City of East Bethel
City Council Agenda

Regular Council Meeting – 7:30 p.m.
Date: April 6, 2011

	Item		
7:30 PM	**1.0**	**Call to Order**	
7:31 PM	**2.0**	**Pledge of Allegiance**	
7:32 PM	**3.0**	**Adopt Agenda**	
7:34 PM	**4.0**	**Public Forum** (Please limit your comments to 3 minutes per person)	
7:45 PM	**5.0**	**Consent Agenda**	

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

Page 3-8	A.	Approve Bills
Page 9-31	B.	Meeting Minutes, March 16, 2011, Regular Meeting
Page 32-38	C.	Resolution 2011-11 Recommending Approval of Gambling Premise Permit for Blaine Youth Hockey at Fat Boys Bar & Grill
	D.	Accept Resignation – Administrative Support Public Works/Fire Department
Page 39-40	E.	Municipal Well No. 1 and 2 - Change Order No. 2 to Traut Wells

New Business

6.0 Commission, Association and Task Force Reports

7:50 PM	A.	Planning Commission	
Page 41-55		1.	Site Plan Review – Water Treatment Facility – 19458 Taylor St. NE
Page 56-289		2.	Conditional Use Permit Request – Great River Energy for 69 kV Transmission Line Location
8:30 PM	B.	Park Commission	
Page 290-297		1.	MPCA Monitoring Request
Page 298-304		2.	Booster East/Cedar Creek Trail Easements
	C.	Road Commission **(No Report)**	

8.0 Department Reports

8:40PM	A.	Engineer	
Page 305-311		1.	Construction Administration for Municipal Services
Page 312-317		2.	Pay Estimate #1 – Traut Wells – Municipal Wells
Page 318-322		3.	Booster/Cedar Creek Trail Project – Change Order #1
Page 323-326		4.	East Front Blvd Storm Water Management Project
Page 327-328		5.	Wetland Credit Transfer
	B.	Attorney **(No Report)**	
	C.	Finance **(No Report)**	
9:20 PM	D.	Public Works	
Page 329-331		1.	Class V Road Projects
9:30 PM	E.	Planning and Inspection/Code Enforcement	
Page 332-333		1.	Comprehensive Plan Review – Set Meeting Date
Page 334-335		2.	Rental Ordinance

	Page 336-337	3.	Review Chapter 26, City Code, Nuisances for Addition of Process to Abate Tall Grass and Noxious Weeds
		F.	Fire Department **(No Report)**
10:00 PM		G.	City Administrator
	Page 338-342	1.	Public Forum
	Page 343-345	2.	RFPs for Legal Services
	Page 346-383	3.	Anoka County Connectivity Agreement
	Page 384	4.	Closed Session – Anoka County HRA Lawsuit

	9.0	**Other**	
10:40 PM		A.	Council Reports
10:50 PM		B.	Other

11:00 PM	**10.0**	**Adjourn**

Connectivity Services Agreement
With Community Anchor Institution(s)
For Broadband Services
At Co-location Service Site(s)

This Agreement, entered into by and between:

1. **COUNTY of Anoka** (Anoka County), 2100 Third Avenue North, Anoka, Minnesota 55303; and

2. _____, (Entity), _____, _____, Minnesota, 55___.

WHEREAS, ZAYO Bandwidth LLC (ZAYO) was recently awarded a grant from the National Telecommunications and Information Administration (NTIA) which is to be combined with matching funds from ZAYO and Anoka County to build a fiber optic network in Anoka County to provide high-speed broadband services to Community Anchor Institutions; and

WHEREAS, Anoka County has recently entered into a Master Fiber Indefeasible Right of Use (IRU) Agreement and a Wholesale Master Service Agreement with ZAYO in order to facilitate the purposes of the grant obtained by ZAYO; and

WHEREAS, Anoka County and ZAYO have identified multiple Community Anchor Institutions to be connected by the Core Backbone and Distribution Network which will comprise the fiber optic network; and

WHEREAS, Anoka County desires to arrange for co-location service sites at various Community Anchor Institutions which have been identified for the purposes of building the fiber-optic network; and

WHEREAS, Connectivity Services will become available to each of the Community Anchor Institutions at the co-location service sites as a result of the fiber-optic network built by Anoka County and ZAYO; and

WHEREAS, the Community Anchor Institutions will have the option of accepting Connectivity Services initially, or allowing the equipment to be installed and reserving the acceptance of Connectivity Services until a later time; and

WHEREAS, Entity is a community anchor institution which owns, leases, controls, rents or administers a designated co-location service site; and

WHEREAS, it is in the interest of Entity to work together with Anoka County to facilitate ~~ZAYO in building the fiber optic network.~~ the construction of the ZAYO System

in order to encourage the continued deployment and availability of advanced and reliable telecommunications capabilities in Anoka County and and access to such capabilities at affordable rates.

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS

~~That the~~The parties agree to the following definitions for terms used in this Agreement:

a) Community Anchor Institutions: quasi-government, government, educational and public safety institutions.

b) Co-location service sites: designated physical sites located in various Community Anchor Institutions located in and around Anoka County. (See Attachment A.)

c) ZAYO System: an integrated multi-cable, multi-ring fiber optic communication system comprised of cables and ducts, lateral connections, and the manholes and handholds locates therein, and related equipment required to provide Connectivity Services as provided through the NTIA grant.

d) Connectivity Services: As described in Article V.

e) Underlying Rights: all deeds, IRUs, (exclusive or non-exclusive) easements, ~~rights-of-way agreements,~~ licenses, grants, contracts and other rights, titles and interests to use real property of any third person, which are reasonably necessary for the construction, placement, location, installation, operation, use, IRU, rental, maintenance, repair or replacement by ZAYO or Anoka County, as the case may be, of the ZAYO System, Ducts, County Equipment, Cable or County Dark Fibers~~.~~ to the co-location sites. (See specific identified rights for this Community Anchor institution in attachment I).

f) IRU: Indefeasible Right of Use.

g) Equipment: electronics, optronics, and other devices as necessary to deliver the Connectivity Services.

h) Permitted use: Connectivity services shall only be used by Community Anchor Institutions for quasi-governmental, governmental, educational or public safety purposes and shall not be used to directly or indirectly compete with ZAYO in the commercial markets.

i) ZAYO Staff: Employees, consultants, and other sub-contractors working under the direction of ZAYO to install and support the ZAYO System.

II. SCOPE OF SERVICES

A. Anoka County will provide, through its contract with ZAYO, Connectivity Services to Entity through the fiber optic network built by ZAYO. Once the fiber optic network is built and the system is installed in the various co-location service sites, Anoka County, through its agreement with ZAYO, its successors and/or assigns, will provide ongoing support for the provision of Connectivity Services to Entity. Only site locations identified with fee amounts on Attachment A will receive Connectivity Services. Any mutually agreed changes to Connectivity Services will require a modification to Attachment A pursuant to section XII.

B. Entity shall provide space for a co-location service site where ZAYO, on behalf of Anoka County, can install equipment to be connected to the ZAYO system in order to build the Fiber Optic network. Entity shall provide Underlying Rights to the co-location site to ~~Anoka County~~ZAYO only pursuant to Minnesota Statutes Chapter 237 and local ordinances for the purpose of building the Fiber Optic network to the point of demarcation.

C. Nothing in this agreement affects or limits Entity's cable franchising authority or other authority to manage and regulate ZAYO's use of public rights of way.

III. COSTS AND COMPENSATION

~~A.~~ A. To the extent that Connectivity Services are used by Entity, Entity will pay Anoka County a monthly fee as detailed in Attachment A. Fees reflect the actual costs to provide the Connectivity Services. For entities receiving connectivity services, the initial fee is established at $75.00 per month per site for 100 mbps and $400.00 per month per site for 1 gbps. Fees will be periodically reviewed to reflect current costs, but will not be modified without the agreement of both parties. Initially the fees will primarily be used to pay the proportionate share of the county's match to the project. Once the proportionate share of this match is recovered, it is expected the fee amount will decrease if other factors remain constant. Fees will be invoiced starting the month following when Connectivity Services begin. Entity will provide payment within 30 days of receipt of an invoice. Nonpayment shall be grounds for default.

B. Entity shall not charge Anoka County, or ZAYO through Anoka County, for the Underlying Rights in the co-location site used by Anoka County and ZAYO to build the Fiber Optic Network. Additionally, Entity shall not charge rent, access fees, lease payments, or any other fee to Anoka County or ZAYO for the co-location space provided for the installation and housing of Equipment provided for connectivity service for Entity.

IV. PHYSICAL ACCESS TO CO-LOCATION SITE

A. Entity shall provide co-location space at co-location service sites indicated on Attachment A where ZAYO, on behalf of Anoka County, can install Equipment to provide services. Security shall be maintained at the site as indicated in Attachment B. Entity shall provide adequate power and temperature control as may be further detailed on the service order Attachment B. Entity shall provide all Underlying Rights and rights of access necessary for ZAYO to enter the premises and to construct and maintain fiber connections across the co-location service site whether the site is owned, leased, rented or administered by Entity.

B. ZAYO, on behalf of Anoka County, shall provide, install, maintain, repair, operate and control its Equipment, as necessary. Unless specifically provided in Attachment A, there shall be no cost to Entity for the purchase and/ or installation of the ZAYO Equipment. Any ZAYO Equipment shall be maintained and replaced at no expense to Entity until the earlier of August 17, 2017, or this contract is otherwise terminated. Thereafter, if the ZAYO Equipment deteriorates, or no longer supports the provisioning of services, Entity agrees that it shall pay the prorata costs incurred in the replacement of such ZAYO Equipment.

C. ZAYO, through Anoka County, may request permission to place additional ZAYO Equipment at the co-location service site indentified in Attachment A to solely service commercial customers. If Entity elects to allow such installation for commercial service at the co-location service site, ZAYO shall pay to Entity $250 per month for the first device, and $100 per month for each additional device. No co-location fees will apply if ZAYO Equipment used to provide services to Entity and to Anoka County if such ZAYO Equipment is also used to serve a commercial customer.

D. The ZAYO Equipment shall remain the sole and exclusive property of ZAYO, and nothing contained herein shall give or convey to Entity any right, title or interest whatsoever in the ZAYO Equipment. The ZAYO Equipment shall remain personal property, notwithstanding that it may be or become attached to, or embedded in, realty. The ZAYO Equipment shall not be considered a fixture of that real property. Neither Anoka County nor Entity shall tamper with, remove or conceal any identifying plates, tags, or labels identifying ZAYO's ownership interest in the ZAYO Equipment.

E. Equipment and service beyond the point of demarcation and/or interconnection between ZAYO's facilities and Entity terminal Equipment and the wiring at the point of demarcation shall be the responsibility of the Entity.

F. Entity shall provide access to ZAYO on behalf of Anoka County to provide services for purposes of installation, maintenance and repair of ZAYO Equipment.

ZAYO, on behalf of Anoka County, shall restrict access to the co-location site space to authorized ZAYO staff. ZAYO staff shall abide by any physical security requirements provided to ZAYO in writing. ZAYO shall make reasonable attempts to provide at least two days notice prior to entering the co-location site to install, maintain, or repair any of the ZAYO Equipment. If it is not reasonably possible to provide such notice, or in an emergency, ZAYO shall provide notice as soon as practicable, but in all events prior to entering the co-location site. See Attachments B and D.

G. If Entity provides its own Equipment, Anoka County, or ZAYO on Anoka County's behalf, shall have no obligation to install maintain or repair the Equipment. If, on responding to an Entity initiated service call, Anoka County, ZAYO and Entity jointly determine that the cause of the service delinquency was a failure, malfunction or the inadequacy of Entity's Equipment, Entity shall compensate Anoka County/ZAYO for ZAYO's actual time and materials expended during the service call.

H. Neither party shall adjust, align, attempt to repair, relocate or remove the other party's Equipment, or ZAYO's Equipment, except as expressly authorized in writing by the other party or ZAYO.

I. Prior to any installation of the ~~SYSTEM~~ZAYO System, ZAYO will submit to Entity entrance and construction plans specifying the location, construction and method of installation related to the System. Entity shall respond to the plans with any objections as soon as reasonably possible, but in any event no later than 60 days. Entity shall immediately provide notice to ZAYO of known asbestos or other hazardous substances, pollutants or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), Title 42, U.S. Code, or similar state or federal law.

J. Entity shall provide to Anoka County 24-hour contact information for the purpose of gaining co-location service site access. This information shall be used for both business hour and non-business hour services access. Entity will review and

update the information provided as needed, but at least on an annual basis. See Attachment D.

K. Entity shall not arbitrarily or capriciously require ZAYO to relocate ZAYO Equipment. However, upon ninety (90) days written notice, or, in the event of any emergency, Entity may require ZAYO to relocate co-located ZAYO Equipment; provided, however, the site of relocations shall afford comparable environmental conditions for the ZAYO Equipment and a comparable accessibility to the ZAYO Equipment.

V. CONNECTIVITY SERVICE LEVEL REQUIREMENTS

A. Anoka County, through its agreement with ZAYO, shall provide Connectivity Services to Entity at the capacity level indicated in Attachment A. Any upgrades to service will be dependent on costs of Equipment, fees to ZAYO, capacity limitations of the network, and other relevant factors. Entity recognizes that the network has a total bandwidth of ~~10GB~~10gbps on the core ring and ~~1GB~~1gbps on distribution rings and distribution laterals. This total capacity is shared among other Community Anchor Institutions which are part of this project. Entity agrees to work with Anoka County to manage bandwidth and equitably resolve capacity issues on the network.

B. Dark fibers will be installed at each co-location service site as indicated in Attachment A. These dark fibers will be terminated at the site and are reserved for future use. This agreement neither contemplates nor conveys to Entity present or future rights to the use of the dark fiber. Any future use will be by a separate agreement and at an additional cost.

C. Entity may use the network only to provide service to itself, and agencies and departments of the Entity in keeping with the Permitted Uses of this Agreement.

D. Transport Availability: The transport services being provided will meet or exceed 99.999% network availability for protected optical service, 99.99% for protected TDM based services such as DS3s and DS1s and 99.9% for unprotected services as measured on a monthly basis. If Network Availability is below the percentage above in two out of the three preceding calendar months not due to an Excused Outage, the same shall constitute an event of default hereunder.

E. Ethernet Availability: The Ethernet Services being provided will meet or exceed 99.9% network availability for unprotected service and 99.95% for protected service as measured on a monthly basis. If Network Availability is below 99.9% for unprotected circuits and 99.95% for protected circuits in two out of the three preceding calendar months not due to an Excused Outage, the same shall constitute an event of default hereunder.

F. Mean Time To Repair (MTTR): ZAYO's MTTR will be four hours for protected services and eight hours for unprotected services as measured on a monthly basis for outages of the services provided or any part of the services provided; for example an individual DS3 or group of DS3s. If ZAYO's MTTR for all protected services is greater than four hours in two out of the three preceding months not due to a Force Majeure Event such occurrence shall constitute an Event of Default on the part of ZAYO, on behalf of Anoka County, for the affected circuit.

VI. TERM

This Agreement will be for a period commencing on the date of signing by both parties, and continuing until August 16, 2015 (Initial Term), with up to a total of three (3) renewal periods of additional five (5) years terms (Renewal Terms) upon written amendment. Both parties shall provide written notice of intent to renew this agreement not less than one hundred eighty days (180) before the end of the Initial Term or Renewal Term. For purposes of this agreement, written notices shall be sent to the addresses of each of the Parties as indicated above. Upon the termination or expiration

of this Agreement, Anoka County shall have no further obligation to provide Services and no further liability to Entity. Upon termination or expiration of this agreement, ZAYO shall be provided a reasonable opportunity to retrieve its equipment from the co-location service site(s). At the request of the entity, ZAYO will remove equipment from individual terminated co-location sites within a mutually agreed time not to exceed 180 days. Upon termination of Entity's connectivity service from a co-location site, without terminating this entire agreement, ZAYO, at the request of the entity, shall remove its equipment from said co-location site within a mutually agreed time not to exceed 180 days and any underlying rights for that co-location site shall terminate with the removal without further action or notice by any party. Any underlying rights granted by the Entity under this Agreement shall terminate or expire with the Agreement without need for further action or notice by any party.

VII. INDEMNIFICATION

To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, it's commissioners, council members, school board members, superintendents, directors, officers, employees and agents, successors and assigns, from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the indemnifying party's performance of its obligations and duties under this Agreement except those damages, costs, expenses, and liabilities arising from the negligence or willful misconduct of the other party. The indemnified party shall promptly notify the other party in writing of any such law suit or claim.

Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, or any similar statutory limits on tort liability.

VIII. INSURANCE

During the Initial Term, and during each renewal term, each party shall obtain and maintain not less than the insurance set forth in Attachment C.

IX. LIABILITY AND LIMITATIONS OF LIABILITY

A. Entity shall be liable for any loss of or damage to the ZAYO Equipment at the co-location site caused by Entity's negligence, intentional acts, willful misconduct or unauthorized maintenance subject to statutory limits. Entity shall reimburse Anoka County on behalf of ZAYO for the reasonable cost of repair of the ZAYO Equipment, or the replacement thereof, within thirty (30) days after receipt by Entity of a written request for reimbursement.

B. Anoka County shall be liable for any loss of or damage to Entity's equipment caused by Anoka County or ZAYO's negligence, intentional act, willful misconduct or unauthorized maintenance. Anoka County shall reimburse Entity for the reasonable cost of repair of the equipment, or the replacement thereof, within thirty (30) days after a written request for reimbursement and ZAYO has reimbursed Anoka County for the loss or damage pursuant to Anoka County's Agreement with ZAYO. Anoka will make reasonable effort to pursue reimbursement on the Entity's behalf.

C. Anoka County shall not be liable for delays in installation, commencement or restoration of the service; for any temporary or permanent cessation of service; for errors, malfunctions, delays or defects in transmission of the service; for loss or damage occasioned by a Force Majeure Event. Anoka County's liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall in no event exceed: 1) an amount equivalent to the proportionate charge by Anoka County to Entity for the period of service affected, or 2) if applicable, the replacement value of any Entity equipment which is lost or damaged as a result of Anoka County's gross negligence or willful misconduct.

D. ANOKA COUNTY NEITHER ASSUMES NOR MAKES ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTIBILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, EXCEPT AS SET FORTH IN THIS AGREEMENT. SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

X. FORCE MAJEURE

Neither party individually and Anoka County on behalf of ZAYO shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each a "Force Majeure event"). The party claiming relief under this section shall notify the other party of the occurrence or existence of the Force Majeure event and of the termination of such event. In the event Anoka County through ZAYO is unable to deliver services as a result of a Force Majeure event which precludes ZAYO from performing, the other party shall not be obligated to pay for the services so affected for as long as ZAYO is unable to deliver the Services.

XI. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the Parties to terminate this Agreement immediately upon delivery of written notice of termination.

XII. MODIFICATIONS

Any material alterations, modifications, amendments, or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

XIII. DATA PRIVACY

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the parties agree to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Government Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

All data created, collected, received, stored, used, maintained, or disseminated by the parties in performing this Agreement is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the parties must comply with the requirements of that statute. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the parties.

XIV. EARLY TERMINATION

This Agreement may be terminated in entirety by either party at any time, with or without cause, upon One Hundred Eighty (180) days written notice delivered by mail or in person. If notices are delivered by mail, they shall be effective two days after mailing.

Termination of an Entity's connectivity service, and obligation to pay therefore, may be terminated on sixty (60) days written notice, as provided for in this agreement.

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XV. DEFAULT AND REMEDY

A. Default by Entity**:** Entity is in default of the agreement if Entity:

1) is more than 15 days past due in paying for services as agreed in this Agreement, or any invoice pursuant to its terms, excluding those amounts which Entity has notified Anoka County as reasonably being in dispute; or

2) materially fails to observe or perform any non-monetary obligation or covenant hereunder; or

3) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief(such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or similar law; or

4) violates the permitted uses.

In the event of default by Entity, notification of Default shall be sent to the address provided below in Section XVI. Entity shall have five days to cure a monetary breach, or thirty days to cure a non-monetary breach. If the Default remains uncured, Anoka County may suspend services until Entity remedies the Default, terminate or suspend services under this agreement and/or the applicable services being provided under the service order.

If Anoka County terminates this Agreement pursuant to this article of the Agreement, Anoka County shall have the right to seek full payment for amounts due for services rendered prior to the date of termination.

B. Anoka County shall be in default under this Agreement if it:

1) fails to arrange for ZAYO to provide the services in accordance with the Service Order (see Exhibit E) or otherwise fails to cure any breach of the Agreement after receiving written notice of default from Entity; or

2) defaults on its agreement with ZAYO and does not cure said default within five days for a monetary breach or thirty days of a non-monetary breach of that agreement: or

3) fails to notify Entity of default by ZAYO within five days of said Default, or fails to notify Entity that ZAYO has alleged that Anoka County is in Default, within five days of receipt of notification from ZAYO.

Notification of Default by Anoka County shall be sent to the address provided below in Section XVI. Anoka County shall have five days to cure a monetary breach and thirty days to cure an non-monetary breach of the agreement.

If Anoka County is caused to be in default of this agreement by the breach of ZAYO, Anoka County shall notify ZAYO in writing and allow ZAYO thirty days to cure, or such longer period of time as may be reasonably necessary to cure as long as the cure is initiated and diligently pursued within such thirty days or provide notice of a dispute about the existence such default. However, Entity and Anoka County may terminate this agreement upon written notice if ZAYO causes Anoka County to default by not meeting the terms of Article V. CONNECTIVITY SERVICE LEVEL REQUIREMENTS as noted above.

XVI. NOTICES

Notices shall be sent to the parties at the following:

Anoka County:

Information Technology Director
Anoka County Government Center
Information Technology Department
2100 Third Avenue North Ste. 300
Anoka, Minnesota 55303

Entity:

_____
_____
_____
_____, Minnesota 55___

XVII. AFFIRMATIVE ACTION

In accordance with Anoka County's Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

XVIII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Agreement.

XIX. WAIVER.

The waiver of any of the rights and/or remedies arising under the terms of the Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of the Agreement. The rights and remedies provided or referred to under the terms of the Agreement are cumulative and not mutually exclusive.

XX. GOVERNING LAW.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota, excluding the State of Minnesota's choice of law provisions. Jurisdiction and venue shall reside in the County of Anoka, Minnesota.

XXI. SEVERABILITY.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

XXII. NO RIGHTS OF THIRD PARTIES.

Except for specific provisions as related to ZAYO acting through the auspices of Anoka County, nothing in this Agreement is intended to confer any rights or remedies on other than the parties to the Agreement

XXIII. ATTACHMENTS AND EXHIBITS.

The following Exhibits are attached to this agreement and are incorporated into this agreement by reference:

Attachment A: Capacity and costs for each co-location service site

Attachment B: Co-location service site requirements

Attachment C: Insurance Requirements

Attachment D: Building Access Contact Information

Attachment E: Service Order Form

Attachment F: Frequently Asked Questions (FAQ)

Attachment I: Identification of Underlying Rights.

The following Attachments are included for reference in this agreement and are informational exhibits, but do not confer any rights onto the Entity unless also specifically included in this agreement:

Attachment G: Wholesale Master Service Agreement, Anoka County Contract #2010-0239

Attachment H: Master Fiber IRU by and between ZAYO BANDWIDTH, LLC and Anoka County, Minnesota dated August 17, 2010 (this exhibit does not include 20 pages of photographic exhibits which are included in the original, and are available to Entities on request.)

XXIV. AUDIT, DISCLOSURE AND RETENTION OF RECORDS

Both parties agree to make available to duly authorized representatives of the other and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the party that are pertinent to the provision of services hereunder. Both parties further agree to maintain all such required records for six (6) years after receipt of final payment and the closing of all other related matters.

XXV. INDEPENDENT CONTRACTOR

A. Anoka County has entered into a separate contract with ZAYO for the construction of the ZAYO system/fiber optic network. See informational Exhibits G and H. ZAYO remains an independent contractor, however, and neither that agreement nor this one creates a partnership, joint venture or agency relationship between Zayo or the County. Anoka County has no authority to bind ZAYO beyond the obligations and responsibilities of those contracts.

B. It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the County to the Entity is that of an independent contractor and not an employee or agent of the Entity.

C. It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Entity to the County is that of an independent contractor and not an employee or agent of the County

.

XXVI. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Anoka County and Entity relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

IN WITNESS WHEREOF, the Parties ~~have caused this Agreement to be executed as of the date first written above, notwithstanding the date of the signatures of the parties.~~do hereby authorize .

ANOKA COUNTY

By: _____
Rhonda Sivarajah, Chair
County Board of Commissioners

Dated: _____

ATTEST

By: _____
Terry L. Johnson
County Administrator

Dated: _____

APPROVED AS TO FORM

By: _____
Kathryn M. Timm
Assistant County Attorney

Dated: _____

East Bethel, MINNESOTA

By: _____
Richard Lawrence, Mayor

Dated: _____

ATTEST

By: _____
Jack Davis
Interim City Administrator

Dated: _____

APPROVED AS TO FORM

By: _____
Mark Vierling
City Attorney

Dated: _____

Attachments

Attachment A: Capacity and costs for each co-location service site

Attachment B: Co-location service site requirements

Attachment C: Insurance Requirements

Attachment D: Building Access Contact Information

Attachment E: Service Order Form

Attachment F: Frequently Asked Questions (FAQ)

Attachment G: Wholesale Master Service Agreement, Anoka County Contract #2010-0239[1]

Attachment H: Master Fiber IRU by and between ZAYO BANDWIDTH, LLC and Anoka County, Minnesota dated August 17, 2010 (this exhibit does not include 20 pages of photographic exhibits which are included in the original, and are available to Entities on request.)

Attachment I: Identification of Underlying Rights.

[1] *Note Bene,* the MSA has two attachments which will be amended, but have not been so at the time of this writing. The list of 145 co-location sites has been altered since the MSA was signed on August 17, 2010. Once the final sites are approved by the NTIA, this attachment will be amended. Additionally, there is an attachment which details minimum power requirements at the co-locations site of 48 volts DC. The County and Zayo verbally agreed that these requirements will be changed to standard 110 AC. This verbal agreement has not been reduced to writing as of the date of this writing, but is expected shortly.

ATTACHMENT A

Capacity and Costs for Co-location Sites

1. **Entity Name: _____MINNESOTA**

2. **Entity Contact Information:**

Principal Contact:

Name: _____
Position: _____
Office Phone:_____( )_____
Cell Phone: _____( )_____
Home Phone:_____( )_____
Pager: _____( )_____
Email: _____

Secondary Contact:

Name: _____
Position: _____
Office Phone:_____( )_____
Cell Phone: _____( )_____
Home Phone:_____( )_____
Pager: _____( )_____
Email: _____

Billing Contact:

Name: _____
Position: _____
Office Phone:_____( )_____
Cell Phone: _____( )_____
Home Phone:_____( )_____
Pager: _____( )_____
Email: _____

3. **Following are the site locations included for equipment co-location:**

Site #	Location	Address	City	Service Capacity	Monthly Costs

Attachment B

Co-Location Service Site requirements

A. Security Requirements.

Entity shall provide best practices physical security to the co-location service site in the form of traditional lock service, key card, numeric access code, or electronic security system equal to that which Entity provides for its own assets. Keys, key cards, numeric access codes and the electronic security systems shall be maintained according to industry standards. Entity shall take all reasonable precautions to ensure the integrity of the security of the co-location service site. Anoka County shall make reasonable efforts to ensure that its employees and agents, including ZAYO, follow all written instructions at the co-location site as provided by the Entity.

B. Temperature and Environmental Control Requirements.

Space provided to ZAYO for the housing of the ZAYO system and equipment in the co-location service site shall meet industry standards for temperature controls, humidity, lighting, and protection from power surges and outages. Entity shall ensure that the co-location service site temperature remains in a constant range between 68°F and 83°F, and humidity remains in a constant range of 40%--60%. Entity shall use best efforts to implement a protection plan ensuring that the ZAYO System remains functional in the event of a power outage or similar emergency.

C. Environmental Space Requirements.

Entity shall provide sufficient cubic space for the installation of the ZAYO system and equipment in a secure area. ZAYO shall provide the space specifications for each co-location service site directly to Entity. Entity shall ensure that the space provided to ZAYO for the installation of the ZAYO System and equipment will also include sufficient space for ZAYO to access the equipment for repairs, maintenance and upgrades. The space will be convenient to the demarcation point, and will include any necessary space to install cable, conduit, fiber, and or circuitry from the demarcation point to the equipment.

Attachment C
Insurance Requirements

Insurance Limits. During the Term, each party shall obtain and maintain not less than the insurance set forth below:

Worker's Compensation:

Statutory limits.

Automobile Liability Insurance:

Such policy coverage will include coverage for all vehicles owned, hired, non-hired, non-owned and borrowed by the party in the performance of the obligations covered under this agreement: Combined single limit: $1,000,000.00

Commercial General Liability and /or Umbrella Liability:

All liability insurance must meet the requirements of Minn. Stat § 466.04 subdivision 1 (a) (3) or $500,000.00, minimum liability for claims of death by wrongful act or omission and $500,000.00 to any claimant in any other case, whichever is greater.

All liability insurance must meet the requirements of Minn. Stat. § 466.04 Subdivision 1 (a) (7) or $1,~~-~~500,000.00 minimum liability for any number of claims arising out of a single occurrence, whichever is greater.

All umbrella insurance must meet the requirements of Minn. Stat. §466.04 Subd. 1(a) (8). Umbrella insurance coverage must be on a "follow-form" basis.

~~The above minimum requirements as to insurance coverage shall not limit the liability of either party under this agreement.~~ The above limits may be satisfied using a combination of primary and excess coverage, self insurance as provided by Minn. Stat. § 471.981.

Each Party shall obtain and maintain the insurance policies required above with insurance and /or reinsurance companies authorized to insure risks in Minnesota. With the exception of Worker's Compensation, each party, its Affiliates, and their officers, directors and employees and any other person entitled to indemnification hereunder, shall be named as additional insured to the extent of such indemnification. Each Party shall provide the other party with a certificate of insurance showing that the party has complied with the insurance requirements of this Attachment. Each insurance policy

shall contain a provision providing such other party with thirty days advanced notice of any cancellation or material change in coverage at which time such party will notify the other party immediately of such cancellation or material change in coverage.

Deductible/ Self Insured Retentions: All proof of insurance shall clearly set forth deductible or self insured retentions. Each Party shall be responsible for its deductible and/or self insured retentions.

ATTACHMENT D

Building Access Contact Information

Entity shall provide 24 hour, seven day a week access to ZAYO for the ZAYO System equipment housed in the Co-location service site for the purposes of maintenance, service, upgrade and repairs of the equipment and system. Such access will include the name and contact information of co-location site key-holder for business and non-business hour access. All access shall comply with written instructions provided to ZAYO and County (see section IV.F).

Please provide contacts below.

Business Hour Contact(s) – List contacts in the order you would like them to be called. Provide a ***minimum of 2*** contacts (you may provide as many as you would like).

Contact #1

Name: _____
Position: _____
Office Phone: ____( )_____
Cell Phone: ____( )_____
Home Phone: ____( )_____
Pager: ____( )_____
Email: _____

Contact #2

Name: _____
Position: _____
Office Phone: ____( )_____
Cell Phone: ____( )_____
Home Phone: ____( )_____
Pager: ____( )_____
Email: _____

Contact #3

Name: _____
Position: _____
Office Phone: ____( )_____
Cell Phone: ____( )_____
Home Phone: ____( )_____
Pager: ____( )_____
Email: _____

Non-Business Hour Contact(s) – List contacts in the order you would like them to be called. These contacts should have keys for building access to the co-location equipment area and be available after hours. Select people you would like called in case of such emergencies as equipment failures, fiber hits, storm damage, emergency locates, etc. Provide a ***minimum of 2*** contacts (you may provide as many as you would like).

Contact #1

Name: _____
Position: _____
Office Phone: _____
Cell Phone: _____
Home Phone: _____
Pager: _____
Email: _____

Contact #2

Name: _____
Position: _____
Office Phone: _____
Cell Phone: _____
Home Phone: _____
Pager: _____
Email: _____

Contact #3

Name: _____
Position: _____
Office Phone: _____
Cell Phone: _____
Home Phone: _____
Pager: _____
Email: _____

Updates may be submitted to Anoka County IS at address provided in the Notices Section.

Attachment I

Identification of Underlying Rights

For Co-location sites

1. Enitity: _____

Co-Location Site #1: _____

Type of Underlying Right given: _____

Co-Location Site #2: _____

Type of Underlying Right given: _____

Co-Location Site #3: _____

Type of Underlying Right given: _____

Co-Location Site #4: _____

Type of Underlying Right given: _____

Co-Location Site #5: _____

Type of Underlying Right given: _____

Co-Location Site #6: _____

Type of Underlying Right given: _____

Co-Location Site #7: _____

Type of Underlying Right given: _____

Payments for Council Approval April 6, 2011

Bills to be Approved for Payment	$175,341.13
Electronic Payments	$53,056.99
Payroll Fire Dept - March 15, 2011	$8,711.19
Payroll City Staff - March 17, 2011	$37,064.77
Payroll City Council - March 31, 2011	$1,361.07
Payroll City Staff - March 31, 2011	$40,836.91

Total to be Approved for Payment	$316,372.06

City of East Bethel
April 6, 2011
Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Arena Operations	Bldg/Facility Repair Supplies	9479617376	Grainger	615	49851	226.62
Arena Operations	Bldgs/Facilities Repair/Maint	32111	Connexus Energy	615	49851	21.32
Arena Operations	Electric Utilities	32111	Connexus Energy	615	49851	3,007.00
Arena Operations	Gas Utilities	275352529	Xcel Energy	615	49851	3,673.27
Arena Operations	Refuse Removal	1401807	Walters Recycling, Inc.	615	49851	154.44
Arena Operations	Refuse Removal	1401810	Walters Recycling, Inc.	615	49851	27.78
Building Inspection	Telephone	332373310-112	Nextel Communications	101	42410	17.65
Central Services/Supplies	Office Equipment Rental	173983776	Loffler Companies, Inc.	101	48150	509.32
Central Services/Supplies	Office Equipment Rental	5896486-MR11	Pitney Bowes	101	48150	137.10
Central Services/Supplies	Office Supplies	1223968	Loffler Companies, Inc.	101	48150	123.98
Central Services/Supplies	Office Supplies	555682478001	Office Depot	101	48150	74.64
Central Services/Supplies	Office Supplies	555987004001	Office Depot	101	48150	87.63
Central Services/Supplies	Office Supplies	1318967306	Office Depot	101	48150	74.98
Central Services/Supplies	Office Supplies	554666726001	Office Depot	101	48150	40.42
Central Services/Supplies	Office Supplies	554666667001	Office Depot	101	48150	48.62
Central Services/Supplies	Office Supplies	554994725001	Office Depot	101	48150	137.25
Central Services/Supplies	Office Supplies	554246721001	Office Depot	101	48150	101.37
Central Services/Supplies	Postage/Delivery	73846	Catalyst Graphics, Inc.	101	48150	588.81
Central Services/Supplies	Printing and Duplicating	73846	Catalyst Graphics, Inc.	101	48150	1,197.80
Central Services/Supplies	Small Tools and Minor Equip	555676770001	Office Depot	101	48150	264.50
Central Services/Supplies	Telephone	8081099	Integra Telecom	101	48150	221.65
City Administration	Small Tools and Minor Equip	49084841	Hewlett-Packard Company	101	41320	959.82
City Clerk	Office Supplies	554143780001	Office Depot	101	41430	30.98
Finance	Office Supplies	555676770001	Office Depot	101	41520	34.25
Fire Department	Auto/Misc Licensing Fees/Taxes	2011-130	Anoka County	101	42210	540.00
Fire Department	Bldg/Facility Repair Supplies	31736	North Shore Compressor	101	42210	205.00
Fire Department	Bldgs/Facilities Repair/Maint	32111	Connexus Energy	101	42210	5.32
Fire Department	Dues and Subscriptions	2011-00736	AMEM - Assn of MN Emergency	101	42210	100.00
Fire Department	Electric Utilities	32111	Connexus Energy	101	42210	709.41
Fire Department	Gas Utilities	275352529	Xcel Energy	101	42210	1,992.99
Fire Department	General Operating Supplies	780411-IN	Heiman, Inc.	101	42210	374.75
Fire Department	Legal Notices	IQ 01783058	ECM Publishers, Inc.	101	42210	30.75
Fire Department	Motor Fuels	1876256	Lubricant Technologies, Inc.	101	42210	403.28
Fire Department	Motor Fuels	1869018	Lubricant Technologies, Inc.	101	42210	461.83
Fire Department	Motor Vehicles Parts	CS030311-3	Emergency Automotive	101	42210	61.60
Fire Department	Motor Vehicles Parts	CS032211-13	Emergency Automotive	101	42210	102.20
Fire Department	Personnel Advertising	IF 00744419	ECM Publishers, Inc.	231	42210	68.00
Fire Department	Personnel Advertising	IQ 01782655	ECM Publishers, Inc.	231	42210	50.00
Fire Department	Personnel/Labor Relations	101991	Viking Trophies	231	42210	2,982.67
Fire Department	Professional Services Fees	40544	Gratitude Farms	101	42210	1,255.00
Fire Department	Refuse Removal	1401808	Walters Recycling, Inc.	101	42210	37.29
Fire Department	Repairs/Maint Machinery/Equip	32675	Emedded Systems, Inc.	101	42210	85.00
Fire Department	Safety Supplies	80544411	Bound Tree Medical, LLC	101	42210	833.09
Fire Department	Shop Supplies	9477099445	Grainger	101	42210	217.53
Fire Department	Telephone	8081099	Integra Telecom	101	42210	138.56
Fire Department	Telephone	332373310-112	Nextel Communications	101	42210	111.52
Fire Department	Travel Expenses	98115	Best Western Hotel	231	42210	214.12
Fire Department	Travel Expenses	32211	Janet Haapoja	101	42210	18.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	470615843	Cintas Corporation #470	101	41940	20.59
General Govt Buildings/Plant	Electric Utilities	32111	Connexus Energy	101	41940	824.91
General Govt Buildings/Plant	Gas Utilities	275352529	Xcel Energy	101	41940	933.30
General Govt Buildings/Plant	Refuse Removal	1401811	Walters Recycling, Inc.	101	41940	27.78

City of East Bethel

April 6, 2011

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Legal	Legal Fees	1079	Everett & Vanderwiel, P.L.L.P.	101	41610	1,390.00
Mayor/City Council	Professional Services Fees	20013	Landform	101	41110	4,800.00
Park Maintenance	Cleaning Supplies	1539-454957	O'Reilly Auto Parts	101	43201	20.00
Park Maintenance	Clothing & Personal Equipment	470612338	Cintas Corporation #470	101	43201	34.97
Park Maintenance	Clothing & Personal Equipment	470615844	Cintas Corporation #470	101	43201	34.97
Park Maintenance	Clothing & Personal Equipment	470619439	Cintas Corporation #470	101	43201	34.97
Park Maintenance	Commissions and Boards	30911	Bonnie Harvey	101	43201	80.00
Park Maintenance	Commissions and Boards	30911	Dan Butler	101	43201	90.00
Park Maintenance	Commissions and Boards	30911	Dan Kretchmar	101	43201	80.00
Park Maintenance	Commissions and Boards	30911	Kenneth Langmade	101	43201	110.00
Park Maintenance	Commissions and Boards	30911	Sue Jefferson	101	43201	80.00
Park Maintenance	Electric Utilities	32111	Connexus Energy	101	43201	1,098.27
Park Maintenance	Equipment Parts	10082916	Aspen Equipment	101	43201	100.00
Park Maintenance	Equipment Parts	500077	Boyer Truck Parts	101	43201	111.66
Park Maintenance	Equipment Parts	45047	Hayford Ford	101	43201	29.00
Park Maintenance	Equipment Parts	1539-452715	O'Reilly Auto Parts	101	43201	5.95
Park Maintenance	Equipment Parts	1539-456459	O'Reilly Auto Parts	101	43201	51.10
Park Maintenance	Equipment Parts	1539-457183	O'Reilly Auto Parts	101	43201	-78.62
Park Maintenance	Equipment Parts	1539-456596	O'Reilly Auto Parts	101	43201	128.94
Park Maintenance	Equipment Parts	1539-456575	O'Reilly Auto Parts	101	43201	25.43
Park Maintenance	Equipment Parts	1539-452711	O'Reilly Auto Parts	101	43201	29.56
Park Maintenance	General Operating Supplies	2312892	Dalco	101	43201	500.00
Park Maintenance	General Operating Supplies	9487083439	Grainger	101	43201	100.00
Park Maintenance	General Operating Supplies	76754	Metro Products, Inc.	101	43201	40.68
Park Maintenance	Motor Fuels	1876256	Lubricant Technologies, Inc.	101	43201	775.55
Park Maintenance	Motor Fuels	1869018	Lubricant Technologies, Inc.	101	43201	888.14
Park Maintenance	Motor Vehicle Services (Lic'd)	21035	Ancom Communications	101	43201	107.69
Park Maintenance	Other Equipment Rentals	43754	Jimmy's Johnnys, Inc.	101	43201	52.87
Park Maintenance	Personnel Advertising	IQ 01782949	ECM Publishers, Inc.	101	43201	80.00
Park Maintenance	Sign/Striping Repair Materials	1539-453859	O'Reilly Auto Parts	101	43201	14.00
Park Maintenance	Telephone	8081099	Integra Telecom	101	43201	50.79
Park Maintenance	Telephone	332373310-112	Nextel Communications	101	43201	70.16
Payroll	Insurance Premium	4587053	Delta Dental	101		827.00
Payroll	Insurance Premium	40634	Fort Dearborn Life Insurance	101		1,018.38
Payroll	Insurance Premium	23575482	Medica Health Plans	101		7,161.25
Payroll	Insurance Premium	40634	MN NCPERS Life Ins	101		144.00
Planning and Zoning	Legal Notices	IQ 01782510	ECM Publishers, Inc.	101	41910	46.13
Planning and Zoning	Repairs/Maint Machinery/Equip	555991542001	Office Depot	101	41910	219.37
Planning and Zoning	Telephone	332373310-112	Nextel Communications	101	41910	17.54
Police	Professional Services Fees	8140	Gopher State One-Call	101	42110	1.45
Police	Professional Services Fees	40575	Gratitude Farms	101	42110	463.75
Recycling Operations	Electric Utilities	32111	Connexus Energy	226	43235	123.03
Recycling Operations	Gas Utilities	275352529	Xcel Energy	226	43235	272.81
Recycling Operations	Other Advertising	73846	Catalyst Graphics, Inc.	226	43235	108.90
Recycling Operations	Other Equipment Rentals	43754	Jimmy's Johnnys, Inc.	226	43235	52.86
Recycling Operations	Postage/Delivery	73846	Catalyst Graphics, Inc.	226	43235	53.53
Recycling Operations	Postage/Delivery	479007	Gregory Cardey	226	43235	200.00
Recycling Operations	Refuse Removal	1401809	Walters Recycling, Inc.	226	43235	253.54
Recycling Operations	Travel Expenses	32211	Janet Haapoja	226	43235	17.50
Sewer Operations	Bldg/Facility Repair Supplies	1539-453081	O'Reilly Auto Parts	602	49451	63.72
Sewer Operations	Bldg/Facility Repair Supplies	1539-453080	O'Reilly Auto Parts	602	49451	193.81
Sewer Operations	Bldg/Facility Repair Supplies	1539-453854	O'Reilly Auto Parts	602	49451	-53.26

City of East Bethel
April 6, 2011
Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Sewer Operations	Bldgs/Facilities Repair/Maint	32111	Connexus Energy	602	49451	204.53
Sewer Operations	Electric Utilities	32111	Connexus Energy	602	49451	949.61
Sewer Operations	Professional Services Fees	77956	Utility Consultants, Inc.	602	49451	546.25
Street Maintenance	Auto/Misc Licensing Fees/Taxes	2011-131	Anoka County	101	43220	24.00
Street Maintenance	Bldgs/Facilities Repair/Maint	470615844	Cintas Corporation #470	101	43220	26.50
Street Maintenance	Bldgs/Facilities Repair/Maint	470612338	Cintas Corporation #470	101	43220	26.50
Street Maintenance	Bldgs/Facilities Repair/Maint	470619439	Cintas Corporation #470	101	43220	26.50
Street Maintenance	Bldgs/Facilities Repair/Maint	32111	Connexus Energy	101	43220	21.29
Street Maintenance	Chemicals and Chem Products	GTS1760	Green Touch Systems LLC	101	43220	462.23
Street Maintenance	Cleaning Supplies	1539-454957	O'Reilly Auto Parts	101	43220	36.07
Street Maintenance	Clothing & Personal Equipment	470612338	Cintas Corporation #470	101	43220	46.24
Street Maintenance	Clothing & Personal Equipment	470619439	Cintas Corporation #470	101	43220	46.24
Street Maintenance	Clothing & Personal Equipment	470615844	Cintas Corporation #470	101	43220	46.24
Street Maintenance	Commissions and Boards	30811	Al Thunberg	101	43220	90.00
Street Maintenance	Commissions and Boards	30811	Dennis Murphy	101	43220	80.00
Street Maintenance	Commissions and Boards	30811	Tanner Balfany	101	43220	20.00
Street Maintenance	Dues and Subscriptions	2011	MSSA	101	43220	35.00
Street Maintenance	Electric Utilities	32111	Connexus Energy	101	43220	1,552.24
Street Maintenance	Equipment Parts	10082916	Aspen Equipment	101	43220	207.51
Street Maintenance	Equipment Parts	500077	Boyer Truck Parts	101	43220	200.00
Street Maintenance	Equipment Parts	45047	Hayford Ford	101	43220	50.00
Street Maintenance	Equipment Parts	1539-452711	O'Reilly Auto Parts	101	43220	60.00
Street Maintenance	Equipment Parts	1539-456459	O'Reilly Auto Parts	101	43220	64.94
Street Maintenance	Equipment Parts	1539-456576	O'Reilly Auto Parts	101	43220	80.00
Street Maintenance	Equipment Parts	1539-457183	O'Reilly Auto Parts	101	43220	-38.94
Street Maintenance	Equipment Parts	1539-456589	O'Reilly Auto Parts	101	43220	128.94
Street Maintenance	Equipment Parts	1539-456575	O'Reilly Auto Parts	101	43220	50.00
Street Maintenance	Equipment Parts	1539-456575	O'Reilly Auto Parts	101	43220	121.84
Street Maintenance	Equipment Parts	1539-456575	O'Reilly Auto Parts	101	43220	-121.84
Street Maintenance	Equipment Parts	1539-456576	O'Reilly Auto Parts	101	43220	-64.94
Street Maintenance	Gas Utilities	275352529	Xcel Energy	101	43220	1,217.80
Street Maintenance	General Operating Supplies	2312892	Dalco	101	43220	150.76
Street Maintenance	General Operating Supplies	9487083439	Grainger	101	43220	52.63
Street Maintenance	General Operating Supplies	76754	Metro Products, Inc.	101	43220	120.00
Street Maintenance	Motor Fuels	1869018	Lubricant Technologies, Inc.	101	43220	2,202.60
Street Maintenance	Motor Fuels	1876256	Lubricant Technologies, Inc.	101	43220	1,923.37
Street Maintenance	Motor Vehicle Services (Lic'd)	21035	Ancom Communications	101	43220	350.00
Street Maintenance	Refuse Removal	1401806	Walters Recycling, Inc.	101	43220	253.54
Street Maintenance	Repairs/Maint Machinery/Equip	R241030899	I State Truck Inc.	101	43220	1,506.78
Street Maintenance	Safety Supplies	21941	Menards Cambridge	101	43220	55.00
Street Maintenance	Safety Supplies	21941	Menards Cambridge	101	43220	55.00
Street Maintenance	Sign/Striping Repair Materials	1539-453859	O'Reilly Auto Parts	101	43220	14.50
Street Maintenance	Sign/Striping Repair Materials	6216	The Graphics Guys	101	43220	213.75
Street Maintenance	Small Tools and Minor Equip	21941	Menards Cambridge	101	43220	237.66
Street Maintenance	Street Maint Materials	12113	Bjorklund Trucking	101	43220	777.52
Street Maintenance	Street Maint Materials	70660143	North American Salt Co.	101	43220	4,780.39
Street Maintenance	Telephone	8081099	Integra Telecom	101	43220	50.79
Street Maintenance	Telephone	332373310-112	Nextel Communications	101	43220	137.05
Street Maintenance	Travel Expenses	32211	Janet Haapoja	101	43220	6.00
Street Maintenance	Welding Supplies	105942917	Airgas North Central	101	43220	352.99
Water Utility Capital Projects	Improvements Other Than Bldgs	33011	Board of Water & Soil Resource	433	49405	5,708.10
Water Utility Capital Projects	Improvements Other Than Bldgs	Pay Est #1	Mark J. Traut Wells Inc.	433	49405	15,164.61

City of East Bethel

April 6, 2011

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Water Utility Capital Projects	Improvements Other Than Bldgs	33011	Steve Strandlund	433	49405	87,816.96
Water Utility Operations	Bldgs/Facilities Repair/Maint	32111	Connexus Energy	601	49401	26.67
Water Utility Operations	Electric Utilities	32111	Connexus Energy	601	49401	271.27
Water Utility Operations	Gas Utilities	31711	CenterPoint Energy	601	49401	231.36
						$175,341.13

City of East Bethel

April 6, 2011

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
	Electronic Payments					
	PERA					$10,893.15
	Federal Withholding					$13,145.86
	Medicare Withholding					$3,668.82
	FICA Tax Withholding					$13,157.02
	State Withholding					$5,269.62
	MSRS					$6,922.52
						$53,056.99

City of East Bethel
City Council
Agenda Information

* *

Date:
April 6, 2011

* *

Agenda Item Number:
Item 5.0 A-D

* *

Agenda Item:
Consent Agenda

* *

Requested Action:
Consider approving Consent Agenda as presented

* *

Background Information:
Item A

Bills/Claims

Item B

Meeting Minutes, March 16, 2011 Regular City Council

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

Item C

Resolution 2011-11 Recommending Approval of Gambling Premise Permit for Blaine Youth Hockey at Fat Boys Bar & Grill

Blaine Youth Hockey Association has made application for a gambling premise permit for Fat Boys Bar & Grill. All application materials are complete.

Staff is recommending Council adopt Resolution 2011-11 Approving Blaine Youth Hockey Association Gambling Premise Permit for Fat Boys Bar & Grill.

Item D

Accept Resignation – Administrative Support Public Works/Fire Department

Ms. Janet Haapoja has submitted her resignation as the Administrative Support for the Public Works/Fire Department for the City of East Bethel. Staff is recommending accepting the resignation from Ms. Janet Haapoja effective April 1, 2011.

Item E

Municipal Well No. 1 and 2 - Change Order No. 2 to Traut Wells

At the March 16, 2011 City Council meeting staff presented the results of the test well which was constructed between the two municipal wells. The total thickness of the Franconia/Ironton/Galesville (FIG) was only 47 feet. The anticipated thickness was 100 feet. The FIG is 294 to 341 feet below the surface. There is however a significant gravel/sand seam

from 180-240 feet below the surface. This may provide an opportunity to construct a drift well on one of the permanent well sites.

Moving forward it was recommended that the pilot hole as provided for in the bid be performed at the first municipal well site to confirm the geology documented at the test well. If the 60 feet of gravel is present in the pilot hole it is suggested that the City install a test well at this location to sample the water quality of the gravel/sand seam. Given the thickness of the FIG, the City may need to consider one drift well and one FIG well.

The estimated cost of the test well is $10,530. Change Order No. 2 and the proposal from Traut Wells are attached. Staff recommends Council approve Change Order No. 2 to Traut Wells, Inc. in the amount of $10,530.00. The test well will only be installed if the gravel seam is present in the pilot hole.

* *

Fiscal Impact:

As noted above.

*** ***

Recommendation(s):

Recommend approval of the Consent Agenda as presented.

* *

City Council Action

Motion by:________________ Second by:________________

____

____

____

Vote Yes:_____ Vote No:_____

No Action Required:_____

EAST BETHEL CITY COUNCIL MEETING

March 16 2011

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

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

ALSO PRESENT: Jack Davis, Interim City Administrator
Nick Vivian, Acting City Attorney
Craig Jochum, City Engineer

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

Adopt Agenda **Voss made a motion to adopt the March 16, 2011 City Council agenda with the addition of the memo from the City Engineer regarding the additional test well as agenda item 8.0 A.5. Moegerle asked to also add a brief Executive Session ACHRA for strategy only. Voss said he is fine with that as 9.0 C.** Boyer asked if our legal representative George Hoff is going to be in attendance. Moegerle said it is just for strategy. not in attendance. Boyer said he doesn't know why we would have a strategy meeting without our legal representative in attendance. Moegerle said Vierling would be here, but his alternate is available and she discussed it with Davis and he didn't think there would be an issue. Voss said we should go into closed session to discuss this. **Moegerle said she would also like to add 8.0 G.5 Ordinance Reviews.** She said this general updating of city ordinances. Voss asked can't we just put this under council reports since we have no background information. Moegerle said this is at the request of the City Administrator, he wanted to discuss this, correct. Davis said that is correct. Boyer asked what he wanted to discuss. Moegerle said the topic of updating city ordinances. Boyer asked is there a reason this information can't be in the packet on Friday, we do this every time, amending and amending. He said this is a serious question. Lawrence said they just marked it in there; if you don't want to put it in there, just make a statement about it. Boyer said unfortunately that is not the way it works. He said she is making a motion to amend the agenda and we have discussion on the motion, this is the way it works. Lawrence asked do you have something to put behind this besides complaining about it. Boyer said yes, he has something to ask staff, why are we doing this. He asked why do we not have a complete packet anymore. Davis said this is something that was brought up after the packet was assembled and went out and it was something that we wanted to get direction on. Boyer asked is it time sensitive in someway that it can't wait until the next meeting. He said that is his point. Boyer said might someone in the audience want to make a comment on an ordinance that they might want to see revised. He said do as you choose. Voss said he is fine with the amendments. **DeRoche seconded the agenda as amended. Boyer, nay; DeRoche, aye; Lawrence, aye; Moegerle, aye; Voss, aye; motion carries.**

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

DUI Arrests: There were two for the month of February. One was a vehicle traveling on Hwy 65 southbound in the northbound lanes. The driver stated she had been at a bar in Blaine drinking which did not make sense with the location.

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Another driver was arrested after he was seen driving erratically out on Coon Lake, with no head lights on, after midnight. The driver advised he was drunk and stupid to be driving.

There were 2 thefts from vehicle reports for the month. Both vehicles were parked at businesses with backpacks/purses left inside the vehicle. When the owners returned to the vehicle they found a window broken out and their backpacks/purses stolen. The Sheriff's Office recommends not leaving valuables inside your vehicle, thinking it is safe because the vehicle is locked. As spring is approaching the number of theft from vehicle reports increases and it is a good time to remind everyone to lock valuables away in your trunk or take them with you. If you choose to lock them in your trunk, do so before you reach your destination, because if people are watching they will break your window and push your button and break into your trunk.

Last week there was a search warrant executed at a residence in East Bethel where a meth lab was found. The homeowner was arrested. First active meth lab in Anoka County this year.

Crime trends that are occurring within Anoka County:

Currently we are seeing an increase in burglaries to homes, during the day. The suspects are gaining entry by kicking in the rear doors of residences, opening the garage door, and parking their vehicle inside to fill with items from the home. When they leave, they leave the garage door open. If you see any type of suspicious activity going on, please don't hesitate to call 911 – our deputies cannot be everywhere and its alert neighbors who help us solve these types of crimes.

There is an on-going issue with thefts of outgoing mail. Make sure to utilize the blue post office mailboxes instead of using your curbside mailbox when sending mail. Mail thieves target mailboxes that have their red flag up. They will take your mail, being able to obtain bank account information (if you are paying bills), as well as credit card information (if you are mailing a credit card bill). These thieves will in turn create new checks with your bank account information or "wash" the checks that you have written and make them out to whomever they want. This can create a nightmare for you trying to clear your name from the fraudulent checks.

Copper thieves are hitting abandoned homes. They will break into a residence and take out all the copper piping located inside. Once again, this type of crime will be solved only with the help of diligent neighbors.

A new lucrative method for thieves to raise money is to hack into social networking sites and obtain relative information. The thieves (who are usually in Canada) then call and claim to be the person's grandson or granddaughter and being held in jail until someone will post bail for them. The unsuspecting relatives believe this is real and end up sending money which is very rarely recovered. Unsuspecting relatives are being bilked out of thousands of dollars.

Miscellaneous Information:

The Sheriff's Office does have a full time recreational deputy. He does enforcement in all of our contract cities. If you are having any issues with snowmobile /ATV/ watercraft problems please contact a deputy so he can pass the information along or you can contact Deputy Sink at the Sheriff's Office.

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When you see a deputy out on a traffic stop, and want to talk to them, please do not stop and approach them. This creates a safety hazard for the deputy, as well as other concerns. When a deputy is out on the stop, they are concerned with their safety as well as the safety of others. Many accidents occur on the roadside by people who "don't see the lights" etc, and the deputy needs to be able to concentrate on the incident they are dealing with at the time. If you do need to talk with a deputy, you can call 911 and someone will either come to your house or if you don't want them to respond to your house, they will give you a call when they are clear.

Boyer said he wants to congratulate the deputies for busting the meth lab, he is sorry to see a recurrence, but he is glad to see you got one. Lawrence asked is the home safe. Lieutenant Orlando said the home is posted as uninhabitable. DeRoche said the fire chief told him this is the first time the state hazmat team has come out. Boyer asked are we going to be doing well testing. Davis said he will have to check with the building official and fire chief. He said he knows the first testing came back that it wasn't too bad, but he will follow up with them. Boyer said in the past when we have dealt with this there was an issue with a couple of the neighbors wells

Karen Skepper – ACHRA

Karen Skepper said she is the Director of Community Development for Anoka County and the Assistant Executive Director of the HRA. She said MN Statute 469 defines the activities that can be undertaken by a HRA or EDA. Skepper said our HRA is very active with housing activities for all income groups. We have focused on market rate senior housing and have senior housing in Ham Lake, Centerville, Ramsey and Oak Gove. We have done county wide housing studies, and our most recent was released last month and will be on the county website. Skepper said we have done American Recovery and Reinvestment Bonds for the Fridley Medical Center (new construction) and Park River Estates nursing home expansion/conversion to rehabilitation. She said we help with conduit financing; we help Epiphany Stars and the National Sports Center. Skepper said we have done site specific market analysis, Make Heights Your Home, Down Payment Assistant, Redevelopment of residential property, Community Assessment Reports (lot by lot assessment of septic systems), and funding for non-compliant septic systems and well replacements.

Skepper said our HRA has helped in the planning area with Comprehensive Plan Updates for most cities, and city directed activities related to either housing or development for East Bethel, Columbus, Columbia Heights, St. Francis and Ham Lake. We have helped with planning for natural disasters, Watershed Planning, technical assistance, the Livable Communities Act – we will be meeting with the East Bethel city planner on Friday to assist and you can use our score for LCA funding if your score isn't high enough ours is a 95 out of 100 in the livable communities survey. Skepper said we helped NowThen with alternative funding for a project funded with federal dollars that couldn't move forward. She said we did a mobile home removal/replacement project in Hilltop and in Columbia Heights we undertook planning activities including appraisals, market analysis, and provided funding for demolition and redevelopment of the site.

Skepper said the ACHRA was granted economic development powers several years ago. She said to date we have undertaken funding for planning a central business district in Columbus, feasibility study, financial analysis and legal analysis for central business district, preparation of work plan necessary to undertake project, business survey.

Skepper said we funded the MetroMSP which is a website aimed business interested in

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locating in the Twin Cities. Each city is listed along with a contact person. The site receives more than 1,200 hits per month from different persons. This website is available for anyone to use. www.MetroMSP.org. She said you can enter parameters for a business that wants to locate in your community and can tailor the needs for that business and can find out if there are businesses like that in your area and if there are businesses to support that business in your area. Skepper said your City can enter any City owned property into the database and make it available to anyone.

Skepper said we are funding the Itasca Project. She said it is just getting underway, they have named a director. Skepper said this is thirteen county regional economic development organization which will provide a coordinated plan to promote the metro area. She said while the EDO is in the early stages, we anticipate publicity to begin soon with a branding effort as one of the first action steps.

Skepper explained that we participate in the 3M Championship Golf Tournament. She said we promote the resources in Anoka County, we have a tent a the championship with invitations sent to both the businesses within the county and those outside the county. Skepper said we hold events in the tent to promote economic development and we anticipate at least 4 special events this year. We have a business appreciation day where the cities are invited to attend and invite local businesses from their area. She said last year we had someone from the St. Paul Chamber talk about their site selector and we held a meeting for all the economic development staff in the state, it helped with networking opportunities, we made introductions and we find this to be a very useful event for economic development.

Skepper said Economic Development Authorities have many powers that have not yet been explored by cities. She said they include: facilitation of large scale development – linking developers and cities to assist in filling vacant buildings, industrial parks and undeveloped land, provide seed or venture capital to small businesses – establish revolving loan funds, serve as a limited partner in a project, retention of industry resulting in strengthening the community tax base and local economy, issuance of general obligation bonds or revenue bonds, acquisition, development and improvements to real property to make it suitable and available for economic development purposes, and operation of a public facility, including parking ramps.

Skepper said again, we are a reactive agency; we need a City Council to direct us to undertake activities. She said we can provide the see to venture capital to businesses; we acquire, develop and make improvements to property.

Skepper said she has a brief list of the funding the City of East Bethel has requested. You requested funding for planning of a City Center, planning for the development of senior housing, senior housing feasibility study, preliminary drawings for senior housing and City Center, planning for multi-family housing, financial analysis of projects, a sewer study, City Center and Town Center feasibility studies, planning and improvement of waste water in high growth areas, Comprehensive Plan update and planning/acquisition of real properties.

Moegerle said if we opt in, of course there would be a tax from Anoka County. Skepper said there is no additional tax; we are only able to levy one tax. Moegerle asked what is the process of opting in. Skepper said we need a resolution from Council. She said once the Council passes the resolution you are considered opted in. Moegerle asked how does that affect our local EDA. Skepper said you can still operate your local EDA.

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Public Forum

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

Bud Flagstad of 3200 229th Avenue NE said he comes to you on behalf of friends and neighbors on behalf of the power line. He said he carried a petition around and didn't find one person that wanted the power line. Flagstad said it is the same story; I don't want it in my backyard. He said it is not a problem for him, but for some people if you put it on the residence side of the street they are going to lose their whole front yard. He said he lives off the road quite a ways. Flagstad said he feels bad for his neighbors. He said the right-of-way is going to get cleared to put it in, and we are going to lose all the trees to have this put in. DeRoche asked what route are you talking about. Flagstad said Route A. He said since they have an alternative route that is a better option since it doesn't affect East Bethel. Boyer said 38 feet is the right-of-way. He said they want to put it three feet off the city or county right-of-way and then 35 feet from there. Boyer said in fairness they don't clear cut that zone, but they don't want nothing bigger there than shrubs. Flagstad said the committee put together a good alternate route, he carried a petition and only about four people we didn't get signatures from, they weren't home, and maybe they don't live there anymore. He said he was told that once they put the 69 volt line in, it doesn't take much for them to put the 100 volt line in on the pole. Flagstad said it is going to lower the value of a lot of people's properties. He said since he can't make it to the public hearing; think about it as a pole in your front yard, would you want it.

Eldon Holmes of 2773 222nd Lane NE said it is very hard for him to come on Wednesday nights, he has other things going. He said he has information he collected and which he thinks is very important. Holmes said the first thing is on the agenda you have Public Forum and are limiting it to three minutes per person; he said under the Constitution of the United States, we have the freedom of speech. He said it was taken to court in 1972 and was upheld, you can speak as long as you want, this three minutes, two minutes, whatever you want to call it, is unconstitutional. He said just for your information and he thinks you took an oath to conform to the Constitution of the United States.

Holmes said next is the ordinances of the City. He said since the new people have taken offices on the City Council, he believes every meeting has been totally unlawful and he can't believe we have a City attorney that sits there and does nothing. He said the ordinances of the law of the City and the Minnesota Statute 600 backs that law, if you are breaking any ordinance you are breaking the law, it is unbelievable how many items you have been against the law for. Holmes said the city administrator was dismissed, illegally; the previous attorney was dismissed, illegally; the agenda items are illegal, the agenda can't be changed unless you have a motion and it clearly states that in Roberts Rules of Order. He said nobody is a master of Roberts Rules of Order, even me. Holmes said the ordinance states this. Moegerle said we go by the newly revised rules of order. Holmes said it still states the same thing. He said it has to be approved by 2/3rds of City Council and each change has to be done by separately by a motion. He said and you have to have discussion on the motion. Holmes said he has seen motions that have been made and not even acted on, this is insane. He said he talked to a couple other Mayors and they have seen some of this City Council that we have had lately and they can't believe it, it is frustrating. Moegerle asked the Mayor if he was going to enforce the three minute rule. Boyer said we have no three minute rule. Holmes said you are not going to enforce it on me. Lawrence asked Mr. Holmes to hold to the three minute limit. Holmes said he understands. Lawrence asked to finish. He said so others have a chance to talk. Lawrence said however, we have not ruled on it yet, so he will

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let you continue until we make a ruling on it. He said there are many cities in the surrounding areas that do have a three minute rule. Holmes said they are against the Constitution of the United States, do you understand what I just said. Lawrence said so all these cities are against the constitution. Holmes said he doesn't care about those cities; he is concerned about the City of East Bethel. Lawrence said okay, we will have to take it under advisement with our attorney. Holmes said he is telling you this could be malfeasance of office.

Holmes said his other item is the city administrator (although see we have changed again), the water and everything else, think you ran on the basis that you were going to save money and now you want to change the website, that is going to cost money, not save money. He said you ran on something and don't adhere to it. Holmes said he doesn't think we want to talk about the city administrator that is a complete mess anyhow. He said if this continues he will look into calling the attorney general of the State of Minnesota, the City is looking like a bunch of bozos to other cities. Holmes said this can't continue, we are supposed to be upstanding citizens. He said Boyer has told you how to run this meeting and you ignore him, this is ridiculous. Holmes said this is not Nazi, Germany or Communist China. He said he has to leave, but he is telling you, he will be watching a lot closer, this is ridiculous, supposed to be human beings and grownups, this is like a little kid school, you guys have nothing on Barnum and Bailey. Lawrence said if you have complaints you really should file them with the city administrator, he would be happy to address them, if you have continued complaints.

Resident said she wants to welcome the new Council Members, they are very intelligent, they have not crawled out from under a rock. She said the old City Council people were doing something very illegal, it is very illegal to push an agenda when going to gain employment from it and gets lots of money. Resident said she found this out from one of the septic companies, inadvertently. She said charges should be pressed the old City Council the ones that got this all pushed forward, and it was certainly not in good faith that they did that after sever lawsuits were filed and just about two hours later they were making a motion they were going to get those bonds. Resident said and you know what, she doesn't understand, if you just got bonds a couple weeks ago and she was here at a meeting in January and heard the city administrator say the check was ready well that doesn't mean we have to go pick it up does it. She said and she has seen a couple things go down that are very illegal too. Resident said there are three houses down from her, five houses on her block. She said and he wanted variances think one was on the street side, never heard anything like that, but he waited until this little cabin became available on Coon Lake block grant on opposite side of the block, and these were supposed to go to a property to expand well and septic but no, no, he bought the place then he built a house and he sold them both. Resident said he made big money on the place because he had friends and distant relatives. She said and there is another place on Aspen and the old City Council approved, Uncle owned two lots, brother-in-law owned three lots and Uncle gave brother-in-law the two lots and we couldn't build a house on it because they wanted six lots, but I'll be damned someone built two houses on it. Resident said now we should have to put in City sewer and water because the houses are too close together, something is just not right. Moegerle said she has gone over the three minutes.

Resident asked has the Metro Council suggested a watershed plan for Central Avenue or the Coon Lake Beach area. Boyer said the Watershed Plans are based on watersheds not things like that. Resident said she knows but, obviously the old City Council pushed it and pushed it because someone wanted the money from employment. She said that wasn't right and

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pushed through at the end of the year when they knew no one wanted it. Resident said she wanted to know if anyone got the petition that Coon Lake Beach gave to Mr. Sell at the Coon Lake Community Center. Lawrence said real quickly here, there is no plan for water and sewer at Coon Lake Beach right now. He said it is not in the plan right now. Lawrence said and we didn't get your name and address. Resident said Marsha Carson of 151 Maple Road. She said she was a little upset, listened to meeting from the 5th saw someone's wife and someone else was absolutely rude to you folks and know it is upsetting to lose a job, and some friends, and could see from the guy that was before me, but there is only one reason why so many people were removed and that is because the old City Council were doing illegal things and people were not liking it and people want honest people in here.

Carson said she has one more thing, the well over one Central, many years ago, a bunch of big industrial barrels of solvents and waste were dumped over there, and they were dumped in Andover and in Isanti. She said people were putting them in trucks and instead of paying the money if people lost them on the way to where they were taking them, it would save the companies a lot of money. Carson said so these people dumped them and the solvents are in people's backyards. She said there was one lady that had incinerator fires in her yard with her two year old. Carson said this was quite a while ago, and she is sure they have cleaned this up, but she was telling her husband, they might have just replace the top 10 inches of soil, so the further east you put the well the better off you will be.

Denise Lachinski of 22286 Vermillion Street NE asked Lieutenant Orlando to enlighten us about meth labs, is there generally just one, or is there a group of people. Lieutenant Orlando said the reason it has become so rare is because the pseudoephedrine has become so most of the meth that comes into this area is coming from Mexico, so it is very rare. She said ten years ago we would find things all over on the side of the road, gallon jugs, empty containers, etc. Lachinski asked is there anything we can look for such as an empty house, things in the ditch. Lieutenant Orlando said yes, lots of times there will be empty pop bottles, things that hold liquids in them. Boyer said but don't handle them. Lachinski said but that is the thing, it has been so long that kids probably think they can just throw that or shoot it with a bb gun. Lieutenant Orlando said if you see these kind of things just call 911 but it is so rare because most of the manufacturing is being done in Mexico.

Gordon Hoppe of 18530 Buchanan Street NE said he had his business in the City and sewer and water area, sold his building because of the cost of the sewer and water. He said he wants to buy another building in City for his business. He said he is going to apply for an IUP/CUP to run his business in the meantime out of his residence in the City so he can bring his equipment to his home and he hopes the Council takes this into consideration otherwise he will take his business to Oak Grove, Ham Lake or another city. Moegerle said we hope you stay.

Christine Howell of 22314 7th Street NE said she has three separate issues all deal with the same things, Castle Towers, the waste water treatment plant up there. She said after listening to the last meeting, hearing Voss say we were contractually obligated to pay that bill her curiosity was peaked so she started doing some digging. Howell said in 2004 we did a quick take and what was the purpose of that. She said usually when you do a quick take its through eminent domain which is not a positive thing for the one that's land is being taken. Howell said she knows we pay for it, but she wants to know what our reasoning was behind that, to begin with, how did all that start. Voss said that was before him, he was elected in 2004. Howell said she would like to find out how it started.

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Boyer said first of all he voted against this. He said it started back in the 70's. Boyer said the City decided a TIF district was a wonderful thing and issued bonds for what is now Whispering Aspen and the trailer park. He said the developer sold off the property that became the trailer park. Boyer said and then the developer defaulted on the bond and took the money that they got on the sale of the trailer park. He said for years the City carried the 80 acres and for a long time all they could pay was the interest on the bond because it was taking 20% of the cities income until the early 90's when Council was finally was able to pay principal. Boyer said and in 2001, somewhere in there, he was on Council, they tried to start coming up with solutions like selling the property to get tax revenue. He was in opposition of the sale to Mundle because he didn't like the park provisions, they waived all park fees, we have to the provide parks, and there were other things. Howell said all it showed in minutes in 2004 was Council Member Winegar kept asking how are we going to pay for this. Boyer said she voted for it.

Howell said in one of the minutes, where does Minards Lake fit in to this. Boyer said it is slightly to the west. Howell said the reason it is coming up is the waste water treatment plant and on April 1, 2004 the minute's state the hydrants went bad and Hunter said we knew there would be repairs, but on the upside we will be generating money for those repairs in a couple years. She said which brings her to her next point. Howell said this peaked her interest. She said sent an e-mail to all of you about the bonds and about the residents who cannot use Castle Towers water and sewer, how much are the residents that can't use it paying for the debt compared to the ones that are using it. Howell said and, Voss answered, she didn't expect and answer because it is so late in the game, but apparently the taxpayers are paying for it, $109,000 from the general fund, where does the money come from for the general fund, the taxpayers correct. Voss said he answered her, that is correct. Howell said she didn't get that, but she did get the answer for how much will we pay in 2012 and you said it is too early to predict. She said but she had responded you should be able to predict going off of the hook-ups and that one she hasn't had a chance to check and you haven't probably had a chance to answer, which Mr. Davis brings you into the question, how many hook-ups, because if we don't have any hook-ups we will be paying $159,000 in 2012. Davis said that is correct, unless there are hook-ups they only revenue we will have to apply to that is the special assessments. Howell asked and the special assessments, she thinks the payment is $177,000 and the special assessments total $18,000. Davis said that is correct. Howell asked how many hook-ups did we have in 2010. Davis said zero, he doesn't think we have had any since 2008. DeRoche said not since 2007. Howell said so chances are pretty good that taxpayers are going to pay $159,000 for this next year. DeRoche said yes.

Howell said the reason she is asking is we have another water project starting, if you don't hook-up, you don't pay, is this how this other one started, because she is kind of paying and this is back in 2004 that Hunter said that and she doesn't use that sewer. Boyer said while he appreciates your analysis, he thinks you are missing one important item. He said the City was paying $100's of thousands in interest every year for the bond default. Howell said she tried to get this. Boyer said in fairness, even though he never supported this, and still doesn't support this, this was a bad deal for the City from the beginning and to saddle anyone with it is kind of unfair. Howell said bad decisions happen and we paid 1.9 million for that one. Boyer said you were paying that already, this at least put an end date to it. He said this was ongoing for 20-25 years. Howell said so she is sleuthing away and she puts in the property ID to see who owns the property and it wouldn't come up, so she gets to the county and we don't even own the property anymore. Voss asked which property are you talking about. Howell said she got this from Pierce, a resolution, it looks like it is when they took you to court and you rescinded all the charges. Voss said he thinks you are talking

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about Castle Towers. Boyer said we sold the property to Mundle. Voss said he assumes this is the Castle Towers property. Howell said apparently the City sold this property to Firebird. Voss asked why are you asking this in a Council meeting. He said you need to talk to staff about this, he said this in his e-mail. Howell said that was about the bonds. Voss said okay, he will be clear here. He said you are asking very detailed questions from long ago at a City Council meeting and taking up a ton of time right now. Davis said if you would like to meet with me, we can see what the issue is, he thinks that there were some PIN numbers that were changed so that might be why there is some confusion of who owns some property. Boyer said as part of the sewer system, the City bought some land that had the sewer system on it, and for expansion. Howell said she did ask for assistance, and Warren was trying, but she was busy and think she talked to Davis. Lawrence said if you would meet with Davis, think he could help you. Davis said we can meet at your convenience. Howell said she would love to. She said if it was sold and or we own it she wants to know if that money went back to the debt.

There were no more comments so the Public Forum was closed.

Consent Agenda

Voss made motion to approve the Consent Agenda including: A) Approve Bills; B) Meeting Minutes, March 2, 2011 Regular Meeting; C) IUP Renewal/Home Occupation, 2110 Deerwood Lane – Terry Hartin; E) Resolution 2011-10 Recommending Approval of Gambling Premise Permit for CHOPS, Inc at Hunters Inn; F) Approve Advertisement of Bids for Fire Department Utility/Pickup Truck. Boyer seconded. Boyer said he would like to pull item D) Approve 2:00 AM License for Route 65 Pub & Grub to discuss separately because he has one simple question. **All in favor, motion carries.**

2:00 AM License for Pub & Grub

Boyer said he just wanted to know if we have had any noise complaints because the other bar that some of these people were involved in has some complaints. Lieutenant Orlando said she is not aware of complaints. Boyer asked Davis is he is aware of any complaints. He said no he is not aware of any complaints.

Voss made a motion to approve the 2:00 AM License for Route 65 Pub & Grub. DeRoche seconded; all in favor, motion carries.

IUP/Home Occupation, 18333 Yancy Street NE – Stephen VanKrevelen

Davis explained that VanKrevelen is requesting an IUP for a home occupation to allow a home-based computer repair and IT support business known as Anoka Computer Center, LLC. The purpose of the business is to provide affordable personal computer repair, IT, and maintenance services to private parties and small businesses in the area. VanKrevelen has stated that the majority of the work will be completed off-site; however, some clients may visit the site.

Computer equipment and e-waste recycling will not be an offered service. The small amount of waste generated by hardware replacement parts will be recycled by Asset Recovery Corporation in St. Paul. According to Anoka County Environmental Services, a hazardous waste license is not required for this type of business.

Home occupations are a permitted use in the R1- Single Family Residential District as long as VanKrevelen 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.

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Planning Commission recommends approval to City Council for an IUP for a home occupation known as Anoka Computer Center, LLC, located at 18333 Yancy Street NE, Deer Path Farm, Lot 5, Block 4, PIN 34-33-23-32-0015, with the conditions as listed in the write-up.

Boyer made a motion to approve the request of Stephen VanKrevelen for an Interim Use Permit (IUP) for a business known as Anoka Computer Center, LLC to be located at 18333 Yancy Street NE, East Bethel, MN 55092 (PIN 34-33-23-32-0015) with the following conditions: 1) 1. Home Occupation shall meet the specific home occupation standards set forth in the City Code Appendix A Section 10-18: a. No more than three (3) persons, at least one (1) of whom shall reside within the principal dwelling, shall be employed by the Home Occupation, b) No traffic shall be generated by any home occupation in a significantly greater volume than would normally be expected from a single-family residence, c) Any sign associated with the home occupation shall be in compliance with the East Bethel City Code, Chapter 54. Signs, Home occupation signage must be no larger than two (2) square feet (City Code Chapter 54-4.3), d) The home occupation shall not generate hazardous waste unless a plan for off-site disposal of the waste is approved, e) A home occupation at a dwelling with an on-site sewage treatment system shall only generate normal domestic household waste unless a plan for off-site disposal of the waste is approved, f) The home occupation shall not constitute, create, or increase a nuisance to the criteria and standards established in this ordinance, g) There shall be no outdoor display or storage of goods, equipment, or materials for the home occupation, h) Parking needs generated by the home occupation shall be provided on-site, i) The area set aside for the home occupation in the principal structure shall not exceed 50 percent of the gross living area of the principal structure and the area set aside for the home occupation in the attached or detached accessory structures or garages shall not exceed total accessory structure space, j) No structural alterations or enlargements shall be made for the sole purpose of conducting the home occupation, k) There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, or any other nuisance resulting from the home occupation. 2) Violation of conditions and City Codes shall result in the revocation of the IUP; 3) All conditions must be met no later than April 16, 2011. An IUP Agreement shall be signed and executed no later than April 16, 2011. Failure to execute the IUP Agreement will result in the null and void of the IUP. DeRoche seconded. Voss asked is VanKrevelen aware of the commissions conditions. Davis said yes and he was notified of the meeting, but he couldn't attend. **All in favor, motion carries.**

Park Comm. Minutes

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

Road Comm. Minutes

Davis explained that the February 8, 2011 Road Commission unapproved meeting minutes are provided for your review and information.

Booster East/Cedar Creek Trail Project

Davis explained that with Option One, should the Council elect to proceed with this project the total cost would be $440,545.04 or an additional $359,958.89 over what has been spent to date. These costs would be paid from the City's MSA fund ($300,434.52) and from the Trails Development Fund ($140,110.52). There is currently $124,189.40 in the Trails Development Fund and a transfer of $29, 242 from the City Council is scheduled for July 2011 to this fund. This transfer would bring this account balance to $153,431.40, which

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would cover costs of this portion of the project and leave a balance of $13,320.88 as of July 2011. The construction completion date of this project is scheduled for June 30, 2011.

Option Three, construction of the connection between Booster East Park and 224th Avenue as originally planned would provide for pedestrian access to Booster Park from the north and would eliminate the potential vacation of easements previously purchased from two property owners. Should the remaining portion of the trail be constructed in the future this section of the project
would be in place and its required easements secured. This alternative is shown as Attachment 2 and 3.If this option is selected the easements not necessary for this segment should be considered for vacation if the continuation of the trail to Cedar Creek at a future date is cancelled. The additional costs for this option are as follows:
1. Construction of 800 LF of 6' wide asphalt trail and fencing $ 39,000
2. Engineering $ 2,500
3. Vacation of 4 easements $ 2,000
Total $ 43,500

Option four which as looked at earlier in the process, construct the connector trail between Booster East Park and 224th Avenue, add the connector trail on the City right of way between Xylite and Yancy Street and terminate the remainder of the project.
1. Construction of 800 LF of 6' wide asphalt trail and fencing $ 39,000
2. Construction of 1,000 LF of 6' wide asphalt trail(Xylite to Yancy) $ 45,000
3. Engineering $ 2,500
3. Vacation of 4 easements $ 2,000
Total $ 88,500
This project was presented to the Parks Commission at the March 9, 2011 meeting and a letter was sent out to the residents who would be affected by it. The residents were overwhelmingly against the construction of Option # 4. The Parks Commission voted not to endorse Option #3 and selected Option #1 as their preferred choice for this project.

Option Two, should the City decide to terminate this project, the $80,586.15 which was incurred prior to December 31, 2010, would be charged to funds designated to finance this project. In addition, the City has acquired and recorded 6 easements for the construction of this project. These easements were conditionally given by property owners and obligate the City to certain privacy and entrance improvements, tree removal and payment for two of the easements. Council should consider vacating the easements or retaining the easements and satisfying the terms under which they were given. The additional costs for this option are estimated as follows:
1. Engineering costs $ 300
2. Contractors bond costs $5,400
3. Vacation of 6 easements $3,000
Total $8,700

Boyer said again, the Parks Commission and the City Council held a great number of hearings on this issue and the original option is the one that was preferred by the people. He said everyone north was opposed to the projected and everyone to the south was in favor of the project. Lawrence said when we had this meeting for this little L shaped trail; most of people there were opposed to it. He said there is a trail the kids have already built. A cow path, if we built this, the kids wouldn't use it. The neighbors were wildly against this. Boyer said why is he not surprised that is what we found last time. He said Patty Bass brought in a petition with signatures from 101 of her neighbors to the north that want option one. Voss

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said he read the minutes and he appreciates the residents comments and he isn't overly surprised by it, but perhaps it should have been presented as if the alternative to not having the Xylite connection was not having a trail at all was how would they feel. He said that is how he thought he brought it up at the last meeting; if you are not going to get a trail would this help. Voss said it seemed to him Council was not interested at all, on building a trail at all. DeRoche said he is not opposed to having a trail on 224th to Booster Park. He said we already have the two easements and it could be built on in the future. Davis said that is correct. He said residents were concerned about security issues. Davis said one gentlemen just got an IUP for livestock and was concerned about that and maybe people coming into their backyard, things of that nature. Voss said he can appreciate that, if he had a trail going through his backyard, he would be concerned as well. He said it is a balance of priorities, does that neighborhood want a trail access to Booster Park. Lawrence said they have one already. Voss said but trails are not just for kids and this is not plowed in the winter. He said the cow path is right on the property line. Voss said would be a better spot for a trail.

Lawrence said his recommendation is option three; we would save MSA funds and could use them on roads. He said the reason we would do this is to keep from raising taxes, that MSA fund is tax money, taxpayers money statewide, trying to use it on roads, that we have to build in East Bethel and if we don't use those funds that we have to get the money out of the general fund to build the roads and we have 1.5 that we have to do. Davis said if you go by our Capital Improvement Plan, actually more than that, 2.7 million projected out in the next several years, we will borrowing out on the MSA funds to complete those projects.

Voss asked do we ever use general funds to complete MSA projects. Davis said not since he has been here, he doesn't know about before that. Jochum said you have done it in the past, LeTourneau did it for overlays. Voss said that was a long time ago. He said point he is trying to make is if it is an MSA route we use MSA funds. Voss said he doesn't want to put a misunderstanding out there that by using MSA funds on this project we will be using general funds on another project out there. Lawrence said with the state deficit can we rely on MSA funds. Voss said we will always have MSA funds; it is how we apply them with priorities. Davis said those can vary annually, if taken off Bataan it could be used to accelerate other projects. Lawrence said we have a road we want to construct, have new stop signs on 221st, have a service road going south on 65. Davis said the service road you are referring to will go from 221st to 215th to Teddy Bear Daycare. Lawrence said and that is and MSA street. Davis said yes, it is an MSA street. Voss said that is funded now. Davis said we have a MnDOT Cooperative Agreement and going to use $600,000 of MSA dollars to fund that. Lawrence said we just want to make the best use of our MSA dollars. Voss said he agree, but the thing about saving taxes is incorrect. He said if we were using MSA dollars to fund this, however we were funding our Trail Capital fund, agree it is a priority. Lawrence said we need to look at our roads first. Boyer said the purpose of improving roads is to protect public. He said the purpose of building trails is exactly the same, so do what you like.

Moegerle made a motion to approve the trail for Booster/Cedar Creek Trail Option 3 as provided for in our packet on page 90 and 91. DeRoche seconded. Boyer, nay; DeRoche, aye; Lawrence, aye; Moegerle, aye; Voss, aye; motion carries.

RFPs for Construction Administration for Municipal

Davis explained that the next item is RFPs for Construction Administration for Municipal Services. He said attached is a draft Request for Proposals (RFP) for construction for the City's Utility Infrastructure Improvements. Due to the current project suspension, the RFP does not include the Water Treatment Facility at this time. As indicated in the RFP, Construction Services are being requested for:

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Services

Project 1 - Phase 1 Project 1 Utility Improvements and East Bethel Gravity Interceptor and Discharge
Project 2 - Construction of Municipal Well No. 1 and No. 2
Project 3 - Elevated Storage Tank
Per the agreement with MCES they must concur with the consultant that the City selects for Project 1. For that reason staff is recommending that the RFP be provided to only the firms that routinely work for MCES. The suggested list of consultants is: WSB, SEH, Bonestroo/Landform, TKDA, Barr Engineering, and Wenck. It has also been suggested that this be opened to anyone who wants to submit a proposal.

Voss said he is going to cut Davis off before he goes any further. **Voss made a motion to table the RFPs for Construction Administration for Municipal Services.** Voss said we had a meeting on Monday with Met Council, MnDOT, various engineers and staff and discussed the framework, the Mayor and I were at the meeting and there are a lot of changes that need to be made to what is in our packet, to the content and approach. Davis asked do you want to table all of it, or just the sewer portion. Voss said all of it, so many different, think we need to refine the discussions, with Met Council and piping, we talked about the wells, tower and whether we do it together or not. Moegerle said it is going to be three weeks until the next meeting on April 6th, are you asking city engineer to act in of the project manager, in that capacity for that extended time. Voss said that is what he is assigned to do. She asked how would you proceed if your motion succeeds. Voss said table to the next meeting but it is not out of question to provide a draft within that time. Jochum said more discussion was about opening to other consultants and what qualifies your firm to provide a proposal. Voss said there is language the Met Council would provide. Lawrence asked if Jochum has heard back from Met Council yet. Jochum said no, he hasn't heard back from them yet. He said we could have a draft fairly early next week. Voss said in the past, staff has sent out drafts for review, we have given comments, and then staff acts on it, and then put it on the next council meeting for action. Davis said that will give us ample time to review Met Council's comments or reevaluate the project if we so choose. **DeRoche seconded; all in favor, motion carries.**

Change Order No. 1 – Elevated Storage Tank

Jochum explained that as you probably are aware the contract for the Elevated Storage Tank was awarded to Caldwell Tank, Inc. on December 1, 2010. Staff has notified the contractor that the temporary project suspension has been lifted. The contractor has requested 122 calendar days for substantial completion, 130 days for final completion. He said staff is recommending that Change Order No. 1 be considered and approved.

Voss asked why is Caldwell asking for substantially more time than the contract has been on suspension. Jochum said they weren't notified in writing until 2 weeks ago. Voss asked with this schedule does it affect anything in terms of implementation in the end, when is Met Council's plant ready to go online. Jochum said they have told us that don't worry about the treatment plant; as soon as you have the pipe in the ground they will be ready for business. Davis said the pipe is July 2012 and treatment plant is 2013. Jochum said in his opinion this is a substantial amount of steel and not asking for change in price.

Voss made a motion to approve Change Order #1 for Caldwell Tank, Inc. for a change of time, without a change of contract value. DeRoche seconded. Lawrence asked with correction to what we have in our packet. Voss said yes. **All in favor, motion carries.**

Pay Request – Municipal

Jochum explained that Municipal Builders, Inc has made application for payment for the Water Treatment Facility Improvements. The major pay items for this pay request include

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Builders, Inc.

the bonds and insurance payments and soil testing work that has already been completed. The Pay Estimate includes payment for work completed to date minus a five percent retainage. The contractor is requesting a partial payment of $63,574.00. A summary of the payment is as follows:
Total Work Completed to Date $66,920.00
Less 5% Retainage $ 3,346.00
Total payment $63,574.00

Due to the current project suspension, staff has requested that the City Attorney review the payment. The City Attorney has indicated that the payment should be paid if the contractor acknowledges the following two items in a letter type agreement:
1. If this project was cancelled, any refund from the bonds would be credited back to the City.
2. The City is paying this under a reservation of all rights.
Jochum said that letter has been drafted by the City Attorney and MBI has signed it.

Staff recommends Council consider approval of Pay Estimate No. 1 in the amount of $63,574.00 for the Water Treatment Facility Improvements with the condition that the contractor sign a letter agreement stating, 1) If this project is cancelled, any refunds from the bonds would be credited to the City and 2) The City is making this payment under a reservation of all rights.

Moegerle made a motion to approve Pay Estimate No. 1 to Municipal Builders, Inc. in the amount of $63,574.00 for the Water Treatment Facility Improvements with the condition that the contractor sign a letter agreement stating, 1) If this project is cancelled, any refunds from the bonds would be credited to the City and 2) The City is making this payment under a reservation of all rights. Lawrence seconded; all in favor, motion carries.

Engineer – Test Wells

Jochum said this came up after the agenda went out and is somewhat time sensitive. He said the test well was completed last Thursday. He said it was found that FIG formation was rarely thin. Jochum said on the upside there was a large seam of gravel above that and the City may be able to produce a well from that. He said we are recommending the pilot hole be drilled, but also recommending that if the sand and gravel layer is there in abundance that we also drill another test well in that layer. Jochum said since the hole will already be there the testing and pumping will be an additional cost of about $10,300, this decision will have to be made probably early next week and that is why we are bringing it up tonight.

Voss asked can you briefly talk about net effect of the FIG being smaller. Jochum said in a sense it will likely produce less water and that isn't known until you open the hole and get water. He said it will likely get 250-300 gallons per minute. Jochum said he thinks he could get out of the sand and gravel layer another hole that would pump 500-600 gallons per minute. He said there is a good confining clay layer above would be good opportunity to have to have two separate wells in two separate aquifers, one in the FIG and one in the DRIFT. Boyer asked do we know about the water quality in the FIG. Jochum said no, not yet. Moegerle asked him to explain about the DRIFT well, what that means, where it is located. Jochum said essentially there was a seam of gravel, it would be logical to drill a residential well in first seam of gravel you find, most residential wells are in that, then next layer is clay layer, then below that is a gravel seam layer, then a nice rock layer, then the next layer is the FIG. He said the FIG is more like sandstone or looks like beach sand.

Voss said having 30-40 feet of clay above is important. Jochum said part of issue is DNR is

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requiring a 7 day pump test to see if DRIFT well or Franconian well affects residential wells. He said they make you prove if you are going to affect something, if you prove you are going to affect something, they might let you go in Mount Simon. Lawrence asked which direction do they want to drill the next well. Jochum said either north or south. Lawrence asked which direction would you want to go. Jochum said he doesn't think it matters. Voss if we confirm the thickness of the DRIFT in either well does that confirm the capacity of the well. Jochum said yes, if we can confirm the well. Voss said is this basically the same thing twice, analysis, everything. Jochum said yes.

Voss made a motion to direct Traut Wells under Jochum's guidance to drill another test well, with the estimate cost of $10,300, but only do if gravel layer is there. Moegerle seconded; all in favor, motion carries.

2010 Joint Powers Agreement (JPA) Street Maintenance Projects

Davis explained that the following projects were bid as part of the 2011 JPA Street Maintenance program. These projects have been identified in the 2011 Street Capital Improvement Plan (CIP) and recommended by the Roads Commission at their February 8, 2011 and March 8, 2011 meetings. The Roads Commission also recommended that the balance of $72,861.54 between the project cost of $288,138.46 and the project budget of $361,000 be applied to seal coating additional streets under this years proposed work. The bids we got this year were surprisingly low. Don't have any reason with that, especially with what oil prices have done. The Roads Commission and his recommendation would be to fully fund this project. If you so concur we need to send in a letter of concurrence to the City of Coon Rapids indicating our participation in these projects in an amount of $288,138.46 and up to $361,000 if the additional seal coat work is approved.

Boyer made a motion to approve the 2010 JPA Street Maintenance Projects bids in an amount of $288,138.46 and up to $361,000 if additional work is approved and send a letter of concurrence to the City of Coon Rapids. Voss seconded. Voss asked are the additional projects identified yet. Davis said no, but he intends on bringing those back to you for your approval. He said he intended on starting on the 2012 projects and working his way down. Lawrence asked about the JPA. Davis explained this cities that join together and it enables us to collectively bid the street maintenance projects. He said there is a small administrative fee we pay Coon Rapids for this, 1.5%, for bidding and specs on this. Boyer said and we have saved at least 20% on this. All in favor, motion carries.

Code Enforcement Report

Davis explained that the code enforcement report of properties as posted unfit or hazardous is provided for your review and information. He said the next report will be updated and expanded a bit, the information here is dated a bit, and we will make sure it is more current.

Comprehen-sive Plan Review – Set Meeting Date

Davis explained that According to the 2008 East Bethel Comprehensive Plan, it will be reviewed on an annual basis to insure the plan remains as an effective development guide for East Bethel. As necessary, corrections may be made to deal with unforeseen circumstances.

To date, there has not been a review of the 2008 Comprehensive Plan. Staff suggests City Council set an evening work session in April to review the plan. Staff recommends City Council set an evening work session in April to review the 2008 Comprehensive Plan.

Voss said question he had is we had a work meeting to do this, January 19th. He said maybe his dates are wrong, but to conduct this review. Moegerle said we began to talk about this process then, but she met with the city planner about the process and she would like to do this in a more organized way, she has had some time to review some issues, and that is her

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understanding of why there would be a second meeting, this would be a more formal process, but not sure it would be the final review. She said she is sure we will get more information as we get closer to the time.

Voss said with not knowing what we are going to do, he would suggest we do it on April 6th, before the Council meeting. Moegerle said maybe we should wait until after the Town Hall meeting, so we can get some suggestions from the residents. Voss said he doesn't even know what is the mechanism of the review. Moegerle said and Chapter 9 is silent on that. Voss said right, we put it in there; it just says it will be reviewed on an annual basis. Davis said maybe we can get more information on this, an outline of the issues that the city planner had and put this on the next council agenda. Voss said he doesn't want to set a meeting when he doesn't know what we are meeting for. Lawrence said so you are looking for direction from city planner. Davis said we will report back. Voss said we know there is nothing from Met Council that requires we do this.

Farmer's Market

Davis explained that Farmer's Markets are an exciting and fast-growing trend within America's food system. They promote healthy life styles, offer a venue for personal interactions between consumers and producers, and strengthen communities.

Current USDA statistics indicate that farmer's markets nationwide, is up 111%. Minnesota alone has well over 100 markets, a number that has doubled in the last five years. Consumer demands for local foods and benefits for producers from direct marketing their products are two factors contributing to this dramatic rise in numbers.

To get the market off to a positive start, it typically takes at least eight (8) months. With this in mind, the earliest a market could be part of the East Bethel community is spring 2012. Staff has acquired the Farmers' Market Manual for Minnesota, developed by the University of Minnesota Extension Service which will assist staff and City Council in the process of establishing a market. The manual provides information including starting the market, governance structure, retail locations, promoting/managing the market, etc. Staff also is networking with other communities that have successful markets such at Ramsey, Maple Grove, and White Bear Lake.

If the City Council decides to pursue a market, some questions that will need to be answered at some point include the following:
Where do you see the market located?
What size of market would you like to have?
What kind of market would you like to have?
What products would you like to sell at the market?
What activities, if any, beyond buying and selling would you like to see at the market?
What are your vision/goals for the market in three (3) years, five (5) years, ten (10) years?
A clear vision of a market will help design a market in a manner that best suits the needs of the community. In the near future, a work group may need to be established to assist in the process. The soonest a Farmer's Market might be established is Spring of 2012.

Boyer said he is all for this, but he will say this. He said when this was brought up two or three years ago, he undertook it to speak with the Goldeman's, at the time there were two farms that employ farmer's markets as their main fundraising the other was the alpaca. Voss said there is another one on Durant; he knows the family has been doing it for a long time. Boyer said both did not want to participate very much, because it is such a big part of their income, they were much more comfortable staying with their tried and true farmer's market.

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Voss said what he was going to suggest is for us to contact them, and perhaps not so much not to have them as just a participant but for guidance also. Davis said that would be a logical first step to contact the local farmers markets for guidance and to get them involved. Boyer said also it would be good to look at doing this on a non-traditional day, like on Sunday. He asked doesn't White Bear have on Tuesdays. Davis said one has theirs on Wednesday, Thursday and Friday to capture traffic going home from work. Davis said one thing that is critical is location. Voss said the arena would be good it is on the east side. Davis said yes. Moegerle said and we have to have a minimum number of vendors to make it worthwhile, and where are we going to attract vendors from. Davis said he thinks you need to open up to anyone that wants to sell. Voss said have city planner take next step and keep us updated on each step. He said but also contact the current farmers markets. Voss said he will get you the other name, they sell flowers.

Fire Dept Reports

Davis explained that the February Fire Department reports are provided for your review and information.

Public Works Seasonal Employees

Davis explained that increased demands for road and park maintenance in the spring and through the summer has traditionally required hiring of seasonal personnel to support these activities. Increased work load during this time on projects in parks and on streets along with scheduled leave time for full time employees creates a situation where the seasonal workers provide additional manpower to assist in project and maintenance activities schedules.

