

City of East Bethel

City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: July 7, 2010



Item

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

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

7:32 PM **3.0 Adopt Agenda**

7:33 PM **4.0 Presentation**

Page 4 A. Elwyn Tinklenberg – The Tinklenberg Group

7:48 PM **5.0 Public Forum**

7:58 PM **6.0 Consent Agenda**

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

Page 5-9 A. Approve Bills

Page 10-17 B. Meeting Minutes, June 16, 2010, Regular City Council Meeting

Page 18 C. Appoint 2010 Election Judges

Page 19-21 D. Renew Recording Secretary Agreement

E. Appoint Administrative Support Position

Page 22 F. Change Order #1 – Project One Construction – Cedar Creek Pavilion

Page 23 G. Resolution 2010-30 – Declaring Night to Unite

Page 24 H. Resolution 2010-31 – Approving St. Francis Youth Hockey Association Premises Permit for Fat Boys Bar & Grill

Page 25 I. Accept Resignation Administrative Support I

Page 26-40 J. Approve Grant Contract with the State of Minnesota

New Business

7.0 Commission, Association and Task Force Reports

A. Planning Commission (**No Report**)

8:03 PM B. Park Commission

Page 41-48 1. 2011-2015 Parks CIP

8:13 PM C. Road Commission

Page 49-50 1. Interview Road Commission Applicant

Page 51-59 2. 2011-2015 Roads CIP

8.0 Department Reports

8:33 PM A. Engineer

Page 60-62 1. Res. 2010-32 Accepting Cedar Creek Pavilion Project

Page 63-67 2. Final Payment Project One Construction Cedar Creek Pavilion Project

Page 68-73 3. Pay Estimate #3 – Dresel Contracting – Wild Rice Drive

Page 74-78 4. Pay Estimate #3 – Municipal Builders – Whispering Aspen Well Project

B. Attorney (**No Report**)

9:00 PM C. Finance

- Page 79
- 9:05 PM Page 80-82
 - 1. Set 2011 Budget Work Meetings
 - D. Public Works (**No Report**)
 - E. Planning and Inspection/Code Enforcement
 - 1. Ordinance 26, Second Series, An Ordinance Amending Chapter 54 of the East Bethel City Code – Non Commercial Signs
 - F. Fire Department (**No Report**)
 - G. City Administrator
 - 1. Rescind Resolution 2010-29 Denying the Premise Permit for MN/USA Wrestling for Fat Boys Bar & Grill
- 9:10 PM Page 83-84
- 9.0 Other**
 - 9:15 PM A. Council Reports
 - 9:20 PM B. Other
 - 9:25 PM C. Closed Session – Discussion of Real Estate Purchase - Minn. Stat. Sec. 13D.05, subd. 3
- Page 85
- 9:45 PM **10.0 Adjourn**



City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 4.0 A

Agenda Item:

Elwyn Tinklenberg – Tinklenberg Group

Requested Action:

Informational Only

Background Information:

Mr. Tinklenberg will be present to report on activities and progress for TH 65 study money and Trail Funding

Attachment(s):

None

Fiscal Impact:

None at this time

Recommendation(s):

Informational Only

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 6.0 A-J

Agenda Item:

Consent Agenda

Requested Action:

Consider approving Consent Agenda as presented

Background Information:

Item A

Bills/Claims

Item B

Meeting Minutes, June 16, 2010 Regular City Council

Meeting minutes from the June 16, 2010 Regular City Council Meeting are attached for your review and approval.

Item C

Appoint 2010 Election Judges

Minnesota Statutes 204B.21, Subd. 2, Primary and General Election Judges, requires that the City Council appoint election judges. The appointments must be completed 25 days prior to the primary election (MS 204B.21, subd.2) which is August 10th. We have attached a list of primary election judges for your consideration. We have recruited election judges and have been provided the names of potential election judges from the respective political parties. Staff is recommending approval of the election judges identified on the roster.

Item D

Renew Recording Secretary Agreement

Over the past year, Ms. Jill Teetzel has served as the Recording Secretary for the Planning Commission, Road Commission and Park commission. As necessary, the recording secretary has provided services for City Council meetings and subcommittees recording and transcribing minutes of those meetings. The pay rate will continue at \$20.00 per clock hour to attend meetings and prepare minutes. A copy of the proposed agreement is included with your agenda materials.