During the upcoming spring and summer, there are labor intensive park projects scheduled for the installation of edging and mulch at seven parks and irrigation repairs and improvements at Booster West Park which will require City personnel and equipment for completion. The extra staffing will enable the Department to complete the projects as well as ensure adequate maintenance for existing parks. Road projects include crack sealing, seal coating, Class V resurfacing and patching/paving work on approximately eight miles of City streets. These projects are in addition to the normal maintenance activities that generally require significant staff time.

To complete the work scheduled, staff is requesting approval to hire three seasonal employees to work from mid-May through the end of August 2011. These seasonal employees would permit the normal park and street maintenance to proceed while the more experienced staff work in those construction activities that require additional experience. Seasonal employees would also be used for general labor and to back up the schedule when full time personnel are scheduled for vacation.

Funding for these positions in the amount of $9,052 is provided for in the 2011 General Fund under the Parks Department budget and an additional $12,244.82 in salary savings in this Department is available to fund these positions. First year seasonal employees are proposed to be paid $10.00/hr. and seasonal employees with previous employment with the City would be paid
$11.00/hr. The total funds available for seasonal employees are $21,296.82 and the projected cost for these positions is $18,000.

Voss made a motion to approve three seasonal maintenance employees from mid May to August of 2011 for a project cost of $18,000. Moegerle seconded; all in favor, motion carries.

Website Work

Davis explained the City of East Bethel Website has had the same "look and feel" since

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Group

2002. For many residents, businesses and visitors, this is one of the first looks they get at the City of East Bethel.

It is recommended that City form a Website Work Group consisting of three to five members. Council Member Moegerle has shown interest in serving on this work group, the deputy clerk and city planner would also like to be involved in this work group. The work group would be responsible for making recommendations to Council on the updating of the website, establishing a budget and draft a timeline for the project. Staff seeks Council direction to begin the process of forming a website work group. Davis said our website needs some upgrades. Voss said changes in the way websites are run. He said he would suggest we not restrict ourselves to staff and Council on this and that we would certainly have residents that have expertise, so open it up to one or two residents. Moegerle said get ideas to be vetted. Voss said for something like this, it is just people throwing ideas on a board. He said really it is the residents using it, find out what they want to see, and then pick a service to set it up. Moegerle said we are going to need photographs of East Bethel.

Appoint City Clerk/ Treasurer

Davis explained that the attached is a response to our request for information from the League of Minnesota Cities (LMC) inquiring if the City can operate with a Deputy City Clerk and Deputy City Treasurer until a new City Administrator/Clerk/Treasurer is appointed later this year. According to the response from the LMC, the City of East Bethel needs to designate a person to be the Clerk/Treasurer. Operating with deputies is not advisable in their opinion. However, the Interim City Administrator or one of the deputies could be appointed to Acting or Interim Clerk/Treasurer. A Minnesota Statutory City, such as East Bethel, must have a named Clerk. Minnesota Statute 412.151 attached to write up response to our need to appoint a new city clerk. It is recommended that Council appoint the interim City Administrator as the Acting City Clerk/Treasurer.

Boyer asked why isn't Warren doing this. Davis said sometimes we need signatures and it would be easier this way, instead of having to look for someone. He said if you want that person to be the full time clerk you can go ahead and do this. Boyer asked why don't we have a clerk/treasurer. Vivian said if you have a combined clerk/treasurer position then you are required to have an annual audit, that would cost the City $15,000 to $20,000. Moegerle said we should make Davis the clerk/treasurer and then make up our mind on the ordinances. Voss said he would like input on the city administrator on how they want this run when we have a permanent administrator. Boyer said he does not want this to be part of the administrator duties. Voss said we already have a deputy city clerk and deputy city treasurer. Moegerle asked do we have to have the position of clerk/treasurer. Voss said it is a simple change of ordinance. Vivian said it is a question of what you want the structure to be. He said it is not clear of whether you wanted that to bet he intent. Vivian said as you think about the issues, personnel structures, etc. Voss said it comes back to when we get this set in stone with the city administrator; different people are going to have different opinions on how they want this run. Boyer said he wants to know the duties.

Voss made a motion to appoint Jack Davis, interim city administrator, as clerk/treasurer. Boyer asked can we put a time limit on it. **Voss amended his motion to add: for 60 days starting April 1, 2011.** Voss said his intent is when we fill the position of city administrator we will know what we want to do with this. **Lawrence seconded; all in favor, motion carries.**

US Cable PEG Fee

Davis explained that PEG stands for Public Education for Government. He said US Cable notified the City of East Bethel on Thursday, March 10, 2011 at 5:38 p.m. that per the cable

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franchise agreement with the City that PEG fees had not been billed for the period of March 1, 2008 through March 1, 2011. As indicated in the attachment, US Cable through an accounting oversight has never implemented these charges. The PEG fees as shown in the attachment are to be used solely to fund the cable access channel. Based on 951 cable subscriptions, $11,982.60 in PEG fees have not been collected by US Cable for distribution to the City during the period listed above. US Cable has proposed four options to remedy this problem:

1.) Amend the ordinance to delete the PEG fees. However, that won't support future equipment purchases or replacements for cable access equipment;
2.) Proceed with the scheduled fees as indicated in the attached schedule, forgiving the unbilled PEG fees through March 2011;
3.) Change the fee schedule to allow an additional sum of $0.35 to be added for a three year period to the March 1, 2011 through February 29,2016 schedule or other pro-rated amounts to recover the unbilled cost; or
4.) Change the fee schedule to a lower amount and use the 5% franchise fee to support the cable access program as necessary or if required.

Any change in fees or schedules would have to be 30 day noticed by US Cable to its customers.

Boyer said we had an attorney that handled this when we dealt with US Cable, they have not been straight forward with the City in the past, they owed the City a lot of money when they were audited in the past, so he would suggest that would be you run this by the attorney that handled this for us in the past and see what his recommendations might be. Moegerle said let her understand this, so we charge US Cable and they go ahead and pass it on to the customers, is that correct. Davis said US Cable passes it on to the customers and then they send us the money. Moegerle said so why do we care that they made the mistake. Davis said we don't care. Moegerle said then they should just pay us. Voss said that is what he said, where is option 5 where they pay what they owe us. Davis said he presented the options. Voss said pay us. Moegerle said show us the money. DeRoche asked what is the difference between this PEG fee and on his bill he has two franchise fees. Voss said PEG is a federal thing; they are required to do this to provide access, fee that passes on to cable subscribe so they can update equipment. Davis said it was set up so that if they would have billed their customers they would have billed 35 cents for the past 3 years for this fee.

DeRoche asked but why are there two franchise fees. Davis said the franchise fees are essentially saying you are using our right of way, and by using our right of way there is an inconvenience to us, so we are going to charge you, a fee for using their right of way. DeRoche asked if we have any idea of how long this contract goes. Davis said he thinks it is a 15 year contract. Voss said it was a long discussion, but the short of it is, the agreement was up, we wanted to look at other providers, federal law requires that whoever was providing it, they have right of refusing so what we ended up negotiating with them, we had to stick with them, but they re-wired the entire City and that is when we started getting broadband. He said we couldn't force them to do this, but they did. DeRoche said but they are adding things and taking them off, deluxe channels and separating them. Moegerle asked how frequently do we audit this and how did we miss that they hadn't paid us $11,982. She said how do we deal with that. Voss asked how did this come up. Davis said US Cable notified us that they hadn't paid us. Voss said they must have done an audit. Davis said we will make a note of this and make sure it doesn't happen again on their part. He said we will send US Cable a letter asking for payment in full.

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Moegerle asked should we be asking for interest on this amount, should our attorney be looking in to this. Vivian said having not looked at this, he can't tell you, but he presumes you don't have a provision in there that entitles you to interest so the most direct approach would be to respond and indicate the money is due and owed to the City and that the City expects the money is going to be paid. He said and he supposes the City has concerns about the impact on the residents about how this is going to be paid, but at the end of the day, they owe those funds and it is their issues. Voss said his concern is would be, to him they can't go back and try to collect the past two years from the users, they need to figure that out on their own. He said he expects they will add it on now.

DeRoche said there is a 40 cent charge that goes into affect they can't add it on to there, correct to try to make up their money. Voss said that is his point, they shouldn't over collect. DeRoche said so that is something that has to be monitored. Vivian said he thinks the reason they are coming to the City now, if you look at the e-mail Johnson provided attaching a page of franchise agreement; talks about fees they are allowed to pass onto consumer, agreement would not allow them to pass on fees not collected. He said so they are coming to you to say, we made a mistake, would you agree to amend this agreement. Vivian said so they are coming back to you and saying we made a mistake, will you agree to amend this portion of the agreement and the City has the authority to say absolutely not. Voss said he thinks this came about because they went to bump it up and found out it wasn't there, they weren't collecting it. Davis said he will direct a letter to US Cable.

Ordinance Updates

Davis said some ordinance changes/updates were brought to him by staff and one Council Member. He said one we just discussed the clerk/treasurer thing. Moegerle said the clerk/treasurer needs to be updated. She said and the city administrator ordinance is rather amusing because it makes reference to him and generally we wouldn't make reference to a gender and there are other ordinances that Vierling has made reference to that need to be updated and clarified.

Voss said if staff has identified issues that are clerical in the past they have brought it forward to Council and we generally have put it on the consent agenda. He said he is curious about Vierling going through the ordinances, reviewing them. Moegerle said this is relation to City business. She said he has said we have ordinances that are in violation of State Statute and so on and so forth and this is very concerning, so she is sure he has an independent list that has to be looked at as well. Lawrence said and we have a request to look at the ATV/four wheeler ordinance from the deputies. Voss said he also heard about the dog ordinance needing to be changed from a deputy, but those are things that staff needs to work on.

RFPs for Legal Services Update

Davis said he has an update to the RFPs for legal services. He said to date we have received three proposals. Vierling gave staff a list of 18 firms that serve municipal cities. We sent the RFP for Legal Services to those firms and to the 2 firms that currently serve the City. Staff has also had requests from 8 additional firms. That is a total of 28 RFPs that were mailed or e-mail to firms.

The City Council was to establish a committee consisting of two Council Members and the City Administrator to review the proposals received and then after review the committee schedule interviews as they deem appropriate. The committee would make a recommendation to Council from these interviews.

The anticipated schedule is as follows:

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March 18, 2011 (3:00 p.m.) Deadline for receipts of RFP
March 25- April 15, 2011 Review proposals and make arrangements for interviews.
April 18-May 20, 2011 Interviews
May 25, 2011 Recommendation to City Council for appointment effective June 1, 2011

DeRoche asked wasn't committee set up to review these if we received more than 5 or 6, we had that intent. Boyer said we discussed if we had more than 5, then we would use the committee, but if less then we would review at Council. Voss said if there are only 5 we would all review them. Voss said we should have this as a discussion item at the April 6, 2011 meeting. Vivian said most firms will have meetings on Mondays and Tuesday, so if you are thinking about conducting interviews you should have them at the end of the week. Boyer said we don't want to have lead partner in the firm do the interview, we want the attorney here that will be attending the meetings. Voss said that is an argument to have the interview at the Council meeting so we know if they are available on Wednesdays.

Council Member Report - Moegerle

Moegerle said she attended the Planning Commission meeting, met with the city planner, actually talked with all the department heads except the fire chief. She said she will be attending the Local Government Officials meeting and if anyone else is going to attend, we should have it posted. Moegerle said the Coon Lake Beach Community Center is having financial problems and if that property fails, it comes back to the City, so go eats lots of pancakes.

Council Member Report - Voss

Voss said he sees the county put up stop signs at 221st Avenue NE and Highway 65.

Voss said on the next agenda he would like to talk about the structure of public forum and the different ways of doing it. He said he would like to address the goals and objectives and what we want. Voss said we have to have this discussion. He asked if Davis could give us Brooklyn Park as one example. Davis said and we can poll 5 or 6 other cities. Moegerle said and she would like the City attorney to address Holmes questions. Voss said we don't' have to have the public forum on the agenda. He said when he came on the Council the public forum was on the end of the agenda. Voss said only for the past couple months has it has been used for a way it which it shouldn't have been used. Boyer said he would like the City attorney to address the gentlemen that was sued for lewd comments.

Voss said as far as the Local Government Officials meeting, whether you post it or not, it is subject to the open meeting law. He said you can't have three elected officials there. Voss said if Council Members are going to attend the meeting, we have always talked about who is going to attend and we just don't have three members there. He said the other thing, the cost to attend is for dinner, it is not for the meeting and in the past, what Council Members have done in the past is some submitted and some didn't. He said maybe we need to clarify this policy wise. Voss said you can attend without attending the dinner.

Moegerle said she is aware of that, but part of the benefit is the social networking and getting to form joint powers agreements. She said she certainly understands it should not be abused and she is not going to get a free meal out of the City. Boyer said the only way to deal with this is not to charge the City for the dinner. He said he doesn't see why you want to set yourself up. Boyer said why are we even bringing it up, after the last meeting, what is done is done. Lawrence asked why would this be a violation of open meeting law if three attend. Voss said if it was a at social gathering it is one thing, but if you are going to get information it is different. Vivian said you need to be mindful of your responsibilities as Council Members to not discuss business or do business in any form or way. Voss said he

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was always told that it is a violation if any information is presentated. Vivian said they are situations where Council Members go to get an update from the League of MN Cities or on economic development where it is exempted. Voss said but there is a league decision on the league training. Boyer asked why are we spending time on this, why are we trying to skirt this. Voss said as long as there isn't three of you going, there then he thinks you are fine.

Council Member Report - DeRoche

DeRoche asked about the Kim Thompson property what is to become of that. He said fire chief DuCharme was talking to him and he asked about this structure and he wants to use it as a demo burn. Schmidt said they were thinking about moving it. He said he is sure something could be arranged, they are not moving it off site. Boyer said they could sell salvage rights. DeRoche said on March 24th the fire department is going to have a recruitment at Coon Lake Beach, they need day firefighters.

DeRoche said and Lieutenant Orlando talked about the meth house, the fire chief told him he wanted Council to be aware that this is the first time that the state hazmat came out.

DeRoche said the fire chief also told him he has concerns about the roads at Castle Towers, it is tearing our trucks up. Voss said that is private property. Davis said we only have jurisdiction over the structures and people. DeRoche asked what happens about liability, in an ambulance this is not a smooth ride. Moegerle said it makes the response slower. Davis said he will check on some things, he will see if there is anything we can do.

DeRoche said our firefighters are getting trained to be EMTs because of our SafeAssure grant. He said this is really a good thing; we get a lot of medical calls.

Council Report - Boyer

Boyer said we got a letter from the State Auditor, can we put it on the City website. DeRoche said these are guidelines, suggestions. Moegerle said the second to the last sentence is the most pertinent. Boyer said he just wants it on the website.

Boyer said he sees the county did another fine patching job on 221st Avenue again. He asked can a staff member have a conversation with them about this; it looks like this just drove down the road and threw the tar out. DeRoche said not to interrupt, but he went to Oak Grove's meeting and talked to Andy Westerberg and he found out the numbers that were quoted at our last meeting actually should have been higher. He said but they are talking about putting up flashing lights, bumped up the project two years, the stop light project. Davis said we requested stop ahead lights, flashing lights and additional stop signs for this intersection from the county. He said we haven't heard back from Fisher. DeRoche said he had asked about rumble strips, but he heard they were too loud. Lawrence asked but the stop sign was paid for by county. Davis said that is correct.

Council Report - Lawrence

Lawrence said he talked to the gentlemen about the delinquent payment to the arena previously. He asked have we received payment. Davis said he will have to asked the finance department. He said he will get a report back to you. Lawrence said he knows they were struggling with funding. Voss said we are talking about the St. Francis Hockey Association, correct. Davis said that is correct.

Boyer made a motion to closed session pursuant to Attorney/Client privilege to discuss the litigation strategy regarding the ACHRA lawsuit A101628 City of East Bethel et al Anoka County HRA. Moegerle seconded; all in favor, motion carries.

Vivian said for the benefit of the record, Council will be adjourn to closed session to discuss

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litigation strategy regarding the ACHRA lawsuit A101628 City of East Bethel et all Anoka County HRA. He said when we return, we will have a brief summary of any actions taken in that session.

Boyer made a motion to return to open session. DeRoche seconded; all in favor, motion carries.

Vivian said the Council concluded their closed session regarding the Anoka County HRA lawsuit. He said no formal actions were taken, no motions were made.

Adjourn **Boyer made a motion to adjourn at 10:50 PM. Voss seconded; all in favor, motion carries.**

Attest:

Wendy Warren
Deputy City Clerk

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Application for Approval of State Gambling Premises Permit

Applicant Information

Organization Name	Blaine Youth Hockey Association
Name of Leased Premises	Fatboys Bar and Grill
Street Address	9250 Lincoln St
City ST ZIP Code	Blaine, MN 55434
Work Phone	612-803-0320
E-Mail Address	slawson4@msn.com
License Number	00776
Check all activities that will be conducted:	_X_ Pull-Tabs ____ Pull-tabs w/dispensing device ____ Tipboards _X_ Paddlewheel ____ Paddlewheel w/table ____ Bingo _X_ Bar Bingo

Organization Background Information

Please provide background information for your organization to include the following:

(Attach Additional Sheets as necessary)

1). Your Mission and Purpose To help the youth and less fortunate of our area.

2). Area and Population served The Blaine Youth Hockey boundaries and the surrounding cities. Which also includes the communities that our gambling sites are located.

3). Services your organization will/does offer BYHA is a 501 (3)C and considers all types of charitable requests.

4). Other Pertinent Information We are one of the largest gambling organizations in the state. Our current site owners are very happy with our operation.

Proposed Lawful Purpose Expenditures

Organization, Individual or Institution Name	Street Address	Phone
Soderville Athletic Association	15633 NE Hwy 65 Ham Lake, MN 55304	763-413-3555
East Bethel Seniors	2241 221st Ave NE East Bethel, MN 55011	763-367-7840
Blaine Youth Hockey Association	9250 Lincoln St	612-803-0320

Agreement and Signature

By submitting this application, I affirm that the facts set forth are true, correct and complete. I understand that any false statements, overt omissions or other misrepresentations made by me on this application may result in revocation of the premises permit.

Name (printed)	Suzanne Slawson
Signature	Suzanne Slawson
Title	Gambling Manager
Date	3/23/11

Application

Application for approval of a state premises permit shall be made at least 90 days prior to the expiration of a current premises permit or, in the case of a new premises permit, at least 90 days prior to the date the application is submitted to the Minnesota gambling control board for the permit. The application shall be filed with the City Clerk.

Approval

Application for approval of a state premises permit has been

_____ Approved _____Denied by the City of East Bethel this _____ day of _____, 20___.

_____

City Administrator

Minnesota Lawful Gambling

LG214 Premises Permit Application Annual Fee $150

FOR BOARD USE ONLY
Check # _____
$

Required Attachments to LG214

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity.**
2. $150 annual premises permit fee, for each permit. Make check payable to "*State of Minnesota*."

Mail the application and required attachments to:
Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-639-4000 and ask for Licensing.

Organization Information

1. Organization name Blaine Youth Hockey Association License number 00776
2. Chief executive officer (CEO) Gretchen Severin Daytime phone 612-518-2442
3. Gambling manager Suzanne Slawson Daytime phone 612-803-0320

Gambling Premises Information

4. Current name of site where gambling will be conducted Fatboys Bar and Grill
5. List any previous names for this location _____
6. Street address where premises is located 21383 Ulysses St NE
(Do not use a P.O. box number or mailing address)

7. City	OR	Township	County	Zip code
East Bethel			Anoka	55011

8. Does your organization own the building where the gambling will be conducted?
☐ Yes ☑ No **If no,** attach LG215 Lease for Lawful Gambling Activity.
☐ Yes ☑ No **Raffle only.** No lease is required if only a raffle will be conducted.
9. Is any other organization conducting gambling at this site? ☐ Yes ☑ No ☐ Don't know
10. Has your organization previously conducted gambling at this site? ☐ Yes ☑ No

Gambling Bank Account Information (must be in Minnesota)

11. Bank name Bank account number

12. Bank street address City State Zip code

All Temporary and Permanent Off-site Storage Spaces

(for gambling equipment and records related to this site - must be stored in Minnesota)

13. Address (Do not use a P.O. box number)	City	State	Zip code
9250 Lincoln St	Blaine	MN	55434
		MN	

Reset Form

LG214 Premises Permit Application

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City name _____	County name _____
Date approved by city _____	**Date approved by county** _____
Resolution number if any _____	Resolution number if any _____
Signature of city personnel _____	Signature of county personnel _____
Title _____ Date ____/____/____	Title _____ Date ____/____/____

Acknowledgment and Oath

1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
2. The Board and its agents, and the commissioners of revenue and public safety and their agents are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
3. I have read this application and all information submitted to the Board is true, accurate, and complete.
4. All required information has been fully disclosed.
5. I am the chief executive officer of the organization.
6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.
7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
8. Any changes in application information will be submitted to the Board no later than 10 days after the change has taken effect.
9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.

_____ 3/21/11

Signature of Chief Executive Officer (designee may not sign) Date

Print name Gretchen Severin

Print Form Reset Form

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Minnesota Lawful Gambling

LG215 Lease for Lawful Gambling Activity

Check applicable item:

☑ 1. **New lease. (Do not submit existing lease with amended changes).**
_____ Date that the changes will be effective. Submit changes at least 10 days **before** the effective date of the change.

☐ 2. **New owner.** Effective date _____ Submit new lease **within** 10 days after new lessor assumes ownership.

Organization name	Address	License number	Daytime phone
Blaine Youth Hockey Assocaition	9250 Lincoln St Blaine, MN 55434	00776	612-803-0320

Name of leased premises	Street address	City	State	Zip	Daytime phone
Fatboys Bar and Grill	21383 Ulysses St NE	East Bethel	MN	55011	763-434-8181
Name of legal owner of premises	**Business/street address**	**City**	**State**	**Zip**	**Daytime phone**
Troy Parker	21383 Ulysses St NE	East Bethel	MN	55011	763-434-8181
Name of lessor (if same as legal owner, write in "SAME")	**Business/street address**	**City**	**State**	**Zip**	**Daytime phone**
SAME					

Check (√) all activities that will be conducted

☑ Pull-tabs ☐ Pull-tabs with dispensing device ☐ Tipboards ☑ Paddlewheel ☐ Paddlewheel with table ☐ Bingo ☑ Bar bingo

Pull-tab, Tipboard, and Paddlewheel Rent (No lease required for raffles.)

Booth operation - sales of gambling equipment by an employee (or volunteer) of a licensed organization within a separate enclosure that is distinct from areas where food and beverages are sold.

Bar operation - sales of gambling equipment within a leased premises by an employee of the lessor from a common area where food and beverages are also sold.

Does your organization OR any other organization conduct gambling from a booth operation at this location? ___ **Yes** X **No**

If you answered **yes** to the question above, rent limits are based on the following combinations of operation:

- Booth operation
- Booth operation and pull-tab dispensing device
- Booth operation and bar operation
- Booth operation, bar operation, and pull-tab dispensing device

The maximum rent allowed may not exceed $1,750 in total per month for all organizations at this premises.

COMPLETE ONE OPTION:

Option A: 0 to 10% of the gross profits per month.
Percentage to be paid _____%

Option B: When gross profits are $4,000 or less per month, $0 to $400 per month may be paid.
Amount to be paid $_____.

Option C: $0 to $400 per month on the first $4,000 of gross profit. Amount to be paid $_____.

Plus, 0% to 10% of the gross profits may be paid per month on gross profits over $4,000. Percentage to be paid _____%

If you answered **no** to the question above, rent limits are based on the following combinations of operation:

- Bar operation
- Bar operation with pull-tab dispensing device
- Pull-tab dispensing device only

COMPLETE ONE OPTION:

Option A: 0 to 20% of the gross profits per month.
Percentage to be paid _____%

Option B: When gross profits are $1,000 or less per month, $0 to $200 per month may be paid.
Amount to be paid $_____.

Option C: $0 to $200 per month on the first $1,000 of gross profits. Amount to be paid $200.

Plus, 0% to 20% of the gross profits may be paid per month on gross profits over $1,000. Percentage to be paid 20 %

Bingo Rent

Option D: 0 to 10% of the gross profits per month from all lawful gambling activities held during bingo occasions, excluding bar bingo.
Percentage to be paid _____%

Option E: A rate based on a cost per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. No rent may be paid for bar bingo. Rate to be paid $_____ per square foot. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.

Bar Bingo. . . No rent may be paid for bingo conducted in a bar.

Lease Term - The term of this lease agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management of Gambling Prohibited - The owner of the premises or the lessor will not manage the conduct of gambling at the premises.

Participation as Players Prohibited - The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes 349.181.

Illegal Gambling
The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes 349.18, Subdivision 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H or Minnesota Statutes 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions
The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Gambling Control Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to permitted premises
Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the permitted premises during any time reasonable and when necessary for the conduct of lawful gambling on the premises.

Lessor records
The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent all-inclusive
Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Gambling Control Board. Rent payments may not be made to an individual.

Changes in lease

- **Lease information** - If the lease is amended with no change in ownership, the organization will submit the a new lease to the Board at least 10 days before the effective date of the change.
- **Ownership** - If a change in ownership occurs, the organization will submit a new lease to the Board within 10 days after the new lessor has assumed ownership.

Acknowledgment of Lease Terms I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are ***subject to the approval of the director of the Gambling Control Board.***
The lease may be terminated by either party without cause with a 30-day written notice.

Other terms_____

Signature of lessor	Date	Signature of organization official (lessee)	Date
	3/22/11	Suzanne Slawson	3/22/11
Print name and title of lessor		Print name and title of lessee	
Troy Parker, Owner		Suzanne Slawson, Gambling Manager	

Questions? Contact the Licensing Section, Gambling Control Board, at 651-639-4000. This publication will be made available in alternative format (i.e. large print, Braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Print Form Reset Form

CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA

RESOLUTION NO. 2011-11

RESOLUTION RECOMMENDING APPROVAL OF THE GAMBLING PREMISES PERMIT FOR BLAINE YOUTH HOCKEY ASSOCIATION AT FAT BOYS BAR & GRILL

WHEREAS, Blaine Youth Hockey Association has made application for a gambling premises permit for operations at Fat Boys Bar & Grill at 21383 Ulysses Street NE, East Bethel, MN 55011; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City recommends the gambling premises permit application for Blaine Youth Hockey Association. at 21383 Ulysses Street NE, East Bethel, MN 55011 be approved.

Adopted this 6th day of April, 2011 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

_____

Richard Lawrence, Mayor

ATTEST:

_____

Jack Davis, Interim City Administrator/Clerk/Treasurer

SECTION 00991 – CHANGE ORDER

No. 2

Date of April 6, 2011 Effective April 7, 2011

Project:	Owner:	Owner's Contract No.:
Construction of Municipal Well No. 1 & No. 2	City of East Bethel	
Contractor:		Engineer's Project No.:
Traut Wells, Inc.		EB606

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Construction of a screened 4" Test and Monitoring Well at the proposed well site.

Attachments (list documents supporting change):

Traut Wells, Inc. Proposal

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 336,875.00	Original ☐ Working days ☒ Calendar days Substantial completion (days or date): 180 Ready for final payment (days or date): 210
Net changes from previous Change Orders No. 1 to No. 1: $ 19,795.00	Net Changes from previous approved Change Orders No. 0 to No. 0: Substantial completion (days): 0 Ready for final payment (days): 0
Contract Price prior to this Change Order: $ 356,670.00	Contract Times prior to this Change Order: Substantial completion (days or date): 180 Ready for final payment (days or date): 210
Net (Increase/Decrease/No Change) of this Change Order: $ 10,530.00	Net (Increase/Decrease/No Change) of this Change Order: Substantial completion (days or date): 0 Ready for final payment (days or date): 0
Contract Price incorporating this Change Order: $ 367,200.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 180 Ready for final payment (days or date): 210

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

ATTACHMENT 1

141 28th Ave South
Waite Park, MN 56387
320-251-5090
Email: dave@trautwells.com
www.trautwells.com

East Bethel 4"Screened test well and abandonment

DATE: 3/22/2011

PHONE # 763-852-0485
FAX #

NAME: East Bethel
ADDRE

EMAIL craigj@haa-inc.com

ATTN: Craig Jocum

JOB #

RE: Scope of work: Cost is for items needed in addition to items already in base bid to complete a screened test well.

	Description	Unit	Unit Price	QTY	Totals
1	Mobilization & demobilization	LS	$ 850.00	1	$ 850.00
2	F&I 4" stainless steel screen	LF	$ 115.00	10	$ 1,150.00
3	F&I 4' Steel casing	LF	$ 10.75	290	$ 3,117.50
7	F&I &remove test pump (up to 60 gpm)	LS	$ 650.00	1	$ 650.00
8	Operate test pump and generator	HR	$ 125.00	30	$ 3,750.00
9	Mob and demob (to abandon well @a later date	LS	$ 450.00	1	$ 450.00
10	Bid Item #6 (grout for well abandonment)	CY	$ 375.00	1.5	$ 562.50

TOTAL MATERIALS	
TOTAL LABOR	
INCOMING FREIGHT	
TOTAL	$ 10,530.00

City of East Bethel
City Council
Agenda Information

* *

Date:
April 6, 2011

* *

Agenda Item Number:
6.0 A.1

* *

Agenda Item:
East Bethel Water Treatment Facility Site Plan Review

* *

Requested Action:
Consider a Motion for the Site Plan Review for the East Bethel Water Treatment Facility Located in the City Center District (CC)

* *

Background Information:

Property Owner/Applicant:
City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011

Property Location:
19458 Taylor Street NE
East Bethel, MN 55011
PIN: Unassigned at this time

On January 19, 2011, City Council tabled the request for a site plan review and made a request to extend the 60-day review period per Minnesota State Statute 15.99 for an additional sixty (60) days, ending April 12, 2011. The reason for the extension was because the project was temporarily suspended and to give City Council and staff additional time to re-evaluate the project as a whole.

The City of East Bethel is requesting site plan approval to construct a water treatment facility. The City of East Bethel has recently purchased the property from Ms. Kim Thompson and a portion of a property from Shaw Trucking for the construction of the facility.

Attachment 3 shows the property to be used for the facility. Attachment 4 shows the existing residential structures (house, garage, well, and septic) that will be removed from the site. Once the removal is complete, construction of the new facilities (attachment 5) will begin after the required permits are issued. Site facilities will include a 23,500 square foot building (235' by 100') and a water tower. Attachment 12 is photos of elevations of the proposed water tower as seen from Viking Blvd and Highway 65.

The existing parcel is accessed off Taylor Street NE. The water treatment facility will use the same access point off of Taylor Street NE. The facility will be owned and operated by the City of East Bethel. One (1) staff person will check the facility on a daily basis. This individual will have the required licensure to operate a Class C water treatment facility. Currently there is a full-time city employee who possesses the required licensing. There is the possibility of one (1) additional staff member within five to seven years to assist in the operation of the plant. Bulk

chemical delivery will occur approximately once every two (2) months; therefore, traffic generated will be minimal.

Parking is provided on site; it will be required for the parking area to be designed according to East Bethel Code Appendix A, Zoning, Section 22, Parking and Loading Requirements including, but not limited to, the following: fire access, striping of parking stalls, and accessible parking. This will be addressed by the Building Department at the time of review of the building plans.

There will be a variety of trees and shrubs planted around the northern and easterly side of the facility. The landscaping plan (attachment 6) includes the planting of Prairie Fire Flowering Crab, River Birch, Black Hills Spruce, spirea, barberry, and dogwoods. The proposed landscaping meets the requirements set forth in City Code Appendix A, Zoning, Section 27, Landscaping Regulations. According to East Bethel City Code, all new plantings, including turf establishment, must be guaranteed for one full year from the time the planting has been completed. The city will be responsible for ensuring the landscaping remains healthy. Plantings that do not establish must be replaced.

A 6-foot chain-linked fence will be installed to limit access of the facility from the general public. Fences 6 feet in height are allowed in all zoning districts. In addition, alternative forms of fencing in commercial areas are allowed upon approval by the city when safety and security is an issue. The 6-foot chain-linked fence is not considered an alternative form of fencing; however, the reasoning for the 6 foot fence is for security purposes.

The proposed photometric (attachment 7) plan provides for lighting around the building and 7 additional downcast shielded lights mounted on poles in the parking area. Pole height will not exceed 30 feet, as required by city code.

As part of the site plan review, a grading and utility plan and the storm water pollution and erosion/sediment control plan has been submitted. The plans meet all code and state requirements. A representative from Bolton & Menk, Inc., the consulting engineer, will be available to answer questions regarding the plans.

Exterior elevations have been submitted as attachment 11. The proposed building is a masonry structure with a rock face block exterior. Exterior colors will be finalized during the construction phase of the project. A rock face exterior meets the architectural standards set forth City Code, Appendix A, Zoning.

According to the Metropolitan Council's 2030 Regional Development Framework and systems statement for East Bethel and the East Bethel approved 2008 Comprehensive Plan, the construction of municipal infrastructures is compliant with adopted policies and supports the growth strategy of a rural growth center. Also, the site plan meets requirements set forth in the East Bethel City Code, Appendix A, Zoning. Therefore, staff recommends approval of the proposed site plan.

Attachments:

1. Site Location
2. Site Plan Application
3. Property Survey
4. Site Removal Plan
5. Site Plan
6. Landscape Plan

7. Lighting Plan
8. Grading and Utilities Plan
9. Erosion and Sediment Control Plan
10. Floor Plan
11. Exterior Building Elevations
12. Elevations from Viking Blvd and Highway 65

* *

Fiscal Impact:
Undetermined at this time

* *

Staff Recommendations:
Because the site plan review meets requirements set forth in East Bethel City Code Appendix A, Zoning, and meets the intent of the City Council approved East Bethel Comprehensive Plan, Planning Commission recommends approval to City Council of the site plan review for the construction of the City of East Bethel Water Treatment Facility at the property to be owned by the City of East Bethel, 19458 Taylor Street NE, East Bethel, MN, with the following conditions:

1. Any modifications to the approved site plan shall be submitted to and approved by City Staff.
2. All conditions must be satisfied prior to the issuance of a building permit.
3. City of East Bethel is responsible for guaranteeing the landscaping and will replace any dying or diseased plants.
4. Parking and loading requirements will be addressed by the Building Department at the time of review of the building plans.

Although Planning Commission recommended approval of the site plan, City Council may want to consider denial based on the findings of fact that the site plan and project as a whole may be revised after the water quality data is obtained from the test wells. Once the data is received, City Council will then determine if there is a need for a water treatment facility, and if so, City Council will determine if the proposed water treatment facility will need to be modified to fit the city's needs.

After a preliminary review of the facility by Craig Jochum, City Engineer and Jack Davis, Interim City Administrator/Public Works Manager, it is in their opinion there are areas in which the proposed facility could be modified that may decrease the overall cost of the facility.

* *

City Council Action

Motion by: ____________________________ Second by: ____________________________

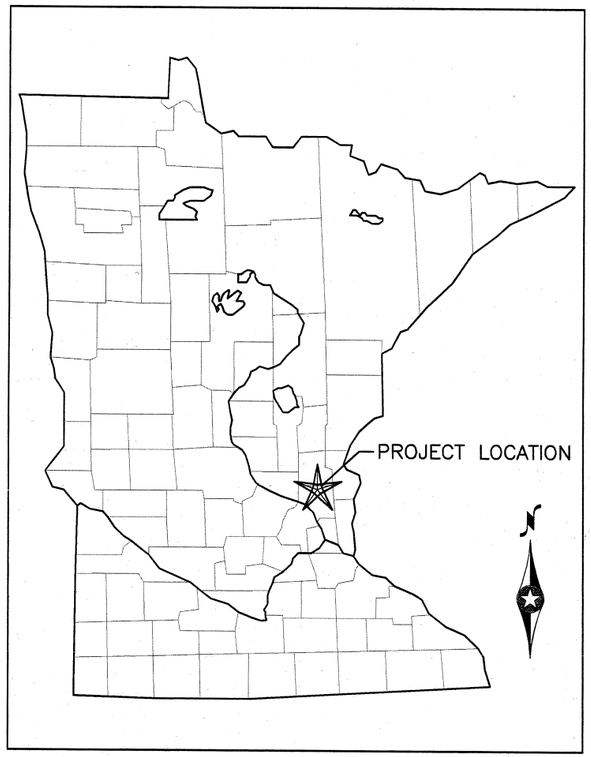
____

____

____

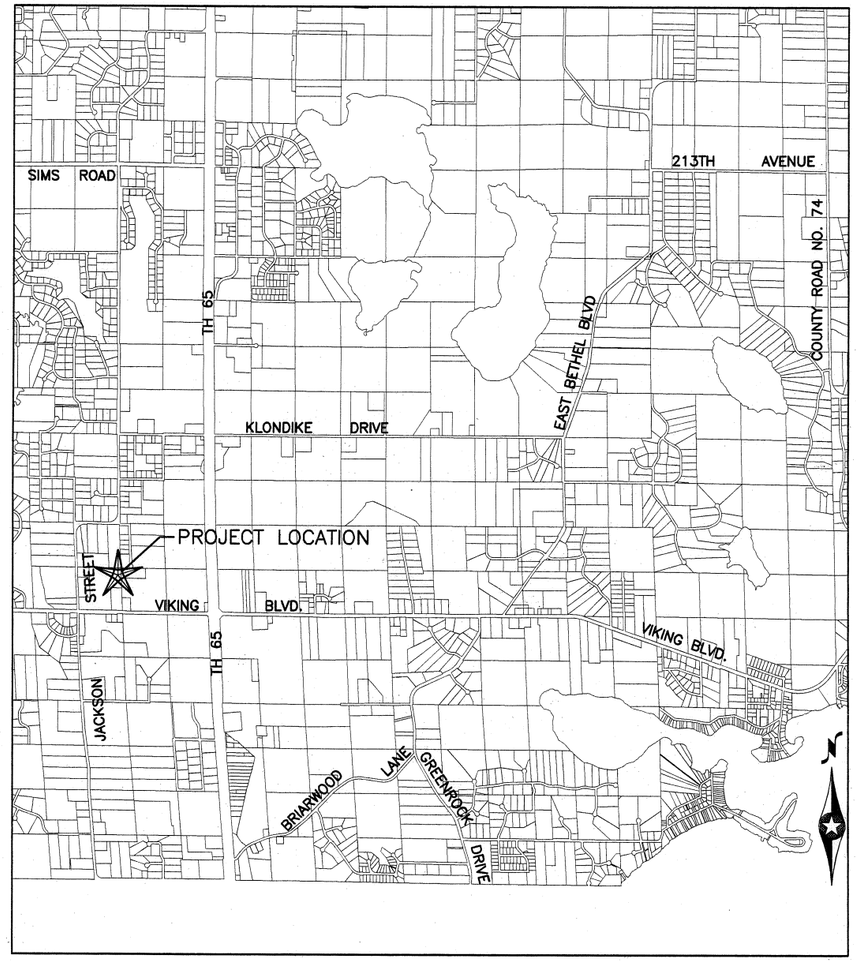
Vote Yes:_____ Vote No:_____

No Action Required:_____



VICINITY MAP

NO SCALE



LOCATION MAP

SCALE: 1"=2000'

SHEET INDEX

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1.02 VICINITY MAP AND LOCATION MAP AND SHEET INDEX
1.03 ABBREVIATION LEGEND
1.04 LEGEND
1.05 HYDRAULIC PROFILE AND DESIGN DATA
1.06 STANDARD DETAILS
1.07 STANDARD DETAILS
1.08 STANDARD DETAILS
1.09 STANDARD DETAILS

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2.02 SITE PLAN – SITE PIPING
2.03 SITE PLAN – GRADING AND UTILITIES
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8.01 PANEL SCP SCHEMATIC
8.02 PANEL SCP SCHEMATIC
8.03 PANEL SCP SCHEMATIC
8.04 NOT USED
8.05 PANEL SCP SCHEMATIC
8.06 PANEL SCP SCHEMATIC
8.07 PANEL SCP SCHEMATIC
8.08 PANEL SCP SCHEMATIC
8.09 PANEL SCP SCHEMATICS
8.10 NOT USED
8.11 NOT USED
8.12 CONTROL PANEL SCHEMATICS
8.13 PANEL SCP SCHEMATICS
8.14 PANEL SCP SCHEMATICS
8.15 PANEL SCP SCHEMATICS

REBID

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J:\EASTBETHEL\C12101329\WATER PLANT\REBID EAST BETHEL\101329102rebid.dwg 12/1/10 10:07 am

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

SIGNATURE: Paul Saffert TYPED OR PRINTED NAME: Paul Saffert

DATE 12-1-10 DATE LIC. NO. 43485

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

REV.	BY	DATE
0	NWS	10-15-10
1	NWS	12-1-10

EAST BETHEL, MINNESOTA
WATER TREATMENT FACILITY
VICINITY MAP, LOCATION MAP AND SHEET INDEX

SHEET 1.02

Attachment #1

East Bethel
City of

LAND USE APPLICATION

OFFICE USE ONLY
Date Rec'd _____
By _____
Fee $ _____

Check appropriate box: ☐ VARIANCE ☐ CUP ☐ IUP ☐ FINAL PLAT

☐ BUSINESS CONCEPT PLAN ☐ PRELIMINARY PLAN ☐ SITE PLAN REVIEW ☒ OTHER Site Plan Review

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

Application is hereby made for _____ (provide narrative below describing proposed use).

Site plan review for East Bethel Water Treatment Facility

LOCATION: PID unassigned **Legal: Lot** _____ **Block** _____ **Subdivision** _____

PROPERTY ADDRESS: 19458 Taylor St NE **PRESENT ZONING:** CC- City Center

PROPERTY OWNER

CONTACT NAME City of East Bethel PHONE 763.367.7840

ADDRESS 2241-221st Ave NE FAX 763.434.9578

CITY/STATE/ZIP East Bethel, MN 55011 E-MAIL _____

APPLICANT

CONTACT NAME Doug Sell - City Administrator PHONE _____

ADDRESS Same FAX _____

CITY/STATE/ZIP _____ E-MAIL _____

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

Property Owner's Signature _____ Printed Name Douglas Sell Date 12-14-10

OFFICE USE ONLY – DO NOT COMPLETE			
	Received	Approved/Denied	Notes
Community Dvlp.			
Planning Commission	12/28/10		
City Council	1/19/11		
_____ 60 Day		_____ 120 Day	

Attachment #2

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW, Suite 206 • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

December 16, 2010

East Bethel Planning Commission
c/o Stephanie Hanson
East Bethel City Planner
2241 221st Avenue NE
East Bethel, MN 55011

RE: Site Plan Review
Water Treatment Facility, Water Tower, Wells
East Bethel, MN
BMI Project No.: C12.100028

Dear Ms. Hanson and Planning Commission Members:

The City of East Bethel is proposing the construction of Water Treatment Facilities as shown on the enclosed plans. The treatment facility is designed to remove iron and manganese from the drinking water supply prior to distribution and use by the connected residents and businesses.

The existing site currently has a housing, garage, well and septic facility in place. The proposal is to demolish, remove or abandon these facilities in accordance with state and local requirements prior to the construction of the new facilities. The proposed building is a masonry structure with a rock face block exterior. Exterior colors will be finalized during the construction phase of the project

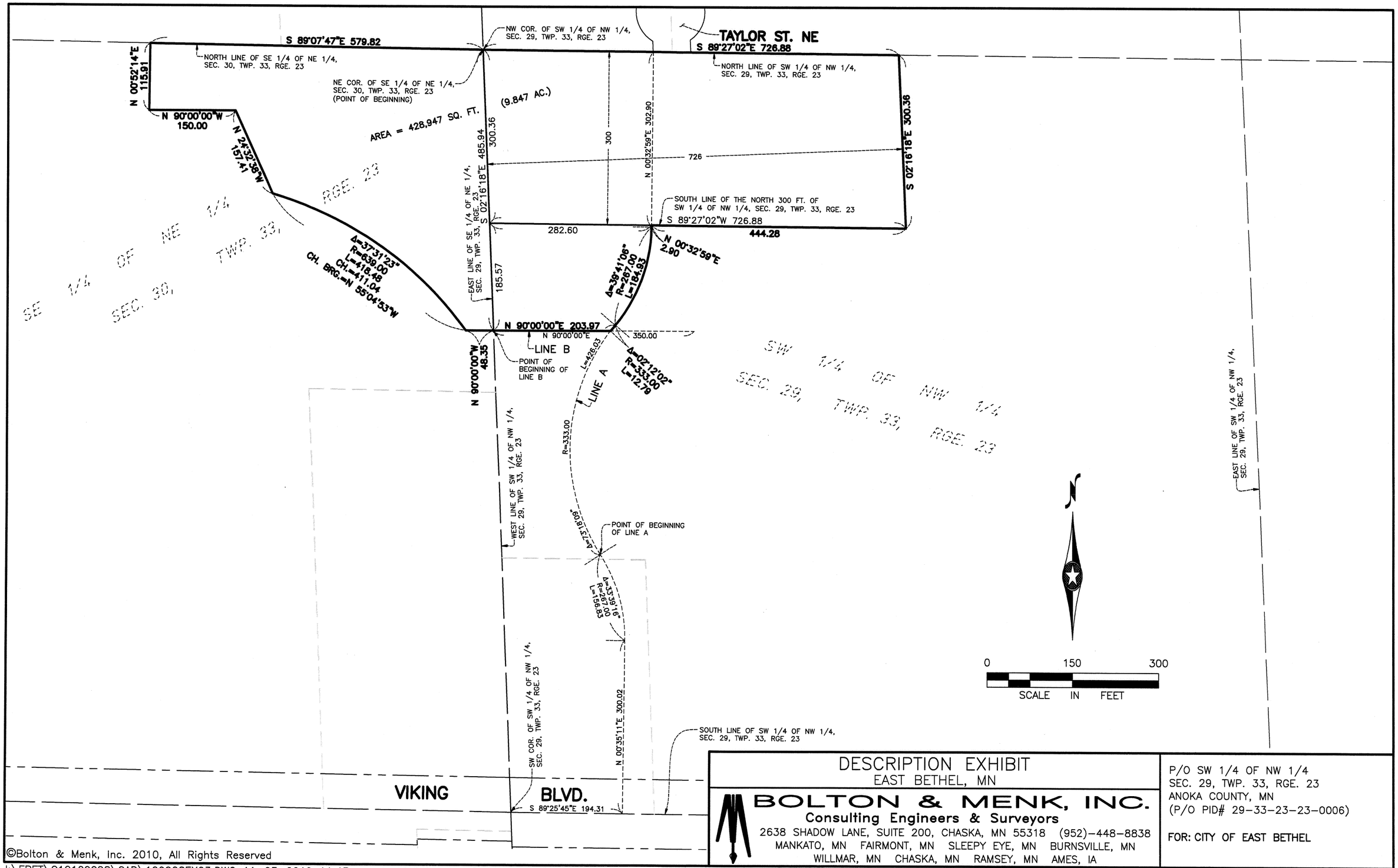
The proposed wells will supply water to the treatment plant. The treatment plant has 240,000 gallons of potable water storage and pumps the water to the proposed 500,000 gallon water tower and the new distribution system. All wastewater from the proposed facilities will be collected in the new sewer system and treated at the proposed MCES Wastewater Treatment Facility.

The following page has a quick reference of sheets the planning commission will be interested in reviewing. If you have further comments you would like to discuss, please feel free to call me at 612-840-6068.

Sincerely,
BOLTON & MENK, INC.

Paul Saffert, P.E.
Associate Engineer

PS/jo



DESCRIPTION EXHIBIT
EAST BETHEL, MN

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
2638 SHADOW LANE, SUITE 200, CHASKA, MN 55318 (952)-448-8838
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN
WILLMAR, MN CHASKA, MN RAMSEY, MN AMES, IA

P/O SW 1/4 OF NW 1/4
SEC. 29, TWP. 33, RGE. 23
ANOKA COUNTY, MN
(P/O PID# 29-33-23-23-0006)

FOR: CITY OF EAST BETHEL

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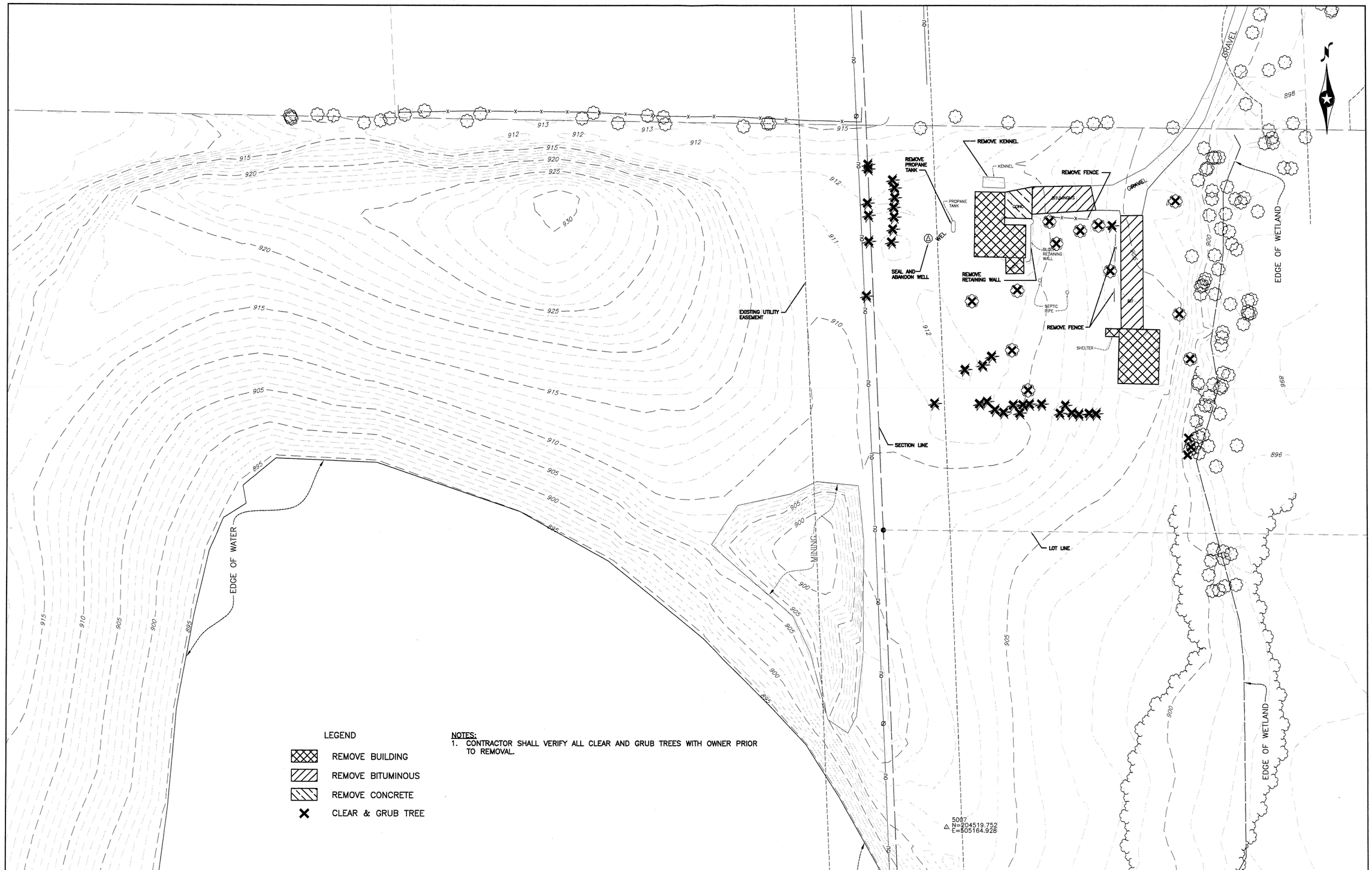
S29-T33-R23-23
SHEET 2 OF 2

Attachment #3



LEGEND

- REMOVE BUILDING
- REMOVE BITUMINOUS
- REMOVE CONCRETE
- CLEAR & GRUB TREE

NOTES:
1. CONTRACTOR SHALL VERIFY ALL CLEAR AND GRUB TREES WITH OWNER PRIOR TO REMOVAL.

30 0 30 60 90
Graphic Scale for 1"=30'

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J:\EASTBETHEL\C12101329\WATER PLANT\101329201.dwg

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

SIGNATURE: TYPED OR PRINTED NAME: Joel C. Hawbaker
DATE 10/15/10 LIC. NO. 41396

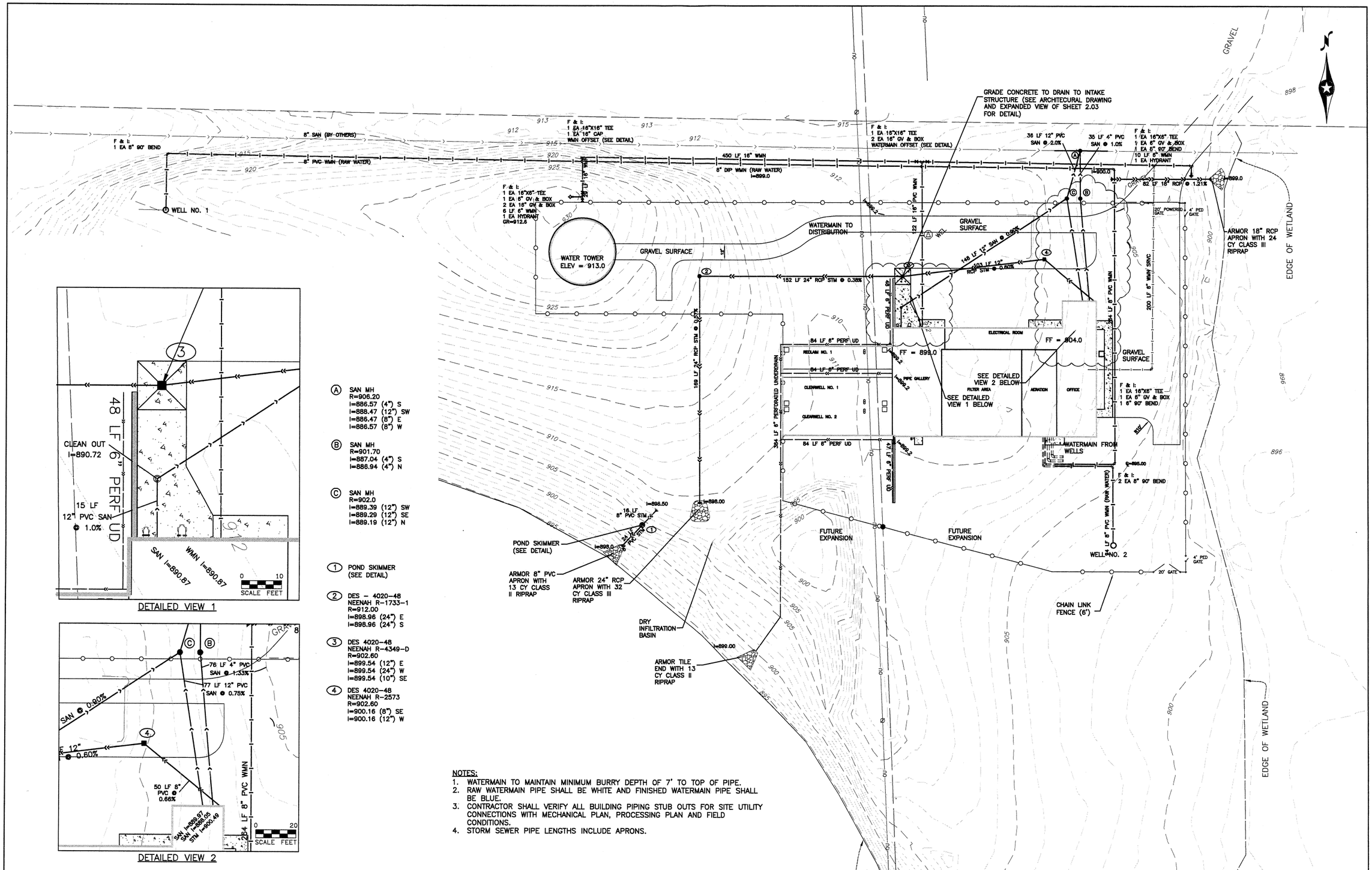
BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

REV.	BY	DATE
A	NWS	9-29-10
0	JCH	10-15-10
1	JCH	12-1-10

EAST BETHEL, MINNESOTA
WATER TREATMENT FACILITY
SITE PLAN
EXISTING CONDITIONS AND REMOVALS

SHEET 2.01

Attachment #4



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Graphic Scale for 1"=30'

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SIGNATURE: TYPED OR PRINTED NAME: Joel C. Hawbaker
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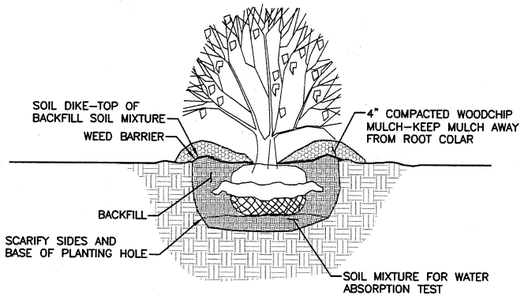
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

REV.	BY	DATE
A	NWS	9-29-10
0	JCH	10-15-10
1	ACR	12-1-10

EAST BETHEL, MINNESOTA
WATER TREATMENT FACILITY
SITE PLAN
SITE PIPING

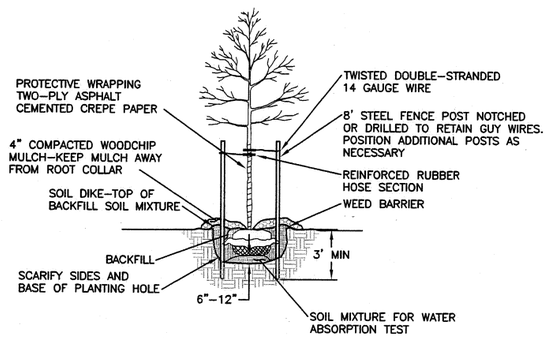
SHEET 2.02

Attachment #5



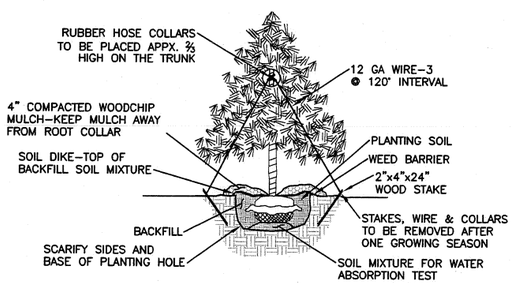
SHRUB PLANTING

NOT TO SCALE



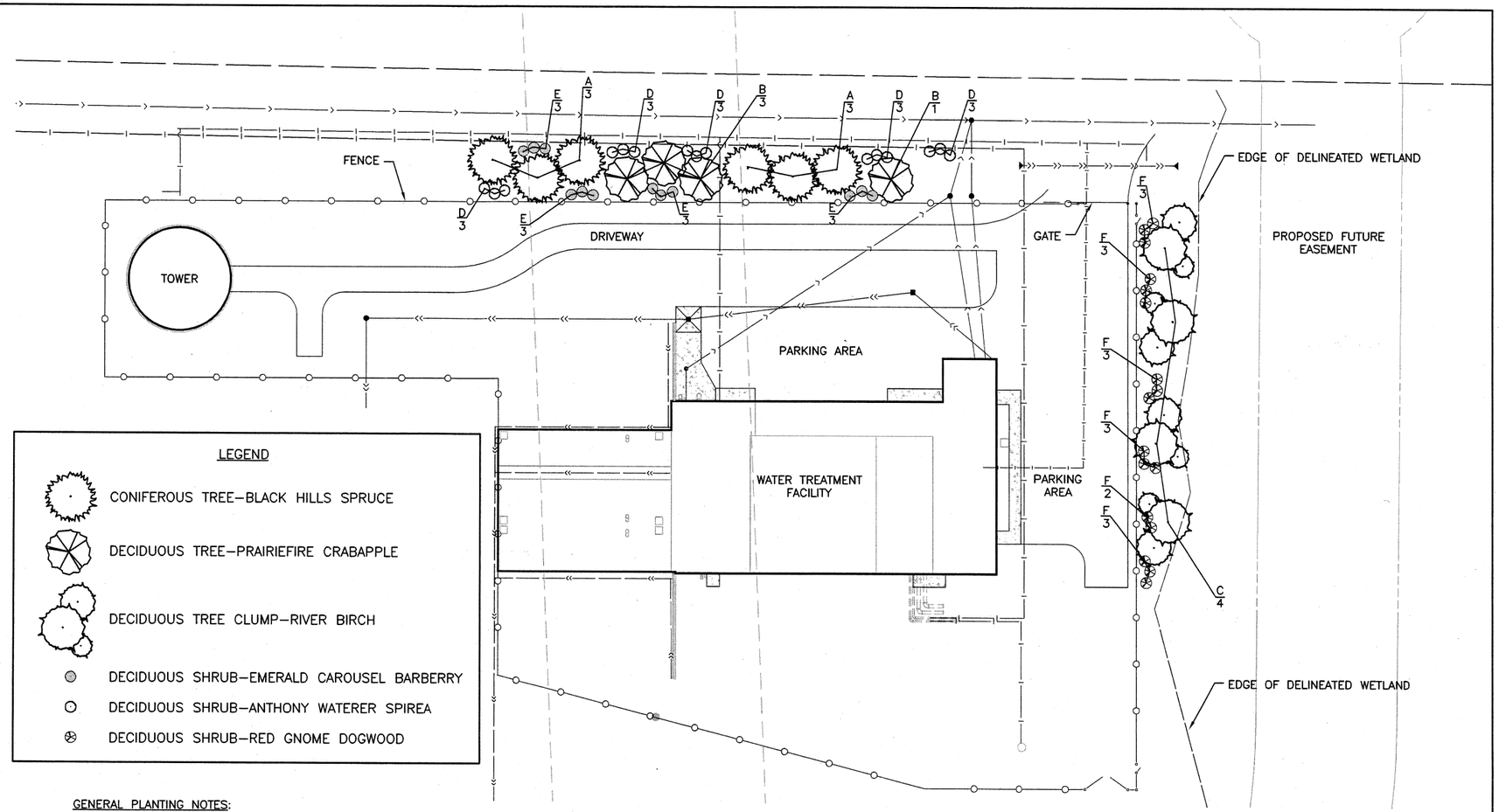
DECIDIOUS TREE PLANTING

NOT TO SCALE



CONIFEROUS TREE PLANTING

NOT TO SCALE



LEGEND

- CONIFEROUS TREE–BLACK HILLS SPRUCE
- DECIDUOUS TREE–PRAIRIEFIRE CRABAPPLE
- DECIDUOUS TREE CLUMP–RIVER BIRCH
- DECIDUOUS SHRUB–EMERALD CAROUSEL BARBERRY
- DECIDUOUS SHRUB–ANTHONY WATERER SPIREA
- DECIDUOUS SHRUB–RED GNOME DOGWOOD

GENERAL PLANTING NOTES:

1. PROVIDE AND INSTALL HEALTHY PLANT MATERIALS THAT MEET ALL SPECIFICATIONS AND ARE OF THE SIZE, TYPE AND SPECIES NAMED ON THE PLANT SCHEDULE AND SHOWN ON THE PLANS.
2. DIG PLANT HOLE 1'–0" MINIMUM LARGER ON ALL SIDES THAN ROOT BALL.
3. PRIOR TO PLACING TREE, SCARIFY BOTTOM AND SIDES OF THE PLANTING HOLE.
4. TEST SOIL ABSORPTION. FILL HOLE PARTIALLY WITH SUPPLEMENTED SOIL MIXTURE, ADD WATER AND ALLOW TO PUDDLE AND SETTLE PRIOR TO SETTING TREE.
5. AFTER PUDDLING HAS SETTLED, SET TREE AND BACK FILL WITH SUPPLEMENTED SOIL MIXTURE.
6. WATER THOROUGHLY AND ADD BACK FILL AS NEEDED AFTER MOISTURE IS ABSORBED.
7. BUILD SOIL DIKE AROUND PERIPHERY OF TREE TO HOLD WATER.
8. AFTER SETTLEMENT, MULCH WITH MINIMUM 4" LAYER SHREDDED BARK, WOOD CHIPS OR AS OTHERWISE SPECIFIED. DO NOT PLACE MULCH OVER THE ROOT COLLAR.
9. REMOVE DEAD OR DAMAGED BRANCHES RETAINING THE NATURAL FORM OF THE TREE.
10. FINAL PLACEMENT IN THE FIELD. PLANT SUBSTITUTIONS AS APPROVED BY THE ENGINEER.
11. ARRANGE PLANTING TO AVOID PIPE CONFLICTS.

NOTE:

TREES AND SHRUBS ARE SHOWN ON THE PLAN AT THEIR EXPECTED MATURE SIZE. PLANTS MUST BE SET IN THE FIELD TO ACCOMMODATE MAXIMUM GROWTH AS INDICATED ON THE PLANT SCHEDULE.

BAG & BALL PLANTING NOTE:

1. REMOVE WRAPPING AND ALL TIES OR STRAPS. IF ROOT BALL IS WRAPPED IN BURLAP THE LOWER ½ PORTION OF THE FABRIC MAY BE LEFT AT THE BOTTOM OF THE HOLE. SYNTHETIC WRAP MUST BE REMOVED AND PROPERLY DISPOSED.
2. LOOSEN ROOTS TO ENSURE THEY ARE NOT GIRDLING THE ROOT BALL.
3. SALVAGE AND REUSE ALL SOIL THAT CAME WITH THE ROOT BALL.
4. IF ROOT BALL IS EXTREMELY DRY WATER IT PRIOR TO PLACING IT IN THE HOLE.
5. IF TREE IS CONTAINER GROWN, SALVAGE ALL SOIL AND MIX WITH SUPPLEMENTED SOIL FOR BACK FILL.

PLANT SCHEDULE–WATER TREATMENT FACILITY

KEY	COMMON NAME	LATIN NAME	TYPE	SIZE	SPACING	QUANTITY	MATURE SIZE	SIGNIFICANT ATTRIBUTES
	EVERGREEN TREES							
A	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	CONIFEROUS TREE	6' B&B	PLAN (20' OC)	6	45' H X 20' W	APPROPRIATE SELECTION FOR MINNESOTA; SCREENING AND WINDBREAK
	DECIDUOUS TREES							
B	PRAIRIE FIRE FLOWERING CRAB	MALUS 'PRAIRIE FIRE'	DECIDUOUS TREE	#25 CONTAINER	PLAN	4	20' H X 20' W	HEARTY, EXCELLENT DISEASE RESISTANCE; SHOWY FLOWERS, FOLIAGE AND FRUIT FOR BIRDS.
C	RIVER BIRCH (THREE TRUNK CLUMPS)	BETULA NIGRA	DECIDUOUS TREE	#25 CLUMP	PLAN	4	50' H X 40' W	THRIVES IN MOIST SOILS; BEAUTIFUL EXFOLIATING BARK, 4 SEASON INTEREST, DISEASE/PEST RESISTANT
	DECIDUOUS SHRUBS							
D	ANTHONY WATERER SPIREA	SPIREA X BUMALDA 'ANTHONY WATERER'	DECIDUOUS SHRUB	#5 CONTAINER	PLAN	15	3' H X 5' W	EXCELLENT DENSE LOW FLOWERING HEDGE, ROSY FLOWERS ALLL SEASON, ATTRACTIVE FALL FOLIAGE
E	EMERALD CAROUSEL BARBERRY	BERBERIS X 'TARA'	DECIDUOUS SHRUB	#2 CONTAINER	PLAN	12	5' H X 5' W	ROUNDED FORM W/ARCHING BRANCHES, STRIKING FALL COLOR; SPECIMEN, HEDGE OR BARRIER
F	RED GNOME DOGWOOD	CORNUS ALBA SIBERICA 'REGNZAM'	DECIDUOUS SHRUB	#2 CONTAINER	PLAN	17	4' H X 5' W	COMPACT ROUNDED HABIT, VIVID RD STEM SOLOR,; EXCELLENT FOR MOIST AREAS

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30 0 30 60 90
Graphic Scale for 1"=30'

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SIGNATURE: Paul Saffert TYPED OR PRINTED NAME: Paul Saffert
DATE: 12–16–10 LIC. NO. 43485

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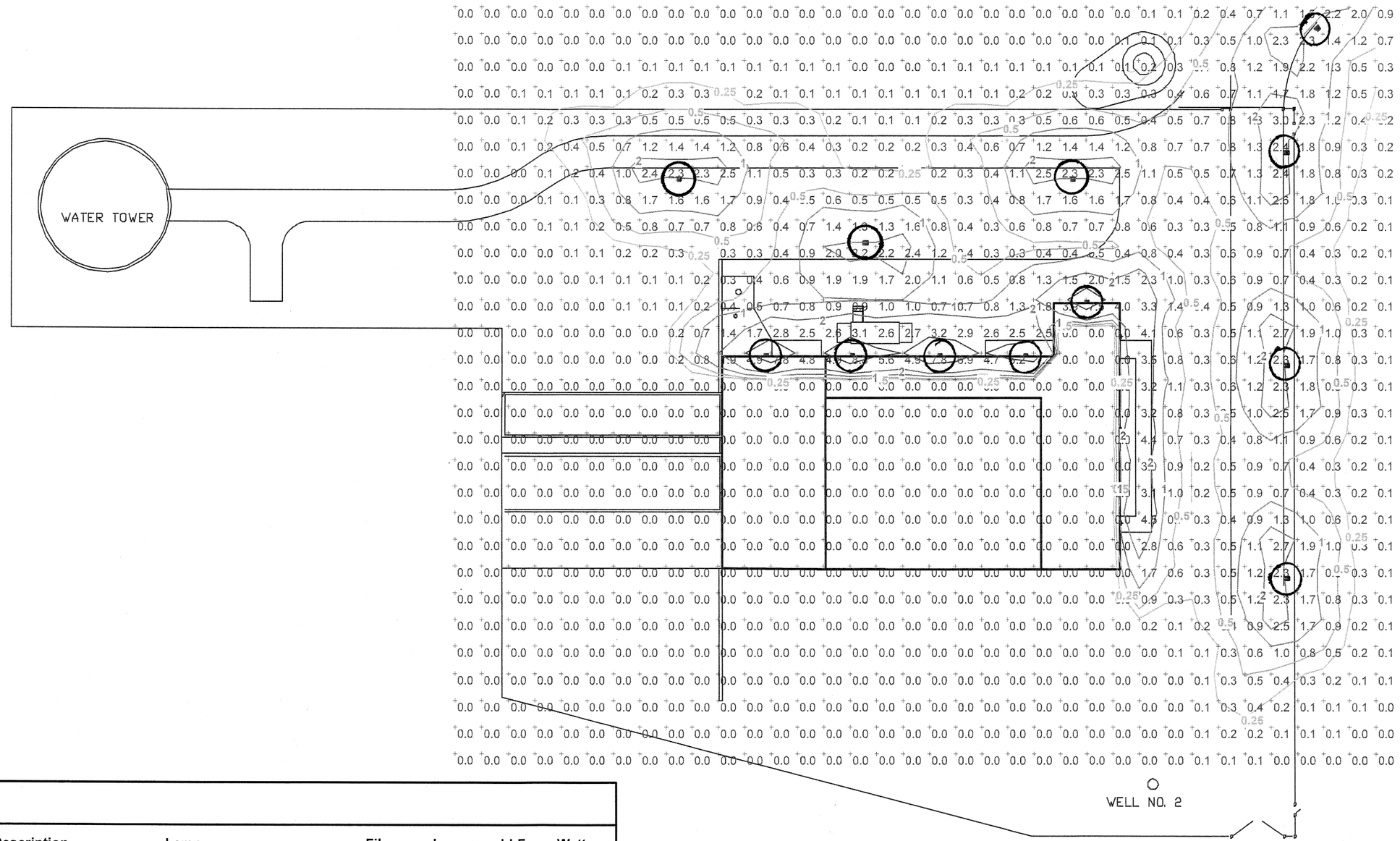
REV.	BY	DATE

EAST BETHEL, MINNESOTA
WATER TREATMENT FACILITY
LANDSCAPE PLAN

SHEET 9.01

Attachment #6



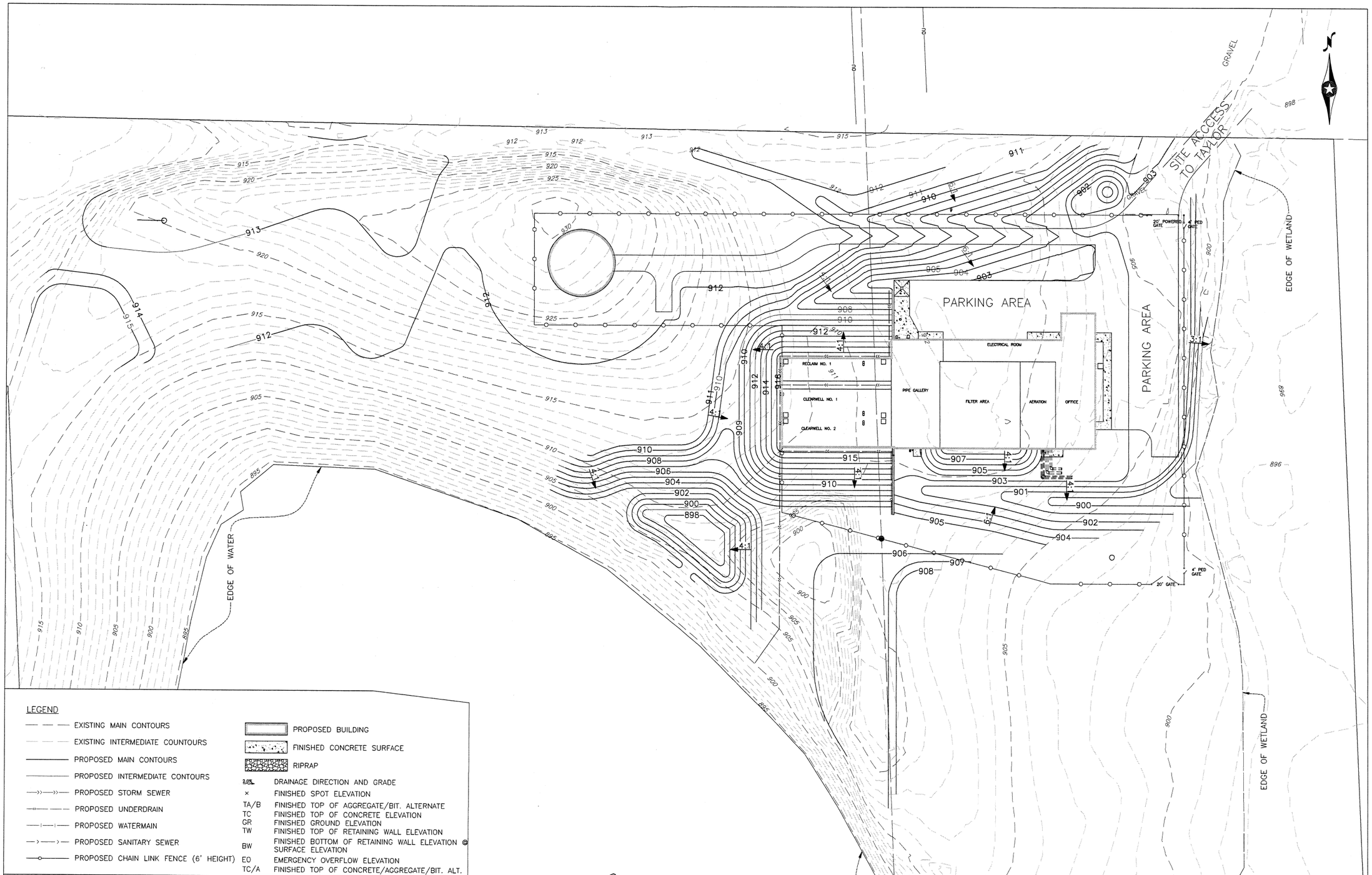
Plan View

Scale 1" = 40'

LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	A	8	WST 70S WT	ARCHITECTURAL SCONCE WITH WIDE THROW DISTRIBUTION WITH CLEAR, FLAT GLASS LENS. CLEAR LAMP.	ONE 70-WATT CLEAR ED--17 HIGH PRESSURE SODIUM, HORIZONTAL POSITION.	LTL11949.IES	6300	1.00	94
	B	7	KAD 70S R3	DIE CAST SHOEBOX	ONE 70-WATT CLEAR ET--23.5 HIGH PRESSURE SODIUM, HORIZONTAL POSITION.	93111903.IES	6300	1.00	94

Attachment #7



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SIGNATURE: TYPED OR PRINTED NAME: Joel C. Hawbaker
DATE: 12-1-10 LIC. NO. 41396

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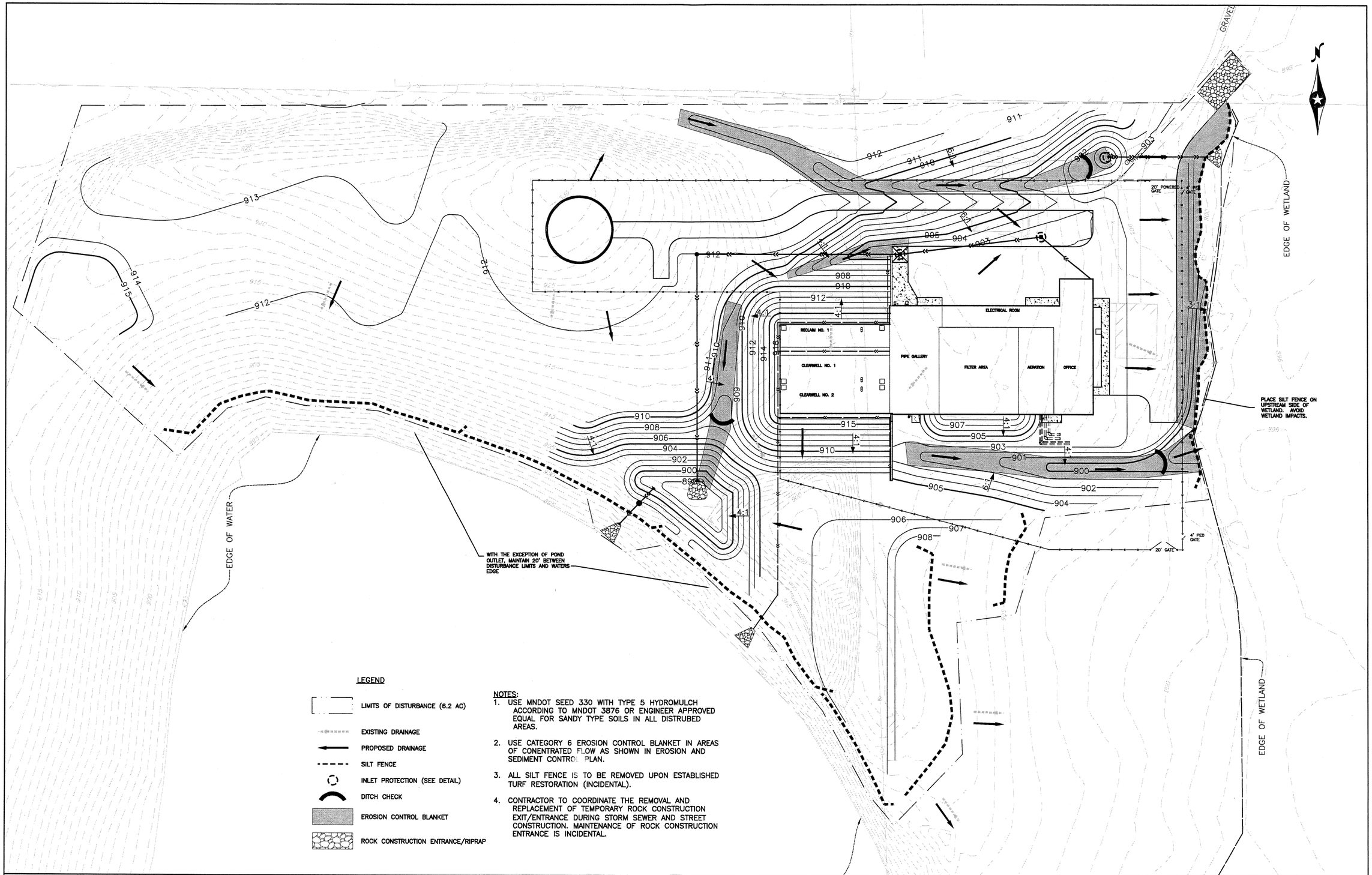
REV.	BY	DATE
A	NWS	9-29-10
0	JCH	10-15-10
1	ACR	12-1-10

EAST BETHEL, MINNESOTA
WATER TREATMENT FACILITY
SITE PLAN
GRADING AND UTILITIES

SHEET 2.03

Attachment #8



LEGEND

- LIMITS OF DISTURBANCE (6.2 AC)
- EXISTING DRAINAGE
- PROPOSED DRAINAGE
- SILT FENCE
- INLET PROTECTION (SEE DETAIL)
- DITCH CHECK
- EROSION CONTROL BLANKET
- ROCK CONSTRUCTION ENTRANCE/RIPRAP

NOTES:

1. USE MNDOT SEED 330 WITH TYPE 5 HYDROMULCH ACCORDING TO MNDOT 3876 OR ENGINEER APPROVED EQUAL FOR SANDY TYPE SOILS IN ALL DISTRUBED AREAS.
2. USE CATEGORY 6 EROSION CONTROL BLANKET IN AREAS OF CONENTRATED FLOW AS SHOWN IN EROSION AND SEDIMENT CONTROL PLAN.
3. ALL SILT FENCE IS TO BE REMOVED UPON ESTABLISHED TURF RESTORATION (INCIDENTAL).
4. CONTRACTOR TO COORDINATE THE REMOVAL AND REPLACEMENT OF TEMPORARY ROCK CONSTRUCTION EXIT/ENTRANCE DURING STORM SEWER AND STREET CONSTRUCTION. MAINTENANCE OF ROCK CONSTRUCTION ENTRANCE IS INCIDENTAL.

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0	JCH	10-15-10
1	JCH	12-1-10

EAST BETHEL, MINNESOTA
WATER TREATMENT FACILITY
STORM WATER POLLUTION PREVENTION PLAN
EROSION AND SEDIMENT CONTROL PLAN

SHEET 2.06

Attachment #9

ABBREVIATIONS LEGEND

@	AT	EQ.	EQUAL	OVHD.	OVERHEAD
∠	ANGLE	EST.	ESTIMATED	OPNG.	OPENING
℄	CENTERLINE	EXIST.	EXISTING	P. LAM.	PLASTIC LAMINATE
℘	PLATE	EXT.	EXTERIOR	PED.	PEDESTAL
Ø	DIAMETER	F.E.	FIRE EXTINGUISHER	P.J.	PANEL JOINT
°	DEGREES	F.E. CAB.	FIRE EXTINGUISHER CABINET	PLMBG.	PLUMBING
A.B.	ANCHOR BOLT	FIN.	FINISH	PLYWD.	PLYWOOD
A.C.T.	ACOUSTICAL CEILING TILE	FLR.	FLOOR	PREFIN.	PREFINISHED
ACC.	ACCESSIBLE	FND.	FOUNDATION	P.T.	PRESSURE TREATED
A.F.F.	ABOVE FINISH FLOOR	F.O.M.	FACE OF MASONRY	Q.T.	QUARRY TILE
ALUM.	ALUMINUM	F.O.S.	FACE OF STUD	R.W.L.	RAINWATER LEADER
APPROX.	APPROXIMATE	F.O.W.	FACE OF WALL	REINF.	REINFORCED
ARCH.	ARCHITECTURAL	F.R.P.	FIBERGLASS-REINFORCED PLASTIC	REQD.	REQUIRED
BD.	BOARD	FT.	FEET	R.H.	RIGHT-HAND
BLDG.	BUILDING	F.T.	FIRE-RETARDANT TREATED	R.H.R.	RIGHT-HAND REVERSE
BLK.	BLOCK	FTG.	FOOTING	R.O.	ROUGH OPENING
BLKG.	BLOCKING	GA.	GAUGE	SECT.	SECTION
B.O.	BOTTOM OF	GALV.	GALVANIZED	SHT.	SHEET
BOT.	BOTTOM	G.C.	GENERAL CONTRACTOR	SIM.	SIMILAR
BTWN.	BETWEEN	GYP. BD.	GYPSUM BOARD	S.M.S.	SHEET METAL SCREW
CAB.	CABINET	HGT.	HEIGHT	SPEC.	SPECIFICATION
CARP.	CARPET	H.M.	HOLLOW METAL	SQ. FT.	SQUARE FEET
C.B.	CATCH BASIN	HORIZ.	HORIZONTAL	S.S.	STAINLESS STEEL
C.J.	CONTROL JOINT	H.V.A.C.	HEATING, VENTILATION, AND AIR CONDITIONING	STD.	STANDARD
CLG.	CEILING	I.D.	INSIDE DIAMETER	STL.	STEEL
C.M.U.	CONCRETE MASONRY UNIT	INSUL.	INSULATION	STRUCT.	STRUCTURAL
COL.	COLUMN	INV.	INVERT	SUSP.	SUSPENDED
COMBO.	COMBINATION	JT.	JOINT	SYS.	SYSTEM
CONC.	CONCRETE	L.H.	LEFT-HAND	T.O.M.	TOP OF MASONRY
CONST.	CONSTRUCTION	L.H.R.	LEFT-HAND REVERSE	T.O.S.	TOP OF STEEL
CONT.	CONTINUOUS	MATL.	MATERIAL	T.P.	TOILET PAPER
C.T.	CERAMIC TILE	MAX.	MAXIMUM	T.S.	TUBE STEEL
D.	DEPTH	M.D.F.	MEDIUM DENSITY FIBERBOARD	TYP.	TYPICAL
DBL.	DOUBLE	MECH.	MECHANICAL	U.N.O.	UNLESS NOTED OTHERWISE
DIA.	DIAMETER	MFR.	MANUFACTURER	V.C.T.	VINYL COMPOSITION TILE
DISP.	DISPENSER	MIN.	MINIMUM	VERT.	VERTICAL
D.L.O.	DAYLIGHT OPENING	MISC.	MISCELLANEOUS	V.I.F.	VERIFY IN FIELD
DN.	DOWN	M.O.	MASONRY OPENING	V.W.C.	VINYL WALL COVERING
D.S.	DOWNSPOUT	MT.	MOUNT	W.	WIDTH
DTL.	DETAIL	MTL.	METAL	W/	WITH
DWG.	DRAWING	N/A	NOT APPLICABLE	W/O	WITHOUT
EA.	EACH	N.I.C.	NOT IN CONTRACT	W.C.	WATER CLOSET
E.I.F.S.	EXTERIOR INSULATION AND FINISH SYSTEM	O.A.	OVERALL	WD.	WOOD
E.J.	EXPANSION JOINT	O.C.	ON CENTER	W.H.	WATER HEATER
ELEC.	ELECTRICAL	O.D.	OUTSIDE DIAMETER	W.S.	WATER SOFTENER
ELEV.	ELEVATION	OPP. HND.	OPPOSITE HAND	W.W.M.	WELDED WIRE MESH

SYMBOLS LEGEND

DRAWING SYMBOLS

- 00 / A0.0 — ENLARGED DRAWING BUBBLE
- ELEMENT ELEV. 000'-00" — VERTICAL ELEVATION MARKER
- 00 — KEYED NOTE MARKER
- X / X — SECTION MARKER
- ROOM NAME XXX — ROOM NAME/NUMBER
- 00 — WALL TYPE MARKER
- 000A — DOOR/WINDOW NUMBER

MATERIAL SYMBOLS (HATCHING/POCHE)

- BATT INSULATION
- EARTH
- POURED CONCRETE
- BRICK
- METAL
- RIGID INSULATION BOARD
- CONCRETE MASONRY UNIT
- PLYWOOD
- SAND/FILL MATERIAL

GENERAL NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH APPLICABLE BUILDING CODES AND LOCAL RESTRICTIONS OR ORDINANCES.
2. REFER TO INDIVIDUAL DRAWINGS WITHIN THIS SET OF CONSTRUCTION DOCUMENTS FOR ADDITIONAL GENERAL NOTES
3. DIMENSION NOTES:
   A) ALL GRIDS AT EXTERIOR WALLS LINE UP WITH OUTSIDE FACE OF FOUNDATION
   B) ALL EXTERIOR WALLS DIMENSIONED TO OUTSIDE FACE OF C.M.U. UNLESS OTHERWISE NOTED
   C) ALL MASONRY OPENINGS ARE NOMINAL DIMENSIONS
4. DISCREPANCIES BETWEEN PORTIONS OF THE CONTRACT DOCUMENTS ARE NOT INTENDED AND SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER PRIOR TO CONTINUING WITH THE AFFECTED PORTIONS OF THE WORK
5. ANY DIMENSIONS, DETAILS, NOTES OR SYMBOLS THAT APPLY TO ONE UNIT, APPLIES TO ALL UNITS LIKE SITUATIONS UNLESS NOTED OTHERWISE
6. THE STATED DIMENSIONS SHALL TAKE PRECEDENCE OVER GRAPHICS. DO NOT SCALE THE DRAWINGS. THE OWNER SHOULD BE NOTIFIED OF ANY DISCREPANCIES
7. THE CONTRACTOR SHALL VISIT THE JOB SITE, VERIFY EXISTING CONDITIONS AND NOTIFY BOLTON & MENK OF ANY DISCREPANCIES PRIOR TO SUBMITTING A BID AND/OR BEGINNING ANY CONSTRUCTION WORK
8. CLEANING: THE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE OF CONSTRUCTION DEBRIS & TRASH. REMOVE ALL COMBUSTIBLE RUBBISH DURING CONSTRUCTION FROM THE BUILDING CONTINUOUSLY AND DISPOSE OF IN A LEGAL MANNER. COMMERCIAL DUMPSTERS OR CONTAINERS WITH A CAPACITY OF ONE-AND-ONE-HALF CUBIC YARDS OR GREATER SHALL NOT BE STORED OR PLACED WITHIN FIVE-FEET OF COMBUSTIBLE WALL OPENINGS OR ROOF EAVE LINES
9. ALL EXTERIOR LANDINGS TO BE FLUSH WITH FINISHED FLOOR AND SLOPE AWAY FROM THE FACE OF BUILDING TO PROVIDE POSITIVE DRAINAGE, TYPICAL
10. SAFETY GLAZING SHOULD BE PROVIDED AT HAZARDOUS LOCATIONS, INCLUDING, BUT NOT LIMITED TO, GLAZING WITHIN 8" OF WALKING SURFACE, GLAZING IN DOORS AND WINDOWS ADJACENT TO DOORS
11. ALL EXIT DOORS TO BE OPERABLE FROM THE INSIDE WITHOUT ANY SPECIAL KNOWLEDGE OR EFFORT. A READILY VISIBLE SIGN SHALL BE ADJACENT TO THE DOORWAY STATING "THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS"
12. VERIFY LOCATION, SIZE AND WALL THICKNESS REQUIRED TO RECESS MECHANICAL AND ELECTRICAL ITEMS AND MAINTAIN FIRE RATING REQUIREMENTS OF THE WALL (IF REQUIRED) AT THESE BUITL-INS: UNIT HEATERS, CONVECTORS, ELECTRICAL PANELS, FIRE EXTINGUISHERS, CABINETS, DUCTS, PIPING AND ALL OTHER SUCH RECESSES
13. USE ONLY NON-CORROSIVE FASTENERS ON ANY PRESSURE TREATED LUMBER
14. GENERAL CONTRACTOR REQUIRED TO PROVIDE NECESSARY BLOCKING FOR ALL OWNER PROVIDED SIGNAGE AND TABLE SUPPORTS
15. FOR ALL AIR CONDITIONING, EXHAUST & SUPPLY FANS, HVAC & REFRIGERATION EQUIPMENT CURBS, GENERAL CONTRACTOR SHALL PROVIDE & INSTALL SUITABLE BLOCKING IN WALLS & CEILING TO SUPPORT FIXTURES, EQUIPMENT & CANOPIES
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A COMPLETE AS-BUILT SET OF CONSTRUCTION DRAWINGS AT THE JOB SITE AND TURNING THE AS-BUILT DRAWINGS OVER TO THE OWNER UPON COMPLETION OF THE PROJECT
17. FIRE EXTINGUISHER REQUIREMENTS SHALL BE AS DETERMINED BY FIELD INSPECTION AND NFPA 10. THE CONTRACTOR SHALL SUPPLY ALL THE FIRE EXTINGUISHERS
18. BUILDING ADDRESS NUMBERS SHALL BE PROVIDED ON THE FRONT OF THE BUILDING AND SHALL BE VISIBLE AND LEGIBLE FROM THE PUBLIC RIGHT-OF-WAY, SAID NUMBERS SHALL CONTRAST VISUALLY WITH THEIR BACKGROUND. ADDRESS NUMBERS SHALL BE PROVIDED BY THE CONTRACTOR
19. AT THE TIME OF BUILDING COMPLETION, THE BUILDING IS TO BE THOROUGHLY CLEANED PRIOR TO BUILDING TURNOVER TO OWNER
20. REFER TO 3.XX SERIES DRAWINGS FOR PAD AND CURB LOCATIONS, DETAILS AND SIZES

APPLICABLE CODES: CITY OF: EAST BETHEL, MN

BUILDING CODE:	2007 MINNESOTA STATE BUILDING CODE (2006 IBC)
ELECTRICAL CODE:	2008 NATIONAL ELECTRIC CODE
MECHANICAL CODE:	2007 MINNESOTA STATE MECHANICAL CODE (2006 IMC)
PLUMBING CODE:	2009 MINNESOTA STATE PLUMBING CODE
FIRE CODE:	2007 MINNESOTA STATE FIRE CODE (2006 IFC)
ACCESSIBILITY CODE:	2007 MINNESOTA STATE ACCESSIBILITY CODE, CHAPTER 1341

CHAPTER 3: USE OR OCCUPANCY

SECTION	USE GROUP/CONSTUCTION TYPE	DESCRIPTION/PROPOSED S.F.
306.3	GROUP F-2 / TYPE II-B (GROUP H-2 NOT REQUIRED BASED ON <500 GALLONS OF HAZARDOUS MATERIAL PER TABLE 307.1)	2 STORY BUILDING HABITABLE AREA = 12,052 S.F. NON-HABITABLE AREA = 11,114 S.F. TOTAL AREA COMBINED = 23,166 S.F.

CHAPTER 5: GENERAL BUILDING LIMITATIONS

SECTION		
503	BASIC ALLOWABLE AREA (F-2)	At = 23,000 S.F.
506	ALLOWABLE AREA INCREASES	
506.2	(EQUATION 5-2) If = 100 [F/P - 0.25] W/30	
	F = BUILDING PERIMETER WHICH FRONTS ON A PUBLIC WAY HAVING 20 FEET OPEN MINIMUM WIDTH	F = 670'-8"
	P = PERIMETER OF ENTIRE BUILDING	P = 670'-8"
	W = MINIMUM WIDTH OF PUBLIC WAY OR OPEN SPACE	W = 30'-0"
	If = AREA INCREASE DUE TO FRONTAGE	If = 75%
506.1	(EQUATION 5-1) Aa = At + [At If/100] + [At Is/100]	
	Is = AREA INCREASE DUE TO SPRINKLER PROTECTION	Is = 0
	Aa = ALLOWABLE AREA PER FLOOR	Aa = 40,250 S.F.
HABITABLE AREA PROPOSED		12,052 S.F.
ALLOWABLE HEIGHT		3 STORIES
PROPOSED HEIGHT		2 STORIES

CHAPTER 6: TYPES OF CONSTRUCTION

BUILDING ELEMENT	RATING
STRUCTURAL FRAMING	0
BEARING WALLS - EXTERIOR	0
BEARING WALLS - INTERIOR	0
NONBEARING WALLS - EXTERIOR	0
NONBEARING WALLS - INTERIOR	0
FLOOR CONSTRUCTION	0
ROOF CONSTRUCTION	0

CHAPTER 10: GENERAL MEANS OF EGRESS

OCCUPANCY	AREA	OCC. LOAD FACTOR	OCCUPANTS
GROUND LEVEL			
FLUORIDE ROOM	147 S.F.	300 S.F./OCC	1
TREATMENT PROCESS ADDITIVE ROOM	342 S.F.	300 S.F./OCC	2
CHLORINE ROOM	85 S.F.	300 S.F./OCC	1
MECHANICAL ROOM	220 S.F.	300 S.F./OCC	1
WOMEN		ACCESSORY USE	0
SUPPLY CLOSET	30 S.F.	300 S.F./OCC	1
MEN		ACCESSORY USE	0
OFFICE	140 S.F.	100 S.F./OCC	2
ENTRY		ACCESSORY USE	0
OPERATIONS	440 S.F.	100 S.F./OCC	5
HALL		ACCESSORY USE	0
AERATOR PIPE GALLERY	1,487 S.F.	300 S.F./OCC	5
PIPE GALLERY	1,049 S.F.	300 S.F./OCC	4
ELECTRICAL ROOM	665 S.F.	300 S.F./OCC	3
PUMP GALLERY	2,752 S.F.	300 S.F./OCC	10
UPPER LEVEL			
AERATOR MEZZANINE	1,505 S.F.	300 S.F./OCC	6
SERVICE WALKWAY		ACCESSORY USE	0
SERVICE WALKWAY		ACCESSORY USE	0
TOTAL OCCUPANT LOAD			41 OCCUPANTS

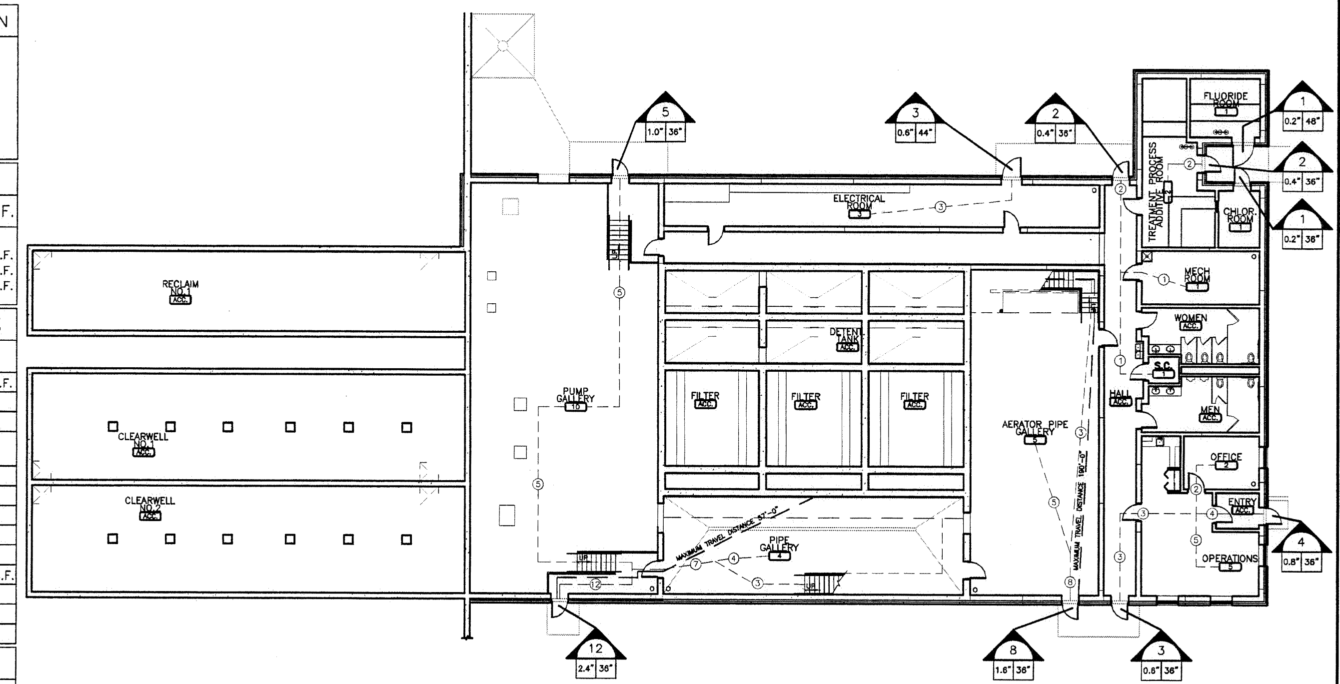
EXIT REQUIREMENTS

SECTION	REQUIREMENT				
1005.1	CAPACITY OF EGRESS COMPONENTS				
		FACTOR	OCC. LOAD	REQ. WIDTH	PROP. WIDTH
	DOOR OPENINGS	.2	41	8.2"	380"
	STAIRWAY WIDTH	.3	6	1.8"	39" MIN.
MAXIMUM TRAVEL DISTANCE ALLOWED					300'-0"
MAXIMUM TRAVEL DISTANCE PROVIDED		GROUND LEVEL			57'-0"
		UPPER LEVEL			190'-0"

MINNESOTA STATE PLUMBING CODE

TABLE 403.1 - MINIMUM NUMBER OF REQUIRED PLUMBING FACILITIES

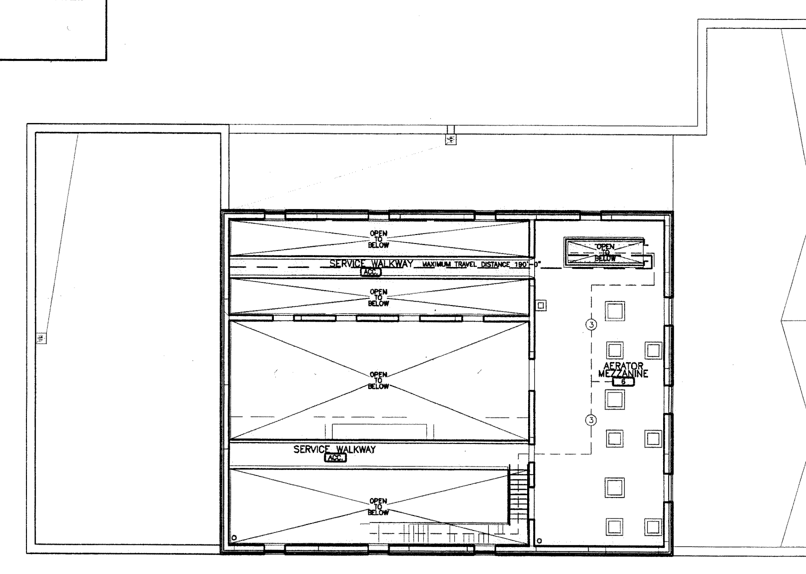
WATER CLOSETS	1 PER 100	1 REQUIRED	4 WC PROVIDED - WOMENS
			2 WC/2 U PROVIDED - MENS
LAVATORIES	1 PER 100	1 REQUIRED	2 PROVIDED - WOMENS
			2 PROVIDED - WOMENS
DRINKING FOUNTAIN	1 PER 400	1 REQUIRED	2 PROVIDED
SERVICE SINK	-	1 REQUIRED	1 PROVIDED



1 / 4.01 LOWER LEVEL CODE STUDY
SCALE: 1/16" = 1'-0"

CODE STUDY PLAN SYMBOL LEGEND

- XX / XX" XX" — PROPOSED NUMBER OF OCCUPANTS; REQUIRED EXIT WIDTH; PROPOSED EXIT WIDTH PROVIDED
- ROOM NAME — PROPOSED NUMBER OF OCCUPANTS
- X — PROPOSED NUMBER OF OCCUPANTS ALONG EGRESS PATH OF TRAVEL



2 / 4.01 UPPER LEVEL CODE STUDY
SCALE: 1/16" = 1'-0"

Attachment #10

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SIGNATURE: [signature] TYPED OR PRINTED NAME: JEFFREY M. RAPP
DATE: 12-01-10 LICENSE NO. 22274

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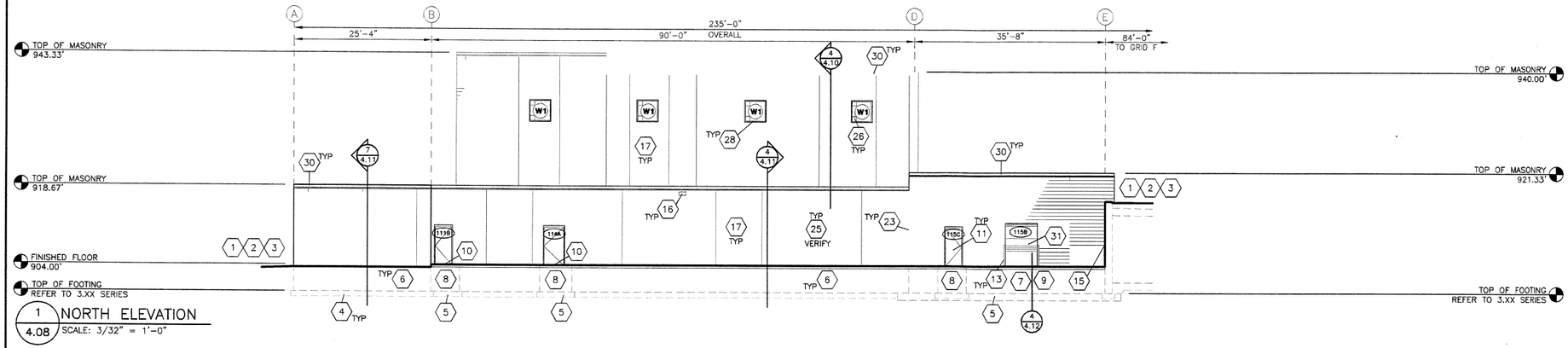
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

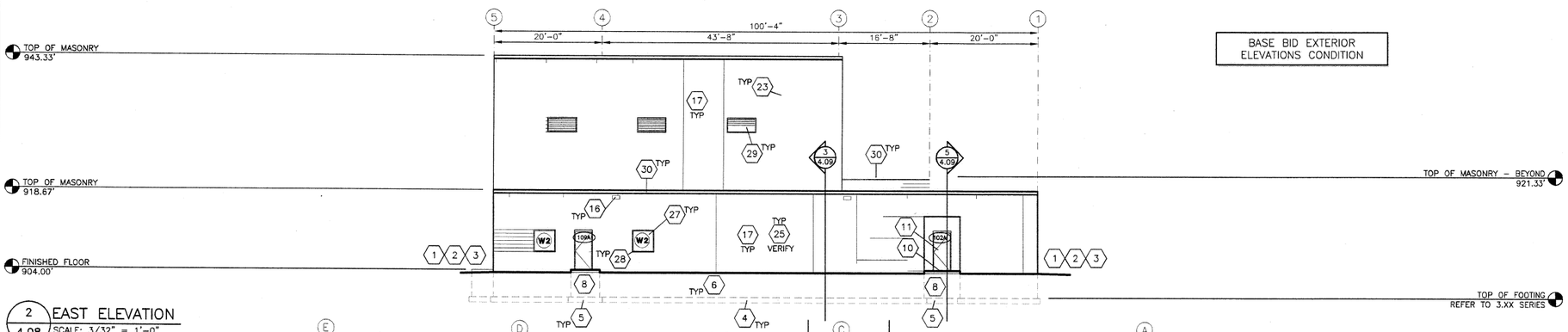
REV.	BY	DATE
0	MWA	10-15-10
1	MWA	12-01-10

REBID
EAST BETHEL, MINNESOTA
WATER TREATMENT FACILITY
CODE STUDY & GENERAL NOTES

SHEET 4.01

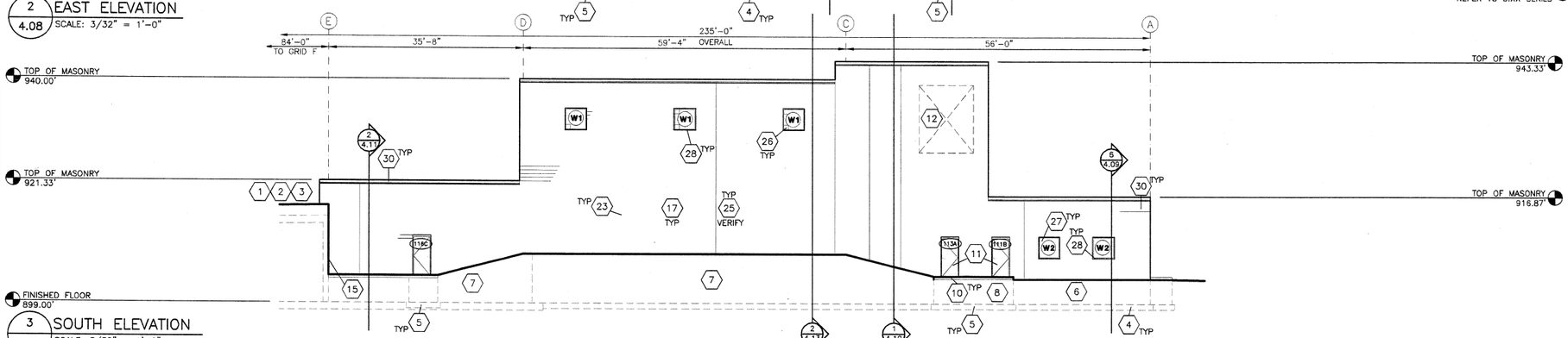


1 / 4.08 NORTH ELEVATION
SCALE: 3/32" = 1'-0"

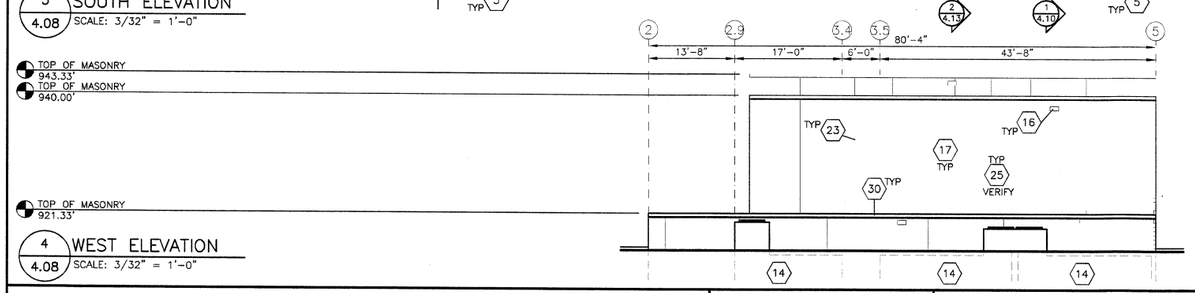


2 / 4.08 EAST ELEVATION
SCALE: 3/32" = 1'-0"

BASE BID EXTERIOR ELEVATIONS CONDITION

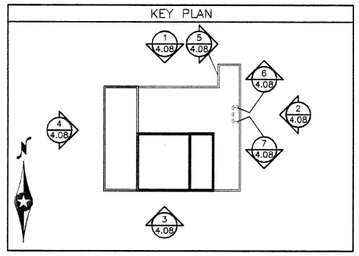


3 / 4.08 SOUTH ELEVATION
SCALE: 3/32" = 1'-0"



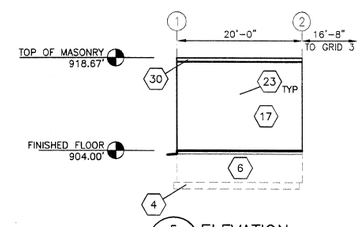
4 / 4.08 WEST ELEVATION
SCALE: 3/32" = 1'-0"

KEY PLAN

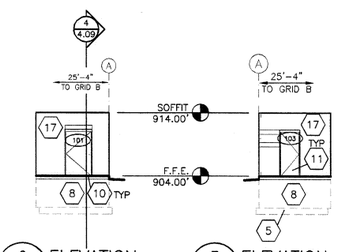


EXTERIOR ELEVATION LEGEND NOTES:

1. REFER TO 2.XX SERIES DRAWINGS FOR SITE CONDITIONS
2. PROVIDE ADEQUATE POSITIVE DRAINAGE AWAY FROM PROPOSED FACE OF BUILDING – REFER TO 2.XX SERIES DRAWINGS FOR INFORMATION
3. REFER TO 2.XX SERIES DRAWINGS FOR LANDSCAPING INFORMATION
4. CONTINUOUSLY REINFORCED CONCRETE STRIP FOOTING – REFER TO 3.XX SERIES DRAWINGS FOR ADDITIONAL INFORMATION
5. CONTINUOUSLY REINFORCED CONCRETE STOOP FOOTING – REFER TO 3.XX SERIES DRAWINGS FOR ADDITIONAL INFORMATION
6. CONCRETE MASONRY UNIT FOUNDATION WALL – REFER TO 3.XX SERIES DRAWINGS FOR VERTICAL AND HORIZONTAL REINFORCING
7. CAST-IN-PLACE CONCRETE FOUNDATION WALL – REFER TO 3.XX SERIES DRAWINGS FOR VERTICAL AND HORIZONTAL REINFORCING
8. CONCRETE STOOP WITH 6X6 W1.4XW1.4 W.W.M. – SLOPE AWAY FROM PROPOSED FACE OF BUILDING AT 1/8" PER 12" MINIMUM
9. 6" CONCRETE APRON PAD WITH 6X6 W1.4XW1.4 W.W.M. – SLOPE AWAY FROM PROPOSED FACE OF BUILDING AT 1/8" PER 12" MINIMUM – REFER TO 3.XX SERIES FOR SIZING
10. METAL THRESHOLD – 1/2" MAXIMUM RISE WITH BEVELED SIDES THAT SLOPE 1:2 MAXIMUM
11. INSULATED HOLLOW METAL DOOR AND FRAME – PAINT TO MATCH ADJACENT BRICK COLOR
12. KNOCKOUT PANEL LOCATION – REFER TO SERIES 3.XX FOR ADDITIONAL INFORMATION
13. 4"X4"X1/4" ANGLE TO 4'-0" ABOVE FINISH FLOOR ELEVATION TO PROTECT JAMB CORNER – PAINT TO MATCH ADJACENT BRICK COLOR
14. CONCRETE CURB FOR BELOW GRADE TANKS WITH ACCESS HATCHES
15. RETAINING WALL
16. PREFINISHED METAL OVERFLOW SCUPPER
17. ROCKFACE BLOCK
18. NOT USED
19. NOT USED
20. NOT USED
21. NOT USED
22. NOT USED
23. MASONRY EXPANSION JOINT – JOINT CAULK TO MATCH ADJACENT BRICK COLOR – REFER TO 3.XX SERIES DRAWINGS FOR ADDITIONAL INFORMATION
24. HOSE BIBB LOCATION – REFER TO 6.XX SERIES DRAWINGS FOR FINAL LOCATION AND ADDITIONAL INFORMATION
25. ALL BUILDING MOUNTED LIGHT FIXTURES TO BE PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR – REFER TO 7.XX SERIES DRAWINGS FOR ADDITIONAL INFORMATION
26. THERMALLY BROKEN ANODIZED ALUMINUM WINDOW FRAMING WITH TRANSLUCENT WINDOW PANEL
27. THERMALLY BROKEN ANODIZED ALUMINUM WINDOW W/1" INSULATED GLASS
28. ANODIZED ALUMINUM WINDOW SILL FLASHING – COLOR TO MATCH WINDOW FRAME
29. PREFINISHED METAL MECHANICAL LOUVER/EXHAUST FAN – REFER TO 6.XX SERIES DRAWINGS FOR ADDITIONAL INFORMATION – LOCATION SHOWN FOR REFERENCE PURPOSE ONLY
30. PREFINISHED METAL CAP ON PARAPET
31. PREFINISHED METAL INSULATED COILING DOOR



5 / 4.08 ELEVATION
SCALE: 3/32" = 1'-0"



6 / 4.08 ELEVATION
SCALE: 3/32" = 1'-0"
REBID

7 / 4.08 ELEVATION
SCALE: 3/32" = 1'-0"

Attachment #11

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WIEKUS ARCHITECTS, INC
11687 Valley View Road
Eden Prairie, MN 55344
P. 952-941-8468
F. 952-941-2755

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNATURE: _____ TYPED OR PRINTED NAME: JEFFREY M. RAPP
DATE: 12-01-10 LICENSE NO: 22274

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

REV.	BY	DATE
0	MWA	10-15-10
1	MWA	12-01-10

EAST BETHEL, MINNESOTA
WATER TREATMENT FACILITY
EXTERIOR ELEVATIONS – (BASE BID)

SHEET 4.08

City of East Bethel
City Council
Agenda Information

* *

Date:
April 6, 2011
* *

Agenda Item Number:
Item 6.0 A.2 **REVISED**
* *

Agenda Item:
Conditional Use Permit (CUP) Request by Great River Energy (GRE) for a Proposed 69kV Transmission Line to be Located in East Bethel
* *

Requested Action:
Make a Motion for a Conditional Use Permit (CUP) Request by Great River Energy (GRE) for a Proposed 69kV Transmission Line to be Located in East Bethel
* *

Background Information:
On March 22, 2011 Planning Commission held a public hearing for the CUP request in which all persons had to opportunity to speak. The draft meeting minutes have been attached for your review as Attachment #12.

GRE is a generation and transmission cooperative electric company that supplies wholesale power to 28 distribution cooperatives in Minnesota and Wisconsin, including Connexus and East Central Energy. The purpose of the project is to ensure the electric system meets the needs of growing areas including East Bethel, Linwood Township, Athens Township, Cambridge, Stanford Township, St. Francis and others, while also balancing the need to be fiscally responsible. Due to growth in East Bethel and surrounding areas, the region is at risk for interruption of electrical service; therefore, GRE proposes to construct a transmission line to address system deficiencies and proactively ensure the homes and businesses in these communities continue to receive reliable, quality electric service.

Ordinance 15, Second Series (adopted by City Council on January 6, 2010), establishes the requirements and criteria for conditional use permits for transmission lines in the City of East Bethel.

According to the ordinance, Phase 1 includes a work group process in which the work group will conduct an analysis of the proposed routes and present its report to the city's Planning Commission. The work group was established by City Council in September 2010 and has been holding work group meetings with GRE representatives since then.

According to the code, the *"work group will conduct an analysis of the alternatives and present its report to the city's Planning Commission. The city's Planning Commission, based on the work groups' submittals and applicant presentation, will narrow the alternatives for the siting of the transmission line or facility. Following the Phase 1 process, the applicant may submit an application for a conditional use permit."* On Monday, February 7, 2011, the work group

unanimously made a recommendation of a route that was not originally presented (Attachment #3) to Planning Commission for the transmission line location. This route is known as "Route I."

The work group made this recommendation by taking into consideration the minimal impacts to existing ecological areas, including Cedar Creek Natural History Area; it affects the least amount of people, and has fewer turns and angles than the other routes. The majority of the line would be in Athens Township and Linwood Township, with a small portion affecting the area on the northeast side of Fish Lake/Cedar Creek Natural History Area. This information was conveyed to GRE; they conducted an analysis of this proposed route which is part of Attachment #3. Also, Linwood and Athens Township staff was notified of proposed routes I and A. Staff encouraged them to attend the public hearing and the City Council meeting.

Mr. Pete Criswell, East Bethel resident and member of the work group, has submitted a compilation of information as Attachment #9. The information includes photos to demonstrate the visual effects of 69kV transmission lines, a letter discussing the unanimous decision of the work group for Route I, and documentation supporting his decision to vote for Route I. Staff has also included a CD with the information so the commission members have the chance to see the photos in color, which in staff's opinion has a much more visual impact than the black and white photos attached to the staff report. Also as part of the information, staff has included a letter from Mr. Lou Cornicelli, East Bethel resident and member of the work group. Mr. Cornicelli reviewed Mr. Criswell's documents and believes the information submitted presents a compelling case as to why the work group recommended Route I. Staff highly encourages Planning Commission to review this document as it may provide hindsight of the thinking process of the work group and how they arrived at their decision.

On February 22, 2011, Planning Commission heard the recommendation (Attachment #5, Planning Commission Meeting Minutes, February 22, 2011). Work group members Mr. Cornicelli and Mr. Criswell attended the meeting. Mr. Cornicelli spoke on behalf of the work group by answering questions of the Planning Commission and explaining reasons behind the recommendation of Route I, such as the environmental impacts, impacts to property owners, and the effects the project has on the city.

At the meeting, GRE presented their preferred route known as Route A (Attachment #4). Some of the reasons GRE prefers Route A is because it is the shortest viable route, shortest length of transmission line to build, fewer easements to obtain, and the lowest construction costs. Ultimately, Planning Commission recommended Route A for the proposed line location. Therefore, GRE has submitted a request for a CUP to construct the 69kV transmission line along Route A.

According to GRE's application, the purpose of it is to request a CUP for: 1) rebuilding to double-circuit a portion of GRE's existing 69kV transmission line from Athens/East Bethel border, south to Coopers Corner substation on 237th Avenue NE; and 2) build a single circuit 69 kV line, with some under-build (distribution line on the structures beneath the transmission line) that would run from the Cooper's Corner substation east, along 237th Avenue, then south along Gopher Drive NE, and then east again along 229th Avenue NE, to the border of East Bethel at Sunset Road NE. The total length of the route is approximately 10.4 miles in which approximately 5.8 miles will be in East Bethel.

As part of the CUP process, the applicants are to provide statement of ownership in the properties along the proposed alignment. This particular request is a unique case. GRE does not own the property on which it plans to construct the transmission lines, but will acquire the use of the properties through easements and leases if the CUP is approved. If approved, GRE will be required to provide the city with documentation of the easement/lease information of properties within the City of East Bethel.

GRE has submitted an information packet as Attachment #10. The packet is a total of 77 pages, which consists of important, detailed information of the proposed project. The information includes an executive summary, purpose of the project, transmission line options, transmission line route selection methodology, proposed Route A, general right-of-way information, general environmental information, and general engineering information.

The presentation GRE gave at the public hearing held at the Planning Commission meeting has been provided for your review as Attachment # 2. GRE will have additional staff available at the City Council meeting to answer specific project questions.

The City Engineer has reviewed the request and accompanying materials. The engineer's letter has been attached for your review as Attachment #6. The engineer comments mainly address the compliance of East Bethel Code Chapter 74, Permits for Transmission Lines. Mr. Schaub of GRE submitted a response to the engineer comments on March 16, 2011 (Attachment #7). If the CUP is approved, staff will monitor the progress of compliance to Chapter 74 and other engineering comments to insure all comments are addressed to the satisfaction of the City Engineer.

Fire Chief DuCharme submitted at letter (Attachment #11) pertaining to required information to be included in the City of East Bethel's Emergency Operation Plan. The information includes but is not limited to the following: emergency contact numbers, map showing the route, type of hazards from the transmission lines, etc. In the event the CUP is approved, this information will need to be submitted to the satisfaction of Fire Chief DuCharme.

On March 14, 2011, staff received a GRE Transmission Line Petition signed by 67 residents who strongly oppose the construction of the transmission line in the location proposed by GRE. The petition discusses the work group's reasoning for recommending Route I. The petition has been attached for your review as Attachment #8.

On March 30, 2011, staff received a letter by Mr. Peter Schaub on behalf of GRE clarifying certain issues relating to the CUP request. It has been attached as attachment #13 for your review.

On March 31, 2011, staff received a letter from Mr. Paul Zisla, GRE Attorney. The letter supplements the March 30, 2011 by Mr. Petter Schaub. It has been attached as attachment #14 for your review.

In the event the City Council makes a motion to deny the CUP request, GRE has an opportunity to appeal the decision of City Council. East Bethel City Code Appendix A, Section 2.6 states "at any time within 30 days after the city makes a decision under the provisions of this chapter, except in connection with prosecution of violations thereof, any person aggrieved by any decision or action can appeal by filing a written notice with the city administrator stating the specific grounds on which the appeal is made." The City Council will act as the Board of Adjustment and Appeals shall make a final determination.

Attachments:

1. Application
2. 69kV Transmission Line Project Presentation by GRE
3. Route I – Work Group Recommended Route with Route Summary
4. Route A – Route Summary
5. February 22, 2011 Planning Commission Meeting Minutes
6. City Engineer Letter Dated March 14, 2011
7. GRE Letter Dated March 16, 2011, Response to City Engineer
8. GRE Transmission Line Petition
9. Transmission Line Information Submitted by Work Group Member Pete Criswell and Letter by Work Group Member Lou Cornicelli
10. GRE - Athens to Martin Lake 69kV Transmission Line Project
11. Fire Chief DuCharme Letter Dated March 18, 2011
12. Draft March 22, 2011 Planning Commission Meeting Minutes
13. March 30, 2011 GRE Letter to City Council and Staff
14. March 31, 2011 GRE Attorney Letter to City Council and Staff

* *

Fiscal Impact:

None at this time

* *

Recommendations:

On March 22, 2011, Planning Commission held a public hearing for the CUP request by GRE. Planning Commission unanimously made a recommendation of denial to City Council of a CUP request by GRE for a proposed 69kV transmission line to be located partially in East Bethel; the location is known as Route A, as depicted in Attachment #4. If City Council approves the recommendation of denial by Planning Commission, staff suggests City Council state on record findings of fact to support the denial of the request.

Or City Council may consider to table the request and to extend the 60-day review period per Minnesota Statutes, Section 15.99 for an additional sixty (60) days, which ends on July 1, 2011 for the following reasons:

1. the application is complex and requires additional time for study; and
2. the city does not have staff with expertise in transmission lines so City Council would like to pursue the hiring of a consultant to assist City Council in the evaluation of the application, which will require additional time; and
3. City Council desires to return this matter to the Planning Commission and the GRE work group at a joint work session to address criteria relative to the application; and
4. City Council is seeking additional information from the applicant to be considered as part of the application.

Staff prepared resolution 2011-12, A Resolution Supporting a Request by City Council for a 60-Day Extension Pursuant to Minnesota Statutes 15.99 for a Request of a Conditional Use Permit for the Siting of a 69kV Transmission Line.

Or City Council may approve the CUP request by GRE for a proposed 69kV transmission line to be located partially in East Bethel; the location is known as Route A as depicted in Attachment #4. If City Council approves the request, staff suggests the approval is contingent upon the following conditions being met:

1. Applicant must satisfy the comments by the City Engineer, dated March 16, 2011 (Attachment #6) prior to proceeding with the installation of the transmission line.
2. Applicant must sign and execute a Conditional Use Permit Agreement prior to proceeding with the installation of the transmission line. Execution of the Conditional Use Permit Agreement must be completed no later than April 6, 2012. Conditional Use Permit Agreement will not be executed until all conditions of the approval are met. Failure to comply may result in the revocation of the Conditional Use Permit by City Council.
3. GRE shall provide the city with documentation of the easement/lease information of properties within the City of East Bethel to be filed with Anoka County.
4. GRE shall provide necessary information for the City's Emergency Management Plan as required by Fire Chief Mark DuCharme.

* *

City Council Action

Motion by:________________ Second by:________________

____

____

____

Vote Yes:_____ Vote No:_____

No Action Required:_____

CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA

RESOLUTION NO. 2011-12

RESOLUTION SUPPORTING A REQUEST BY CITY COUNCIL FOR A 60-DAY EXTENSION PURSUANT TO MINNESOTA STATUTES 15.99 FOR A REQUEST OF A CONDITIONAL USE PERMIT FOR THE SITING OF A 69 KV TRANSMISSION LINE

WHEREAS, on March 4, 2011, Great River Energy made a request for a conditional use permit for the siting of a transmission line within the City of East Bethel; and

WHEREAS, the 60-day review period as regulated by Minnesota Statutes, Section 15.99 ends on May 2, 2011; and

WHEREAS, the East Bethel Planning Commission heard the request and held a public hearing on March 22, 2011; and

WHEREAS, the Planning Commission's made a recommendation of denial to the City Council; and

WHEREAS, on April 6, 2011 City Council made a request to table the request for the conditional use request; and

WHEREAS, on April 6, 2011 the City Council made a request to extend the 60-day review period per Minnesota States, Section 15.99 for an additional sixty (60) days, which ends on July 1, 2011 for the following reasons:

1. the application is complex and requires additional time for study; and
2. the city does not have staff with expertise in transmission lines so City Council would like to pursue the hiring of a consultant to assist City Council in the evaluation of the application, which will require additional time; and
3. City Council desires to return this matter to the Planning Commission and the GRE work group at a joint work session to address criteria relative to the application; and
4. City Council is seeking additional information from the applicant to be considered as part of the application.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City Council supports a 60-day extension of the request for a conditional use permit for the siting of a transmission line within the City of East Bethel as regulated by Minnesota Statutes, Section 15.99, until July 1, 2011.

Adopted this 6th day of April, 2011 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

_____

Richard Lawrence, Mayor

ATTEST:

_____

Jack Davis, Interim City Administrator/Clerk/Treasurer

City of East Bethel

LAND USE APPLICATION

OFFICE USE ONLY
Date Rec'd 3/4/11
By [illegible]
Fee $ 500 app fee
$1000 escrow
pd Ck#45475184

Check appropriate box: ☐ VARIANCE ☒ CUP ☐ IUP ☐ FINAL PLAT

☐ BUSINESS CONCEPT PLAN ☐ PRELIMINARY PLAN ☐ SITE PLAN REVIEW ☐ OTHER_____

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

Application is hereby made for CUP APPROVAL (provide narrative below describing proposed use).

FOR A 69 KV TRANSMISSION LINE (PLEASE SEE ACCOMPANYING DOCUMENTS).

LOCATION: PID _____ **Legal: Lot** _____ **Block** _____ **Subdivision** _____

PROPERTY ADDRESS: _____ **PRESENT ZONING:** _____

PROPERTY OWNER

CONTACT NAME SEE LETTER PHONE _____

ADDRESS _____ FAX _____

CITY/STATE/ZIP _____ E-MAIL _____

APPLICANT

CONTACT NAME GREAT RIVER ENERGY - PETER SCHAUB PHONE (763) 445-5976

ADDRESS 12300 ELM CREEK BLVD. FAX (763) 445-6776

CITY/STATE/ZIP MAPLE GROVE, MN 55369 E-MAIL PSCHAUB@GRENERGY.COM

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

Peter M. Schaub FOR GREAT RIVER ENERGY 3-3-11
~~Property Owner's~~ APPLICANTS Signature — Printed Name — Date

OFFICE USE ONLY – DO NOT COMPLETE			
	Received	Approved/Denied	Notes
Community Dvlp.	3/4/11		
Planning Commission	3/22/11		
City Council	4/6/11		
5/2/11 60 Day	7/1/11 120 Day		

Attachment #1

GREAT RIVER
ENERGY®

12300 Elm Creek Boulevard • Maple Grove, Minnesota 55369-4718 • 763-445-5000 • Fax 763-445-5050 • www.GreatRiverEnergy.com

March 4, 2011

WO # 54101
Athens – Martin Lake

Stephanie Hanson, City Planner
East Bethel Planning Commission
2241 221st Avenue, NE
East Bethel, MN 55011

SUBJECT: Great River Energy 69 kV Transmission Line Route Conditional Use Permit Application

Dear Commissioners and Ms. Hanson:

Please accept this letter and accompanying documents as Great River Energy's application for a Conditional Use Permit (CUP) for the construction of a 69 kV transmission line in East Bethel between the northern boundary of Athens Township and the eastern boundary of Linwood Township. Specifically, please find the following accompanying this letter:

- CUP/Land Permit Application
- check for $1,500.00 for CUP fee and Escrow
- 10 copies of the CUP application/project explanation
- Landowner list and route photos with property lines

In brief, Great River Energy is a generation and transmission cooperative electric company that supplies wholesale power to 28 distribution cooperatives in Minnesota and Wisconsin, including Connexus Energy and East Central Energy. In order to meet increasing demands for electricity and improve reliability of electric service in part of the Connexus and East Central service areas, Great River Energy proposes to construct a 69 kV line from Great River Energy's Athens Substation, in Athens Township, to the Connexus Energy Martin Lake Substation in Linwood Township.

The purpose of this application is to request a conditional use permit (CUP) for: 1) rebuilding to double-circuit, a portion of Great River Energy's existing 69 kV SC transmission line from the Athens/East Bethel border, south to the Coopers Corner substation on 237th Avenue NE; and, 2) build a single circuit 69 kV line, with some underbuild (distribution line on the structures beneath the transmission line) that would run from the Coopers Corner substation east, along 237th Avenue, then south along Gopher Drive, NE, and then east again along 229th Avenue NE (a/k/a CSAH 26), to the

Direct Dial (763) 445-5976 E-mail pschaub@grenergy.com Fax (763) 445-6776

border of East Bethel at Sunset Road NE. The total length of the route is approximately 10.4 miles. Approximately 5.8 miles will be in East Bethel. The route is described in greater detail in the accompanying materials. Great River Energy does not own the property on which it constructs transmission lines but instead acquires use of the property through easements and leases. We do not currently have any interest in the property but will acquire such interests upon approval of the Conditional Use Permit.

We look forward to working with you and we hope this, and the other information we have provided to the city proves helpful. If you require additional information or have any questions regarding our application, please contact me at your earliest convenience. Thank you for your consideration in this matter.

Sincerely,

GREAT RIVER ENERGY

Peter M. Schaub
Sr. Field Representative

PS:ve\R:\T LINES\CO-LA (Athens - Martin Lake) #54101\East Bethel CUP App ltr 3_4_2011.doc

Direct Dial (763) 445-5976 E-mail pschaub@grenergy.com Fax (763) 445-6776

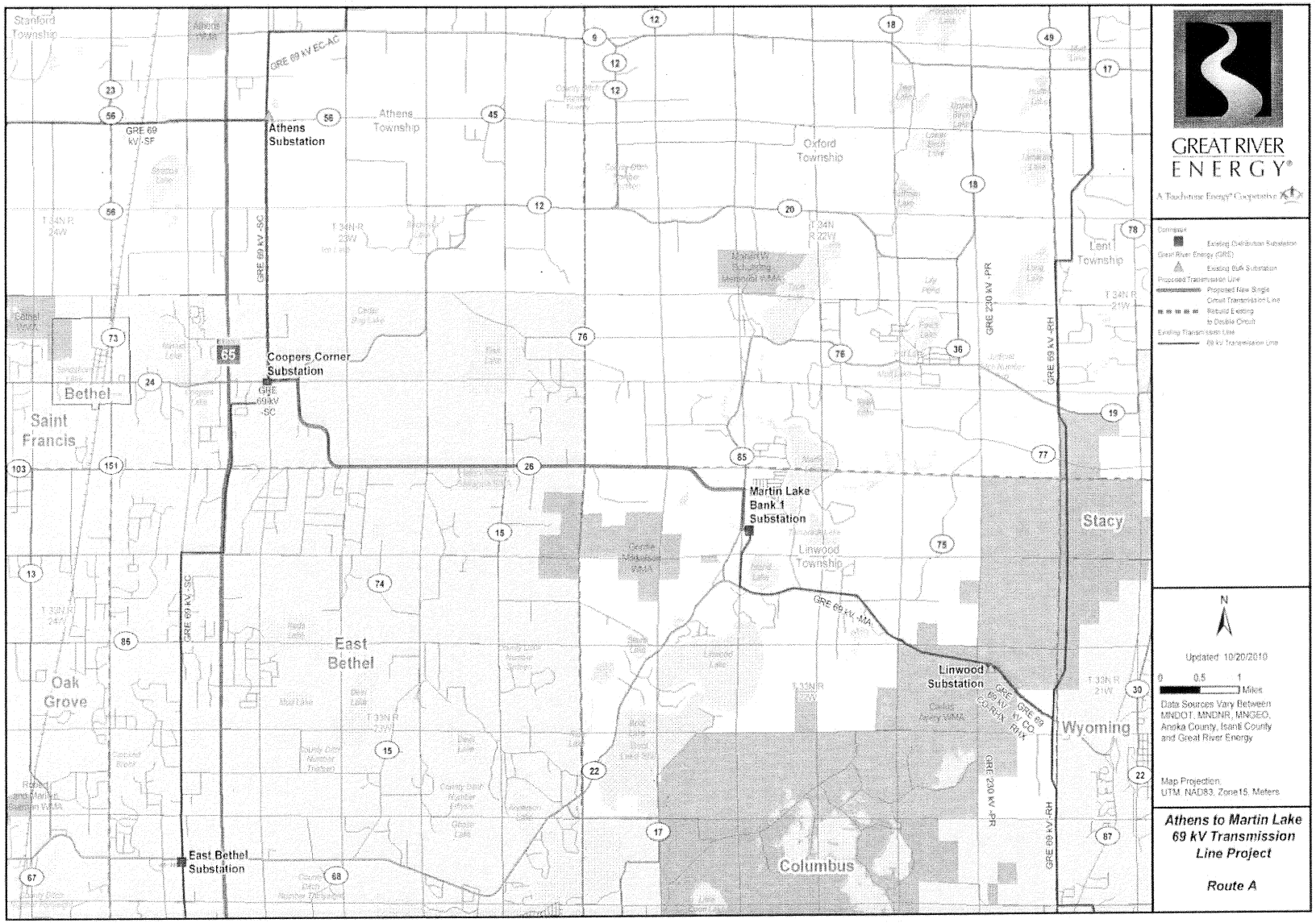
Great River Energy 69 kV Transmission Line Project

Route Conditional Use Permit Application

GREAT RIVER ENERGY®
A Touchstone Energy® Cooperative

Attachment #2

Route A


Stanford Township
Athens Township
Oxford Township
Lent Township
Linwood Township
Bethel
Saint Francis
Oak Grove
East Bethel
Stacy
Wyoming
Columbus
Athens Substation
Coopers Corner Substation
Martin Lake Bank 1 Substation
Linwood Substation
East Bethel Substation
GRE 69 kV-SF
GRE 69 kV-EC-AC
GRE 69 kV-SC
GRE 69kV -SC
GRE 69 kV-MA
GRE 69 kV-RH
GRE 230 kV -PR
GREAT RIVER ENERGY
A Touchstone Energy® Cooperative
Existing Distribution Substation
Existing Bulk Substation
Proposed New Single Circuit Transmission Line
Rebuild Existing to Double Circuit
69 kV Transmission Line
N
Updated 10/20/2010
0 0.5 1 Miles
Data Sources Vary Between MNDOT, MNDNR, MNGEO, Anoka County, Isanti County and Great River Energy
Map Projection: UTM, NAD83, Zone15, Meters
Athens to Martin Lake 69 kV Transmission Line Project
Route A

GREAT RIVER ENERGY®
A Touchstone Energy® Cooperative

GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

Connexus

Existing Distribution Substation

Great River Energy (GRE)

Existing Bulk Substation

Existing Transmission Line

69kV AC Transmission Line

230kV AC Transmission Line

Proposed Transmission Line

69 kV AC Route

Anoka County Parcels

N

Updated: 2/28/2011

0 0.025 0.05 Miles

Data Sources Vary Between MNDOT, MNDNR, MNGEO, Anoka County, and Great River Energy 2010 Aerial Photos from MNGEO.

Map Projection: UTM, NAD83, Zone15, Meters

Athens to Martin Lake 69 kV Transmission Line Project

East Bethel Map 2

GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

GREAT RIVER ENERGY®
A Touchstone Energy® Cooperative

Connexus
Existing Distribution Substation
Great River Energy (GRE)
Existing Bulk Substation
Existing Transmission Line
69kV AC Transmission Line
230kV AC Transmission Line
Proposed Transmission Line
69 kV AC Route
Anoka County Parcels

N

Updated: 2/28/2011

0 0.025 0.05 Miles

Data Sources Vary Between MNDOT, MNDNR, MNGEO, Anoka County, and Great River Energy
2010 Aerial Photos from MNGEO.

Map Projection:
UTM, NAD83, Zone15, Meters

Athens to Martin Lake 69 kV Transmission Line Project

East Bethel Map 3

GREAT RIVER ENERGY®
A Touchstone Energy® Cooperative

GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

Connexus

Existing Distribution Substation

Great River Energy (GRE)

Existing Bulk Substation

Existing Transmission Line

69kV AC Transmission Line

230kV AC Transmission Line

Proposed Transmission Line

69 kV AC Route

Anoka County Parcels

N

Updated: 2/28/2011

0 0.025 0.05 Miles

Data Sources Vary Between MNDOT, MNDNR, MNGEO, Anoka County, and Great River Energy
2010 Aerial Photos from MNGEO.

Map Projection:
UTM, NAD83, Zone15, Meters

Athens to Martin Lake 69 kV Transmission Line Project

East Bethel Map 4

GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

GREAT RIVER ENERGY®
A Touchstone Energy® Cooperative

Connexus
Existing Distribution Substation
Great River Energy (GRE)
Existing Bulk Substation
Existing Transmission Line
69kV AC Transmission Line
230kV AC Transmission Line
Proposed Transmission Line
69 kV AC Route
Anoka County Parcels

N

Updated: 2/28/2011

0 0.025 0.05 Miles

Data Sources Vary Between MNDOT, MNDNR, MNGEO, Anoka County, and Great River Energy
2010 Aerial Photos from MNGEO.

Map Projection:
UTM, NAD83, Zone15, Meters

Athens to Martin Lake 69 kV Transmission Line Project

East Bethel Map 5

GREAT RIVER ENERGY®
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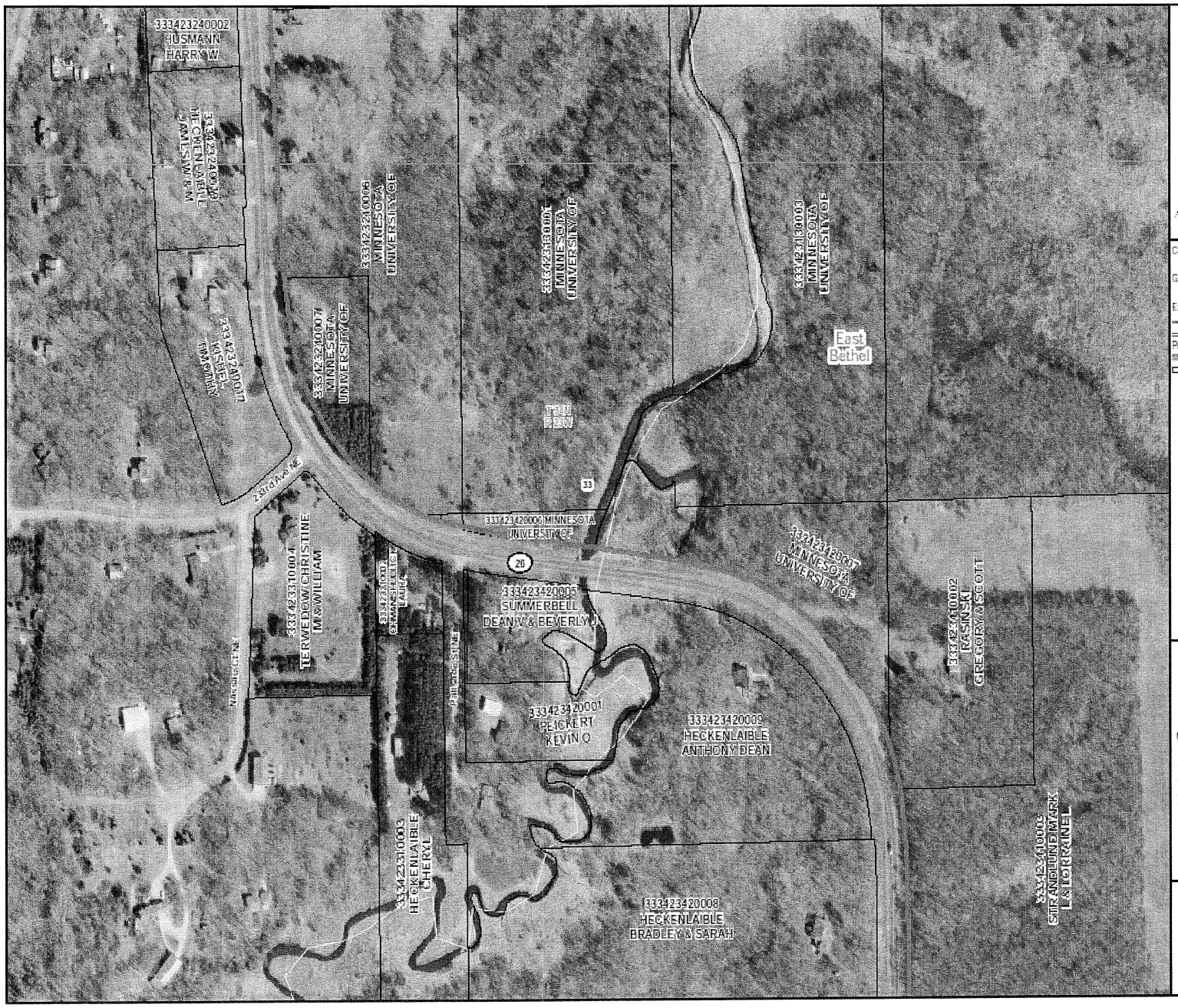

GREAT RIVER ENERGY®
A Touchstone Energy® Cooperative

Connexus
Existing Distribution Substation
Great River Energy (GRE)
Existing Bulk Substation
Existing Transmission Line
69kV AC Transmission Line
230kV AC Transmission Line
Proposed Transmission Line
69 kV AC Route
Anoka County Parcels

N

Updated: 2/28/2011

0 0.025 0.05 Miles

Data Sources Vary Between
MNDOT, MNDNR, MNGEO,
Anoka County, and
Great River Energy
2010 Aerial Photos from MNGEO.

Map Projection:
UTM, NAD83, Zone15, Meters

Athens to Martin Lake 69 kV Transmission Line Project

East Bethel Map 6

GREAT RIVER ENERGY®
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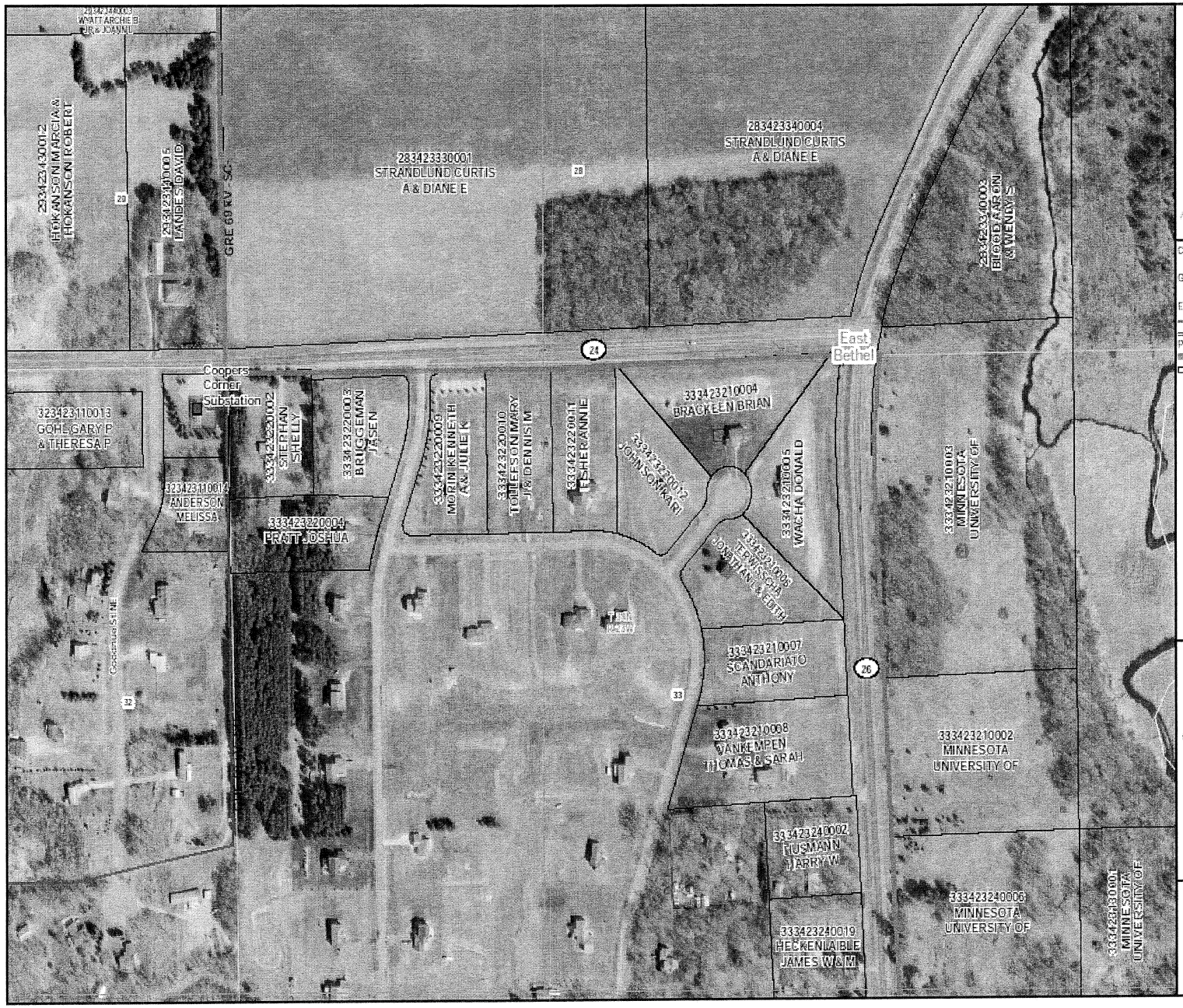

GREAT RIVER ENERGY®
A Touchstone Energy® Cooperative

GREAT RIVER ENERGY®
A Touchstone Energy® Cooperative

Compass
Existing Distribution Substation
Great River Energy (GRE)
Existing Bulk Substation
Existing Transmission Line
69kV AC Transmission Line
230kV AC Transmission Line
Proposed Transmission Line
69 kV AC Route
Anoka County Parcels

N

Updated: 2/28/2011

0 0.025 0.05 Miles

Data Sources Vary Between
MNDOT, MNDNR, MNGEO,
Anoka County, and
Great River Energy
2010 Aerial Photos from MNGEO.

Map Projection:
UTM, NAD83, Zone15, Meters

Athens to Martin Lake 69 kV Transmission Line Project

East Bethel Map 8

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Connexus
Existing Distribution Substation
Great River Energy (GRE)
Existing Bulk Substation
Existing Transmission Line
69kV AC Transmission Line
230kV AC Transmission Line
Proposed Transmission Line
69 kV AC Route
Anoka County Parcels

N

Updated: 2/28/2011

0 0.025 0.05 Miles

Data Sources Vary Between
MNDOT, MNDNR, MNGEO,
Anoka County, and
Great River Energy
2010 Aerial Photos from MNGEO.

Map Projection:
UTM, NAD83, Zone 15, Meters

Athens to Martin Lake 69 kV Transmission Line Project

East Bethel Map 9

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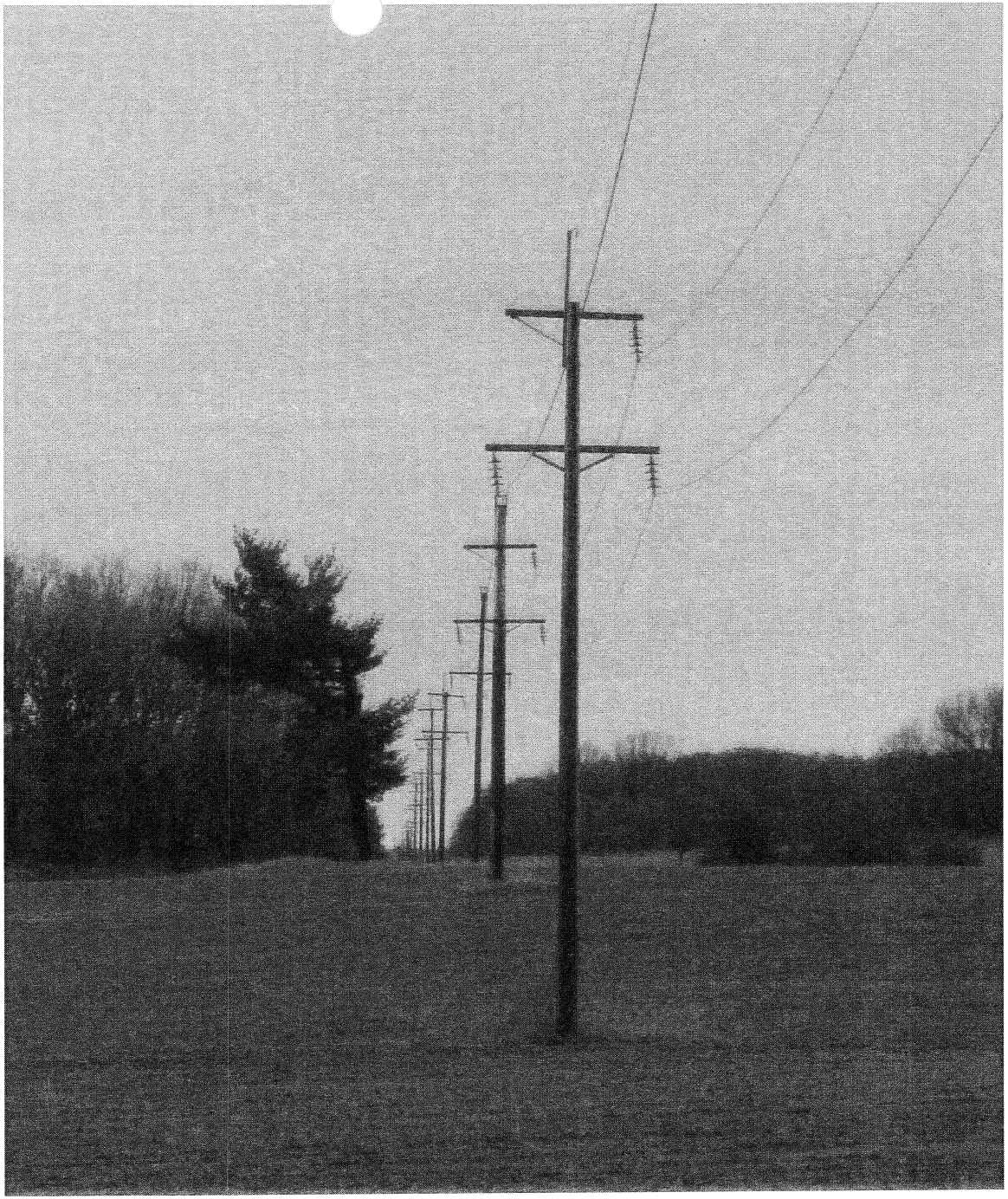
Summary of Route A Features

- Route length 10.4 miles - shortest viable route
- New transmission line to build – 7.4 miles (4.8 miles in East Bethel)
- Use three miles of existing transmission line corridor (one mile in East Bethel)
- Fewer easements – single landowner (Cedar Creek Reserve) for much of new route
- Lowest impact to historical and cultural resources
- Moderate impact to sensitive plants and high, but temporary impact to animal populations in the area
- Lower number of wetlands and public waters involved on new transmission line ROW
- Desirable soil conditions
- County Highway – wider cleared ROW entire route
- Two pinch points
- Fewer turns and angles than other routes
- Savings to Connexus - rebuild distribution line
- Existing distribution corridor along most of route
- Lowest construction cost ~ $3,677,700.00)

Existing Great River Energy SC 69 kV transmission line - three miles from Athens Substation to Coopers Corner Substation



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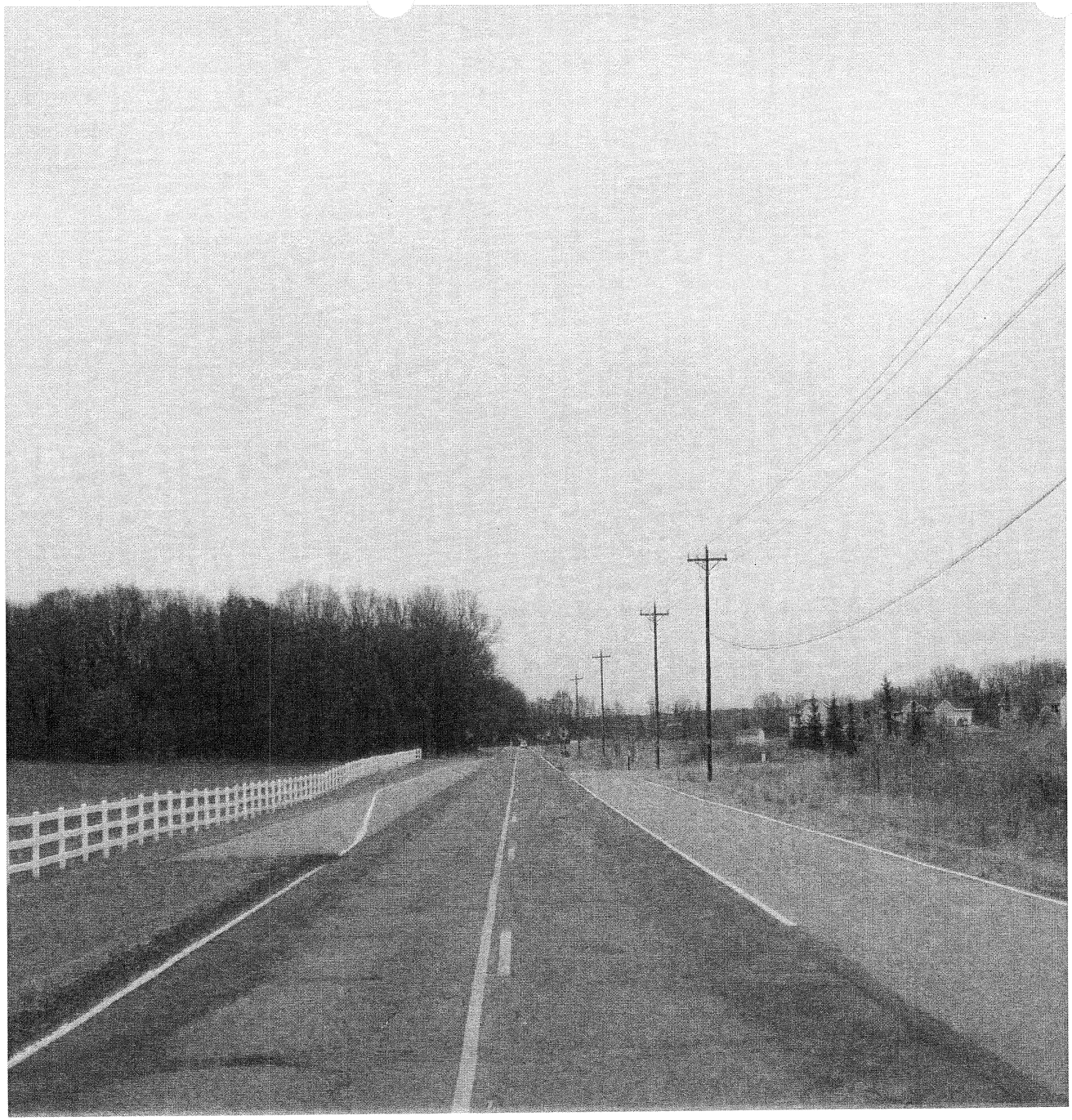
Existing Connexus Energy distribution line from Coopers Corner along CSAH 24



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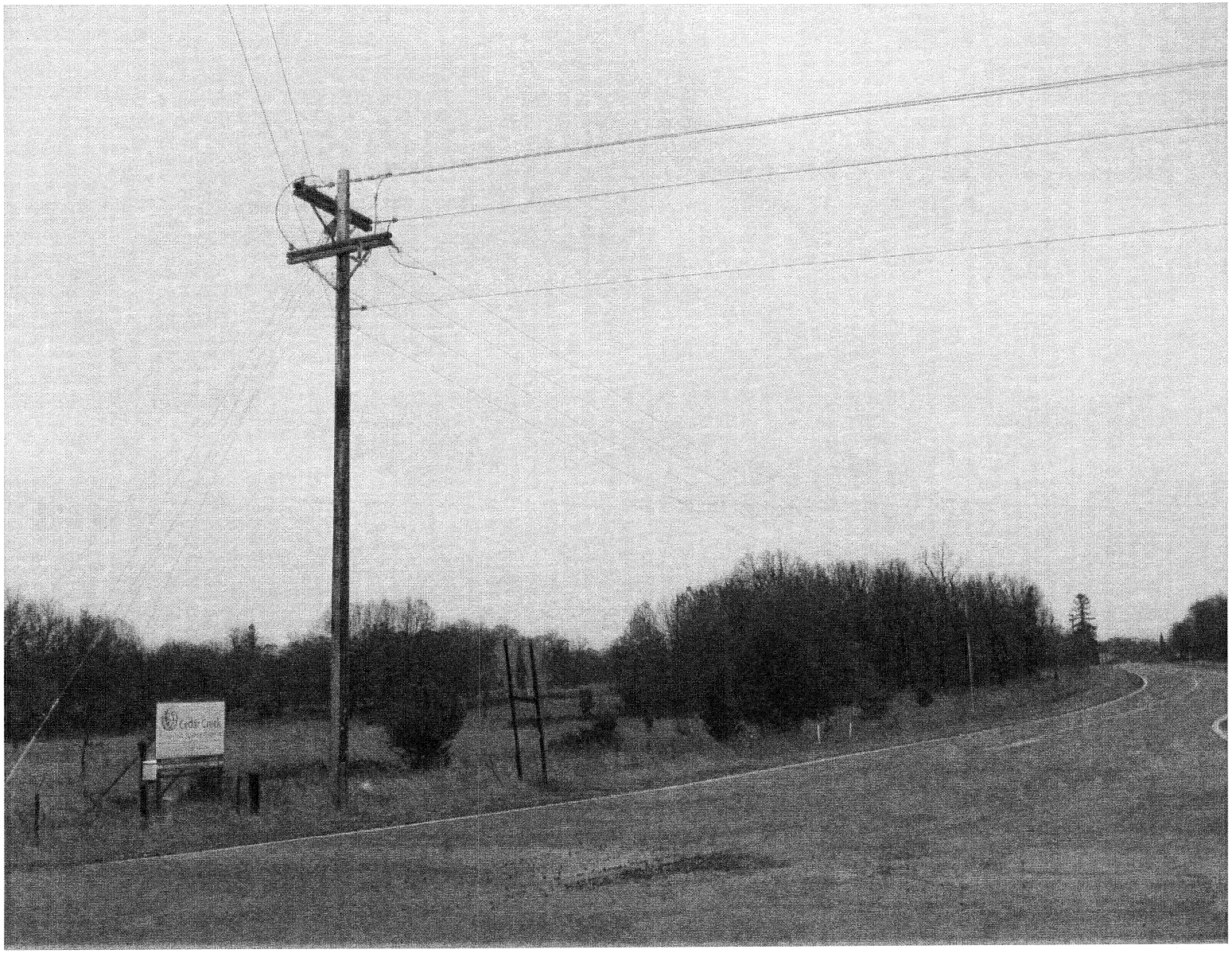

Facing east of Gopher Drive – at 237th Avenue

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Cedar Creek along CSAH 26

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Underground utilities currently in creek area

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West end of Cedar Creek Reserve – primarily wooded

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Moving east, land opens to oak savanna

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CSAH 26 – wide shoulders cleared, trees back from road ROW

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Typo Creek Drive – south of CSAH 26

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Route A

Public/Social Considerations

➢*Homes*

- 0 homes within 100 feet of anticipated transmission centerline.
- 43 homes within 200 feet of anticipated transmission centerline.
- 84 homes within 300 feet of anticipated transmission centerline.

➢*Public Facilities, Parks, Trails*

- This route does not cross parkland.
- According to the East Bethel Comprehensive Trails and Open Space Concept Plan, a bituminous surface trail is proposed for the southern edge of the Cedar Creek Ecosystem Science Reserve ("Cedar Creek Reserve").

➢ *Tree/vegetation removal*

• The existing three-mile transmission corridor is maintained and minimal additional clearing would be required. Within the remaining 7.4 miles of the route, approximately 14 acres of trees/vegetation would need to be cleared.

➢ *Historic/Archaeological Sites*

• Two historic sites within ½ mile of the route (AN-LIN-001 and AN-LIN-004, both close to the Martin Lake Substation).

• No archaeological sites within ½ mile of Route A.

Environmental/Cultural Considerations

- Identification of avoidance areas – The University of Minnesota Cedar Creek property is an area of ecological significance. The Allison Savanna Scientific Natural Area and the Linwood School Forest are also along the route. This route has the lowest percentage of forested wetlands of all routes (0.11 % or 0.1 acres).

- Agricultural operations – this route should not affect agricultural operations.

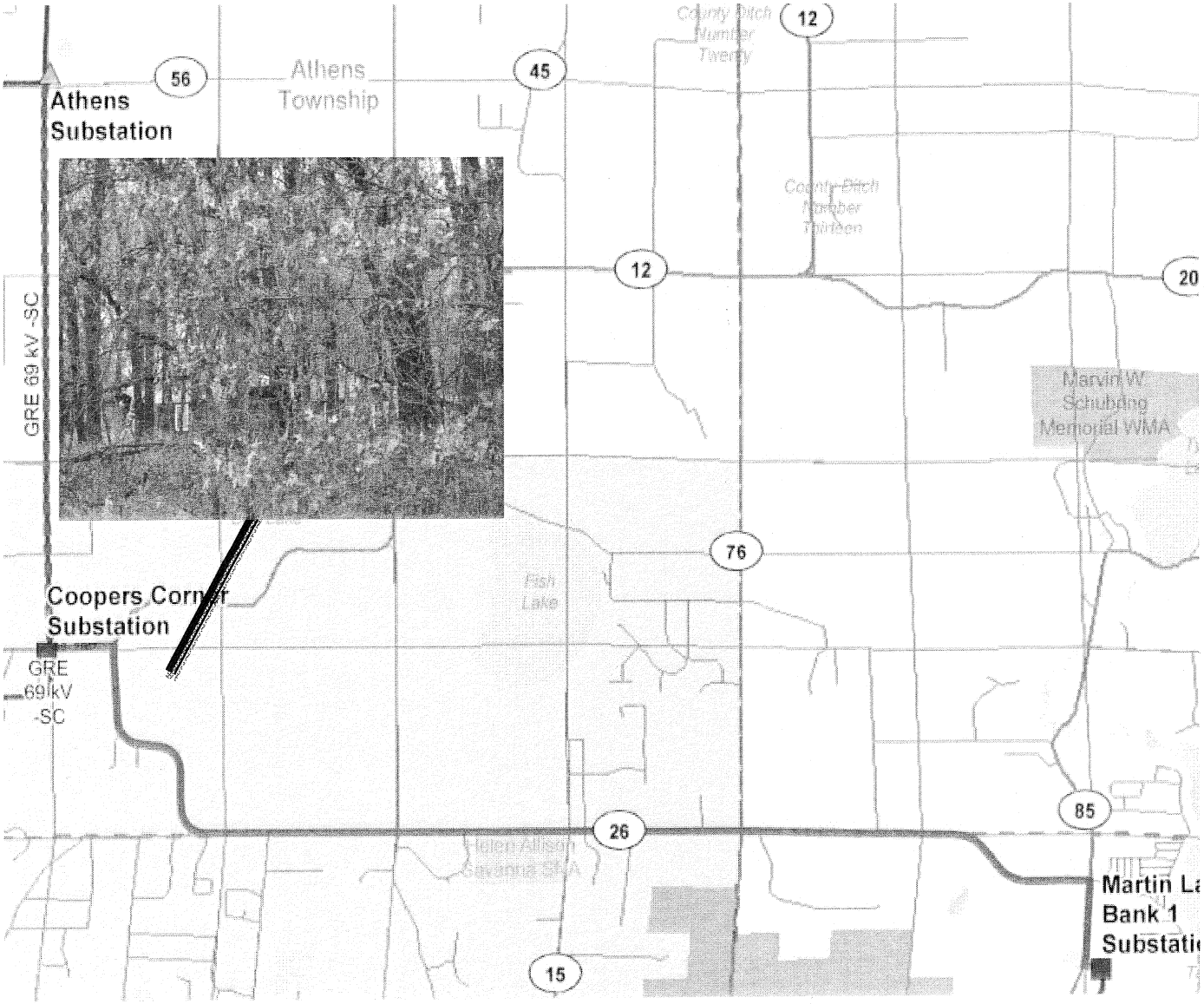
- Impact to existing utilities – There are no negative impacts to existing utilities. The distribution line along the route will be upgraded (3.3 miles). This route affects the fewest miles of distribution line.

Engineering/Construction Considerations

➢ *Route Distance*

- 10.4 miles total length
- 7.4 miles new transmission line/new easements for estimated total of 34.8 acres
- 3.0 miles existing SC 69 kV transmission line corridor – very few to no new easements required

Private home across from Cedar Creek Reserve



Private home surrounded by Cedar Creek Reserve

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Pinch point – CSAH 26 and Durant Street

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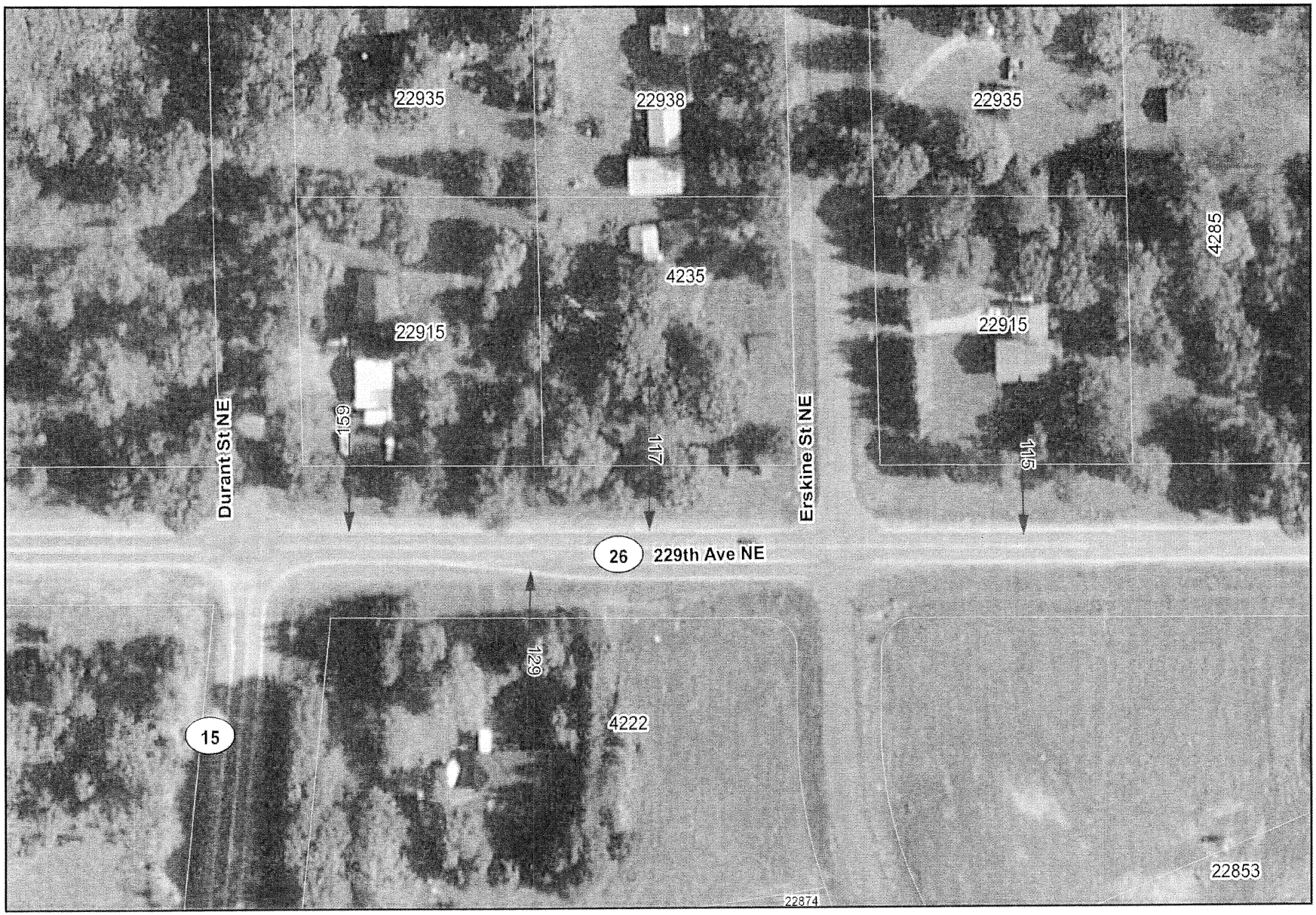

Pinch point – CSAH 26 and Durant Street

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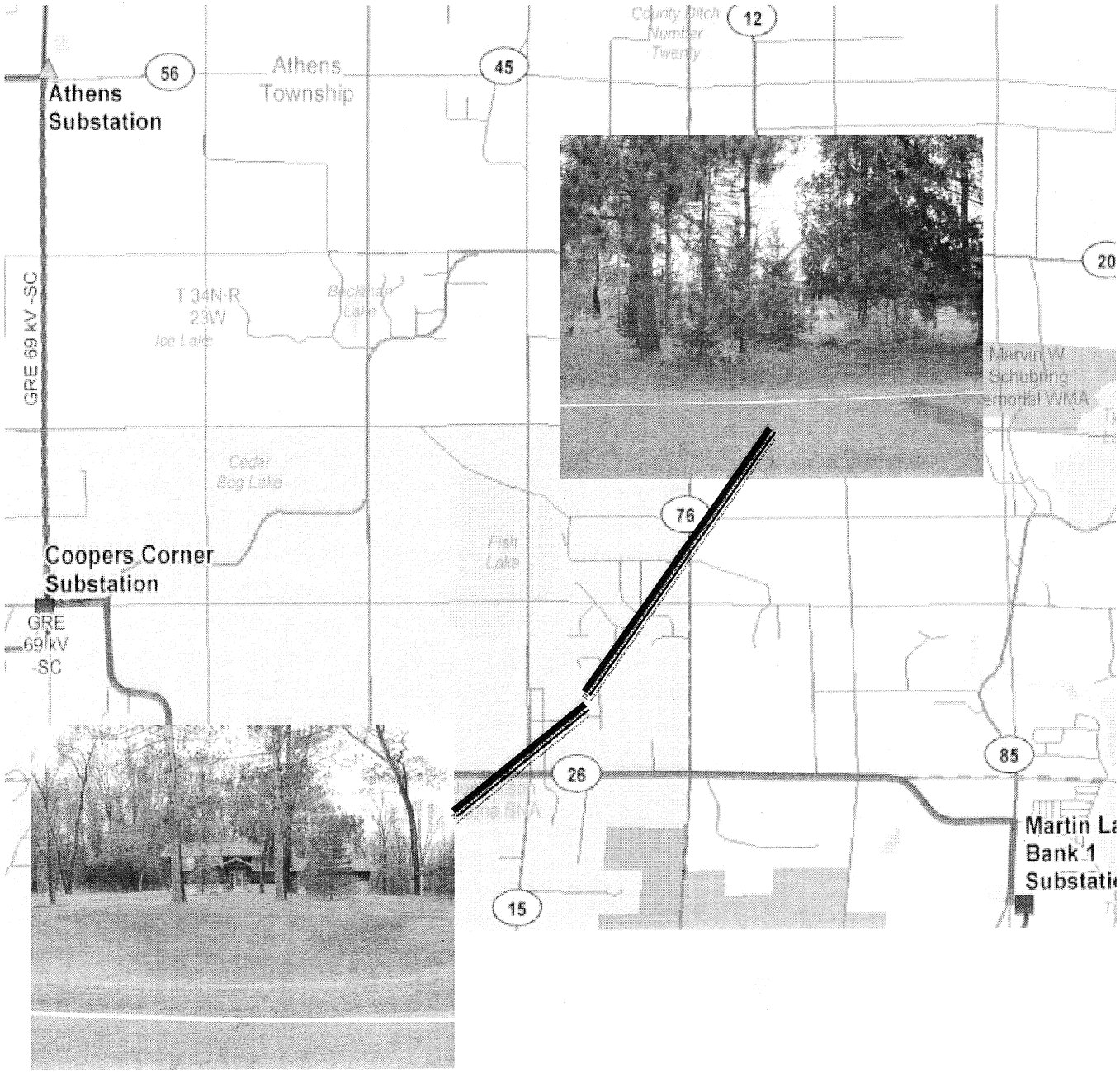

Pinch point – CSAH 26 and Jewel Street

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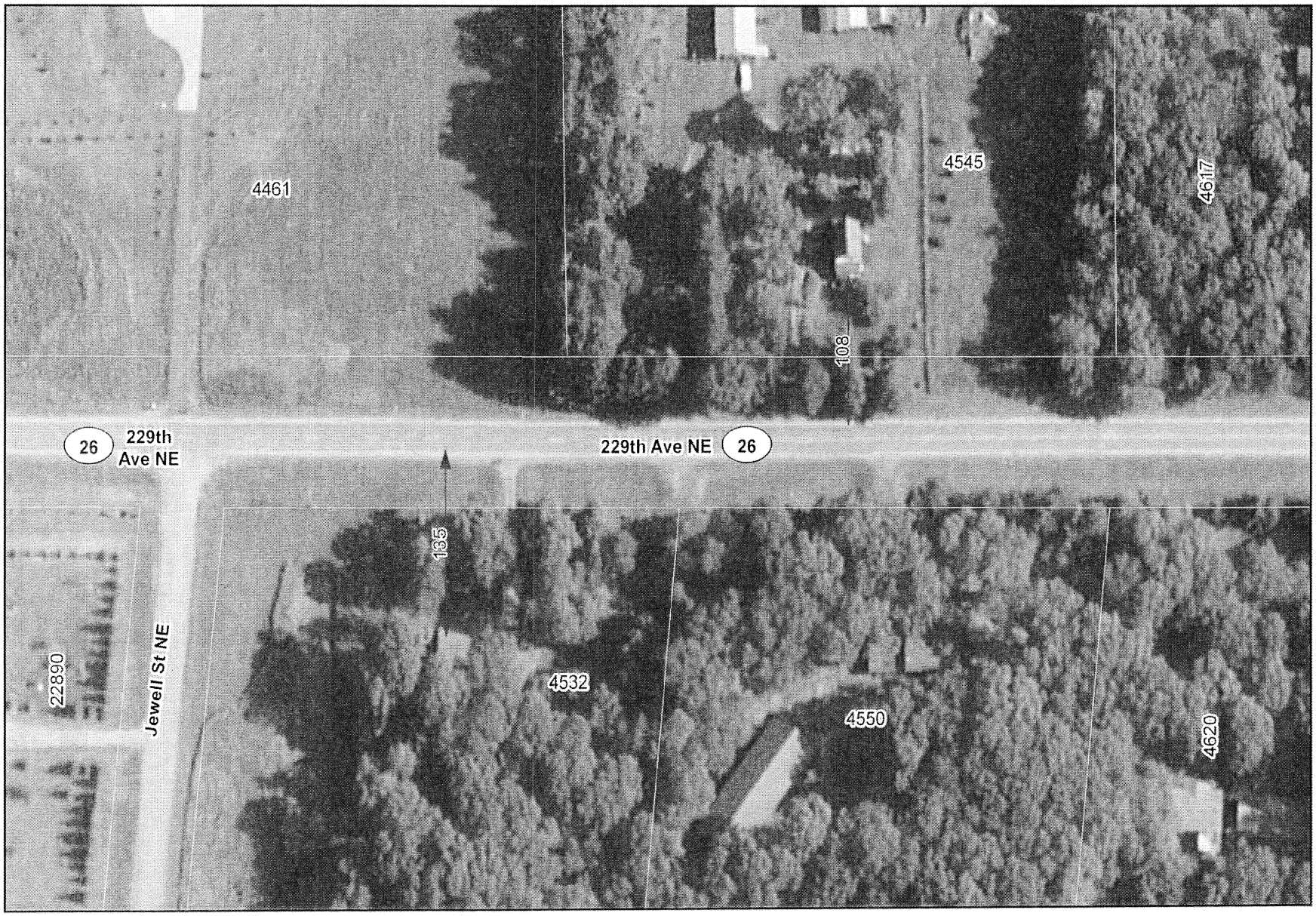

Pinch point – CSAH 26 and Jewel Street

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Example of Proposed Line with Distribution Underbuild

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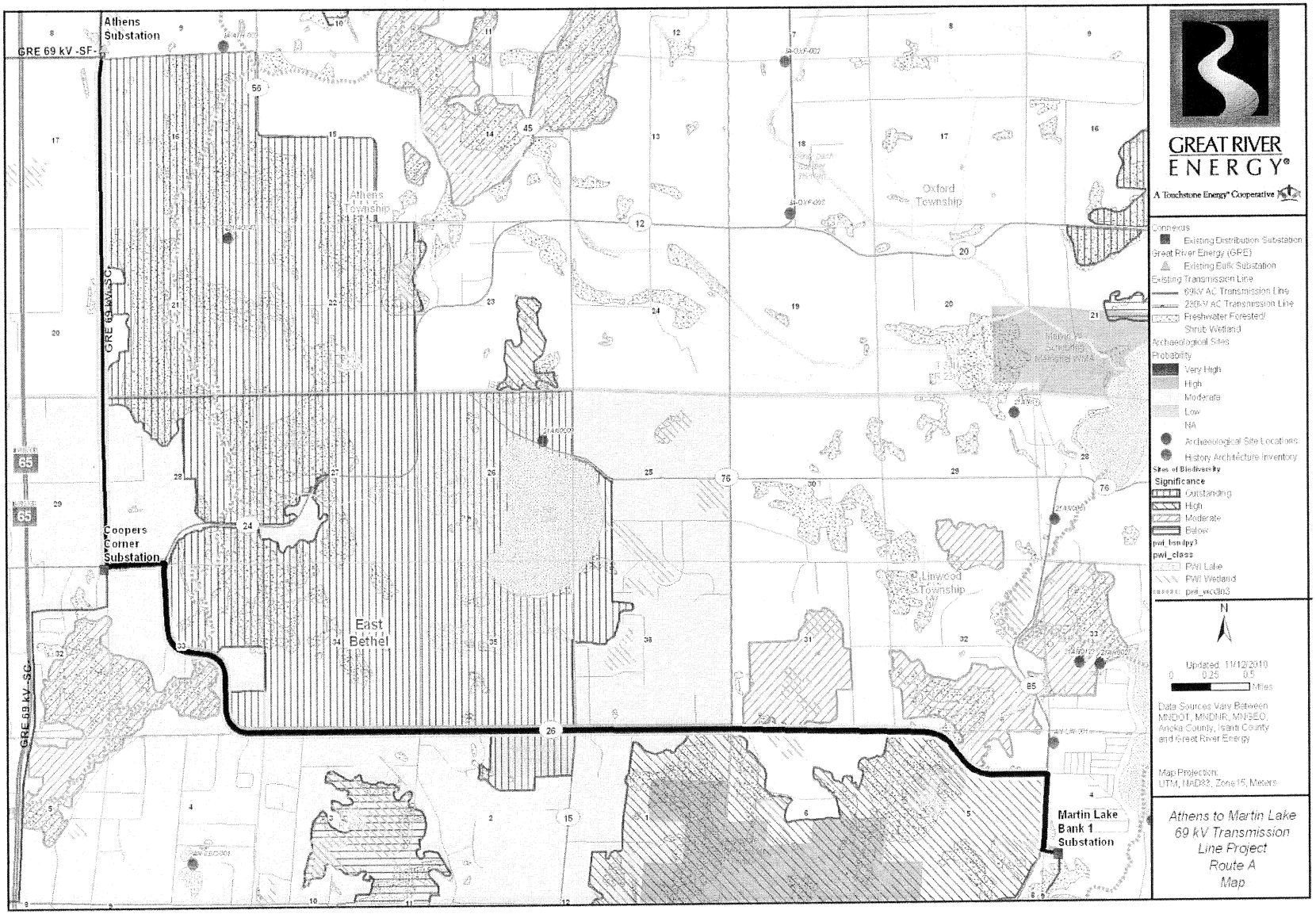
•*Structure Size*

Structures are designed to meet ground clearances as defined by the NESC. Great River Energy also adds additional feet to this clearance to account for hard packed snow and to anticipate any future environmental changes that may naturally occur. The standard clearance for a 69 kV transmission line is 23.5 feet. This clearance, along with the standard phase to phase (wire to wire) clearance as defined by the NESC, dictates the minimum structure height. Also, Longer spans (distance between poles) can cause larger sag in the conductors and affect the height of the pole.The addition of distribution underbuild on the poles under the phase wires adds to spacing requirements and adds to the pole height. The anticipated pole height for this route is 60 feet to 75 feet above ground level for structures that carry just the 69 kV phases and 70 feet to 80 feet above ground level for structures that have the distribution phases underbuilt under our 69 kV phases.

•*Span Lengths*

As stated above, span length directly impacts the structure size. On this route, structures that have distribution underbuild on the pole will have a maximum span length of 300 feet. To reduce the number of poles, the spans are designed to be between 250 feet and 300 feet. Terrain may dictate a shorter span length in some areas. For structures with the 69 kV transmission phases only, spans can be longer, but are usually limited to around 400 feet due to the strength of the insulators that are supporting the conductor at the poles. In extreme cases, the terrain or an environmental permit may dictate a longer span, such as a water crossing. In those instances, an H-Frame or two-pole structure would need to be utilized to span 700 feet to 1000 feet. There is a potential for one of these spans on the proposed Route as it crosses Cedar Creek.

Route A - Environmental



Species Listed in the Area of the Route

Red Shouldered Hawk - DNR has guidelines on when to do construction and precautions to take. The design of the structures and conductor spacing would keep raptors from electrocution.

Sandhill Crane - USFWS has guidelines on when to do construction and precautions to take. Bird diverters may be required in flyways.

Blanding Turtle, Gopher Snake, Jumping Spider, Leonards Skipper and Karner Blue - DNR has guidelines on when to do construction and precautions to take. Wherever possible construction would happen during the species dormant season

Oak Savanna, Dry Barrens Prairie, Wet Prairie, Walter's Barnyard Grass, Violets, Wild Indigo and all other rare native plant communities - Most of the plant communities would not be located in the transmission easement. In cases where they are DNR guidelines and mitigation would be followed. Spanning areas would also be a possibility for some species.

Agency Consultation for Project

•US Fish and Wildlife Service – consulted; no concerns noted. Rare species listing – Gray wolf.

•Minnesota Historical Society – not yet consulted. Will be consulted regarding excavation.

•US Army Corps of Engineers – not yet consulted but, will be consulted if the wetlands cannot be spanned or forested wetlands are involved.

•MnDOT – consulted, there are no airports in the area of Route A.

•DNR – consulted on the general concerns of the area.

•Cedar Creek Ecosystem Science Reserve, University of Minnesota - Have consulted with Jeffrey Corney, Ph.D.

• Anoka County and Isanti County Highway Departments - Consulted regarding plans for future highway expansion/improvements.

To avoid harming sensitive plant and animal life winter construction will be used wherever possible. Power lines have been designed to prevent electrocution of birds of prey. DNR will be consulted regarding bird diverters.

Affect on VA/FHA Financing

VA Rules state:

- No part of any residential structure may be located within a high voltage electric transmission line *easement*.
- Any detached improvements even partially in a transmission line easement will not receive value for VA purposes.

FHA Rules state:

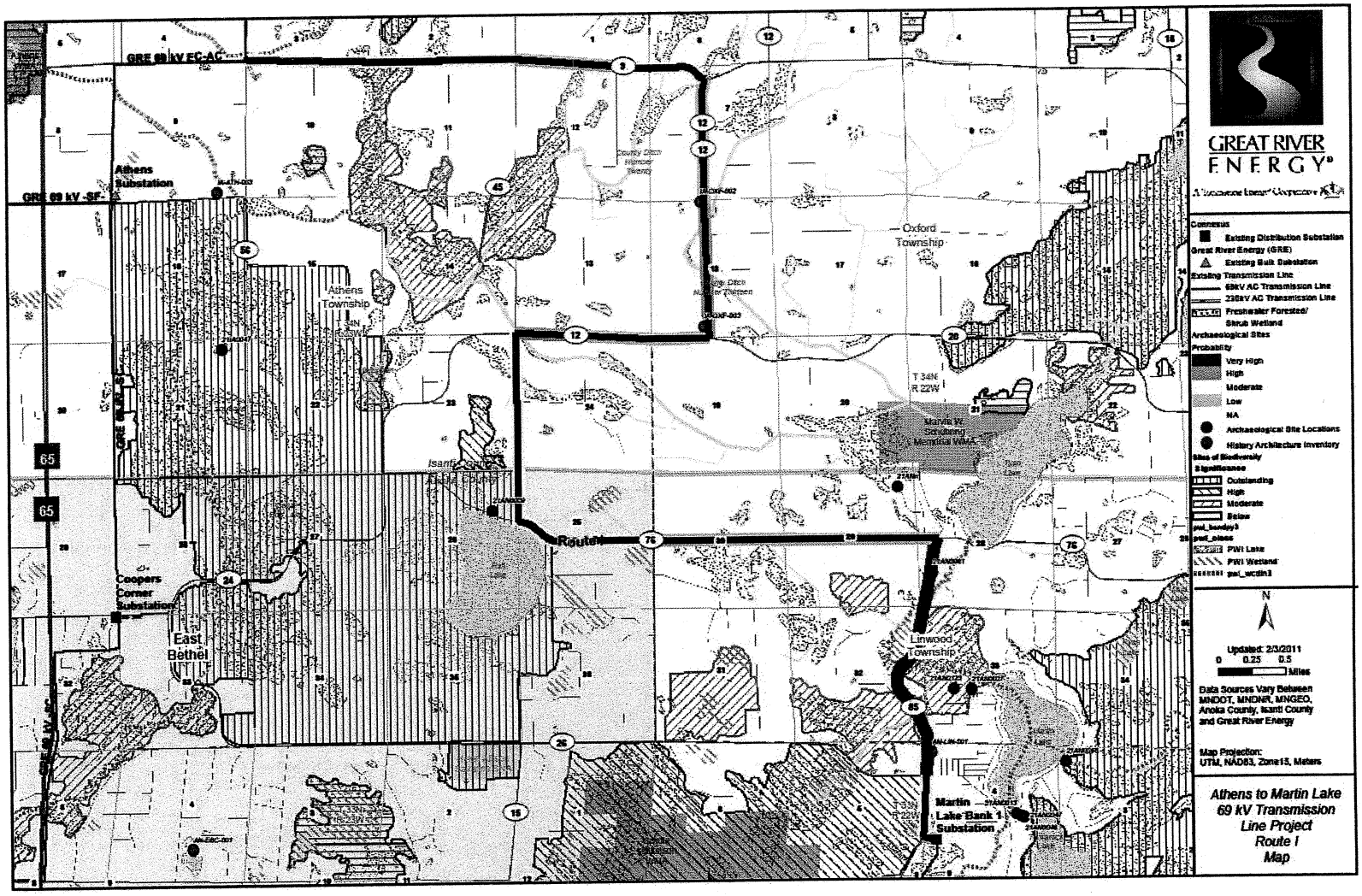
- No dwelling or related property improvement may be located within the *engineering (designed) fall distance* of any pole, tower or support structure of a high-voltage transmission line, ... For field analysis, the appraiser may use tower height as the fall distance.

Pursuant to the FHA Handbook 4150.2, Section 2-2(J):

1) If the dwelling or related property improvement is located within such an easement, the lender must obtain a letter from the owner or operator of the tower indicating that the dwelling and its related property improvements are not located within the tower's (engineered) fall distance in order to waive this requirement.

2) If the dwelling and related property improvements are located outside the easement, the property is considered eligible and no further action is necessary. The appraiser, however, is instructed to note and comment on the effect on marketability resulting from the proximity to such site hazards and nuisances.

Route I



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Attachment #3

Summary of Route I Features

- Route length 13.7 miles
- 13.7 miles new transmission line to build
- Approximately 63 acres of new easements required
- Tree clearing – approximately acres
- Line not directly on environmentally sensitive areas
- Very tight pinch point on CSAH 9 – approximately 55 feet from house
- Pinch points along CSAH 12, Fawn Lake Dr. & Typo Creek Drive
- More culturally sensitive areas = greater uncertainty
- No direct benefit to Connexus system
- Construction cost - $5,119,400.00

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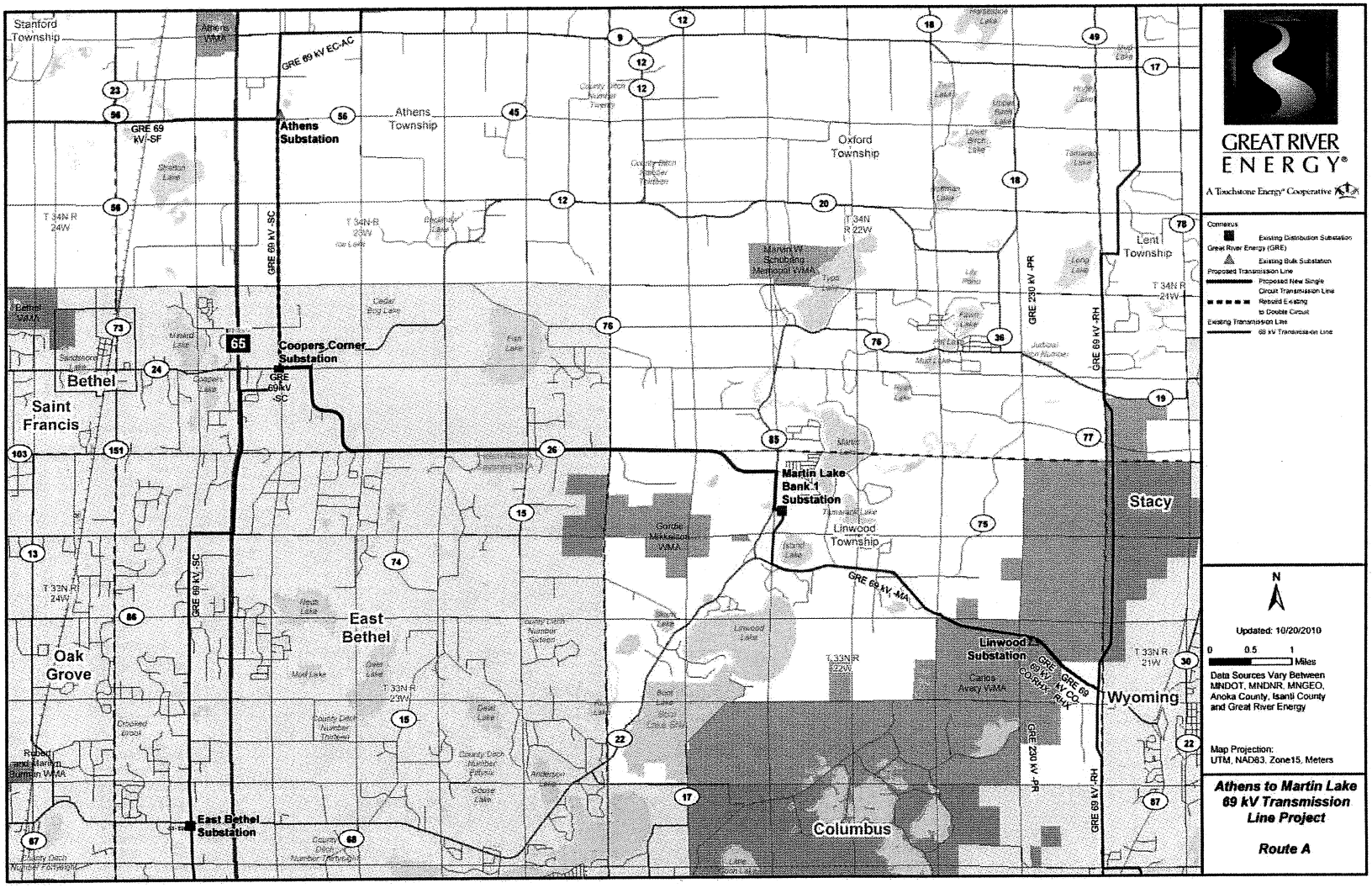
Route A



Attachment #4

Summary of Route A Features

- Route length 10.4 miles - shortest viable route
- Shortest length of new transmission line to build – 7.4 miles
- Use three miles of existing transmission line corridor
- Fewer easements – single landowner (Cedar Creek Reserve) for much of new route
- Lowest impact to historical and cultural resources
- Moderate impact to sensitive plants and high, but temporary impact to animal populations in the area
- Fewest number of wetlands and public waters involved on new transmission line ROW
- Second most desirable soil conditions
- County Highway – wider cleared ROW entire route
- Two pinch points
- Fewer turns and angles than other routes
- Savings to Connexus - rebuild distribution line
- Existing distribution corridor along most of route
- Lowest construction cost ≈ $3,677,700.00)

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EAST BETHEL PLANNING COMMISSION MEETING

February 22, 2011

The East Bethel Planning Commission met on February 22, 2011 at 7:00 P.M for their regular meeting at City Hall.

MEMBERS PRESENT:	Eldon Holmes	Lorraine Bonin	Glenn Terry
	Tim Landborg	Dale Voltin	Brian Mundle, Jr.
MEMBERS ABSENT:	Julie Moline		
ALSO PRESENT:	Stephanie Hanson, City Planner Steve Voss, City Council Member		

Adopt Agenda

Chairperson Terry called the February 22, 2011 meeting to order at 7:02 P.M.

Terry motioned to adopt the February 22, 2011 agenda. Landborg seconded; all in favor, motion carries.

Public Hearing: Interim Use Permit. A request by owner/applicant, Stephen L. Van Krevelen, to obtain an Interim Use Permit for a Home Occupation, that being a computer repair and IT support business. The location being 18333 Yancy St. NE, East Bethel, MN 55011, PIN 34 33 23 32 0015. The Zoning Classification Single Family Residential (R-1) District.