Staff is recommending the City Council approve the Recording Secretary Agreement between the City of East Bethel and Ms. Jill Teetzel effective August 1, 2010.

Item E

Appoint Administrative Support Position

With the resignation of Ms. Lori Elfering, City Council directed staff to advertise and fill the Administrative Support Position for Public Works and Fire Departments. The position was advertised for two weeks in the Anoka Union, on the League of Minnesota Cities Web Site, and on the City's web site. We received 438 applications for the position. There were many qualified candidates. City staff identified twenty-two candidates with qualifications that met and/or exceeded the minimum requirements as well as having significant experience in the specific areas noted in the position description. Interviews were conducted with the twenty-two candidates on Friday, June 25 and Monday, June 28, 2010. Of those twenty candidates, five candidates were invited back for a second interview.

Ms. Janet Haapoja was identified as the top candidate. The necessary background and reference checks have begun. She has excellent administrative and organizational skills as well as experience in fire department specific software, Microsoft applications and municipal operations. Ms. Haapoja has over 20 years of Administrative Support experience serving the Centennial Fire District.

Staff recommends appointment of Ms. Janet Haapoja as the Administrative Support for Public Works and Fire at Grade 4, Step C subject to successful completion of the background and reference checks.

Item F

Change Order #1 – Project One Construction – Cedar Creek Pavilion

The original design for the pavilion included a storage area under the grill. The storage area was enclosed by two stainless steel doors. During the construction phase of the project staff further reviewed the need for the storage area. Staff determined that the storage area would not serve a significant purpose and had concerns about vandalism. The storage area and doors were eliminated from the plan. As shown on Change Order #1 eliminating the storage area and doors was a deduct of \$1,200.

Item G

Resolution 2010-30 – Declaring Night to Unite

Ms. Jill Hoffman with the Cedar-East Bethel Lions asked that Council consider adopting Resolution 2010-30 Declaring August 3, 2010 as Night to Unite (formally National Night Out). To recognize this event, Council has traditionally adopted a resolution declaring this event. A proposed resolution is presented for your approval and adoption.

Item H

Resolution 2010-31 – Approving St. Francis Youth Hockey Association Premise Permit For Fat Boys Bar & Grill

St. Francis Youth Hockey Association has made application for a premise permit for Fat Boys Bar & Grill. All application materials are complete. Staff checked with the State Gambling Control Board and there are no violations of state statute, state rule or city ordinance.

Staff is recommending Council adopt Resolution 2010-31 – Approving St. Francis Youth Hockey Association Premise Permit for Fat Boys Bar & Grill.

Item I

Resignation – Administrative Support I

On Tuesday, June 29, 2010, Ms. Grams submitted her resignation from the Administrative Support I position that serves the Building Inspections Department. Staff recommends

acceptance of the letter of resignation and direction to fill the position from the current pool of applications on file. A copy of the letter of resignation is included in your materials.

Item J

Approve Contract with the State of Minnesota – Energy Grant

This Grant Contract with the State of Minnesota Department of Commerce Office of Energy Security (OES) and the City of East Bethel is for the replacement of 60-400w Metal Halide rink lighting at the City’s ice arena. The total project cost is estimated at \$16,500 with the state grant of \$10,500, rebate from Connexus Energy of \$4,800 and the City match of \$1,200.

Staff recommends approval of the Energy Grant Contract with the State of Minnesota Department of Commerce Office of Energy.

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: _____



Bills to be Approved for Payment July 7, 2010	\$1,101,650.64
Electronic Payments	\$29,006.84
Payroll Fire Dept - June 15, 2010	\$7,768.75
Payroll City Council - June 24, 2010	\$1,552.82
Payroll City Staff - June 24, 2010	\$34,722.23

Total to be Approved for Payment July 7, 2010	\$1,174,701.28
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Approved by Council Member:

Steve Voss Kathy Paavola Greg Hunter Steve Channer Bill Boyer

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City of East Bethel

July 7, 2010

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Arena Operations	Bldg/Facility Repair Supplies	51160	Menards Cambridge	615	49851	48.06
Arena Operations	Bldgs/Facilities Repair/Maint		Connexus Energy	615	49851	21.32
Arena Operations	Bldgs/Facilities Repair/Maint	49529	Menards Cambridge	615	49851	149.61
Arena Operations	Bldgs/Facilities Repair/Maint	49536	Menards Cambridge	615	49851	393.96
Arena Operations	Electric Utilities		Connexus Energy	615	49851	722.09
Arena Operations	Gas Utilities	243268473	Xcel Energy	615	49851	94.28
Arena Operations	Refuse Removal	1248485	Walters Recycling, Inc.	615	49851	136.46
Arena Operations	Repairs/Maint Machinery/Equip	0045333-IN	R & R Specialities, Inc.	615	49851	153.00
Assessing	Professional Services Fees	2nd qtr 2010	Kenneth A. Tolzmann	101	41550	11,348.73
Building Inspection	Motor Fuels	173627	Egan Oil Company	101	42410	270.13
Building Inspection	Telephone	332373310-103	Nextel Communications	101	42410	21.93
Cedar Creek Natural History Ar	Buildings and Structures	53110	Project One Construction Inc.	407	45202	2,732.50
Cedar Creek Trail Project	Architect/Engineering Fees	3935	Northern Technologies, Inc	402	43124	1,930.00
Cedar Creek Trail Project	Legal Fees	62910	Randall and Goodrich, P.L.C.	402	43124	439.25
Central Services/Supplies	Office Equipment Rental		Loffler Companies, Inc.	101	48150	649.23
Central Services/Supplies	Office Equipment Rental	5896486-JN10	Pitney Bowes, Inc.	101	48150	137.10
Central Services/Supplies	Office Supplies	522387330001	Office Depot	101	48150	35.75
Central Services/Supplies	Office Supplies	521452843001	Office Depot	101	48150	37.18
Central Services/Supplies	Office Supplies	522684522001	Office Depot	101	48150	28.32
Central Services/Supplies	Office Supplies	5501317081	Pitney Bowes Inc.	101	48150	117.16
Central Services/Supplies	Postage/Delivery	62110	Reserve Account	101	48150	1,000.00
Central Services/Supplies	Small Tools and Minor Equip	10652	Wavs, Inc.	101	48150	967.22
Central Services/Supplies	Telephone	6998130	Integra Telecom	101	48150	229.56
City Administration	Telephone	2411389696	Verizon Wireless	101	41320	31.77
City Administration	Travel Expenses	63010	Douglas Sell	101	41320	200.00
City Clerk	Travel Expenses	61610	Wendy Warren	101	41430	20.00
Civic Events	Professional Services Fees	RG 0853650	Swank Motion Pictures, Inc.	227	45311	316.35
Cty HRA Grant Utility System	Architect/Engineering Fees	132844	Bolton & Menk, Inc.	228	22800	251,340.69
Cty HRA Grant Utility System	Professional Services Fees	16735	Nagell Appraisal & Consulting	228	22800	1,000.00
Fire Department	Bldg/Facility Repair Supplies	9268451839	Grainger	101	42210	235.57
Fire Department	Bldgs/Facilities Repair/Maint		Connexus Energy	101	42210	5.32
Fire Department	Conferences/Meetings	105	Grand Rapids Fire Convention	101	42210	150.00
Fire Department	Electric Utilities		Connexus Energy	101	42210	742.23
Fire Department	Employer Paid Expenses	62310	Mark DuCharme	231	42210	914.48
Fire Department	Gas Utilities	243268473	Xcel Energy	101	42210	218.58
Fire Department	Motor Fuels	173628	Egan Oil Company	101	42210	336.30
Fire Department	Motor Fuels	173627	Egan Oil Company	101	42210	429.74
Fire Department	Motor Fuels	62310	Mark DuCharme	101	42210	50.00
Fire Department	Motor Vehicles Parts	51510	Ron Stanley	101	42210	56.67
Fire Department	Personnel/Labor Relations	10TF0980	Taho Sportswear, Inc.	231	42210	545.20
Fire Department	Professional Services Fees	62210	City of East Bethel	231	42210	3,333.34
Fire Department	Refuse Removal	1248483	Walters Recycling, Inc.	101	42210	35.92
Fire Department	Repairs/Maint Machinery/Equip	32486	Emedded Systems, Inc.	101	42210	425.00
Fire Department	Safety Supplies	36933	Fire Safety USA, Inc.	101	42210	576.00
Fire Department	Shop Supplies	172715	Langford Tool & Drill	101	42210	486.28
Fire Department	Small Tools and Minor Equip	62310	Mark DuCharme	101	42210	95.00
Fire Department	Telephone	6998130	Integra Telecom	101	42210	143.51
Fire Department	Telephone	332373310-103	Nextel Communications	101	42210	122.75
Fire Department	Travel Expenses	62310	Mark DuCharme	101	42210	62.42
Fire Department	Travel Expenses	61510	Rodney Sanow	101	42210	462.50
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	7628	Great Northern Landscapes, Inc	101	41940	42.64
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	470477995	Cintas Corporation #470	101	41940	19.63