Property Owner/Applicant
Stephen Van Krevelen
18333 Yancy Street NE
East Bethel, MN 55092
Deer Path Farms, Lot 5, Block 4
PIN 34-33-23-32-0015

Hanson stated Mr. Van Krevelen is requesting an IUP for a home occupation to allow a home-based computer repair and IT support business known as Anoka Computer Center, LLC. The purpose of the business is to provide affordable personal computer repair, IT, and maintenance services to private parties and small businesses in the area. Mr. Van Krevelen has stated that the majority of the work will be completed off-site; however, some clients may visit the site.

Computer equipment and e-waste recycling will not be an offered service. The small amount of waste generated by hardware replacement parts will be recycled by Asset Recovery Corporation in St. Paul. According to Anoka County Environmental Services, a hazardous waste license is not required for this type of business.

Home occupations are a permitted use in the R1- Single Family Residential District as long as Mr. Van Krevelen 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.

Fiscal Impact:
Not Applicable

Attachment #5

Recommendations:
Staff requests Planning Commission recommend approval to City Council for an IUP for a home occupation known as Anoka Computer Center, LLC, located at 18333 Yancy Street NE, Deer Path Farm, Lot 5, Block 4, PIN 34-33-23-32-0015, with the following conditions:

1. Home Occupation shall meet the specific home occupation standards set forth in the City Code Appendix A Section 10-18:
   a. No more than three (3) persons, at least one (1) of whom shall reside within the principal dwelling, shall be employed by the Home Occupation.
   b. No traffic shall be generated by any home occupation in a significantly greater volume than would normally be expected from a single-family residence.
   c. Any sign associated with the home occupation shall be in compliance with the East Bethel City Code, Chapter 54. Signs. Home occupation signage must be no larger than two (2) square feet (City Code Chapter 54-4.3).
   d. The home occupation shall not generate hazardous waste unless a plan for off-site disposal of the waste is approved.
   e. A home occupation at a dwelling with an on-site sewage treatment system shall only generate normal domestic household waste unless a plan for off-site disposal of the waste is approved.
   f. The home occupation shall not constitute, create, or increase a nuisance to the criteria and standards established in this ordinance.
   g. There shall be no outdoor display or storage of goods, equipment, or materials for the home occupation.
   h. Parking needs generated by the home occupation shall be provided on-site.
   i. The area set aside for the home occupation in the principal structure shall not exceed 50 percent of the gross living area of the principal structure and the area set aside for the home occupation in the attached or detached accessory structures or garages shall not exceed total accessory structure space.
   j. No structural alterations or enlargements shall be made for the sole purpose of conducting the home occupation.
   k. There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, or any other nuisance resulting from the home occupation.
2. Violation of conditions and City Codes shall result in the revocation of the IUP.
3. All conditions must be met no later than April 16, 2011. An IUP Agreement shall be signed and executed no later than April 16, 2011. Failure to execute the IUP Agreement will result in the null and void of the IUP.

Public hearing opened at 7:10 p.m.

Question was asked as to how many cars would be visiting the location. Applicant stated about one or two. A second question was asked if the applicant owned a home business before, he said no, not on his own. Third question was if the services would be conducted in the house or in the garage? The applicant said they would be done in the house, but the majority of the work would be done at the customer's site.

Public hearing closed at 7:15 p.m.

Holmes motioned to recommend approval to City Council for an IUP for a home occupation known as Anoka Computer Center, LLC, located at 18333 Yancy Street NE, Deer Path Farm, Lot 5, Block 4, PIN 34-33-23-32-0015, with the following conditions:

1. **Home Occupation shall meet the specific home occupation standards set forth in the City Code Appendix A Section 10-18:**
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   e. **A home occupation at a dwelling with an on-site sewage treatment system shall only generate normal domestic household waste unless a plan for off-site disposal of the waste is approved.**
   f. **The home occupation shall not constitute, create, or increase a nuisance to the criteria and standards established in this ordinance.**
   g. **There shall be no outdoor display or storage of goods, equipment, or materials for the home occupation.**
   h. **Parking needs generated by the home occupation shall be provided on-site.**
   i. **The area set aside for the home occupation in the principal structure shall not exceed 50 percent of the gross living area of the principal structure and the area set aside for the home occupation in the attached or detached accessory structures or garages shall not exceed total accessory structure space.**
   j. **No structural alterations or enlargements shall be made for the sole purpose of conducting the home occupation.**
   k. **There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, or any other nuisance resulting from the home occupation.**
2. **Violation of conditions and City Codes shall result in the revocation of the IUP.**
3. **All conditions must be met no later than April 16, 2011. An IUP Agreement shall be signed and executed no later than April 16, 2011. Failure to execute the IUP Agreement will result in the null and void of the IUP.**

Terry seconded; motion carries unanimously.

This will be heard at the 3/16/2011 City Council meeting.

Great River Energy Proposed 69kV Transmission Line Project, GRE Presentation. Discussion of work group's recommendation of transmission line location. Make recommendation to Great River Energy of line location.

There were technical difficulties so GRE was not able to show their presentation on PowerPoint, but each Commission member does have the presentation book.

Hanson stated according to Great River Energy, the purpose of the project is to ensure the electric system meets the needs of growing areas including East Bethel, Linwood Township, Athens Township, Cambridge, Stanford Township, St. Francis and others, while also balancing the need to be fiscally responsible. Due to growth in East Bethel and surrounding areas, the region is at risk for interruption of electrical service; therefore, GRE proposes to construct a transmission line to address system deficiencies and proactively ensure the homes and businesses in these communities continue to receive reliable, quality electric service.

Ordinance 15, Second Series (adopted by City Council on January 6, 2010), establishes the requirements and criteria for conditional use permits for transmission lines in the City of East Bethel. The ordinance is attached for your review.

According to the ordinance, Phase 1 includes a work group process in which the work group will conduct an analysis of the proposed routes and present its report to the city's Planning Commission. The work group was established by City Council in September 2010 and has been holding work group meetings with GRE representatives since then.

According to the code, the *"work group will conduct an analysis of the alternatives and present its report to the city's Planning Commission. The city's Planning Commission, based on the work groups' submittals and applicant presentation, will narrow the alternatives for the siting of the transmission line or facility. Following the Phase 1 process, the applicant may submit an application for a conditional use permit."* On Monday, February 7, 2011, the work group made a recommendation to the Planning Commission for a transmission line location. GRE will be submitting a land use request for a CUP, as required by Ordinance 15, Second Series. The public hearing is tentatively scheduled for the March 22, 2011 Planning Commission meeting and will be considered by City Council on April 6, 2011.

After much discussion, the work group made a suggestion of a route that was not originally presented. It is recommending the location for the transmission line known as Route I (attachment 2). The work group made this recommendation by taking into consideration the minimal impacts to existing ecological areas, including Cedar Creek Natural History Area and the fewer turns and angles of the other routes. The majority of the line would be in Athens Township and Linwood Township, with a small portion affecting the area on the northeast side of Fish Lake/Cedar Creek Natural History Area. This information was conveyed to GRE; they conducted an analysis of this proposed route which is part of Attachment 1.

GRE has a preference for Route A in which the analysis is part of Attachment 1. GRE prefers Route A because it is the shortest viable route, shortest length of new transmission lines to build, fewer easements to obtain, lowest construction costs, etc. GRE staff will discuss the route during the presentation.

On February 16, 2011, GRE presented the proposed project to the City Council. Planning Commission members were invited to attend the presentation. The purpose of the presentation was to educate council and commission members on the project to ensure this particular project continues to move forward in an efficient manner. The presentation included, but was not limited to, a brief overview of the project, site location analysis, and a feasibility analysis.

GRE will give a brief overview of the project at the Planning Commission meeting on February 22, 2011 for the members that were unable to attend the City Council presentation, and also to summarize route features and limitations for recommended Route I and GRE's preferred Route A.

Fiscal Impact:
None at this time

Recommendation:
Staff requests Planning Commission to make a recommendation of a route to Great River Energy of the siting of the 69kV Transmission Line.

GRE staff provided an overview of the project and instructed the Commission if they had questions to ask them as they come up.

Bonin asked what would he be presenting. GRE staff stated they would be presenting information on Route A and Route I. Route A is the preferred route for GRE.

Terry asked why Route I was recommended by the work group, but they do not know what the group's process was to derive at Route I. GRE said if they pursued Route I, they would have to go back to Athens to work that route out. The GRE staff stated members of the work group would be better to state why they wanted Route I. A question was asked as to why the work group recommended Route I. Holmes was on the work group, and he said that basically the U of M personnel said they would not want Route A because of the destruction of the U of M land, there are a lot of issues to resolve and this wasn't an easy decision to reach. Holmes stated Route I affects the least amount of people.

GRE said the University of Minnesota didn't say they didn't want the route there and he doesn't want to put words in their mouth, but like any property owner they don't want it on their land. They are the biggest landowners, they operate something that is pretty unique, and it is for scientific research purposes. GRE has always had the understanding, if they could get a Conditional User Permit from the City, that the U of M would work with them. They were okay with Route A, but the U of M did say if Route B was selected, they would fight them tooth and nail. So just to be clear, Route A is not off the list because the U of M said no to that route.

A question was asked if Route A is a route where there are currently running lines. GRE staff said yes, it is where a route currently is running distribution lines, but these would be transmission lines. Do you need more easement to do

these transmission lines? Yes, they do take a little more easements.

The University of Minnesota thinks they can work with GRE, per the GRE staff. GRE has a forester on staff. The U of M position is like anyone else, if it can be on anyone else's property, put it there. Hanson said that all along the U of M stated GRE needs to work with the City first and then the U of M will back it up.

Bonin asked if the trees would be removed. GRE stated there possibly could be clear cutting, but that is the forester's call. The forester would work very closely with the property owners.

GRE staff stated as soon as they found out the work group recommended Route I, he called and talked to the property owner, the University of Minnesota. As Hanson said, the U of M told him that they want GRE to work with the City, and work something out. He understands that nobody wants this on their property and wishes it could go somewhere else. He stated that they have constituents too; so he has to work with them, explain to them why they will be building something that will cost two million dollars more. That is why they are pursuing the best route and most cost effective route.

Terry asked if there were any other reasons why it shouldn't be Route A, other than environmental. GRE staff stated that the environmental impact was greatly considered. When they look at environmental, Route I would be good from an environmental standpoint, but to single out Route I and say it has less environmental impact may be incorrect. The reason a lot of environmental impacts were listed for Cedar Creek is because researchers are continually studying it so there is much more information on that area environmentally.

GRE staff said if the City would give a CUP to GRE for Route A, the U of M would work with GRE. He has asked the work group to clarify the position. Bonin said aside from the fact that it is a shorter route, she suspects that Route I goes through a great deal of rural area. GRE staff said you are correct it does. Isanti County Road 9 will be doubled in size in the next few years, so that puts GRE in a difficult position for this project. The easements would have to go close to the houses on each side.

Holmes asked what are the future plans? GRE staff said they won't need to do anything more along that route for 20 to 30 years. If they can't put this route in, or it becomes too difficult to put it in, they will have to look at the entire region to figure out what they can do. They may look at higher voltage lines at that point. Holmes said with the higher voltage you won't have to go to the cities. GRE staff said that was correct, they would go to the State and the State would notify the residents and the City. If GRE could have declared this a 115 route, they probably would have done it. It would be much easier for GRE to do that. We have all along maintained this is a 69K project, being that it is a best use of resources. Bonin asked what areas it would serve. The actual area this will benefit will go from Cambridge to Elk River to East Bethel. What it has to do with is accomplishing the goals of hooking up Athens substation and Martin substation. They are trying to minimize the amount of line they have to build and maintain. Holmes said this is actually a back-up route, correct? GRE said the power to the area right now; this is bringing things up to a level that would be

satisfactory. Back in 2007 we came to a point where if we had issues, there could be rolling blackouts. This is not an emergency, but it is bringing things up to speed. Holmes said this is a loop system. GRE said yes, that is correct.

Holmes said the other two members of the Committee should come up and talk about why they suggested Route I. Terry said if the other members have something to state, please come up and address the group.

Lou Cornicelli – He helped write the ordinance and was also on the work group. They put a lot of time into researching this. The U of M helped develop Route I. The group looked at the 14 alternatives that GRE proposed and they took that to heart. The group looked at the environmental impacts, the impacts on property owners, the effect of what the City was getting from this project and they dismissed Route A very quickly. It affected Cedar Creek and also the houses along that route were very close. Route I is all parts of the other routes combined. The group didn't capriciously or arbitrarily come up with Route I. Route I was voted unanimously by the group. Route A comes with the most cost to the residents and the U of M. Route I is the least cost/impact to the residents of the City.

Bonin asked why Route I has to jog south and then west. He stated that there is a wildlife management area and they preferred to miss that.

A commissioner commented, the City has been talking about putting a trail along that whole property, as far as we know, there have been verbal agreements to put the trail in. It would be a 12-15 foot trail along Cedar Creek. It would be about 4 miles of people's direct housing. But on that route you only have one landowner to deal with. We could recommend Route I, but that may not go through any easier.

GRE representative commented that the one issue they have is to try to avoid historical issues. Coming down Typo Creek, just north of there, there are historical and architectural issues that have been raised.

Terry said he utilizes all the places referenced in Route A. He thinks it makes the most sense to go with Route A.

Terry made a motion to recommend to City Council to use Route A for the siting of the 69kV Transmission Line. Voltin seconded; all in favor, motion carries 4-1, Holmes opposed.

A question was asked on what the savings would be on Route A? 1.5 to 2 million. GRE representative said they don't have design done yet, but this is a best estimate compared with other projects of similar scope. There should be a matrix that states the costs for each project.

This will come to Planning Commission March 22 for a Conditional Use Permit.

Approve January 25, 2011 Planning Commission Meeting Minutes	**Holmes motioned to approve the January 25, 2011 Planning Commission minutes as presented with above change. Voltin seconded; all in favor, motion carries.**
Adjourn	**Holmes made a motion to adjourn the meeting at 8:15 PM. Voltin seconded; all in favor, motion carries.**

Submitted by:

Jill Teetzel
Recording Secretary

Hakanson Anderson

Main Office:
3601 Thurston Avenue, Anoka, MN 55303
Phone: 763/427-5860 Fax: 763/427-0520
www.haa-inc.com

35 YEARS

March 16, 2011

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

RE: Great River Energy Transmission Line Project
Conditional Use Permit Application

Dear Stephanie:

Attached is the revised Conditional Use Permit Application review for the above referenced project. The following item was submitted for review:

1. Application for City of East Bethel Conditional Use Permit, dated March 2011, prepared by Great River Energy.

We have the following comments regarding the application:

1. Per Chapter 74, Article VI, Section 214(c)(7) of the City Code, the applicant shall provide a statement of ownership interest in the properties along the proposed alignment.

2. Per Chapter 74, Article VI, Section 214(c)(10) of the City Code, the applicant shall provide the necessary data to be incorporated into the City's Emergency Management Plan.

3. Per Chapter 74, Article VI, Section 214(i)(1) of the City Code, the applicant shall provide the description of any easements, as proposed, for the placement of the transmission line.

4. Per Chapter 74, Article VI, Section 214(j)(1) of the City Code, the applicant shall apply for site plan approval after receiving the Conditional Use Permit and before beginning construction. The applicant must have sufficient interest in the properties along the proposed alignment.

5. Per Chapter 74, Article VI, Section 214(j)(3) of the City Code, the applicant shall design the transmission line to minimize its visual impact.

6. Per Chapter 74, Article VI, Section 214(j)(4) of the City Code, the transmission line must not interfere with the use of public rights-of-way, including use for vehicular and pedestrian travel, snow storage, and lateral support.

Attachment #6

7. Per Chapter 74, Article VI, Section 214(j)(5) of the City Code, the applicant and any subsequent owner shall continually maintain the transmission line in good condition, securing poles and/or guy wires to the ground, and replacing poles that are in a deteriorated condition.

8. Per Section 4.9.A(8) of the Zoning Ordinance, the applicant shall provide soil boring information for the pole locations.

9. The application discusses a literature review that was conducted by Trefoil. The applicant shall submit a copy of this review to the City.

10. As discussed in the application, the applicant shall obtain a water crossing license from the Department of Natural Resources for crossing Cedar Creek.

11. As discussed in the application, the applicant shall work with the Department of Natural Resources and the United States Fish and Wildlife Service to determine if the transmission line shield wires shall be marked to reduce avian collisions.

12. If the project disturbs more than an acre of soil, the applicant shall obtain a NPDES Permit from the MPCA prior to construction.

13. The applicant shall meet the requirements of the Wetland Conservation Act if any wetlands will be impacted by the project.

If you have any questions regarding this review please call me at 763-427-5860.

Sincerely,
Hakanson Anderson

Craig J. Jochum, City Engineer

cc: Jack Davis, Public Works Manager
Mark Vierling, City Attorney
Peter Schaub, Applicant

GREAT RIVER
ENERGY®

12300 Elm Creek Boulevard • Maple Grove, Minnesota 55369-4718 • 763-445-5000 • Fax 763-445-5050 • www.GreatRiverEnergy.com

March 16, 2011

WO # 54101
Athens – Martin Lake

East Bethel Planning Commission
Attn: Stephanie Hanson, City Planner
2241 221st Avenue, NE
East Bethel, MN 55011

SUBJECT: Hakanson Anderson review of Great River Energy 69 kV Transmission Line Route Conditional Use Permit Application.

Dear Commissioners and Ms. Hanson:

Great River Energy received a copy of the March 16, 2011, letter from Hakanson Anderson regarding their review of Great River Energy's CUP application. All of the items raised in the letter are dependent upon either the completion of a final route design and/or the approval of the route permit. Because of the time, resources and costs involved, we do not design the actual transmission line until we have a specific route. Therefore, we cannot complete the requirements listed in the Hakanson letter until the Conditional Use Permit is approved and we have a final line design. However, I would like to clarify some of the issues raised in the letter. Specifically, I would like to address the following:

1. *"statement of ownership"* – In the CUP cover letter I explained that Great River Energy does not currently have any ownership interest in the properties along the proposed route but, would acquire easements if the route is approved. Additionally, we included aerial maps of the proposed route with property identification numbers and a list identifying current owners, which we recently obtained from the County. I believe this should satisfy a "statement of ownership interest." Of course, if the route CUP is approved we will provide the city with easement information.

2. *"necessary data [for the] City's Emergency Management Plan."* - I have talked to Fire Chief DuCharme about what this might entail. Chief DuCharme said that he will need the following: contact telephone numbers; information on what the line is carrying; any specific hazards related to the line; information on safe distances in case a line goes down. I assured Chief DuCharme that if we build the line, we will provide this information as well as "as-built" drawings and any other information he thinks the City might need in an emergency.

Attachment #7

Direct Dial (763) 445-5976 E-mail pschaub@grenergy.com Fax (763) 445-6776

3. *"transmission line must not interfere with public rights-of-way, ..."* - The transmission line will be built outside public rights-of-way and will not interfere with travel, snow storage or lateral support.

4. *"Trefoil literature review."* – The literature review was completed by Houston Engineering. We will forward a copy of the review to the City.

With respect to all other items listed within the letter, Great River Energy will provide the necessary response as the information becomes available.

If you require additional information or have any questions regarding this letter or our application, please contact me at your earliest convenience.

Sincerely,

GREAT RIVER ENERGY

Peter M. Schaub
Sr. Field Representative

Direct Dial (763) 445-5976 E-mail pschaub@grenergy.com Fax (763) 445-6776

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GRE Transmission Line Petition

We, the residents of East Bethel strongly oppose the construction of a transmission line along the route identified as "Route A". During 2010, the city of East Bethel commissioned a work group to evaluate transmission line routing options. The work group objectively and carefully considered all alternative routes provided by GRE. Those routes were evaluated on their merits using the criteria outlined by City Ordinance and worked in good faith that GRE was proposing viable alternatives. Ultimately, the work group unanimously recommended "Route I", which still connected the 2 substations but avoided sensitive environmental areas and the homes along CR-26, which are extremely close to the road. We strongly believe that "Route A" is not in the best interest of the city of East Bethel and will result in a range of negative attributes to the city and it's residents from the extensive visual impact to the 3 natural history areas along Route A which are valuable assets to the city and Linwood Township. We respectfully request the Planning Commission and City Council adopt the recommendations of the East Bethel Transmission Line Work Group and grant a Conditional Use Permit for "Route I".

NAME	ADDRESS	PHONE	EMAIL
[illegible]	2009 233rd Ave NE	763-413-3490	
Elaine Thies	2124 233rd Ave NE	763-434-6757	
Glen Thies	2124 233rd Ave NE	763-434-6757	
[illegible]	23365 London St NE	763 413 1426	
Michelle Hanson	23391 London St NE	763-323-8115	
Angel Lodevine	23429 London St NE	763-712-1824	
Sarah VanKempen	23535 London St NE	763431 7156	
Summer Scandariato	23567 London St NE	763-413-3346	
Anthony Scandariato	" " "	"	
[illegible]	23617 London CT NE	763-434-332[illegible]	
Glynnis + Mary Tollefson	1955 236th Ave NE	763-434-6142	
[illegible]	1913 236th Ave NE	612-298-9407	

Attachment #8

RECEIVED 3/14/11

GRE Transmission Line Petition

We, the residents of East Bethel strongly oppose the construction of a transmission line along the route identified as "Route A". During 2010, the city of East Bethel commissioned a work group to evaluate transmission line routing options. The work group objectively and carefully considered all alternative routes provided by GRE. Those routes were evaluated on their merits using the criteria outlined by City Ordinance and worked in good faith that GRE was proposing viable alternatives. Ultimately, the work group unanimously recommended "Route I", which still connected the 2 substations but avoided sensitive environmental areas and the homes along CR-26, which are extremely close to the road. We strongly believe that "Route A" is not in the best interest of the city of East Bethel and will result in a range of negative attributes to the city and it's residents from the extensive visual impact to the 3 natural history areas along Route A which are valuable assets to the city and Linwood Township. We respectfully request the Planning Commission and City Council adopt the recommendations of the East Bethel Transmission Line Work Group and grant a Conditional Use Permit for "Route I".

NAME	ADDRESS	PHONE	EMAIL
Emily Englund	3154 229th Ave N.E.	763-434-4878	
Mercer England	3154 229th Ave N.E.	763-434-4878	
Albert [illegible]	3328 229th Ave NE	763-434-5504	
Shelley Mann	3421 228th Ave NE	763-434-2714	
Kathy Larson	22740 Tippecanoe	763-434-1038	
David Nelson	22740 Tippecanoe	763-434-1038	
Dion Israelson	22776 Tippecanoe St	763-413-3364	
George Ramos	4225 229th Ave NE	651 462 5918	
Jamie LaCroix	22915 Erskine St. NE	651-462-3552	
James McLuiston	4222. 229th. NE	—	
Albert R Bailey	22890 Jewell St	651-462-5879	
Rosemary Bailey	22890 Jewell St N.E.	Bethel Mn 651-462-5879	

RECEIVED 3/14/11 Sal

GRE Transmission Line Petition

We, the residents of East Bethel strongly oppose the construction of a transmission line along the route identified as "Route A". During 2010, the city of East Bethel commissioned a work group to evaluate transmission line routing options. The work group objectively and carefully considered all alternative routes provided by GRE. Those routes were evaluated on their merits using the criteria outlined by City Ordinance and worked in good faith that GRE was proposing viable alternatives. Ultimately, the work group unanimously recommended "Route I", which still connected the 2 substations but avoided sensitive environmental areas and the homes along CR-26, which are extremely close to the road. We strongly believe that "Route A" is not in the best interest of the city of East Bethel and will result in a range of negative attributes to the city and it's residents from the extensive visual impact to the 3 natural history areas along Route A which are valuable assets to the city and Linwood Township. We respectfully request the Planning Commission and City Council adopt the recommendations of the East Bethel Transmission Line Work Group and grant a Conditional Use Permit for "Route I".

NAME	ADDRESS	PHONE	EMAIL
Selma L Wiegen	4912-229th Ave NE East Bethel	651-462-1381	rwin64@frontiernet.net
Marna Mason	4922-229th Ave NE E. Bethel	651-462-5808	mmason@outears.net
Richard E Mason	4922-229th Ave NE E. Bethel	651-462-5808	
Ron Cerny	4945 229th Av NE E Bethel	651-462-2821	
Sally Cerny	4945-229th Av. N.E. E Bethel	651-462-2821	
Chad Stepan	4840 229th	651-467-8787	
[illegible]	4840-229th AVE	651-462-8787	
Bonnie J. Seedorff	4715 229th Av. N.E.	651-462-5810	
Ernest Seedorff	4715 229th AVE. NE	651-462-5810	
Bonnie Bergen	4647. 229th Ave NE	651-462-5532	
Steven D Beckman	4650 229th Ave	651-462-8453	
Renee Beckman	4650 229th Ave	651 462 8453	
Shao Vue	4617 229th Av NE	(651) 462-1639	
[illegible]	4912-229th Ave NE	651-462-1381	rwin64@frontiernet.net

RECEIVED 3/14/11 SH

GRE Transmission Line Petition

We, the residents of East Bethel strongly oppose the construction of a transmission line along the route identified as "Route A". During 2010, the city of East Bethel commissioned a work group to evaluate transmission line routing options. The work group objectively and carefully considered all alternative routes provided by GRE. Those routes were evaluated on their merits using the criteria outlined by City Ordinance and worked in good faith that GRE was proposing viable alternatives. Ultimately, the work group unanimously recommended "Route I", which still connected the 2 substations but avoided sensitive environmental areas and the homes along CR-26, which are extremely close to the road. We strongly believe that "Route A" is not in the best interest of the city of East Bethel and will result in a range of negative attributes to the city and it's residents from the extensive visual impact to the 3 natural history areas along Route A which are valuable assets to the city and Linwood Township. We respectfully request the Planning Commission and City Council adopt the recommendations of the East Bethel Transmission Line Work Group and grant a Conditional Use Permit for "Route I".

NAME	ADDRESS	PHONE	EMAIL
Daniel O'Tracyde	22930 Packard st E. Bethel	651-462-3163	
[illegible]	22929 PACKARD st NE EAST BETHEL MN	H-651-462-1373 C-612-710-5706	
Keith E Rotto	22950 packard st ne Bethel M 55005	763-238-8434	
Delulu Richter	22950 Packard St NE Bethel 55005	763-238-8437	
Becky Carr	4251-229th Ave NE E Bethel, Mn 55005	651-462-1591	
CRAIG OLDENBURG	4353 229 TH E. BETHEL, MN 55005	763-434-3949	
Christ & Sharon Leslie	4340 229th Ave NE E Bethel MN 55005	763 229 3725	
Val Gehrke	22915 Durant St NE E. Bethel MN 55005	651-462-1854	
Denny Summerhell	23200 Gopher Dr E. Bethel, Mn 55005	763 434-2549	
Brad Heckenlaible	23124 Gopher Dr. NE E. Bethel, MN 55005	763 413-7908	
D O Kupis	23050 Gopher Dr. NE E. Bethel Mn 55005	612-328-0346	
Carol Criswell	2920 229th Ave. NE E. Bethel, MN		
Scott A. Stokely	2948-229TH Ave N.E. Bethel MN.		
Orlander Burman	3014—229th Ave NE Bethel		
Carla Kupsick	3118-229th Ave NE Bethel		

RECEIVED

GRE Transmission Line Petition

We, the residents of East Bethel strongly oppose the construction of a transmission line along the route identified as "Route A". During 2010, the city of East Bethel commissioned a work group to evaluate transmission line routing options. The work group objectively and carefully considered all alternative routes provided by GRE. Those routes were evaluated on their merits using the criteria outlined by City Ordinance and worked in good faith that GRE was proposing viable alternatives. Ultimately, the work group unanimously recommended "Route I", which still connected the 2 substations but avoided sensitive environmental areas and the homes along CR-26, which are extremely close to the road. We strongly believe that "Route A" is not in the best interest of the city of East Bethel and will result in a range of negative attributes to the city and its residents from the extensive visual impact to the 3 natural history areas along Route A which are valuable assets to the city and Linwood Township. We respectfully request the Planning Commission and City Council adopt the recommendations of the East Bethel Transmission Line Work Group and grant a Conditional Use Permit for "Route I".

NAME	ADDRESS	PHONE	EMAIL
Bud Flagstad	3200 229th Ave	763-434-5860	BSFlagstad@aol
Betty Flagstad	" " "	" " "	
Jordan Flagstad	4950 239th AVE NE	651-408-8621	
Rhonda Flagstad	" " "	" "	
Amy Anderson	23744 Sunset Rd NE		
Art H Anderson	" " "	651-462-5964	
[illegible]	22874 Erskin St NE	763-244-0904	
Kelly Ferguson	22853 Erskine St NE	763-234-0544	
Marci Boettcher	2816 229th Ave NE	763 413-7225	
Cheryl Thull	22813 Batan St NE	763-434-3207	
[illegible]	" "	"	
Ken Rott	2436 229th Ave	763-9570798	
Laura Ohman-Studlick	23254 Cypher Dr.		
Carolyn Criswell	2053 23rd Ave NE		

Ms. Stephanie Hanson
East Bethel City Planner
2241 221st Avenue NE
East Bethel, MN 55011

March 15, 2011

Dear Ms. Hanson:

I went through the information submitted to you yesterday by Mr. Pete Criswell and I just wanted to write a brief letter of concurrence with his information. Pete and I both served on the work group and I for one am thankful for the opportunity to assist the city. As you know, the committee put a lot of time and thought into developing the Route "I" recommendation. While we all may have used a slightly different criteria to arrive at the recommendation, given it was unanimous, I feel strongly it was the most appropriate recommendation for the city of East Bethel.

Certainly, none of us on the work group spent as much time analyzing the data as Pete. I think the information he has provided presents a compelling case that Route I is the most appropriate, especially considering the long-term ramifications. I realize he's submitted a lot of information to review; however, I would urge that the planning commission and city council take the time to review the documentation. Any recommendation the planning commission makes and city council ultimately adopts will affect East Bethel residents in perpetuity. I hope they can find the time to go through Pete's information and reflect on the sound recommendation of the work group, rather than the information provided by the company interested in placing the transmission line.

If you have any questions, please don't hesitate to contact me. Again, thank you for the opportunity to serve my community.

Regards,

Lou Cornicelli
4620 229th Ave NE
East Bethel, MN 55005

Attachment #9

Martin Lake-Athens Under-built 69 kV Transmission Line

The following 11 pictures demonstrate just how much an under-built 69 kV transmission line dominates the view along a road it's placed on. The pictures are all taken locally, some on Isanti County Road 8, west of Mau's Corner; some on Isanti Co. Rd. 56, west of Hwy 65; and some on Anoka Co. Rd. 22, east of Typo Creek Drive.

The next 6 pictures show views near the bridge over Cedar Creek on Gopher Drive and the School Forest Entrance.

Note: **this document has imbedded pictures and maps. If viewing this on a pc, depending on processor speed, it may take a few seconds for the imbedded picture to appear after the page is opened and scrolling stopped.**

Definition: An under-built transmission line has a distribution line running under the transmission line, on the same poles.

Pictures of under-built 69 kV transmission lines:

1. This is a picture of the Athens to Mau's Corner under-built 69 kV line on Isanti Co. Rd. 56 west of Hwy 65. It shows where the line crosses from the north side of the road to the south side of the road. Note all 8 lines are put into a vertical plane. Note also the guy wires used to brace the poles. In Chisago County the guy wires wouldn't be allowed, part of their emphasis on visual impact (something that should be in the East Bethel Ordinance).

(529)

Figure 1

2. Another picture of the road crossing for the under-built 69kv line on Co. Rd 56. This emphasizes the conversion of the under-built distribution line from the horizontal alignment to the vertical alignment.

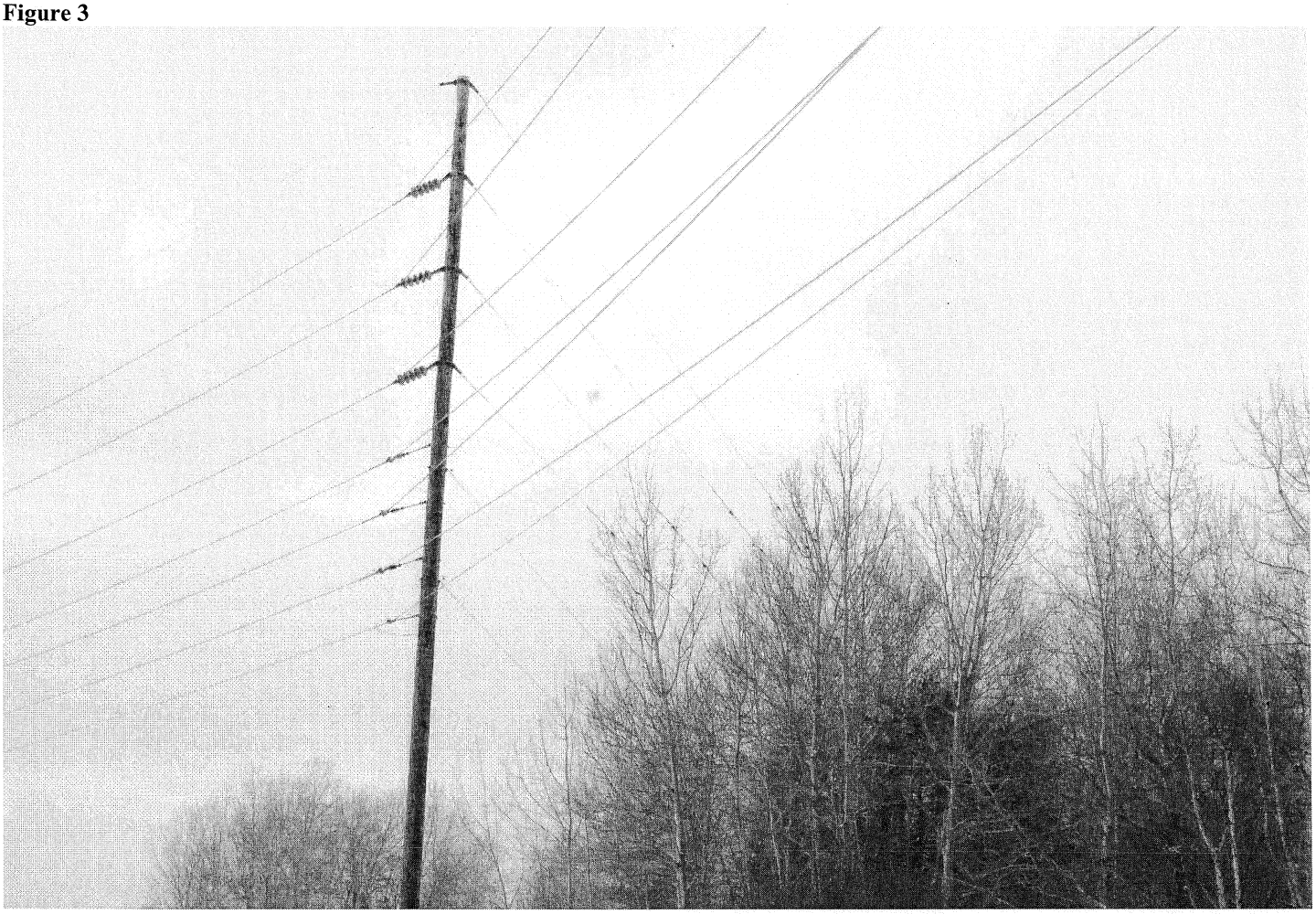
(531)

Figure 2

3. A closer picture of the pole at the point of the road crossing, showing the lines and guy wires.

(532

Figure 3



4. This is another picture of the Co. Rd 56 road crossing. This shows the conversion from the vertical plane back to the horizontal plane for the under-built distribution line. This picture and picture 1 both display the under-built 69 kV line continuing down the road.

(534)

Figure 4

)

5. This is a picture of the under-built 69 kV line running west of Mau's corner to the Crown substation along Isanti Co Rd 8.

(536)

Figure 5

6. Another view of the under-built 69 kV transmission line along Isanti Co. Rd. 8 (537)

Figure 6

7. This is a close-up of one of the under-built poles along Co. Rd. 8

(540)

Figure 7

8. This is another road crossing. This one is crossing Hwy 47 at Isanti Co. Rd 53(south of Mau's Corner)

(543

Figure 8

9. This is another picture of the road crossing in picture 8. (crossing Hwy 47 at Isanti Co. Rd 53(south of Mau's Corner)

(544)

Figure 9

)

10. This is the 69 kV line on Anoka Co. Rd 22. It is being braced by a pole with guy wires added across the road because the line is entering a curve. The Chisago County Ordinance may be able to prevent something like this also.

(549)

Figure 10

)

11. This picture is taken on Anoka Co. Rd. 22 in front of the Covenant Church, The 69 kV line is crossing the road (with no under-build) to the north to run up to the Martin Lake Substation. The pole on the right is a normal distribution line pole and can be contrasted with the size of the 69 kV pole.

(551)

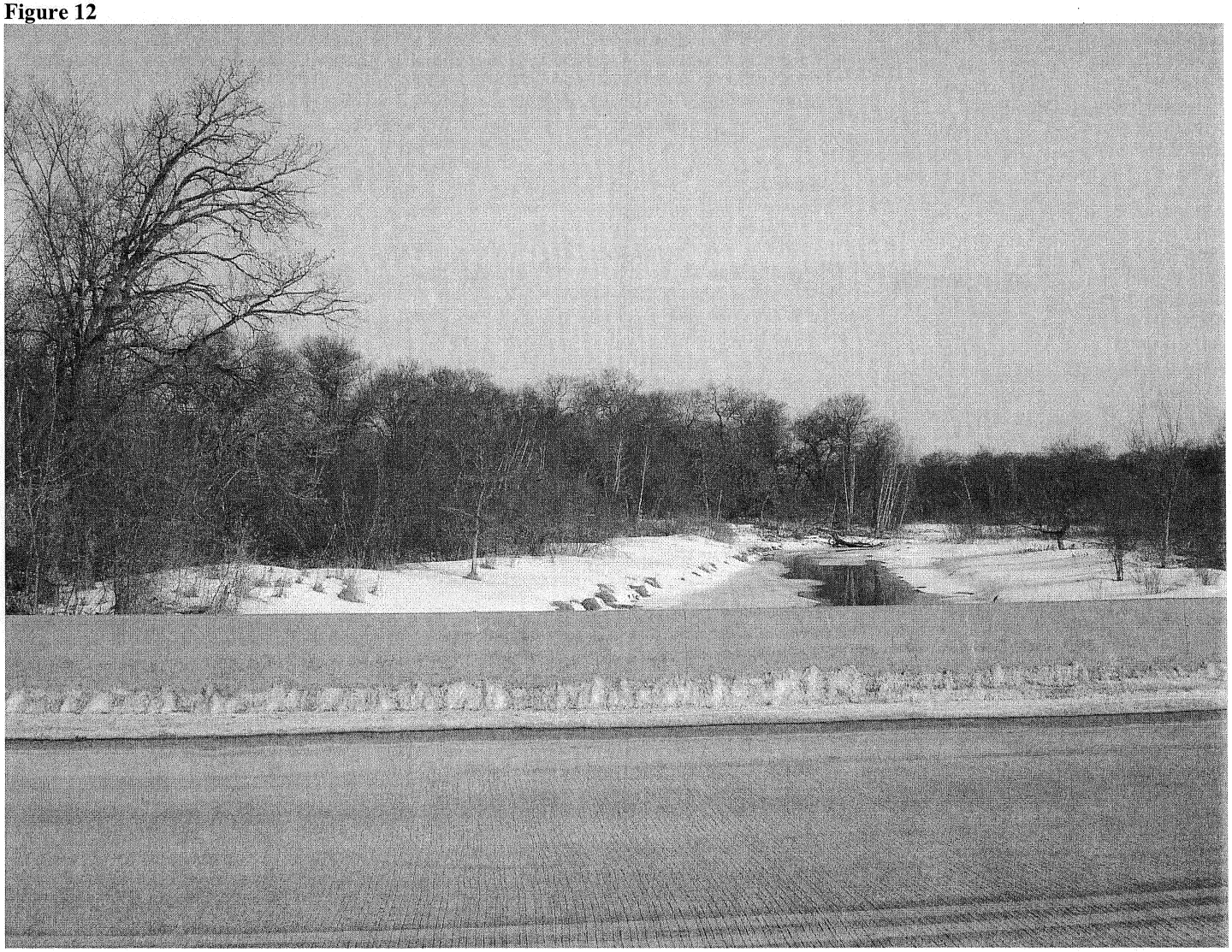
Figure 11

12. This and the next 2 pictures are pictures taken from the bridge over Cedar Creek on Gopher Drive.

This is a view across the bridge, looking to the north along Cedar Creek and into University property. The view would probably not be improved by an under-built transmission line passing overhead or nearby H-Poles.

(461

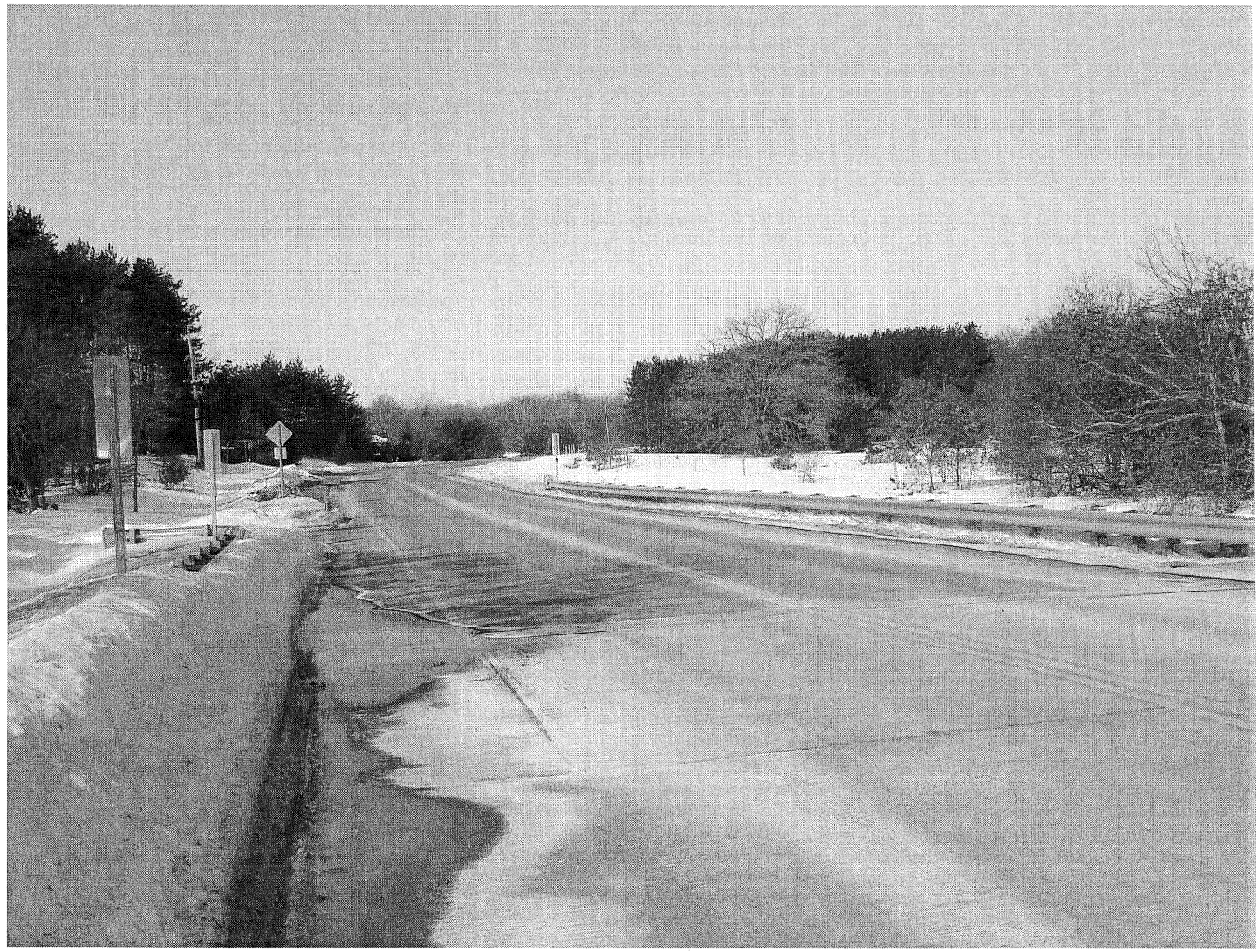
Figure 12



Many people in the area walk or bike along Gopher Drive, largely because of the view provided by the University land, especially in the area of the bridge. Most people hiking or biking by will stop on the bridge to rest or just look around. It's almost like the bridge is a little mini-park for East Bethel.

13. This is another view from the bridge looking NW along Gopher Drive. The stand of evergreens on the right along the curve would probably be cut way back. Right now there is a distribution pole only 8 feet from the road surface since the bypass lane was added to let people get by cars turning onto 233rd Ave. The new view would contain a set of H-poles to allow spanning the creek area, and the poles after conversion back to a running under-built transmission line, then going around the curve.

(462)



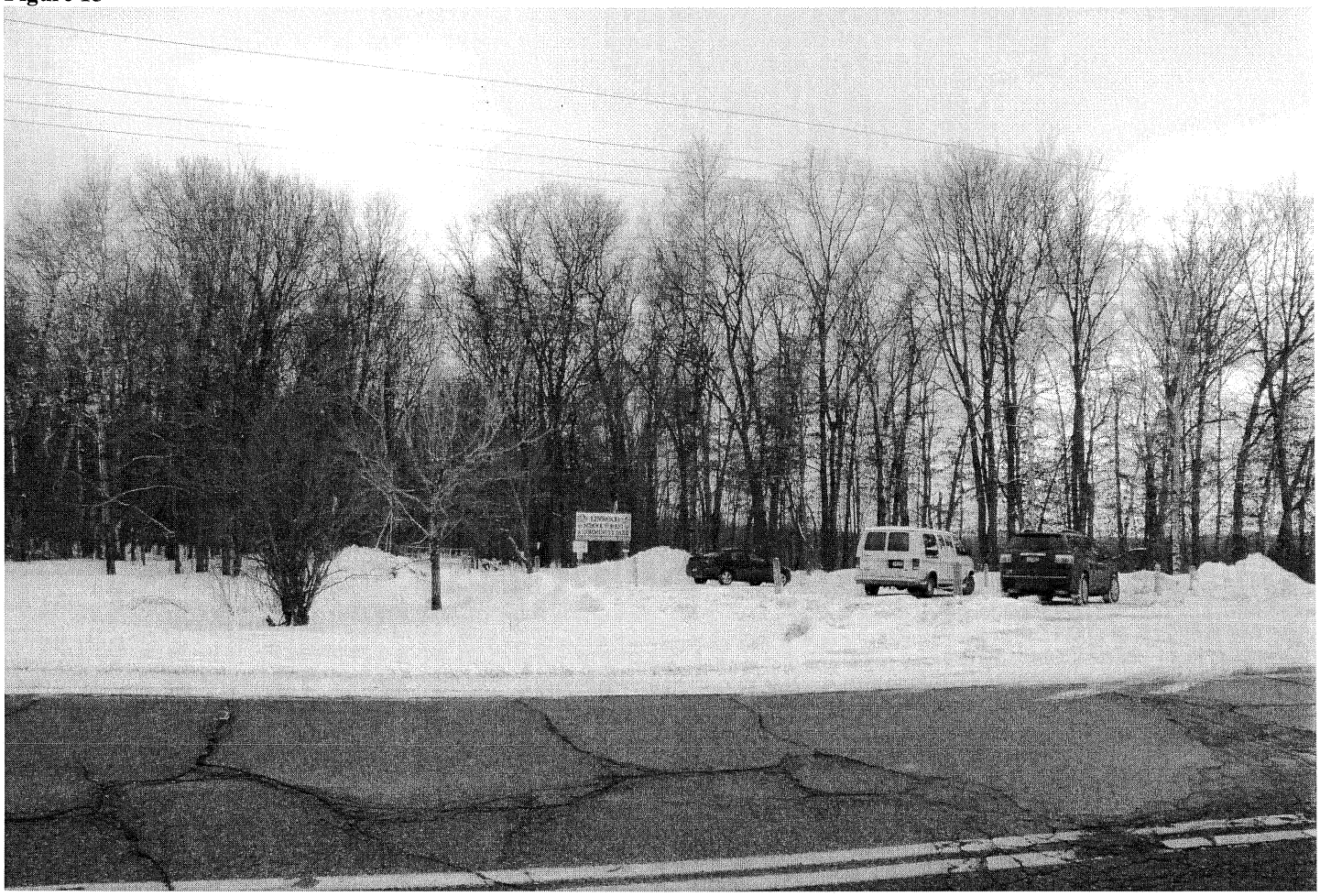
14. This is another view from the bridge looking SE along Gopher Drive. You can see the lines from the present distribution line on the right which runs south of the bridge. The trees along the road on the left of the picture on University property would be cut way back plus you would have the view of another H-poles set and the conversion back to a running under-built transmission line, then going around the curve. (463)

Figure 14

15. This is the 1st of 3 pictures of the School Forest entrance on 227th Ave NE. It show how many trees would be lost and the effect on their entrance if the under-built 69 kV transmission line is run behind their parking lot.

(556)

Figure 15



16. This is the 2nd picture of the School Forest Entrance

(557)

Figure 16

17. This is the 3rd picture of the School Forest entrance.

(558)

Figure 17

Route A vs. Routes Gx, Hx, I

At the last meeting of the East Bethel Transmission Line Work Group, when we were to make a decision, the group was unanimous immediately, so there was no real discussion within the group as to why they individually came to their decisions. Because of time constraints and other reasons, the ability to just talk to each other is very limited throughout the whole process, which can be quite frustrating. I had made an attempt earlier to let them know what I knew but there wasn't time and everybody was apparently already comfortable with their own knowledge and ability to make a decision and probably with good reason, as they did come to the correct decision. All of the voting members were in agreement and their choice was consistent with the advice from Jeff Corney representing the interests of the University of Minnesota. Eldon Holmes was unable to attend the last work group meeting, but his vote at the Planning Committee meeting indicates that, if he had been there, the vote to not approve Route A would have still been unanimous.

I believe most of the work group made their decisions based primarily on what I refer to as the level 1 considerations (described below), which are certainly strong enough arguments to stand on their own, and overwhelmingly they favor the choice the work group made; and I would have voted the same even if I knew nothing else beyond it. But the rest of the work group may have had further reasons from their own backgrounds that I would not know about myself. Jeff Corney certainly would have had access to technical knowledge from the Electrical Engineering department at the University. I don't know if he contacted them, but he did indicate he had contacted other sources at the University during the process.

What I call the level 2 and level 3 considerations(also described below) could be considered as extra, beyond what's needed to make a decision, but I thought understanding them really gave me some insights to understand the situation. They can also be thought of as providing corroboration that the right choice was made based on the level 1 considerations.

It's unfortunate, that at the EB Planning Commission meeting, the commission only heard what GRE presented. I am certainly responsible for a share of the blame for that. The committee wanted someone to explain why the work group came to their recommendation. Lou Cornicelli and I had both decided to go down to watch the Planning Commission meeting. Lou did provide a response (how the work group was unanimous and had put in their time to try to come up with the right decision, etc.). I felt uncomfortable about trying to speak for the whole work group about why the group had decided as it did, because as noted above, we had never really adequately discussed individual reasons, and the considerations over such a long stretch of time can be really overwhelming to try to explain, as can be seen by the length of this document. Three of the members of the work group plus Jeff Corney of the University of Minnesota, have been involved with this for nearly 2 years now in one way or another. This missive describes some of what I knew personally and considered toward my own vote. There is no way to put everything involved, with complete background information, into one document, so I've chosen not to include some other things I knew about, to try to limit the size of this document. Also I haven't included

some items of concern (such as their stated **size of the poles they intend to use for the project**) because they apply to any route chosen.

Route A is the path between the Martin Lake substation and the Athens (Township) substation which runs west on Anoka Co. Rd. 26 from the Typo Creek Drive/227th Ave. NE intersection. Routes Gx, and Hx are multiple optional path versions of paths supplied by GRE/Connexus, which would go north on Typo Creek Drive from that intersection, instead of west. Because GRE, as usual, planned to drive the transmission line through the middle of a Wildlife Management Area(WMA) along the Gx, Hx routes to achieve minimum cost, the EB work group decided they should at least recommend a new route (Route I) which would not impact that WMA. The University of Minnesota, acting as a "good Neighbor", volunteered to let it cross near Fish Lake instead. I think it's safe to say that most in the workgroup thought the University shouldn't have to do that. It was obvious through all the meetings, that the University considered not only the effects of the transmission line on their own property but on all the other natural history areas in the vicinity.

Actually, East Bethel can't control what is done outside it's borders, and I would expect that even if EB is able to block Route A and it's impacts as described below (which is no sure thing), that GRE/Connexus would then go after the minimum cost north route again rather than Route I and it would be up to the entities that control the Marvin Schubring WMA to protect it as much as possible, similar to what the Linwood Township School Forest Committee and the Linwood Townshp Park Board did for the School Forest; and to what the Nature Conservancy did for the Helen Allison Savanna, and to what the University of Minnesota did for the Cedar Creek Eco-system Science Reserve (and HA Savanna and School Forest) through their recommendation to the EB work group, and to what the EB work group vote attempted to do for all 3 of the natural history areas along Route A.

Even from the beginning, the University has indicated that if the route ultimately ends up coming down 229th Ave, they would let it come down their side of the road, again acting as the good neighbor. Another reason for that is probably that the alternative is to run the under-built transmission line on the south side of the road along the length of the Helen Allison Savanna where ther Nature Conservancy has already said they don't want it. Also, there is the fact that the visual impact of an under-built 69 kV transmission line affects **both** sides of the road and the whole experience of driving down the road, as can be seen from the included pictures. Also, along 229th Ave, the Cedar Creek property has much sparser trees along the eastern half than the western half. That means in the eastern half, an under-built 69 kV transmission line can be seen from far inside the University property, no matter which side of the road it's on. Similarly, in the western half along 229th Ave, there are large clearings which would allow the under-built 69 KV transmission to be visible from far inside the Cedar Creek ES Reserve.

Mr. Schaub, of GRE, has attempted to imply that because they volunteered as a good neighbor, the University doesn't feel strongly about a transmission line cutting a swath around their southern border, as in Route A. I don't think anyone that was at the final meeting was confused about what the University of Minnesota's recommendation was, or felt they were indecisive.

LEVEL 1 CONSIDERATIONS:

1. Understand the significance and visual impact of a 69 kV under-built transmission line.

2. Understand the significance of the Minnesota Transmission Line Non-Proliferation clause.

3. Recognize the value of the 3 Natural History areas involved to East Bethel, Linwood Township, and beyond. This one I hope isn't necessary, but I included It.

4. **The Fairness issue.**

5. Understand the motives of the GRE presentation and the method.

1. Understand the significance and visual impact of a 69 kV under-built transmission line

The included pictures are ample evidence of the significant visual impact an under-built 69 kV transmission line has on the road it runs along, and the areas around it. However, I do think that anyone who's going to make a decision about an under-built 69 kV line should see the real thing and drive over to Mau's corner and drive west to the Crown substation. I frequently drive that road in the summer and the effect is even more dramatic when there's greenery behind it. Also they should drive south from Mau's corner to County Rd 53 to see the vertical lines for a road cross. Back in 2008, when the line first went in, I hadn't driven it in a while, and so the next time I came, the whole line was suddenly there on Co. Rd. 8. The effect was startling as it dominates the road so much it changes your view of the experience of driving down the road. Note the visual impact to people living on **both** sides of the road and to people driving on the road. Pictures don't really do it justice.

Also I would suggest then driving Route A and picturing what was seen on Co. Rd 8 running along Cedar Creek ESR, the Allison Savannah, and the School Forest and having road crossings at the corner of Durant and 229th Ave. and at the corner of 237th and Gopher Drive. Also, they should note the S curves on the SW corner of Cedar Creek ESR between 229th Ave. and 237th Ave. along Gopher Drive, and picture them perhaps with what was done to brace some of the poles along the curves on Co. Rd 22.

Why are under-built transmission lines so ugly ?? Normally, the higher the voltage of a transmission line, the larger the wire size and therefore, the stronger the wire, and the more the line can span between poles; but when you have an under-built line, the pole spacing is limited by the much weaker distribution line, so you end up with the much bigger poles required by the transmission line, spaced by the requirements of the distribution line, and that's why you get the sensation of " that sure looks like a **lot** of **really big** poles", and why an under-built transmission line so dominates the view driving down the road.

Accordingly, in the GRE Athens to Martin Lake project document (Aug, 2010), GRE said they were planning to use poles that are 70 to 80 feet above ground for the under-built 69 kV line segments and that the number of poles would be approximately the same as the

present distribution line poles. Even at 50 or 55 feet, a transmission line has a dominant visual impact, as can be seen in the included pictures. The segment between the Cooper's Corner substation area and the Athens substation would be an under-built double-circuited 69 kV line. Also, to span Cedar Creek they plan to use H-Frame poles.

Although GRE also specified pole heights for segments without under-build, it should be noted that there are distribution poles all the way along Route A from at least Typo Creek Drive to the Cooper's Corner substation, and the only segment that wouldn't be under-built along route A is the Cooper's corner to Athens substation segment, which would be a double-circuited 69 kV line.

"Those under-builds are really ugly"

"Yes, I can't believe what they let us get away with there".

The above quotes were made by Larry Peterson, Vice President of Connexus Energy(Ret.) during a meeting of the EB Transmission Line Ordinance Committee. They are in reference to the under-built 69 kV transmission lines around Mau's corner, which are in the Stanford Township jurisdiction.

GRE and Connexus Energy should be considered as one company. GRE does work for 27 other smaller electric cooperatives, but in this area (Anoka County) they operate like a division of Connexus.

Mr. Peterson had the Ordinance Committee use the Minnetonka Transmission Line Ordinance for the basis of the East Bethel Ordinance. Actually, it was the Minnetonka Ordinance as originally written in 1992. A friend I worked with for 20 years lived in Minnetonka in 1992, and whenever there was a meeting on the Mtka transmission line, he would give us a report the next morning on what happened at the meeting, so I am aware of what happened and what the issues were for Mtka. I have also talked to Desyl Peterson, the Mtka City Attorney, who was also the City Attorney back in 1992, and to Ann Perry, the City Planner for Mtka in 1992 (Ann said she did some work for East Bethel about 10 years ago).

There was an abandoned railroad bed that ran from Hopkins across SE Minnetonka and down well into Eden Prairie. The Mtka and Eden Prairie residents had been using the railroad bed for a hiking trail, even though it wasn't city or county property. Xcel energy decided they wanted to run a transmission line along the railroad bed. The residents absolutely did not want a transmission line hanging above their heads on "their" hiking trail. I believe this was not even an under-built transmission line. Ann and Desyl said they pretty much developed the Mtka ordinance as they went along, with the basic idea of taking some of the wording from the state Environmental Impact Statement(EIS) requirements.

Mtka did, later in the process, have consultants (an attorney specializing in transmission line issues and an electrical engineer specializing in transmission lines). Ann said you have to have these to handle a transmission line issue (Bill Neuman from Chisago County said the same thing).

All the meetings held either in Mtka or Eden Prairie were overflowing, with people packed inside and people outside in the parking lots. The city representatives also did not want the transmission line, and neither they nor the residents backed down. Actually the City Council never let it get to the work group stage as they handled all the meetings themselves. So in a way, the Mtka ordinance was never really tested but was used effectively because of the commitment of the city and the residents. There were many meetings over a long stretch of time, and the crowds didn't die down. It was a big story at the time and there was TV and newspaper coverage of what was going on, a local songwriter even made a musical tape to hand out, so a bit of a circus. Eventually Xcel Energy just stopped coming back.

Hennepin County did later buy the railroad bed and it's now an official trail. One lesson to be learned: don't hang a transmission line above a hiking trail, people don't like it.

Unfortunately Mtka has recently been informed that 18 years later, Xcel is coming back to reapply for a permit but will bypass the city and go directly to the PUC so their battles may not be over.

I spent a lot of time before the EB Transmission Line Ordinance Committee's first meeting, reading existing ordinances that are available on-line and concluded that the one that stood out from the rest is the Chisago County Transmission Line Ordinance. I talked to the Chisago County Attorney's office (they did not write the ordinance, just vetted it) and to Bill Neuman, who was involved in it all. He seems to have become the spokesman for their committee and I was impressed with his knowledge of the subject. As a county, they have some definite advantages, such as the experience gained from seeing more transmission line requests than any city would, and they definitely have more resources than any city would. Their ordinance is better because of the emphasis on the visual impact of transmission lines and the use of overlay districts to cover anything of significance. East Bethel needs to create overlay districts for all their natural history areas.

The Chisago Co. ordinance does do things in connection with the St. Croix River Valley, that East Bethel can't do, such as requiring burial or staying 4 miles away, but some of the things they do such as restricting guy wire usage or being able to require burial of a distribution line if it is updated, and utilizing overlay districts, should be incorporated into the EB ordinances.

CHISAGO COUNTY 2001 ORDINANCE

Chisago County Transmission Line Ordinance Committee (2000/2001)

1 county commissioner
2 from county zoning

Bill Neuman (Concerned River Valley Citizens)
other "citizens"
2 attorneys
2 transmission line designers (1 designed 500 kV DC line)

Plus info from Attorney in Red Wing specializing in transmission lines
(Carol Overland)

(County Attorney's office has 16 people)

2. Understand the significance of the Minnesota Transmission Line Non-Proliferation clause.

Minnesota's Policy on Non-Proliferation – This policy, established by PEER vs MEQC, 1978, creates a preference for placing new transmission lines near existing infrastructures, as a way to minimize the proliferation of new corridors through the utilization of existing railroad and highway, including interstate, rights-of-way, as well as any existing transmission corridors.

This means that any decision to allow a transmission line corridor to be established should be considered as making a permanent decision. Any future upgrade of the line or another line going through near the area would use the same route. When making a decision on a transmission line issue, you want to make the decision knowing not only what the immediate ramifications are, but also **what the potential is for that route far into the future**.

---

3. Recognize the value of the 3 Natural History areas

The 3 natural history areas on Route A all should be considered extremely valuable assets to the area. The Cedar Creek Ecosystem Science Reserve is the most well known by far. It is well known at the state, national, and even international levels. It's extremely easy to find out all kinds of information on it on-line and to try to put everything here would be overwhelming. Two of the more significant recognitions that it has had are its designation as a **National Natural Landmark** and its placement on the **National Registry of Historical Sites.**

The following paragraphs from the web, though a little redundant, reflect the above.

CEDAR CREEK

Cedar Creek Natural History Area, established in 1940, was designated **a National Natural Landmark** by the National Park Service in 1975. In 1977 it was included as **an Experimental Ecology Reserve** in a proposed national network, and in 1982 it was one of 11 sites in the United States

selected by the National Science Foundation for funding of Long Term Ecological Research (LTER).

Cedar Creek – original land purchases by a **Committee on the Preservation Of Natural Conditions** established in 1937 by the Minnesota Academy of Science.

The first 500 acres of Cedar Creek were acquired in the early 1940s with the understanding that they would be kept in their natural condition and used for scientific and educational purposes

Established in 1940 by the University of Minnesota, the site was designated a National Natural Landmark by the National Park Service in 1975 and 1980 under the Historic Sites Act.[3] It received this designation in May 1975 from the United States Secretary of the Interior, giving it recognition as an outstanding example of the nation's natural history.

NATIONAL REGISTRY Page *49* OF NATURAL LANDMARKS JUNE 2009

MINNESOTA (8)	
Anoka County	
CEDAR CREEK NATURAL HISTORY AREA-ALLISON SAVANNA	(extends into Isanti County) Cedar Creek Natural History Area-Allison Savanna is a relatively undisturbed area where three biomes meet (tall grass prairie, eastern deciduous forest and boreal coniferous forest.) Supporting 61 species of mammals and 183 species of birds, the site is a nationally and internationally famous research center. Designated: 1975. Ownership: State, private

The **Historic Sites Act** of 1935 was enacted by the United States Congress largely to organize the myriad federally-own parks, monuments, and historic sites under the National Park Service and the United States Secretary of the Interior. However, it is also significant in that it declared for the first time "...that it is a national policy to preserve for public use historic sites, buildings, and objects of national significance..."[1] Thus it is the first assertion of historic preservation as a government duty, which was only hinted at in the 1906 Antiquities Act.

Section 462 of the act enumerates a wide range of powers and responsibilities given to the National Park Service and the Secretary of the Interior, including:

• codification and institutionalization of the temporary Historic American Buildings Survey

• authorization to survey and note significant sites and buildings (this became National Historic Landmark program, which was integrated into the National Register after the 1966 National Historic Preservation Act)

• authorization to actually perform preservation work

Results of Cedar Creek research are contributions to our fundamental knowledge of the workings of nature and are being utilized by many organizations, including the Minnesota Department of Natural Resources, the Environmental Protection Agency, and The Nature Conservancy. In addition, Cedar Creek Ecosystem Science Reserve serves as a research and teaching facility for six colleges from the University (Biological Sciences, Agriculture, Forestry, Liberal Arts, Institute of Technology, and Veterinary Medicine) and for other colleges and universities both within and outside Minnesota.

In this time of increasing concern for the global environment in which humans live, it is important to recognize the value of past and future contributions of research facilities such as the Cedar Creek Ecosystem Science Reserve. Applications of research findings from Cedar Creek play an important role in sound management of our forests, farmlands, prairies, lakes, marshes and other natural resources.

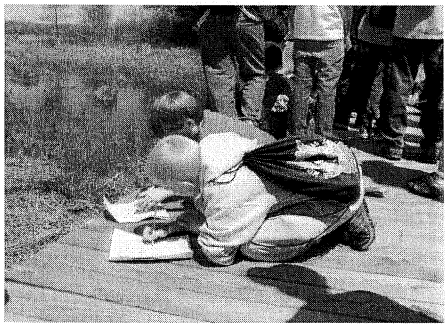
Education at Cedar Creek has involved students studying for college and advanced degrees in the natural sciences. With ecology now one of the essential applied sciences of our time, we are capitalizing on Cedar Creek's scientific standing and embracing new roles at state and local levels. We are participating in local schoolyard projects and **have opened public tours of the rare habitats of the area. Cedar Creek is hoping to expand its community involvement with on-site workshops for secondary school teachers and students, by advancing our public tours, and by working with state and local governments for additional public access.**

Education & Outreach

Tours

We welcome the public on guided tours of Cedar Creek to experience the diverse natural habitats of the area and to learn about our research. Each month from spring to fall our resident naturalist highlights interesting ecological topics of the season during the tours.

K-12 Programs



Cedar Creek Ecosystem Science Reserve offers ecosystem-based programming to K-12 student groups. Students who come to CCESR participate in a variety of activities, from tours through our varied ecosystems to research experiences. All activities are standards-driven and use the ecology of Minnesota and the unique

challenges posed by current environmental issues, such as global climate change, to teach core science concepts.

Summer Work

During the summer field season over 100 college students, post-graduate students, and scientists work on Cedar Creek experiments and projects. The college students work as ecological research interns, learning job skills as well as gaining experience in research methods, theory, and presentation. Internship Opportunities

Communication

The New York Times

Ecologist Measures Nature's Mosaic, One Plot at a Time

It is important that scientists communicate their findings not only with other scientists, but also with governments and the public. Cedar Creek research is repeatedly featured in major media outlets, including the ***New York Times***, the ***London Telegraph***, ***National Public Radio***, ***Public Television***, and many more. Cedar Creek researchers give public talks at schools, universities, and museums, as well as testimony at state and national legislatures, and have participated in White House meetings.

My grandson's class (from Isanti Elementary School) went on a day long tour of Cedar Creek last year, and he talked about nothing else for days.

As can be seen from above, Cedar Creek's significance to the area goes well beyond its importance as a scientific research center.

It should be noted that the view most people in East Bethel have of the Cedar Creek Ecosystem Science Reserve is what they see driving along Co. Rd 26.

The Linwood School Forest has a website at
http://lw.forestlake.k12.mn.us/teaching__learning/school_forest/

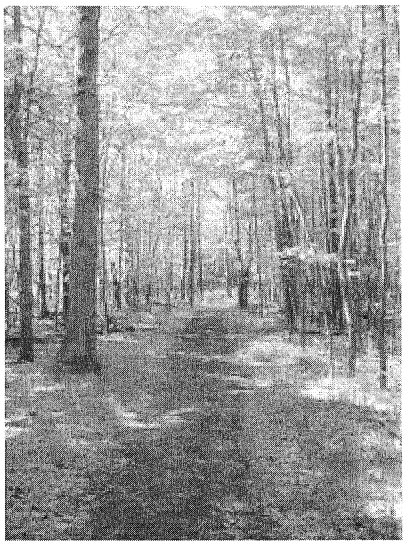
From the Linwood Township site:

Linwood Community Park and School Forest

School Forest Entrance

With the recent addition of forty acres added to the previous 170 acres, this is Linwood's largest park by far. The park has a variety of land formations from high to low ground and from heavily wooded to open spaces.

The park boasts many

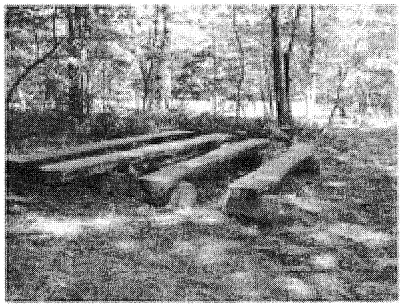


Typical Path

amenities including picnic tables and benches, a variety of trails for hiking and cross country skiing.
Boardwalks are provided for crossing low areas.

Space for parking is provided at the north end of the park just off of 227th Avenue.

Per teachers' request, the School Forest has some new log benches. These benches are placed along



School Forest Benches

the Smoky Hills Trail just south of the dock. There are 4 benches arranged to make an outdoor classroom. This addition makes the School Forest the perfect spot for reading, journaling, artistic inspiration as well as science projects.

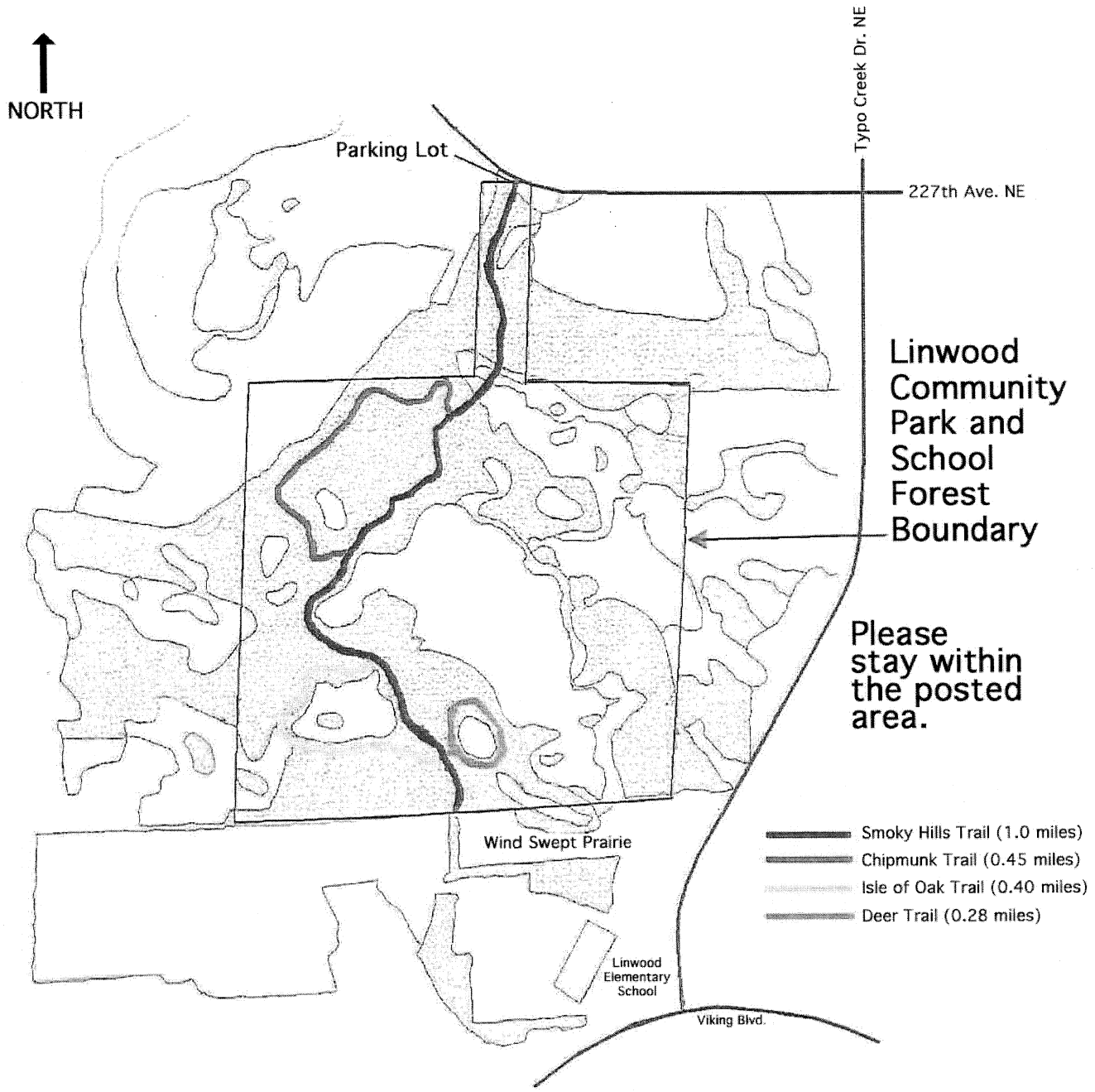
I have talked to Judy Hanna several times. She is the Town Clerk for Linwood Township and is on the School Forest Committee. She said the paths thru the School Forest are the same ones that were there 100 years ago. She also said the committee voted to say no to what GRE initially said they were going to do originally, which was to cut a swath across the front of the School Forest property and then around the east side of the property till it left between a couple lots out to Typo Creek Drive. She said that would have destroyed the School Forest. The Linwood Township Park Board backed them up and also voted no. If GRE cuts a swath around the parking lot by the entrance to the School Forest, that is also highly undesirable to the committee. Basically, they don't want Route A.

("Cut a swath" is the phrase Peter Schaub of GRE has used to describe cutting the trees to get the required clearances and running an under-built 69 kV line through the path.)

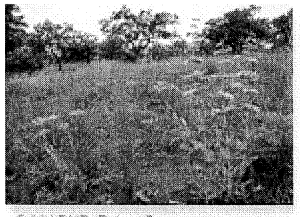
It should be noted that the decision East Bethel makes is really making a decision for both East Bethel and Linwood Township as Linwood Township, despite their concerns for the School Forest, would be unable to stop route A if East Bethel permits it. At the Planning meeting, Mr. Schaub stated that "since Linwood Township doesn't have zoning, we just have to let them know what we're going to do".

Map of School Forest

Figure 18



Helen Allison Savanna SNA (Scientific and Natural Area)


© MN DNR, Robert Dana

80 Acres

Located from MN Hwy 65 in Bethel 1 mile E on Co Hwy 24 (237th Ave. N), then 3.5 miles S and E on Co Hwy 26 (229th Ave. N), then 0.25 mile S on Co Rd 15. Parking on W side of road.

Anoka County Twp 33N Rng 23W Sec 02

Type: Deciduous Woods

ECS Subsection: Anoka Sand Plain

Description:

Helen Allison Savanna was named for Helen Allison Irvine, "Minnesota's grass lady," who wrote a text on the 180 grasses of Minnesota. This SNA lies within the Anoka sand plain, providing an excellent example of sand dune plant succession, with blowouts and dunes in various stages of stabilization by pioneer species. Community types found on the site include oak sand savanna, dry prairie with bur oak and pin oak, thickets of willow and aspen, and sedge marshes in scattered depressions. Trees and shrubs characteristic of a savannah are found here: pin oak, bur oak, American hazelnut, choke cherry, willow, and quaking aspen. Other savanna species include lead plant, smooth sumac, slender willow, steeple bush, aster, and goldenrod. Look on the dunes for pioneer sand plants such as sea-beach needle grass and hairy panic grass. Sedge meadows contain tussocks of Hayden's sedge, along with marsh fern and blue-joint grass. Other rare plant species occurring here include long-bearded hawkweed, rhombic-petaled evening primrose, and tall nut-rush. Prime times to visit are when the pasque flowers bloom in the spring and when the prairie grasses are at their finest in late summer. * indicates ownership in part or in whole by The Nature Conservancy.

Scientific & Natural Areas

The Scientific & Natural Areas (SNA) program preserves natural features and rare resources of exceptional scientific and educational value.

.Why the Conservancy Selected This Site

The major reason for acquiring the preserve was to protect the dwindling acreage of oak savanna. The Helen Allision Savanna Preserve is adjacent to the southern-most portion of the 5,460-acre Cedar Creek Natural History Area, which is managed by the University of Minnesota. Collaborative research has been conducted frequently by The Nature Conservancy, the Department of Natural Resources and the University of Minnesota.

What the Conservancy Has Done/Is Doing

In 1960, The Nature Conservancy acquired the land, thanks to a substantial donation by Helen Allison Irvine. She was known as Minnesota's "Grass Lady", and she wrote The Key to Grasses of Minnesota, a reference work on 180 species of grasses found in the state. Starting in 1962, about a third of the savanna has been burned each year on a rotating basis. University of Minnesota Botanist Dr. Donald Lawrence initiated the recovery of the old field area by hand seeding prairie species in the

1960's and 1970's. In 1979, the preserve was designated a Scientific and Natural Area by the State of Minnesota, following a thorough inventory of species.

Animals
A survey of avian life discovered 45 species of birds, including hawks, warblers, and waterfowl. The seldom-seen lark sparrow nests on the preserve. Amphibians and reptiles making their home at the Savanna include the eastern tiger salamander, spring peeper, gray treefrog, wood frog, and bullsnake (or gopher snake).

The Nature Conservancy currently owns and manages 57 preserves in Minnesota, encompassing more than 72,000 acres. (The Helen Allison Savanna is one of the 57)

> The mission of The Nature Conservancy is to preserve the plants, animals and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive.

Winter scene at Allison Savanna

Some of the best remnants of Sand Savanna found in Minnesota occur at Cedar Creek and vicinity. They are found on old dune topography which was historically considered unfit for farming. The gently rolling topography of dry crests and moist swales contains an abundance of native grasses and forbs. They have never been plowed, but some pasturing has occurred in the past. Many of the tracts south of Fish Lake have been part of an experimental Burn Program since 1964. Additional Burn Units at the south end of North South Lab Road (NSLR) were added in the 1980s. Helen Allison Savanna is a beautiful 80 acre tract of sand savanna situated off the SE corner of Cedar Creek. It is owned by The Nature Conservancy (TNC) and administered by the Minnesota DNR as a Scientific and Natural Area (SNA). The gently rolling landscape contains scattered open grown Bur Oaks (Quercus macrocarpa) within a diverse matrix of native prairie grasses and forbs. It has never been plowed, only lightly pastured, and since 1964 has received periodic burns.

The following is a quote from a study on the environmental effects of transmission lines (http://psc.wi.gov/thelibrary/publications/electric/electric10.pdf) prepared by the Public Service Commission of Wisconsin :

"Determining the Degree of Potential Impacts

In general the degree of impact of a proposed transmission line is determined by the quality or uniqueness of the environment along the proposed route. The following factors determine the quality of the existing environment:

. The degree of disturbance that already exists

. The uniqueness of the resources

. The threat of future disturbance

The degree of disturbance that already exists in a place is determined by how close the place resembles pre-settlement conditions. For example, an area may have been logged, drained, developed, cultivated, or otherwise substantially altered. Then, the extent of the alteration must be assessed.

Proposed transmission routes are reviewed for species or community types that are uncommon in the region or in the state. Does the resource possess a feature that makes it unique, such as its size or species diversity? Does the resource play a special role in the surrounding landscape?"

The Cedar Creek Ecosystem Science Reserve, the Helen Allison Savanna, and the School Forest are the epitome of uniqueness as referred to above and East Bethel, Anoka County, and Minnesota should have the same protective attitude towards them.

4. FAIRNESS ISSUE

6 ENTITIES INVOLVED:	ADVANTAGES GAINED IF ATHENS SUBSTATION CONNECTED TO MARTIN LAKE SUBSTATION
LINWOOD TOWNSHIP	GAINS 2ND SOURCE FOR MARTIN LAKE SUBST.
SCHOOL FOREST	NONE
ATHENS TOWNSHIP	GAINS 3RD SOURCE FOR ATHENS SUBSTATION (Cambridge Peaking plant not counted)
EAST BETHEL	NONE
HELEN ALLISON SAVANNA	NONE
UNIVERSITY OF MINNESOTA (CCESR)	NONE

****

PATH A

WHO PAYS THE PRICE?

EAST BETHEL
UNIVERSITY OF MINNESOTA (CCESR)
HELEN ALLISON SAVANNA
LINWOOD TOWNSHIP
SCHOOL FOREST

WHO DOESN'T?

ATHENS TOWNSHIP

PATHS Gx, Hx, I

WHO PAYS THE PRICE?

ATHENS TOWNSHIP
LINWOOD TOWNSHIP
UNIVERSITY OF MINNESOTA (NE corner near Fish Lake)

WHO DOESN'T?

EAST BETHEL
HELEN ALLISON SAVANNA
SCHOOL FOREST

Thus Path I results in the entities that gain from connecting the Athens substation to the Martin Lake Substation, being the entities that pay the price

****

ENTITY VOTE

ENTITY	PATH CHOICE
LINWOOD TOWNSHIP	I
SCHOOL FOREST	I
ATHENS TOWNSHIP	A
EAST BETHEL	I
UNIVERSITY OF MINNESOTA	I
HELEN ALLISON SAVANNA	I
"ST. FRANCIS, CROWN, MILACA, ETC."	I

The vote of path I by Linwood Township is based on the first meeting with GRE at Linwood after the path was changed. Reaction at the meeting was overwhelmingly against the change, primarily because of the School Forest.

In 2008, Athens township , when first approached by GRE about the original path for the line to run to the Athens substation from the east, didn't want it running on their roads and said GRE should look to the south, effectively saying run it through East Bethel instead.

"Isanti/Cambridge, etc." was added to the vote list. Their only criteria would be the reliability/redundancy issue. Since path I doesn't involve a dbl-ccted line from 2 sources, they should vote for path I. The benefits gained from the new Linwood substation and Athens substation are that they provide a source to areas at which they are at the SE corner all the way up to Milaca as the NW corner (plus St. Francis), as described in the areas covered in the 2008 GRE LRTP.

GRE's intent is to just run the transmission line by East Bethel's Cooper Corner substation and not even hook into it as they indicated at the Planning Committee meaning. Thus East Bethel is just being used as a route to the Athens substation.

PATH COMPARISON

PATH	A	G,H,I
SWATH CUT AROUND SW AND SOUTHERN BORDER OF CEDAR CREEK	X	
VISUAL IMPACT TO SW AND SOUTHERN BORDER OF CEDAR CREEK (BOTH FROM INSIDE AND OUTSIDE)	X	
VISUAL IMPACT TO HELEN ALLISON SAVANNA (BOTH FROM INSIDE AND OUTSIDE)	X	
VISUAL IMPACT TO CEDAR CREEK (STREAM) VIEW FROM BRIDGE	X	
VISUAL IMPACT TO SCHOOL FOREST ENTRANCE	X	
SWATH CUT AROUND ENTRANCE OF SCHOOL FOREST (ASSUMES NOT ORIGINAL PATH AROUND EAST EDGE)	X	
RELIABILITY ISSUE From GRE 2008 LONG RANGE TRANSMISSION PLAN: Furthermore, outage of either end of the Cambridge-Isanti-Athens 69 kV line causes deficient voltage levels in the Isanti and Cambridge areas (BREAK IN THE DBL CCTED LINE BETWEEN COOPER'S CORNER AND ATHENS WOULD RESULT IN THE LOSS OF 2 SOURCES TO CAMBRIDGE/ISANTI.)	X	

5. Understand the motives of the GRE presentation and the method.

All cities are at an extreme disadvantage when it comes to handling a transmission line because odds are that no one on the committees has ever dealt with one and it is not their full-time job or area of expertise. In contrast, the transmission line company representatives have dealt with the same issues such as natural history areas, over and over again and it **is** their job. They have practiced how to phrase everything to slant it toward what they want and know what points to avoid. For instance in the 2 years that this has been going on, Mr. Schaub has never once said "visual impact" without putting either "only" or "just" in front of it, so you only hear "it's just a visual impact" or "it's only visual impact". Also, despite several requests at various times from various people during the process, for pictures of an actual 69 kV under-built line instead of pictures of only distribution lines, GRE was apparently unable to ever find any as none were ever provided. As you can note by the pictures attached to this document, it shouldn't really take very long to find some. It's an example of "don't provide anything detrimental to the cause".

GRE's goal was definitely not to present all the information needed to make a decision in an unbiased and balanced manner. Anything favoring their cause was exaggerated, and anything against the cause was minimized or not even presented. The phraseology used was definitely selected with their goal in mind. That kind of presentation is the norm.

At times the path comparisons by GRE became pretty humorous. For instance, one of the routes considered approached the Martin Lake substation from the west on Anoka Co. Rd. 22. One consideration pointed out in some detail was the fact that the route, which they didn't want to use, came within a half mile of the Linwood one room schoolhouse (the one that was a restaurant for a time) because the state lists it as a historical building, even though it wouldn't be seen from the schoolhouse. That's legitimate but contrast that with the fact that they could never find anything of historical significance on the route that they did want (route A) and wanted to cut a 3 ½ mile swath around and place an under-built 69 kV line on the CCESR, despite the fact that it is on the **National** Registry of Historical Sites.

The spreadsheet GRE and other transmission companies use in their presentations was developed by an Electrical Engineering professor at St. Mary's for the transmission line industry. The intent is to impress and overwhelm local governments, but it is only a spreadsheet with multiplying factors for each data point which reflect cost effects of each item considered. Thus it always reflects a choice based only on costs to the transmission line company. The multiplying factor for items of concern for the cities involved, are zero. For instance if the Sistine Chapel was on the route, it would have no effect on the spreadsheet unless it caused them to do something with a cost effect (e.g. have to do a road cross). Thus, the fact that Route A has 3 natural history areas on it has a multiplying factor still of zero. The fact that one of them is designated as a National Natural Landmark and is on the National Registry for Historical Sites, still gives a multiplying factor of zero.

In turn, one attribute given great consideration by GRE is the ability to obtain an easement by talking to one entity instead of many over the same distance. That minimizes the hassle for them, but should have little consideration of value to the city.

The effect of the spreadsheet is also to cause anyone evaluating it to spend an extensive amount of time buried in minutia (e.g. did they count the number of houses right? or looking at pinch points) which can lead to losing sight of the big picture. Whenever you're talking about the spreadsheet, you're only talking about what gives minimum cost and therefore maximum profit to the transmission line company, which is what they want you to be talking about.

One slide that was presented over and over again to the work group was the Summary of Route A Features slide. When nothing else was pertinent, rather than have a blank screen, that slide was put up so we could view it some more. A few things of note about that slide:

1. It is not a summary of route A's features, but only the features that GRE considers favorable to the choice of Route A.

2. The #2 item on the list is:

Shortest length of new transmission line to build – 7.4 miles

This statement should be considered as intentionally misleading to the extreme. GRE does not intend to send power wirelessly between Cooper's Corner and the Athens substation. Indeed, the plan is to build a new double-circuited line along that segment.

If ever questioned about it, I expect the GRE cover story to be " we count the new line as replacing the existing Cooper's Corner to Athens line, and the Athens to Martin Lake line is just strung on the same poles".

Instead, the situation should be viewed in the reverse: the replacement of the existing line is getting a free ride on the poles for the Martin Lake to Athens connection.

The slide is definitely intended to give the impression that there is an extra 3 mile difference in length of new line between Route A and the Route Gx, Hx, or I paths. The length of new line for Route A should be considered as 10.4 miles When compared against the lengths for the other paths.

Additionally, there is the argument that any length of line along Isanti Co. Rd. 9 should not be counted against the Martin Lake to Athens project, as discussed later under level 2 considerations.

3. Another item on the slide is:

Lowest Impact to historical and cultural resources

This is based on a very technical definition of historical and cultural resources. Most people would consider the significant benefits of the cultural and historical significances of the Cedar Creek Eco-System Science Reserve, the Helen Allison Savanna, and the School Forest, as all discussed above, to be considered in such a statement, but they are not.

The cultural considerations referred to here is the possibility of Native American burial sites at a few points along some of the Gx, Hx, or I routes. As Noted by the work group, there are already distribution lines running in those areas. It is a hassle factor for GRE, but they do have the capability to handle the situation.

4. 2 more items on the slide:

Use three miles of existing transmission line corridor

Fewer easements – single landowner (Cedar Creek Reserve) for much of new route

These items are referring to the hassle factor to GRE of obtaining either

new easements or easements from more people. All hassle factor considerations should be viewed in light of the fact that they are temporary, and they are being utilized to make a decision that will have a permanent effect on the East Bethel area, and on 3 very extremely significant natural history resources.

Because the cities are at such a disadvantage, a city will normally hire consultants to help them with the issue and have them attend all meetings. A city should have at least 2 consultants, first an attorney who specializes in transmission line issues, and an electrical engineer whose specialty is transmission line design. For instance, Chisago County used Carol Overland as their attorney consultant and had 2 transmission line designers on their committee for their dealings with Excel Energy a few years ago(one of them was the designer of the 500 kV line running to Chisago County from Manitoba, unfortunately, he's no longer around). Carol Overland's website is at http://legalectric.org/ I have not contacted her but have read some of her testimony at the PUC that's on-line. The East Bethel Transmission Line Ordinance does say that the city has the right to hire a consultant to help handle the matter and that the transmission line company will pay their fees.

Level 2 considerations.

Level 2 involves recognizing the significance of the Athens substation and it's location on Isanti Co. Rd. 56. Isanti Co. Rd. 56 is important because of its relationship with Mau's Corner. The future potential for this corridor linking across between Hwy 169 and the Hwy 35 area is another reason East Bethel should want to avoid the link to the Athens substation.

Scenario 1: Athens to Hwy 35 north of Stacy Transmission Line

Most residents in East Bethel are probably aware that there are future plans to widen Anoka Co. Rd. 22 and use it to provide a 4 lane road between Hwy 169 at Elk River and Hwy 35. Probably not as many are aware that there are similar plans to provide a 4 lane road connecting Hwy 169 at Zimmerman to Hwy 35 north of Stacy using Sherburne Co. Rd 4, Isanti Co. Rd. 8, Isanti Co. Rd. 23, Isanti Co. Rd. 9, and Chisago Co. Rd. 17, and utilizing a new bridge to be built over the Rum River (where the Athens to Mau's Corner transmission line now crosses the river) connecting Isanti Co. Rd. 8 to Isanti Co. Rd 23. Because there are multiple counties and numbers involved, I'll refer to the combination as the Super Road. The Super Road would become a state-aid Hwy XX if/when implemented and could become an east-west equivalent of St. Hwy 65. The plans, to do this (referred to as a study) are all spelled out in the **Isanti County Transportation Plan 2006-2030 (May 2007)**, which is on the Isanti County website at http://www.co.isanti.mn.us/highway/Final%20Report%20082007.pdf and the Isanti County portion is shown on the map at page 7 of that document. Expanded views of that map are included with this letter.

As one who frequently has to travel the circuitous route that now exists between Cooper's Corner and Mau's Corner, the Super Road seems an inevitability, when you contrast that connection with the completely straight road between Mau's corner and Zimmerman.

The Isanti County Transportation plan identifies the paths for blending Isanti Co. Rd. 9 down to Isanti Co. Rd. 23 in 2 steps, one step west of Hwy 65 at the point that Isanti Co. Rd 23 turns north, and one east of Hwy 65 with 2 alternatives. Because Isanti Co. Rd. 23 lines up perfectly with Isanti Co. Rd 8 at Mau's corner, Super Road XY will be a completely straight road all the way from Hwy 169 to where it will bend to blend up to the present Isanti Co. Rd. 9. From there it will again be a fairly straight road all the way to Hwy 35.

The Super Rd. is an absolute dream road for a transmission line company because it is so straight, it has very few homes up close to the road, and it has no towns on it all the way from Zimmerman to Hwy 35. Sherburne Co. Rd. 4 on the west end of the Super Rd, is presently totally clear on the south side of the road all the way up to the intersection at Hwy 169. Contrast that with the present 69 kV Rush City-Cambridge-Princeton route which must jog around Cambridge and Princeton (see the north suburban map attached). The transmission line equivalent of the Super Road will be referred to as the Super Route. The Athens to Mau's Corner transmission line separates from the Super Road at the point that Isanti Co. Rd. 23 bends north, so the Super Route runs completely straight all the way from Hwy 169 to the Athens substation, without a curve in the roads for the complete distance.

It seems inevitable that a transmission line corridor will eventually be established along the entire Super Road route from Zimmerman to Hwy 35 (actually that seems true, whether the Super Road is built or not). Thus there will be a transmission line along Isanti Co. Rd. 9 either way, with a probable 230/69 kV substation near the 230 kV Blaine–Rush City 230 kV line similar to the Linwood substation built on Anoka Co. Rd 22. If this is true, then GRE can just tap the 69 kV line on Isanti Co. Rd. 9 with a line down Typo Creek Drive to provide a 2nd source for Martin Lake(The optimum point to do that may mean that Fish Lake need not even be involved). The above statement ignores the order with which the connections seem to be being planned, but it simply means that the costs of any line run along Isanti Co. Rd. 9 should be considered as part of the connection from Athens to Hwy 35 (north of) Stacy, rather than as costs to provide a 2nd source for Martin Lake. Thus the costs for providing the 2nd source for Martin Lake is just the tap line from Isanti Co. Rd. 9 to Martin Lake.

The fact that Isanti Co. Rd. 9 is planned for expansion in the future is not as devastating to GRE as has been implied. Note that the Mau's Corner to Crown line was built after the Isanti Co. Rd 8 possible expansion was known, and the Crown to Zimmerman connection will probably be made well before the possible expansion of Sherburne Co. Rd. 4. If the roads are widened as a State Hwy, the state would be charged for the costs of moving the lines. This would also be true for the Linwood-Martin Lake line on Anoka C. Rd. 22 if it is widened and its jurisdiction changed.

Scenario 2: No Athens to Hwy 35 north of Stacy Transmission Line

If there never is an Athens to Hwy 35 north of Stacy transmission line, then the situation is even uglier. That means the Super Route connecting the transmission line corridors at Hwy 169 and Hwy 35 (with its potential for upgrades) consists of:

a. Zimmerman to Crown along Sherburne County Rd 4 and Isanti Co. Rd 8
b. Crown to Athens along Isanti Co. Rd. 8, Isanti Co. Rd. 23, and Isanti Co. Rd 56
c. Athens to Martin Lake **(via Route A or Route Gx,Hx,I)**
d. Martin Lake to Linwood substation along Anoka Co. Rd 22

When making a decision on a transmission line issue, you want to make the decision knowing not only what the immediate ramifications are, but also what the potential is for that route far into the future.

****

As additional information:

Along the future Super Route, starting in 2008, the following has happened:

a. In 2008, the Athens substation was added.

b. In 2008, the Crown substation was added and a 69 kV under-built line was run from Mau's Corner to the Crown substation.

Also in 2008, the Linwood 230/69 kV bulk substation was added on Anoka Co. Rd 22 near the Blaine-Rush City 230 kV line. (2003-TC-N9)

According to the 2008 GRE Long Range Transmission Plan document, the following additional items are planned:

a. A Rum River 69 kV substation is planned on Isanti Co. Rd. 56/23, shown as near the Rum River. It was planned for 2010 but apparently isn't there yet. The 2008 GRE LRTP does say there is a possibility it will be put inside the Athens substation. Also, a Rum River 69 kV 3 way switch was planned for 2010.

b. A 2nd 69 kV Athens substation is planned to be built near the present Athens substation in 2012.

c. A 2nd Linwood 230/69 kV substation(breaker) will be added near the 1st Linwood substation on Anoka Co. Rd. 22 in 2012.

d. A 69 kV dbl-cct line (14.0 mi) will be added on Hwy 47 between Dalbo and St. Francis in 2012.

Once the line is added to connect the Martin Lake substation to the Athens substation, there will be a complete 69 kV transmission line corridor between the bulk substation In Linwood Township near the Blaine-Rush City 230 kV line and Elk River by the following roads:

a. Anoka Co. Rd 22 to the Martin Lake substation.
b. Route A or Route I to the Athens substation.
c. Isanti Co. Rd. 56 to Isanti Co. Rd 23 to Isanti Co. Rd. 8 to the Crown substation.
d. Isanti Co. Rd 7 to the Pipeline substation in Elk River.

A link from the Crown substation to Zimmerman along Sherburne Co. Rd. 4 would complete a corridor all the way to Hwy 169 and down to Elk River. This link is listed as an option in the 2008 GRE LRTP, and will undoubtedly eventually be done.