City of East Bethel

July 7, 2010

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
General Govt Buildings/Plant	Electric Utilities		Connexus Energy	101	41940	1,106.51
General Govt Buildings/Plant	Gas Utilities	243268473	Xcel Energy	101	41940	92.60
Legal	Legal Fees	62910	Randall and Goodrich, P.L.C.	101	41610	5,501.85
Mayor/City Council	Commissions and Boards	40238	Sunrise River WMO	101	41110	4,532.91
Mayor/City Council	Professional Services Fees	124159	Municipal Code Corp.	101	41110	400.00
Park Acquisition/Development	Architect/Engineering Fees	3935	Northern Technologies, Inc	404	40400	713.00
Park Acquisition/Development	Improvements Other Than Bldgs	45483	Menards Cambridge	404	40400	126.88
Park Acquisition/Development	Improvements Other Than Bldgs	47297	Menards Cambridge	404	40400	158.00
Park Acquisition/Development	Improvements Other Than Bldgs	44702	Menards Cambridge	404	40400	215.87
Park Acquisition/Development	Professional Services Fees	2010113	Minnesota/Wisconsin Playground	404	40400	650.00
Park Acquisition/Development	Shop Supplies	785266	GameTime	404	40400	66.79
Park Capital Projects	Park/Landscaping Materials	11912	Central Wood Products	407	40700	1,923.75
Park Capital Projects	Park/Landscaping Materials	9146	Smith Iron Works	407	40700	120.00
Park Maintenance	Bldg/Facility Repair Supplies	7579	Great Northern Landscapes, Inc	101	43201	221.23
Park Maintenance	Bldg/Facility Repair Supplies	216296	S & S Industrial Supply	101	43201	62.12
Park Maintenance	Clothing & Personal Equipment	470484742	Cintas Corporation #470	101	43201	45.81
Park Maintenance	Clothing & Personal Equipment	470474585	Cintas Corporation #470	101	43201	45.81
Park Maintenance	Clothing & Personal Equipment	470477996	Cintas Corporation #470	101	43201	45.81
Park Maintenance	Clothing & Personal Equipment	470481354	Cintas Corporation #470	101	43201	45.81
Park Maintenance	Clothing & Personal Equipment	470471061	Cintas Corporation #470	101	43201	45.81
Park Maintenance	Electric Utilities		Connexus Energy	101	43201	561.81
Park Maintenance	Equipment Parts	1971	Central Trailer Sales, Inc.	101	43201	10.69
Park Maintenance	Equipment Parts	FP137352	Crysteel Truck Equipment	101	43201	49.17
Park Maintenance	Equipment Parts	03 3032398	Isanti County Equipment	101	43201	7.90
Park Maintenance	Equipment Parts	183295	Lano Equipment, Inc.	101	43201	22.90
Park Maintenance	Equipment Parts	216778	S & S Industrial Supply	101	43201	5.84
Park Maintenance	General Operating Supplies	2223060	Dalco	101	43201	390.03
Park Maintenance	General Operating Supplies	47297	Menards Cambridge	101	43201	13.36
Park Maintenance	General Operating Supplies	33103	Menards Cambridge	101	43201	54.65
Park Maintenance	General Operating Supplies	1539-397720	O'Reilly Auto Parts	101	43201	56.18
Park Maintenance	Motor Fuels	173628	Egan Oil Company	101	43201	646.73
Park Maintenance	Motor Fuels	173627	Egan Oil Company	101	43201	368.36
Park Maintenance	Motor Vehicles Parts	306103	Isanti County Equipment	101	43201	120.56
Park Maintenance	Motor Vehicles Parts	03 3032397	Isanti County Equipment	101	43201	54.51
Park Maintenance	Motor Vehicles Parts	1539-396835	O'Reilly Auto Parts	101	43201	35.53
Park Maintenance	Office Supplies	521574577001	Office Depot	101	43201	17.99
Park Maintenance	Other Equipment Rentals	38147	Jimmy's Johnnys, Inc.	101	43201	389.63
Park Maintenance	Other Equipment Rentals	37757	Jimmy's Johnnys, Inc.	101	43201	1,127.05
Park Maintenance	Park/Landscaping Materials	H32242	Federated Co-ops	101	43201	179.07
Park Maintenance	Professional Services Fees	40330	Jill Teetzel	101	43201	55.00
Park Maintenance	Repairs/Maint Machinery/Equip	5159	Mork Well Company, Inc.	101	43201	394.99
Park Maintenance	Safety Supplies	72057	Metro Products, Inc.	101	43201	66.26
Park Maintenance	Safety Supplies	54188889	Zee Medical Service	101	43201	15.45
Park Maintenance	Small Tools and Minor Equip	216157	S & S Industrial Supply	101	43201	199.40
Park Maintenance	Telephone	6998130	Integra Telecom	101	43201	52.60
Park Maintenance	Telephone	332373310-103	Nextel Communications	101	43201	87.76
Payroll	Insurance Premium	4443983	Delta Dental	101		1,077.05
Payroll	Insurance Premium	7012010	Fort Dearborn Life Insurance	101		1,179.33
Payroll	Insurance Premium	20888321	Medica Health Plans	101		7,358.93
Payroll	Insurance Premium	4362710	MN NCPERS Life Ins	101		144.00
Planning and Zoning	Legal Fees	62910	Randall and Goodrich, P.L.C.	864		740.00
Planning and Zoning	Legal Fees	61710	Randall and Goodrich, P.L.C.	864		95.00