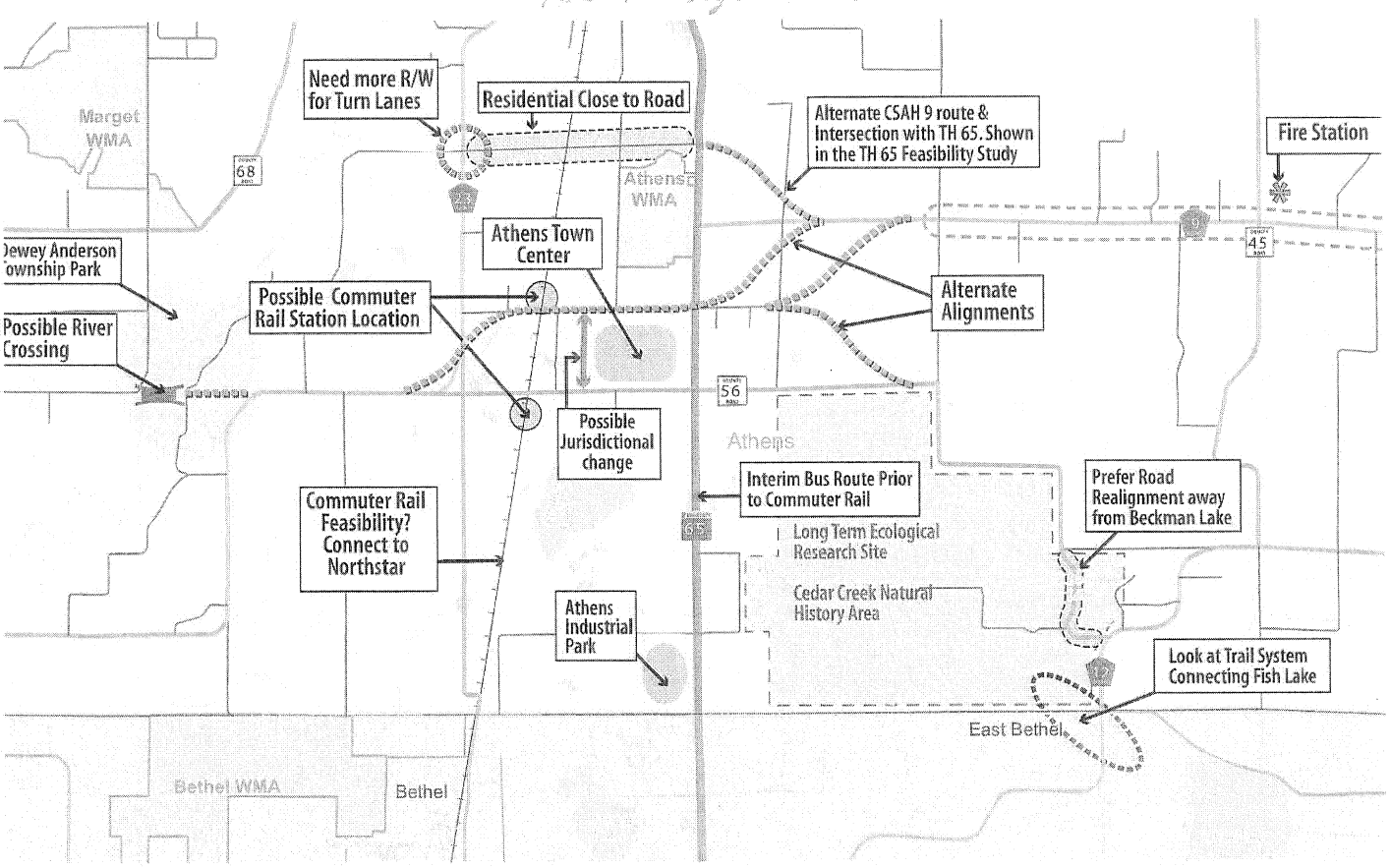
One of the optional routes for the Martin Lake to Athens connection was to utilize Anoka Co. Rd. 22 to Hwy 65. Since GRE did not want to do that, they don't plan to utilize Co. Rd 22 as a transmission line corridor between Hwy 169 and Hwy 35, which means **the Super Route is the first and probably only route south of hwy 95 to connect the two very significant transmission line corridors, and it will be the shortest of those 2 paths to the Hwy 10/Elk River area. All of this adds up to the conclusion that East Bethel should want nothing to do with the link between the Martin Lake substation and the Athens substation.**

It also appears that the Super Route is going to be used as a major north/south splitting of the grid, similar to the way the planned Dalbo to St. Francis dbl-cct 69 kV line will provide an east/west splitting of the grid between Hwy 169 and Hwy 65. Note that in the 2008 GRE Long-Range Transmission Plan, the 2 East Bethel substations (Coopers Corner on 237th Ave. and East Bethel on Co. Rd. 22 are referred to only for the Soderville area; whereas the Linwood and Athens substations are referred to relative to areas where they are the southeast corner and cover all the way up to Milaca as the northwest corner. That explains why GRE plans to run the line right by the Cooper's Corner substation and not even tie into it.

1st Map of Super Road (from Isanti County Transportation Plan)

Figure 19

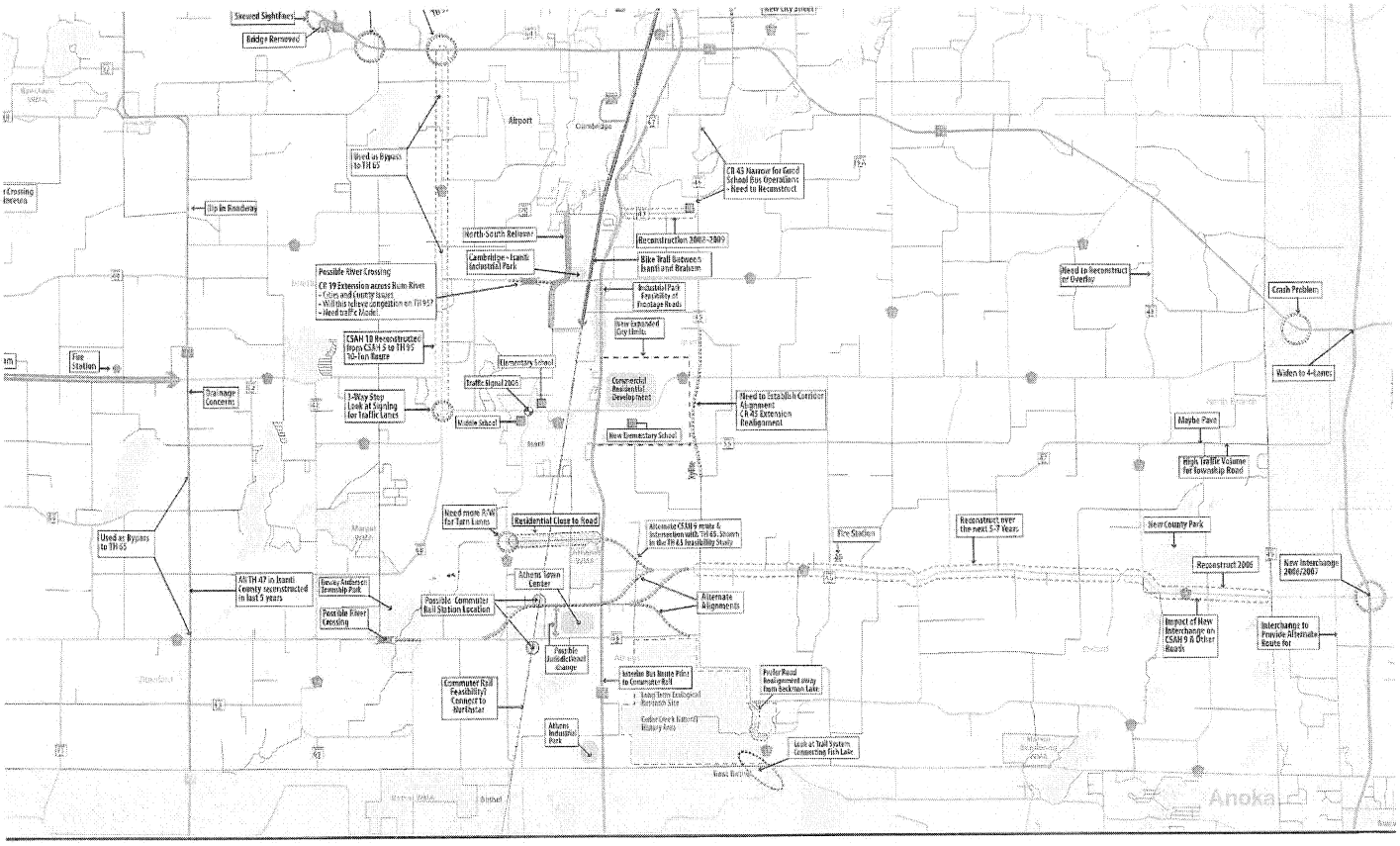
ISANTI COUNTY
TRANSPORTATION PLAN
PAGE 7 (figure 2) EXPANDED



2nd Map of Super Road (from Isanti County Transportation Plan)

Figure 20

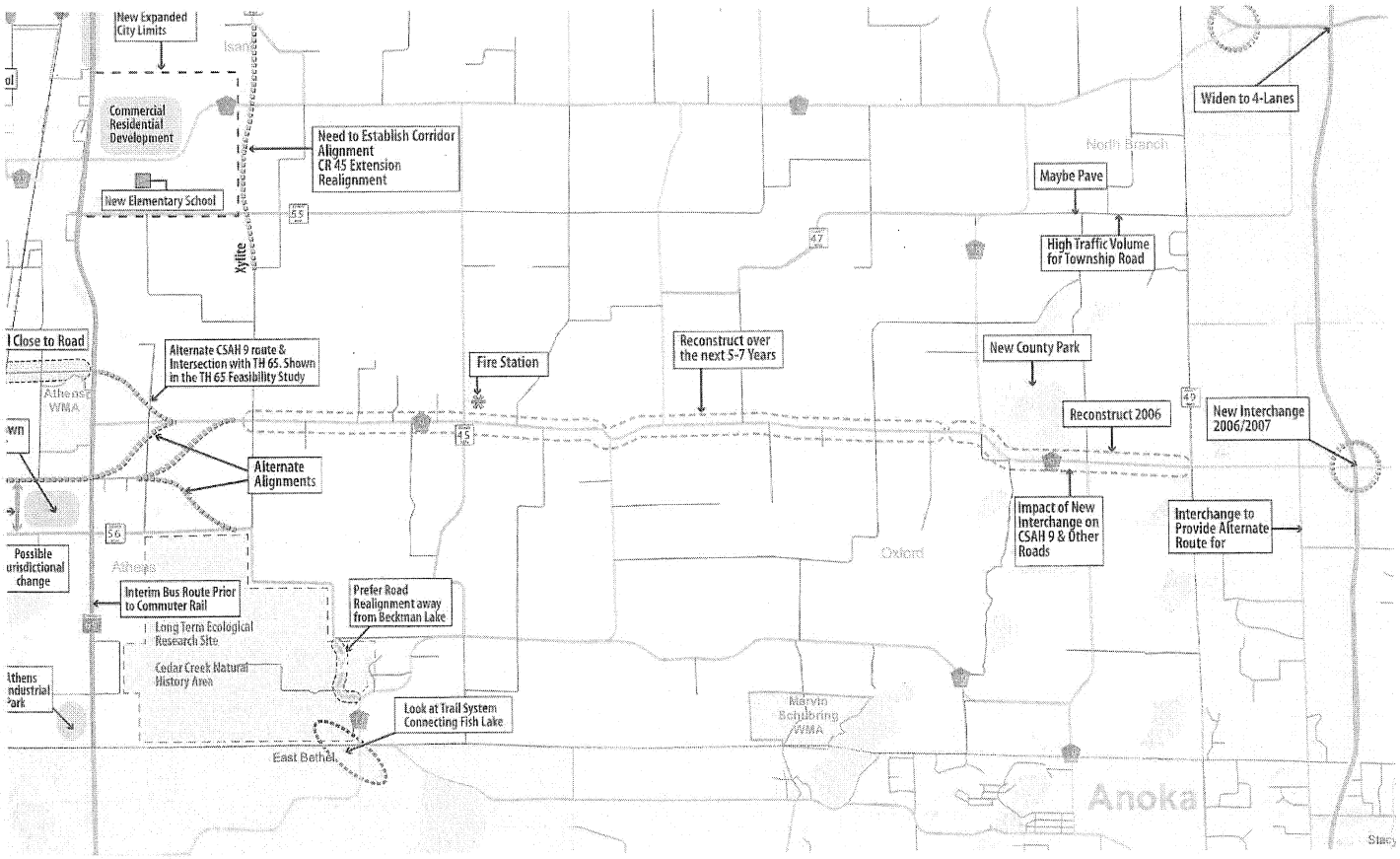
MAP 2



3rd Map of Super Road (from Isanti County Transportation Plan)

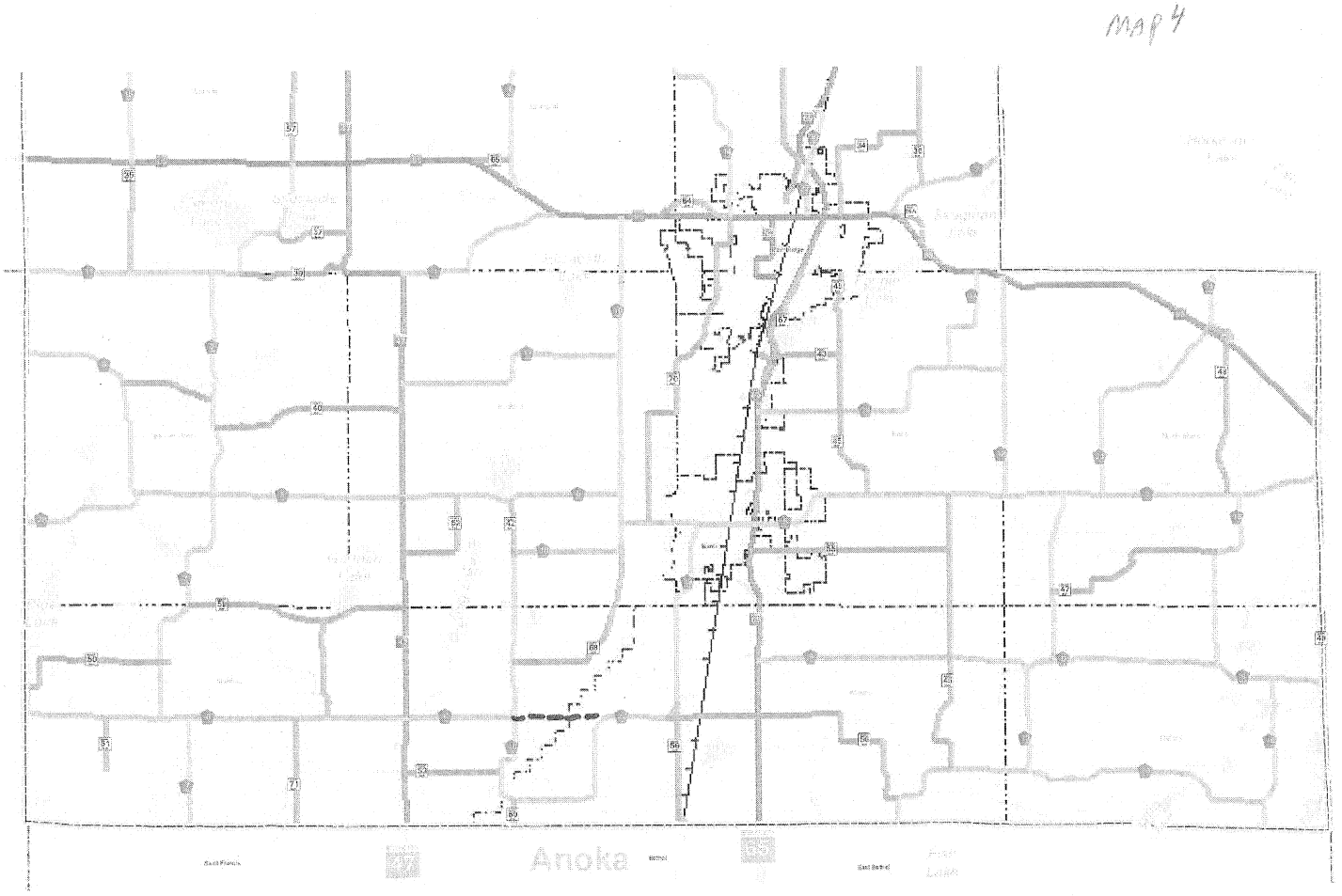
Figure 21

Map 3



4th Map of Super Road (from Isanti County Transportation Plan)

Figure 22



(dashed line indicates future bridge location)

Level 3 considerations

CapX2020 (capital expenditures thru 2020), Green Power Express, and SMARTransmission are the plans for the future in transmission lines by the transmission line companies. They are driven by the growth in demand thru the Midwest and all the way to the east coast, and the federal and state mandates for renewable energy to provide a more significant portion of the electrical energy generated. It is becoming more and more difficult to add more generating capability in the east because of population densities. The utilities in the Dakotas, Iowa, Minnesota and Manitoba want to become energy suppliers to the states to the east using a 765 kV transmission line network (there are some studies that combine that with 800 kV DC or 1000 kV DC transmission lines but presently it seems the pure 765 kV system has won out).

CapX2020 is documented in the following significant documents and site plus many other studies, presentations, plans, etc.:

a. The CapX2020 Vision document (May 2005)

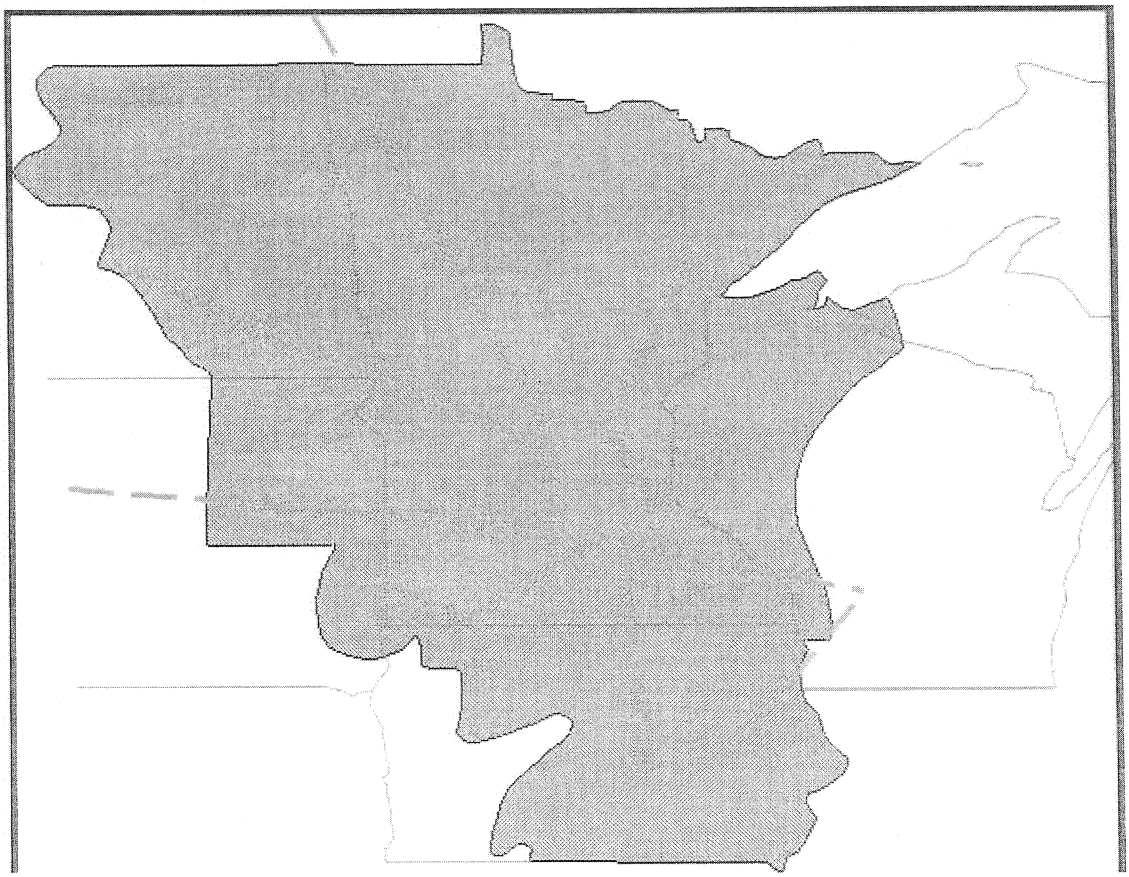
b. Sections of the 2005, 2007, and 2009 Biennial Transmission Projects Reports

c. The capx2020.com site

The Biennial Transmission Project Reports also show that a large number of upgrades have been done in the last few years, especially from 69 kV lines to 115 kV lines. Some of this is due to handling normal grid stress issues, but it is also noted that the transmission line companies are building the underlying infrastructure for the CapX2020 system.

The following is an attempt to give the relevant information about CapX2020 relative to Minnesota as compactly as possible.

CAPX2020 BASIC DIAGRAM



CAPX2020

MAY 2005 CAPX2020 VISION PLAN DEFINED SEGMENTS

CREATES 2ND TIER LOOP AROUND TWIN CITIES METRO AREA FED BY LINES FROM

A. NORTH DAKOTA (FARGO TO ST. CLOUD)
B. SOUTH DAKOTA (BROOKINGS TO HAMPTON)
C. SW MN(BUFFALO RIDGE)
D. SE MN
E. NORTHERN IOWA (2 PATHS)
F. MANITOBA(HYDROELECTRIC POWER)

OUTPUT OF LOOP TO WISCONSIN THRU LACROSSE

POWER REMOVED FROM LOOP BY "SPOKES" TO DISTRIBUTE POWER TO AREA BETWEEN 2 LOOPS AND TO SOME OUTSIDE THE 2ND TIER LOOP

PHASE 1 LINES WILL BE 345 KV LINES WITH 115 KV SPOKES

PHASE 2 LINES WILL BE DBL 345 KV LINES **WITH 115 KV SPOKES**
DECISION MADE TO BYPASS PH1 & GO TO PH2 NOW

PHASE 3 LINES WILL BE UPGRADED TO 765 KV **WITH 345 KV SPOKES**
TIME FRAME OF CAPX2030
GREEN POWER EXPRESS & SMARTransmission ARE BOTH DEPENDENT ON DEVELOPING 765 KV SYSTEMS.

ORIGINAL PLAN REMAINS INTACT BUT HAS HAD MAJOR ADDITIONS.

e.g. 2ND 500 KV LINE FROM MANITOBA TO CHISAGO
ANOTHER DAKOTAS TO WISCONSIN LINE SOUTH OF BROOKING S LINE.
ST. CLOUD QUARRY SUBSTATION TO MONTICELLO
(nuclear plant output to St. Cloud and 2nd tier loop)

2ND TIER LOOP:

```
A----------------------B
*                      *
*                      *
E************D****C
```

A = QUARRY SUBSTATION IN WAITE PARK
B = CHISAGO CITY
C = PRAIRIE ISLAND (2nd nuclear plant)
D = HAMPTON
E = GRANITE FALLS

COMPLETION SCHEDULE OF CAPX2020 GROUP 1 SEGMENTS IS SHOWN IN TIMELINE SECTION.

THE WAITE PARK TO CHISAGO CITY SEGMENT IS EXPECTED TO BE ON HWY 95 OR NORTH OF HWY 95. IT IS A CAPX2020 GROUP 2 PROJECT.

THE FEDERAL GOV'T HAS THE POWER TO TAKE OVER CONTROL FOR THE PERMITTING OF ANY TRANSMISSION LINE PASSING POWER THRU A STATE (I.E. IF THEY FEEL THE STATE PUC ISN'T GETTING IT DONE FAST ENOUGH). SO FAR HAVEN'T DONE IT.

RADIAL LINES (SPOKES) FROM WAITE PARK TO CHISAGO CITY SEGMENT =
HWY 65, HWY 47, HWY 169, HWY 35(?) (not documented, but using common sense leads to this conclusion)

The web contains all kinds of information concerning CapX2020, Green Power Express, and SMARTransmission. In order to keep this reasonably short, I will leave it at that.

In the nearly 2 years since GRE changed their preferred route to run the under-built 69 kV line through East Bethel, no one from GRE/Connexus has ever mentioned CapX2020. This is another example of "don't present anything that goes against the cause".

The significance of the Capx2020 plans to East Bethel is that Hwy 65 will be a corridor for a "spoke" from the Waite Park to Chisago City segment of the 2nd tier loop, to the inner loop. Therefore, Hwy 65 will initially have a 115 kV line running down through Cambridge, Isanti, East Bethel, Soderville, etc., and if/when demand needs it, a double 115 kV line. Further, in the future, after the CapX2020 2nd tier loop is upgraded to 765 kV and load demand requires it, the 115 kV lines will be upgraded to 345 kV. This all belies the story that the Hwy 65 corridor will have problems in the future, further evidence that East Bethel gains nothing from the connection of the Martin Lake substation to the Athens substation.

The first evidence that GRE plans to run such a 115 kV line on Hwy 65 shows up in the 2008 GRE Long Range Transmission plan. It shows that in 2014 they plan to replace the present 2.5 miles of 69 kV line between Soderville and the East Bethel substation with a 115-69 kV line, so in a couple years, they should be notifying East Bethel of this project.

The 115-69 kV nomenclature means that they will replace the 69 kV wire (reconductor), but place it on new poles which are completely set up to double circuit a 115 kV line above it, but not string the wire for the 115 kV line. The 115 kV line can then be easily added later, when, for instance, the CapX2020 loop segment is in place to provide a 345/115 kV source.

Further, the LRTP shows that GRE plans to rebuild the Blaine to Soderville segment to a 115-69 kV line in 2024. There will be 2 more LRTP plans before 2020, one in 2013, and one in 2018; so, the timeline for this and other segments can be moved up, if needed, to coincide with the completion of the 2nd tier loop by 2020.

The 2008 GRE Long Range Transmission Plan document shows that the Cooper's Corner substation was not predicted to have either voltage deficiency or overload problems until the year 2020. These predictions were based on demand growth predictions that were made before the economic slump, when the Minnesota overall demand annual growth rate prediction was 2.49%. The Minnesota Legislature mandated that the utilities develop savings

programs to limit the demand growth rate to 1.5% annually, and the economic slump probably made that easy to achieve. Even in the Athens to Martin Lake project document from Aug, 2010, and indeed repeated in the CUP request being presented to the Planning Commission on March 22, the table shows the prediction of 2010 to be a boom year, seeing demand increasing 18.4% from the previous year. That didn't happen. The result is that the real date for Cooper's Corner substation to have problems has been slid considerably; thus the CapX2020 2nd tier loop which isn't driven by local demand growth, but by the utilities desire to transmit power east, should be in place before it has issues.

Two other interesting facts from the GRE 2008 LRTP to note is that in 2018, GRE plans to complete the 230 kV loop around the north suburban area by building a new Rush City-Cambridge-Princeton-Milaca 230 kV line. Further, they plan to build a new Chisago County-Rush City- Cambridge-Princeton-Benton County 345 kV line, double-circuiting it with the 230 kV line between Cambridge and Princeton along Hwy 95. So at about the time CapX2020 will be looking for a route for its dbl 345 kV lines around St. Cloud from the new Quarry substation to run east to the Chisago County corridor and Chisago City, GRE is establishing a 345/230 kV corridor along Hwy 95. Whether CapX2020 will actually partially share that corridor or find its own (it has to plan for the ROW for a later upgrade to a 765 kV line and CapX2020 is so big it can go wherever it wants), isn't publicly known yet.

It is interesting to note that the 230 kV line plus the 115 kV CapX2020 spoke line on Hwy 65 basically means that GRE plans to implement option 4 of the GRE proposal(the $124M option) relative to the CapX2020 timeframe.

I found the following **Timeline** document to be necessary and very helpful in keeping things straight, seeing the time relationships, and tying things together in the level 2 and 3 considerations. Also the included map of the North Suburban area as defined in the GRE 2008 LRTP really helps. This map is a view generated from the state map at

http://www.gda.state.mn.us/maps/ElecTran07.pdf

TIMELINE

1992

?	MINNETONKA T LINE ORDINANCE

2001

AUG	CHISAGO COUNTY T LINE ORDINANCE
NOV	2001 BIENNIAL REPORT

2002

2003

NOV	2003 BIENNIAL REPORT (BL-FL-RC IDENTIFIES 3 OPTIONS)($11M - $18M - 9M) (GRE RECOMMENDED #1) (EAST BETHEL NOT TOLD OF PLAN) (#2003-TC-N9 START)

DEC GRE 2003 LONG RANGE PLAN (NO LONGER AVAILABLE)

2004

ALL YEAR LPVPCEEBRC

MAY CAPX2020 GROUP STARTED

2005

MAY CAPX2020 VISION PLAN RELEASED (IDENTIFIED SEGMENTS)
CAPX2020 TECHNICAL UPDATE
(MN LOAD GROWTH RATE OF 2.49% FOR 2009-2020)

NOV 2005 BIENNIAL REPORT (STATES OPTION #1 IS CHOICE)

2006

? EXTRA EMINENT DOMAIN POWERS GIVEN TO T LINE CO.S

2007

MAY ISANTI COUNTY TRANSPORTATION PLAN 2006-2030

NOV 2007 BIENNIAL REPORT

2008

JUL WORK ON #2003-TC-N9 COMPLETED ($6.75M SPENT)
LINWOOD 230/69 KV SUBSTATION ON ANOKA CO. RD 22

SEP JOINT COORDINATED SYSTEM PLAN (JUST A STUDY)
(FULL PLAN FOR DELIVERY EAST) (INCLUDES 1000 KV HVDC)

? CROWN SUBSTATION ADDED ON ISANTI CO. RD. 8. (69 KV LINE FROM MAU'S CORNER)

? ATHENS SUBSTATION ADDED ON ISANTI CO. RD 56

? ATHENS TOWNSHIP SAID NO TO ORIGINAL ROUTE TO ATHENS SUBST. FROM EAST THRU ATHENS TOWNSHIP AND TOLD GRE TO LOOK TO THE SOUTH.

DEC GRE 2008 LONG RANGE PLAN

DEC EB COUNCIL INFORMED OF ORIG ROUTE

2009

FEB HOUSTON ENG ROUTE ANALYSIS

FEB GREEN POWER EXPRESS ANNOUNCED
(12,000 MW WIND) (3000 MI OF 765 KV LINES IN 7 STATES)

MAR CAPX2020 CAPACITY VALIDATION STUDY

APR OPEN HOUSE MEETING FOR EB RESIDENTS (NEW PATH) (EB CITY COUNSIL NOT TOLD OF MEETING)

? SCHOOL FOREST COMMITTEE SAID NO TO GRE PLAN TO CUT SWATH ACROSS FRONT AND ALONG EASTERN EDGE OF SCHOOL FOREST.

? HELEN ALLISON SAVANNA SAID NO TO RUNNING LINE ON THEIR LAND

NOV 2009 BIENNIAL REPORT

DEC XCEL PREDICTS THAT THEY WILL GET MN LEGISLATURE TO DROP BAN ON MORE NUCLEAR PLANTS IN 2010

2010

MAY EXTRA EMINENT DOMAIN POWERS GIVEN TO T LINE CO.'S RESCINDED

JUL SMARTransmission ANNOIUNCED BY UTILITY CARTEL INCLUDING XCEL, GRE

(56,800 MW WIND) (10,985 MI OF 765 KV LINES IN 11 STATES)

AUG GRE PRESENTS ROUTE PLAN (WITH A & B) TO EAST BETHEL (LISTED 4 OPTIONS)

DEC GRE ATHENS-MARTIN LAKE ROUTE EVAL (ROUTES A-G1)

DEC NSP SYSTEM: 10-YEAR TRANSMISSION PLAN/ 20-YEAR SCENARIO

? RUM RIVER SUBSTATION (CO.RD 56)

2011

? BEMIDJI-GRAND RAPIDS CAPX GP1 SEG TO BE COMPLETE

DEC ST. CLOUD-MONTICELLO CAPX SEG TO BE OPERATIONAL

2012

? 2ND ATHENS SUBSTATION (CO RD 56)

? Athens 69 kV 3-way switch

? 2ND LINWOOD 230/69 KV SUBSTATION(BREAKER)

? DALBO-ST. FRANCIS 69 KV DBL CCT LINE (14.0 MI)

2013

2014

? SODERVILLE-EAST BETHEL 115-69 KV REBUILD (2.5 MI)

2015

? FARGO-ST. CLOUD CAPX GP1 SEG TO BE COMPLETE (TO QUARRY SUBST.)

? BROOKINGS-GRANITE FALLS-HAMPTON CAPX GP1 SEG TO BE COMPLETE

? HAMPTON-ROCHESTER-LACROSSE CAPX GP1 SEG TO BE COMPLETE

2016

? CAMBRIDGE EAST SUBSTATION

2017

? ORROCK 345/115 KV SOURCE

2018

? RUSH CITY- MILACA 230 KV LINE (CHART SHOWS 2020)
(THIS WOULD COMPLETE 230 kV LOOP AROUND NORTH SUBURBAN AREA)

? CHISAGO COUNTY- RUSH CITY 345 KV LINE (TIED TO CAPX)

? RUSH CITY- DALBO COUNTY 345 KV LINE
(DBL CCTED WITH RUSH CITY-DALBO 230 KV LINE)

? DALBO-BENTON COUNTY 345 KV LINE

? 345/230 KV SUBSTATION AT RUSH CITY

201?

? ST. CLD QUARRY SUBSTN-CHISAGO CITY XCAP GP2 SEG TO BE COMPLETE
(DBL 345 KV LINE)

2020

? COOPER'S CORNER PREDICTED TO HAVE OVERLOAD AND VOLTAGE
DEFICIENCY PROBLEMS (USING PRESLUMP NO.S)

DEC SCHEDULED COMPLETION OF ALL ORIG CAPX2020 PROJECTS

2024

? BLAINE-SODERVILLE 115-69 KV REBUILD (10.96 MI)

2027

? CARLOS AVERY SUBSTATION

20?? ? ANOKA CO. RD. 22 EXPANDED TO 4 LANES.

20?? ? ISANTI CO. RD. 9 EXPANDED TO 4 LANES AND DROPPED TO CO. RD 56/23.
ISANTI CO. RD. 8/SHERBURNE CO. RD. 4 EXPANDED TO 4 LANES.
NEW BRIDGE OVER RUM RIVER CONNECTING CO. RD 8 AND CO. RD 23/56
(ABOVE ITEMS PROVIDE 4 LANE HIGHWAY CONNECTING TH169 AT
ZIMMERMAN TO HWY 35 NORTH OF STACY)

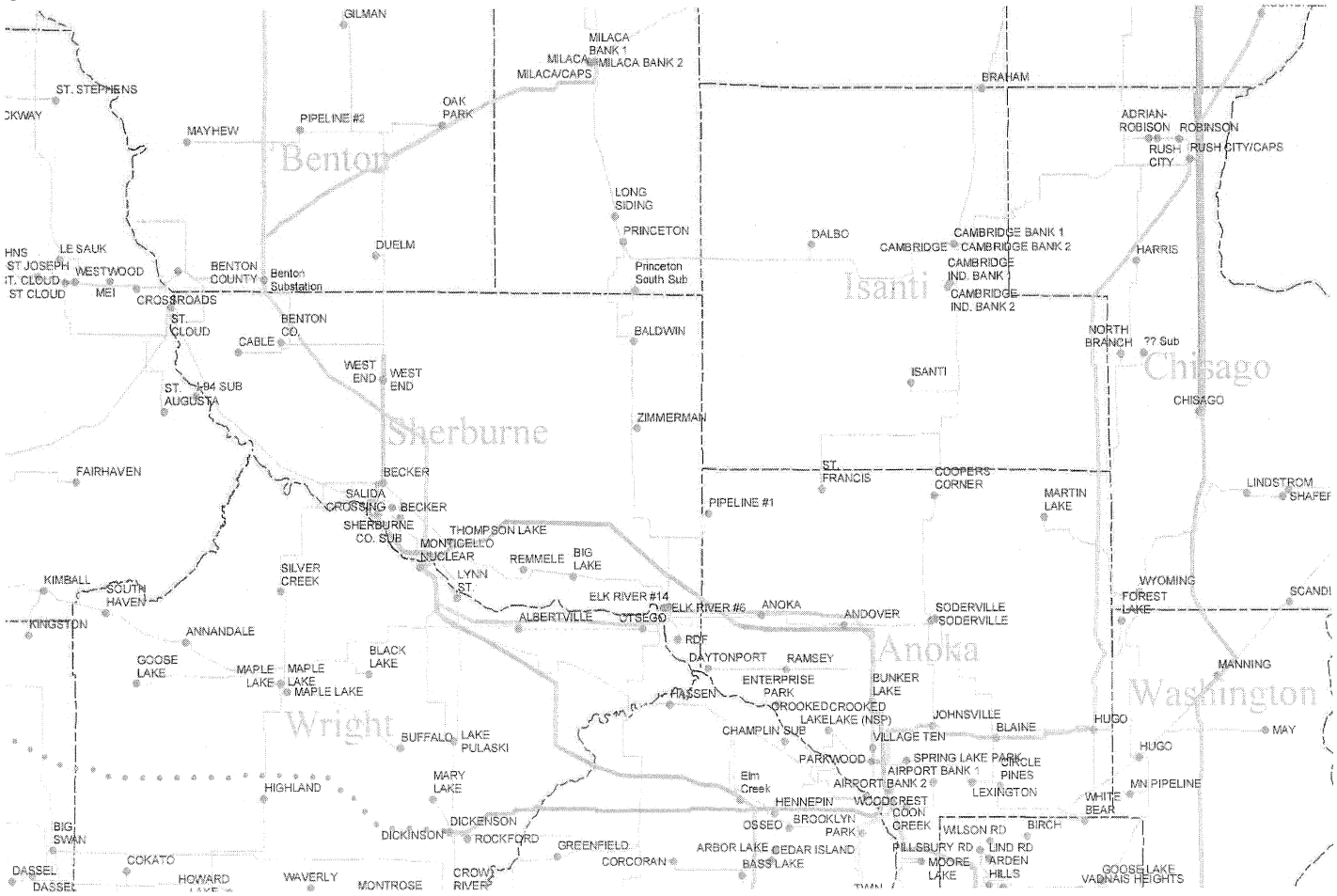
COLOR CODE:

CAPX2020/GREEN POWER EXPRESS/SMARTransmission RELATED ITEMS
ITEMS FROM 2003 BIENNIAL REPORT OR THE NON-AVAILABLE GRE 2003 LONG RANGE PLAN
ITEMS FROM GRE 2008 LONG RANGE PLAN
ITEMS FROM ISANTI COUNTY TRANSPORTATION PLAN 2006-2030

****

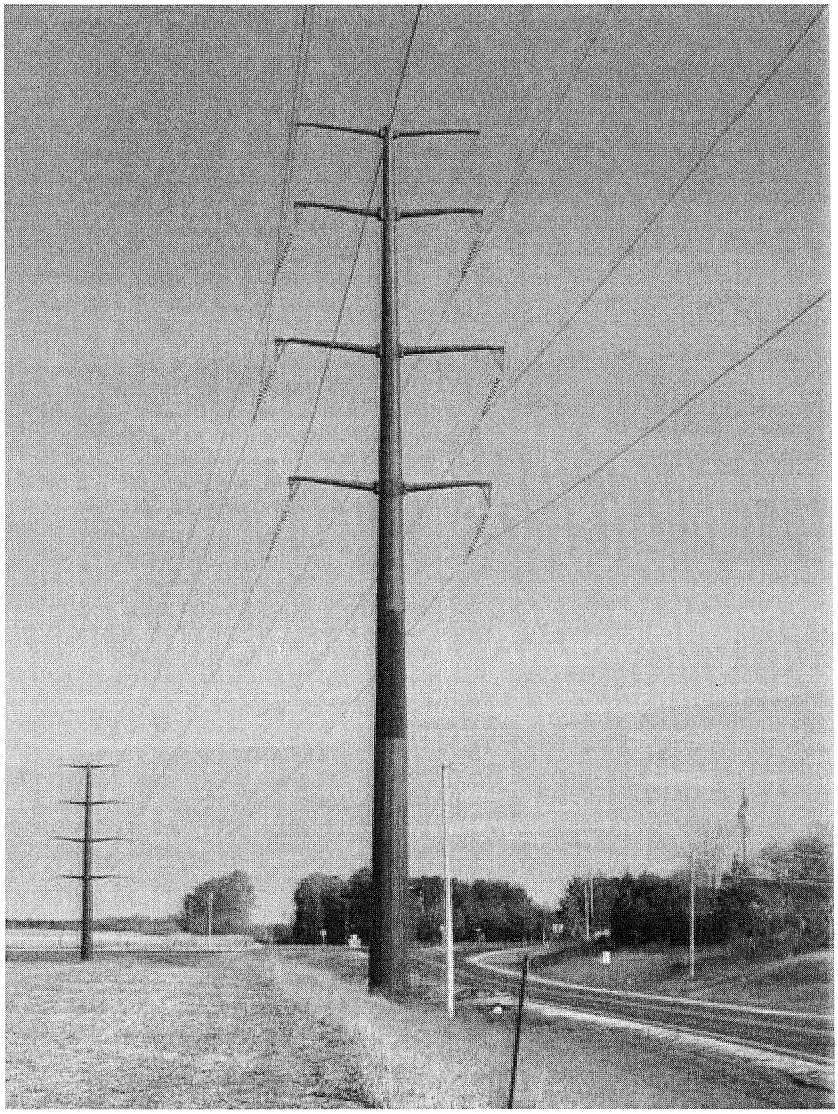
North Suburban Transmission Line Map (2007)

Figure 23



BEYOND ROUTE A VS. ROUTE Gx, Hx, I

The following has little to do with the route choice considerations to connect Martin Lake to Athens, but knowledge of the CapX2020/2030 plans raises some significant questions relative to the fact that it shows future intent to have the Hwy 65 corridor contain a 345 kV transmission line (perhaps even eventually a double 345 kV transmission line) with it's ROW requirement of 200 feet (100 feet on each side) and grey steel poles that look like below: (actual poles can be seen on Hanson Blvd north of Bunker Lake Blvd. in Blaine)



At what point should East Bethel be planning for this ?? If someone owns a business on Hwy 65 or is thinking about one, you'd think they would want to know about it and where it would be. It's easier to plan if you know about it ahead of time, rather than try to fit it in later after more development has occurred without allotting for it.

The present 69 kV Blaine-Dalbo line has been allowed to extensively get outside the Hwy 65 ROW through East Bethel. A 345 kV line probably shouldn't be allowed to do that.

The MNDOT requirement for transmission lines in the ROW for a state Hwy is that they have to be placed in the outside 5 feet of the HWY ROW. I don't know if the present Hwy 65 ROW will be expanded wider in the future when Hwy 65 through East Bethel starts looking more like Hwy 65 through Blaine, or if that ROW width is known.

When GRE comes to East Bethel about upgrading the Soderville-East Bethel line to 115-69 kV in a couple years, is that a good time to grant a new route ROW for that line and plan for the continuation of that line through the rest of East Bethel, keeping it within the Hwy 65 future ROW and allowing for the ROW of a future 345 kV line ?? There are definitely some problems in doing that but definitely some real advantages if the line is planned that way at that time.

One problem is the presence of under-built distribution lines on segments of the present 69 kV line through East Bethel and how to handle them. In pulling the transmission line back inside the Hwy 65 ROW, the segments of the distribution lines have to be kept operational and some segments might move with the transmission lines and some might not, so some re-linking of distribution line segments by Connexus might be needed.

One place the present Blaine-Dalbo 69 kV line gets well outside the Hwy 65 corridor is from the Cooper's Corner substation to the Athens substation. Although the University granted the ROW for a 69 kV line along their western edge, they might not be happy about granting the ROW for a 345 kV line, and actually the sum of the ROW widths for a 345 kV line and a 69 kV line. Another reason the 345 kV spoke line should be restricted to the Hwy 65 ROW. (In this area, that would have to be coordinated with Athens Township).

TRANSMISSION LINE SITES: (items in red are more significant)

Minnesota's Electric Transmission Planning :

http://www.minnelectrans.com/

Biennial Transmission Projects Reports (2001, 2003, 2005, 2007, 2009)
http://www.minnelectrans.com/reports.html

CapX2020
http://www.capx2020.com/index.html

http://www.capx2020.com/Gallery/openhouse/Images/board_10.html

Minnesota County and Municipal Ordinances:

http://www.lawlibrary.state.mn.us/ordinance.html http://municode.com/Default.aspx

Chisago County Transmission Line and Distribution Line Ordinance:

http://www.co.chisago.mn.us/FileUpload/Library/0801bdmin.htm

Studies/Plans

CapX2020 Vision Plan May 2005
http://www.capx2020.com/Images/5-11-05%20CapX2020%20Tech%20Update.pdf
Capacity Validation Study March 2009
http://www.minnelectrans.com/documents/capacity-study/cvsreport.pdf
GRE Long-Range Transmission Plan Oct, 2008 (sec. E (north suburban) and sec. M(bulk))
http://www.greatriverenergy.com/deliveringelectricity/planningforthefuture/doc083180.pdf
Isanti County Transportation Plan 2006-2030 May 2007
http://www.co.isanti.mn.us/highway/Final%20Report%20082007.pdf

MAPS:

Minnesota State map of existing transmission lines (2007)
http://www.gda.state.mn.us/maps/ElecTran07.pdf

County maps showing existing transmission lines: (way behind, esp. on T lines)
http://www.dot.state.mn.us/maps/cadd/county/anoka.pdf (Anoka County)

http://www.dot.state.mn.us/maps/cadd/county/isanti.pdf (Isanti County)

http://www.dot.state.mn.us/maps/cadd/county/sherburne.pdf (Sherburne County)

http://www.dot.state.mn.us/maps/cadd/county/chisago.pdf (Chisago County)

http://capx2020.com/routemaps/FSC_8.9.10-2X.htm (Fargo to St. Cloud Optional Paths Map)

http://capx2020.com/routemaps/SCM-routemaps.html (St. Cloud to Monticello Final Path Map)

MISC. sites

http://nocapx2020.info/

http://nocapx2020.info/wp-content/uploads/2008/12/capxbriefcetf12-5-08.pdf **(brief)**

http://nocapx2020.info/wp-content/uploads/2010/05/recommendation-20105-50577-01.pdf

http://nocapx2020.info/wp-content/uploads/2010/10/rowandeasementfactsheettocommission2c102610.pdf

http://nocapx2020.info/wp-content/uploads/2010/10/rowandeasementfactsheettocommission2c102610.pdf

http://legalectric.org/ atty (Red Wing)

http://www.oah.state.mn.us/cases/chisago/crvc.pdf

http://www.powerlinefacts.com/Vitelli.pdf (Xcel response to med arg)

http://www.dot.state.mn.us/utility/puc/letter-guidelines.pdf (MNDOT requirements)

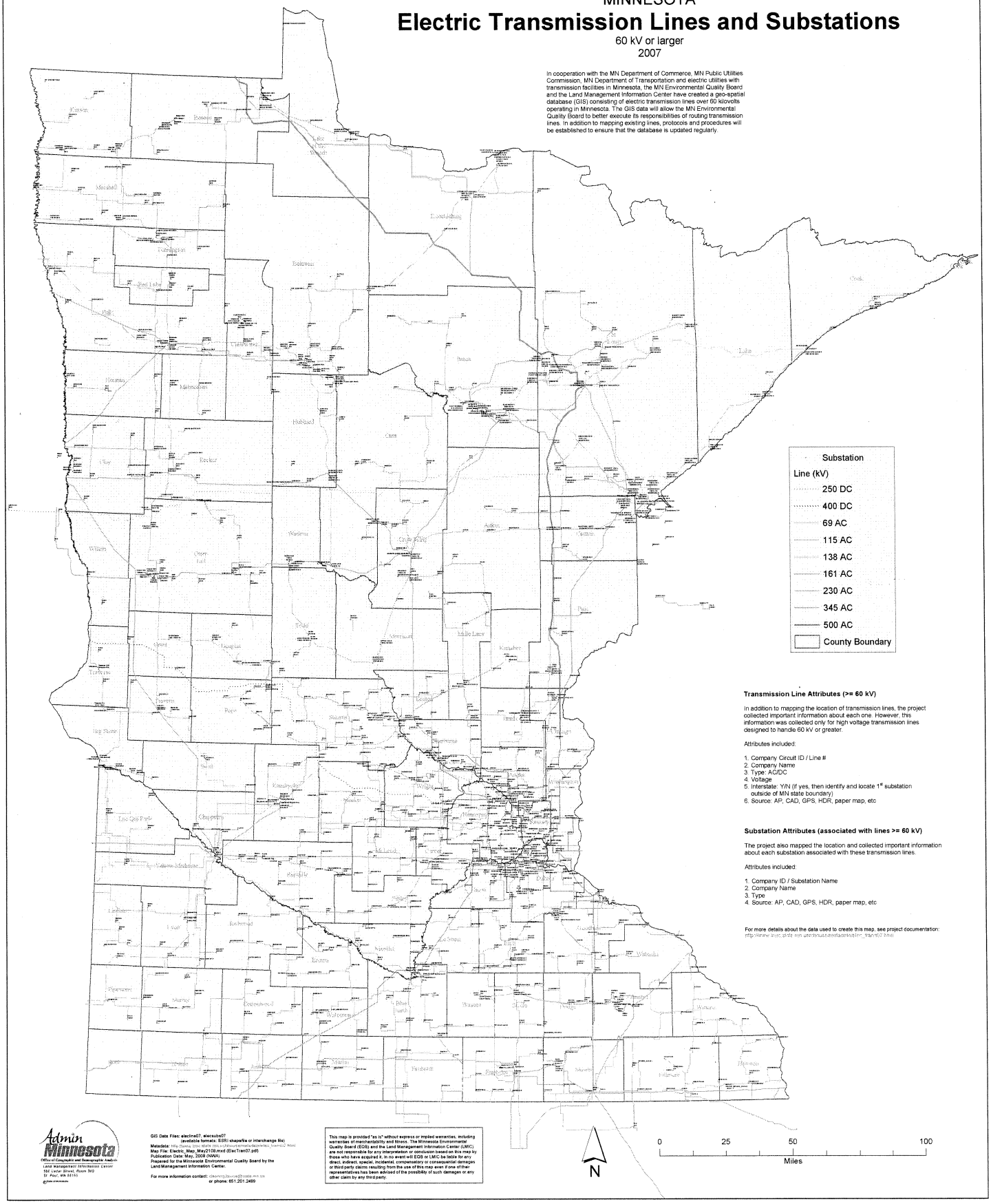
One final note: at the Planning Commission meeting, a Commission member asked Mr. Schaub if it was true that when they did do an upgrade to over 100 kV, would they then have to go to the state for further permits. Mr. Schaub's answer was yes, but that is not the full story. In Minnesota, when upgrading to a line in the 100 KV to 199 kV range(115 kV and 161 kV are the 2 choices used in MN) the transmission company can, at their discretion, opt for local control and come back to the city to obtain the permit, which they may be wont to do if they had received a weak response previously from the city. If local review is pursued, a permit from the PUC is not required.
(see http://energyfacilities.puc.state.mn.us/Docket.html?Id=3855)

MINNESOTA

Electric Transmission Lines and Substations

60 kV or larger
2007

In cooperation with the MN Department of Commerce, MN Public Utilities Commission, MN Department of Transportation and electric utilities with transmission facilities in Minnesota, the MN Environmental Quality Board and the Land Management Information Center have created a geo-spatial database (GIS) consisting of electric transmission lines over 60 kilovolts operating in Minnesota. The GIS data will allow the MN Environmental Quality Board to better execute its responsibilities of routing transmission lines. In addition to mapping existing lines, protocols and procedures will be established to ensure that the database is updated regularly.



Transmission Line Attributes (>= 60 kV)

In addition to mapping the location of transmission lines, the project collected important information about each one. However, this information was collected only for high voltage transmission lines designed to handle 60 kV or greater.

Attributes included:

1. Company Circuit ID / Line #
2. Company Name
3. Type: AC/DC
4. Voltage
5. Interstate: Y/N (if yes, then identify and locate 1st substation outside of MN state boundary)
6. Source: AP, CAD, GPS, HDR, paper map, etc

Substation Attributes (associated with lines >= 60 kV)

The project also mapped the location and collected important information about each substation associated with these transmission lines.

Attributes included:

1. Company ID / Substation Name
2. Company Name
3. Type
4. Source: AP, CAD, GPS, HDR, paper map, etc

For more details about the data used to create this map, see project documentation: http://www.lmic.state.mn.us/chis/publications/electric_transmission/

Admin Minnesota
Office of Geographic and Demographic Analysis
Land Management Information Center
658 Cedar Street, Room 300
St. Paul, MN 55155
gis@state.mn.us

GIS Data Files: elecline07, elecsubs07
(available formats: ESRI shapefile or interchange file)
Metadata: http://www.lmic.state.mn.us/disclaimer/metadata/elec_trans07.html
Map File: Electric_Map_May2108.mxd (ElecTrans07.pdf)
Publication Date: May, 2008 (NMA)
Prepared for the Minnesota Environmental Quality Board by the Land Management Information Center.

For more information contact: (Name) (Email) or phone: 651.201.2489

This map is provided "as is" without express or implied warranties, including warranties of merchantability and fitness. The Minnesota Environmental Quality Board (EQB) and the Land Management Information Center (LMIC) are not responsible for any interpretation or conclusion based on this map by those who have acquired it. In no event will EQB or LMIC be liable for any direct, indirect, special, incidental, compensatory or consequential damages or third party claims resulting from the use of this map even if one of their representatives has been advised of the possibility of such damages or any other claim by any third party.

GREAT RIVER
ENERGY®

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March 4, 2011

WO # 54101
Athens – Martin Lake

Stephanie Hanson, City Planner
East Bethel Planning Commission
2241 221st Avenue, NE
East Bethel, MN 55011

SUBJECT: Great River Energy 69 kV Transmission Line Route Conditional Use Permit Application

Dear Commissioners and Ms. Hanson:

Please accept this letter and accompanying documents as Great River Energy's application for a Conditional Use Permit (CUP) for the construction of a 69 kV transmission line in East Bethel between the northern boundary of Athens Township and the eastern boundary of Linwood Township. Specifically, please find the following accompanying this letter:

- CUP/Land Permit Application
- check for $1,500.00 for CUP fee and Escrow
- 10 copies of the CUP application/project explanation
- Landowner list and route photos with property lines

In brief, Great River Energy is a generation and transmission cooperative electric company that supplies wholesale power to 28 distribution cooperatives in Minnesota and Wisconsin, including Connexus Energy and East Central Energy. In order to meet increasing demands for electricity and improve reliability of electric service in part of the Connexus and East Central service areas, Great River Energy proposes to construct a 69 kV line from Great River Energy's Athens Substation, in Athens Township, to the Connexus Energy Martin Lake Substation in Linwood Township.

The purpose of this application is to request a conditional use permit (CUP) for: 1) rebuilding to double-circuit, a portion of Great River Energy's existing 69 kV SC transmission line from the Athens/East Bethel border, south to the Coopers Corner substation on 237th Avenue NE; and, 2) build a single circuit 69 kV line, with some underbuild (distribution line on the structures beneath the transmission line) that would run from the Coopers Corner substation east, along 237th Avenue, then south along Gopher Drive, NE, and then east again along 229th Avenue NE (a/k/a CSAH 26), to the

Attachment #10

Direct Dial (763) 445-5976 E-mail pschaub@grenergy.com Fax (763) 445-6776

border of East Bethel at Sunset Road NE. The total length of the route is approximately 10.4 miles. Approximately 5.8 miles will be in East Bethel. The route is described in greater detail in the accompanying materials. Great River Energy does not own the property on which it constructs transmission lines but instead acquires use of the property through easements and leases. We do not currently have any interest in the property but will acquire such interests upon approval of the Conditional Use Permit.

We look forward to working with you and we hope this, and the other information we have provided to the city proves helpful. If you require additional information or have any questions regarding our application, please contact me at your earliest convenience. Thank you for your consideration in this matter.

Sincerely,

GREAT RIVER ENERGY

Peter M. Schaub
Sr. Field Representative

PS:ve\R:\T LINES\CO-LA (Athens - Martin Lake) #54101\East Bethel CUP App ltr 3_4_2011.doc

Direct Dial (763) 445-5976 E-mail pschaub@grenergy.com Fax (763) 445-6776

Great River Energy

ATHENS TO MARTIN LAKE 69 KV TRANSMISSION LINE PROJECT

Application for City of East Bethel Conditional Use Permit

MARCH 2011

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Table A-5 Calculated Magnetic Fields (mG) for Proposed 69 kV Transmission Line Designs

LIST OF ACRONYMS

ACRONYMS	
ASCE	American Society of Civil Engineers
Cedar Creek Reserve	Cedar Creek Ecosystem Science Reserve
Connexus	Connexus Energy
CSAH	County State Aid Highway
Corps	Army Corp of Engineers
db(A)	Decibels A-Weighting
DNR	Minnesota Department of Natural Resources
EPA	Environmental Protection Agency
EQB	Environmental Quality Board
G	Gauss
Hz	Hertz
IEEE	Institute for Electrical and Electronics Engineers
kV	Kilovolt
kV/m	Kilovolt per meter
mG	Milligauss
MnDOT	Minnesota Department of Transportation
NAC	Noise Area Classifications
PI	Point of Inflection
RF	Radio Frequency
WMA	Wildlife Management Areas

Executive Summary

Great River Energy is proposing an upgrade to the area electric system in response to growth and development over the past decade in the city of East Bethel and neighboring communities. The project involves building a transmission power line to connect two substations, the Athens Substation in Athens Township and the Martin Lake Substation in Linwood Township. Of the proposed 10.4 mile power line, approximately 5.8 miles would be constructed within the boundaries of the city of East Bethel, with the rest in Athens and Linwood townships.

Great River Energy is a not-for-profit wholesale electric cooperative owned by 28 member distribution cooperatives, including Connexus Energy and East Central Energy. Great River Energy has a responsibility to provide safe, reliable electric service to its member cooperatives so they can meet the needs of their member-consumers.

In proposing this project Great River Energy is serving its member-owners, including those in the city of East Bethel, by:

- Proactively addressing needs on the electric system
- Preparing for future community growth in the area, which will lead to a need for more electricity
- Exercising fiscal responsibility

This document provides detailed technical information that addresses the reasons this project has been proposed, as well as concerns outlined in the city of East Bethel's ordinance regulating transmission lines. Detailed information is included about the following:

- **Purpose of the project.** Based on current use of electricity and projected demand, the proposed Athens-to-Martin Lake 69-kV transmission line project is required to maintain the reliable operation of the electric transmission system. In an effort to manage the cost of electricity during these economic times, Great River Energy's budget for new projects has been reduced significantly. Only high priority projects are moving forward at this time, and this is one of those projects. See pages 4 through 8 for a review of the area electric transmission grid and weaknesses on the system.

- **No-build alternative.** The risks involved in not connecting these two substations with a transmission line are serious. Pages 11 through 13 describe the following consequences:

    - Low voltage problems, which can damage the motors of appliances such as refrigerators and air conditioners.
    - Damage to very costly electric system equipment.
    - Possible need for rotating blackouts, which, though rarely needed, are serious.

- **Transmission line options.** Great River Energy examined four options for building a transmission line to remedy the system weaknesses. One option (the option being proposed) involves building a 10.4 mile, 69-kV transmission line to connect the Connexus Energy Martin Lake Substation and the Great River Energy Athens Substation. Although the other three options are possible to build from an engineering standpoint, they are poor options because they require building longer, higher voltage transmission lines, actually add exposure to lines and reduce reliability, would require construction outages and would have significantly greater environmental impact.

- **Where to build the line.** Determining where to build a power line is referred to as "routing." Great River Energy, working with the East Bethel Work Group reviewed the area around the substations for preliminary routing options and identified 14 possible routes. The routes designated Route A and Route I were identified as the two primary options. Based on industry standard routing criteria, Route A, which involves rebuilding 3 miles of an existing transmission line and constructing approximately 7.4 miles of new line, is the best option for the following reasons:

    - Majority to be built on Cedar Creek Reserve rather than private property – fewer landowners and easements
    - Least impact to historical and cultural resources, plants, animals, wetlands and public waters
    - Best engineering option – best soil, fewest turns and curves
    - Shortest in length
    - Most cost effective
    - Opportunity for Connexus Energy to reduce costs by working with Great River Energy.

- **Other specifics required in ordinance.** Technical analysis of other information requested in the ordinance also is included.

  - Tree and vegetation removal – Utilities must maintain an area clear of any trees, objects, buildings, etc. for safety and reliability, and to meet regulations. Route A is far preferable with regard to tree clearing. Of the 5.8 miles that would be built within East Bethel, one mile is already clear. The other 4.8 miles would be along existing roadway, requiring much less clearing.

  - EMF – Electric and Magnetic Fields (EMF) exist wherever electricity is produced or used. Everyone is exposed to these fields every day. The *2002 Minnesota Department of Health White Paper on Electric and Magnetic Field Policy and Mitigation Options* states (see Page 36): "The Minnesota Department of Health concludes that the current body of evidence is insufficient to establish a cause and effect relationship between EMF and adverse health effects. However, as with many other environmental health issues, the possibility of a health risk from EMF cannot be dismissed." The proposed transmission line will have a magnitude of electric field density that is well below the standard established by the Minnesota Environmental Quality Board that EMF should not exceed 8 kV/m at one meter above ground. EMF has been studied for more than 30 years by governmental and scientific institutions all over the world. On balance, scientific evidence does not indicate that exposure to EMF causes adverse health outcomes. See Appendix C.

  - Potential environmental impacts. Route A poses the least impact to historical and cultural resources. Being the shortest route, it also will have one of the lowest impacts on animal populations, wetlands and public waters. No impacts to public health and safety are anticipated as a result of the project. The calculated noise values are well below the Minnesota regulatory limits. No impacts to air quality are anticipated. The power line structures will have a narrow profile designed to be less intrusive than other types of structures. Care will be used to preserve the natural landscape. See Appendix B for further details.

  - Proposed timeline. The timeline will be dependent upon the final route selected. A conditional use permit is required by no later than early May, 2011, to allow sufficient time for land survey, land acquisition, environmental survey, line design and material acquisition before

construction could start, likely early August, to meet an in service date of March 31, 2012.

- Emergency Management Plan. Data to incorporate into the city's emergency management plan will be provided.

Great River Energy is responsible for ensuring the electric system meets the needs of the growing areas including East Bethel, Linwood Township, Athens Township, Cambridge, Stanford Township, St. Francis and others, while also balancing the need to be fiscally responsible. Great River Energy has proposed this project to proactively ensure the homes and businesses in these communities continue to receive the reliable, quality electric service they expect.

I. PURPOSE OF PROJECT

The purpose of this project is to maintain the reliable operation of the electric transmission system by: 1) building a transmission power line to connect two substations, the Athens Substation in Athens Township and the Martin Lake Substation in Linwood Township; and 2) providing another, redundant, source for the Martin Lake Substation.

1.0 System Deficiencies and Impacts

Due to growth in the City of East Bethel and surrounding areas, the region is at risk for interruption of electrical service. The transmission system that serves the areas along the Highway 65 and Anoka County Road 22 corridors (roughly the area between Cambridge, Elk River, and East Bethel – see Figure 2-1) is no longer able to reliably serve the projected demand levels. These system deficiencies lead to significant problems, including:

- **Low voltage:** Lights dimming unexpectedly is one thing that can happen when there are low voltage problems on the power line system. While dimming lights may be a minor inconvenience, sudden reductions in voltage can cause significant problems for industrial or manufacturing companies. Additionally, low voltage can damage motors in home appliances such as air conditioners, furnaces and refrigerators; the motors compensate for their power needs by drawing in more electric current. That creates more heat, sometimes so much that the motors burn out. Additionally, uncorrected low voltage problems can ultimately lead to a blackout.

- **Line overloading:** When a transmission line is overloaded, it can lead to outages. Transmission systems operate similarly to a home's fuse box or breaker panel. When more electricity is being used at one time than the wires can handle, the breaker or fuse shuts off the power flow to that area to avoid damage. Transmission systems work much the same way. When the demand for energy gets too high for an area of the system, the power flow shuts off to protect costly equipment. If there is no back-up source, there will be problems including failure of transmission lines and equipment, leading to outages.

The Connexus Energy Martin Lake Substation is fed from a single transmission supply with no backup capability. Thus, if this supply is disrupted, the Connexus members served from this substation would be without electrical service until the line is repaired. Great River Energy's preferred solution to address this deficiency involves connecting a second transmission line to the substation to provide redundancy, or backup, to the existing transmission line.

2.0 Review of the Electric Transmission Grid in the Area

The 69 kV transmission system serving East Bethel and the surrounding areas (see below) is sourced from the 230/69 kV substations at Rush City, Milaca, Elk River, Bunker Lake, and Blaine plus the 115/69 kV Parkwood Substation. These sources are tied together with 264.5 miles of transmission line. The 69 kV lines that directly serve the area total 57.1 miles, of which approximately nine miles are located within the East Bethel city limits.

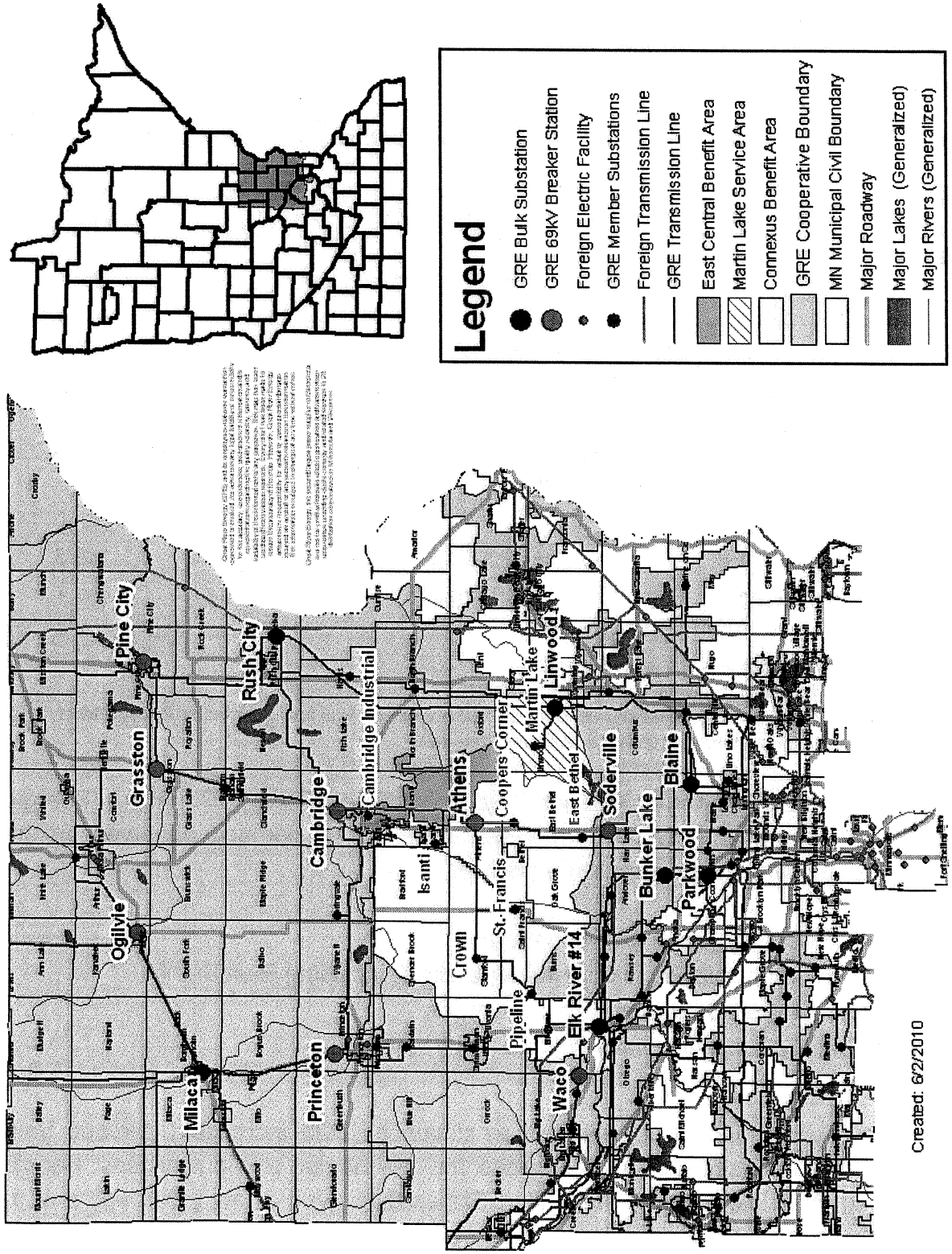
Additionally, the Connexus Energy Martin Lake Substation is served from a 4.25 mile, radial, 69 kV line sourced from the Great River Energy Linwood 230/69 kV Substation. This substation serves a portion of the east side of the City.

These transmission systems serve both the Connexus Energy and East Central Energy substations listed in Table 2-1. Figure 2-1 shows the transmission system configuration in the area.

Table 2-1 Area GRE Member System Substations

Substation Name	Distribution Cooperative	Community
Cambridge Industrial Park	East Central Energy	Cambridge
Coopers Corner	Connexus Energy	East Bethel
Crown	Connexus Energy	Stanford Township
East Bethel	Connexus Energy	East Bethel
Isanti	Connexus Energy	Isanti
Martin Lake	Connexus Energy	Linwood
Pipeline	Connexus Energy	Burns Township
St. Francis	Connexus Energy	St. Francis

Figure 2-1: Area Transmission System



2.1 Load Growth Data

Table 2-2 shows the historical electrical demand values plus the expected demand growth projections for the area transmission system.

Table 2-2 Area Historic and Expected Summer Electrical Demand (MW) by Substation

Distribution Substation	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010 Projection	2015 Projection	2020 Projection
Cambridge Industrial Park	12.8	13.6	17.3	18.7	19.2	19.8	21.9	19.4	19.7	20.0	26.8	35.9
Coopers Corner	9.3	7.4	9.5	3.9	7.3	7.8	7.5	6.8	6.8	8.4	9.9	11.6
Crown[1]	-	-	-	-	-	-	-	5.7	5.4	6.1	6.7	7.4
East Bethel[2]	-	-	-	10.3	9.3	10.8	10.0	8.5	9.9	11.4	13.3	15.6
Isanti	12.1	14.7	13.1	14.2	14.7	16.4	15.4	12.3	13.1	16.2	18.9	22.1
Martin Lake[3]	7.0	6.9	9.1	8.0	8.6	9.0	8.2	7.6	7.2	9.7	11.2	13.0
Pipeline	2.4	2.7	3.5	5.9	5.1	3.3	3.1	2.8	0.8	3.4	3.4	3.4
St. Francis	17.4	17.2	19.3	20.2	21.8	22.1	21.6	15.8	17.3	21.0	28.0	37.3
Total	61.1	62.6	71.8	81.2	85.9	89.2	87.6	78.8	80.1	96.2	118.3	146.3
Western Area Total[3]	54.0	55.7	62.7	73.2	77.3	80.2	79.4	71.3	72.9	86.5	107.1	133.3

1 The Crown substation was first energized in 2008.
2 The East Bethel substation was first energized in 2004.
3 The Martin Lake substation demand is not included in the Western Area total demand as this substation is electrically isolated from the other substations serving the area.

Demand projections were developed by Great River Energy, Connexus Energy, and East Central Energy and are based on historical demand observed on the transmission system and adjusted based on:

- Historical consumer growth patterns
- Comprehensive Plans from the area cities, including East Bethel
- Metropolitan Council growth projections
- Recent economic considerations

The historic demand values have been driven by both increasing demand from existing consumers and by new services for new homes and businesses. People are using more electricity in the United States than even a few years ago due to increasing use of computers, televisions, cell phones and other electronic devices. Although many of the transmission lines customers rely on were built in the 1950s or 1960s, expectations for reliable electric power remain very high.

Weather is typically the most significant contributing factor to the system's peak demand in any given year. The days of highest energy use in any area are most often the hottest days of summer or the coldest days of winter when heating or cooling equipment is working hard to keep people comfortable. These are the days that determine how much capacity needs to be built into our electric system, even though that capacity is not needed every day. Although weather is a variable that cannot be forecast with certainty, Great River Energy, Connexus Energy, and East Central Energy have a responsibility to ensure the system has the capacity to handle electric demand resulting from likely weather patterns that may occur as well as other factors expected to contribute to growth in use of electricity in the area.

II. Transmission Line Options

3.1 Technical Analysis

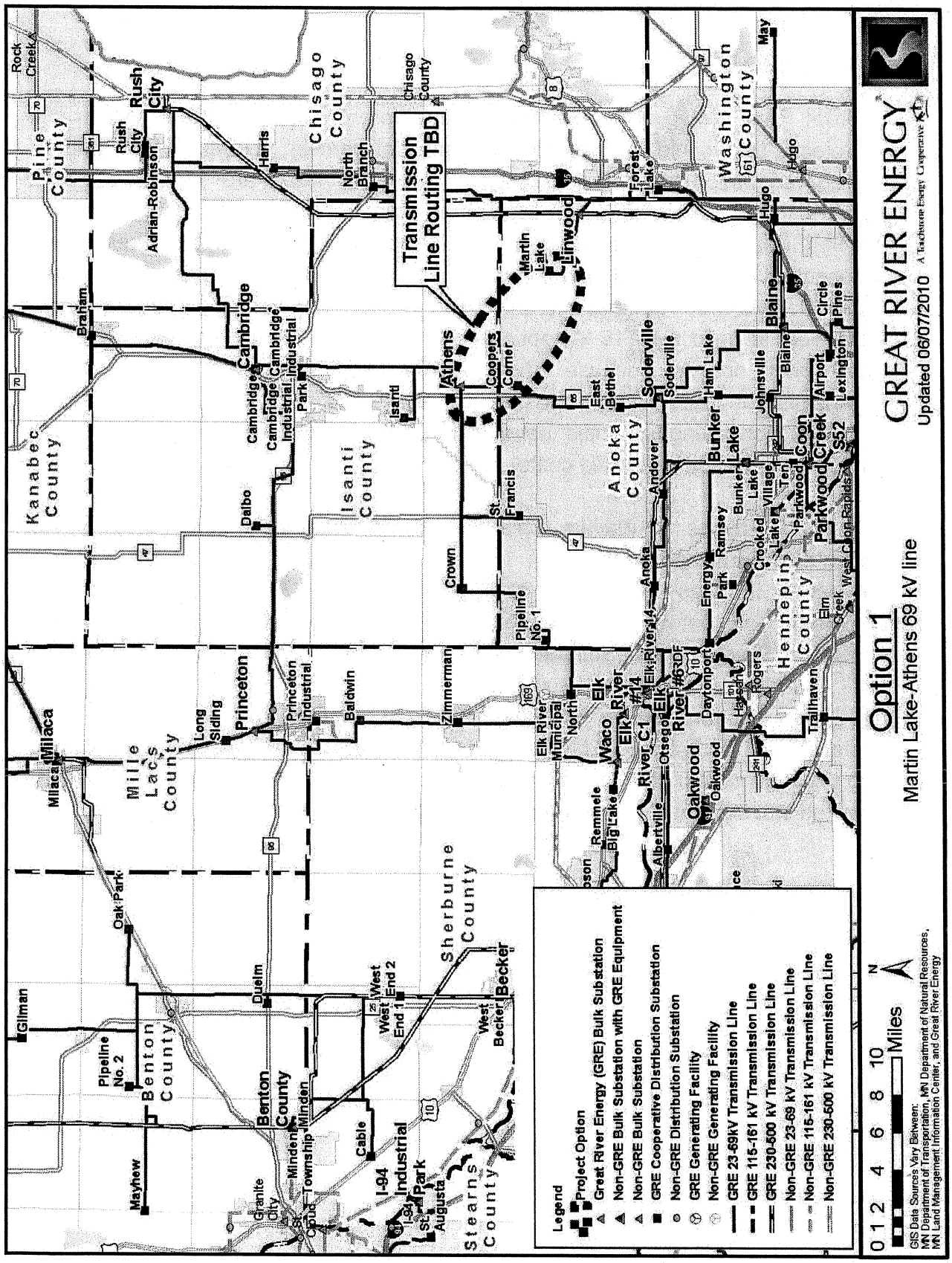
Great River Energy has examined four different alternative transmission line projects that could remedy the system deficiencies. Great River Energy's preferred option is a 69 kV project. The other three are 115 kV projects. Because this is an application requesting approval of a single route under, the 69 kV line, Option 1, analysis of the 115 kV options is not included herein but, is described and analyzed in information previously submitted to the East Bethel City Council and Transmission line Work Group. As previously mentioned, it is possible to build the 115 kV options but, from an engineering standpoint they are poor options because: they require building longer, higher voltage transmission lines; add exposure to lines and reduce reliability; require construction outages; would have significantly greater environmental impact; and, have greatly increased costs.

Option 1 - Athens to Martin Lake 69 kV Transmission Line (Great River Energy's preferred solution)

This option involves the construction of approximately 10.4 miles of 69 kV transmission line between the Connexus Energy Martin Lake Substation and the Great River Energy Athens Substation (see Figure 3-1).

This option also provides a redundant transmission source to the Martin Lake Substation and allows for additional growth in electrical demand to be supported along the Highway 65 corridor via the Linwood Substation. Facilities could be easily integrated into the existing system with 69 kV construction.

Figure 3-1: Martin Lake-Athens 69 kV Line



3.2 Cost and System Efficiency Analysis

The estimated costs for each of the alternatives considered are tabulated in Table 3-1. These include the project costs incurred by Great River Energy, its member cooperatives, and other transmission-owning utilities that would need to modify their electrical facilities to accommodate the change.

Additionally, each of the projects will reduce the amount of line losses (energy generated but not deliverable) currently occurring.

Table 3-1 Estimated Cost Factors for Options 1- 4

	Option 1: Martin Lake-Athens 69 kV line	Option 2: Chisago County-Coopers Corner 115 kV line	Option 3: Blaine-Coopers Corner-Martin Lake-Chisago County 115 kV line	Option 4: Blaine-Martin Lake-Athens-Dalbo 115 kV line
Estimated Cost	$6,537,000	$39,700,000	$67,340,000	$124,480,000

4.0 The No-Build Alternative

The consequences of a no-build approach are described in this section. In general, the operational capacity of electric transmission and distribution systems is limited primarily by the need to prevent low voltages or equipment damage due to overloading of the conductors and transmission system equipment.

Low Voltage Problems
As described in Section 1, System Deficiencies and Impacts, low voltage can result in damage to motors and other equipment and can cause the malfunctioning of electric appliances and devices including computers and televisions.

Equipment Damage
For transmission lines, if too much electric current is transmitted through a conductor, it overheats and the excess heat causes the conductor to become elastic. Eventually, the conductor will stretch permanently, leading to unsafe clearances to surrounding objects and limiting future current-carrying capacity. As there is no way to reverse these effects, only rebuilding the line can restore its original capacity and safety clearances. For transformers and other equipment, if too much current is transferred through a device, it can overheat and prematurely fail. To prevent thermal overloads, Great River Energy must limit the current transmitted through its lines and equipment.

Rotating blackouts
When system demand is less than the system capacity can handle, consumers can be served without interruption. However, when system demand exceeds capacity, which by projection will happen in this region eventually if no additional

transmission facilities are constructed, the only method to protect against low voltage and system overloads is to reduce the demand to safe levels by initiating rotating blackouts.

For the transmission system serving East Bethel and the adjacent areas, rotating blackouts would not be expected under normal system configurations, but may be necessary during transmission line outage conditions under high system loading as low voltages and line overloads would be more prevalent.

With the passage of time, as the demand continues to increase, more outage events would cause delivery issues to occur, increasing the likelihood of needing to initiate rotating blackouts to reduce the system demand to acceptable levels. Eventually, demand would grow to the point where Great River Energy would no longer be able to maintain acceptable voltage during normal system conditions, which would lead to more time during the year that may require rotating blackout conditions.

Additionally, an outage of the Linwood-Martin Lake line would leave the Martin Lake Substation without electrical service. Under a no-build alternative where transmission redundancy is not achieved, as electrical demand grows and more people populate the area, the impact of an outage to this line would become more severe.

Significant demand reduction required

In order to make a no-build alternative feasible while maintaining quality, reliable electric service, the area electric demand would have to be reduced to below critical demand levels (the point at which low voltage or equipment overloading is first experienced) using rotating blackouts. Rotating blackouts would be implemented among all consumers served from this transmission system including those in East Bethel, St. Francis, Athens, Isanti, Oak Grove, Crown, Nowthen, and Cambridge (see Benefit Area detail in Figure 2-1).

The calculated critical demand level is 92.5 MW, above which Great River Energy cannot maintain acceptable service to the area consumers. When the projected growth provided on Table 2-2 is compared to the calculated critical demand level (92.5 MW), the following reductions in demand in the area (as demonstrated in Table 4-1) are required to support a no build alternative such that potential damage to the Great River Energy transmission system and end-use consumer equipment can be avoided.

Table 4-1: Demand Reduction Requirements

Year	# Hours above Critical Demand	Required Demand Reduction in MW	% of Local Demand Reduction	Annual # of Days at Risk
2012	6	1.60	1.70	1
2013	14	5.70	5.80	3
2014	63	10.00	9.76	11
2015	145	14.50	13.55	21
2016	240	19.30	17.26	26
2017	437	24.30	20.80	60
2018	989	29.50	24.18	158
2019	2182	35.00	27.45	267
2020	4974	40.80	30.61	357

The data show that as time passes, the system demand would be above what can safely be handled by the area transmission system for significant amounts of time during a year. This would also reduce the number of hours during the year in which Great River Energy could do maintenance on its transmission lines and equipment, as it could not be de-energized without curtailing demand. Reduced equipment maintenance may lead to more failures and prolonged outage conditions. Eventually, pre-outage demand reduction would need to be implemented via rotating blackouts to prevent damage and prevent total collapse of the transmission grid serving the communities mentioned above.

III. WHERE TO BUILD LINE

5.0 Transmission Line Route Selection Methodology

As already discussed, Great River Energy has determined that the best way to address the electric delivery issues in the area is to connect Great River Energy's Athens Substation with Connexus Energy's Martin Lake Substation thus providing a redundancy or a backup source of electricity into the Martin Lake Substation. Figure 5-1 shows the points to be connected.

Currently, Great River Energy has a 69 kV transmission line that connects the Athens Substation to the Coopers Corner Substation and then continues south to the East Bethel Substation. Connexus Energy has a 12.5 kV distribution line that begins at Coopers Corner and travels east and south along County State Aid Highway (CSAH) 26 to Typo Creek Drive NE in Linwood Township.

Routes evaluated were reviewed and analyzed both in the field and using various geographic data (e.g., aerial photos, topographic maps, public water inventory maps, etc.). The routes that follow existing right of way corridors are preferred to cross-country routes.

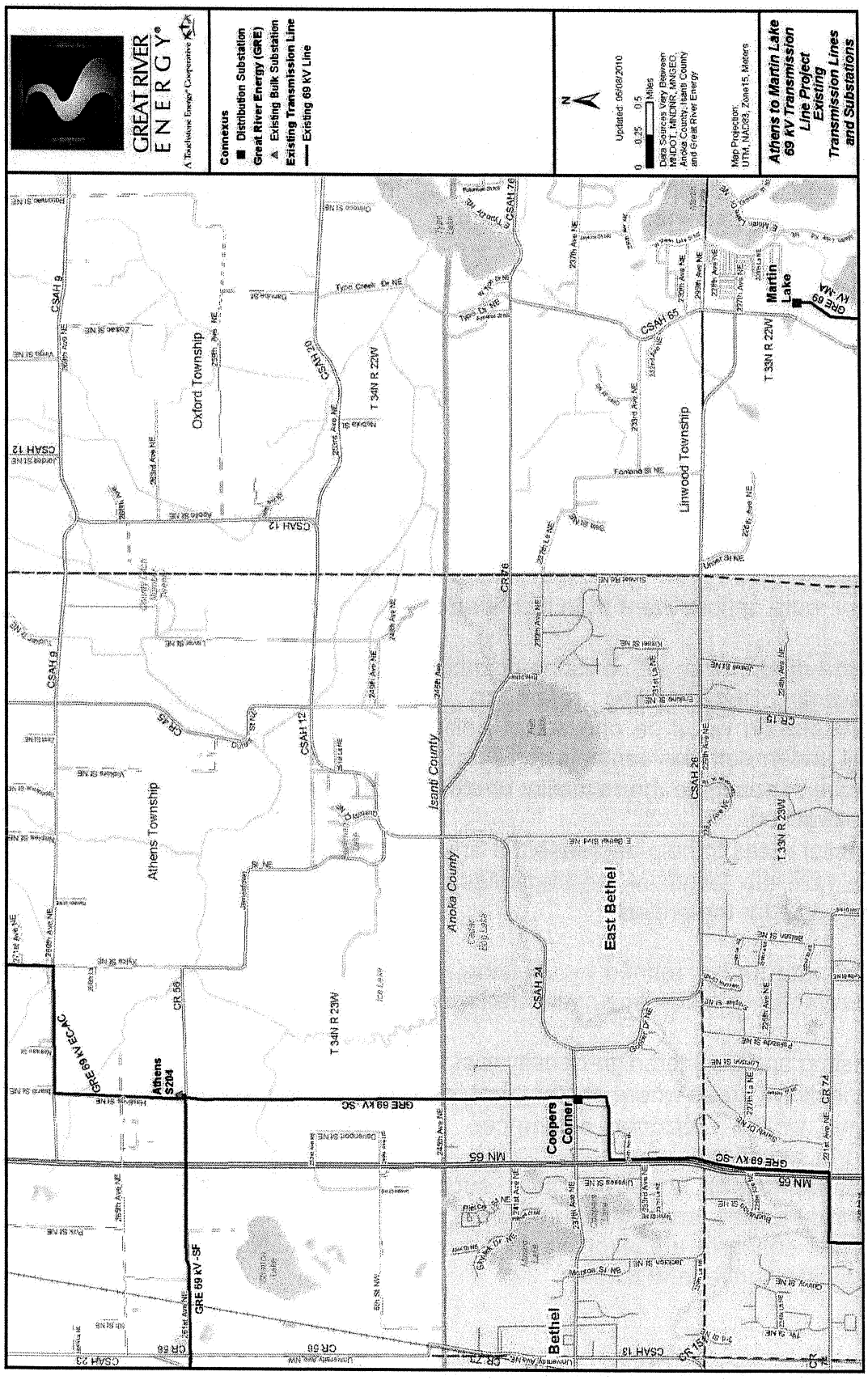
Preliminary route options were then identified based on opportunities to:

- Share right of way with existing distribution lines by underbuilding where practical. Underbuilding refers to including both distribution and transmission wires on one set of poles, with the distribution line being built underneath the transmission line.
- Reduce impacts to the reliability of existing transmission systems during construction.
- Parallel roads to help decrease the amount of right of way required.
- Minimize the length of the transmission line to reduce the impact area and costs for the project.

The routes were further refined by avoiding, to the extent possible and applicable, areas where a transmission line could create significant impacts such as:

- Existing and planned high-density residential areas.
- Agricultural areas where center pivot irrigation systems are used.
- Areas where horizontal clearances are limited because of trees or nearby structures.
- Environmentally sensitive sites, such as wetlands, archaeologically significant sites, areas with threatened or endangered species/species of special concern, areas of significant biological or cultural significance and state and federal lands.

Figure 5-1 69 kV Proposed Project Area



When selecting a route for a transmission line, Great River Energy considers the following for each viable route.

- **Public/Social considerations**
  - Distance from centerline to homes and businesses
  - Distance and impact to public facilities, parks, and trails
  - Tree/vegetation removal
  - Distance and impact to historic sites

- **Environmental/Cultural considerations**
  - Compliance with federal, state and local regulations
  - Adherence to sound environmental principles, i.e. avoid creating new corridors, minimize length of corridor
  - Identification of avoidance areas (archaeologically significant sites such as burial sites, wildlife management areas (WMAs), protected wetlands, scientific research areas and populations of threatened and endangered species of concern)
  - Tree and vegetation removal on non-residential property
  - Agricultural operations, i.e. center pivot irrigation systems
  - Impact to existing utilities

- **Engineering/Construction considerations**
  - Adherence to sound engineering/construction principles
    - ✓ Safety
    - ✓ Reliability
    - ✓ Accessibility
  - Engineering Considerations
    - ✓ Suitable soil conditions
    - ✓ Required angle structures
    - ✓ Structure size
    - ✓ Span lengths
    - ✓ Total line length
  - Special construction requirements
  - Cost effectiveness

6.0 Proposed Route ("Route A")

Great River Energy's Proposed Route for the project would consist of the following:

- Rebuild the three miles of Great River Energy's existing single circuit 69 kV "SC" transmission line between the existing Great River Energy Athens Substation and the existing Connexus Energy Coopers Corner Substation to a double circuit 69 kV transmission line.

- Construct approximately 7.4 miles of new overhead 69 kV transmission line between the existing Connexus Energy Coopers Corner Substation and the existing Connexus Energy Martin Lake Substation.

- Remove, upgrade and attach approximately seven miles of existing Connexus Energy overhead distribution (12.5 kV) line to the new transmission line structures along CSAH 26.

Proposed Route A is shown in Figure 6-1.

6.1 Proposed Route A within East Bethel

A portion of the proposed project is located in East Bethel; the remainder of the project is located within Athens Township and Linwood Township. The portion of Route A that falls within East Bethel is described below (also see Figure 6-2):

- Rebuild approximately one mile of Great River Energy's existing single circuit 69 kV "SC" transmission line to a double circuit 69 kV transmission line. The line would be reconstructed from the Athens Township/East Bethel boundary line south to the existing Connexus Energy Coopers Corner Substation.

- From the Coopers Corner Substation, Great River Energy would construct approximately 4.8 miles of new overhead, single circuit 69 kV transmission line along CSAH 26 to Sunset Road, the border with Linwood Township.

- Connexus Energy would remove, upgrade and attach approximately 4.8 miles of existing overhead distribution (12.5 kV) line to the new transmission line structures along CSAH 26.

Figure 6-1 Proposed Route A

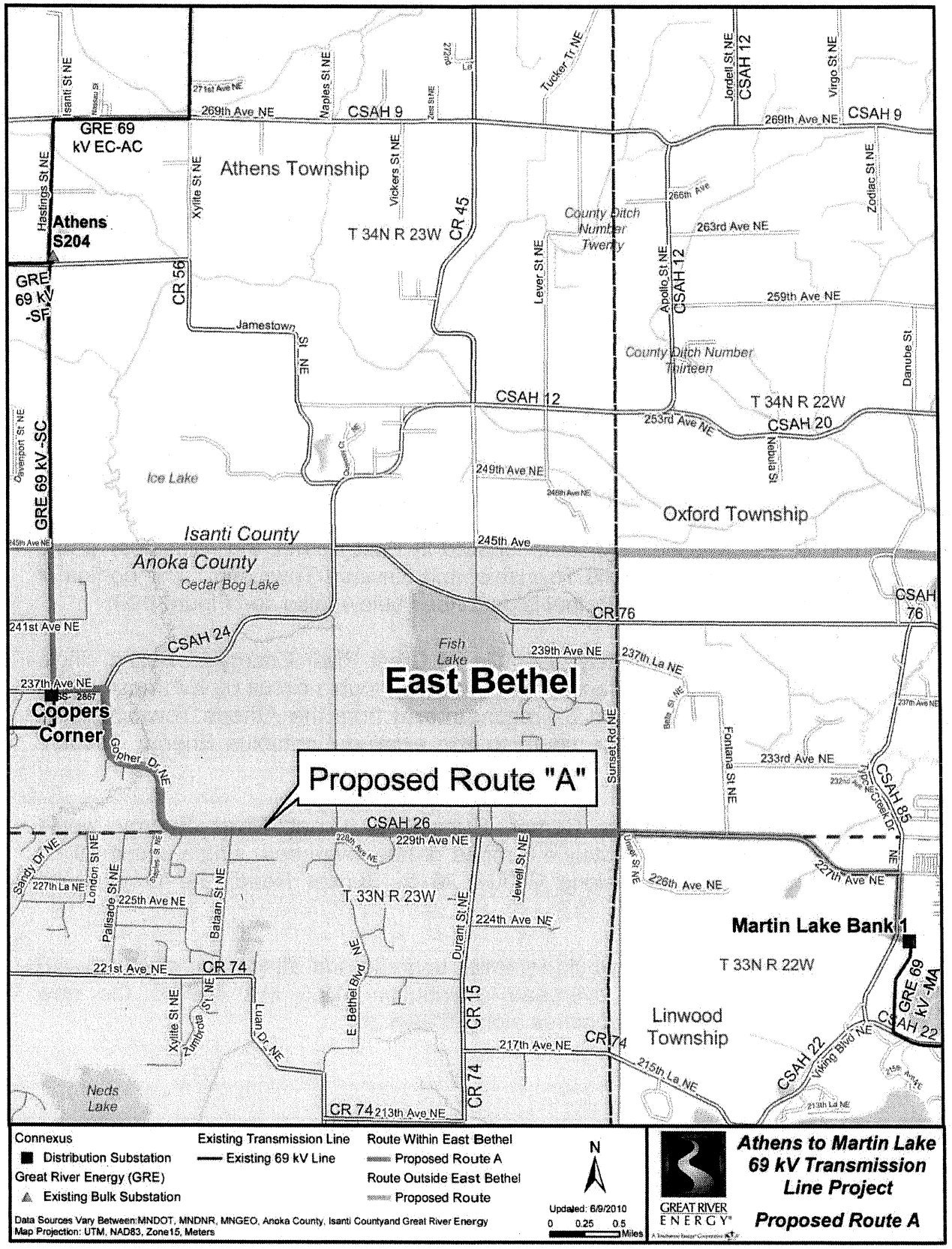
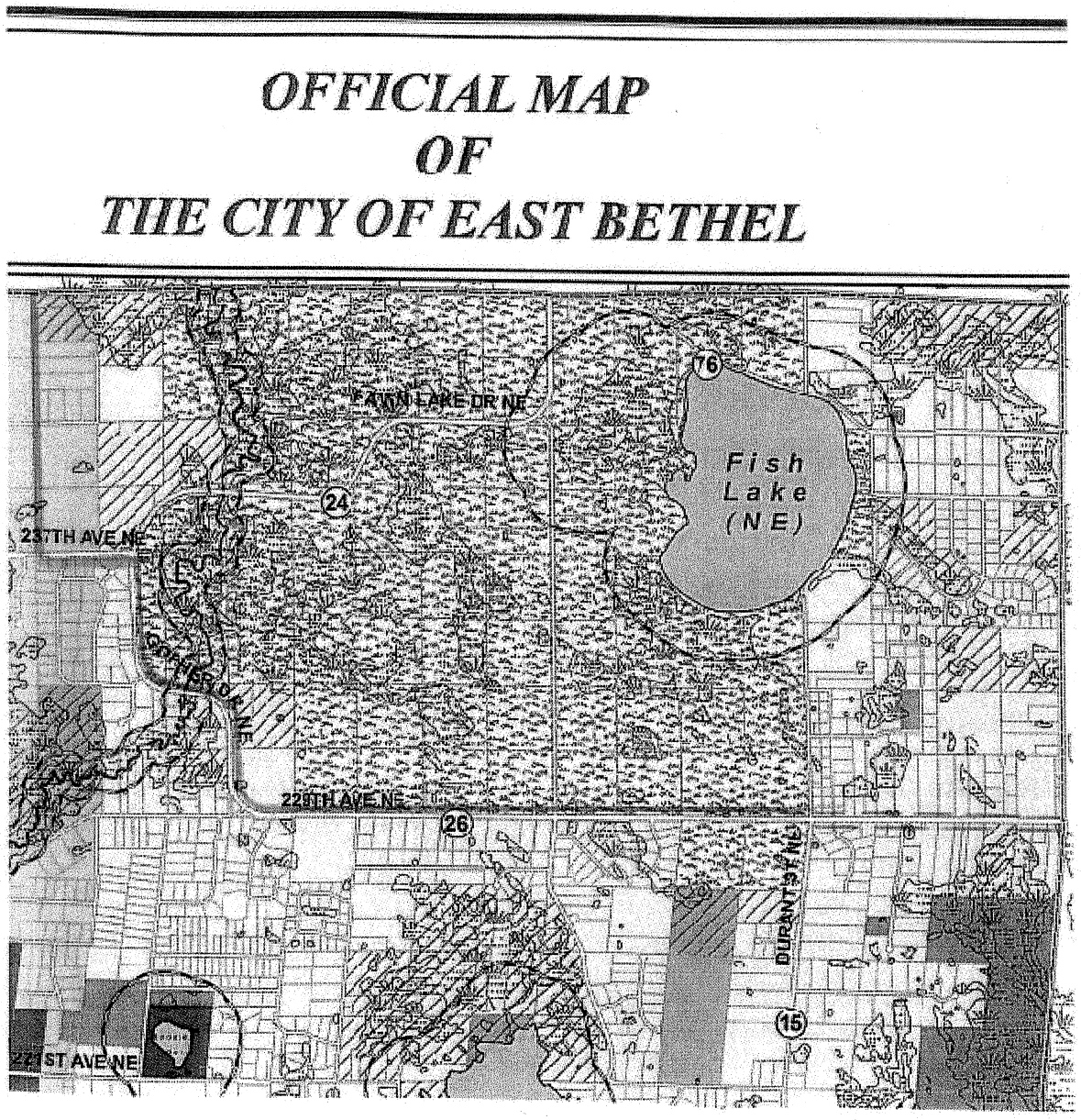


Figure 6-2 Route A In East Bethel



6.2 Review of Route A

Route A is Great River Energy's preferred route for a number of reasons as described in detail in the following pages. In short, the reasons are:

- Shortest in length
- Lowest number of turns and curves to the route
- Least impact to historical and cultural resources
- Most cost effective
- Majority would be on Cedar Creek Reserve instead of private property
- One of lowest impacts to plant and animal populations in the area
- One of lowest number of wetlands and public waters involved
- Most desirable soil conditions

6.2.1 Public/Social considerations

For general right of way information, please refer to Appendix A.

Distance from centerline to homes and businesses

➢ *Homes**

- 0 homes within 100 feet of anticipated transmission centerline.
- 43 homes within 200 feet of anticipated transmission centerline.
- 84 homes within 300 feet of anticipated transmission centerline.

Maps showing Route A are provided in Figures 6-3 to 6-7.

**Because a specific design is not available until a route is definite, estimates for all routes were calculated by using road centerlines when a route followed a roadway.*

➢ *Businesses*

- The route does not run along commercial or industrial zoned property. It is not known how many businesses may be located in a residence or on agricultural property along the proposed route.