City of East Bethel

July 7, 2010

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Planning and Zoning	Legal Notices	IQ 01770399	ECM Publishers, Inc.	101	41910	51.25
Planning and Zoning	Professional Services Fees	40330	Jill Teetzel	101	41910	20.00
Planning and Zoning	Telephone	332373310-103	Nextel Communications	101	41910	21.93
Police	Professional Services Fees		Gratitude Farms	101	42110	452.50
Recycling Operations	Electric Utilities		Connexus Energy	226	43235	119.49
Recycling Operations	Gas Utilities	243268473	Xcel Energy	226	43235	50.85
Recycling Operations	Hazardous Waste Disposal	2025690	OSI Environmental, Inc.	226	43235	90.00
Recycling Operations	Refuse Removal	1248484	Walters Recycling, Inc.	226	43235	244.18
Sewer Operations	Bldgs/Facilities Repair/Maint		Connexus Energy	602	49451	24.53
Sewer Operations	Chemicals and Chem Products	3124025 RI	Hawkins, Inc	602	49451	10.00
Sewer Operations	Chemicals and Chem Products	3123524 RI	Hawkins, Inc	602	49451	647.07
Sewer Operations	Electric Utilities		Connexus Energy	602	49451	700.83
Sewer Operations	Electric Utilities		Connexus Energy	602	49451	38.88
Sewer Operations	Legal Fees	61710	Randall and Goodrich, P.L.C.	602	49451	185.25
Sewer Operations	Legal Fees	62910	Randall and Goodrich, P.L.C.	602	49451	158.50
Street Capital Projects	Architect/Engineering Fees	3935	Northern Technologies, Inc	406	40600	327.00
Street Capital Projects	Street Maint Services	14255	Allied Blacktop Co.	406	40600	123,600.00
Street Maintenance	Bldg/Facility Repair Supplies	216296	S & S Industrial Supply	101	43220	62.13
Street Maintenance	Bldgs/Facilities Repair/Maint	470471061	Cintas Corporation #470	101	43220	26.48
Street Maintenance	Bldgs/Facilities Repair/Maint	470477996	Cintas Corporation #470	101	43220	26.48
Street Maintenance	Bldgs/Facilities Repair/Maint	470484742	Cintas Corporation #470	101	43220	26.48
Street Maintenance	Bldgs/Facilities Repair/Maint	470481354	Cintas Corporation #470	101	43220	26.48
Street Maintenance	Bldgs/Facilities Repair/Maint	470474585	Cintas Corporation #470	101	43220	26.48
Street Maintenance	Bldgs/Facilities Repair/Maint		Connexus Energy	101	43220	21.29
Street Maintenance	Clothing & Personal Equipment	470481354	Cintas Corporation #470	101	43220	45.86
Street Maintenance	Clothing & Personal Equipment	470471061	Cintas Corporation #470	101	43220	45.86
Street Maintenance	Clothing & Personal Equipment	470484742	Cintas Corporation #470	101	43220	45.86
Street Maintenance	Clothing & Personal Equipment	470477996	Cintas Corporation #470	101	43220	45.86
Street Maintenance	Clothing & Personal Equipment	470474585	Cintas Corporation #470	101	43220	45.86
Street Maintenance	Electric Utilities		Connexus Energy	101	43220	1,504.86
Street Maintenance	Equipment Parts	FP137352	Crysteel Truck Equipment	101	43220	49.18
Street Maintenance	Equipment Parts	183295	Lano Equipment, Inc.	101	43220	23.00
Street Maintenance	Gas Utilities	243268473	Xcel Energy	101	43220	63.33
Street Maintenance	General Operating Supplies	2223060	Dalco	101	43220	42.03
Street Maintenance	Heavy Machinery	10069874	Aspen Equipment	701	43220	63,749.87
Street Maintenance	Heavy Machinery	V242002756	I State Truck Center	701	43220	70,321.86
Street Maintenance	Legal Notices	4387481	Reed Business Information	101	43220	46.00
Street Maintenance	Motor Fuels	173628	Egan Oil Company	101	43220	1,603.87
Street Maintenance	Motor Fuels	173627	Egan Oil Company	101	43220	159.62
Street Maintenance	Personnel/Labor Relations	62110	Allina OccMed	101	43220	65.00
Street Maintenance	Professional Services Fees	40330	Jill Teetzel	101	43220	45.00
Street Maintenance	Refuse Removal	1248482	Walters Recycling, Inc.	101	43220	244.18
Street Maintenance	Safety Supplies	54188889	Zee Medical Service	101	43220	15.45
Street Maintenance	Sign/Striping Repair Materials	91659-IN	Earl F. Anderson, Inc.	101	43220	261.42
Street Maintenance	Street Maint Materials	74432	Commercial Asphalt Co.	101	43220	308.40
Street Maintenance	Street Maint Materials	74433	Commercial Asphalt Co.	101	43220	149.63
Street Maintenance	Street Maint Materials	74457	Commercial Asphalt Co.	101	43220	305.39
Street Maintenance	Street Maint Materials	74498	Commercial Asphalt Co.	101	43220	37.41
Street Maintenance	Street Maint Materials	74497	Commercial Asphalt Co.	101	43220	180.35
Street Maintenance	Telephone	6998130	Integra Telecom	101	43220	52.60
Street Maintenance	Telephone	332373310-103	Nextel Communications	101	43220	87.96
Water Utility Operations	Bldgs/Facilities Repair/Maint		Connexus Energy	601	49401	26.67