Figure 6-3 Aerial Map of Route A with Distances Shown – Map 01

Figure 6-4 Aerial Map of Route A with Distances Shown – Map 02

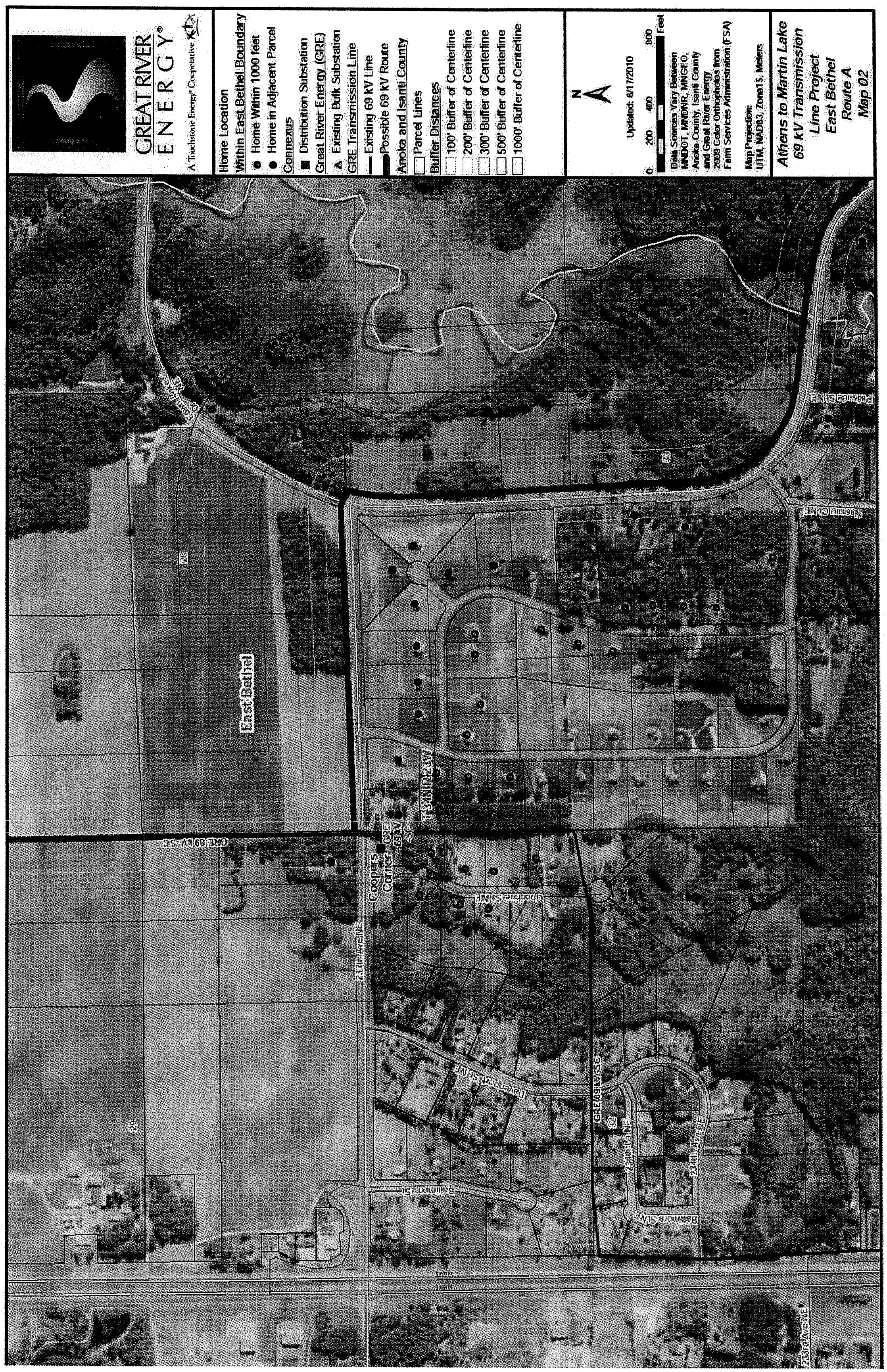


Figure 6-5 Aerial Map of Route A with Distances Shown – Map 03

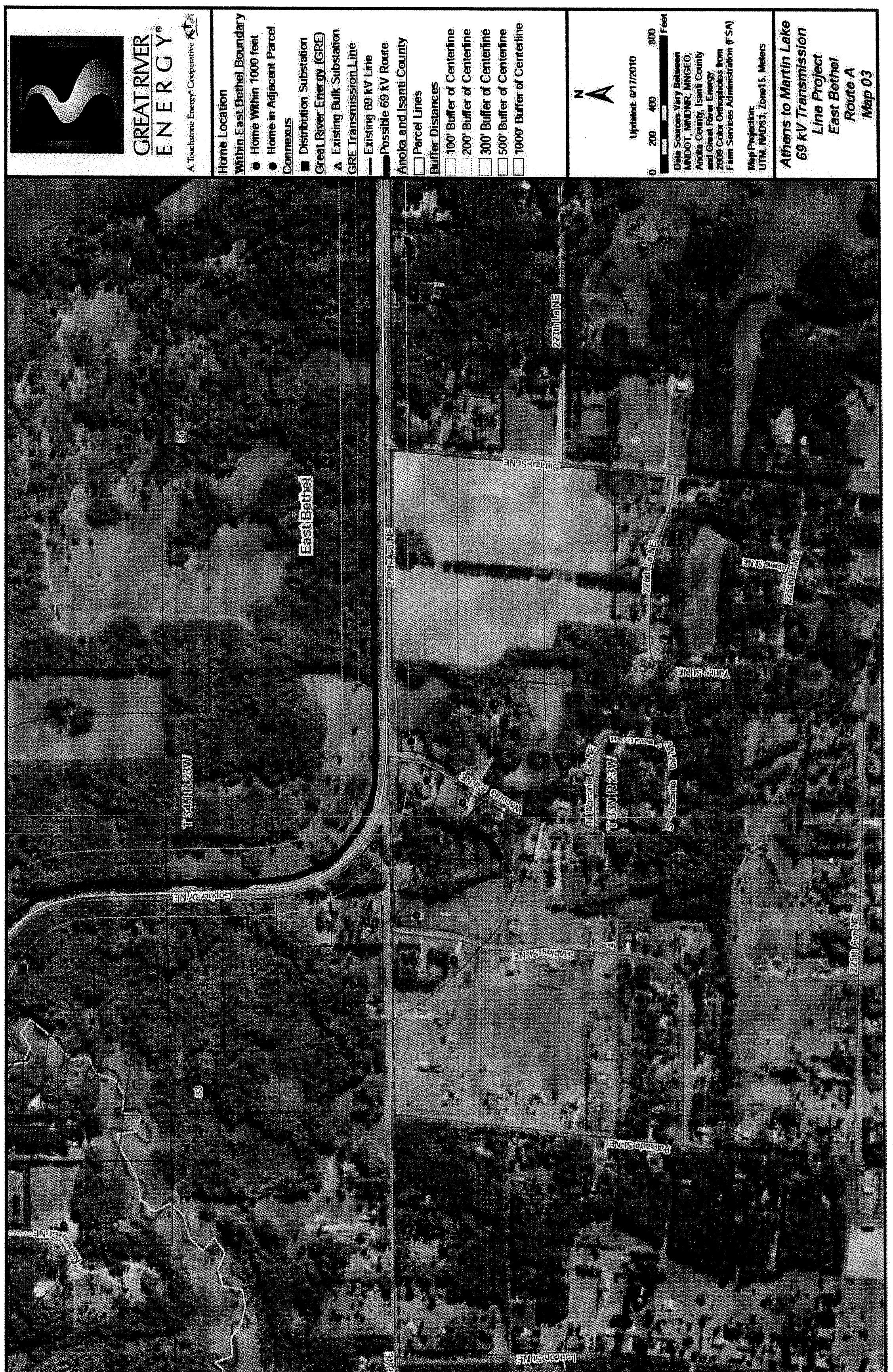


Figure 6-6 Aerial Map of Route A with Distances Shown – Map 04

Figure 6-7 Aerial Map of Route A with Distances Shown – Map 05

Distance and impact to public facilities, parks, trails

According to the East Bethel *Comprehensive Trails and Open Space Concept Plan,* there is a bituminous surface trail proposed for the southern edge of the Cedar Creek Ecosystem Science Reserve property (Cedar Creek Reserve) along CSAH 26. If the 69 kV transmission line were to be placed along this same southern edge of the Cedar Creek Reserve, clearing of an approximately 38-foot easement for the transmission line (from the edge of the road right-of-way) would at the same time, provide ground clearing and space for the proposed city trail. Locating the new transmission line on the Cedar Creek Reserve would also reduce the number of homes near the transmission line. The proposed transmission line along Route A would not impact any other public facilities, parks or trails within East Bethel to any greater extent than does the existing distribution line along CSAH 26.

Socioeconomics

➢ *Cultural Values*

Cultural values include those perceived community beliefs or attitudes in a given area that provide a framework for that community's unity. The communities in the vicinity of the project (City of East Bethel) appear to have cultural values corresponding with the economic activities of the area along County Road 65 and also the natural environmental features of the area.

Impacts and Mitigation

No negative impacts to cultural values are anticipated; therefore, no mitigation is necessary or proposed.

➢ *Public Services*

Public services provided in the East Bethel area (i.e., police, fire protection, waste collection, etc.) will not be affected by the proposed transmission project.

Impacts and Mitigation

No negative impacts to public services in the community are anticipated; therefore, no mitigation is necessary or proposed.

Land Use

Land use along the Proposed route consists mainly of forest, grassland, rural residential uses, croplands, and wetlands/ water (Figure 6-8). Wetlands, cultivated and forested land are discussed below.

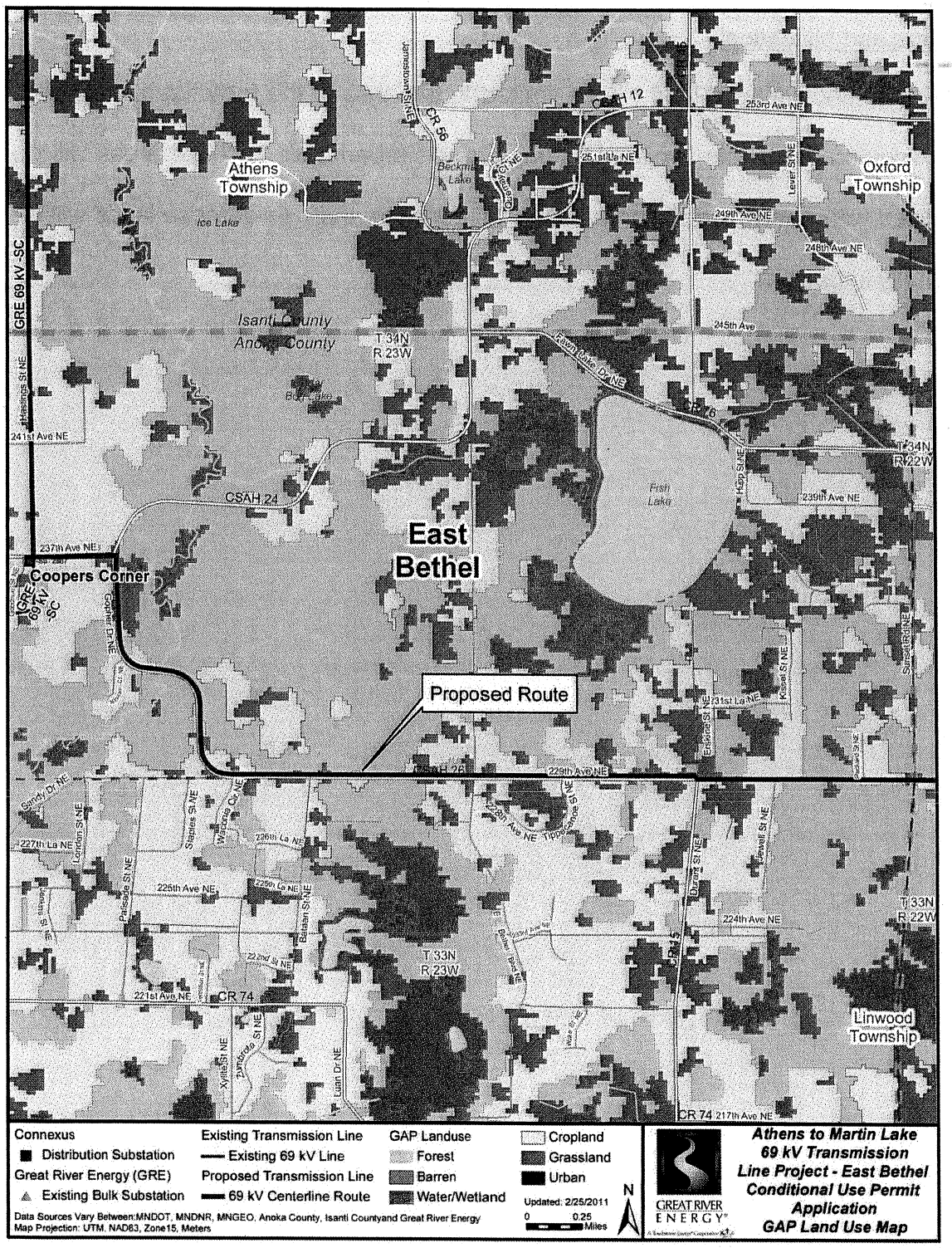
- *Undeveloped Land*

Undeveloped land, such as grassland occurs along the Proposed route (Figure 6-8).

Impacts and Mitigation

Impacts to undeveloped land will be limited to the area of the footprint of the poles. After construction of the Project is complete, disturbed soils in these areas will be stabilized with native vegetation as soon as possible and use of these lands will be minimally impacted.

Figure 6-8 Land Use Map



- *Zoning*

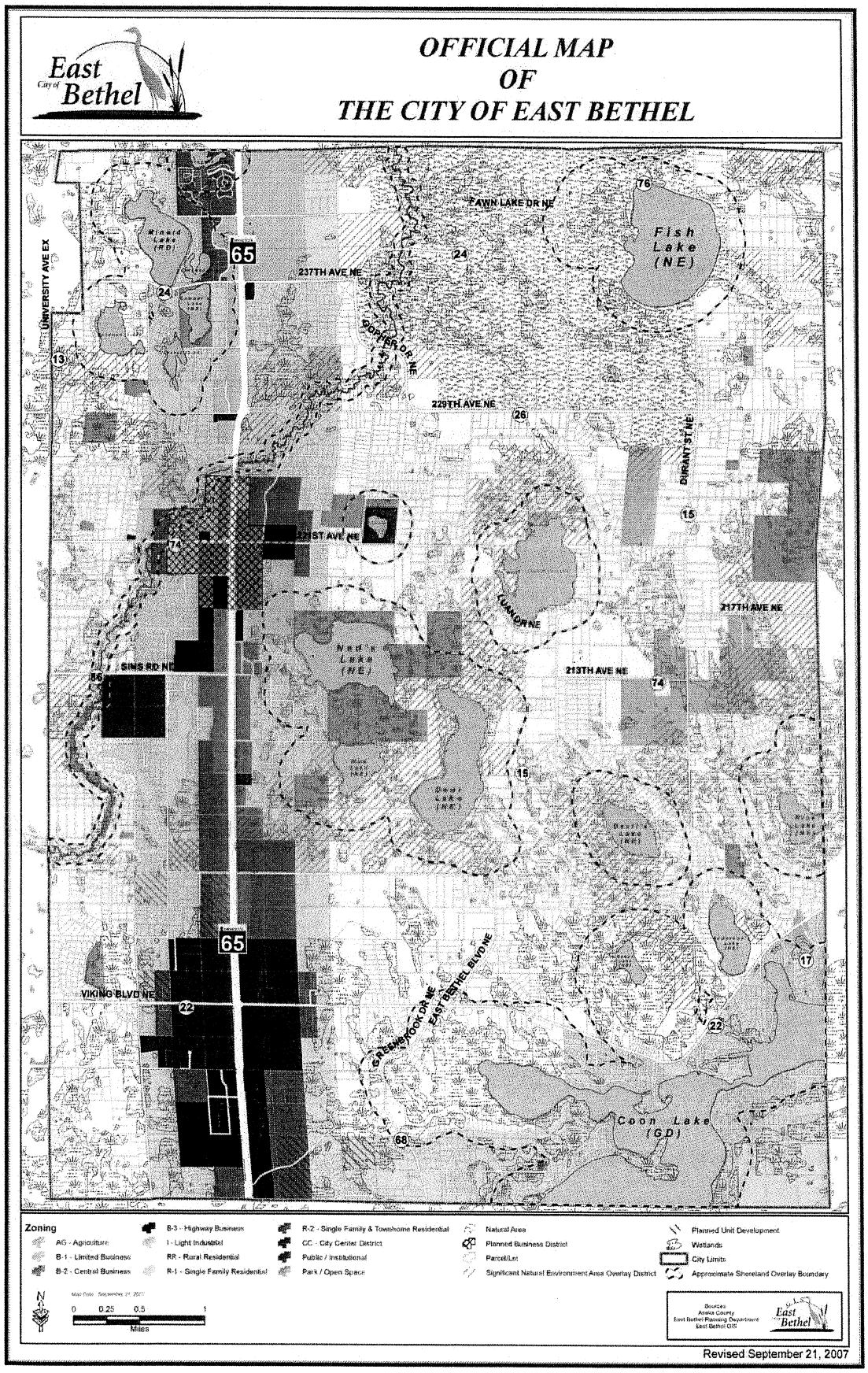
A zoning map of the Project area is provided in Figure 6-9. The Proposed route crosses areas designated under single family residential, rural residential and along the edge of natural areas.[1]

Impacts and Mitigation

Potential land use impacts along the Proposed route due to the 69 kV transmission line will be limited. The Proposed route for the 69 kV transmission line will overtake existing distribution line right of way and parallel transmission and road right of way as much as possible. The new 69 kV transmission line does not represent an incompatible land use with those that exist in the area. Therefore, anticipated impacts of the proposed Project on land use are minimal and no mitigation measures are necessary or proposed.

[1] Zoning information obtained from http://www.ci.east-bethel.mn.us/index.asp?Type=B_BASIC&SEC={44BF1F8A-BB04-47E4-AA8B-974DE1F4C696}

Figure 6-9 Zoning Map



Effects on Land-Based Economies

➢ *Agriculture*

The only agricultural land along the proposed route is the existing transmission line (Figure 6-9). The majority of the areas along the route categorized as cropland are either developed homesteads or Cedar Creek property.

Impacts and Mitigation

The East Bethel portion of the Project will not cause any additional impact to agricultural land.

➢ *Forestry and Tree/vegetation removal*

Today the woodlands in Anoka Couny are mainly small tracts used for homesites and recreation areas.[2] Approximately 46 percent of the Proposed Route would cross forested land.

Taller tree species that endanger the safe and reliable operation of the transmission facility must be removed. However, lower growing vegetation located towards the edge of the easement generally would not be disturbed. Although Route A consists of approximately 5.8 miles within East Bethel, one mile is already cleared for the existing transmission line. Another, approximately 1.75 miles of the route, either has sparse or no tree-cover. Therefore, approximately 3 – 4 miles would need to be cleared of tall vegetation.

Impacts and Mitigation

The entire width of the transmission line right of way (35 feet each side of centerline) would need to be cleared of tall vegetation that could potentially grow into the conductors. Since the route runs along a roadway, only 38 feet would actually need to be cleared. Based on a rough estimate off the Land Use Map, the East Bethel portion of the proposed route will affect approximately 14 acres of forested land. This is only an estimate because it is not known on which side of the road the transmission line will be located for the entire route.

Great River Energy will replace or compensate for windbreaks as determined through negotiations with individual landowners. Additionally, Great River Energy will, pursuant to city ordinance, submit an application for a site use permit that will address tree/vegetation removal and replacement in greater detail.

[2] http://soildatamart.nrcs.usda.gov/Manuscripts/MN003/0/Anoka_MN.pdf page 78

➢ *Tourism*

Tourism in the Project area consists primarily of hiking and biking trails in the area.

The following attractions in the area: Fish Lake trail system, Linwood School Forest, Schubering WMA and the Martin-Island-Linwood Lakes Regional Park Lake. None of these features will be affected by the Proposed route.

Impacts and Mitigation

Tourism will be unaffected by the proposed Project.

➢ *Mineable Resources*

There are no mining resources in the vicinity of the Proposed route.

Cultural Resources

The Minnesota Historical Society (MHS) was not contacted specifically on this route. They did receive an information letter on the general project area in 2009.

➢ *Archaeological and Historic Resources*

The MHS has indicated general concerns due to the resources that have been found in areas not far from this route. A literature review was conducted by Trefoil, a Minnesota archaeological consultant.

Impacts and Mitigation

No known historical resources were identified within the East Bethel portion of the Proposed route. Therefore, no impacts are anticipated during the installation of the transmission line. If any archaeological sites are identified during placement of the poles along the permitted route, construction work will be stopped and MHS staff consulted as to how to proceed.

Affect on VA/FHA Financing

➢ *VA Rules state*:

- No part of any residential structure may be located within a high voltage electric transmission line *easement*.

- Any detached improvements even partially in a transmission line *easement* will not receive value for VA purposes.

➢ *FHA Rules state:*

- No dwelling or related property improvement may be located within the *engineering (designed) fall distance* of any pole, tower or support structure of a high-voltage transmission line, ... For field analysis, the appraiser may use tower height as the fall distance.

Pursuant to the FHA Handbook 4150.2, Section 2-2(J):

1) If the dwelling or related property improvement is located within such an easement, the lender must obtain a letter from the owner or operator of the tower indicating that the dwelling and its related property improvements are not located within the tower's (engineered) fall distance in order to waive this requirement.

2) If the dwelling and related property improvements are located outside the easement, the property is considered eligible and no further action is necessary. The appraiser, however, is instructed to note and comment on the effect on marketability resulting from the proximity to such site hazards and nuisances.

Impacts and Mitigation

Great River Energy's policy is to avoid placing a dwelling or other building within a transmission line easement or, erecting a structure with an engineering fall zone that would impact a home or building. However, in the very unlikely event that there is no other alternative, Great River Energy would work with the property owner and compensate them for any diminution in value.

6.2.2 Environmental Considerations

For general environmental information, please refer to Appendix B.

Compliance with regulations

Construction of Route A would comply with all federal, state and local regulations. This would include adhering to the requirements of federal permits and state permits for construction and maintenance of the line, such as federal wetland permits and state water crossing licenses. Examples of local compliance would be county road permits and the submission of this document to initiate East Bethel's process.

The entire route follows either existing power lines or county roads and is the shortest route for the area.

Identification of avoidance areas

Cultural literature research shows this route impacts the fewest potential archaeologically significant sites in the area. No known historical resources were identified within the proposed route.

The Cedar Creek Reserve is owned by the University of Minnesota and is used as a scientific research facility. Cedar Creek Reserve also owns the most property within the proposed transmission line construction area. In discussions with the Cedar Creek Reserve Administrators about the proposed line, they indicated that

they would be willing to work with Great River Energy in routing the line along the southern edge of the property.

There are approximately fifteen wildlife and plant populations that are listed as species of concern in the area. However, Route A is on the edge of habitat ranges and should cause minimal impacts. Bird diverters would most likely be needed for this route because of the Red Shouldered Hawk population in the area. There are no Minnesota Department of Natural Resources (DNR) public wetlands on this route. One DNR public water body would be crossed.

Impact to existing utilities

This route would affect one mile of existing transmission line and 4.8 miles of Connexus Energy's distribution line on CSAH 26. Because the one mile of transmission line would be double circuited and the existing distribution line would be underbuilt on the new transmission line, the number of poles in the area would remain approximately the same.

The entire route follows either existing power lines or county roads and is the shortest route for the area. This route would benefit Connexus Energy because the distribution line on CSAH 26 is old and will need to be replaced. Replacing the distribution line in conjunction with this transmission line project will result in a savings for Connexus Energy because some of the costs of placing distribution line on the transmission line structures will be paid by Great River Energy. Additionally, all future costs for structure repair and easement clearing/maintenance will be borne by Great River Energy.

No other utilities should be affected.

Natural Environment

- *Air Quality*

The only potential air emissions from a transmission line result from corona, which may produce ozone and oxides of nitrogen. This can occur when the electric field intensity exceeds the breakdown strength of the air. For a 69 kV transmission line, the conductor surface gradient is typically below the air breakdown level. As such, it is unlikely that any measurable emissions would occur from the conductor surface.

<u>Impacts and Mitigation</u>

No impacts to air quality are anticipated due to the operation of the transmission line.

Temporary air quality impacts caused by construction vehicle emissions and fugitive dust from right of way clearing and construction are expected to occur. Exhaust emissions from diesel equipment will vary during construction, but will be

minimal and temporary. The magnitude of emissions is influenced heavily by weather conditions and the specific construction activity taking place. Appropriate dust control measures will be implemented.

➢ *Water Resources*

Hydrologic features in the Project area and along the Proposed route is shown in Figure 6-10.

- *Ground Water*

The DNR divides Minnesota into six groundwater provinces. This project is in Anoka County which falls into the Metro Province, which is described as sand aquifers in generally thick (greater than 100 feet) sandy and clayey glacial drift overlaying Precambrian sandstone and Paleozoic sandstone, limestone, and dolostone aquifers.[3]

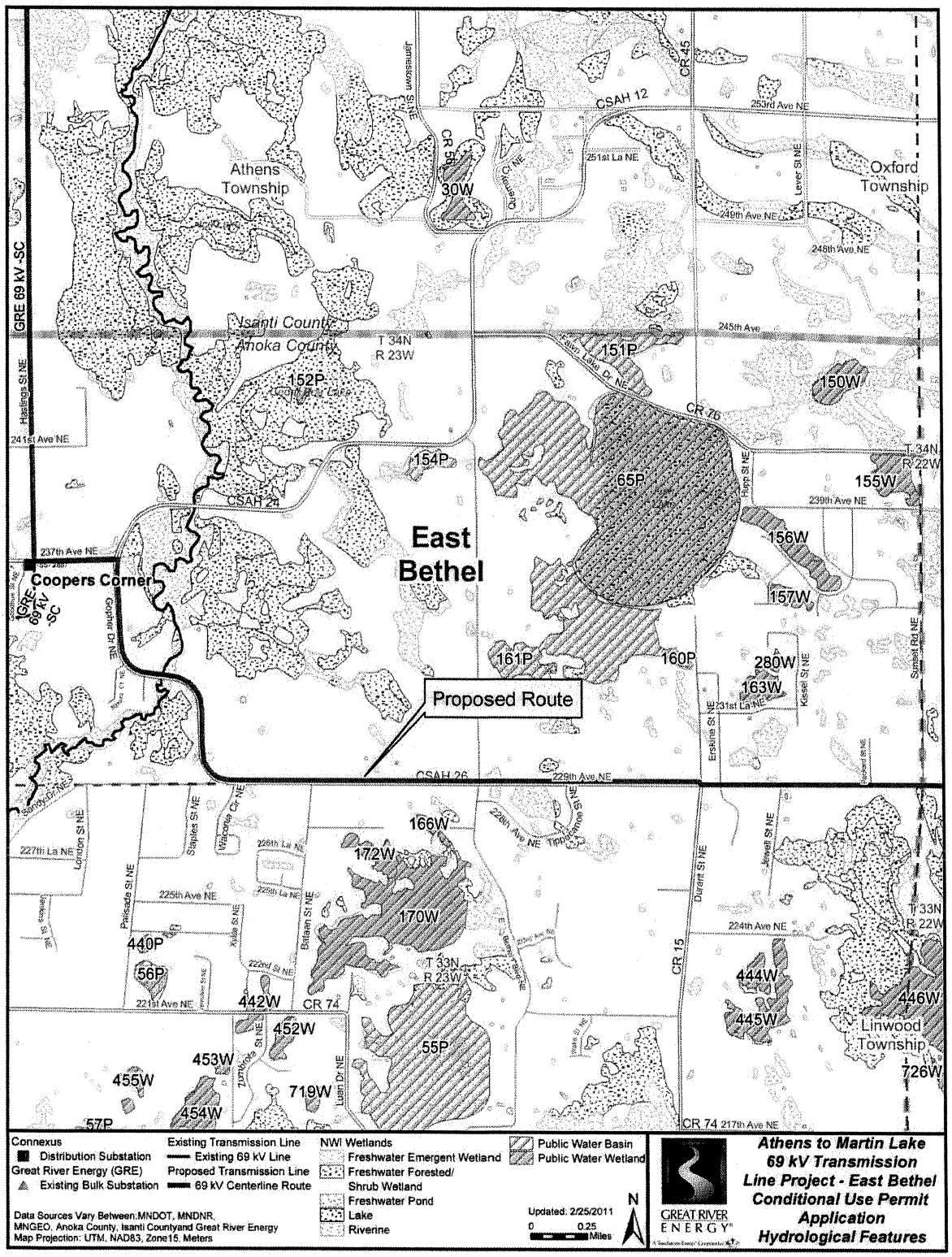
- *Surface Water*

The Project area lies within the Rum River watershed of the Upper Mississippi River Basin.[4]

The Project would require a United States Army Corps of Engineers (Corps) permit under Section 10 of the Rivers and Harbors Act if the work involves a navigable water of the United States; however, no navigable water will be affected within the East Bethel portion of the Project.

[3] http://files.dnr.state.mn.us/natural_resources/water/groundwater/provinces/gwprov.pdf (2009)
[4] http://www.pca.state.mn.us/water/basins/uppermiss/index.html (2009)

Figure 6-10 Hydrologic Features in the Project Area



- *Lakes*

There are no lakes in the Project area.

- *Rivers, Streams and Ditches*

The Cedar Creek is in the area. There are no rivers, streams or ditches in the Project area.

- *Riparian Areas*

Riparian areas are ecosystems that occur along watercourses or at the fringe of water bodies. For purposes of this Application, the riparian areas are defined as the land within 300 feet of streams and within 1,000 feet of lakes. These distances were selected because they are consistent with the definition of shoreland in the DNR Statewide Standards. These statewide standards set guidelines for the use and development of shoreland (riparian) property around all lakes greater than 25 acres (10 acres in municipalities) and rivers with a drainage area of two miles or greater.

The East Bethel portion of the Project crosses a total of approximately 0.1 mile of riparian area, which is all in the Cedar Creek vicinity (Figure 6-10).

- *Public Waters*

Public Waters are wetlands, water basins and watercourses of significant recreational or natural resource value in Minnesota as defined in Minnesota Statutes Section 103G.005. The DNR has regulatory jurisdiction over these waters.

The Public Water Inventory (PWI) shows Cedar Creek (T34N, R23W, Section 33) in the Proposed Route. The transmission line will span this feature. Great River Energy will obtain the required water crossing license from the DNR.

- *Impaired Waters*

There are no impaired waters in the area.

➢ *Floodplains*

The transmission line would cross the Cedar Creek floodplain.

➢ *Wetlands*

Wetlands are important resources for flood abatement, wildlife habitat, and water quality. Wetlands that are hydrologically connected to the nation's navigable rivers are protected federally under Section 404 of the Clean Water Act. In Minnesota, wetlands are also protected under the Wetland Conservation Act (WCA).

The United States Fish and Wildlife Service (USFWS) produced maps of wetlands based on aerial photographs and NRCS soil surveys starting in the 1970s. These wetlands are known as the National Wetland Inventory (NWI). Wetlands listed on the NWI may be inconsistent with current wetland conditions; however, NWIs are the most accurate and readily available database of wetland resources within the Project area and were therefore used to identify wetlands along the Proposed Route. These maps show that there are a couple of small wetlands in the East Bethel portion of the project.

Impacts and Mitigation

No impacts to groundwater in the Project area are anticipated.

The Proposed route does not cross any of the lakes in the area, and no navigable waters will be affected by the Project.

Because all rivers, streams, and ditches will be spanned by transmission structures, no structures will be located within these features and no direct impacts to rivers, streams, or ditches are anticipated. Indirect impacts could include sedimentation reaching surface waters during construction due to ground disturbance by excavation, grading, construction traffic, and dewatering of holes drilled for transmission structures. This could temporarily degrade water quality due to turbidity. These impacts will be avoided and minimized using appropriate sediment control practices and Best Management Practices (BMPs).

Once the Project is completed, there would be no significant impact on surface water quality because wetland impacts will be minimized and mitigated, disturbed soil will be restored to previous conditions or better, and the amount of land area converted to an impervious surface will be small.

Sound water and soil conservation practices will be maintained during construction and operation of the Project to protect topsoil and adjacent water resources and minimize soil erosion. These practices may include:

- Containment of stockpiled material away from stream banks and lake shorelines.
- Stockpiling and respreading topsoil.
- Reseeding and revegetating disturbed areas.
- Implementing erosion and sediment controls.
- Structures and disturbed areas will be located as far away from rivers and streams as practicable.

The Project should have no impact on the impairment status of the waters in the Project area. There is potential to increase turbidity due to increase sedimentation from construction activities; however, appropriate erosion and sediment control measures will be implemented to avoid or minimize such impacts.

Construction of the transmission line is not expected to alter existing water drainage patterns or floodplain elevations due to the small cross section per pole and their relatively wide spacing.

Temporary impacts to wetlands may occur if they need to be crossed during construction of the transmission line. No staging or stringing set up areas will be placed within or adjacent to water resources, as practicable. Wetland impact avoidance measures that will be implemented during design and construction of the transmission line include spacing and placing the power poles at variable distances to span and avoid wetlands, where possible. When it is not possible to span the wetland, several measures will be utilized to minimize impacts during construction:

- When possible, construction in wetlands will be scheduled during frozen ground conditions.
- Construction crews will attempt to access the wetland with the least amount of physical impact to the wetland (*i.e.,* shortest route) and will access poles near/in wetlands from roadways whenever possible to minimize travel through wetland areas.
- The structures will be assembled on upland areas before they are brought to the site for installation, when practicable.
- When construction during winter is not possible, construction mats (wooden mats or the Dura-Base Composite Mat System) will be used to protect wetland vegetation. Additionally, all-terrain construction vehicles may be used, which are designed to minimize soil impact in damp areas.

Permanent impacts to wetlands occur where structures must be located within wetland boundaries. For the East Bethel portion of the Project, it is estimated that approximately no structures would be placed within wetlands.

➢ *Natural Vegetation*

The Project is located in North Central Hardwoods Ecoregion, which has undulating sandy plain with wetlands, some lakes, small grains, row crops, woodlands, and suburban development. This ecoregion is transitional between the predominantly forested Northern Lakes and Forests to the north and the agricultural ecoregions to the south. [5]

Impacts and Mitigation

No impacts to native vegetation are anticipated. Poles will not be placed in areas where native vegetation has been identified.

See Appendix A for impacts due to tree clearing along the transmission line right of way.

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[5] ftp://ftp.epa.gov/wed/ecoregions/mn/mn_map.pdf and http://www.hort.purdue.edu/newcrop/cropmap/ecoreg/descript.html#51

➢ *Flora & Fauna/Rare and Unique Natural Resources*

- Threatened and Endangered species

The USFWS website indicated that there are no threatened and endangered species present in Anoka County.[6]

- Rare and Unique Features

Rare and unique natural features include federal and state protected and rare species, remnant areas of native vegetation, significant natural resource sites, and significant natural features.

The DNR was also contacted requesting information on the possible effects of the proposed Project on rare and unique features in the Project area. The occurrences of these features were pulled from the DNR Heritage database and are shown on Figure 6-11. The majority of the features affected are animals. This includes the Red Shouldered Hawk, Blanding Turtle, Sand Hill Crane and various insects.

Impacts and Mitigation

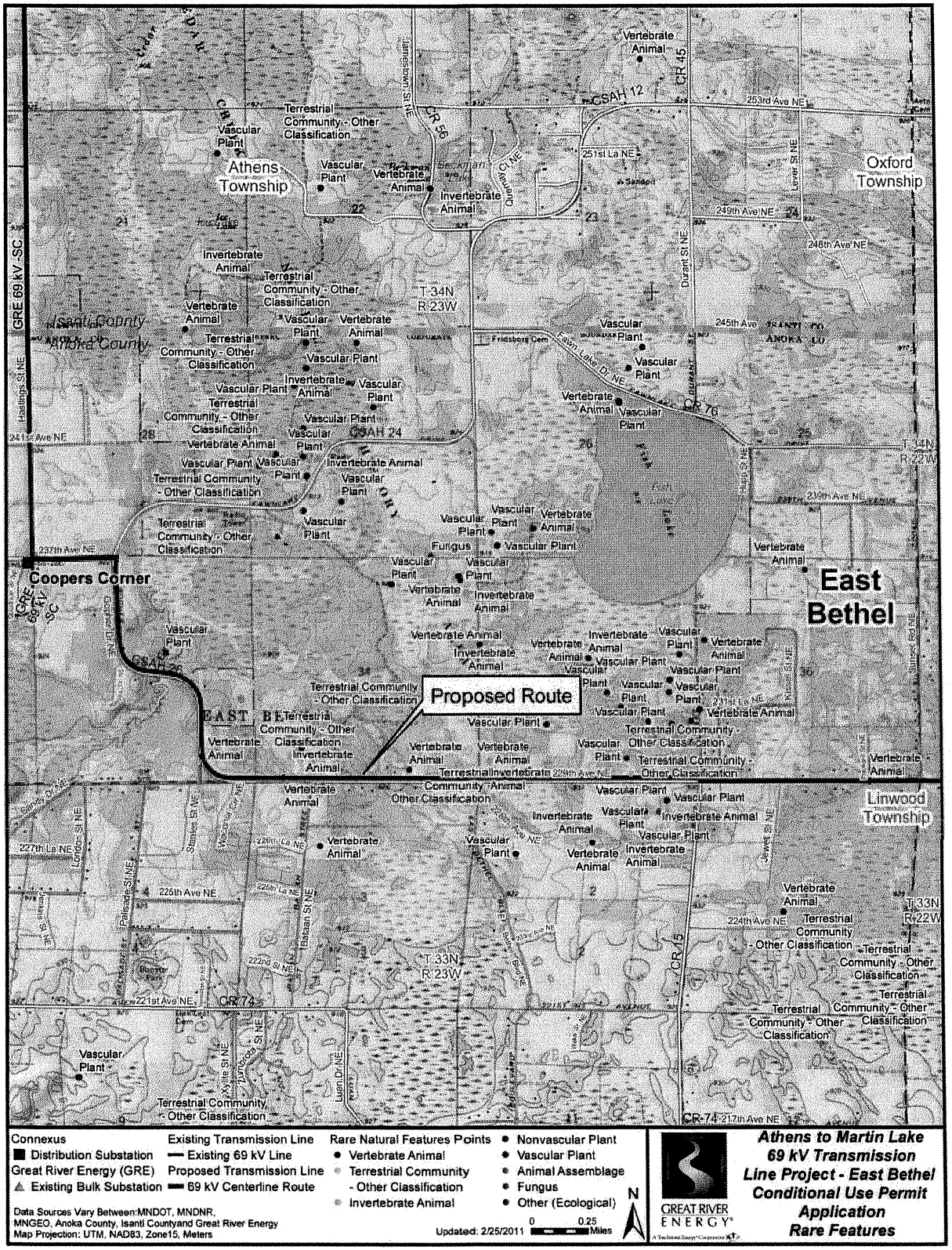
There is a potential for the temporary displacement of wildlife and loss of habitat with the new transmission line. Wildlife could be impacted within the immediate area of construction. The distance that animals will be displaced will depend on the species. Impacts to wildlife are anticipated to be short-term, as the transmission line will be constructed parallel to existing rights of way. Additionally, these animals will be typical of those found in forested and agricultural settings, and will not incur population level effects due to construction. When possible, impacts to wooded areas along the Proposed route will be avoided.

Raptors, waterfowl, and other bird species may also be affected by the construction and placement of the transmission lines. Avian collisions are a possibility after the completion of the transmission line and could potentially increase as a result of the proposed line. Waterfowl are typically more susceptible to transmission line collision, especially if the line is placed between agricultural fields that serve as resting areas or along major migration flyways.

[6] US Fish and Wildlife Webpage Endangered Species.
http://www.fws.gov/Midwest/Endangered/LISTS/minnesot-cty.html

Additionally, large birds, such as raptors are sometimes impacted by power lines through electrocution. This is generally an electric distribution issue, as electrocution may occur when birds with large wingspans come in contact with either two conductors, or a conductor and grounding device. Great River Energy's 69 kV transmission line designs for this Project will create greater separation between conductors and grounding devices to minimize electrocution hazards. Great River Energy will address other avian issues by working with the DNR and USFWS to identify any areas that may require marking transmission line shield wires to reduce the likelihood of collisions.

Figure 6-11 Rare Features in the Project Area



Physiographic Features

➢ *Topography*

The topography of Anoka County is the result of glacial deposition. The area is characterized by nearly level topography. The elevation ranges from approximately 916 to 931 feet mean sea level.[7]

Impacts and Mitigation

Construction of the Project will not alter the topography along the route; therefore, no mitigation is necessary or proposed.

➢ *Geology*

The Anoka Sand Plain Subsection consists primarily consists of a flat, sandy lake plain and terraces along the Mississippi River. Much of the sand plain, once thought to be fluvial, is probably lacustrine in origin.

Surface glacial deposits are usually less than 200 feet thick. The subsection is underlain by Cambrian and Ordovician dolomite, sandstone, and shale.

Soils are derived primarily from fine the sands of the sandy plain. Most of these sandy soils are droughty, upland soils (Psamments), but there are organic soils (Hemists) in the ice block depressions and tunnel valleys, and poorly drained prairie soils (Aquolls) along the Mississippi River. Seventy to eighty percent of the soils are excessively well drained sands and another twenty percent are very poorly drained.

Sod and vegetable crops are extensively grown on drained peat and muck areas. Urban development is rapidly expanding into the subsection. Species associated with oak openings and oak barrens are found to be abundant in the sandplain although large areas of opening and barrens are uncommon.[8]

Impacts and Mitigation

Construction of the Project will not alter the geology along the route; therefore, no mitigation is necessary or proposed.

➢ *Soils*

This region is made up of excessively drained sand and sandy loam soils on landforms that include broad sandy lake plain, which contains small dunes, kettle lakes, and tunnel valleys. Topography is level to gently rolling. There are small inclusions of ground moraine and end moraine. The other important landform is a series of sandy terraces associated with historic levels of the Mississippi River.

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[7] Park Rapids, MN Map. http://terraserver-usa.com
[8] http://www.dnr.state.mn.us/ecs/222Mc/index.html

Terraces are also associated with major tributaries of the Mississippi.[9] Soils in the Project area (Figure 6-12) tend to be fine sands and fine sandy loams.[10]

Impacts and Mitigation

Potential impacts of construction are compaction of the soil and exposing the soils to wind and water erosion. Impacts to physiographic features should be minimal during and after installation of the transmission line structures and substation, and these impacts will be short term. There should be no long-term impacts resulting from this Project.

Soils will be revegetated as soon as possible to minimize erosion or some other method used during construction to prevent soil erosion.

If over an acre of soil will be disturbed during the construction of the transmission line, Great River Energy will obtain a NPDES construction stormwater permit from the MPCA and will prepare a SWPPP. Erosion control methods and BMPs will be utilized to minimize runoff during line construction.

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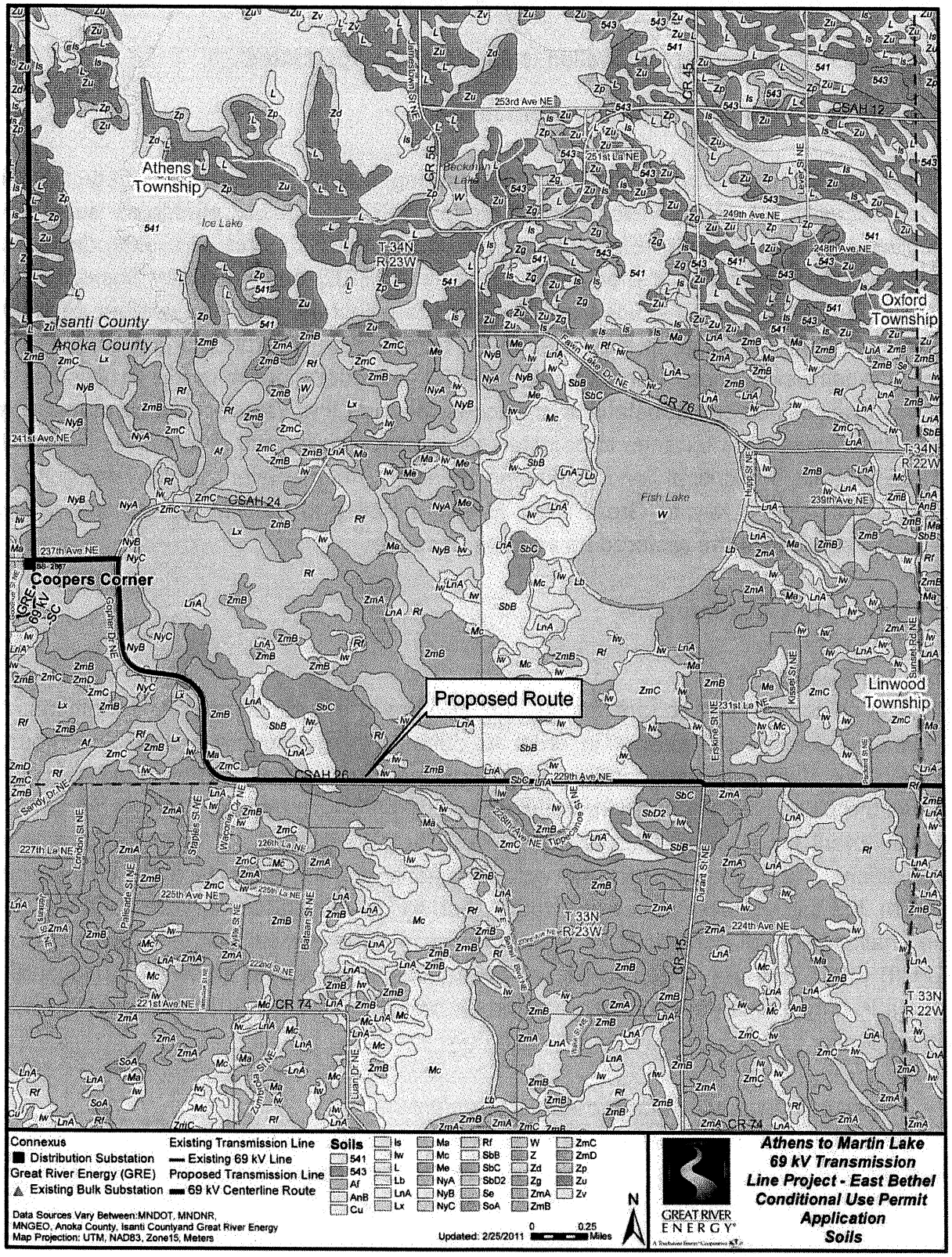
[9] [9] http://www.dnr.state.mn.us/ecs/222Mc/index.html
[10] http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx

Figure 6-12 Soil Types in the Project Area



6.2.3 Engineering/Construction considerations

For general engineering information, please refer to Appendix C.

Adherence to sound engineering practices

Great River Energy always adheres to sound engineering practices for safety, reliability and accessibility. Great River Energy closely follows industry standards such those outlined in the National Electrical Safety Code (NESC) and recommendations by Institute for Electrical and Electronics Engineers (IEEE) and American Society of Civil Engineers (ASCE). Power lines are designed to withstand extreme weather conditions and every effort is made to ensure safety in construction, operation and maintenance of our transmission lines. For example, careful consideration is made to ensure that transmission lines and substations are accessible and that vehicles can be maneuvered to allow regular maintenance to be safely and quickly performed. The same accessibility requirements are critical for maintaining reliability. In the event of an emergency or outage, access is key to Great River Energy's ability to quickly repair equipment so electric service can be restored as soon as possible.

Engineering considerations

- *Soil Conditions*

Soil conditions are important for several reasons. In soft or marshy conditions, the poles need to be set deeper in order to obtain the appropriate ground line moment (adequate stability to withstand maximum pulling force of line on pole) and support to keep the poles standing in extreme weather conditions and spring thaw. The standard embedment for a wood pole is 10% of the pole height plus 2 feet in average soil conditions. In the event that the soil conditions are not suitable for a considerable depth, the use of "side guy wires" would need to be utilized for the stability of the pole. In challenging soil conditions, a steel pole on a concrete caisson (straight sided drill shaft) foundation may need to be set to ensure for adequate stability. For Route A, there is only a small section near the creek crossing that would be of concern for soil conditions.

- *Point of Inflection / Required Angle Structures*

A structure at a point that causes the line to change direction is called a Point of Inflection (PI). Any PI over ½ degree of direction change requires guy wires on the pole to control the deflection and increase the strength of the pole from the bending moments incurred. In the event that there is not room for guy wires and anchors, an angle structure would need to be designed to handle the deflection and strength requirements. This can be a laminated wood pole or in extreme cases, a steel pole on a concrete caisson foundation. For Route A, there are four 90 degree turns that would require significant anchoring. Guyed structures would also be required on the two structures closest to the angle, each time the line changed from one side of the road to

the other (which has yet to be determined). Approximately three smaller angle structures may be required to follow along the curves of the roadways.

- *Structure Size*

Structures are designed to meet ground clearances as defined by the NESC. Great River Energy also adds additional feet to this clearance to account for hard packed snow and to anticipate any future environmental changes that may naturally occur. The standard clearance for a 69 kV transmission line is 23.5 feet. This clearance, along with the standard phase to phase (wire to wire) clearance as defined by the NESC, dictates the minimum structure height. Also, the longer the span (the distance between the poles) can cause larger sag in the conductors and affect the height of the pole. The addition of distribution underbuild on the poles under the phase wires adds to spacing requirements and adds to the pole height. The anticipated pole height for this route is 60 feet to 75 feet above ground level for structures that carry just the 69 kV phases and 70 feet to 80 feet above ground level for structures that have the distribution phases underbuilt under our 69 kV phases. Please see Figure 6-13 as an example of the proposed line with underbuild).

- *Span Lengths*

As stated above, span length directly impacts the structure size. On this route, structures that have distribution underbuild on the pole have a maximum span length of 300 feet. To reduce the number of poles, the spans are designed to be between 250 feet and 300 feet. Terrain may dictate a shorter span length in some areas. For structures with the 69 kV transmission phases only, spans can be longer, but are usually limited to around 400 feet due to the strength of the insulators that are supporting the conductor at the poles. In extreme cases, the terrain or an environmental permit may dictate a longer span, such as a water crossing. In those instances, an H-Frame or two-pole structure would need to be utilized to span 700 feet to 1000 feet. There is a potential for one of these spans on Route A as it crosses the creek on Gopher Drive NE.

- *Total Line Length*

Total line length is also an important consideration. Additional line length adds more structures and cost to the project. The total length of Route A in East Bethel is approximately 5.8 miles.

- *Special Construction Requirements*

Great River Energy typically sites transmission lines along roadways to maintain access to those transmission lines at any time. Transmission lines that are sited in wet areas or cross country through fields and/or wetlands require special construction requirements. The most economical and environmental situation is to construct during winter, so the ground is frozen and damage is minimal. In wetland areas, winter construction is the only means for heavy construction vehicles to be supported. In the event Great River

Energy is unable to construct during frozen ground conditions, construction mats would need to be utilized to build a platform for support. This route would have the lowest wetland acreage at approximately 2.15 acres.

Figure 6-13 Example of Proposed Line with Distribution Underbuild

➢ *Cost Effectiveness*

Great River Energy does not own the land in fee simple upon which the transmission line is constructed but, generally acquires easements from the property owners.

- **Easement Acquisition:** Route A would be approximately 10.4 miles in total length with approximately 5.8 miles within East Bethel. There are easements in place for the one mile of existing transmission line from the Coopers Corner Substation to the Athens Township/East Bethel border. Therefore, only 4.8 miles of new easements would be required, which translates to approximately 22 acres of new easements for the line within East Bethel (34 acres total).

  Constructing along Route A also would provide savings to Connexus member-customers because the existing Connexus Energy distribution line that runs along CSAH 26 is in need of upgrading. Current calculations indicate that under high demand circumstances, the line likely would not be reliable in providing sufficient electricity to users.

  Therefore, by upgrading the line and placing it on Great River Energy structures, Great River Energy would cover a portion of the costs that would otherwise be borne by Connexus were they to upgrade the line themselves. Plus, Great River Energy would be responsible for future easement maintenance such as tree pruning and structure repair/replacement.

- **Electric and Magnetic Fields (EMF)**
  As stated in the Executive Summary, EMF exist wherever electricity is produced or used and people are exposed to these fields every day. The *2002 Minnesota Department of Health White Paper on Electric and Magnetic Field Policy and Mitigation Options* states (see Page 36): "The Minnesota Department of Health concludes that the current body of evidence is insufficient to establish a cause and effect relationship between EMF and adverse health effects. However, as with many other environmental health issues, the possibility of a health risk from EMF cannot be dismissed."

  The proposed transmission line will have a magnitude of electric field density that is well below the standard established by the Minnesota Environmental Quality Board that EMF should not exceed 8 kV/m at one meter above ground.

  EMF has been studied for more than 30 years by governmental and scientific institutions all over the world. On balance, scientific evidence does not indicate that exposure to EMF causes adverse health outcomes. For the Athens to Martin Lake project, the maximum magnetic field at the center line of the proposed transmission line is calculated to be 16.65 mG when measured one meter (3.28 feet) above the ground. As you move to the edge of the right of way the magnetic field value drops off to 8.036 mG. The state of Minnesota does not

have any regulation on the strength of magnetic fields from very low frequency electric power lines. See Appendix C for further information regarding EMF.

- **Environmental permits:** Route A would involve conducting biological surveys and acquiring a DNR license for the public water crossings. The Corps would also require permits for discharge of fill in wetlands. The total cost would be approximately $12,000.

- **Construction and Planning Costs:** Route A is estimated to cost $3,677,700 to construct and approximately $6,537,000 in total.

APPENDIX A

GENERAL RIGHT OF WAY INFORMATION

GENERAL RIGHT OF WAY INFORMATION

Right of Way Requirements

Transmission line right of way widths depend on conductor blowout (distance the wire moves when it is blown in the wind) and the recommended clearances to obstructions along the route. For this proposed transmission line, if placed along roadways, approximately 70 feet of right of way will be required, 35 feet on either side of the transmission centerline. If the line is routed cross country, approximately 100 feet of right of way will be needed in wooded areas. Along roads, the transmission line structures will be placed approximately three feet outside the road right of way, in which case easements approximately 38 feet wide will be needed from the property owner adjacent to the road.

Additional right of way may be required for longer spans or special design requirements based on a final survey.

Right of Way Acquisition Procedures

When a route permit is issued, land rights acquisition will commence following a survey and preliminary determination of the transmission centerline. As a general practice, landowners will be contacted to review project details and to discuss the initial phase of the transmission project, including survey and soil investigation. Upon completion of the survey and preliminary design, landowners will be contacted and easement/fee acquisition negotiations will commence.

During the acquisition phase of the project, landowners are given a copy of the conveyance documents, which generally include easements, deeds, structure design or photos, an offer of compensation and a plan showing the proposed transmission line relative to the landowner's property. In addition to permanent easements necessary for the construction the line, temporary easements may be obtained from certain landowners for temporary construction, access, or staging areas for temporary storage of poles, vehicles, or other related items. Landowners will be notified in the event site access for soil boring is required to determine soil suitability in areas where certain soil characteristics may require special transmission structure design.

Tree Clearing and Staking

After land easements have been secured, landowners will be notified of the initial construction phase of the project including schedules, ingress and egress to and from the planned facility, tree and vegetation removal, damage mitigation, and other related construction activities.

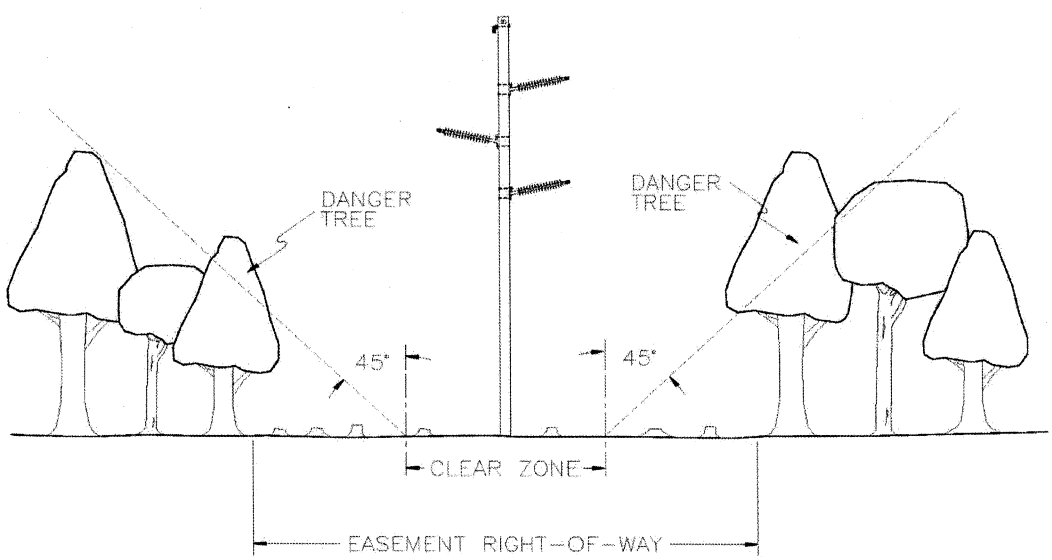
The first phase of construction activities will involve survey staking the centerline of the new transmission line, followed by removal of trees and other vegetation from

the right of way. Since 1996, three large-scale electric grid failures in the U.S. and Canada have been caused in part by trees, including the 2003 East Coast blackout that affected 50 million people. The federal government has since developed mandatory reliability standards including strict requirements for vegetation management to help prevent problems caused by tree contact with high voltage transmission lines. In turn, utilities have enhanced their vegetation management programs and begun taking a more proactive approach to maintaining clear zones around power lines.

As a general practice, low-growing brush or tree species are allowable at the outer limits of the easement area. Taller tree species that endanger the safe and reliable operation of the transmission facility are removed. Trees beyond the easement area that are in danger of falling into the energized transmission line must be removed to eliminate the hazard as shown in Figure A-1.

The second phase of construction will involve staking the location of structures, followed by structure installation and stringing of conductor wire.

Figure A-1 Standard Tree Removal Practices



Right of Way Restoration

Upon completion of construction activities, landowners will be contacted to determine whether or not construction damages have occurred. Areas that sustain construction damage will be restored as close to their pre-construction condition as possible. Landowners will be notified of the completion of the project, and asked to report any outstanding construction damage that has not been remedied or any other issue related to the construction of the transmission line. Once construction cleanup is complete and construction damages have been successfully mitigated, landowners will be sent a final contact letter signaling the close of the project and requesting notification of any outstanding issues related to the project.

APPENDIX B

GENERAL ENVIRONMENTAL INFORMATION

GENERAL ENVIRONMENTAL INFORMATION

Public Health and Safety

Proper safeguards would be implemented for construction and operation of the transmission facilities. We closely follow industry standards such as those outlined in the National Electrical Safety Code (NESC) and recommendations by Institute for Electrical and Electronics Engineers (IEEE) and American Society of Civil Engineers (ASCE). Power lines are designed to withstand extreme weather conditions and every effort is made to ensure safety in construction, operation and maintenance of our transmission lines. These standards are used for clearance to the ground, clearance to crossing utilities, strength of materials and right of way widths. Construction crews and/or contract crews would comply with these standards regarding installation of facilities and standard construction practices. Great River Energy's established safety procedures as well as industry safety procedures would be followed during and after installation of the transmission line, including clear signage during all construction activities.

The project would be equipped with protective devices to safeguard the public if an accident occurs and a structure or conductor falls to the ground. Great River Energy's existing substations are already equipped with breakers and relays located where existing 69 kV transmission lines connect to the substations. The Martin Lake and Cooper's Corner Substations include these same protections. The protective equipment is designed to de-energize the transmission line should such an event occur.
Once design details are available, Great River Energy will ensure that Federal Aviation Administration requirements for the project are met.

Impacts and Mitigation
No impacts to public health and safety are anticipated as a result of the project. Great River Energy will ensure that safety requirements are met during the construction and operation of the facility. Additionally, when crossing roads or railroads during stringing operations, guard structures will be utilized to eliminate traffic delays and provide safeguards for the public. With implementation of these safeguards and protective measures, no additional mitigation should be needed.

Displacement

The transmission line will be designed to avoid displacement of existing residences or businesses.

Public Services

Public services provided in the area (i.e., police, fire protection, waste collection, etc.) will not be affected by the proposed transmission project.

Noise

The conductors on the transmission line are a potential source of audible noise from the project. The following information is based on studies on a 115 kV transmission line that would be similar in audible noise for a 69 kV transmission line.

Noise Measurement

Noise levels are measured on a logarithmic scale in units of decibels. Because human hearing is not equally sensitive to all frequencies of sound, it is customary to apply a weighting factor so the overall measured sound pressure level will relate as closely as possible to the ear's perception of the sound. The A-weighting network is typically used and the measured sound level is expressed in units of decibels A-weighted (dB(A)). In general terms, a noise level change of 3 dB(A) is imperceptible to human hearing. A 5 dB(A) change in noise level is clearly noticeable. A 10 dB(A) change in noise level is perceived as a doubling of noise loudness. Estimates of some common noise sources are presented in Table A-1.[11]

Table A-1 Common Noise Levels

Sound Level db(A)	Noise Source
140	Jet Engine (at 25 meters)
130	Jet Aircraft (at 100 meters)
120	Rock and Roll Concert
110	Pneumatic Chipper
100	Jointer/Planer
90	Chainsaw
80	Heavy Truck Traffic
70	Business Office
60	Conversational Speech
50	Library
40	Bedroom
30	Secluded Woods
20	Whisper

[11] *A Guide to Noise control in Minnesota*, Minnesota Pollution Control Agency (1999). http://www.pca.state.mn.us/waste/pubs/noise.pdf

Noise Regulations

The Noise Control Requirement states that noise contributors shall comply with the Noise Area Classifications (NAC) established in Minnesota Rules part 7030.0040,[12] which are shown in Table A-2.

The NAC is based on land use activity at the location of the receiver.[13] For example, household units are defined under NAC (1), bus passenger terminals are defined under NAC (2), and transportation right of way is defined under NAC (3).[14] NAC (1) also includes other noise-sensitive areas such as medical and other health services, religious services, educational services and camping areas.[15]

Table A-2 Noise Area Classifications[16]

	Day (0700-2200)		Night (2200-0700)	
NAC	L_{50}	L_{10}	L_{50}	L_{10}
1	60	65	50	55
2	65	70	65	70
3	75	80	75	80

Minnesota Rules part 7030 uses the decibel A-weighting network and applies statistical sound levels (L-Level Descriptors) to account for changes in sound levels over a period time as shown in Table A-2. The L_{10} is defined as the noise level exceeded 10 percent of the time, or for six minutes in an hour. The L_{50} is the noise level exceeded 50 percent of the time, or for thirty minutes in an hour. The L_5 is the noise level exceeded five percent of the time, or for three minutes in an hour.

Conductor Noise

Audible noise from electrical conductors is due to point source corona (minor breakdown of air insulating a conductor) and is a function of conductor voltage gradient. Noise emission from a transmission line occurs during heavy rain and wet conductor conditions. In foggy, damp, or rainy weather conditions, power lines can create a crackling sound due to the small amount of electricity ionizing the moist air near the wires. During heavy rain, the general background noise level is usually greater than the noise from the transmission line and few people are out near the line at these times. As a result, people do not normally notice audible noise from a transmission line during heavy rain. Transmission lines will typically produce audible noise at household background levels during light rain, dense fog, snow and other times when there is moisture in the air. During dry weather, audible noise from transmission lines is barely perceptible.

The proposed 69 kV line is a lower voltage that typically does not have an issue with corona and should not exceed approximately 12 dB(A) (essentially inaudible) at the edge of the right of way during fair weather conditions.

[12] Minn. R. 7030.0030 (2003).
[13] Minn. R. 7030.0050 (2003).
[14] Minn. R. 7030.0050 (2003).
[15] Minn. R. 7030.0050 (2003).
[16] Minn. R. 7030.0040 (2003).

The industry standard for utilities is calculated based on L_{50} and L_5 for audible noise emissions. The worst-case scenario is when the transmission line is exposed to heavy rain conditions (one inch per hour). Anticipated levels for heavy rain conditions for 115 kV lines based on the results from the Bonneville Power Administration Corona and Field Effects Program version 3 (U.S. Department of Energy, Bonneville Power Administration (BPA), Undated) are listed in Table A-3.

Table A-3 BPA Program Results – Heavy Rain Case

L_5	L_{50}	NAC Category
17.7 dB(A)	14.2 dB(A)	1 (edge of right of way)
18.8 dB(A)	15.3 dB(A)	3 (directly under the line)

BPA has developed a general guideline based upon public response to alternating current (AC) transmission line audible noise. The guideline indicates that numerous complaints can be expected if the line noise exceeds approximately 58.5 dB(A) and that few complaints should be expected if audible noise is limited to 52.5 dB(A). The calculated values for the proposed project are well below the guidelines mentioned above and audible noise will be barely perceptible during fair weather.

Impacts and Mitigation

The calculated noise values for the proposed project are well below the Minnesota regulatory limits. No impacts are anticipated; therefore, no mitigation is necessary or proposed.

Air Quality

The only potential air emissions from a transmission line result from corona, which may produce ozone and oxides of nitrogen. This can occur when the electric field intensity exceeds the breakdown strength of the air. For a 69 kV transmission line, the conductor surface gradient is typically below the air breakdown level. As such, it is unlikely that any measurable emissions would occur from the conductor surface. No impacts to air quality are anticipated due to the operation of the transmission line.

Temporary air quality impacts caused by construction vehicle emissions and fugitive dust from right of way clearing and construction are expected to occur. Exhaust emissions from diesel equipment will vary during construction, but will be minimal and temporary. The magnitude of emissions is influenced heavily by weather conditions and the specific construction activity taking place. Appropriate dust control measures will be implemented.

Aesthetics

In general, aesthetic impacts are dependent on the response of the viewer. Viewer response is based on the sensitivity and exposure of the viewer to a particular viewshed. Sensitivity relates to the magnitude of the viewer's concern for the viewshed, while exposure is a function of the type, distance, perspective and duration of the view. Sensitivity can be described in terms of "levels of sensitivity." Three levels of sensitivity can be used to identify potential impact areas:

- Low Visual Sensitivity – motorists viewing transmission lines from the perspective of the roads they traverse.
- Moderate Visual Sensitivity – recreationalists, such as bird watchers, hikers, hunters and other individuals whose activity is specific to and who are sensitive to a finite geographic location, and who are sensitive to man-made structures and their impact on the natural environment.
- High Visual Sensitivity – residential viewers who own property within 500 feet of the Proposed Route alignment and are concerned about the structures and how they impact the view of the natural environment.

The structures proposed for the transmission line will have a narrow profile that is designed to be less intrusive than other types of structures.

The transmission line will be visible along the roads that it parallels. In some areas it will replace an existing distribution line, which will be attached to the new poles. Homes within 500 feet of the Proposed Route alignment will be the most likely to have their viewshed affected by the construction of a transmission line, and are therefore considered potentially high visual sensitivity resources.

Impacts and Mitigation

Although the new transmission line will be a contrast to surrounding land uses, Great River Energy will work with landowners to identify concerns related to the proposed transmission line. In general, mitigation includes enhancing positive effects as well as minimizing or eliminating negative effects.

- Location of structures, right of way and other disturbed areas will be determined with input from landowners or land management agencies to minimize visual impacts.

- Care will be used to preserve the natural landscape; construction and operation will be conducted to prevent any unnecessary destruction of the natural surroundings in the vicinity of the work.

- New transmission lines will parallel existing transmission lines and other rights of way, to the extent that such actions are practical and do not violate sound engineering principles or system reliability criteria.

- Structures will be placed at the maximum feasible distance from highway, trail and water crossings, within limits of structure design.

- Landowners will be compensated for removal of mature yard trees, either through easement negotiations or on a separate basis.

APPENDIX C

GENERAL ENGINEERING INFORMATION

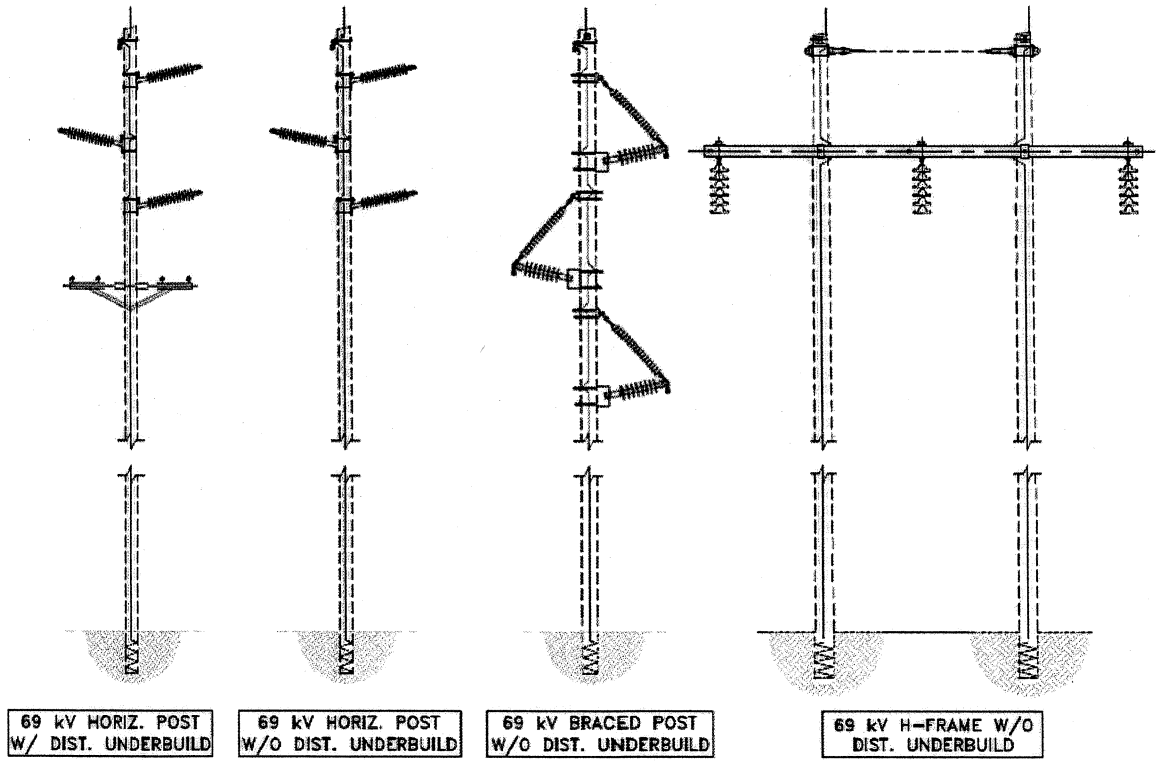
GENERAL ENGINEERING INFORMATION

Transmission Structures

Design voltage of the proposed transmission line is 69 kV (69,000 volts). The transmission line would be constructed with 477 aluminum conductor steel supported (ACSS). The line would use three single conductors and one shield wire (not bundled).

Typical structure types to be used for this project are shown in Figure A-2.

Figure A-2 Schematic Diagrams of Typical Great River Energy Structures



Single pole wood structures with horizontal post insulators would be the primary structure used for the project. Horizontal post insulators would be used unless design requires longer spans beyond the capability of the insulators, in which case a braced post design will be utilized to accommodate the increased loadings. Angles in the line will require guying (the use of anchors and support cables) or specialty structures. Where guying is not practicable, direct embedded laminated wood poles or steel poles on drilled pier concrete foundations would be utilized.

Structures, pole heights and spans would vary depending upon topography and environmental constraints (such as highway crossings, stream crossings, and required angle structures).

Single pole with underbuild design would be used in areas where the new transmission line will overtake Connexus distribution lines along CSAH 26.

H-Frame design structures may be used in areas with rugged topography and where longer spans are required to avoid or minimize impacts to wetlands or waterways.

Construction Considerations

The transmission line would be designed to meet the NESC and the Institute of Electrical and Electronics Engineers standards. The NESC recommends minimum safety standards for clearances over roadways, buildings, signs, light standards, and other facilities.

Great River Energy has company standards that meet or exceed the NESC requirements. Clearances over highways and roadways will exceed the 24.1 feet recommended by the NESC and may be limited by the Minnesota Department of Transportation (MnDOT) or local county highway permitting. Although the existing standards give recommended clearances over buildings, Great River Energy generally does not locate transmission lines directly over a building unless it cannot be avoided. Horizontal clearances to buildings, signs, light standards, and other installations will be determined by calculating the blowout of the wire, structure deflection, and safe electrical clearance from the line.

Material Requirements

The construction of the transmission line will require the use of renewable, recycled and non-renewable resources. The renewable resources consist of the wooden poles, the recycled resources consist of conductors and shield wires, and the non-renewable resources consist of insulators, and related hardware.

Electric and Magnetic Fields

Electric and Magnet Fields (EMF) exists wherever electricity is produced or used. EMF surrounds any electrical appliance or wire that is conducting electricity. Everyone is exposed to these fields. You are exposed at home when you turn on a lamp, e-mail a friend, or use an electric oven or microwave to cook your dinner. In all likelihood, you're surrounded by EMF from electrical equipment in your workplace, too.

The term "EMF" refers to electric and magnetic fields that are coupled together such as in high frequency radiating fields. For lower frequencies such as for power lines, EMF should be separated into electric fields and magnetic fields. Transmission lines operate at a frequency of 60 hertz (Hz) (cycles per second), which is in the non-ionizing portion of the electromagnetic frequency spectrum. Fields are considered ionizing when they

cause electrons to eject from their orbits around a normal atom, which typically occurs in frequency ranges of 10^{16} to 10^{22} Hz.

Electric Fields

The transmission line voltage generates an electric field, but the magnitude of the electric field rapidly decreases with distance from the conductor. The electric field is expressed in a unit of volts per meter. Although there is no state or federal standard for transmission line electric field exposures, the Minnesota Environmental Quality Board (EQB) developed a standard of a maximum electric field limit of 8 kV/m at one meter above ground. That standard, which has been used by the Public Utilities Commission in routing assessments, was implemented to mitigate serious hazard from shocks when touching large objects parked under transmission lines with voltage of 500 kV or greater.

Table A-4 summarizes the electric fields calculated for a 69 kV line.

Magnetic Fields

Magnetic fields result from the flow of electricity (current) in the transmission line. The intensity of the magnetic field is related to the current flow through the conductors. The magnetic field associated with the transmission line surrounds the conductor and rapidly decreases with the distance from the conductor. The value of the magnetic field density is expressed in the unit of gauss (G) or milligauss (mG).

Table A-5 summarizes the magnetic fields calculated for a 69 kV line.

Health Effects

The issue of potential health effects from EMF exposure has been studied for more than 30 years by government and scientific institutions all over the world. On balance, scientific evidence does not indicate that exposure to EMF causes adverse health outcomes. The 2002 Minnesota Department of Health White Paper on Electric and Magnetic Field Policy and Mitigation Options states (page 36): "The Minnesota Department of Health concludes that the current body of evidence is insufficient to establish a cause and effect relationship between EMF and adverse health effects. However, as with many other environmental health issues, the possibility of a health risk from EMF cannot be dismissed." [17]

Great River Energy designs its lines in such a way that reduces the fields inherent to transmission lines whenever possible. This would be done by:

- Using the Modified Delta Configuration shown in Figure A-2. This proposed configuration will use the neighboring conductors to cancel out EMF.
- Maximize the distance of the conductors from the ground.
- Use a grounding wire that reduces the EMF and provide lightning protection.

[17] Minnesota Department of Health. *EMF White Paper on Electric and Magnetic Field* (EMF) Policy and Mitigation Options. 2002; National Research Council. *Possible Health Effects of Exposure to Residential Electric and Magnetic Fields*. 1997; www.niehs.nih.gov/health/topics/agents/emf/. http://www.greatriverenergy.com/deliveringelectricity/faqs/mndohwhitepaperemf.pdf

Great River Energy supports the continued research of EMF and potential health effects. Great River Energy provides financial contributions, primarily through membership in the Electric Power Research Institute (EPRI), for multiple programs that build on the previous studies and produce peer reviewed findings. Peer reviewed studies are the foundation for producing credible and valid results. It is a quality-control system that subjects all scientific discoveries, ideas and implications to scrutiny and critique by expert scientists who were not involved in the studies, before they become widely accepted. The Minnesota Department of Health's EMF white paper was based on peer reviewed research findings. Other peer reviewed finding are available from the following:

Sources:

- Minnesota Department of Health – Minnesota Interagency Working Group on EMF Issues: A White Paper on Electric and Magnetic Field Policy and Mitigation options. Find it at http://www.greatriverenergy.com/deliveringelectricity/faqs/mndohwhitepaperemf.pdf

- Wisconsin Public Service Commission white paper on EMF: www.psc.wi.gov/thelibrary/publications/electric/electric12.pdf

- National Institute of Environmental Health Sciences (NIEHS) booklet, EMF: Electric and Magnetic Fields Associated with the Use of Electric Power. Find it and other links at www.niehs.nih.gov/health/topics/agents/emf/

- Western Area Power Administration: Electric and Magnetic Fields: Facts. Find it at www.wapa.gov/newsroom/pdf/emfbook.pdf

- World Health Organization Fact Sheet Electro-magnetic fields and public health. Find it at ww.who.int/mediacentre/factsheets/fs322/en/index.html. Find other general information on EMF at www.who.int/peh-emf/en/

- American Cancer Society: Information about unproven risks – non-ionizing radiation. Find it at http://www.cancer.org/Cancer/CancerCauses/OtherCarcinogens/MedicalTreatments/radiation-exposure-and-cancer

General Informational Websites

Electric Power Research Institute	http://emf.epri.com
National Cancer Institute (U.S.)	http://www.cancer.gov/cancertopics/factsheet/Risk/magnetic-fields
National Institute of Environmental Health Sciences (U.S.)	http://niehs.nih.gov/health/topics/agents/emf/
World Health Organization	http://www.who.int/peh-emf/en/
Wisconsin Public Service Commission EMF Publication	http://psc.wi.gov/thelibrary/publications/electric/electric12.pdf

Summary

The proposed 69 kV line will have a maximum electric field density of approximately 0.211 kV/m at 15 feet offset of the centerline of the conductors, one meter above grade. This is well below the EQB guideline limit of 8 kV/m that has been imposed in other transmission line routing proceedings. Research on the biological effects from electric fields on animals and humans has shown no significant association with disease in humans.

The maximum magnetic field for the project is 16.65 mG at 5 feet offset of the centerline of the conductors with distribution underbuild in a maximum loading scenario. The scientific consensus is that studies have not shown a link between EMF and health effects.

Table A-4 Calculated Electric Fields (kV/m) for Proposed 69 kV Transmission Line Designs (3.28 feet above ground)

Scenario	Maximum Operating Voltage (kV)	Distance to Proposed Centerline										
		-300'	-200'	-100'	-50'	-25'	0'	25'	50'	100'	200'	300'
Final Operation No Distribution Underbuild Average Load	72	0.00	0.01	0.03	0.09	0.13	0.10	0.17	0.08	0.03	0.01	0.00
Final Operation No Distribution Underbuild Emergency Load	72	0.00	0.01	0.03	0.09	0.13	0.10	0.17	0.08	0.03	0.01	0.00
Final Operation with Distribution Underbuild Average Load	72	0.01	0.01	0.03	0.09	0.13	0.10	0.20	0.08	0.03	0.01	0.00
Final Operation with Distribution Underbuild Emergency Load	72	0.01	0.01	0.03	0.09	0.13	0.10	0.20	0.08	0.03	0.01	0.00

Note: The maximum electric field for the proposed project is 0.211 kV/m, fifteen feet offset of centerline. This is well under the maximum limit of 8 kV/m that has been a permit condition imposed by EQB in other transmission line routing proceedings.

Table A-5 Calculated Magnetic Fields (mG) for Proposed 69 kV Transmission Line Designs (3.28 feet above ground)

Scenario	Maximum Operating Voltage (kV)	Distance to Proposed Centerline										
		-300'	-200'	-100'	-50'	-25'	0'	25'	50'	100'	200'	300'
Final Operation No Distribution Underbuild Average Load	72	0.00	0.08	0.31	1.09	2.96	6.68	3.04	1.11	0.31	0.08	0.00
Final Operation No Distribution Underbuild Emergency Load	72	0.09	0.27	0.97	2.85	5.66	8.79	6.10	3.07	1.02	0.28	0.08
Final Operation with Distribution Underbuild Average Load	72	0.06	0.28	1.03	3.21	6.83	9.40	4.87	2.65	0.93	0.27	0.07
Final Operation with Distribution Underbuild Emergency Load	72	0.17	0.42	1.60	5.07	11.12	15.80	7.21	3.88	1.40	0.40	0.18

Note: The maximum magnetic field for the Project is 16.65 mG, five feet offset of the centerline.

Ozone and Nitrogen Oxide Emissions

Corona, which may produce ozone and oxides of nitrogen, consists of an ionic or electrical discharge from the surface of a transmission line conductor. It occurs when the electric field intensity or surface gradient on the conductor exceeds the breakdown strength of air. For a 69 kV transmission line, the conductor surface gradient is usually below the air breakdown level.

Some imperfection, such as loose conductor support hardware or water droplets, is necessary to cause corona. When corona occurs, it will be within a few centimeters or less immediately surrounding a conductor. Ozone also forms naturally in the lower atmosphere from lightning discharges and from reactions between solar ultraviolet radiation and air pollutants such as hydrocarbons from auto emissions.

The natural production rate of ozone is directly proportional to temperature and sunlight and inversely proportional to humidity. Therefore, humidity (or moisture), the same factor that increases corona discharges from transmission lines, inhibits the production of ozone. Ozone is a very reactive form of oxygen and combines readily with other elements and compounds in the atmosphere. Because of its reactivity, ozone is relatively short-lived.

On July 18, 1997 the Environmental Protection Agency (EPA) promulgated a regulation (62 Federal Register 38856) replacing the 1-hour ozone 0.12 parts per million (ppm) standard with an 8-hour standard of 0.08 ppm. The form of the 8-hour standard is based on the 3-year average of the annual fourth-highest daily maximum 8-hour average ozone concentrations measured at each monitor within an area. Calculations using the BPA *Corona and Field Effects Program Ver. 3*[18] for a standard single circuit 115 kV project, which would be greater than a 69 kV single circuit, predicted a maximum concentration of 0.006 ppm near the conductor and 0.002 ppm at one meter above ground during foul weather or worst case conditions with rain at one inch per hour. During a mist (rain at 0.01 inch per hour) the maximum concentrations decreased to 0.0002 ppm near the conductor and 0.0001 ppm at one meter above ground level. For both cases, the ozone levels are below EPA standards.

Most calculations for the production and concentration of ozone assume high humidity or rain with no reduction in the amount of ozone due to oxidation or air movement. These calculations would therefore overestimate the amount of ozone that is produced and concentrated at ground level. Studies designed to monitor the production of ozone under transmission lines have generally been unable to detect any increase due to the transmission line facility.

Radio/TV Interference

Corona discharges from the conductors of a transmission line can occur when the voltage gradient in the vicinity of the conductors exceeds the breakdown strength of air and can result in audible noise. In addition, the discharges can also result in radio

[18] United States Department of Energy, Bonneville Power Administration. Corona and Field Effects Program Version 3.0 Computer Program. Vancouver, WA.

frequency (RF) noise. Corona becomes more of an issue as the line operating voltage increases; the most significant factor with respect to radio and television interference is not the magnitude of the transmission line –induced RF noise, but how the transmission line-induced RF noise compares with the strength of the broadcast signal. Very few radio noise problems have resulted from existing 69 kV transmission lines, because broadcast signal strength within a radio station's primary coverage area is great enough that adequate signal to noise ratios are maintained.

If radio interference from transmission line corona does occur with AM radio stations presently providing good reception, satisfactory reception can be obtained by appropriate modification of (or addition to) the receiving antenna system.
Interference with FM broadcast station reception is generally not a problem because:

- Corona-generated RF noise currents decrease in magnitude with increasing frequency and are quite small in the FM broadcast band (88-108 megahertz), and

- Excellent interference rejection properties inherent in FM radio systems make them virtually immune to amplitude type disturbances.

A two-way mobile radio located immediately adjacent to and behind a large metallic structure (such as a steel tower) may experience interference because of signal blocking effects. Movement of either mobile unit so that the metallic structure is not immediately between the two units should restore communications. This would generally require a movement of less than 50 feet by the mobile unit adjacent to a metallic tower. Noise in the frequency range of cellular type phones is almost nonexistent and the technology used by these devices is superior to that used in two-way mobile radio.

As in the case with AM radio interference, corona-generated noise could cause interference with TV picture reception because the picture is broadcast as an AM signal. The level of interference depends on the TV signal strength for a particular channel (TV audio is an FM signal typically not impacted by transmission line RF noise).

Due to the higher frequencies of the TV broadcast signal (54 MHz and above), 69 kV transmission lines seldom result in reception problems within a station's primary coverage area. In the rare situation that the proposed transmission line would cause TV interference within a broadcast station's coverage area where good reception is presently obtained, Great River Energy will work with the affected party to correct the problem. Usually any reception problem can be corrected with the addition of an outside antenna.

TV picture reception interference can also be the result of a transmission structure blocking the signal to homes in close proximity to a structure. Because the structures proposed for this project will primarily be wood, this is unlikely to occur. However measurements can be made to verify whether a structure is the cause of reception problems. Reception problems can usually be corrected with the addition of an outside antenna, an amplifier, or both.

Loose and/or damaged hardware may also cause television interference. If television or radio interference is caused by or from the operation of the proposed 69 kV line within a broadcast station's primary coverage area where good reception is presently obtained, Great River Energy will inspect and repair any loose or damaged hardware in the transmission line, or take other necessary action to restore reception to the present level.

Because the conversion to digital television is very recent, no data are available at this time to assess the effects of transmission lines on digital service.

CONSTRUCTION PRACTICES AND OPERATION AND MAINTENANCE OF THE TRANSMISSION LINE

Construction Practices

The proposed 69 kV transmission line would be constructed at existing grade elevations. Therefore, no pole locations would require grading, unless it is necessary to provide a level area for construction access and activities.

Great River Energy designs and constructs transmission lines using the most cost-effective methods based on past experiences and practices and in compliance with the latest industry standards, as well as environmental and other permit conditions. Great River Energy adheres to NESC standards regarding clearances to ground, clearance to crossing utilities, clearance to buildings, right of way widths, erecting power poles, and stringing of transmission line conductors.

Great River Energy typically utilizes outside contractors for construction activities on large transmission line projects. The specifications used are developed by Great River Energy's Engineering and Project Management department. A copy of Great River Energy's easement restriction list, environmental restriction lists, and any required local permits are given to the awarded contractor prior to construction.

Typical angle structures will be wood, laminated wood, or steel direct- embedded poles. The structures will require a hole be dug 10 to 15 feet deep with 3 to 4 feet diameter for each pole. Any excess soil will be thin spread or removed from the site as required. The poles may be backfilled with native soils, crushed rock or concrete depending on design conditions. In lowland areas, a galvanized steel culvert may be also inserted for pole stability due to poor soil capacity.

Angle structures will typically be guyed. In some instances, an angle structure may consist of a self-supporting steel pole that will require a drilled pier concrete foundation. The pier will typically have a diameter of 4 to 8 feet. The hole may require a typical depth of 15 to 30 feet deep depending on design requirements. The pier will be filled with concrete delivered to the site via concrete trucks from a local batch plant.

Poles may be delivered to the staked location or to a designated marshalling yard depending on delivery and contractor availability. If the poles are delivered to a staked

site, they are placed on the right of way out of the clear zone of any adjacent highways or designed pathways. The poles are typically framed with insulators and hardware on the ground and then lifted and placed in the hole via a bucket truck or a crane, depending on the weight of the structure.

Once the structures have been erected, conductors are installed by establishing stringing setup areas within the right of way. These stringing setup areas are typically located every two miles along the project route. The conductors are pulled with a rope lead that connects to every structure through a dolly attached at the insulator location. Temporary guard or clearance poles are installed at crossings to provide adequate clearance over other utilities, streets, roads, highways, railroads, or other obstructions after any necessary notifications are made or permit requirements met to mitigate any concerns with traffic flow or operations of other utilities.

In lowland areas, construction activities may occur during the winter season to mitigate any damage to wetland areas or other sensitive areas, or to comply with required crossing permits. A pre-construction conference will outline any special requirements for the contractor prior to the start of any construction activities.

During construction, when temporary removal or relocation of fences may occur, installation of temporary or permanent gates may be required. Great River Energy right of way agents will coordinate with the landowners on replacement of fences and gates. As part of easement restriction lists, the contractor will work around cultivated areas until harvest has occurred.

Operation and Maintenance

Great River Energy will periodically use its transmission line right of way to perform inspections, maintain equipment, and repair damage. Regular maintenance and inspections will be performed over the life of the facility to ensure a reliable system. Annual inspections will be done by foot, snowmobile, All-Terrain Vehicles, pickup truck, or by aerial means. These inspections will be limited to the acquired right of way and areas where obstructions or terrain require access off the easement. An aerial inspection of each transmission line is conducted six times a year and once a year by ground to ensure reliable operation.

Great River Energy's Transmission Construction & Maintenance department will conduct vegetation surveys and remove undesired vegetation that will interfere with the operation of the transmission line. Frequency of vegetation maintenance is on a three to seven year cycle. Right of way clearing practices include a combination of mechanical and hand clearing. Where conditions permit and with the property owner's permission, Great River Energy also uses herbicides as an effective and economical method of controlling tree and brush growth. Great River Energy's herbicide application methods follow U.S. Environmental Protection Agency and state agency regulations. Herbicides are applied by licensed applicators.

East Bethel Fire Department

2241 221st Avenue NE
East Bethel, Minnesota 55011

Fire Chief Mark DuCharme
763-367-7886
mark.ducharme@ci.east-bethel.mn.us

Date: March 18, 2011

To: Stephanie Hanson, City Planner

From: Fire Chief Mark DuCharme

RE: Great River Energy (GRE) Transmission Line

Ms. Hanson;

Great River Energy (GRE) will need to provide certain information to be included in the City of East Bethel's Emergency Operation Plan.

This information includes:

Type of hazards from the transmission line
Emergency 24 hour 7 day a week contact telephone numbers
Any area of evacuation in case of emergencies (down lines)
GRE's Emergency Response Plan and estimated time to be on scene
A map showing the route of the transmission line through the City of East Bethel
In case of wildland fires, amount of heat and or flame exposure to line and towers that is acceptable.

This information would be incorporated into the City of East Bethel Emergency Operation Plan as a separate Annex.

Thank You

Attachment #11

EAST BETHEL PLANNING COMMISSION MEETING

March 22, 2011

The East Bethel Planning Commission met on March 22, 2011 at 7:00 P.M for their regular meeting at City Hall.

MEMBERS PRESENT:	Eldon Holmes	Lorraine Bonin	Brian Mundle, Jr.
	Tim Landborg	Dale Voltin	Julie Moline
MEMBERS ABSENT:	Glenn Terry		
ALSO PRESENT:	Stephanie Hanson, City Planner Heidi Moegerle, City Council Member		

Adopt Agenda

Acting Chairperson Holmes called the March 22, 2011 meeting to order at 7:01 P.M.

Holmes motioned to adopt the March 22, 2011 agenda. Bonin seconded; all in favor, motion carries.

Public Hearing: Conditional Use Permit. A request by applicant, Great River Energy, to obtain a Conditional Use Permit for the placement of a transmission line in portions of the City of East Bethel.

According to GRE, GRE is a generation and transmission cooperative electric company that supplies wholesale power to 28 distribution cooperatives in Minnesota and Wisconsin, including Connexus and East Central Energy. The purpose of the project is to ensure the electric system meets the needs of growing areas including East Bethel, Linwood Township, Athens Township, Cambridge, Stanford Township, St. Francis and others, while also balancing the need to be fiscally responsible. Due to growth in East Bethel and surrounding areas, the region is at risk for interruption of electrical service; therefore, GRE proposes to construct a transmission line to address system deficiencies and proactively ensure the homes and businesses in these communities continue to receive reliable, quality electric service.

Ordinance 15, Second Series (adopted by City Council on January 6, 2010), establishes the requirements and criteria for conditional use permits for transmission lines in the City of East Bethel.

According to the ordinance, Phase 1 includes a work group process in which the work group will conduct an analysis of the proposed routes and present its report to the city's Planning Commission. The work group was established by City Council in September 2010 and has been holding work group meetings with GRE representatives since then.

According to the code, the *"work group will conduct an analysis of the alternatives and present its report to the city's Planning Commission. The city's Planning Commission, based on the work groups' submittals and applicant presentation, will narrow the alternatives for the siting of the transmission line or facility. Following the Phase 1 process, the applicant may submit an application for a conditional use permit."* On Monday, February 7, 2011, the work group

Attachment #12

unanimously made a recommendation of a route that was not originally presented to Planning Commission for the transmission line location. This route is known as "Route I." Altogether the group worked with GRE on 14 routes.

The work group made this recommendation by taking into consideration the minimal impacts to existing ecological areas, including Cedar Creek Natural History Area; it affects the least amount of people, and has fewer turns and angles than the other routes. The majority of the line would be in Athens Township and Linwood Township, with a small portion affecting the area on the northeast side of Fish Lake/Cedar Creek Natural History Area. This information was conveyed to GRE; they conducted an analysis of this proposed route, which is part of Attachment #3 of the staff report. Athens Township and Linwood Township have been advised of the route.

Mr. Pete Criswell, East Bethel resident and member of the work group, has submitted a compilation of information as Attachment #9. The information includes photos to demonstrate the visual effects of 69kV transmission lines, a letter discussing the unanimous decision of the work group for Route I, and documentation supporting his decision to vote for Route I. Staff has also included a CD with the information so the commission members have the chance to see the photos in color, which in staff's opinion has a much more visual impact than the black and white photos attached to the staff report. Also as part of the information, staff has included a letter from Mr. Lou Cornicelli, East Bethel resident and member of the work group. Mr. Cornicelli reviewed Mr. Criswell's documents and believes the information submitted presents a compelling case as to why the work group recommended Route I. Staff highly encourages Planning Commission to review this document as it may provide hindsight of the thinking process of the work group and how they arrived at their decision.

On February 22, 2011, Planning Commission heard the recommendation of Route I (Attachment #5, Planning Commission Meeting Minutes, February 22, 2011). Work group members, Mr. Cornicelli and Mr. Criswell, attended the meeting. Mr. Cornicelli spoke on behalf of the work group by answering questions of the Planning Commission and explaining reasons behind the recommendation of Route I, such as the environmental impacts, impacts to property owners, and the effects the project has on the City.

At the meeting, GRE presented their preferred route known as Route A (Attachment #4). Some of the reasons GRE prefers Route A is because it is the shortest viable route, shortest length of transmission line to build, fewer easements to obtain, and the lowest construction costs. Ultimately, Planning Commission recommended Route A for the proposed line location. Therefore, GRE has submitted a request for a CUP to construct the 69kV transmission line along Route A.

According to GRE's application, the purpose of it is to request a CUP for: 1) rebuilding to double-circuit a portion of GRE's existing 69kV transmission line from Athens/East Bethel border, south to Coopers Corner substation on 237th Avenue NE; and 2) to build a single circuit 69 kV line, with some under-build

(distribution line on the structures beneath the transmission line) that would run from the Cooper's Corner substation east, along 237th Avenue, then south along Gopher Drive NE, and then east again along 229th Avenue NE, to the border of East Bethel at Sunset Road NE. The total length of the route is approximately 10.4 miles in which approximately 5.8 miles will be in East Bethel.

As part of the CUP process, the applicants are to provide statement of ownership in the properties along the proposed alignment. This particular request is a unique case. GRE does not own the property on which it plans to construct the transmission lines, but will acquire the use of the properties through easements and leases if the CUP is approved. If approved, GRE will be required to provide the city with documentation of the easement/lease information of properties within the City of East Bethel.

GRE has submitted an information packet as Attachment #10. The packet is a total of 77 pages, which consists of important, detailed information of the proposed project. The information includes an executive summary, purpose of the project, transmission line options, transmission line route selection methodology, proposed Route A, general right-of-way information, general environmental information, and general engineering information. Staff will present the information in greater detail as part of the public hearing.

Also, GRE will give a presentation of the project to the Planning Commission. The presentation has been provided for your review as Attachment #2. GRE will have additional staff available to answer specific project questions.

The City Engineer has reviewed the request and accompanying materials. The engineer's letter has been attached for your review as Attachment #6. The engineer's comments mainly address the compliance of East Bethel Code Chapter 74, Permits for Transmission Lines. Mr. Schaub of GRE submitted a response to the engineer comments on March 16, 2011 (Attachment #7). If the CUP is approved, staff will monitor the progress of compliance to Chapter 74 and other engineering comments to insure all comments are addressed to the satisfaction of the City Engineer.

After the packets were distributed, a letter from Fire Chief DuCharme was received. That has been provided for the Commission.

On March 14, 2011, staff received a GRE Transmission Line Petition signed by 67 residents who strongly oppose the construction of the transmission line in the location proposed by GRE. The petition discusses the work group's reasoning for recommending Route I. The petition has been attached for your review as Attachment #8.

Attachments:

1. Application
2. 69kV Transmission Line Project Presentation by GRE
3. Route I – Work Group Recommended Route with Route Summary
4. Route A – Route Summary
5. February 22, 2011 Planning Commission Meeting Minutes

6. City Engineer Letter Dated March 14, 2011
7. GRE Letter Dated March 16, 2011, Response to City Engineer
8. GRE Transmission Line Petition
9. Transmission Line Information Submitted by Work Group Member Pete Criswell and Letter by Work Group Member Lou Cornicelli
10. GRE - Athens to Martin Lake 69kV Transmission Line Project

Recommendations:
Planning Commission may make a recommendation of denial to City Council of a CUP request by GRE for a proposed 69kV transmission line to be located partially in East Bethel; the location is known as Route A, as depicted in Attachment #4. If Planning Commission recommends denial, staff suggests the commission state findings of fact to support the denial of the request.

Planning Commission may make a recommendation of approval to City Council of a CUP request by GRE for a proposed 69kV transmission line to be located partially in East Bethel; the location is known as Route A as depicted in Attachment #4. If Planning Commission recommends approval, staff suggests the commission state findings of fact to support the approval of the request. In addition, staff suggests the approval is contingent upon the following conditions being met:

1. Applicant must satisfy the comments by the City Engineer, dated March 16, 2011 (Attachment #6) prior to proceeding with the installation of the transmission line.
2. Applicant must sign and execute a Conditional Use Permit Agreement prior to proceeding with the installation of the transmission line. Execution of the Conditional Use Permit Agreement must be completed no later than April 6, 2012. Conditional Use Permit Agreement will not be executed until all conditions of the approval are met. Failure to comply may result in the revocation of the Conditional Use Permit by City Council.
3. GRE shall provide the City with documentation of the easement/lease information of properties within the City of East Bethel to be filed with Anoka County.
4. GRE shall provide necessary information for the City's Emergency Management Plan as required by Fire Chief Mark DuCharme.

With that the floor is being turned over to Mr. Schaub from GRE.

Mr. Schaub stated GRE is located in Maple Grove. The presentation is a paired-down version of what was in the Planning Commission packets. The purpose was more for brevity and he is happy to expand at the Commission's request.

Route A is what GRE submitted for the Conditional Use Permit request. Route A runs from Athens substation south to Coopers Corner and then runs east to and continues down on the 229th and then south to the Martin Lake Substation. The map shows the approximate property identifications. The first mile on the east side is primarily homes, and then through the University of Minnesota property (Cedar Creek). The line would be placed on the south edge of the University of

Minnesota property. The line would continue along, jumping from the University of Minnesota property, then overtaking the distribution line and north to the border of Athens and East Bethel.