City of East Bethel

July 7, 2010

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Water Utility Operations	Electric Utilities		Connexus Energy	601	49401	628.46
Water Utility Operations	Gas Utilities	40330	CenterPoint Energy	601	49401	24.01
Water Utility Operations	Park/Landscaping Materials	H32242	Federated Co-ops	601	49401	94.43
Water Utility Operations	Professional Services Fees	50469	Gopher State One-Call	601	49401	13.05
Water Utility Operations	Professional Services Fees	76188	Utility Consultants, Inc.	601	49401	492.50
Whispering Aspen Well Project	Improvements Other Than Bldgs	Pay Est 3	Municipal Builders, Inc.	432	43200	36,161.18
Wild Rice Drive	Architect/Engineering Fees	PAI00018795I	MN Dept of Transportation	402	43123	74.75
Wild Rice Drive	Improvements Other Than Bldgs	Pay Est 3	Dresel Contracting, Inc.	402	43123	480,378.78
Wild Rice Drive	Professional Services Fees	3939	Northern Technologies, Inc	402	43123	1,494.00
						\$1,101,650.64
Electronic Payments - Payroll						
			PERA			\$6,113.65
			Federal Withholding			\$5,458.38
			Medicare Withholding			\$1,892.28
			FICA Tax Withholding			\$7,966.96
			State Withholding			\$2,347.84
			MSRS			\$5,227.73
						\$29,006.84

EAST BETHEL CITY COUNCIL MEETING

June 16, 2010

The East Bethel City Council met on June 16, 2010 at 7:30 PM for their regular meeting at City Hall.

MEMBERS PRESENT: Bill Boyer Steve Channer Greg Hunter
Kathy Paavola Steve Voss

ALSO PRESENT: Douglas Sell, City Administrator
Tammy Schutta, Asst. City Administrator/HR Director
Jerry Randall, City Attorney
Craig Jochum, City Engineer

Call to Order **The June 16, 2010 City Council meeting was called to order by Mayor Hunter at 7:30 PM.**

Adopt Agenda **Voss made a motion to adopt the June 16, 2010 City Council agenda. Paavola seconded; all in favor, motion carries.**

Sheriff's Report Sell said Lieutenant Orlando said the custodial arrests/significant arrests for the month of May 2010 as follows:

05-11-10 - Felony DUI/ Possess Controlled Substance - Deputies were called on a female who reported being held by her boyfriend against her will. Upon arrival it was learned that the female was not being held against her will, but the boyfriend was under the influence of narcotics. The boyfriend, who had been driving, failed all field sobriety tests and agreed to take a blood test. He was also found to be in possession of a 5th degree controlled substance.

05-14-10 - 5th Degree Domestic Assault - Deputies were dispatched to a call of a domestic assault that had just occurred. Upon arriving the girlfriend advised her live-in boyfriend of five years came home drunk and was acting belligerent. She advised he grabbed her and threw her up against a wall in the laundry room. There was an overturned laundry cart in the room. She advised she was in fear for her safety. The boyfriend was arrested.

05-15-10 - Personal Injury Accident - Deputies were dispatched to a motorcycle personal injury accident. Upon arrival they found that a motorcycle had been traveling south on East Bethel Blvd at a high rate of speed. The driver lost control when entering a curve and crossed into the north bound lane of traffic, colliding with a Dodge Ram pickup. The driver of the motorcycle was airlifted to HCMC, with severe head trauma.

05-15-10 - 5th Degree Domestic Assault / Criminal Damage to Property - Deputies were called by a mother regarding her adult son being drunk and out of control. She fled to the neighbor's house to call, after he broke down a door. Deputies arrived to see the son arguing with his mother in the yard. The male was extremely intoxicated and belligerent. The male was arrested and taken to jail.

05-29-10 - 1st Degree Assault - Deputies were called by a male reporting he was stabbed by a female. The male had been stabbed in the back and on the face. The female was mad at the male for allegedly taking a credit card of hers. The male denied taking the card and the

female grabbed a knife stabbing him. The female was arrested. The male sustained non life threatening injuries.

Lieutenant Orlando said domestic calls (non-crime) for the month were twenty (20) and DWI arrests for this month were five (5).

Hunter asked did the motorcycle guy live. Lieutenant Orlando said as far as she knows he made it. Paavola asked did he have a helmet on. Lieutenant Orlando said as far as she knows, yes. Hunter asked did we get our new patrol car yet. Lieutenant Orlando said she will check. Channer said there was a big accident in Ham Lake about a week ago, northbound around Constance. Hunter said it was about a week and a half ago. Channer said they were out there diverting traffic. Hunter said it was around 4:30-5:00 p.m. Channer said it was a weekday; there were around ten (10) fire trucks/ambulances, etc. He asked do you know what happened. Lieutenant Orlando said no, she doesn't track stuff in Ham Lake much. She said she can find out.

Public
Hearing –
Ordinance 23,
Second Series
– Amending
Appendix A,
Zoning of the
East Bethel
City Code

Sell explained that at the May 5, 2010 City Council meeting, City Council approved Ordinance 19, Second Series, An Ordinance Amending Appendix A, Zoning of the City of East Bethel City Code with the exception of the section relating to lot sizes when lot sizes have been reduced for public dedication or donation. At the May 19, 2010 City Council meeting, staff presented a proposed change and Council indicated consensus. The City Attorney advised that a public hearing was in order and that the City Council could conduct the public hearing rather than referring the matter back to the Planning Commission. A public hearing was advertised in the City's official newspaper on June 4, 2010 for 7:00 PM on June 16, 2010 to consider Ordinance #23.

The proposed changes were provided in your agenda materials. Staff recommends City Council conduct a public hearing relating to Ordinance 23, Second Series, An Ordinance Amending Appendix A, Zoning, of the East Bethel City Code.

Adoption of this ordinance is scheduled under Item 9.0 E.2 of this agenda.

Hunter opened the public hearing. He said any one that is present and wishes to comment on Ordinance 23, please come forward and state your name and address for the record. There was no one that came forward, so the public hearing was closed.