Some of the features of the Route A line are: It is approximately 10.4 miles in length. It would require new transmission line easements. There would be fewer people involved in this route than any other routes and that is only if the line stayed on the Cedar Creek side of the road. Route A would have a moderate impact on plants and animals. GRE would attempt to minimize any impact on the plants and animals. This route does have a lower number of wetlands and public waters, which ultimately means that soil conditions would be more desirable. It does follow along a county highway. It also has fewer pinch points - houses across from each other. It would make it difficult to run in front of those homes. This route also has the fewest number of turns and angles. Every time GRE encounters an angle or a turn it requires more engineering on the line, stronger poles, guides and anchors; all of that drives the cost up.

GRE likes this route because it would enable GRE to help Connexus. The line from Martin Lake to Cooper's Corner needs to be replaced in the future. GRE would absorb some of the replacement line costs.

Route A is the lowest cost option. There is a $1.5 to $2 million dollar difference between this route and Route I – the route the work group recommended.

Schaub showed pictures of what Route A currently looks like with the utility lines or non-existent lines at this point. He also showed the highways and the oak savannah. The trees are cut back along the roads.

Schaub explained GRE looks at a number of factors before they decide on a route:

- They look at public social considerations, such as homes within 100, 200, and 300 feet of the route. In this route, there are 0 homes within 100 feet, 43 homes within 200 feet, and 84 homes within 300 feet.

- Additionally they look at the public facilities, trails and parks in the area. This route does not cross parkland. According to the East Bethel Comprehensive Trails and Open Space Concept Plan, a bituminous surface trail is proposed for the southern edge of the Cedar Creek Ecosystem Science Reserve.

- Tree and vegetation removal would not be a problem. The existing three-mile transmission corridor is maintained and minimal additional clearing would be required. Within the remaining 7.4 miles of the route, approximately 14 acres of trees/vegetation would need to be cleared.

- Historic and archaeological sites were also explored. There are two historical sites within one-half mile of the route. Cedar Creek is on the historical register. There are not any archaeological sites on the route.

- Environmental and cultural considerations were also explored. GRE identified two areas to be avoided in this route. The University of Minnesota Cedar Creek property is an area of ecological significance. The Allison Savanna Scientific Natural Area and the Linwood School Forest are also along the route. This route has the lowest percentage of forested wetlands of all routes (.11% or .1 acre).

- This route should not affect agricultural operations.

- There would be no negative impacts to existing utilities. The distribution line along the route will be upgraded (3.3 miles). This route affects the fewest miles of distribution lines.

- Engineering and construction considerations were factored in. The route's distance is 10.4 miles total length. 7.4 miles would be new transmission lines with new easements for an estimated total of 34.8 acres (3.0 miles existing SC 69kV transmission line corridor, very few to no new easements required).

- Structure size was another factor considered. The structures are designed to meet ground clearance as defined by the NESC. GRE also adds additional feet to this clearance to account for hard packed snow and to anticipate any future environmental changes that may naturally occur. The standard clearance for a 69kV transmission line is 23.5 feet. This clearance, along with the standard phase-to-phase (wire to wire) clearance as defined by the NESC, dictates the minimum structure height. Also, longer spans (distance between poles) can cause larger sag in the conductors and affect the height of the pole. The addition of distribution underbuild on the poles under the phase wires adds to spacing requirements and adds to the pole height. The anticipated pole height for this route is 60 feet to 75 feet above ground level for structures that carry just the 69kV phases and 70 feet to 80 feet above ground level for structures that have the distribution phases underbuilt under our 69 kV phases.

- Span lengths directly impact the structure size. On this route, structures that have distribution underbuild on the pole will have a maximum span length of 300 feet. To reduce the number of poles, the spans are designed to be between 250 feet and 300 feet. Terrain may dictate a shorter span length in some areas. For structures with the 69kV transmission phases only, spans can be longer, but are usually limited to around 400 feet due to the strength of the insulators that are supporting the conductor at the poles. In extreme cases, the terrain or an environmental permit may dictate a longer span, such as a water crossing. In those instances, an H-Frame or two-pole structure would need to be utilized to span 700 to 1,000 feet. There is a potential for one of these spans on the route as it crosses Cedar Creek.

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- Species that are in the area of the route are:

  * Red Shouldered Hawk – DNR has guidelines on when to do construction and precautions to take. The design of the structures and conductor spacing would keep raptors from electrocution.
  * Sandhill Crane – USFWS has guidelines on when to do construction and precautions to take. Bird diverters may be required in flyways.
  * Blanding Turtle, Gopher Snake, Jumping Spider, Leonards Skipper and Karner Blue – DNR has guidelines on when to do construction and precautions to take. Whenever possible construction would happen during the species dormant season.
  * Oak Savanna, Dry Barrens Prairie, Wet Prairie, Walter's Barnyard Grass, Violets, Wild Indigo and all other rare native plant communities – Most of the plant communities would not be located in the transmission easement. In cases where they are DNR guidelines and mitigation would be followed. Spanning areas would also be a possibility for some species.

- Agencies that will be or have been consulted for the project include the following:

  * US Fish and Wildlife Service – consulted; no concerns noted. Rare species listing – gray wolf.
  * Minnesota Historical Society – not yet consulted - will be consulted regarding excavation.
  * US Army Corps of Engineers – not yet consulted but will be consulted if the wetlands cannot be spanned or forested wetlands are involved.
  * MnDOT – consulted; there are no airports in the area of Route A.
  * DNR – consulted on the general concerns of the area.
  * Cedar Creek Ecosystem Science Reserve, University of Minnesota – have consulted with Jeffrey Corney.
  * Anoka County and Isanti County Highway Departments – consulted regarding plans for future highway expansions/improvements.

- To avoid harming sensitive plant and animal life, winter construction will be used whenever possible. Power lines have been designed to prevent electrocution of birds of prey. DNR will be consulted regarding bird diverters.

One area that has been raised is what affect does this have on VA or FHA financing options.

Essentially the VA rules state that no part of any residential structure may be located within a high voltage electric transmission line easement. Any detached improvements even partially in a transmission line easement will not receive value for VA purposes.

The FHA rules states that regarding property improvements, no dwelling or

related property improvement may be located within the engineering fall distance of any pole, tower or support structure of a high-voltage transmission, For field analysis, the appraiser may use tower height as fall distance. Pursuant to the FHA handbook, if the dwelling or related property improvement is located within such an easement, the lender must obtain a letter from the owner or operator of the tower indicating that the dwelling and its related property improvements are not located within the tower's (engineered) fall distance in order to waive this requirement. If the dwelling and related property improvements are located outside the easement, the property is considered eligible and no further action is necessary. The appraiser, however, is instructed to note and comment on the effect of marketability resulting from the proximity to such site hazards and nuisances.

In the event there is no way to get around to place the pole or easement, GRE would work with the property owner so they didn't suffer any diminution in value.

That concludes Schaub's presentation. He did take a look at the two letters presented. He can address some of the things in there now or he can comment after the letter writer's comment.

Holmes asked Bill Boyer, the chairman from the GRE Work Group to come up.

Council Member Bill Boyer was appointed to serve on this work group as the Council Liaison. He was elected chair of the work group. He wanted to talk about the history of this project. The original proposal GRE made to City Council is very close to what the work group settled on which is Route I. This is basically a straight line. He found it a little interesting that GRE then came back with Route A, after talking to Athens Township. Athens Township has approximately 2,000 people residing in it. Frankly he doesn't think anyone on the work group cared which alternative route is chosen. They are concerned with Route A, which impacts Cedar Creek, Allison Savannah, and also the Linwood School Forest. This is a type of transmission line that municipalities get to regulate to some degree. Larger lines go to the Minnesota Public Utilities Commission and one of their primary criteria in authorizing a line is if there is already another line on the route. If this projects turns into an 115kV line, we will not have any say in the project. This is something this group needs to be quite aware of. Speaking personally he will not support Route A, it impacts too many people in our City.

Lou Cornicelli, 4620 229th Avenue NE, East Bethel – He was on the work group that the previous City Council appointed. When we started this task in August 2010, they met 5 to 6 times in 2-3 hours of time each time. Route A was the first route that came forward. The work group advised that per process they needed alternatives to look at. GRE came forward with alternatives. The work group looked at the alternatives, what the impacts on the City would be, and what the City would be getting. We saw nice pictures of a 69kV line in an open field; they didn't show what it looks like in a wooded area. The group looked at impacts and there was a good faith effort that the one route that was selected was in the

best interest of the City of East Bethel. Route I minimized the impact to the City of East Bethel. Route A might be the most expensive route for the City of East Bethel. The most disappointing part of the process is we looked at 14 alternatives - we did it in good faith and that there were 14 alternatives to be reviewed. If the other 13 were just given to give us something to do, or just to appease the ordinance, that is disappointing. If there weren't truly 13 alternatives, we would have said no to the line. The group did put a lot of thought into this. They didn't approach it as 'not in my back yard,' they decided that Route I would be in the best interest of the City of East Bethel. The group thought this would be the best route, it might cost GRE a little bit more and GRE might have to deal with Athens and Linwood again, and it may also require them to have to look at the archeological again.

Holmes asked if the Commission had questions for Mr. Cornicelli.

Mundle asked if there was any talk about hiring consultants or an attorney who specializes in transmission lines. Cornicelli said the group believed we were evaluating alternatives. It seems GRE really didn't have alternatives. In retrospect maybe we should have contacted an attorney, but we were working with a good faith effort.

Holmes stated he would be opening the public hearing. Anyone who would like to come up and talk will be provided the opportunity. He just would appreciate that questions are not repeated.

Public hearing was opened at 7:45 p.m.

Thomas Steffen, 1812 237th Avenue NE, East Bethel – He asked if the Commission knows where his house is? It is right next to the substation. The power line is already illegally over his property and the road is already on his property. Now you want to steal more, you're killing me.

Sandy Winegar, 4912 229th Avenue NE, East Bethel – She wonders why when a committee recommended to go with Route I, why you would go with Route A. She doesn't understand that. She would really encourage against Route A. It does affect the ecological areas in the City. She wants an answer from everyone who supported this route. She said her house isn't 100 from the center of the road, but will be within 100 feet from the power line. She wants an answer from each person.

Holmes said he voted no, and he was on the committee. The committee went out of their way to look for what is right for the City and the residents of the City of East Bethel. He thinks the Planning Commission has had a little more time to take a look at it.

Bonin said she did vote for Route A, because that was what was presented to us, and there wasn't anything else to look at. She has changed her mind; she is now in favor of Route I. Route A does not benefit the City of East Bethel; it doesn't make sense to go through the Cedar Creek area.

Mundle did vote for Route A, but there was only so much information presented. There have been 75 pages of information from our work committee presented for tonight's meeting. Boyer said in fairness to the Planning Commission members, the Council didn't realize you were going to have that discussion.

Bonin said she was given a large packet, her decision is a much more informed decision now.

Voltin voted for Route A before, he was led to believe that the work group was given information that the University of MN would not allow the GRE to go in front of their property. But now the U of M would work with GRE. He drove both routes and there will be a lot more work for GRE to go Route I. GRE and Connexus are us, we own them, and we are a coop. They try to do the best they can to provide power at the least cost, because it is the least cost. That is their objective and their goal. There will be a lot more new areas in Route I to deal with. At this time he will not commit to Route I or Route A.

Landborg said he voted yes for Route A; it is the shortest route, most economical route and the money savings come back to the residents. In the scheme of things $2 or $3 million doesn't make a difference. Route A is on a county road, less impact and it looks like the spot to be. He doesn't see the impact to Cedar Creek. He has lived, owned and worked on property that has 69kV lines in the City and they haven't changed in the City for 40 plus years. The other aspect he had a hard time with saying that it 'isn't in our back yard.' If you are looking at shoving it in someone else's back yard, you need to think about that. Why aren't the other cities here when you are going to push it to another city. In the end if Route A is not approved, GRE may decide to run it right through the wildlife management area. From a financial standpoint there are a lot of reasons he voted yes.

Moline wasn't at the last meeting. She lives right on the road. She said because it is on the route, being that it is the shortest route and the most economical area. She is going to state her opposition to A and go with Route I.

Landborg wants to know what the grounds for denial are from a legal perspective. A resident stated that they are all in the letter from the work group. Landborg wanted to know what about the other cities. Boyer said there two times more people in the City of East Bethel than in Linwood or Athens Township. Fifty-seven percent of the line is going to be in our City, why are our residents going to be impacted. It is going to have a visual impact on Cedar Creek. Landborg said we have wanted shoulders on the county road, the easements get widened and the roads get widened. It doesn't mean it will not be back here; possibly going through Cedar Creek, if we say put it in Athens.

Bonin said of all the areas that it would go through, Athens and Linwood would benefit, and we pay for it.

Marlys Belky, Athens Township – Was there anyone from Linwood or Athens

ever invited to the work session. Hanson said no one was invited to the work sessions. Belky stated the Townships Zoning Administrator advised her of this evenings meeting. She asked why the City of East Bethel didn't get all the interested parties involved?

Anita Rentz, 4532 229th Avenue NE, East Bethel – The route would go right in front of her home. Again, when GRE made the original proposal it looked a lot like this. It wasn't like this and it didn't change until they went to Athens Township and it changed to this Route A. She doesn't think GRE has been up front. She went to the Linwood meeting. There wasn't one person there from Linwood that was in favor of what was going on. She was invited to the open house, the City Council was not, and GRE told us what they were going to do. There were large beautiful maps and there were four people there from GRE. They didn't want to talk about it; they were just there to show us what it looked like. All along things were not up front. She said she understands the cooperatives, but they don't live in my house. They are going to take all our trees one of the reasons we moved out there. If you haven't driven along 229th, please take the drive. We may not be right across from one another but it will affect the reason some of us chose to live out there – the beautiful views. She will pay higher energy prices to have the view she has.

Tanner Balfany, 19172 East Front Blvd, East Bethel – He was appointed to the work group as a rep from the Road Commission. The first meeting they did discuss bringing in Athens and Linwood Township, but because we needed to focus on the City of East Bethel that is their reason they didn't. We wanted to come up with a viable route that followed the same ethics in the City of East Bethel.

Mike Voligny, 22500 Typo Creek Drive, Linwood – there are three Linwood residents here tonight and there were quite a few Linwood residents at GRE's public hearing in East Bethel. He has been informed of the study committee work in East Bethel.

Anita Rentz. She didn't want to leave the impression that she didn't hear from the working group, a neighbor told us about the open house. Anything from a GRE standpoint, they were not advised about. She did hear from the working group and did appreciate that.

Ann Jones, 4525 Fawn Lake Drive, East Bethel – She lives on Route I. You have heard from other people and if she didn't take the Anoka Union she wouldn't have known about the meeting this evening. But it was published in the newspaper. Everyone that she caught at home last night thought the line was going to be on 229th. She asked the Commission to please restate how they voted; she couldn't hear the information before. Mr. Voltin, did you vote for A. Voltin voted yes for A. Mundle voted for A at the last meeting. Holmes voted no. Bonin stated it is irrelevant what was voted on at the last meeting. She voted for A and would vote for Route I now. Langborg voted yes for Route A at the last meeting. Moline was not at the last meeting. This time she would not vote for Route A.

Holmes stated Route I is not in stone.

Jones said she sees why there hasn't been huge representation at your meetings. She is the only one up there that gets the newspaper, so she is the only one that hears anything. She cannot drive at night, so she is at a handicap. She was very happy to the City of East Bethel newspaper come this weekend. She bets you know how she feels about a line going in front of her house and isn't going to tell how you feel about a proposal for a route in front of her house.

Doris Wetchen, 22436 Typo Creek Drive, Linwood Township – She lives just one house from the Linwood substation. No matter which route is chosen, from what she can see, it will come down past her house. There are three houses from the corner to the substation; the house next to us has trees along the fence line. Which is okay, with the power line. She has trees but the one on the corner on 227th and Typo Creek Drive is like a forest. It will just totally change the landscape in front of their houses. She is here to support the City of East Bethel to say we don't want this power line going down our road. Although she doesn't know if there are any alternative routes that would bypass her. She would hope that the Commission would vote against Route A, and GRE would have to go back and work on this some more. If anyone can come up with anything that would help us on Typo Creek. We moved there because we liked the rural setting, it is just really important to us to have the country feel.

Bonin stated she was told about this little area. She came home from Taylors Falls and she noticed the lines in that area. The lines here are part of the plan. She doesn't know what is going on in the other areas; we are really in the dark on this thing.

Leroy Baldwin, 2611 Fawn Lake Drive – He is Route I, and wants to know why he hasn't been told about it. Holmes said Route I means nothing to GRE. The only thing that pertains to GRE is Fish lake. Baldwin asked shouldn't the landowners on Route I be notified of this meeting. If it is going to go across our land, we should know.

John Colbal, 4482 Fawn Lake Drive, East Bethel – If you would indulge him for a moment. Does map 1 go through the U of M property and then go east. It appears to him, other than the neighbors from Athens and Linwood, he has driven past the properties that have already spoken of, and they are closer to the road. If they put up the line by where his house is, he would be in the fall zone. His grandchildren love the owls and animals. Almost 100 percent of the people of Route I are here tonight. Someone would be negatively impacted in both routes. There is a lot of controversy in our State, for those not showing up to do their job. It appears to him, and to the best benefit to the City of East Bethel and the people, would be a no vote on the whole line going through the City of East Bethel.

Doris Wetchen, Linwood Township – What bothers her the most is the 35 clear-cut from the centerline. The really tall power lines, there is not the 35 foot cut

back; if we could retain our trees, she wouldn't be so opposed to the lines going through. Why are so many lines that don't have the huge swath of trees being cut back?

Holmes asked the representative for Cedar Creek to come up.

Jeff Corney, Managing Director for Cedar Creek – Holmes felt the University of MN is strongly opposed to Route A. The University of MN was not opposed to Route A. Cedar Creek cannot answer for the University. We would prefer Route A rather than other routes that would go through Cedar Creek, but a promise he made to the City is they will support the City. They will follow the wishes of the City, such as it is. If this is inevitable, if it has to be along the route, clearly our land can handle this rather than the residential properties. Where goes the City, we will follow that. If the City opposes Route A, we will support that also.

Bruce Wyatt, 23919 Hwy 65 NE, East Bethel, MN – He doesn't care which way it goes. He sits back and listens to the people, and he laughs; we moved out here for the beauty and the rural area. In the first place, if you weren't out here we wouldn't need the electricity. Route A goes in his back yard and we all need electricity. Just because you put a power line across, the animals will not leave. He has been here for 54 years.

Schaub came back up to answer some questions. He can clarify; this doesn't benefit Athens and Linwood. All along they have tried to emphasize this isn't a city-by-city, unit-by-unit project. It is designed to help all East Central and Connexus Energy users. They are cooperative, they are owned by the cooperatives. GRE's purpose is to provide power to the coops. The purpose is to provide good service and electricity to the users. Secondly, there is talk about what is coming in the future. We have no plans. We could have gone with 115kV lines. We would have been able to just go to the State and request those routes. We have persisted in these routes, to do the best we can with the resources we can. All of the different routes have different ramifications. Quite a number of them will have equal or greater impact on wetland and ecological areas. The money to pay for this project comes from the ratepayers. This is not something that would not just benefit one community or another. Larger lines are sometimes done on more of a regional basis. Those plans are sometimes looked at in a long-term stance. They are not written in stone when they come out. He wants to address Mr. Criswell's letter. Three complaints – one is that these things don't look good. Granted no one wants a transmission line in front of his or her home, but it has to go somewhere.

We are trying to avoid a low voltage situation, when it is hot and people are using a lot of electricity. If there is low voltage, then equipment powered by the electrical lines may get ruined. If the line in Martin Lake Substation goes out, then they sit dark until we can fix it. Part of the purpose of this project is if we have another line going into the substation, we can then backfeed power to those people powered by that substation.

Allison Savannah property, we talked to the nature conservatory, is willing to

work with them. The reason they wanted to continue on the Cedar Creek side. The DNR agreement with the Allison Savannah property would make it difficult to the GRE.

His argument said the transmission line should be on a super road. He said they are trying to serve a specific purpose to make sure the area gets the electricity that is needed.

The other argument that is secondary – if you allow this route to go through, this is a foot door for larger lines. Before you know it, they will have much larger lines. That argument is essentially a red herring. If we had those plans, we could just go to the State right now. The line that runs north, some of those lines that are currently there, the lines were built in 1955 or so. This project will probably cost about $6.5 million. We don't view that as small change. We don't want to rebuild it and build something larger, but we will repair and upgrade. There is a State process that we have to go through. If there is a 69kV along the route, we cannot just ahead and bump it up whenever we feel the need.

One of the things that is probably his fault is he didn't address the City's comprehensive plan, which calls for the City to grow. Highway 65 is to become multifamily housing, commercial, and residential. The point of this project is to make sure there is the power that is needed for that growth. This is the route that we have determined would support this growth.

We have been looking at where people live; where the environmental impact is, and we are required what impact it will have on historical or archeological issues. We work with the different entities that govern and control - this one for East Central, Connexus and the ratepayers. We have determined Route A is the most beneficial and it is something that should be done. Our job is to plan for the future, and we are trying to do that. We are trying to do that so that something is done in time for growth and everything is seamless. So you won't have lights flickering and thing being damaged because power is low.

Why aren't other lines cleared to 35 feet? Some of these lines are distribution line and they can be closer to trees. On 229th, the line is bumping branches, some could be transmission lines or whoever owns the line has not been doing a good job clearing, it may be due to low growing species. The government requires us to keep the lines clear. If we don't, there are substantial penalties. He doesn't know specifically where there are lines that aren't being cleared, it is probably an old line, or a distribution line or they haven't been able to keep up with it.

GRE does not feel it is in anyone's interest to not be open, honest and above board.

Voltin wanted to know if you don't resolve this, if we don't approve the 69kV line, then how long before you would go to the State. He can't answer that.

Landborg said no one in the communities is happy. If we say no, what do you guys do, and if Council reject it. Schaub said we would argue this is our best

line. He doesn't know at this point, it is not his call or his decision. The fact that our planners think this line is needed, that need doesn't dissolve because this process has stopped one specific route.

Bonin said this wasn't our original choice why did that change. Schaub said they brought in one route all along, looked at one route that would start at the beginning of Route A, would go through Athens, into East Bethel. The reason they changed that is they held an open house and we did provide notice to everyone we could. Every time we have met we have taken out an ad in the paper. We mailed notice to the City, not to the City Council as a whole. We have been trying to have open communication to the City. There was never any intention to slide things by. We changed the route because of the people that showed up in the open house. Initially we were operating under assumptions. Route A was evaluated compared to the other routes and it is the best route.

Bonin said what about the area east of Cambridge and how does it come down to Martin Lake. She said you referenced Cambridge is supported by this. Schaub said all of these lines are connected into a grid. Within the grid you need to make sure there is electricity for each area. He doesn't have the specific names of the substations. Bonin said you should have them, because Cambridge has been mentioned more than once. She doesn't understand that. He said Cambridge is used as more of a reference point. They are not trying to just fix Athens and Linwood; it is a wide range effect. Bonin said going west to Elk River doesn't affect this area. Schaub said it isn't always linear on how things match up geographically.

Schaub said essentially the substations around the state serve specific coops; each coop has different regions and areas. He is unsure how far the Connexus and East Central Region go. The substations provide electricity to the coops. The planners and the engineers decide where the local power will be served. Just because there is an electric grid to draw from, doesn't mean we could draw power from there for here. They have determined in order to ensure reliability they need to tie into the two substations. He doesn't know what area the substation serves. He said GRE or Connexus could say that. Martin Lake substation service location has been provided to the City.

Holmes understands brown-outs and we need power. He believes it is the Planning Commission charge to look out for the City of East Bethel. He understands GRE needs this, but he wants to know if it is a brand new line or a redundant power source. If it is a new line to serve a new area. Schaub said the power is redundancy, but also to allow expanded growth. It is redundant, but also serves the purpose of ensuring there is enough power. It is a new area in terms of territory of demand. His opposition is we are very close to Cedar Creek and other wetlands and yet there are areas north and south of us that don't have this. He doesn't understand why they can't be run in those areas. It doesn't seem right to go through areas with wetlands and history. Schaub said that wasn't clear, Holmes said what wasn't clear. Holmes said most of our development would be off of Highway 65. Most of the energy would come from Elk River to feed Highway 65, not from Martin Lake. Schaub said there are limits to what can

be drawn from other areas. They are trying to use the Linwood substation that does feed Martin Lake. They do have finite resources. It is not just about price, and it doesn't lessen the impact. They all have wetlands, plants and animals. One of the reasons we know so much about Cedar Creek is because it is being studied all the time. From our opinion, if we use a different route, we incur greater costs and get less for it. We buy nothing by moving to a different route. Another route would have an impact, just like what was raised here tonight. Holmes said our area is very significant than other areas of the state.

Jim McGuire, Transmission Engineer from GRE – We are trying to connect our stronger sources to connect lowers sources. Cambridge and Elk River have strong power sources and Linwood also has a strong source. The farther we get from our power sources the more you have problems during peak demand. Yes it is redundant. It will also help that we can feed from another source if something happens. We have to serve the residents. Holmes said it could be placed in a different spot without losing what we would have to lose.

Scott Schlitsky, 2948 229 Avenue NE, East Bethel, MN – Martin Lake is served by one line that comes from Blaine. Why can't you come from Linwood to Martin Lake. Schaub said the power would come from the Linwood sub, but we still need to get Athens.

McGuire said GRE still needs to have the line connecting the substations. We try to have multiple leads so we don't lose all our lines in the same location. We have to be able to connect between the two. Schlitsky said if the major line was hit would we still lose power. McGuire said we would have had back-up with these lines. Schlitsky said what about going down Hwy 65 and across County Road 22. Schaub said it would be 20 miles or so and would be very expensive. The work group agreed that was too long of a route. Route I is about 13.5 miles. This longer route would cost about $40 million dollars. Holmes said everyone heard that Viking Blvd. is expanding to a four lane, which he would like to see it on Viking Blvd, but we have to be realistic at times.

Cooper's Corner is already handled from two areas. If there was an advantage to either Route A or Route I. If there was an additional service is assisting Route A, then that would be advantageous.

Public hearing closed at 9:15 p.m.

Landborg said it sounds like they will have to feed Linwood and cross over to Athens one way or the other. He said just be careful what you wish for. If 115kV goes by your house, you might be wishing it were a 69kV line.

Holmes said he feels they can go other places other than down 229th. It just seems crazy to him.

Landborg said it is obvious you can go all kinds of ways. If the City says no, and Athens says no, it will go somewhere. Somebody is not going to like it. If it is 115kV line, no one will be happy.

Holmes said with the nature center and all that it should go somewhere else. Landborg said he has seen them cut down trees and burn off.

Homes motioned for denial to City Council of a CUP request by GRE for a proposed 69kV transmission line to be located partially in East Bethel; the location is known as Route A, as depicted in Attachment #4. The Commission recommends GRE take the advice of the committee and propose Route I. Mundle seconded; all in favor, motion carries.

Approve February 22, 2011 Planning Commission Meeting Minutes

Voltin motioned to approve the February 22, 2011 Planning Commission minutes as presented with above change. Landborg seconded; all in favor, motion carries.

Adjourn

Holmes made a motion to adjourn the meeting at 9:20 PM. Moline seconded; all in favor, motion carries.

Submitted by:

Jill Teetzel
Recording Secretary

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March 30, 2011

East Bethel City Council
Attn: Stephanie Hanson, City Planner and
Jack Davis, Acting City Administrator
2241 221st Avenue, NE
East Bethel, MN 55011

SUBJECT: Great River Energy 69 kV Transmission Line Route Conditional Use Permit Application.

Dear Council Members, Ms. Hanson and Mr. Davis:

I am writing to clarify certain issues relating to Great River Energy's application for a Conditional Use Permit (CUP) Application for a 69 kV Transmission Line.

Pursuant to the City of East Bethel Zoning Ordinance ("City Code"), Great River Energy participated in the Work Group process for the evaluation of our transmission line project, which is a critical project for ensuring electrical power reliability. On February 22, 2011, Great River Energy presented to the Planning Commission information about "Route A", Great River Energy's preferred route, and "Route I," the Work Group's preferred route. The Planning Commission recommended that Great River Energy pursue a CUP for Route A.

On March 4, 2011, Great River Energy submitted the CUP application for Route A. The Planning Commission held a public hearing on the application on March 22, 2011. The Planning Commission denied the application and recommended that Great River Energy pursue Route I. However, the City's record supports approving a CUP for Route A, and Great River Energy requests that the City Council approve the CUP for Route A.

The information Great River Energy provided during the CUP process, in the form of written submissions and verbal statements, clearly establishes that the proposed project satisfies all of the conditions and criteria of the City Code for a CUP, including those in *Zoning Ordinance, Section 04.9 Conditional Uses and Interim Uses,* and in *Chapter 74 – Utilities, Article VI – Transmission Lines.*

Attachment #13

As to the general CUP standards of Section 04.9, the information submitted shows that the project will not have adverse effects with respect to the factors the City Council is to consider as follows:

a) the health, safety, and general welfare of the occupants of the surrounding lands. See, *Cover Letter*, *Summary*, *Route A*, and *Appendix A, B & C* of CUP Application Information submitted March 4, 2011 (the "*CUP Submission*").

b) existing and anticipated traffic conditions, including parking facilities on adjacent streets and lands. See *March 16, 2011, letter to Planning Commission* regarding Hakanson Anderson Review Letter and the *CUP Submission*.

c) public utilities. See *Summary, Route A*, pgs. 31,39 and *Appendix B & C* of CUP Application Information submitted March 4, 2011.

d) property values. Any direct impact on a specific property will be addressed via easement payments. (See *CUP Submission*). The transmission line will ensure a reliable source of electricity for businesses and residences in the City, and therefore have a positive overall impact on East Bethel properties.

e) the Comprehensive Plan. The East Bethel Comprehensive Plan indicates an expectation of growth both in population and types of land uses. The Hwy. 65 corridor is slated for multi-family residential, commercial and industrial development. As stated by Great River Energy in meetings with the Work Group, the Planning Commission and the City Council, one purpose of the project is to ensure reliable electricity to <u>current</u> and future users as demand increases with the growth in population and types of land use. Further, ensuring a reliable source of electrical power is essential for the citizens of East Bethel and other communities. (Also, see *CUP Submission*).

f) to meet the standards of the Zoning Ordinance. The very purpose of this project is to help ensure the provision of reliable electricity, which in turn, will benefit the health, safety and welfare of the businesses and residences of East Bethel. (See, *CUP Submission*).

h) groundwater, surface water, and air quality. (See, *Summary, Route A*, and *Appendix B* & C of CUP Submission).

i) the use is allowed with a CUP in the proposed districts.

j) natural resources. (See, *Summary, Route A*, and *Appendix A, B & C* of *CUP Submission,* and Great River Energy CUP Application Information submitted March 4, 2011).

In all regards, Route A satisfies the general standards.

With respect to the General Standards set forth in Sec. 74-213 of the City Code, the information produced by Great River Energy demonstrates that the transmission line, and Route A specifically, do not have an "undue adverse impact" on the specific items identified in the City Code. Information regarding each of the items was presented in the *CUP Submission* PowerPoint presentation and as verbal response to questions and comments at the March 22, 2011 public hearing. Great River Energy's information demonstrates the following:

- governmental facilities – none are affected.
- utilities – the project will benefit Connexus.
- services – none are affected.
- existing or proposed improvements – the project will benefit by ensuring reliable electrical power.
- property values – any specific diminution will be addressed by easement payments. Otherwise, there is benefit to the city as a whole.
- public health, safety or welfare – there will be no undue adverse impact.
- FHA and VA home financing alternatives – an impact, if any, is highly unlikely and would occur only in very unique, isolated situations. Information regarding FHA and VA financing was provided in CUP application, and in the March 22, 2011 public hearing PowerPoint presentation.
- environmental impact -there will not be an "undue adverse impact" on environmentally sensitive areas. The areas of concern mentioned by the Work Group, Planning Commission and those commenting at the public hearing, include the Cedar Creek Ecosystem Science Reserve, Allison Savanna and the Linwood School Forest. Information provided by Great River Energy, including the *CUP Submission* and other application information, acknowledges that the view will change along Route A from a view of a distribution line on one side of the road to a view of transmission line with underbuild on the other side of the road. The distribution line will be removed and there will be approximately 10-15 foot taller poles and four additional wires running along one side of CSAH 26. Other than statements that people will not want to look at the transmission line next to the road when on Allison Savanna or Cedar Creek Property – the line will not be visible from within the Linwood School Forest and only visible from the Linwood School Forest parking lot - no evidence of an undue adverse impact from the line or the change was presented. In addition to the information contained in the *CUP Submission*, the route documentation we provided to the Work Group and to the Planning Commission and City Council demonstrate that Route A <u>will have less of an overall effect on the environment than the other routes reviewed</u>.

The proposed transmission line and Route A also comply with and meet the specific standards of Section 74-214 of the City Code. We provided information for the route selected by the Planning Commission in connection with the Work Group process (Route A) regarding:

(1) The cost – approximately $3,677,700.00 construction costs and $6,537,000 total estimated project cost. See *Transmission Line Options* of *CUP Submission*, March 22, 2011 PowerPoint presentation and *CUP Application Information submitted March 4, 2011.*

(2) The amount of vegetation that would be removed or damaged – 14 acres. Great River Energy has stated in public meetings and hearings as well as in written submissions to the City that in designing the transmission line it will attempt to comply with the requirements of the city's tree preservation ordinance to the extent it does not contradict safety standards. See, *August Draft CUP Submission, Work Group meeting minutes* and *Summary and Route A of CUP Submission.*

(3) For an electric transmission line, a summary of current research regarding the health effects of EMF levels, conducted by health and scientific professionals, including those who do and do not receive utility sponsorship – See *Summary, Route A and Appendix C of CUP Submission.*

(4) For an electric transmission line, the EMF levels under maximum and average anticipated loading at the base of the utility poles, underneath the wires between the poles, at ground level above underground wires, at the edge of the property line, at the edge of the closest habitable building along the proposed route, and at the point above ground where there would be the greatest EMF level. See *Summary, Route A & Appendix C of CUP Submission* and information submitted to Work Group.

(5) For an electric transmission line, a description of the reasonable and prudent measures that the applicant would take to minimize EMF levels along all alternative routes. – These include: Using the Modified Delta Configuration; Maximizing the distance of the conductors from the ground; and, Using a grounding wire that reduces the EMF and provide lightning protection. See, *Summary, Route A & Appendix C of CUP Submission* and *August 2010 Draft CUP information.*

(6) Depictions of the views of the proposed transmission line, if above ground, from at least two directions selected by city staff – Depictions of a 69 kV line with underbuild have been submitted to the City (See, *Fact Sheet, CUP Submission and March 22, 2011, PowerPoint presentation)* but, to date, staff has not designated views desired, presumably because a design will not be done for any route until a permit is approved.

(7) A statement of ownership interest in the property for which the conditional use permit is requested – See *March 16, 2011, letter to Planning Commission* regarding Hakanson Anderson Review letter and *Cover letter of CUP Submission.*

(8) A description of the potential environmental impacts for each alternative – See *Summary, Route A, Appendix B & C of CUP Submission* and, *matrices submitted to Work Group, Planning Commission and City Council.*

(9) A proposed timeline for each alternative to include planning, permitting, construction, and activation. May 1, 2011, is the anticipated date for permitting approval. Design, acquisition and construction would be undertaken from May 1, 2011 to March 31, 2012, the desired activation date. See, *August 9, 2010, Letter to City.*

(10) All necessary data to incorporate into the city's emergency management plan – As stated in Great River Energy's *March 16, 2011, letter to Planning Commission* regarding Hakanson Anderson Review letter, we have talked with Chief DuCharme and agreed that all information needed will be provided as Emergency Services requires it and as it becomes available during the design and construction process.

Most of Route A is not located on local streets but is on or along arterial or collector streets, corridors presently used for public roads or above-ground utilities, or on corridors that were previously used for such purposes and are being retained for future public or utility purposes. That portion of Route A that runs from the Athens border, south to Cooper's Corner does not abut a public road but, is, and has been, located on an existing, private utility easement since the early 1950s. (See Section 74-213.D of the City Code).

When all these items are considered as a whole, the materials provided to the City show that Route A satisfies the standards of the City Code.

We would like to respond to the Peter Criswell document/letter sent to the Planning Commission prior to the public hearing. As I noted at the public hearing, Mr. Criswell's document contains essentially three arguments: 1) the line will be unattractive and will harm Cedar Creek Ecosystem Science Reserve, Allison Savanna and the Linwood School Forest; 2) a "Super Road" is coming to the north and Great River Energy will want to, and should, locate on that; and, 3) Great River Energy is going to tie into a future CapX2020 project and move to higher voltage lines throughout the region.

All three items are based on Mr. Criswell's opinion and are not adequate grounds to deny the application. The objective information related to the view is summarized above. Even if a "Super Road" is under consideration, as we stated at the March 22, 2011 public hearing, the purpose of this project is to utilize strong power sources in the area of Athens/East Bethel/Linwood. Building a transmission line further north, whether on a Super Road or not, would <u>not</u> accomplish our goals or benefit the electric system in East Bethel. As to a tie into a future CapX2020 project, Great River Energy has no current plans to connect to any CapX2020 project in this region or increase line voltages. We are seeking approval of a 69 kV transmission line because we believe

this to be the most efficient and economical project to pursue to ensure reliable electric service, both for the present and future. CAPX2020 is not a consideration.

We would like to reiterate that in pursuing Route A over Route I or some other route, we are not trading environmental impact for cost benefits. Route I, and other routes reviewed, have as much or more of an impact on the environment as Route A. Taken as a whole, Route A satisfies the conditions of the City Code. Further, Route I is almost entirely outside the city limits of East Bethel, and simply shifts the purported burden of the transmission line onto the citizens of another jurisdiction, instead of reflecting an application of the City Code to the facts and a reasoned decision with respect to the legal standards.

Great River Energy is pursuing Route A because the analysis shows it to be the best route overall with respect to cost, ability to construct and maintain, minimizing impact to property and the environment and the criteria in the City Code. It is the most economical and efficient means of accomplishing the goal of ensuring reliable electrical power to the community, including East Bethel. Electrical power is an essential service for East Bethel and the other areas served by Great River Energy and its member cooperatives, including Connexus. The line is critical for that service. Route A is the best choice.

Thank you for your consideration in this matter.

Sincerely,

GREAT RIVER ENERGY

Peter Schaub by Marsha Parlow

Peter M. Schaub
Sr. Field Representative

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Moss & Barnett
A Professional Association

March 31, 2011

City of East Bethel City Council
c/o Stephanie Hanson, City Planner
Jack Davis, Acting City Administrator
Mark Vierling, Esq., City Attorney
2241 221st Avenue, N.E.
East Bethel, MN 5501

Re: Great River Energy 69 kV Transmission Line Route

Dear Council Members, Ms. Hanson, Mr. Davis and Mr. Vierling:

This letter supplements the March 30, 2011 letter by Mr. Peter M. Schaub on behalf of Great River Energy (GRE). As Mr. Schaub's letter demonstrates, GRE has worked diligently with the Work Group and the Planning Commission to assist the City of East Bethel (City) in the evaluation of GRE's proposed Route A. In addition, his letter also demonstrates that the record shows that GRE's Application satisfies the conditional use permit (CUP) conditions of the Zoning Ordinance and the legal standards for granting a CUP. Our letter is to emphasize that use of the transmission line to enable GRE to provide an essential public service must be accommodated. Route A would allow GRE to connect to the end points of its transmission line as the line leaves Athens and Linwood Townships. One end point was established in a permit granted by Athens Township. In contrast, the route recommended by the Planning Commission does not.

Route I lies almost exclusively outside the City. It would require formal permission from Athens Township, and at a minimum, support from Oxford and Linwood Townships. GRE has inquired of those townships whether they would consent to such a route. They declined. Adopting the Planning Commission recommendation would leave GRE without the ability to meet the needs of its customers for reliable energy. GRE must address this serious problem; and, therefore, must respectfully press its right to transit the City for the purpose of meeting those needs. While the City may have authority to provide reasonable direction on the location of the line within the City, it does not have the authority to effectively exclude this vital transmission line from being located in the City. Clearly, the City lacks the authority to require GRE to locate the line outside the City.

Previously, GRE questioned the scope of the City's authority to regulate the proposed transmission line and to select the route. In response, the City hired Jim Strommen of the Kennedy & Graven law firm to provide an opinion on the issue. In his opinion, Mr. Strommen supported the City's authority to consider alternative routes, but expressly cautioned against denying a permit, stating:

> Even if an ordinance is proper on its face, the governing authority applying the ordinance may apply it in a manner that is impermissible. In the disputes over HVTLs in the Sunfish Lake area involving Xcel, a district court opinion held that

Attachment #14

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> Sunfish Lake's ordinance was applied in an impermissible manner. It found that the city overreached and denied the CUP application of Xcel to expand its HVTL (prior to PUC authority) by acting arbitrarily and capriciously. **That issue would be raised if the City prohibited a transmission line or created unreasonable barriers to the establishment of a line that resulted in a material, negative impact on Connexus' ability to serve customers. A denial with such an impact, unless compelling health, safety, and welfare reasons exist, could define the limits of the City's CUP authority here.**
>
> **Another potential challenge to any City ordinance regulating transmission line routing is the utility's eminent domain authority given to it by the Legislature to carry out its duty to serve customers with a vital service.** ***See*** **Minn. Stat. § 216B.04, .38-.42, 222.36 and 301B.02 (providing for the power of eminent domain over the private property "necessary or convenient for the transaction of the public business for which it was formed")**; *see also* Dakota County District Court opinion *in Northern States Power Company v. City of Sunfish Lake,* File No. C4-02-6854, May 31, 2002 p. 12 ... ; *Hubbard Broadcasting, Inc. v. City of Afton,* 323 N.W.2d 757, 764 (Minn. 1982) (holding that condemnation power of utilities override local zoning); *Town of Oronoco v. City of Rochester,* 197 N.W.2d 426, 429 (Minn. 1972) (holding that there is a balancing of interests test that applies to resolving conflicts between police power and the right of eminent domain). (Emphasis added.)

The Kennedy & Graven opinion is correct. The City lacks the authority to deny GRE a CUP with the effect of precluding GRE from locating in the City and preventing GRE from establishing this critical line.

The District Court in *Northern States Power d/b/a Xcel Energy v. City of Sunfish Lake,* Order and Memorandum, dated June 3, 2002, explained fundamental limitations on a city's authority when it held that the City of Sunfish Lake could not deny a CUP for a transmission line to be located within that city. The following discussion by the Court is directly relevant to GRE's Application.

> "Any public service corporation shall have the right to obtain by condemnation, under the right of eminent domain, any land, or any right over, through, or across the same, or any easement therein, necessary for the convenient prosecution of its enterprise." Minn. Stat. Sec. 222.36. "The [public service] corporation may acquire by right of eminent domain the private property necessary or convenient for the transaction of the public business for which it was formed." Minn. Stat. Sec. 300.04.
>
> Minnesota Courts recognize the important role municipalities play in the placement of transmission lines within their communities. In *NSP v. Oakdale,* the Court of Appeals found that Minn. Stat. Sec. 216B.36 conferred specific authority

> "to cities to regulate utility line placement." 588 N.W.2d 534, 539 (Minn. Ct. App. 1999). **But while City may regulate the installation of transmission lines, it may not prohibit them.** *See* 1 Robert M. Anderson, *Anderson's American Law of Zoning,* Sec. 12.33 (4th ed. 1995) (excluding or unreasonably confining transmission lines is not reasonably related to public health, safety or welfare and is not within the police power); *Hubbard Broadcasting, Inc. v. City of Afton,* 323 N.W.2d 757, 764 (Minn. 1982) (noting condemnation power of utilities overrides local zoning); *Town of Oronoco v. City of Rochester,* 293 Minn. 468, 471, 197 N.W.2d 426, 429 (1972) (holding the balancing-of-public-interests test applies to resolve conflicts between the police power and the right of eminent domain). In this case, City rejected routing the line anywhere else in Sunfish Lake, and then denied upgrading the line along its current route, leaving Xcel with system deficiencies and no ability cure them. And City did this with the stated intention of encouraging Xcel to remove the line altogether. Denial of the application was unauthorized, unreasonable, arbitrary and capricious. (Emphasis added.)

The Appellate Court, in *Northern States Power v. City of Mendota Heights*, 646 N.W. 2d 919 (Minn. Ct. App. 2002) involving the same line addressed in the *Sunfish Lake* case, dismissed on procedural grounds an appeal from a District Court Order. In its decision, the Appellate Court observed: "In addition, the Minnesota Supreme Court has warned zoning authorities that they do not have carte blanche to arbitrarily **block otherwise lawful development** by the passage of new zoning law" citing, *Interstate Power Co. v. Nobles County Bd. of Comm'rs,* 617 N.W. 2d 566, 576 (Minn. 2000) (emphasis added). Denial of the CUP application would block GRE's lawful transmission line use, and is contrary to law.

GRE has the express legal right to traverse the City with its transmission lines. First, Minn. Stat. § 222.36 grants GRE eminent domain for the purpose of routing its transmission lines. As noted above, the right of eminent domain overrides inconsistent zoning ordinances. *Hubbard Broadcasting, Inc. v. City of Afton.* In fact, in *Town of Oronoco v. City of Rochester,* the Court went further and determined that the power of eminent domain overrides a conflicting zoning ordinance even where the exercise of eminent domain was not necessary. Second, Minn. Stat. § 222.37 provides GRE with express authority to use public roads for its business purposes. Third, the only permits required for use of public roads are right-of-way permits, issued pursuant to Minn. Stat. § 237.163. Right of way permits can be used to determine the location of a utility's facility, but not to deny access.

Based on these express statutory grants of authority to GRE, the City cannot use its zoning authority to "block otherwise lawful development" and prevent GRE from building the transmission line within the City.

As Mr. Schaub emphasizes, GRE's goal is to provide reliable electrical service to East Bethel and the surrounding community. GRE has been and remains willing to work with the City to develop the most appropriate route through the City to connect the transmission line to the end points in Athens and Linwood Townships. Therefore, we request that the City Council approve

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the CUP application, and develop a process to resolve specific concerns and issues to enable this vital project to proceed.

Thank you for your consideration of GRE's application and the issues presented in this letter.

Very truly yours,

Paul B. Zisla
Attorney At Law
(612) 877-5328
ZislaP@moss-barnett.com

PBZ/cag

City of East Bethel
City Council
Agenda Information

* *

Date:
April 6, 2011

* *

Agenda Item Number:
6.0 B.1

* *

Agenda Item:
MPCA monitoring wells

* *

Requested Action:
Consider approving monitoring well sites in Whispering Oaks and7th Street Parks

* *

Background Information:
The Minnesota Pollution Control Agency is requesting permission for the installation of monitoring wells in East Bethel as part of the MPCA's Ambient Groundwater Quality Monitoring Networking program. There is a fact sheet prepared by the MPCA describing the program included in the attachments. Peer Engineering is a consultant for the MPCA, and has been contracted to assist with identifying permanent monitoring well locations and obtaining access for installation. The goal is to have access agreements in place by end of March and install the wells between late April and early June of 2011. The MPCA/State are paying all well installation and future sampling costs.

Also attached are site summary sheets for the possible well locations in Northern Boundaries 7th Street Park and Whispering Oaks Park. The actual location of the monitoring well can be moved based on the city's recommendation / future plans for the parks. The monitoring well is 6" in diameter and sticks out of the ground approximately 2 feet and will be locked. Also attached is the general MPCA access agreement for the groundwater quality monitoring program.

These wells can only be used for sampling and would not be available for any park or irrigation use.

* *

Attachments

1. MPCA Fact Sheet
2. Access Agreement
3. Well Location Maps
4. Well Design

* *

Fiscal Impact:
None at this time

* *

Recommendation(s):

The Parks Commission unanimously voted to recommend the approval of the test wells for Council approval. Staff also recommends the approval of these wells subject to final location approval by City staff.
* *

City Council Action

Motion by:________________ Second by:________________

____

____

____

Vote Yes:_____ Vote No:_____

No Action Required:_____

MPCA PROPERTY ACCESS AGREEMENT WITH

CITY OF EAST BETHEL
(Property Owner)

1. Purpose of Agreement. The Minnesota Pollution Control Agency (MPCA) is enhancing its ambient groundwater monitoring network in Minnesota. The attached fact sheet describes this groundwater monitoring network ("network"), which will help provide information about the quality of Minnesota's groundwater and identify trends in water quality. The MPCA is assessing groundwater in this region. As part of the groundwater assessment, the MPCA is installing wells to obtain water samples for analysis.

2. Parties. This agreement is between the MPCA and City of East Bethel (the "Property Owner"), who owns property located at_____ (the "Property") where the MPCA would like to install a monitoring well. The MPCA is authorized to enter any property, public and private, for the purpose of conducting surveys under Minn. Stat. §§ 115.04, subd. 3.

3. Consent to access. The "Property Owner" hereby consents to participation in the network and authorizes the MPCA, its employees and agents, to enter the Property for the purpose of:

1) installing a permanent groundwater monitoring well at the location shown on attachment 1; and
2) collecting groundwater samples from the monitoring well according to the schedule set forth below.

4. Notice. The MPCA will notify the Property Owner of the name of the environmental consulting firm that will be managing the monitoring well installation at least two weeks before the installation.

5. Location of well. The MPCA's consultant will coordinate the monitoring well installation with the Property Owner to ensure that a mutually agreeable location on the Property is identified.

5. Permits, required actions. The MPCA will be responsible for obtaining all permits and providing notices to utilities related to the installation. The MPCA's consultant will coordinate all contractors involved in installation, including locating all utilities prior to well installation and completing all Minnesota Department of Health permits required to install the well.

6. Well installation. The Property Owner understands and agrees that the well installation will require three separate site visits. All buried utilities will be located during the first site visit. This will take approximately 1-2 hours to complete and will be done prior to the well installation. The well will be drilled during second site visit, which will take approximately one working day to complete. The well will be prepared for water sample collection during the final site visit. These preparations involve pumping water from the well and monitoring its quality. These activities will take one-half day to complete and will be performed no sooner than 24 hours after well installation.

7. Sampling; notice of sampling. After installation, the MPCA will sample the monitoring well once a year. Sampling will involve pumping water from the well, collecting field measurements of the water, and collecting samples for later laboratory analysis. Sampling will take between 1 to 2 hours to complete. The MPCA or its consultant will notify the Property Owner at least 48 hours before entering the Property for the purpose of well installation or sampling.

8. Hours of work. All work under this access agreement will be conducted during regular business hours (8:00 AM to 5:00 PM) unless the MPCA or its consultant receives written permission by the owner or his/her agent to conduct work during different hours.

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

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

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

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

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

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

MINNESOTA POLLUTION CONTROL AGENCY	PROPERTY OWNER
_____	_____
Glenn Skuta Manager, Water Monitoring Section	Signature
Date: _____	Date: _____

MPCA PROPERTY ACCESS AGREEMENT WITH

_____
(Property Owner)

1. Purpose of Agreement. The Minnesota Pollution Control Agency (MPCA) is enhancing its ambient groundwater monitoring network in Minnesota. The attached fact sheet describes this groundwater monitoring network ("network"), which will help provide information about the quality of Minnesota's groundwater and identify trends in water quality. The MPCA is assessing groundwater in this region. As part of the groundwater assessment, the MPCA is installing wells to obtain water samples for analysis.

2. Parties. This agreement is between the MPCA and _____ (the "Property Owner"), who owns property located at_____ (the "Property") where the MPCA would like to install a monitoring well. The MPCA is authorized to enter any property, public and private, for the purpose of conducting surveys under Minn. Stat. §§ 115.04, subd. 3.

3. Consent to access. The "Property Owner" hereby consents to participation in the network and authorizes the MPCA, its employees and agents, to enter the Property for the purpose of:

1) installing a permanent groundwater monitoring well at the location shown on attachment 1; and
2) collecting groundwater samples from the monitoring well according to the schedule set forth below.

4. Notice. The MPCA will notify the Property Owner of the name of the environmental consulting firm that will be managing the monitoring well installation at least two weeks before the installation.

5. Location of well. The MPCA's consultant will coordinate the monitoring well installation with the Property Owner to ensure that a mutually agreeable location on the Property is identified.

5. Permits, required actions. The MPCA will be responsible for obtaining all permits and providing notices to utilities related to the installation. The MPCA's consultant will coordinate all contractors involved in installation, including locating all utilities prior to well installation and completing all Minnesota Department of Health permits required to install the well.

6. Well installation. The Property Owner understands and agrees that the well installation will require three separate site visits. All buried utilities will be located during the first site visit. This will take approximately 1-2 hours to complete and will be done prior to the well installation. The well will be drilled during second site visit, which will take approximately one working day to complete. The well will be prepared for water sample collection during the final site visit. These preparations involve pumping water from the well and monitoring its quality. These activities will take one-half day to complete and will be performed no sooner than 24 hours after well installation.

7. Sampling; notice of sampling. After installation, the MPCA will sample the monitoring well once a year. Sampling will involve pumping water from the well, collecting field measurements of the water, and collecting samples for later laboratory analysis. Sampling will take between 1 to 2 hours to complete. The MPCA or its consultant will notify the Property Owner at least 48 hours before entering the Property for the purpose of well installation or sampling.

8. Hours of work. All work under this access agreement will be conducted during regular business hours (8:00 AM to 5:00 PM) unless the MPCA or its consultant receives written permission by the owner or his/her agent to conduct work during different hours.

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

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

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

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

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

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

MINNESOTA POLLUTION CONTROL AGENCY	PROPERTY OWNER
_____	_____
Glenn Skuta Manager, Water Monitoring Section	Signature
Date: _____	Date: _____

PROPOSED WELL #60

COUNTY: Anoka

LOCATION: Northern Boundaries 7th Street Park
22191 7th Street NE
East Bethel, MN

LATITUDE: -93.260740
LONGITUDE: 45.372059

DESIRED LAND USE:
Residential Un-Sewered Area

Photograph of proposed well location in southwest corner of park at edge of treeline

---

Current Land Use:
The proposed well location is in the southwest corner of the Northern Boundaries 7th Street Park. The park is a neighborhood park in the southeast corner of the 222nd Avenue NE and 7th Street NE intersection. The land use within 500 meters of the well location is approximately 90% residential un-sewered and 10% park / undeveloped land.

Photograph taken at proposed well location looking NE into 7th Street Park

Hydrogeology:
- **Surface Elevation:** 920 ft
- **Soil Type:** Very Fine to Medium Sand
- **Glacial Setting:** Grantsburg Sublobe
- **Sediment Type:** Calcareous
- **Groundwater Elevation/Depth:**910 ft /10 ft bgs
- **Groundwater Flow:** Southwest
- **Bedrock Formation:** St. Lawrence - Franconia
- **Bedrock Elevation:** 160 ft

Property Owner:
City of East Bethel

Property Accessibility:
The proposed well location is easily accessible off of 7th Street.

Comments:
- Access agreement pending

Ambient Groundwater Quality Monitoring
Minnesota Pollution Control Agency
Ms. Sharon Kroening

January 11, 2011

PROPOSED WELL #61

COUNTY: Anoka

LOCATION: Whispering Oaks Neighborhood Park
20911 Okinawa Street NE
East Bethel, MN

LATITUDE: -93.181612
LONGITUDE: 45.348837

DESIRED LAND USE:
Residential Un-Sewered Area

Photograph looking N at the proposed well location

Current Land Use:
The proposed well location is in the northwest corner of Whispering Oaks Neighborhood Park. The park is located in the northwest corner of the Okinawa St NE and Rendova Street NE intersection. The land use within 500 meters of the well location is approximately 85% residential un-sewered, 10 % undeveloped land.

Photograph looking NW towards tennis courts and proposed well location

Hydrogeology:

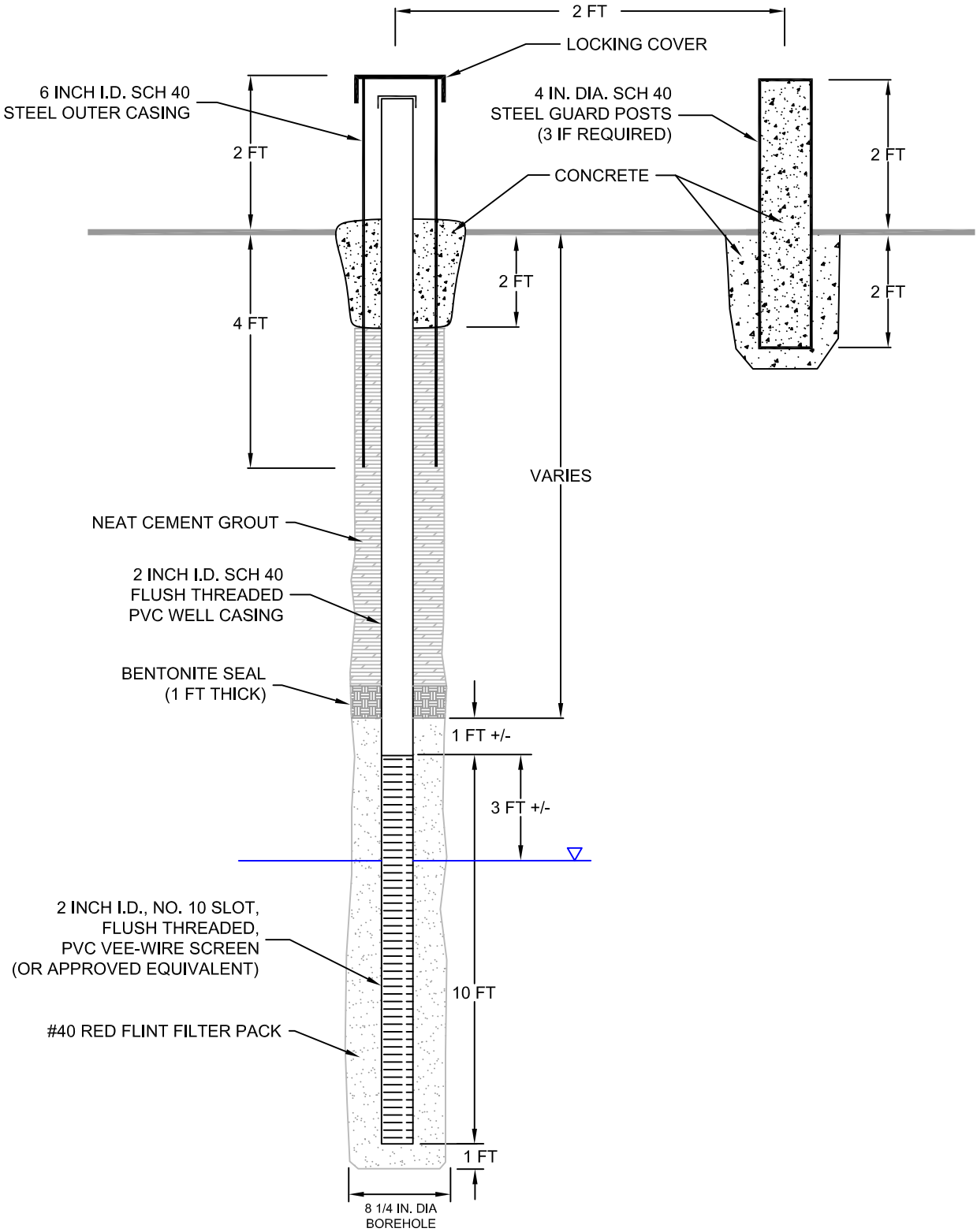
- **Surface Elevation:** 920 ft
- **Soil Type:** Very Fine to Medium Sand
- **Glacial Setting:** Grantsburg Sublobe
- **Sediment Type:** Calcareous
- **Groundwater Elevation/Depth:** 912 ft /8 ft bgs
- **Groundwater Flow:** South - Southeast
- **Bedrock Formation:** Ironton & Galesville Sandstone
- **Bedrock Elevation/Depth:** 650 ft / 270 ft bgs

Property Owner:
City of East Bethel

Property Accessibility:
The proposed well location is easily accessible off of 231st Lane NE.

Comments:

- Access agreement pending
- Proposed well location on edge of bedrock valley



Peer Engineering	TYPICAL WELL CONSTRUCTION	JAN 2011
Monitoring Well.dwg PROJECT #: 20607	AMBIENT GROUNDWATER QUALITY MONITORING NETWORK TWIN CITIES METRO AREA	FIGURE 2

Enhancing Ambient Groundwater Quality Monitoring in Minnesota

For the Clean Water Land and Legacy Amendment

Water Quality/Ambient Monitoring #1.05 ● December 2009

Minnesota Pollution Control Agency

For More Information

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

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

What Is Ambient Monitoring?

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

How Is This Information Used?

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

MPCA's Ambient Groundwater Monitoring Network

The MPCA's ambient monitoring network focuses on determining the amount of non-agricultural chemicals in the aquifers that are most susceptible to pollution from human activities. The network focuses on the surficial sand and gravel and Prairie du Chien-Jordan aquifers. Both of these are heavily used for drinking water. Assessments of agricultural chemicals are performed by the Minnesota Department of Agriculture.

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

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

Clean Water Land and Legacy Amendment

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

Minnesota Pollution Control Agency • 520 Lafayette Rd. N., St. Paul, MN 55155-4194 • www.pca.state.mn.us
651-296-6300 • 800-657-3864 • TTY 651-282-5332 or 800-657-3864 • Available in alternative formats

City of East Bethel
City Council
Agenda Information

* *

Date:
April 6, 2011

* *

Agenda Item Number:
6.0 B.2

* *

Agenda Item:
Booster East/Cedar Creek Trail Easements

* *

Requested Action:
Consider retaining the Bataan Street easements for the Booster East/Cedar Creek Trail Project

* *

Background Information:
The City has acquired and recorded 6 easements for the construction of the Booster East/Cedar Creek Trail project. Two of the easements are required for the Booster East to 224th Avenue connection that was approved by City Council on March 16, 2011 for this portion of the project. Three of the easements were given by property owners and obligate the City to certain privacy and entrance improvements and tree removal for the Bataan Street segment of the project. Even though the Bataan Street segment of the project has been cancelled, Council should consider retaining the easements and satisfying the terms under which they were given.

Should this segment of the project be constructed in the future it may be difficult to obtain these easements if they are vacated at this time.

The four parcels listed below are required for the Bataan Street segment of the trail. These easements and the conditions under which they were granted are provided below:

3. <u>Parcel 3-Korey Kron parcel at 22320 Bataan Street</u> A permanent slope easement that varies in width from 5' to 20' along west side of the property owned by Mr. Korey Kron is required. Mr. Kron has signed the easement agreement.

In return the City agreed to the the following:
a. Install a paved driveway entrance 180' south of his existing driveway upon construction of the trail. This driveway entrance would be 180' south of the existing driveway to 22320 Bataan Street as shown on the easement map, Attachment 4.

4. <u>Parcel 4-Jim Cashin parcel at 22350 Bataan Street</u> A temporary easement for construction purposes that varies in width from 5' to 10' along the west side of the property owned by Mr. Jim Cahsin is required. Mr. Cashin has signed the easement agreement.

In return the City agreed to the following:

a. The City removes both rows of pine trees adjacent to and on the City right of way. The pine trees must be removed to complete the grading on the project under any circumstances.
b. Replace the fence between the rows of trees. The fence must be removed to complete the grading on the project under any circumstances.
c. Add up to 5 feet of width to the a portion of the existing driveway, beginning 30' west of the west right of way line of Bataan Street and proceeding east to Bataan Street. The driveway extension will transition from 0.0' in width at this point and widen to 5' at Bataan Street to transition the existing drive to the new slope grades as indicated on Attachment 5.
d. Attempt to save any trees within the easement that are not required for removal.

5. Parcel 3-Larry and Virginia Erickson parcel at 22420 Bataan Street A permanent slope easement that varies in width from 5' to 10' along the west side of the property owned by Larry and Virginia Erickson is required. The Erickson's have signed the easement agreement. See Attachment 6 for easement details.

In return the City agreed to the following:
a. The City will remove both rows of pine trees along the west side of their property within the proposed easement limits. The first row of pine trees must be removed under any circumstances to complete the grade work on the trail.
b. Construct a 6 foot privacy fence along the edge of this easement.

6. Parcel 4-Nick Johnson and Lisa Tschida parcel at 2755 226th Lane A permanent slope easement that varies in width from 10-20' along the west side of the property owned by Nick Johnson and Lisa Tschida is required. They have signed the easement with no conditions.

These conditions and the easements were approved by City Council on September 1, 2010. The legal descriptions of the easements have been recorded but the conditions upon which the easements were granted were made a part of the contract for the project and were not recorded with the easements. Since this portion of the project has been cancelled these conditions need to be recorded to retain these easements.

The current design of the trail will require no other easements other than those described above.

Attachment(s):

1. Map of Project Area Reflecting Easements
2. Korey Kron Easement and Map
3. Jim Cahsin Easement and Map
4. Larry and Virginia Erickson

*** ***

Fiscal Impact:
The cost for recording the additional easement conditions is estimated to be $1,500. This expense would be paid from the Trails Development Fund.

*** ***

Recommendation(s):
Staff recommends retaining the easements for the Bataan Street segment of the Booster East/Cedar Creek Trail and recording their conditions with the legal descriptions on record.

* *

City Council Action

Motion by:_____ Second by:_____

_____

_____

_____

Vote Yes:_____ Vote No:_____

No Action Required:_____

ATTACHMENT #1

Copyright © 2008 - River's Edge GIS, LLC

CITY OF EAST BETHEL
CivicSight Map

PARCEL LOCATION MAP

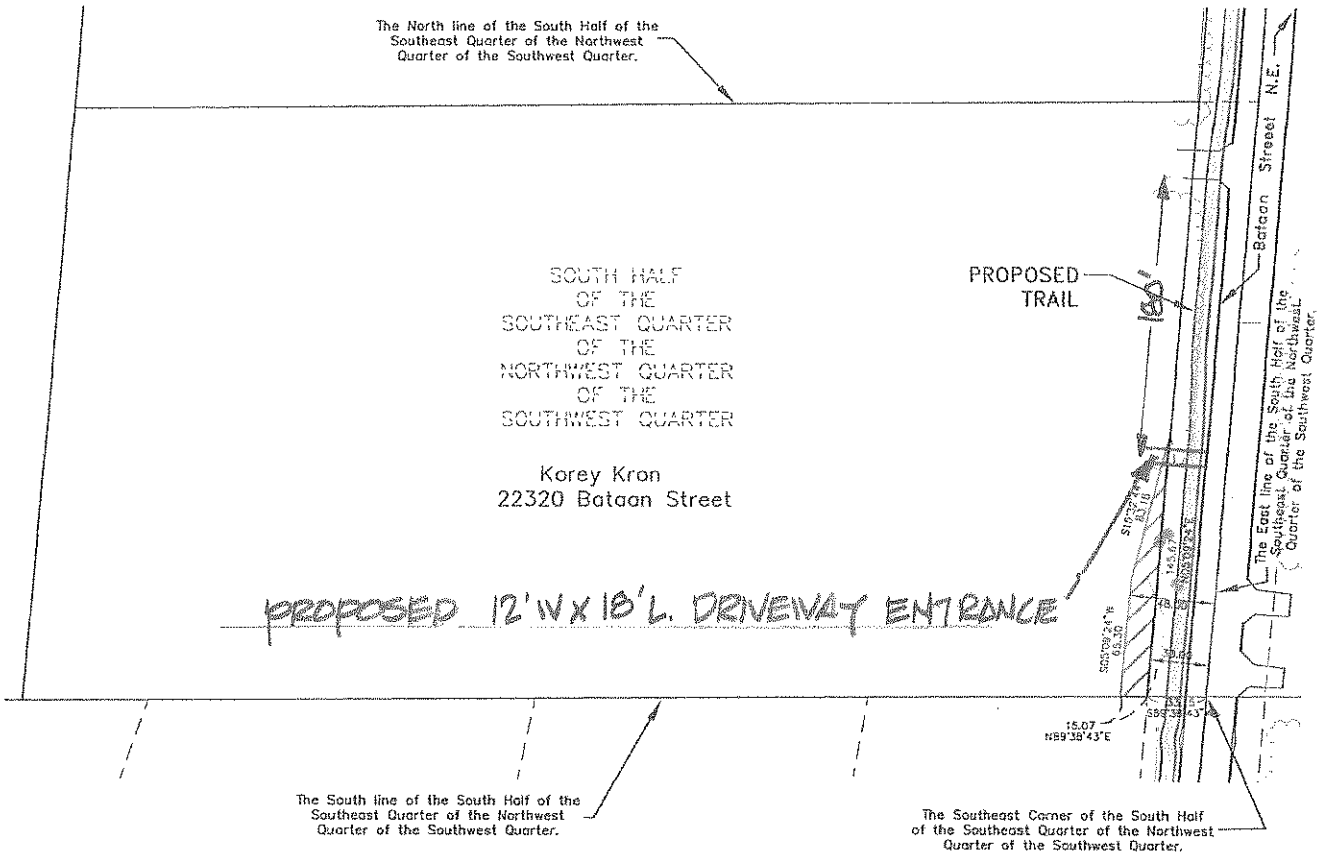
MAP LEGEND:
- WATER
- PARKS
- PARCELS2

Map Scale: 1 inch = 703 feet
Map Date: 8/26/2010
Data Date: August 12, 2010

Sources: EAST BETHEL GIS AND ANOKA COUNTY

Disclaimer:
Enter Map Disclaimer Here

ATTACHENT # 4 PARCEL 3



A permanent easement for slope purposes over, under and across that part of the South Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter, Section 3, Township 33, Range 23, Anoka County, Minnesota, described as follows:

Commencing at the southeast corner of said South Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter, thence South 89 degrees 38 minutes 43 seconds West, assumed bearing along the south line of said South Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter, a distance of 33.15 feet, to the point of beginning; thence North 05 degrees 09 minutes 24 seconds East parallel with and distant 33.00 feet west of the east line of said South Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter a distance of 145.67 feet; thence South 15 degrees 32 minutes 44 seconds West a distance of 83.18 feet; thence South 05 degrees 09 minutes 24 seconds West parallel with and distant 48.00 feet west of said east line a distance of 65.30 feet to the south line of said South Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter; thence North 89 degrees 38 minutes 43 seconds East along said south line a distance of 15.07 feet to the point of beginning.

Permanent Easement contains 1582 sq. ft. = 0.036 acres

Property Owner: Korey Kron
22320 Bataan Street
PID No.: 03-33-23-32-0007

N

50 0 50 100
SCALE IN FEET

LEGEND
Tree Line
Property Line
Permanent Slope Easement

DATE	REVISION	DESIGNED BY: TAE	Hakanson Anderson Assoc., Inc.	Easement Exhibit for the CITY OF EAST BETHEL	SHEET 1 OF 1 SHEETS
		DRAWN BY: DMS	Civil Engineers and Land Surveyors 3601 Thurston Ave., Anoka, Minnesota 55303 763-427-5660 FAX 763-427-0520	DATE 2/26/10 FILE NO. EB338	
		CHECKED BY: CRC			

Jun 18, 2010 - 2:02pm
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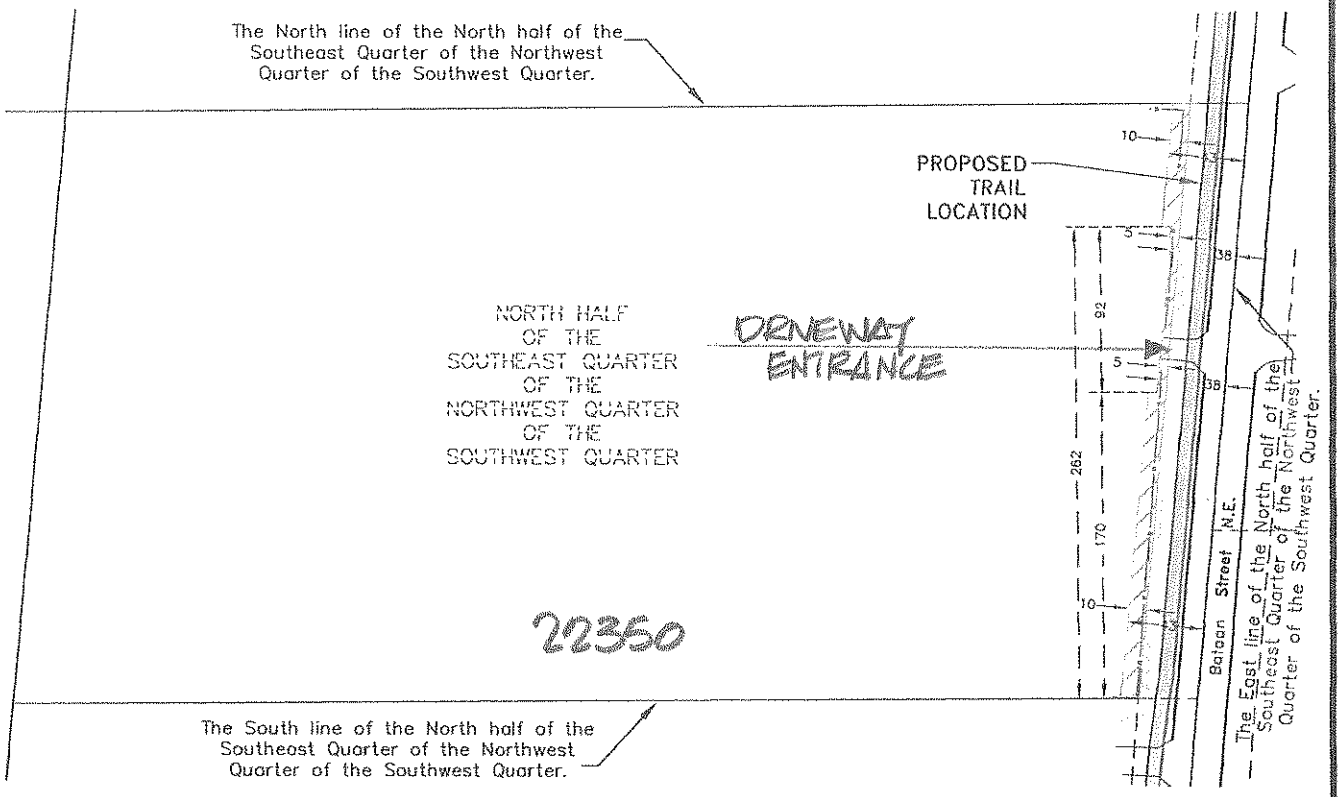
ATTACHMENT 5

Temporary Construction Easement

PARCEL 4



A temporary easement for construction purposes over, under and across the west 10.00 feet of the east 43.00 feet of the south 170.00 feet; the west 5.00 feet of the east 38.00 feet of the north 92.00 feet of the south 262.00 feet; and the west 10.00 feet of the east 43.00 feet lying north of the south 262.00 feet as measured perpendicular from the south and east lines of the North Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 4, Township 33, Range 23, Anoka County, Minnesota.

Permanent Easement contains 2,857 sq. ft. = 0.066 acres

Property Owner: Jim Cashin
22350 Bataan Street
PID No.: 03-33-23-32-0002

LEGEND

Tree Line

Property Line

Temporary Construction Easement

N

50 0 50 100
SCALE IN FEET

DATE	REVISION
08/10/10	added description

DESIGNED BY: TAE
DRAWN BY: DMS
CHECKED BY: CRC

Hakanson Anderson Assoc., Inc.
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5960 FAX 763-427-0520

Easement Exhibit for the CITY OF EAST BETHEL

DATE 2/26/10 | FILE NO. EB338

SHEET 1 OF 1 SHEETS

Aug 10, 2010 - 3:12pm
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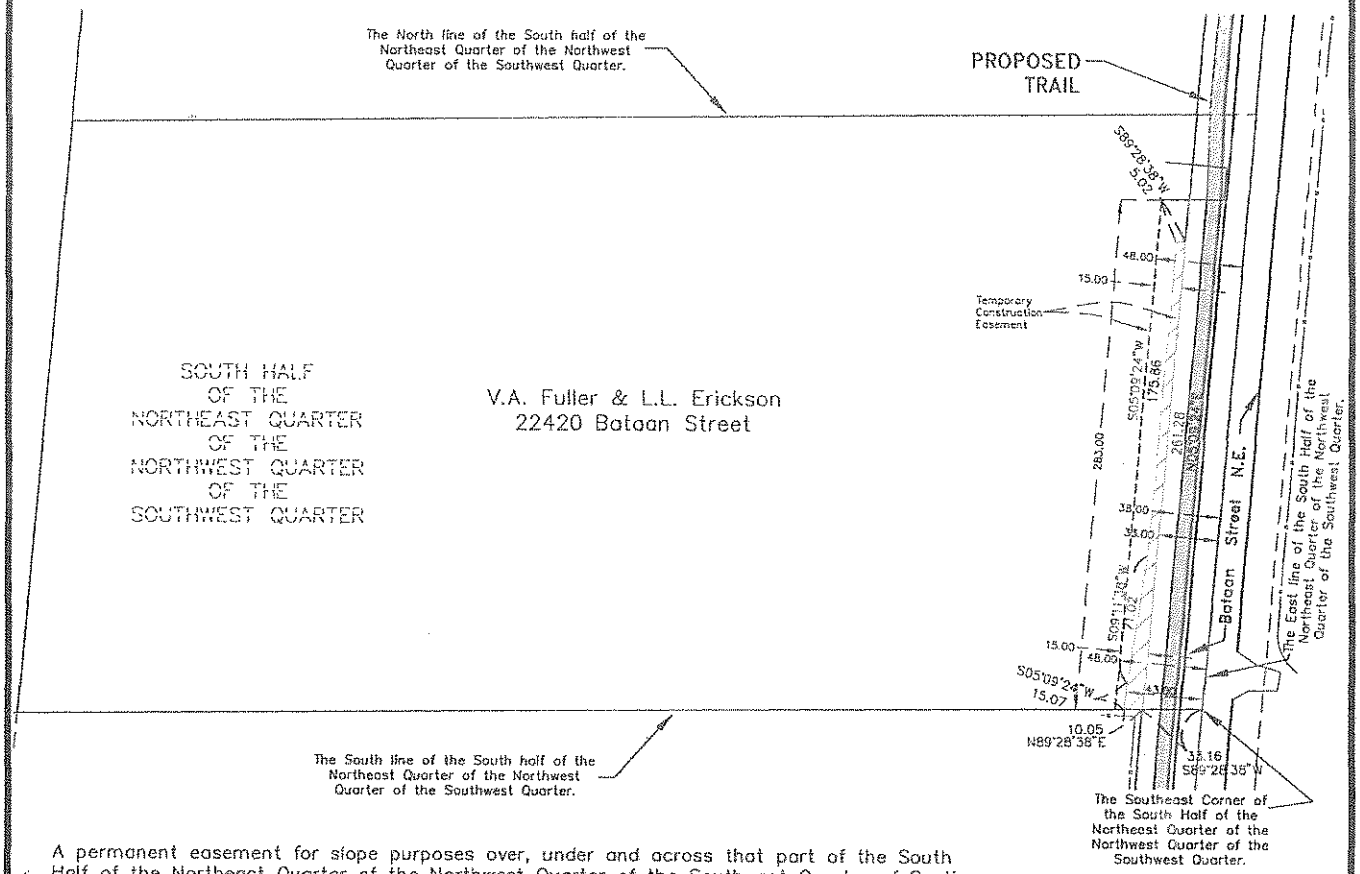
ATTACHMENT 6
PARCEL 5



A permanent easement for slope purposes over, under and across that part of the South Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 3, Township 33, Range 23, Anoka County, Minnesota, described as follows:

Commencing at the southeast corner of said South Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter; thence South 89 degrees 28 minutes 38 seconds West, assumed bearing along the south line of said South Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter, a distance of 33.16 feet to the point of beginning; thence North 05 degrees 09 minutes 24 seconds East parallel with and distant 33.00 feet west of the east line of said South Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter a distance of 261.28 feet; thence South 89 degrees 28 minutes 38 seconds West a distance of 5.02 feet; thence South 05 degrees 09 minutes 24 seconds West parallel with and distant 38.00 feet west of said east line a distance of 175.86 feet; thence South 09 degrees 11 minutes 38 seconds West a distance of 71.02 feet; thence South 05 degrees 09 minutes 24 seconds West parallel with and distant 43.00 feet west of said east line a distance of 15.07 feet to the south line of said South Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter; thence North 89 degrees 28 minutes 38 seconds East along said south line a distance of 10.05 feet to the point of beginning.

Permanent Easement contains 1558 sq. ft. = 0.036 acres

A temporary easement for construction purposes over, under and across the West 15.00 feet of the East 48.00 feet of the South 283.00 feet of the South Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 3, Township 33, Range 23, Anoka County, Minnesota.

Temporary Easement contains 4,266 sq. ft. = 0.098 acres

N

50 0 50 100
SCALE IN FEET

LEGEND

Tree Line

Property Line

Permanent Slope Easement

Property Owner: V.A. Fuller & L.L. Erickson
22420 Bataan Street
PID No.: 03-33-23-32-0004

DATE	REVISION

DESIGNED BY: TAE
DRAWN BY: DMS
CHECKED BY: CRC

Hakanson Anderson Assoc., Inc.
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520

Easement Exhibit
for the
CITY OF EAST BETHEL

DATE 2/26/10 | FILE NO. EB338

SHEET 1 OF 1 SHEETS

Jul 14, 2010 - 9:51am
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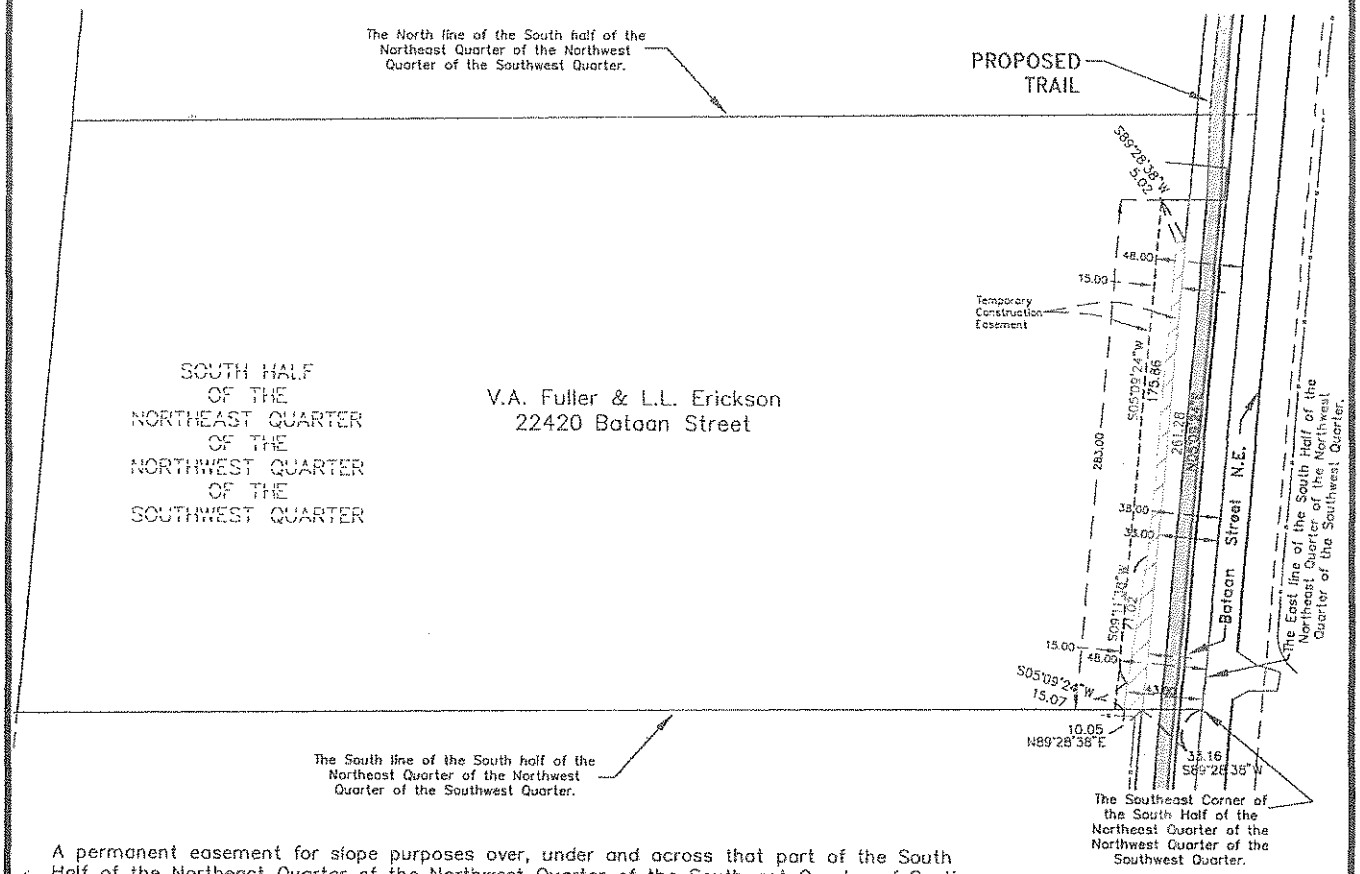
ATTACHMENT 6
PARCEL 5



A permanent easement for slope purposes over, under and across that part of the South Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 3, Township 33, Range 23, Anoka County, Minnesota, described as follows:

Commencing at the southeast corner of said South Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter; thence South 89 degrees 28 minutes 38 seconds West, assumed bearing along the south line of said South Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter, a distance of 33.16 feet to the point of beginning; thence North 05 degrees 09 minutes 24 seconds East parallel with and distant 33.00 feet west of the east line of said South Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter a distance of 261.28 feet; thence South 89 degrees 28 minutes 38 seconds West a distance of 5.02 feet; thence South 05 degrees 09 minutes 24 seconds West parallel with and distant 38.00 feet west of said east line a distance of 175.86 feet; thence South 09 degrees 11 minutes 38 seconds West a distance of 71.02 feet; thence South 05 degrees 09 minutes 24 seconds West parallel with and distant 43.00 feet west of said east line a distance of 15.07 feet to the south line of said South Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter; thence North 89 degrees 28 minutes 38 seconds East along said south line a distance of 10.05 feet to the point of beginning.

Permanent Easement contains 1558 sq. ft. = 0.036 acres

A temporary easement for construction purposes over, under and across the West 15.00 feet of the East 48.00 feet of the South 283.00 feet of the South Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 3, Township 33, Range 23, Anoka County, Minnesota.

Temporary Easement contains 4,266 sq. ft. = 0.098 acres

N

50 0 50 100
SCALE IN FEET

LEGEND

Tree Line

Property Line

Permanent Slope Easement

Property Owner: V.A. Fuller & L.L. Erickson
22420 Bataan Street
PID No.: 03-33-23-32-0004

DATE	REVISION

DESIGNED BY: TAE
DRAWN BY: DMS
CHECKED BY: CRC

Hakanson Anderson Assoc., Inc.
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520

Easement Exhibit
for the
CITY OF EAST BETHEL

DATE 2/26/10 | FILE NO. EB338

SHEET 1 OF 1 SHEETS

Jul 14, 2010 - 9:51am
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City of East Bethel
City Council
Agenda Information

* *

Date:
April 6, 2011
* *

Agenda Item Number:
Item 8.0 A.1
* *

Agenda Item:
Request for Construction Services Administration for the Municipal Infrastructure Project
* *

Requested Action:
Consider the appointment of Bolton and Menk and Hakanson-Anderson as Construction Service Administrators for the Municipal Infrastructure Project .
* *

Background Information:
The contract with Bolton and Menk was suspended for the Municipal Infrastructure Project on January 5, 2011 and subsequently terminated on March 2, 2011. With time for evaluation of the project needs it has been determined that the re-engagement of Bolton and Menk's services are in the best interest of the City. This decision is based on the fact that Bolton and Menk has intimate and advanced knowledge of the project as the design engineer in terms of both plan interpretation and project monitoring and administration. Further, utilizing Bolton and Menk as both the design and project management engineer for Phase I Project 1 Utilities insures that any project liability is borne solely by them, eliminating the potential of determining liability, should it arise, if more than one engineer is involved in this phase of the project. Finally, the reinstatement of Bolton and Menk to this phase of the project will result in a seamless transition from design to construction and avoid any delays due to soliciting new construction management services and the associated time a new firm would need to acquire previous project information that would be essential to managing this phase of the project. For these reasons which equate to time and total project cost savings, Bolton and Menk should be considered for re-instatement for construction services administration of Phase I Project 1 Utility Project as per the final approved plans for this portion of the project and the revised contract addendum 2.

It is also recommended that the City's engineering firm of Hakanson-Anderson be assigned the responsibility of completing the construction services administration for Municipal Wells 1 and 2 and the Water Tower portion of this project. Hakanson-Anderson is currently serving as the interim project coordinator for this work. The municipal well portion of the project will be substantially complete before the RFP process can be finalized and a firm selected to do this work. Additionally, it would also be more time efficient and less costly to assign Hakanson-Anderson the water tower portion of this contract as opposed to selecting another firm for the work.

Upon a complete analysis of all water sampling data, a determination can be made regarding the level of water treatment required for the project. If levels of water treatment exceeding basic chemical addition are needed it is recommended that the City seek RFP's for the construction of an appropriate treatment facility.

Attachment(s)

1. Bolton and Menk Cover Letter
2. Bolton and Menk Addendum 2

* *

Fiscal Impact:

Bolton and Menk has reduced their project management fees to 10% of construction costs. Their new proposal to the City for the services as specified in Addendum 2 reduces their original contract amount by $635,000. Their new contract amount is proposed to $450,000. The contract amount for Hakanson-Anderson for Municipal Wells 1 and 2 and the water tower would be $140,000.

* *

Recommendation(s):

Staff recommends that Council re-instate Bolton and Menk to complete Project I Phase 1 Utility Project as outlined in Addendum 2 and subject to review and comment by the City Attorney and that Council assign construction management services for the Municipal Well and Water Tower Project to Hakanson-Anderson for the sum of $140,000 which would include all welding and coatings inspections..

* *

City Council Action

Motion by:________________ Second by:________________

____

____

____

Vote Yes:_____ Vote No:_____

No Action Required:_____

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
2638 Shadow Lane, Suite 200 • Chaska, MN 55318-1172
Phone (952) 448-8838 • Fax (952) 448-8805
www.bolton-menk.com

March 31, 2011

City of East Bethel
C/o: Mr. Jack Davis
Interim City Administrator
2241 221st Avenue NE
East Bethel, MN 55011

Re: Utility Infrastructure Project - Partial Contract Reinstatement

Honorable Mayor and City Council Members:

On March 2, 2011 the City Council initiated the sixty (60) day notice period for termination of our contractual relationship with the City. Subsequent to the initiation of the termination notice period it has been determined that it is in the best interest of the both parties to consider reinstatement of the subject contractual relationship for a portion of the services originally intended for termination. In general, these services include the construction phase services associated with both the City and Metropolitan Council (MCES) pipe facilities within the Phase I Project 1 area. Otherwise stated, the services will include the construction phase services for the construction work currently under contract with the exception of the wells, water tower and water treatment facility should one be constructed.

In addition, the concept of utilizing the services of City Engineer, Mr. Craig Jochum as the City's project oversight liaison and administrative agent has also been discussed. From our perspective, we welcome the involvement of Mr. Jochum in these roles and anticipate it will provide the City with additional insight into the project happenings and provide added administrative efficiencies that will yield a cost saving for the City. Presently, we anticipate the fees associated with Mr. Jochum's involvement as outlined will be approximately $25,000.

Should the City desire to reinstate the services under the conditions outlined above, we recommend this be completed by canceling the termination of the current agreement and amending the services to be provided and the associated fees. The amending of the services can be completed by approving and executing the attached "Addendum No. 2 to Agreement for Professional Services Utility Infrastructure Project City of East Bethel, MN". Addendum No. 2 outlines the new services to be completed in accordance with general outline above. It also defines the role of Mr. Jochum and, finally, provides an adjusted fee estimate to reflect the reduction in project scope and the involvement of Mr. Jochum.

From a fee perspective, all required services will be completed on an hourly basis in accordance with the fee schedule originally approved for this project and part of the existing agreement. We estimate approximately 10,000 total staff hours will be required to complete the tasks as outlined in Addendum No. 2 on behalf of the City and MCES. In addition, we will maintain the approved fee schedule throughout the project duration meaning that, upon project completion, the fee schedule will be unchanged for a period of approximately **5-years** despite ever increasing business expenses. Further, we will also utilize this fee schedule for any out of scope services that may be desired by the City during the course of the project. Finally, in total, we are estimating that the change in scope and the involvement of Mr. Jochum will remove approximately **$635,000** in City related construction phase services from the current agreement. This is reflected in the fee estimates shown in Section D of Addendum No. 2.

We thank you for the opportunity to complete this work on behalf of the City of East Bethel and the Metropolitan Council. We understand very well that this has been a difficult process and that the project work ahead is challenging. However, we are committed to working hard on behalf of the City, its residents and MCES to construct a quality and cost effective project!

Please contact me with any questions you may have regarding the information contained herein.

Respectfully Submitted,
BOLTON & MENK, INC.

Kreg J. Schmidt

Kreg J. Schmidt, P.E.
Senior Principal Engineer

cc: Mr. Bryce Pickart, P.E., Metropolitan Council

Attachment (1)

ADDENDUM NO. 2

To

AGREEMENT FOR PROFESSIONAL SERVICES

UTILITY INFRASTRUCTURE PROJECT

CITY OF EAST BETHEL, MN

In accordance with Paragraph IV.B of the "Agreement for Professional Services Utility Infrastructure Project City of East Bethel, Minnesota" dated June 18, 2008 and "Addendum No. 1 to Agreement for Professional Services Utility Infrastructure Project City of East Bethel, MN" dated December 15, 2010, collectively and hereinafter "AGREEMENT", the City of East Bethel, MN, hereinafter referred to as "CITY" and Bolton & Menk, Inc., hereinafter referred to as "CONSULTANT" hereby stipulate and agree to the following terms identified in this Addendum No. 2 to AGREEMENT this 6th day of April, 2011. All other provisions of AGREEMENT not specifically amended herein remain in full force and effect.

A. On March 2, 2011 the CITY initiated the sixty (60) day notice period for termination of the AGREEMENT with CONSULTANT. Subsequent to the initiation of the termination notice period it has been determined and agreed that it is in the best interest of both the CITY and CONSULTANT to reinstate its contractual relationship for a portion of the AGREEMENT services originally intended for termination. In general, these services include the construction phase services associated with both the CITY and Metropolitan Council (MCES) pipe facilities included in the plans and six (6) related addenda titled "Phase I Project 1 Utility Improvements & East Bethel Gravity Interceptor & Discharge MCES Project 810621" and dated November 19, 2010 hereinafter "PIPE FACILITIES". The services to be reinstated do not include major services associated with the water tower, wells or water treatment facility.

    1. The major services to be reinstated related to the PIPE FACILITIES include the following. It is acknowledged by both CITY and CONSULTANT that there are task related items that need to be completed that are not on the list of major services identified below. It is further acknowledged that these tasks will be completed as necessary on an hourly basis in accordance with the rate schedule associated with this AGREEMENT:

        a. Project management.
        b. On-site observation.
        c. Construction staking.
        d. Construction meetings.
        e. Contractor coordination.
        f. Contract document interpretation.

g. Quantity measurement and verification.
h. Utility coordination.
i. Easement negotiations.
j. Easement description preparation.
k. Agency coordination.
l. Cost apportionment calculations.
m. Permit application and management.
n. Project record keeping.
o. Geotechnical service coordination.
p. Record plans.
q. City Council updates as required.
r. Project Start-Up services.
s. Assessment roll preparation.
t. Assessment hearing presentation.
u. Punch list and warranty item management.
v. Project and contract close out.

B. In addition, AGREEMENT includes services not desired to be reinstated to CONSULTANT by CITY. As such, Exhibit I, Section "I.A.3.d: Construction Phase, Start-Up and Project Close-Out Services" added through Addendum No. 1 is hereby amended as follows:

I.A.3.d: Construction Phase, Start-Up and Project Close-Out Services:

1. **The CONSULTANT will perform Construction Phase and Start-Up and Project Close-Out Services required to manage, observe, stake and record the construction of and initiate the start-up of the PIPE FACILITIES (as defined in Addendum No. 2) on behalf of CITY and MCES. In addition, these services include the preparation of record plans for the improvements on behalf of CITY and MCES, the preparation of equipment and facility operation and maintenance manuals as appropriate and closing out of the project construction contracts. CONSULTANT services do not include material testing services. CONSULTANT will manage the material testing process for CITY and MCES with material testing firm approved by CITY and MCES. CONSULTANT will staff these services with an appropriate number of qualified personnel as approved by CITY and MCES. At the request of either CITY, MCES or CONSULTANT, the staffing levels can be evaluated and adjusted as appropriate and mutually agreed upon.**

C. It is acknowledged by both CITY and CONSULTANT that the City Engineer will be performing certain oversight and administrative duties previously intended to be completed by CONSULTANT. Examples of the City Engineer duties include but are not limited to the following:

a. Acting as project oversight liaison on behalf of the CITY.
b. Review of payment quantities.
c. Completion of contractor payment requests.
d. Attendance of City Council meetings regarding project.
e. Preparing project updates.

It is further also acknowledged that the CITY, City Engineer and CONSULTANT will apportion the duties as the project develops such that there will be a net cost savings to the CITY. It is presently anticipated the fees associated with the services of the City Engineer will be approximately $25,000.

D. The portion of Exhibit I, Paragraph III.A.2 as amended by Addendum No. 1 related to Section I.A.3.d is hereby amended to read as follows:

Section I.A.3.d: Phase 3 – Construction Phase, Start-Up and Project Close-Out Services:

1. CITY: $450,000

- **Construction Phase Services: $405,000 - $455,000**
- **Facilities Start-Up and Project Close-Out Services: $10,000 - $30,000**

2. MCES: As Approved By MCES *(Est. $575,000)*

E. Signatures:

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to AGREEMENT to be executed and thereby modify the original terms of AGREEMENT in accordance with the provisions included herein:

For the CITY:	For the CONSULTANT:
_____	_____
Richard Lawrence, Mayor	Kreg J. Schmidt, Senior Principal
ATTEST:	ATTEST:
_____	_____
Jack Davis, City Administrator	Timothy O. Loose, Senior Principal

City of East Bethel
City Council
Agenda Information

* *

Date:
April 6, 2011

* *

Agenda Item Number:
Item 8.0 A.2

* *

Agenda Item:
Pay Estimate #1 for the Construction of Municipal Well No. 1 and No. 2

* *

Requested Action:
Consider approval of Pay Estimate #1

* *

Background Information:
Attached is a copy of Pay Estimate #1 to Traut Wells, Inc. for the Construction of Municipal Well No. 1 and No. 2. The major pay items for this pay request include the construction of the test well, which was included in Change Order No. 1. The Pay Estimate includes payment for work completed to date minus a five percent retainage. We recommend partial payment of $15,164.61. A summary of the recommended payment is as follows:

Total Work Completed to Date	$15,962.75
Less 5% Retainage	$ 798.14
Total payment	$15,164.61

Attachments:
1. Project Location Map
2. Pay Estimate #1

* *

Fiscal Impact:
Staff is recommending payment of $15,164.61 at this time. Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project.

* *

Recommendation(s):
Staff recommends Council consider approval of Pay Estimate #1 in the amount of $15,164.61 for the Construction of Municipal Well No. 1 and No. 2.

* *

City Council Action

Motion by:_____ Second by:_____

_____

_____

_____

Vote Yes:_____ Vote No:_____

No Action Required:_____

N

LOCATION MAP
ATTACHMENT 1

Mar 28, 2011 – 5:34pm
K:\cad_eng\CLIENT_FOLDERS\East Bethel\AnokaCountyMap.dwg

PAY ESTIMATE #1
CITY OF EAST BETHEL
Construction of Municipal Well No. 1 and No. 2

Date: April 6, 2011

Honorable Mayor & City Council
City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011

RE: Construction of Municipal Well No. 1 & No. 2

Contractor: Mark J. Traut Wells, Inc.

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Mark J. Traut Wells, Inc.

Bid Schedule "A" - Construction of Municipal Well No. 1

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	Mobilization, demobilization, site clean-up	LS	$ 17,750.00		$ -
2	Drill 6" pilot hole	LF	$ 15.00		$ -
3	Drill and drive 18" dia. surface casing (contractor may drill an oversized hole & install the casing and grout)	LF	$ 105.00		$ -
4	Drill 17" dia. open hole	LF	$ 50.00		$ -
5	Furnish and install 12" casing	LF	$ 54.00		$ -
6	Grout	CY	$ 375.00		$ -
7	Drill 11.5" dia. open hole	LF	$ 40.00		$ -
8	Furnish and install 8" telescopic screen	LF	$ 135.00		$ -
9	Gravel pack	CY	$ 400.00		$ -
10	Furnish, install and remove well development equipment	LS	$ 4,500.00		$ -
11	Well development	HRS	$ 135.00		$ -
12	Dynamite for blasting	LBS	$ 20.00		$ -
13	Bailing	CY	$ 65.00		$ -
14	Furnish, install and remove test pump	LS	$ 4,200.00		$ -
15	Test pumping DNR 7-day aquifer test (including diesel genset)	HRS	$ 75.00		$ -
16	Furnish and install submersible level transducers for monitoring water level in pumping and monitoring wells	UNIT	$ 250.00		$ -
17	Download water level data from data recorders and provide data in an Excel spreadsheet for pumping and monitoring wells	LS	$ 500.00		$ -
18	Water analysis (see Appendix for parameters)	LS	$ 950.00		$ -
19	Video taping	LS	$ 1,350.00		$ -
20	Gamma log	LS	$ 1,350.00		$ -
21	Furnish and install 60 HP well pump	LS	$ 30,500.00		$ -
22	Furnish and install pitless unit	LS	$ 17,000.00		$ -
23	Site work including compacted Class 5 aggregate, concrete pad with woven wire reinforcement	LS	$ 2,500.00		$ -
24	Construction allowance	LS	$ 5,000.00		$ -

Total Bid Schedule "A" - Construction of Municipal Well No. 1 $ -

PAY ESTIMATE #1
CITY OF EAST BETHEL
Construction of Municipal Well No. 1 and No. 2

Bid Schedule "B" - Construction of Municipal Well No. 2

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	Mobilization, demobilization, site clean-up	LS	$ 17,750.00		$ -
2	Drill 6" pilot hole	LF	$ 15.00		$ -
3	Drill and drive 18" dia. surface casing (contractor may drill an oversized hole & install the casing and grout)	LF	$ 105.00		$ -
4	Drill 17" dia. open hole	LF	$ 50.00		$ -
5	Furnish and install 12" casing	LF	$ 54.00		$ -
6	Grout	CY	$ 375.00		$ -
7	Drill 11.5" dia. open hole	LF	$ 40.00		$ -
8	Furnish and install 8" telescopic screen	LF	$ 135.00		$ -
9	Gravel pack	CY	$ 400.00		$ -
10	Furnish, install and remove well development equipment	LS	$ 4,500.00		$ -
11	Well development	HRS	$ 135.00		$ -
12	Dynamite for blasting	LBS	$ 20.00		$ -
13	Bailing	CY	$ 65.00		$ -
14	Furnish, install and remove test pump	LS	$ 4,200.00		$ -
15	Test pumping DNR 7-day aquifer test (including diesel genset)	HRS	$ 75.00		$ -
16	Furnish and install submersible level transducers for monitoring water level in pumping and monitoring wells	UNIT	$ 250.00		$ -
17	Download water level data from data recorders and provide data in an Excel spreadsheet for pumping and monitoring wells	LS	$ 500.00		$ -
18	Water analysis (see Appendix for parameters)	LS	$ 950.00		$ -
19	Video taping	LS	$ 1,350.00		$ -
20	Gamma log	LS	$ 1,350.00		$ -
21	Furnish and install 60 HP well pump	LS	$ 30,500.00		$ -
22	Furnish and install pitless unit	LS	$ 17,000.00		$ -
23	Site work including compacted Class 5 aggregate, concrete pad with woven wire reinforcement	LS	$ 2,500.00		$ -
24	Construction allowance	LS	$ 5,000.00		$ -
				Total Bid Schedule "B" - Construction of Municipal Well No. 2	**$ -**

Bid Schedule "C" - Change Order No. 1

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	Mobilization & demobilization	LS	$ 850.00	1	$ 850.00
2	Bid item #6 (6" pilot bore)	LF	$ 15.00	350	$ 5,250.00
3	Bid item #20 (Gamma log)	LS	$ 1,350.00	1	$ 1,350.00
4	F&I 4" steel casing	LF	$ 10.75	307	$ 3,300.25
5	Bid item #6 (grout)	CY	$ 375.00	3.5	$ 1,312.50
6	Bid item #18 (complete water test)	LS	$ 950.00		$ -
7	F&I & remove test pump (up to 60 gpm)	LS	$ 650.00	1	$ 650.00
8	Operate test pump and generator	HR	$ 125.00	26	$ 3,250.00
9	Mob and demob (to abandon well @ a later date)	LS	$ 450.00		$ -
10	Bid item #6 (grout for well abandonment)	CY	$ 375.00		$ -
				Total Bid Schedule "C" - Change Order No. 1	**$ 15,962.75**

PAY ESTIMATE #1
CITY OF EAST BETHEL
Construction of Municipal Well No. 1 and No. 2

Bid Schedule "A" - Construction of Municipal Well No. 1	$	-
Bid Schedule "B" - Construction of Municipal Well No. 2	$	-
Bid Schedule "C" - Change Order No. 1	$	**15,962.75**
Total Work Completed to Date	$	**15,962.75**
Less 5% Retainage	$	**798.14**
WE RECOMMEND PAYMENT OF:	$	**15,164.61**

APPROVALS:

CONTRACTOR: MARK J. TRAUT WELLS, INC.

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

Signed:_____

Title:_____ Date_____

ENGINEER: HAKANSON ANDERSON ASSOCIATES, INC.

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

Signed:_____

Title:_____ Date_____

OWNER: CITY OF EAST BETHEL

Signed:_____

Title:_____ Date_____

City of East Bethel
City Council
Agenda Information

* *

Date:
April 6, 2011

* *

Agenda Item Number:
Item 8.0 A.3

* *

Agenda Item:
Change Order 1 – Booster Park East/Cedar Creek Trail Project

* *

Requested Action:
Consider approving Change Order 1 for the Booster East/Cedar Creek Trail project.

* *

Background Information:
At the March 16, 2011 City Council meeting, the scope of the Booster East/Cedar Creek Trail Project was revised to include only the segment from Booster Park East to 224th Avenue, which is shown on Attachment 1.

To document the change in the scope of the project, staff is recommending approval of Change Order 1. Change Order 1 includes construction of the trail from Booster Park East to 224th Avenue. Change Order 1 reduces the contract amount from $343,349.79 to $29,989.55.

Attachment(s):

1. Location Map
2. Change Order 1

* *

Fiscal Impact:
The estimated construction cost for this project is $29,989.55. Construction costs for this project would be financed from the Trail Development Fund. These funds are available and appropriate for this project.

* *

Recommendation(s):
Staff is recommending approval of Change Order 1, which includes the construction of the trail from Booster Park East to 224th Avenue.

* *

City Council Action

Motion by:_____ Second by:_____

_____

_____

_____

Vote Yes:_____ Vote No:_____

No Action Required:_____

PROJECT LOCATION
(BOOSTER EAST TO 224TH AVE)

N

LOCATION MAP
ATTACHMENT 1

Mar 28, 2011 – 5:06pm
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EB338

SECTION 00991 – CHANGE ORDER

No. 1

Date of March 28, 2011 Effective April 6, 2011

Project:	Owner:	Owner's Contract No.:
Booster East/Cedar Creek Trail Project	City of East Bethel	2010-01
Contractor:		Engineer's Project No.:
Rum River Contracting		EB338

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Only Construct the trail from Booster Park East to 224th Avenue N.E. The remaining trail will not be constructed as part of this contract. Delete the current Bid Form and replace with the attached revised Bid Form.

Attachments (list documents supporting change):

Attachment 1 – Revised Project Estimated Quantities

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 343,349.79	Original ☐ Working days ☒ Calendar days Substantial completion (days or date): July 1, 2011 Ready for final payment (days or date): July 8, 2011
Net changes from previous Change Orders No. 0 to No. 0: $ ------	Net Changes from previous approved Change Orders No. 0 to No. 0: Substantial completion (days): 0 Ready for final payment (days): 0
Contract Price prior to this Change Order: $ 343,349.79	Contract Times prior to this Change Order: Substantial completion (days or date): July 1, 2011 Ready for final payment (days or date): July 8, 2011
Net (Increase/Decrease/No Change) of this Change Order: - $ 313,360.24	Net (Increase/Decrease/No Change) of this Change Order: Substantial completion (days or date): 0 Ready for final payment (days or date): 0
Contract Price incorporating this Change Order: $ 29,989.55	Contract Times with all approved Change Orders: Substantial completion (days or date): July 1, 2011 Ready for final payment (days or date): July 8, 2011

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

ATTACHMENT 2

BID FORM
ATTACHMENT 1
REVISED ESTIMATED QUANTITIES
CITY OF EAST BETHEL
Booster East/Cedar Creek Trail Project

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

ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION
1	2101.501	CLEARING	0.10	ACRE	$6,000.00	$600.00
2	2101.506	GRUBBING	0.10	ACRE	$7,000.00	$700.00
3	2104.501	REMOVE PIPE CULVERTS	22	LIN FT	$5.00	$110.00
4	2104.501	REMOVE BITUMINOUS CURB	12	LIN FT	$2.00	$24.00
5	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	12	LIN FT	$3.00	$36.00
6	2105.501	COMMON EXCAVATION (P)	675	CU YD	$7.20	$4,860.00
7	2105.526	SELECT TOPSOIL BORROW (LV)	260	CU YD	$13.00	$3,380.00
8	2211.501	AGGREGATE BASE CLASS 5	188	TON	$16.58	$3,117.04
9	2350.501	TYPE MV 3 WEARING COURSE MIXTURE (B)	89	TON	$64.50	$5,740.50
10	2501.511	15" CS PIPE CULVERT	20	LIN FT	$23.00	$460.00
11	2501.515	15" GS PIPE APRON	2	EACH	$85.00	$170.00
12	2521.501	4" CONCRETE WALK	120	SQ FT	$5.25	$630.00
13	2531.618	TRUNCATED DOMES	8	SQ FT	$40.00	$320.00
14	2573.502	SILT FENCE, TYPE MACHINE SLICED	370	LIN FT	$1.10	$407.00
15	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	1	EACH	$0.01	$0.01
16	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	850	SQ YD	$1.10	$935.00
17	2575.605	TURF ESTABLISHMENT	0.5	ACRE	$1,000.00	$500.00

Total Schedule "A" - Booster Park East to 224th Avenue Trail (City Project #2010-01) $21,989.55

Schedule "B" - Mobilization and Traffic Control

ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION
1	2021.501	MOBILIZATION	1.0	LUMP SUM	$5,000.00	$5,000.00
2	2563.601	TRAFFIC CONTROL	1.0	LUMP SUM	$3,000.00	$3,000.00

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

Total Bid - Booster Park East to 224th Avenue Trail (City Project #2010-01) $29,989.55

City of East Bethel
Agenda Information

* *

Date:
April 6, 2011

* *

Agenda Item Number:
Item 8.0 A.4

* *

Agenda Item:
East Front Boulevard Storm Water Management Project

* *

Requested Action:
Review of Coon Lake Improvement Association Proposal

* *

Background Information:
This project was discussed at the January 19, 2011 City Council meeting. A project design proposal was presented for infrastructure improvements that would improve the water quality of storm water runoff to Coon Lake. This project design was developed by the Anoka Conservation District (ACD). The location of the project is shown on Attachment #1.

The project consists of installing a sediment trap inlet adjacent to the road shoulder and two weirs, which would be installed in front of two existing culverts in a ditch along the 46XX block on East Front Boulevard. A plan view of the proposed project improvements is shown on Attachment # 2. The total estimated construction cost of this project is $4,800.

If implemented these improvements would be located in the City right-of-way. To ensure proper operation of this facility annual maintenance would be required including cleaning of the sediment trap inlet structure and weirs and annual maintenance of approximately to 200 feet of ditch section. The cost for this maintenance is estimated to be in the range of $400-$600 per year.

Funding for this project, as initially proposed, was from the City. Staff has further discussed this project with the Coon Lake Improvement Association (CLIA). CLIA discussed this project at their March 17, 2011 Board meeting. The CLIA Board made a motion to fund up $4,800 on the construction of this project with the stipulation that: 1) the City of East Bethel agrees to manage the design and construction of this project; 2) the City of East Bethel agrees to provide ongoing maintenance; and 3) provide adequate enforcement of the City ordinances governing the storm water runoff for the City's right of way at this project.

Attachment(s)

1. East Front Project Location Map
2. East Front Project Plan View

*
Fiscal Impact:
As noted above.
*
Recommendation(s):
Staff is seeking direction from Council regarding the CLIA proposal as presented above.
*
City Council Action

Motion by: ________________ Second by: ________________

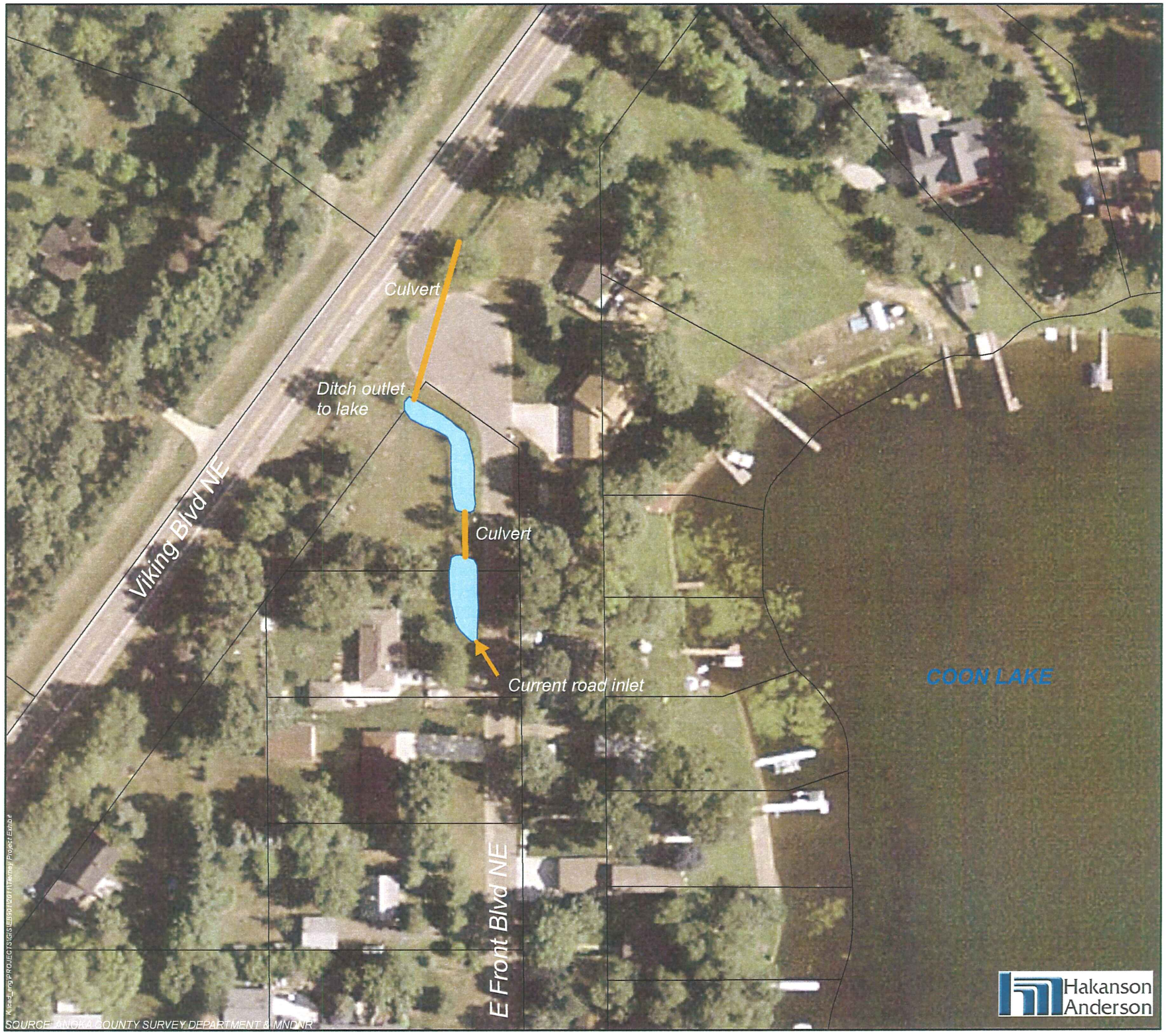
____

____

____

Vote Yes: _____ Vote No: _____

No Action Required:_____



East Bethel
City of

Legend

- Culvert
- Pond
- Parcels

N
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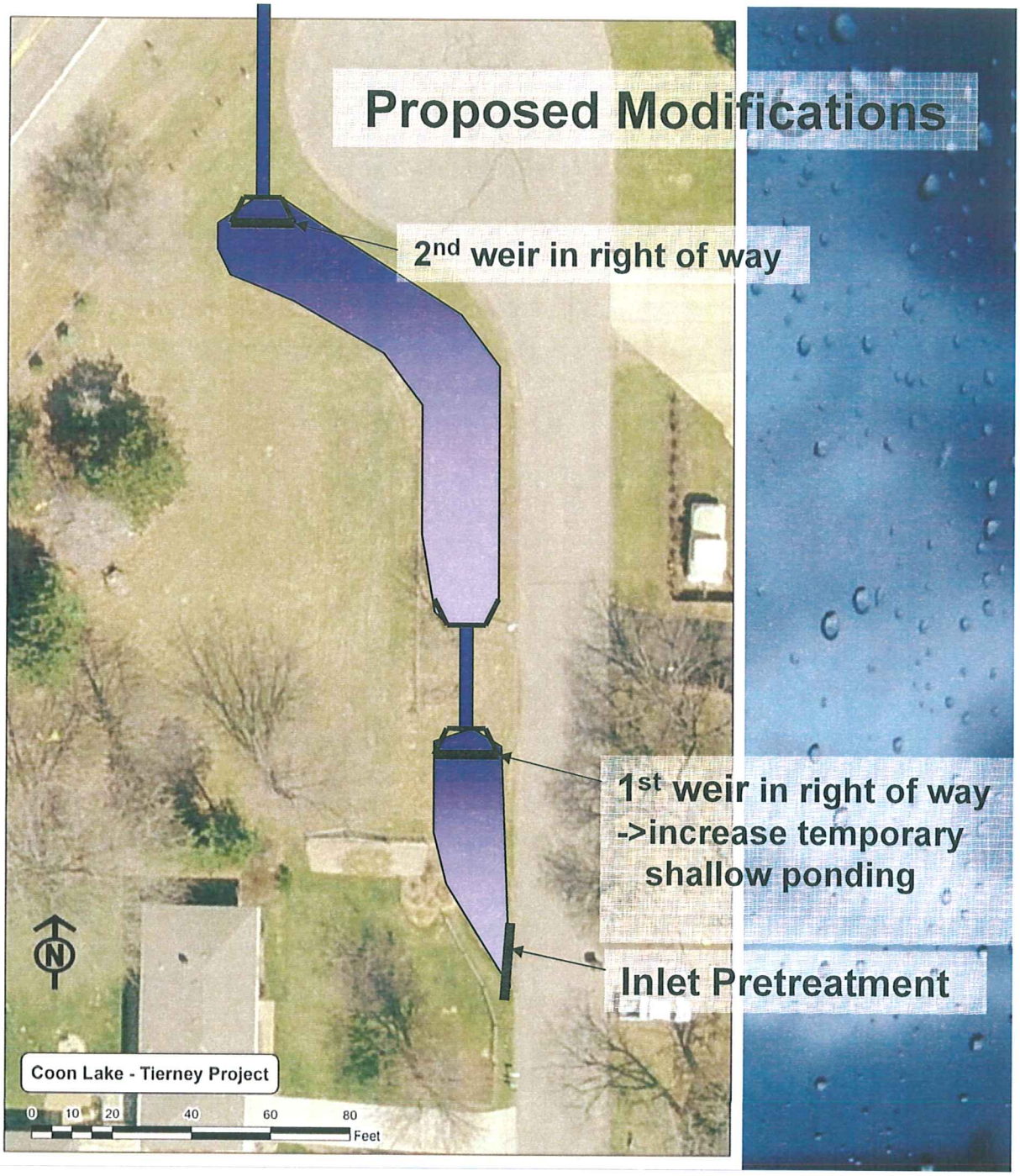
PROJECT LOCATION

ATTACHMENT 1



Attachment #2

City of East Bethel
City Council
Agenda Information

* *

Date:
April 6, 2011
* *

Agenda Item Number:
Item 8.0 A.5
* *

Agenda Item:
Wetland Credit Transfer
* *

Requested Action:
Consider Approval of a Wetland Credit Transfer
* *

Background Information:
At the March 16, 2011 City Council meeting the Bataan Street trail segment was eliminated from the Booster East/Cedar Creek Trail Project. Wetland fill was required to construct the trail along Bataan Street. A total of 0.18 acres of wetland fill was mitigated by purchasing wetland credits from a wetland bank. If the trail is not built in the next 3 years these credits could be lost. Staff recommends that these credits be transferred to the Municipal Utilities Projects. The Municipal Utilities Projects require a total of 2.1 acres of wetland credit purchase. With the proposed transfer, the required additional amount of wetland credit that would need to be purchased is 1.92 acres.

With the transfer, the City would repay the Municipal State Aid Account $10,703.25 from the bond proceeds for the Municipal Utilities Project. If the trail project is constructed in the future the wetland credits would again be purchased with proceeds from the Municipal State Aid Account. Including the amount transferred from the trail project, an additional $93,525.06 would be needed to complete the wetland purchase for the Municipal Utilities Project.
* *

Fiscal Impact:
A total of $104,228.31 would be used from the bond proceeds from the Municipal Utilities Project.
* *

Recommendation(s):
Staff is requesting that Council approve the transfer of 0.18 acres of wetland credit from the Booster East/Cedar Creek Trail Project to the Municipal Utilities Projects.
* *

City Council Action

Motion by:_____ Second by:_____

_____

_____

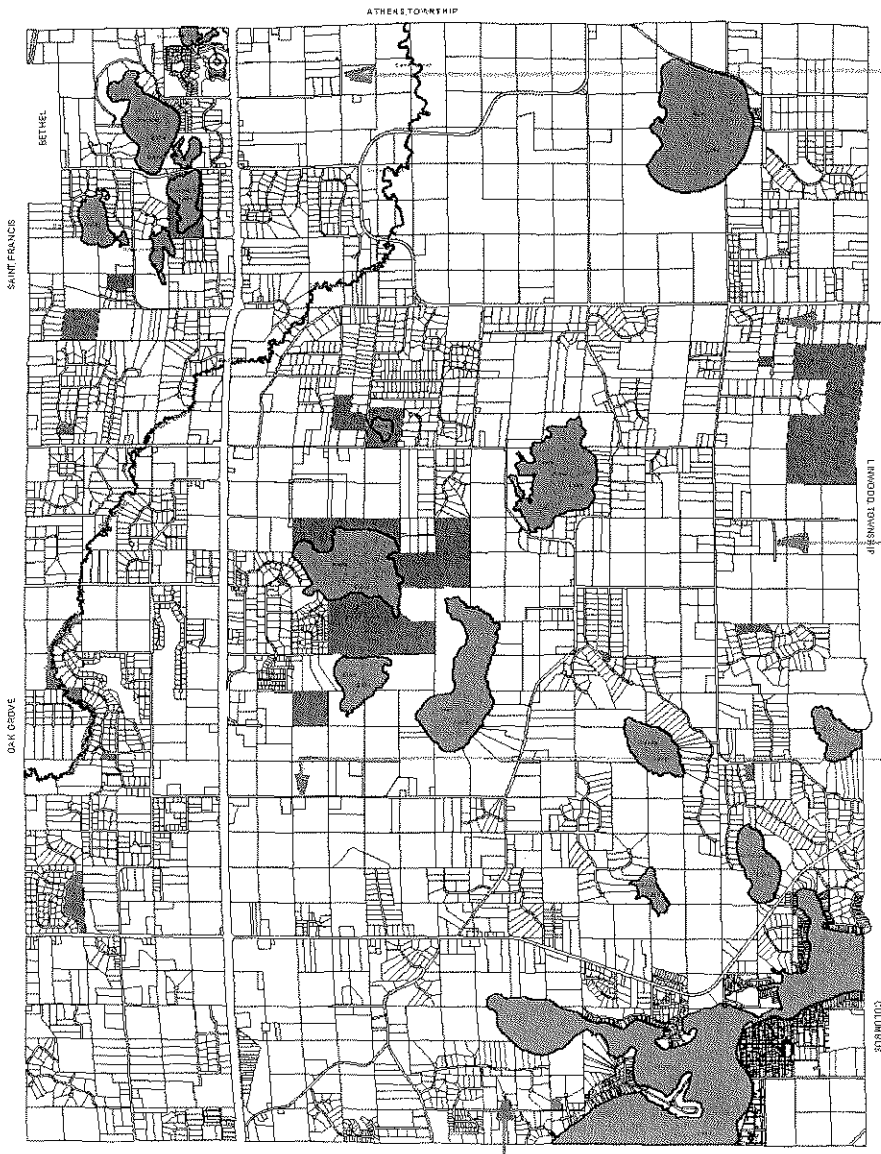
Vote Yes:_____ Vote No:_____

No Action Required:_____

CITY OF EAST BETHEL
CivicSight Map

MAP LEGEND:
- WATER
- PARKS
- PARCELS2

2011 CLASS V PROJECTS



LONDON ST.

JENELL ST.

KISSEL ST.

KLONDIKE DR.

EDISON ST.

Reference Map

Map Scale: 1 inch = 7213 feet
Map Date: 3/31/2011
Data Date: August 12, 2010

Sources: EAST BETHEL GIS AND ANOKA COUNTY

Disclaimer:
Enter Map Disclaimer Here

Copyright © 2006 - River's Edge GIS, LLC.

City of East Bethel
City Council
Agenda Information

* *

Date:
April 6, 2011

* *

Agenda Item Number:
Item 8.0 D.1

* *

Agenda Item:
2011 Unpaved Roads Resurfacing Projects

* *

Requested Action:
Consider recommending unpaved roads resurfacing projects to City Council

* *

As part of the City's street maintenance program approximately 2.5 miles of unpaved City Streets are resurfaced with Class V/lime rock material each year.

* *

The following streets were resurfaced as Class V/Lime Rock projects in 2010:

1.) Zumbrota Street…….. ……..2,900'
2.) Skylark Ave……. .3,000'
3.) Allen Street……... ...1,500'

The remaining unpaved streets that are in the 2006-2011 cycle for resurfacing treatment are:

1.) Jewell Street……..3,000'
2.) Palisade Street……...2,700'
3.) Klondike Dr.…… 5,300'
4.) Kissel Street……..1,100'
5.) Edison Street……. 800'

.

It is recommended that Jewell, Kissel and Edison Street be resurfaced with Class V material and that Palisade Street be resurfaced with the reclaimed materials from the road shoulders. Estimated costs for the Class V work is $21,800 and no material costs will be required for the work on Palisade Street. There is $35,000 in the 2011 budget for these projects. If the bids for this work should be less than the estimates it is recommended that London Street be considered as the next priority.

Klondike Drive is another candidate for resurfacing but due to the traffic volume on this street resurfacing other than paving may be only a temporary solution to the problem on this road. Class V would not be a suitable product for resurfacing on this road and lime rock application would cost approximately $50,000. Selection of this road for a nonpaving resurfacing would have to be done over a two year period and postpone any other work on other unpaved road improvements until 2012. However, repairs to problem sections on Klondike are necessary and

recommended. This repair work would consists of the application of approximately 600 tons of asphalt millings to soft sections and those portions of this street that are susceptible to extreme rutting problems. The material cost for this work is estimated to be $13,200.
The costs for these projects are for material and delivery. The City conducts the grading, compaction and finishing of this material.

With the completion of these projects all unpaved roads in the City will have been resurfaced during the past 6 years. Projects for 2012 will return to 2006 road projects and the process will renew for 2012-2017
* *

Attachments

1. Project Location Map

* *

Fiscal Impact:

$35,000 was budgeted for Class V Projects for 2011
* *

Recommendation(s):

Consider 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.
* *

Road Commission 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:
April 6, 2011

* *

Agenda Item Number:
Item 8.0 E.1

* *

Agenda Item:
Annual Comprehensive Plan Review

* *

Requested Action:
Set Meeting Date for the Annual Comprehensive Plan Review

* *

Background Information:
According to the 2008 East Bethel Comprehensive Plan, it will be reviewed on an annual basis to insure the plan remains as an effective development guide for East Bethel. As necessary, corrections may be made to deal with unforeseen circumstances.

To date, there has not been a review of the 2008 Comprehensive Plan. Staff suggests City Council set a work session in May to review the plan. Areas City Council may consider reviewing are the land use and transportation components.

The land use section of the comprehensive plan explains how the community has allocated and will allocate land use, how it will accommodate population growth, and how it protects special resources. Land use planning begins with forecasts of growth in population, household number, and employment. The development and redevelopment anticipated in the land use plan drives the need for local and regional infrastructure, including sanitary sewer, water, roads, and parks.

Forecasted numbers in the comprehensive plan were derived prior to the slow down in the economy. In 2007, forecasted population for year 2010 was 12,600. 2010 census data has a population of 11,626. It is important to note that the 2010 census data does not take into consideration the number of vacant housing or households in which mail is received at a post office box (census surveys are not distributed to households with a post office box). With the new census data available and the construction of municipal services, City Council may want to discuss current land uses; specifically along Viking Blvd/County Road 22 and lands located in the municipal service Phase 1 area, to determine if the allocated land uses are the best use of the lands.

The transportation section identifies the general location and extent of the city's transportation needs for the future. This is an integral part of the planning and development process – particularly as it relates to existing and future frontage roads and collector streets. With this in mind, City Council may want to review the transportation maps to ensure proposed improvement projects address the need to provide services for a growing population that demands more transportation options**.**

*** ***

Fiscal Impact:
Undetermined

*** ***

Recommendation:
Staff recommends City Council set a work session to review the 2008 Comprehensive Plan. Proposed meeting date is Monday, May 9, 2011 starting at 6:30 pm.

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City Council Action

Motion by:________________ Second by:________________

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Vote Yes:_____ Vote No:_____

No Action Required:_____

City of East Bethel
City Council
Agenda Information

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Date:
April 6, 2011

* *

Agenda Item Number:
Item 8.0 E.2

* *

Agenda Item:
Rental License Ordinance

* *

Requested Action:
Staff Seeks Direction to Begin the Process for the Adoption of a Rental License Ordinance.

* *

Background Information:
With the decline in housing prices and the increase in home foreclosures staff has realized an increase in complaints from neighbors of rental properties, occupants renting and or leasing single-family dwellings. Staff has also dealt with single family dwellings which have been converted into multi family dwellings that have not had zoning approval and have not been issued building permits required to reconfigure the structures to legally and safely accommodate two separate families.

The purpose is to assure that rental housing in the city is decent, safe, sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community.

The operation of rental residential properties is a business enterprise that necessitates certain responsibilities. Operators are responsible to take reasonable steps as are necessary to assure that the citizens of the city who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are safe, secure, and sanitary; free from noise, nuisances, or annoyances; and free from unreasonable fears about safety of persons and security of property; and are suitable for raising children.

Staff recommends adopting a rental license ordinance utilizing city ordinance Chapter 14, Article VI *Property Maintenance* as minimum standards, which would apply to all rental dwellings and premises within the city. The minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire, and other hazards. The safe and sanitary maintenance of the properties is the responsibility of the owners, operators and occupants.

The intent of the ordinance would not be to intrude upon the fair and accepted contractual relationship between the tenant and landlord or their rights to personal privacy. Nor should the city intervene as an advocate of either party, nor to act as an arbiter, nor to be receptive to the

complaints from the tenant or landlord that are not specifically and clearly relevant to the provisions of the rental ordinance.
*** ***

Fiscal Impact:
Undetermined at this time
*** ***

Recommendation:
Staff is requesting approval from City Council to begin the process of drafting a rental licenses ordinance to present for adoption.
* *

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

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Date:
April 6, 2011

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Agenda Item Number:
Item 8.0.E.3

* *

Agenda Item:
Review Chapter 26, City Code, Nuisances for Addition of Process to Abate Tall Grass and Noxious Weeds

* *

Requested Action:
Staff seeks direction from City Council to begin the process of amending City Ordinance, Chapter 26 Environment to adopt procedures for tall grass and noxious weed abatement.

* *

Background Information:
In response to numerous foreclosures, leaving properties unattended staff receives an abnormally high number of complaints from residents and business owner's regarding unkempt lawns. Staff recommends amending the nuisance ordinance and implement procedures to abate noxious weeds/tall grasses.

City ordinances Chapter 14, Buildings and Building Regulations, Article VI. Property Maintenance Code, section 302.4 defines grasses that are taller than eight inches as weeds. Staff would like to incorporate this into the nuisance ordinance Chapter 26.

Staff suggests that city council consider the following:

1. Notice will be sent to property owner(s) giving them time to abate the nuisance.

2. If property owner(s) fails to make corrections, staff shall order abatement.

3. Once invoiced, the property owner(s) will have the opportunity to make payment to the city.

4. If the property owner(s) will not reconcile, city may recover cost through special assessments.

5. Staff recommends soliciting proposals for mowing services, and building/code enforcement department will manage program.

Implementation of the provisions of this ordinance for administration, enforcement and penalties will have a positive effect on promoting stabilization and maintenance of neighborhoods.

* *

Fiscal Impact:
Undetermined at this time

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Recommendation(s):
Staff recommends approval

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City Council Action

Motion by:________________ Second by:________________

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Vote Yes:_____ Vote No:_____

No Action Required:_____

City of East Bethel
City Council
Agenda Information

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Date:
April 6, 2011

* *

Agenda Item Number:
Item 8.0 G.1

* *

Agenda Item:
Public Forum

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Requested Action:
Consider modifications to the City's Public Forum Presentation Policy

* *

Background Information:
Staff was requested to develop recommendations to improve the Public Forum/Comment portions of our agenda. The Cities of St. Francis, Ham Lake, Forest Lake, Cambridge, Blaine, Andover, Coon Rapids, Anoka and Lino Lakes were contacted to compare practices and responses were obtained from Ham Lake, Forest Lake, Cambridge and Blaine. The item most common to all the responses was a time limit of 3-5 minutes per speaker and a specific amount of time devoted to the comment session. The other common response was that comments from the Council or Mayor should be yes or no answers or reference that City staff would respond to questions in an appropriate time following the meeting.

One city that wasn't included in our initial survey holds their public forum prior to the start of the Council meeting and they do not tape or televise the event.

Based on the comments we received, a sample set of guidelines for the Public Forum could be as follows:

1) Require any person that wishes to speak to sign up on a designated sign in sheet so that an orderly process can be scheduled for the speakers. The mayor would then call the speakers to address Council ;
2) Have the mayor read a statement that outlines the ground rules for the session. This could be information from the sign in sheet, the sample statement that is attached or another statement that addresses the rules and conditions that speakers must follow;
3) Limit the Public Forum to a 15-20 minute session or a time of appropriate length and give the speaker a time limit that should be closely regulated;
4) Limit direct response to comments from the speakers if possible;
5) Limit the public forum to one meeting per month; and
6) Instruct those that have presentations that are longer than 3 minutes to contact staff and be placed on the regular Council agenda.

These are few suggestions on possible ways to improve the Public Forum portion of our agenda and still provide an opportunity for a citizen comment session at Council meetings.

Attachment(s):
1. Sample sign in sheet, Statement of conditions for Public Forum, E-mail responses from contact Cities

* *

Fiscal Impact:
None at this time

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Recommendation(s):
Staff is seeking direction for the development of Public Forum policy.

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City Council Action

Motion by:________________ Second by:________________

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Vote Yes:_____ Vote No:_____

No Action Required:_____

THE FIRST ITEM ON THE AGENDA IS PUBLIC COMMENT.

We reserve up to the first half hour of each meeting to enable members of the public to address the Council with questions or comments. If we have the answers to your questions, we will try to answer them. If not, we will refer them to our staff to get back to you promptly.

We do not know in advance how many people want to speak, so to be fair to everyone, your comments should be limited to no more that five minutes. If you run longer than that, any member of this council can move to suspend your comments. You should also know that for longer presentations, you can contact City Staff in advance of a meeting and ask to be placed on the regular council agenda.

As far as the content of your comments, we certainly respect your right to free speech, and we will make no effort to limit what you say. However, we are also members of the public and if your comments are personal attacks or political statements, any member of this council may choose to interrupt you. Remember, this is public comment, not public debate, so please treat others the way that you expect to be treated.

FROM: HAM LAKE

Jack Davis

From: Lynda Woulfe [LWoulfe@ci.cambridge.mn.us]
Sent: Thursday, March 24, 2011 10:53 AM
To: Jack Davis
Subject: RE: Public Forum/City Council
Attachments: CITIZEN'S FORUM SIGNUP.doc

Greetings Mr. Davis. The only way we have been successful at this is by stating that if a group of people are there to address the same subject, then they must appoint a single spokesperson for the group to speak (see #4 on the sign-up list). This has taken out a degree of the mob mentality.

Lynda Woulfe
City Administrator, City of Cambridge
300 3rd Ave. NE
Cambridge, MN 55008
lwoulfe@ci.cambridge.mn.us
763-689-3211
763-689-6801 - Fax

From: Jack Davis [mailto:jack.davis@ci.east-bethel.mn.us]
Sent: Wednesday, March 23, 2011 4:40 PM
To: mhylen@stfrancismn.org; dnivala@ci.ham-lake.mn.us; Dan Coughlin; Lynda Woulfe; carneson@ci.blaine.mn.us; cityadmin@ci.andover.mn.us; Jeff Karlson; csorenson@coonrapidsmn.gov; tcruikshank@ci.anoka.mn.us
Subject: Public Forum/City Council

The City of East Bethel is seeking ways to improve the Public Forum that is part of our City Council Agenda. We have this item scheduled following the adoption of our agenda. Currently we attempt to limit speakers time to three minutes but have difficulty consistently enforcing this rule. We don't have a time limit for the Public Forum and this item can consume an inordinate amount of our meeting time We've had recent episodes of highly inflammatory speech and have concerns about crowd control whenever contentious issues arise.

How does your City deal with a "Public Forum" as part of a Council agenda. Any information you can share will be most appreciated. Thank you.

Jack Davis
Interim City Administrator
City of East Bethel

CAMBRIDGE
Minnesota's Opportunity Community℠

CITIZENS' FORUM SIGN UP SHEET

March 21, 2011

The Cambridge City Council welcomes residents and property owners to the Citizens' Forum. The Citizens' Forum is available at the City Council meeting on the third Monday of each month. The purpose of the forum is to provide residents an opportunity to respectfully inform the Council of issues they are concerned about.

The following guidelines apply to the Citizens' Forum:

1. A citizen may address the Council on any matter during the Citizen's 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 is limited to three (3) minutes.
6. If a group of persons wish to address the Council regarding the same issue, the group should elect a spokesperson to present the group's issue to the Council.
7. The Council will listen to the issue but will not engage in dialogue or a Q&A session. If a majority of the Council would like to address the issue in more detail, it can be added to the agenda or can be addressed during the regular agenda of a future meeting.

NAME	ADDRESS	PHONE NUMBER	TOPIC

NAME	ADDRESS	PHONE NUMBER	TOPIC

Jack Davis

From: Arneson, Clark [CArneson@ci.blaine.mn.us]
Sent: Thursday, March 24, 2011 3:21 PM
To: Jack Davis
Subject: RE: Public Forum/City Council

We set aside 15 minutes total and allow each individual 3 minutes and are strict about making sure it is for non agenda items. We do not provide a direct response and simply indicate staff will get back to them. This eliminates some debate. Some cities do public comment before the Council meeting and don't have the cameras on- this can lead to the not being transparent. Good luck on you new adventure. If I can be of assistance please let me know. CA

Clark Arneson, City Manager
City of Blaine
10801 Town Square Drive
Blaine, MN 55449
(763) 785-6121 phone
(763) 785- 6156 fax
carneson@ci.blaine.mn.us

From: Jack Davis [mailto:jack.davis@ci.east-bethel.mn.us]
Sent: Wednesday, March 23, 2011 4:40 PM
To: mhylen@stfrancismn.org; dnivala@ci.ham-lake.mn.us; Dan Coughlin; lwoulfe@ci.cambridge.mn.us; Arneson, Clark; cityadmin@ci.andover.mn.us; Jeff Karlson; csorenson@coonrapidsmn.gov; tcruikshank@ci.anoka.mn.us
Subject: Public Forum/City Council

The City of East Bethel is seeking ways to improve the Public Forum that is part of our City Council Agenda. We have this item scheduled following the adoption of our agenda. Currently we attempt to limit speakers time to three minutes but have difficulty consistently enforcing this rule. We don't have a time limit for the Public Forum and this item can consume an inordinate amount of our meeting time We've had recent episodes of highly inflammatory speech and have concerns about crowd control whenever contentious issues arise.

How does your City deal with a "Public Forum" as part of a Council agenda. Any information you can share will be most appreciated. Thank you.

Jack Davis
Interim City Administrator
City of East Bethel

Jack Davis

From: Dan Coughlin
Sent: Wednesday, March 23, 2011 7:16 PM
To: Jack Davis
Subject: RE: Public Forum/City Council

Jack,

Back when I was mayor in Mounds View, we also had a similar open microphone / public forum agenda item. I moved that item to the end of the agenda after a while simply out of respect for presenters & staff who were basing their evening schedules on their place on the agenda. I supposedly was the first mayor to enforce the 3 minute rule. In actuality I gave them 4 minutes (but never told them – or else people would try to take 5 minutes) but warned them at about the 3:30 point. Folks cried and whined about us supposedly infringing on their 1st amendment rights – but I told them they had every right to go out on the sidewalk and speak all night long, but the people expected their business to be done in a timely manner by officials not struggling with fatigue because the meeting is running way into the night due to runaway rants by people talking about stuff not on the agenda that evening.

The mayor in New Brighton at the time gave me some advice that also worked – and it is how we do things here in Forest Lake. People must sign in at the beginning of the meeting if they wish to speak. That helps give the Council & Mayor a sense of how many people are wanting to speak that evening and can plan accordingly. Furthermore, that mayor suggested that unless answers to posed questions were simple yes or no affairs, staff simply took note of the questions and treated them like verbal data requests and would get back to those individuals in the coming days. That reduced the number of on the fly answers that tend to blow up on you if you aren't careful. It helped strike a balance between good governance and public input.

The bottom line is that the key person in the mix is the mayor. If you have one with the gumption to take a few snide comments and not curl into the fetal position, he or she is the one that is best able to control the open forum process. If they and the council make a political thing about "letting people have their say" regardless of the length of their comments or the lack of association with anything else on the agenda, then there is no technique that will help you. The Council has to truly desire to get their business done in a timely manner and to delegate the answering of questions & concerns first to the staff and seeks public forum comments only for brief statements of opinion or information. Otherwise it won't work.

I've worn the elected hat and the appointed / hired staff hat with this situation so I believe I can speak with some authority on this. Sit down with your mayor and take their temperature on this – and then work with whatever they give you accordingly.

I'd be happy to grab lunch sometime and talk shop about silly stuff like this and anything else that might be on your radar at the moment. I don't claim to be all that wise or educated in the grand realm of public administration but I have gone to the school of hard knocks a time or two and am willing to share what little I've learned along the way.

Have a great evening.

Dan Coughlin
Forest Lake City Administrator

From: Jack Davis
Sent: Wednesday, March 23, 2011 4:40 PM

City of East Bethel
City Council
Agenda Information

* *

Date:
April 6, 2011

* *

Agenda Item Number:
Item 8.0 G.2

* *

Agenda Item:
RFP's for City Attorney and Prosecuting Attorney

* *

Requested Action:
Appoint Council Committee to select and interview firms for legal services

* *

Background Information:

RFPs for City Attorney and Prosecuting Attorney were due on Friday, March 18th at 3:00 p.m.

Twenty RFPs were mailed or e-mailed to firms from a list developed by the City. Eight firms responded to the notice from either the legal advertisement in the Anoka Union or from the notice on the City and League of Minnesota City's website..

We received 10 proposals. The breakdown of the proposals is as follows:

Civil Only
Rice, Michels & Walther, LLP
Gregerson, Rosow, Johnson & Nilan, LTD.
Ratwick, Roszak & Maloney, P.A.

Prosecution and Civil
Eckberg, Lammers, Briggs, Wolff & Vierling, PLLP
Knaak & Associates, P.A.
Smith & Glaser, LLC

Prosecution Only
Carson, Clelland & Schreder, Attorneys at Law
Dorn Law Firm, LTD.
Hawkins & Baumgartner, P.A.
Sweeney, Murphy & Sweeney

It is proposed that City Council establish a committee consisting of two Council Members and the interim City Administrator to review the proposals received and then after the review the committee will schedule interviews as they deem appropriate. The committee would make a recommendation to Council from these interviews.

The proposed schedule for RFP review and interview selection is as follows:

March 18, 2011 (3:00 p.m.) Deadline for receipts of RFP
March 25- April 15, 2011 Review proposals and make arrangements for interviews.
April 18-May 20, 2011 Interviews
May 25, 2011 Recommendation to City Council for appointment effective June 1, 2011

Attachment(s):
RFP's were sent to Council as a separate item from the agenda packet.
* *

Fiscal Impact:
To be determined
* *

Recommendation(s):
Staff recommends Council designate two Council members to review the proposals, select firms for interviews and schedule interview dates and times for those firms chosen from the evaluations.
* *

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

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Date:
April 6, 2011

* *

Agenda Item Number:
Item 8.0 G.3

* *

Agenda Item:
Anoka County Broadband Connectivity Project

* *

Requested Action:
Consider approving the Connectivity Agreement with Anoka County for the provision of broadband service.

* *

Background Information:
Connect Anoka County is the county-led effort to increase the amount of fiber optic cable in the county. The Connect Anoka County project has resulted in a partnership between Zayo Bandwidth, LLC and Anoka County. Through the partnership, Zayo Bandwidth applied for and received a National Telecommunications Information Administration (NTIA) grant paying 70 percent of the fiber construction cost and initial equipment.

The Connect Anoka County project will link 145anchor institutions with three core rings, creating a 286-mile fiber optic backbone. The backbone will connect police, fire, public works, libraries, K-12 schools, colleges, city and town halls, and county buildings. This network will provide a direct advantage to local businesses, passing directly through the county's key business districts and economic development zones.

The fiber optic cable that is installed as part of the grant will be owned by Zayo Bandwith. Zayo will provide the capacity services for the governmental network and separately offer connectivity services to the private sector. The total grant-funded project budget is $19.1 million. Seventy percent of the costs ($13.4 million) will be paid by the NTIA grant. The balance of the project ($5.7 million) will be paid equally by Zayo Bandwidth and Anoka County ($2.8 million each). The county intends to recoup a portion of the $2.8 million match by charging the anchor institutions a proportional share based on a per connection charge.

The project is only providing connectivity, meaning that any governmental institution will still need to have an Internet Service Provider (ISP). The county purchases its ISP service from the State of Minnesota, Office of Enterprise Technology (OET) and is in discussions with OET to expand ISP services to include cities that are a part of the project. If this option becomes available, Cities will be notified.

The agreements between Anoka County and Zayo Bandwidth limit the number of sites to 145. Any additional sites on the network will require a service request to Zayo Bandwidth. As additional governmental sites require fiber, each entity will need to conduct an analysis as to the most cost-effective way to serve the location. In some cases it may be possible to connect through one of the original 145 sites. In other cases it may be cost effective to have Zayo Bandwidth or another private company serve the facility. The project is currently underway. The environmental assessment is scheduled to be completed by spring 2011. Some connectivity service may be provided in 2011, but project completion will not be until 2012.

Thus far, entities have only been asked for good-faith non binding commitments. However, Anoka County will need to have written agreements in place with any entity that wishes to participate by April 1, 2011. This date has been extended due to modifications to the service agreement. Specifically, each jurisdiction will need to confirm the sites and the connection speed. Due to modifications in the Connectivity Agreement entities have been given an extension of the submission of the written agreement.

Anoka County will charge each entity that connects a monthly fee. Any fee charged will be included in the agreement. The proposed agreement establishes a fee of $75/month for 100 mbps service, and $400/month for 1gbps service. Cities that do not need service immediately can elect through the agreement to have equipment placed at their facility as part of the project and then establish service during the term of the agreement. The monthly fee will not be charged until service is established. To establish service at that time or make some other change for sites that have equipment, the entity and Anoka County will need to modify Attachment A of the agreement. The City of East Bethel will only require the 100mbps service.

The agreement contemplates that there may be specific requirements that vary from location to location. Zayo must abide by your written security requirements. For example, if you want equipment installed in a location that you do not want to give unaccompanied access to, simply state that requirement in writing. Also, you do not need to give keys, access codes, or access cards to Zayo, so presuming that you keep your facilities locked, they would not be able to enter them without someone to let them in. The access that Zayo needs to maintain your equipment is similar to other providers such as Qwest, Comcast, US Cable, etc.

The initial equipment is paid for by the grant, at no cost to the Entity. Contrast this with more typical agreements, where the Entity pays a much larger monthly fee to a provider for both the service and the equipment. If, after 2017, equipment is replaced completely the situation may change. Options for total replacement at that time, if necessary, may include replacement with Zayo Equipment, Entity Equipment or County Equipment.

Anoka County will not be a cable provider. Providing cable TV services is not consistent with Anoka County's mission statement. The County's fibers may only be used for governmental and quasi-governmental purposes. Zayo is not a cable provider, nor does it offer triple- play services (telephone/voice, data/internet, and cable/video). While no one can predict the future, a more likely scenario is that private carriers will contract with Zayo to use Zayo's fibers to provide services to private customers throughout the county.

The countywide fiber network will be owned and operated by Zayo Bandwidth, a private company, allowing service to local businesses and homes. A high speed broadband data infrastructure is essential to the economic survival of towns and cities. By leveraging federal

grant funds, Anoka County was able to stimulate this service as an economic development tool as a means to improve our competitive advantage in both our local and global economy. The Connect Anoka County project will create competition for broadband services and assist in attracting technology based employers, support home businesses and improve the competitive environment for existing firms and business.

The project will give Anoka County high-speed broadband capacity services at 145 anchor institutions for 20 years, and the right to use dark fiber – unused optical fibers that can be used for future services and expanded bandwidth — for120 years. The local government's financial share of the project will be offset through savings realized by eliminating approximately $400,000 of T1 lines and other connectivity costs annually. Ultimately, the fiber will provide faster and more reliable service. With this infrastructure in place, there will be many more opportunities for collaborative efforts and shared services via fiber connections and expanded wireless governmental networks for public works, public safety, and other mobile staff. It also expands opportunities for distance learning for educational institutions. The Connect Anoka County project includes a connection to the Anoka-Ramsey Community College Cambridge Campus in Isanti County as well as a connection to Ramsey County at the Mounds View Public Library. The project also will enhance emergency services by creating redundant 800MHz radio tower connections and improved electronic dispatch capabilities as well as back-up data service to key locations.

Attachment(s):

1. Proposed County Fiber Route Map
2. Proposed East Bethel Fiber Location Map
3. Connectivity FAQ Information
4. Connectivity Services Agreement

*** ***

Fiscal Impact:

The service sites that were identified for the City of East Bethel are the Ice Arena, Fire Station #1 at Viking Blvd. and East Bethel Blvd. and City Hall. The cost for this service would be $225.00/month . These costs would not be incurred until approximately July 2012 and would be covered in the 2012 budget if this project is approved.

*** ***

Recommendation(s):

Staff recommends approval of the Anoka County Connectivity Services Agreement

* *

City Council Action

Motion by:________________ Second by:________________

____

____

____

Vote Yes:_____ Vote No:_____

No Action Required:_____

Anoka County Proposed Fiber Network

- Core Ring 1 Sites
- Core Ring 2 Sites
- Core Ring 3 Sites
- Redundancy Required
- Distribution Fiber
- Core Ring 1 Fiber
- Core Ring 2 Fiber
- Core Ring 3 Fiber
- Railroad
- Industrial Zones
- County Park
- Nowthen Unserved FTTx
- Linwood Township Unserved FTTx

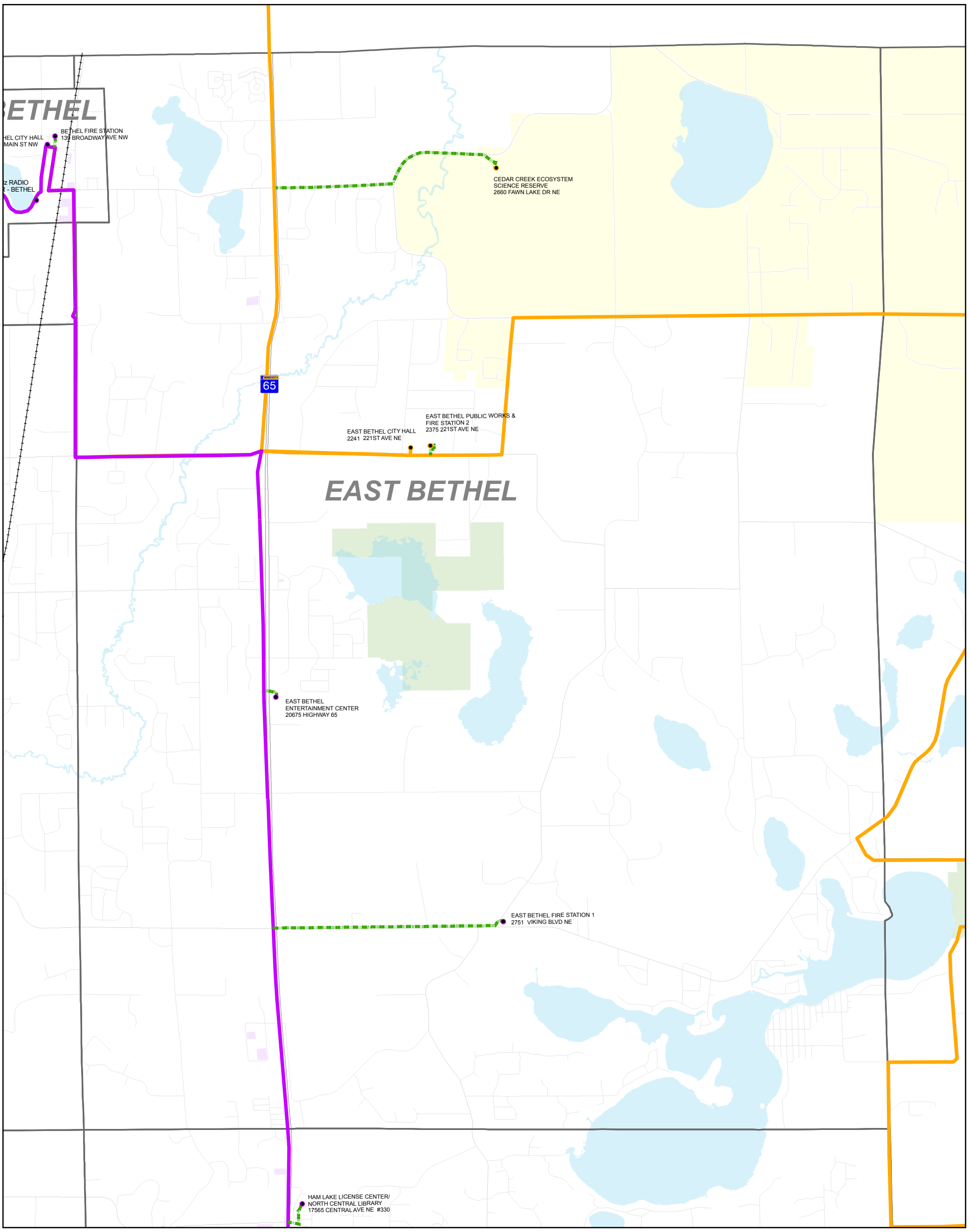
connect AnokaCounty

Cambridge Inset Map

Prepared by Anoka County GIS Department

This is a compilation of records as they appear in the Anoka County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein contained.

DEC 1, 2010



City of East Bethel

Anoka County
Proposed Fiber Network

- Core Ring 1 Sites
- Core Ring 2 Sites
- Core Ring 3 Sites
- Redundancy Required
- Railroad
- Distribution Fiber
- Core Ring 1 Fiber
- Core Ring 2 Fiber
- Core Ring 3 Fiber
- Industrial Zones
- County Park
- Nowthen Unserved FTTx
- Linwood Township Unserved FTTx

N W E S

connect AnokaCounty

Prepared by Anoka County GIS Department

This is a compilation of records as they appear in the Anoka County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein contained.

DEC 1, 2010

Connect Anoka County
Frequently Asked Questions

1. What is Connect Anoka County?

Connect Anoka County is the county-led effort to increase the amount of fiber optic cable in the county. The Connect Anoka County project has resulted in a partnership between Zayo Bandwidth, LLC and Anoka County. Through the partnership, Zayo Bandwidth applied for and received a National Telecommunications Information Administration (NTIA) grant paying 70 percent of the fiber construction cost and initial equipment. The grant project will construct an approximately 286 mile fiber network throughout Anoka County linking 145 governmental institutions.

2. Who owns the fiber optic cable?

The fiber optic cable that is installed as part of the grant will be owned by Zayo Bandwith. Zayo will provide the capacity services for the governmental network and separately offer connectivity services to the private sector. The grant will also provide dark fiber strands for Anoka County use. The right to use these dark strands is conveyed to the county through a fiber Indefeasible Right to Use (IRU), which is similar to a long-term lease. Should the county decide to use the dark fiber, equipment will need to be purchased and a monthly maintenance fee paid to Zayo.

3. What are the project costs and how are they paid?

The total grant-funded project budget is $19.1 million. Seventy percent of the costs ($13.4 million) will be paid by the NTIA grant. The balance of the project ($5.7 million) will be paid equally by Zayo Bandwidth and Anoka County ($2.8 million each). The county intends to recoup a portion of the $2.8 million match by charging the anchor institutions a proportional share based on a per connection charge.

4. What services are offered?

The project is only providing connectivity, meaning that any governmental institution will still need to have an Internet Service Provider (ISP). The county purchases its ISP service from the State of Minnesota, Office of Enterprise Technology (OET) and is in discussions with OET to expand ISP services to include cities that are a part of the project. If this option becomes available, Cities will be notified.

5. How were the 145 anchor institutions decided upon?

The agreements between Anoka County and Zayo Bandwidth specify 145 governmental and quasi-governmental anchor institutions as a part of the grant project. The list was made by asking each jurisdiction to submit a list of facilities to include in the project. As the project developed, some sites were added and others dropped at the request of the entities. NTIA will need to approve all changes.

6. Can sites be added in the future?

The agreements between Anoka County and Zayo Bandwidth limit the number of sites to 145. Any additional sites on the network will require a service request to Zayo Bandwidth. As additional governmental sites require fiber, each entity will need to conduct an analysis as to the most cost-effective way to serve the location. In some cases it may be possible to connect through one of the original 145 sites. In other cases it may be cost effective to have Zayo Bandwidth or another private company serve the facility.

7. What is the project schedule?

The project is currently underway. The environmental assessment is scheduled to be completed by spring 2011. Some connectivity service may be provided in 2011, but project completion will not be until 2012. Zayo Bandwidth is also working with road authorities to acquire the appropriate permits.

8. What are the decisions needed by my entity and when?

Thus far, entities have only been asked for good-faith non binding commitments. However, Anoka County will need to have written agreements in place with any entity that wishes to participate by April 1, 2011. Specifically, each jurisdiction will need to confirm the sites and the connection speed.

9. What are the costs to my entity?

Anoka County will charge each entity that connects a monthly fee. Any fee charged will be included in the agreement. The proposed agreement establishes a fee of $75/month for 100 mbps service, and $400/month for 1gbps service. Cities that do not need service immediately can elect through the agreement to have equipment placed at their facility as part of the project and then establish service during the term of the agreement. The monthly fee will not be charged until service is established. To establish service at that time or make some other change for sites that have equipment, the entity and Anoka County will need to modify Attachment A of the agreement.

10. What do I do if a business in my community asks me about service?

Zayo Group provides a full range of business products to the private sector. If you are interested in learning more, or getting information for business expos, chamber of commerce meetings, or specific businesses, the contact is Steve Kopp, Senior Account Manager, Zayo Enterprise Networks, at 952-230-4861 or steve.kopp@zayoenterprise.com, Web site www.zayo.com.

11. Who is Zayo and how were they selected for this project?

Anoka County developed a Request for Proposal (RFP) seeking a partner for the Connect Anoka County project and to submit for an NTIA grant. The county received five proposals and, after review, selected Zayo Bandwidth. Zayo Bandwidth is a part of the Zayo Group which provides telecom and bandwidth infrastructure solutions that span over 153 markets and 30 states plus the District of Columbia including over 21,000 miles of fiber optic infrastructure.

12. Will each Entity be required to provide easements without cost to Anoka County and/or Zayo?

Yes, it is contemplated that the easement will be provided without charge to get from the right of way to your facility across the private property of your facility. Entities retain authority to charge for building permits, franchises, etc. in the right of way.

13. Will physical access be required by Zayo?

The agreement contemplates that there may be specific requirements that vary from location to location. Zayo must abide by your written security requirements. For example, if you want equipment installed in a location that you do not want to give unaccompanied access to, simply state that requirement in writing. Also, you do not need to give keys, access codes, or access cards to Zayo, so presuming that you keep your facilities locked, they would not be able to enter them without someone to let them in. The access that Zayo needs to maintain your equipment is similar to other providers such as Qwest, Comcast, US Cable, etc.

14. What assurances are in place for Zayo performance?

Zayo has obligations under the agreement with the County to perform as well as NTIA grant requirements that Zayo must follow. In addition, Zayo will have an incentive to complete the fiber network so they can sell connectivity services to their commercial customers.

15. Does the County agreement with Zayo include a Performance Bond requirement?

No, there is no performance bond requirement. However, Zayo has notified the County that performance bonds will be required from Contractors that Zayo employs in the construction process.

16. What happens if Zayo goes bankrupt?

Prior to entering into an agreement with Zayo, an analysis was completed that determined that Zayo was in a healthy financial situation. If, in the future, Zayo files for bankruptcy, the outcome would be determined by the bankruptcy court. Additionally, Anoka County has an IRU in the dark fiber, there is added protection for the integrity of the network even if Zayo is no longer available to provide maintenance and support.

17. Concern was expressed with the warranty language in Section IX.D.

This type of warranty language is very typical of fiber agreements such as this. This warranty language is a pass through to the Entities of the warranties negotiated between Zayo and the County. Anoka County cannot bind Zayo to any other warranties than what is provided in the Master Service Agreement and the IRU which are attached to the agreement in Exhibits G and H.

18. How will equipment replacement be made after the expiration of the warranty on August 17, 2017?

If the equipment needs to be replaced after that time, the entity will need to pay the prorata costs for such replacement. In addition, consideration will need to be made for future maintenance of this new equipment. If the entity is not getting connectivity service, or no longer wants service, no replacement equipment at entity cost is required.

19. Will there be a forum for the entities to provide input in the future?

It is the County's intent to continue meetings with the entities. In addition, if there is interest, we could consider creating advisory committees (i.e. technical, administrative) to provide a forum for interested entities to meet more frequently.

20. Does the agreement only address the installation of equipment at the co-location site, or does it also include the construction of dark fiber to the site?

The entity needs to approve the agreement to allow the placement of equipment at the site as well as construction of the network including dark fiber to the co-location site. However, the entity may initially elect not to receive the connectivity service at a site.

21. I note the service site requirements in Attachment B (security, temperature and environmental, and space requirements). What is the size of the equipment; how much space is required, and; are there any special location requirements?

The County and Zayo staff will be conducting a review of each site location over the next couple of months. It should also be noted that the Zayo equipment will be owned and managed by Zayo. The equipment will be switches that will fit into standard racks commonly found in data closets. See #27.

22. Should additional language be included for waiver of subrogation?

No, the mutual indemnification language included in the agreement eliminates the need for any waiver of subrogation.

23. What is the point of demarcation contemplated in the Agreement? It is clear in the Agreement that the Entity is responsible for interconnection and wiring beyond the point of demarcation. Does this mean that the Entity will be required to wire to individual sites within the co-location service site?

Yes, the Entity is responsible for wiring within each co-location site. This wiring is likely the entity's existing network. See Exhibit H for definition of demarcation point.

24. What exactly will the Entity be paying for? Does the agreement contemplate the use of dark fiber, or any additional cost to add capacity in the future?

The entity is paying for connectivity which includes transport and ethernet service. The Entity will only pay if the connectivity service is used. The dark fiber will be installed with the network, but additional equipment will be required to utilize it. No specific use of the dark fiber is included in the agreement.

25. The Agreement states that the Entity will work with the County to manage bandwidth, but what does that mean?

If there are capacity issues, all the entities will need to work together to resolve them to the mutual benefit of the parties. We will also be working to monitor bandwidth utilization to identify potential problems before they impact the service.

26. Have the insurance issues been resolved so that the requirements coincide with what is currently provided through the League of Minnesota Cities?

We have made edits to the insurance language with input from the cities. It is the County's understanding that Kurt Glaser, City Attorney for Lexington and Centerville, has asked the League for an opinion. Kurt forwarded an email on March 2, 2011 to David Minke and Kathy Timm from the League with an opinion. We have forwarded the opinion to to John Sullivan, Anoka County Risk Management for review.

27. What are the space and environmental requirements for the Zayo Equipment?

Ideally there would be rack space (19'X72" standard steel or aluminum telecom relay rack) available for the switch of 8u or about 12 inches, with sufficient space to access the equipment for repairs, maintenance and upgrades. The space should also be convenient to the entity's demarcation point. To maintain maximum uptime, it would be best to meet the specified requirements for space and environmental conditions. However, if all specifications cannot be met, the County and Zayo will work with the entity to determine an acceptable equipment location. See #21.

28. Why isn't Zayo a party to the Connectivity Services agreement?

Some attorneys have suggested that ZAYO should be a party to this agreement. The County's agreement with ZAYO provides that the County must secure the various co-location sites, whether the properties are County owned or owned by another governmental or quasi-governmental agency. ZAYO has expressed disinterest in directly contracting with the various entities.

29. Who is responsible if Zayo damages equipment or systems belonging to a third party that are at the co-location site during installation?

This agreement does not confer any third party benefits to anyone. The agreement is between the County and the Entity, with Zayo subordinate to the County. If the entity is concerned that Zayo will not use due care regarding a third party's equipment located at the co-location site, then the Entity should limit ZAYO's access to third party property.

30. We are not clear on the meaning of certain terms, such as Demarcation Point, Fiber Optic Network, Ducts, Network Availability, Transport Services, Ethernet Services, etc. Are these terms defined anywhere?

Many of these terms are defined in the Master Service Agreement and Indefeasible Right of Use Agreement executed between the County and Zayo on August 17, 2010. A copy of these two agreements will be attached to the Connectivity Services Agreement for reference as informational exhibits. Additionally, some of these terms are "terms of art" in the broadband and Information Technology industry, and are used here in standard industry usage.

31. Why doesn't the Entity gain ownership rights in the equipment if the city is required to pay a pro-rata share for repairs and/or replacement after the warranty period expires on August 16, 2017?

The initial equipment is paid for by the grant, at no cost to the Entity. Contrast this with more typical agreements, where the Entity pays a much larger monthly fee to a provider for both the service and the equipment. If, after 2017, equipment is replaced completely the situation may change. Options for total replacement at that time, if necessary, may include replacement with Zayo Equipment, Entity Equipment or County Equipment,

32. May the entity, in particular a city, charge building permit fees, franchises, etc. to Zayo outside of the co-location site?

Pursuant to Paragraphs II.C. and III.B., Entities retain franchising authority, and may issue building permits, franchise fees as allowed by Minnesota statutes. The entity may not charge these fees for the co-location site itself (for example, the entity may not charge fees for underlying rights needed to place equipment in City Hall, or a fire station which are the designated co-location sites described in Exhibit A.)

33. Will Zayo or Anoka County be providing cable services in competition with Comcast or other private cable carriers through this agreement?

No. Anoka County will not be a cable provider. Providing cable TV services is not consistent with Anoka County's mission statement. The County's fibers may only be used for governmental and quasi-governmental purposes. Zayo is not a cable provider, nor does it offer triple- play services (telephone/voice, data/internet, and cable/video). While no one can predict the future, a more likely scenario is that private carriers will contract with Zayo to use Zayo's fibers to provide services to private customers throughout the county.

34. Where can I get more information on the project?

By phone: 763-422-7537 (Carrie Johnson)
By e-mail: ConnectAnokaCounty@co.anoka.mn.us
By mail: Connect Anoka County,
Attn: Information Technology
2100 3rd Avenue, Suite 300
Anoka, MN 55303

Connectivity Services Agreement
With Community Anchor Institution(s)
For Broadband Services
At Co-location Service Site(s)

This Agreement, entered into by and between:

1. **COUNTY of Anoka** (Anoka County), 2100 Third Avenue North, Anoka, Minnesota 55303; and

2. _____, (Entity), _____, _____, Minnesota, 55___.

WHEREAS, ZAYO Bandwidth LLC (ZAYO) was recently awarded a grant from the National Telecommunications and Information Administration (NTIA) which is to be combined with matching funds from ZAYO and Anoka County to build a fiber optic network in Anoka County to provide high-speed broadband services to Community Anchor Institutions; and

WHEREAS, Anoka County has recently entered into a Master Fiber Indefeasible Right of Use (IRU) Agreement and a Wholesale Master Service Agreement with ZAYO in order to facilitate the purposes of the grant obtained by ZAYO; and

WHEREAS, Anoka County and ZAYO have identified multiple Community Anchor Institutions to be connected by the Core Backbone and Distribution Network which will comprise the fiber optic network; and

WHEREAS, Anoka County desires to arrange for co-location service sites at various Community Anchor Institutions which have been identified for the purposes of building the fiber-optic network; and

WHEREAS, Connectivity Services will become available to each of the Community Anchor Institutions at the co-location service sites as a result of the fiber-optic network built by Anoka County and ZAYO; and

WHEREAS, the Community Anchor Institutions will have the option of accepting Connectivity Services initially, or allowing the equipment to be installed and reserving the acceptance of Connectivity Services until a later time; and

WHEREAS, Entity is a community anchor institution which owns, leases, controls, rents or administers a designated co-location service site; and

WHEREAS, it is in the interest of Entity to work together with Anoka County to facilitate ZAYO in building the fiber optic network.

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS

That the parties agree the following definitions for terms used in this Agreement:

a) Community Anchor Institutions: quasi-government, government, educational and public safety institutions.

b) Co-location service sites: designated physical sites located in various Community Anchor Institutions located in and around Anoka County. (See Attachment A.)

c) ZAYO System: an integrated multi-cable, multi-ring fiber optic communication system comprised of cables and ducts, lateral connections, and the manholes and handholds locates therein, and related equipment required to provide Connectivity Services as provided through the NTIA grant.

d) Connectivity Services: As described in Article V.

e) Underlying Rights: all deeds, IRUs, (exclusive or non-exclusive) easements, rights-of-way agreements, licenses, grants, contracts and other rights, titles and interests to use real property of any third person, which are reasonably necessary for the construction, placement, location, installation, operation, use, IRU, rental, maintenance, repair or replacement by ZAYO or Anoka County, as the case may be, of the ZAYO System, Ducts, County Equipment, Cable or County Dark Fibers.

f) IRU: Indefeasible Right of Use.

g) Equipment: electronics, optronics, and other devices as necessary to deliver the Connectivity Services.

h) Permitted use: Connectivity services shall only be used by Community Anchor Institutions for quasi-governmental, governmental, educational or public safety purposes and shall not be used to directly or indirectly compete with ZAYO.

i) ZAYO Staff: Employees, consultants, and other sub-contractors working under the direction of ZAYO to install and support the ZAYO System.

II. SCOPE OF SERVICES

A. Anoka County will provide, through its contract with ZAYO, Connectivity Services to Entity through the fiber optic network built by ZAYO. Once the fiber optic network is built and the system is installed in the various co-location service sites, Anoka County, through its agreement with ZAYO, its successors and/or assigns, will provide ongoing support for the provision of Connectivity Services to Entity. Only site locations identified with fee amounts on Attachment A will receive Connectivity Services. Any mutually agreed changes to Connectivity Services will require a modification to Attachment A pursuant to section XII.

B. Entity shall provide space for a co-location service site where ZAYO, on behalf of Anoka County, can install equipment to be connected to the ZAYO system in order to build the Fiber Optic network. Entity shall provide Underlying Rights to the co-location site to Anoka County for the purpose of building the Fiber Optic network to the point of demarcation.

C. Nothing in this agreement affects Entity's cable franchising authority.

III. COSTS AND COMPENSATION

A. A. To the extent that Connectivity Services are used by Entity, Entity will pay Anoka County a monthly fee as detailed in Attachment A. Fees reflect the actual costs to provide the Connectivity Services. For entities receiving connectivity services, the initial fee is established at $75.00 per month per site for 100 mbps and $400.00 per month per site for 1 gbps. Fees will be periodically reviewed to reflect current costs, but will not be modified without the agreement of both parties. Initially the fees will primarily be used to pay the proportionate share of the county's match to the project. Once the proportionate share of this match is recovered, it is expected the fee amount will decrease if other factors remain constant. Fees will be invoiced starting the

month following when Connectivity Services begin. Entity will provide payment within 30 days of receipt of an invoice. Nonpayment shall be grounds for default.

B. Entity shall not charge Anoka County, or ZAYO through Anoka County, for the Underlying Rights in the co-location site used by Anoka County and ZAYO to build the Fiber Optic Network. Additionally, Entity shall not charge rent, access fees, lease payments, or any other fee to Anoka County or ZAYO for the co-location space provided for the installation and housing of Equipment provided for connectivity service for Entity.

IV. PHYSICAL ACCESS TO CO-LOCATION SITE

A. Entity shall provide co-location space at co-location service sites indicated on Attachment A where ZAYO, on behalf of Anoka County, can install Equipment to provide services. Security shall be maintained at the site as indicated in Attachment B. Entity shall provide adequate power and temperature control as may be further detailed on the service order Attachment B. Entity shall provide all Underlying Rights and rights of access necessary for ZAYO to enter the premises and to construct and maintain fiber connections across the co-location service site whether the site is owned, leased, rented or administered by Entity.

B. ZAYO, on behalf of Anoka County, shall provide, install, maintain, repair, operate and control its Equipment, as necessary. Unless specifically provided in Attachment A, there shall be no cost to Entity for the purchase and/ or installation of the ZAYO Equipment. Any ZAYO Equipment shall be maintained and replaced at no expense to Entity until the earlier of August 17, 2017, or this contract is otherwise terminated. Thereafter, if the ZAYO Equipment deteriorates, or no longer supports the provisioning of services, Entity agrees that it shall pay the prorata costs incurred in the replacement of such ZAYO Equipment.

C. ZAYO, through Anoka County, may request permission to place additional ZAYO Equipment at the co-location service site indentified in Attachment A to solely service commercial customers. If Entity elects to allow such installation for commercial service at the co-location service site, ZAYO shall pay to Entity $250 per month for the first device, and $100 per month for each additional device. No co-location fees will apply if ZAYO Equipment used to provide services to Entity and to Anoka County if such ZAYO Equipment is also used to serve a commercial customer.

D. The ZAYO Equipment shall remain the sole and exclusive property of ZAYO, and nothing contained herein shall give or convey to Entity any right, title or interest whatsoever in the ZAYO Equipment. The ZAYO Equipment shall remain personal property, notwithstanding that it may be or become attached to, or embedded in, realty. The ZAYO Equipment shall not be considered a fixture of that real property. Neither Anoka County nor Entity shall tamper with, remove or conceal any identifying plates, tags, or labels identifying ZAYO's ownership interest in the ZAYO Equipment.

E. Equipment and service beyond the point of demarcation and/or interconnection between ZAYO's facilities and Entity terminal Equipment and the wiring at the point of demarcation shall be the responsibility of the Entity.

F. Entity shall provide access to ZAYO on behalf of Anoka County to provide services for purposes of installation, maintenance and repair of ZAYO Equipment. ZAYO, on behalf of Anoka County, shall restrict access to the co-location site space to authorized ZAYO staff. ZAYO staff shall abide by any physical security requirements provided to ZAYO in writing. ZAYO shall make reasonable attempts to provide at least two days notice prior to entering the co-location site to install, maintain, or repair any of the ZAYO Equipment. If it is not reasonably possible to provide such notice, or in an emergency, ZAYO shall provide notice as soon as practicable, but in all events prior to entering the co-location site. See Attachments B and D.

G. If Entity provides its own Equipment, Anoka County, or ZAYO on Anoka County's behalf, shall have no obligation to install maintain or repair the Equipment. If, on responding to an Entity initiated service call, Anoka County, ZAYO and Entity jointly determine that the cause of the service delinquency was a failure, malfunction or the inadequacy of Entity's Equipment, Entity shall compensate Anoka County/ZAYO for ZAYO's actual time and materials expended during the service call.

H. Neither party shall adjust, align, attempt to repair, relocate or remove the other party's Equipment, or ZAYO's Equipment, except as expressly authorized in writing by the other party or ZAYO.

I. Prior to any installation of the SYSTEM, ZAYO will submit to Entity entrance and construction plans specifying the location, construction and method of installation related to the System. Entity shall respond to the plans with any objections as soon as reasonably possible, but in any event no later than 60 days. Entity shall immediately provide notice to ZAYO of known asbestos or other hazardous substances, pollutants or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), Title 42, U.S. Code, or similar state or federal law.

J. Entity shall provide to Anoka County 24-hour contact information for the purpose of gaining co-location service site access. This information shall be used for both business hour and non-business hour services access. Entity will review and update the information provided as needed, but at least on an annual basis. See Attachment D.

K. Entity shall not arbitrarily or capriciously require ZAYO to relocate ZAYO Equipment. However, upon ninety (90) days written notice, or, in the event of any emergency, Entity may require ZAYO to relocate co-located ZAYO Equipment; provided, however, the site of relocations shall afford comparable environmental

conditions for the ZAYO Equipment and a comparable accessibility to the ZAYO Equipment.

V. CONNECTIVITY SERVICE LEVEL REQUIREMENTS

A. Anoka County, through its agreement with ZAYO, shall provide Connectivity Services to Entity at the capacity level indicated in Attachment A. Any upgrades to service will be dependent on costs of Equipment, fees to ZAYO, capacity limitations of the network, and other relevant factors. Entity recognizes that the network has a total bandwidth of 10GB on the core ring and 1GB on distribution rings and distribution laterals. This total capacity is shared among other Community Anchor Institutions which are part of this project. Entity agrees to work with Anoka County to manage bandwidth and equitably resolve capacity issues on the network.

B. Dark fibers will be installed at each co-location service site as indicated in Attachment A. These dark fibers will be terminated at the site and are reserved for future use. This agreement neither contemplates nor conveys to Entity present or future rights to the use of the dark fiber. Any future use will be by a separate agreement and at an additional cost.

C. Entity may use the network only to provide service to itself, and agencies and departments of the Entity in keeping with the Permitted Uses of this Agreement.

D. Transport Availability: The transport services being provided will meet or exceed 99.999% network availability for protected optical service, 99.99% for protected TDM based services such as DS3s and DS1s and 99.9% for unprotected services as measured on a monthly basis. If Network Availability is below the percentage above in two out of the three preceding calendar months not due to an Excused Outage, the same shall constitute an event of default hereunder.

E. Ethernet Availability: The Ethernet Services being provided will meet or exceed 99.9% network availability for unprotected service and 99.95% for protected service as measured on a monthly basis. If Network Availability is below 99.9% for unprotected circuits and 99.95% for protected circuits in two out of the three preceding calendar months not due to an Excused Outage, the same shall constitute an event of default hereunder.

F. Mean Time To Repair (MTTR): ZAYO's MTTR will be four hours for protected services and eight hours for unprotected services as measured on a monthly basis for outages of the services provided or any part of the services provided; for example an individual DS3 or group of DS3s. If ZAYO's MTTR for all protected services is greater than four hours in two out of the three preceding months not due to a Force Majeure Event such occurrence shall constitute an Event of Default on the part of ZAYO, on behalf of Anoka County, for the affected circuit.

VI. TERM

This Agreement will be for a period commencing on the date of signing by both parties, and continuing until August 16, 2015 (Initial Term), with up to a total of three (3) renewal periods of additional five (5) years terms (Renewal Terms) upon written amendment. Both parties shall provide written notice of intent to renew this agreement not less than one hundred eighty days (180) before the end of the Initial Term or Renewal Term. For purposes of this agreement, written notices shall be sent to the addresses of each of the Parties as indicated above. Upon the termination or expiration of this Agreement, Anoka County shall have no further obligation to provide Services and no further liability to Entity. Upon termination or expiration of this agreement, ZAYO shall be provided a reasonable opportunity to retrieve its equipment from the co-location service site(s). Any underlying rights granted by the Entity under this Agreement shall terminate or expire with the Agreement without need for further action or notice by any party.

VII. INDEMNIFICATION

To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, it's commissioners, council members, school board members, superintendents, directors, officers, employees and agents, successors and assigns, from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the indemnifying party's performance of its obligations and duties under this Agreement except those damages, costs, expenses, and liabilities arising from the negligence or willful misconduct of the other party. The indemnified party shall promptly notify the other party in writing of any such law suit or claim.

Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, or any similar statutory limits on tort liability.

VIII. INSURANCE

During the Initial Term, and during each renewal term, each party shall obtain and maintain not less than the insurance set forth in Attachment C.

IX. LIABILITY AND LIMITATIONS OF LIABILITY

A. Entity shall be liable for any loss of or damage to the ZAYO Equipment at the co-location site caused by Entity's negligence, intentional acts, willful misconduct or unauthorized maintenance subject to statutory limits. Entity shall reimburse Anoka County on behalf of ZAYO for the reasonable cost of repair of the ZAYO Equipment, or the replacement thereof, within thirty (30) days after receipt by Entity of a written request for reimbursement.

B. Anoka County shall be liable for any loss of or damage to Entity's equipment caused by Anoka County or ZAYO's negligence, intentional act, willful misconduct or unauthorized maintenance. Anoka County shall reimburse Entity for the reasonable cost of repair of the equipment, or the replacement thereof, within thirty (30) days after a written request for reimbursement and ZAYO has reimbursed Anoka County for the loss or damage pursuant to Anoka County's Agreement with ZAYO. Anoka will make reasonable effort to pursue reimbursement on the Entity's behalf.

C. Anoka County shall not be liable for delays in installation, commencement or restoration of the service; for any temporary or permanent cessation of service; for errors, malfunctions, delays or defects in transmission of the service; for loss or damage occasioned by a Force Majeure Event. Anoka County's liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall in no event exceed: 1) an amount equivalent to the proportionate charge by Anoka County to Entity for the period of service affected, or 2) if applicable, the replacement value of any Entity equipment which is lost or damaged as a result of Anoka County's gross negligence or willful misconduct.

D. ANOKA COUNTY NEITHER ASSUMES NOR MAKES ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTIBILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, EXCEPT AS SET FORTH IN THIS AGREEMENT. SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

X. FORCE MAJEURE

Neither party individually and Anoka County on behalf of ZAYO shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or

request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each a "Force Majeure event"). The party claiming relief under this section shall notify the other party of the occurrence or existence of the Force Majeure event and of the termination of such event. In the event Anoka County through ZAYO is unable to deliver services as a result of a Force Majeure event which precludes ZAYO from performing, the other party shall not be obligated to pay for the services so affected for as long as ZAYO is unable to deliver the Services.

XI. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the Parties to terminate this Agreement immediately upon delivery of written notice of termination.

XII. MODIFICATIONS

Any material alterations, modifications, amendments, or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

XIII. DATA PRIVACY

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the parties agree to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited

to, the Minnesota Government Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

All data created, collected, received, stored, used, maintained, or disseminated by the parties in performing this Agreement is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the parties must comply with the requirements of that statute. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the parties.

XIV. EARLY TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon One Hundred Eighty (180) days written notice delivered by mail or in person. If notices are delivered by mail, they shall be effective two days after mailing.

XV. DEFAULT AND REMEDY

A. Default by Entity**:** Entity is in default of the agreement if Entity:

1) is more than 15 days past due in paying for services as agreed in this Agreement, or any invoice pursuant to its terms, excluding those amounts which Entity has notified Anoka County as reasonably being in dispute; or

2) materially fails to observe or perform any non-monetary obligation or covenant hereunder; or

3) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief(such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or similar law; or

4) violates the permitted uses.

In the event of default by Entity, notification of Default shall be sent to the address provided below in Section XVI. Entity shall have five days to cure a monetary breach, or thirty days to cure a non-monetary breach. If the Default remains uncured,

Anoka County may suspend services until Entity remedies the Default, terminate or suspend services under this agreement and/or the applicable services being provided under the service order.

If Anoka County terminates this Agreement pursuant to this article of the Agreement, Anoka County shall have the right to seek full payment for amounts due for services rendered prior to the date of termination.

B. Anoka County shall be in default under this Agreement if it:

1) fails to arrange for ZAYO to provide the services in accordance with the Service Order (see Exhibit E) or otherwise fails to cure any breach of the Agreement after receiving written notice of default from Entity; or

2) defaults on its agreement with ZAYO and does not cure said default within five days for a monetary breach or thirty days of a non-monetary breach of that agreement: or

3) fails to notify Entity of default by ZAYO within five days of said Default, or fails to notify Entity that ZAYO has alleged that Anoka County is in Default, within five days of receipt of notification from ZAYO.

Notification of Default by Anoka County shall be sent to the address provided below in Section XVI. Anoka County shall have five days to cure a monetary breach and thirty days to cure an non-monetary breach of the agreement.

If Anoka County is caused to be in default of this agreement by the breach of ZAYO, Anoka County shall notify ZAYO in writing and allow ZAYO thirty days to cure, or such longer period of time as may be reasonably necessary to cure as long as the cure is initiated and diligently pursued within such thirty days or provide notice of a dispute about the existence such default. However, Entity and Anoka County may terminate this agreement upon written notice if ZAYO causes Anoka County to default by not meeting the terms of Article V. CONNECTIVITY SERVICE LEVEL REQUIREMENTS as noted above.

XVI. NOTICES

Notices shall be sent to the parties at the following:

Anoka County:

Information Technology Director
Anoka County Government Center
Information Technology Department
2100 Third Avenue North Ste. 300
Anoka, Minnesota 55303

Entity:

_____
_____
_____
_____, Minnesota 55___

XVII. AFFIRMATIVE ACTION

In accordance with Anoka County's Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

XVIII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Agreement.

XIX. WAIVER.

The waiver of any of the rights and/or remedies arising under the terms of the Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of the Agreement. The rights and remedies provided or referred to under the terms of the Agreement are cumulative and not mutually exclusive.

XX. GOVERNING LAW.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota, excluding the State of Minnesota's choice of law provisions. Jurisdiction and venue shall reside in the County of Anoka, Minnesota.

XXI. SEVERABILITY.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

XXII. NO RIGHTS OF THIRD PARTIES.

Except for specific provisions as related to ZAYO acting through the auspices of Anoka County, nothing in this Agreement is intended to confer any rights or remedies on other than the parties to the Agreement

XXIII. ATTACHMENTS AND EXHIBITS.

The following Exhibits are attached to this agreement and are incorporated into this agreement by reference:

Attachment A: Capacity and costs for each co-location service site

Attachment B: Co-location service site requirements

Attachment C: Insurance Requirements

Attachment D: Building Access Contact Information

Attachment E: Service Order Form

Attachment F: Frequently Asked Questions (FAQ)

The following Attachments are included for reference in this agreement and are informational exhibits, but do not confer any rights onto the Entity unless also specifically included in this agreement:

Attachment G: Wholesale Master Service Agreement, Anoka County Contract #2010-0239

Attachment H: Master Fiber IRU by and between ZAYO BANDWIDTH, LLC and Anoka County, Minnesota dated August 17, 2010 (this exhibit does not include 20 pages of photographic exhibits which are included in the original, and are available to Entities on request.)

XXIV. AUDIT, DISCLOSURE AND RETENTION OF RECORDS

Both parties agree to make available to duly authorized representatives of the other and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the party that are pertinent to the provision of services hereunder. Both parties further agree to maintain all such required records for six (6) years after receipt of final payment and the closing of all other related matters.

XXV. INDEPENDENT CONTRACTOR

A. Anoka County has entered into a separate contract with ZAYO for the construction of the ZAYO system/fiber optic network. See informational Exhibits G and H. ZAYO remains an independent contractor, however, and neither that agreement nor this one creates a partnership, joint venture or agency relationship between Zayo or the County. Anoka County has no authority to bind ZAYO beyond the obligations and responsibilities of those contracts.

B. It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the County to the Entity is that of an independent contractor and not an employee or agent of the Entity.

C. It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Entity to the County is that of an independent contractor and not an employee or agent of the County

.

XXVI. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Anoka County and Entity relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above, notwithstanding the date of the signatures of the parties..

ANOKA COUNTY

By: _____
Rhonda Sivarajah, Chair
County Board of Commissioners

Dated: _____

ATTEST

By: _____
Terry L. Johnson
County Administrator

Dated: _____

APPROVED AS TO FORM

_____ **MINNESOTA**

By: _____

Dated: _____

ATTEST

By: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Kathryn M. Timm
Assistant County Attorney

By: _____

Dated: _____

Dated: _____

Attachments

Attachment A: Capacity and costs for each co-location service site

Attachment B: Co-location service site requirements

Attachment C: Insurance Requirements

Attachment D: Building Access Contact Information

Attachment E: Service Order Form

Attachment F: Frequently Asked Questions (FAQ)

Attachment G: Wholesale Master Service Agreement, Anoka County Contract #2010-0239[1]

Attachment H: Master Fiber IRU by and between ZAYO BANDWIDTH, LLC and Anoka County, Minnesota dated August 17, 2010 (this exhibit does not include 20 pages of photographic exhibits which are included in the original, and are available to Entities on request.)

[1] *Note Bene*, the MSA has two attachments which will be amended, but have not been so at the time of this writing. The list of 145 co-location sites has been altered since the MSA was signed on August 17, 2010. Once the final sites are approved by the NTIA, this attachment will be amended. Additionally, there is an attachment which details minimum power requirements at the co-locations site of 48 volts DC. The County and Zayo verbally agreed that these requirements will be changed to standard 110 AC. This verbal agreement has not been reduced to writing as of the date of this writing, but is expected shortly.

ATTACHMENT A

Capacity and Costs for Co-location Sites

1. **Entity Name: _____MINNESOTA**

2. **Entity Contact Information:**

Principal Contact:

Name: _____
Position: _____
Office Phone:_____( )_____
Cell Phone: _____( )_____
Home Phone:_____( )_____
Pager: _____( )_____
Email: _____

Secondary Contact:

Name: _____
Position: _____
Office Phone:_____( )_____
Cell Phone: _____( )_____
Home Phone:_____( )_____
Pager: _____( )_____
Email: _____

Billing Contact:

Name: _____
Position: _____
Office Phone:_____( )_____
Cell Phone: _____( )_____
Home Phone:_____( )_____
Pager: _____( )_____
Email: _____

3. **Following are the site locations included for equipment co-location:**

Site #	Location	Address	City	Service Capacity	Monthly Costs

Attachment B

Co-Location Service Site requirements

A. Security Requirements.

Entity shall provide best practices physical security to the co-location service site in the form of traditional lock service, key card, numeric access code, or electronic security system equal to that which Entity provides for its own assets. Keys, key cards, numeric access codes and the electronic security systems shall be maintained according to industry standards. Entity shall take all reasonable precautions to ensure the integrity of the security of the co-location service site. Anoka County shall make reasonable efforts to ensure that its employees and agents, including ZAYO, follow all written instructions at the co-location site as provided by the Entity.

B. Temperature and Environmental Control Requirements.

Space provided to ZAYO for the housing of the ZAYO system and equipment in the co-location service site shall meet industry standards for temperature controls, humidity, lighting, and protection from power surges and outages. Entity shall ensure that the co-location service site temperature remains in a constant range between 68°F and 83°F, and humidity remains in a constant range of 40%--60%. Entity shall use best efforts to implement a protection plan ensuring that the ZAYO System remains functional in the event of a power outage or similar emergency.

C. Environmental Space Requirements.

Entity shall provide sufficient cubic space for the installation of the ZAYO system and equipment in a secure area. ZAYO shall provide the space specifications for each co-location service site directly to Entity. Entity shall ensure that the space provided to ZAYO for the installation of the ZAYO System and equipment will also include sufficient space for ZAYO to access the equipment for repairs, maintenance and upgrades. The space will be convenient to the demarcation point, and will include any necessary space to install cable, conduit, fiber, and or circuitry from the demarcation point to the equipment.

Attachment C
Insurance Requirements

Insurance Limits. During the Term, each party shall obtain and maintain not less than the insurance set forth below:

Worker's Compensation:

Statutory limits.

Automobile Liability Insurance:

Such policy coverage will include coverage for all vehicles owned, hired, non-hired, non-owned and borrowed by the party in the performance of the obligations covered under this agreement: Combined single limit: $1,000,000.00

Commercial General Liability and /or Umbrella Liability:

All liability insurance must meet the requirements of Minn. Stat § 466.04 subdivision 1 (a) (3) or $500,000.00, minimum liability for claims of death by wrongful act or omission and $500,000.00 to any claimant in any other case, whichever is greater.

All liability insurance must meet the requirements of Minn. Stat. § 466.04 Subdivision 1 (a) (7) or $1, 500,000.00 minimum liability for any number of claims arising out of a single occurrence, whichever is greater.

All umbrella insurance must meet the requirements of Minn. Stat. §466.04 Subd. 1(a) (8). Umbrella insurance coverage must be on a "follow-form" basis.

The above minimum requirements as to insurance coverage shall not limit the liability of either party under this agreement. The above limits may be satisfied using a combination of primary and excess coverage, self insurance as provided by Minn. Stat. § 471.981.

Each Party shall obtain and maintain the insurance policies required above with insurance and /or reinsurance companies authorized to insure risks in Minnesota. With the exception of Worker's Compensation, each party, its Affiliates, and their officers, directors and employees and any other person entitled to indemnification hereunder, shall be named as additional insured to the extent of such indemnification. Each Party shall provide the other party with a certificate of insurance showing that the party has complied with the insurance requirements of this Attachment. Each insurance policy

shall contain a provision providing such other party with thirty days advanced notice of any cancellation or material change in coverage at which time such party will notify the other party immediately of such cancellation or material change in coverage.

Deductible/ Self Insured Retentions: All proof of insurance shall clearly set forth deductible or self insured retentions. Each Party shall be responsible for its deductible and/or self insured retentions.

ATTACHMENT D

Building Access Contact Information

Entity shall provide 24 hour, seven day a week access to ZAYO for the ZAYO System equipment housed in the Co-location service site for the purposes of maintenance, service, upgrade and repairs of the equipment and system. Such access will include the name and contact information of co-location site key-holder for business and non-business hour access. All access shall comply with written instructions provided to ZAYO and County (see section IV.F).

Please provide contacts below.

Business Hour Contact(s) – List contacts in the order you would like them to be called. Provide a ***minimum of 2*** contacts (you may provide as many as you would like).

Contact #1

Name: _____
Position: _____
Office Phone: (763) _____
Cell Phone: (763) _____
Home Phone: (763) _____
Pager: (763) _____
Email: _____

Contact #2

Name: _____
Position: _____
Office Phone: (763) _____
Cell Phone: (763) _____
Home Phone: (763) _____
Pager: (763) _____
Email: _____

Contact #3

Name: _____
Position: _____
Office Phone: (763) _____
Cell Phone: (763) _____
Home Phone: (763) _____
Pager: (763) _____
Email: _____

Non-Business Hour Contact(s) – List contacts in the order you would like them to be called. These contacts should have keys for building access to the co-location equipment area and be available after hours. Select people you would like called in case of such emergencies as equipment failures, fiber hits, storm damage, emergency locates, etc. Provide a ***minimum of 2*** contacts (you may provide as many as you would like).

Contact #1

Name: _____
Position: _____
Office Phone: _____
Cell Phone: _____
Home Phone: _____
Pager: _____
Email: _____

Contact #2

Name: _____
Position: _____
Office Phone: _____
Cell Phone: _____
Home Phone: _____
Pager: _____
Email: _____

Contact #3

Name: _____
Position: _____
Office Phone: _____
Cell Phone: _____
Home Phone: _____
Pager: _____
Email: _____

Updates may be submitted to Anoka County IS at address provided in the Notices Section.

City of East Bethel
City Council
Agenda Information

* *

Date:
April 6, 2011

* *

Agenda Item Number:
Item 8.0 G.4

* *

Agenda Item:
Closed Session ACHRA Lawsuit

* *

Requested Action:
Consider closing the regular session for an Attorney/Client discussion to the ACHRA Lawsuit.

* *

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

* *

Fiscal Impact:
None

* *

Recommendation(s):
Staff is recommending closing the regular session to closed session pursuant to Minnesota Statutes 13D.05, Subd 3 for an Attorney/Client discussion of the ACHRA lawsuit.

* *

City Council Action

Motion by:_____ Second by:_____

_____

_____

_____

Vote Yes:_____ Vote No:_____

No Action Required:_____