Channer said he is still a little confused on the verbiage, but it has been substantially reduced. Boyer said it is the amount of the thing. Channer said but if you are left with an acre you get to figure density on three acres. Randall said we had to figure a break even point, and that was an arbitrary decision. Randall said we looked at how many things you could do on a lot of that size. Channer said he is thinking about on a two (2) acre lot and it was reduced by an acre and a half. Randall said and as a practical matter if you are going to take an acre and a half, you would normally take the whole thing.

Channer said we are obviously using some standard language we pulled from somewhere else. Randall no, we made this up ourselves. Channer said let's see what happens and if we need to change it. Boyer said in his mind we were talking about when we requiring extra road easement, or something along those lines. Channer said he was thinking about those areas by Coon Lake Beach or places like that. He said he knows where we are coming from, but he had to talk through it.

- Hunter opened the Public Forum for any comments or concerns that were not listed on the agenda. There were no comments so the Public Forum was closed.
- Boyer made a motion to approve the Consent Agenda including: A) Approve Bills; B) Meeting Minutes, June 2, 2010, Regular Meeting; C) June 2, 2010 Work Meeting Minutes; D) Approve Cigarette License, MaryAnn Schumacher, Coon Lake Market; E) Approve Gambling Permit; F) Seasonal Employee – Public Works. Voss seconded; all in favor, motion carries.**
- Sell explained that the unapproved meeting minutes Meeting minutes from the May 12th Park Commission are provided for your review and information.
- Sell explained that Mr. Landborg has a current letter of credit (LOC) in the amount of \$193,900 that expires on July 1, 2010. The LOC was provided as a requirement of the Mining Performance Agreement, which was executed for a project on the northwest corner of Trunk Highway 65 and County Road #22. The LOC was required to guarantee the grading, replacement of topsoil, seed restoration of the site and, to guarantee no impacts to neighboring wells and wetlands.
- Mr. Landborg has requested a reduction in the LOC amount. In accordance with Section 12, Security, of the Mining Performance Agreement, the LOC may be reduced to \$54,000 upon completion and acceptance by the City of the grading and replacement of topsoil. The remainder of the LOC, \$54,000, must remain in place until September 1, 2011 to guarantee no impacts to neighboring wells and wetlands.
- The City Engineer has reviewed the project grading and restoration and has found the work acceptable. The City Engineer and the Anoka Conservation District have also reviewed the latest water monitoring reports. Both the City Engineer and the Anoka Conservation District concur that the groundwater levels have returned to the elevations that existed prior to the start of the dewatering and mining operation.
- Staff is recommending approval of a reduction in the LOC from \$193,000 to \$54,000 per the Mining Performance Agreement dated September 9, 2008. This approval would be subject to Mr. Landborg providing a replacement LOC in the amount of \$54,000 on or before June 23, 2010.
- Voss asked how you came up with the \$54,000. Jochum said it was in the agreement. Randall said it was a total of about four different items. Jochum said he thinks it was a percentage.
- Voss made a motion to approve the reduction of Letter of Credit (LOC) for Magda Properties, project at TH 65 and County Road 22, from \$194,000 to \$54,000 per the Mining Performance Agreement dated September 9, 2008 subject to the replacement LOC being provided on or before June 23, 2010. Paavola seconded; all in favor, motion carries.**
- Sell explained that the code enforcement report is provided for your review and information. Boyer asked about the Dahlia Street property. Sell said it is in court, and he thinks the property owner has until sometime this month to dispose of building or the City will dispose of it for him. .

- Ord. 23, Second Series, Amending Appendix A, Zoning of the East Bethel City Code
- Sell explained that earlier this evening, City Council held a public hearing for Ordinance 23, Second Series, an Ordinance Amending Appendix A, Zoning, of the East Bethel City Code, on an exception to lot sizes in instances when lot sizes have been reduced for donation purposes for a public use or a taking by the City, County, or State for a public purpose. A copy of the proposed ordinance was included in your agenda materials
- Staff recommends approval Ordinance 23, Second Series, An Ordinance Amending Appendix A, Zoning, of the East Bethel City Code.
- Boyer made a motion to adopt Ordinance 23, Second Series, Amending Appendix A, Zoning of the East Bethel City Code. Paavola seconded; all in favor, motion carries.**
- Summary of Ord. 23, Second Series
- Sell explained that with the adoption of Ordinance 23, Second Series, the City is required to publish the ordinance or a summary of the ordinance. A copy of the summary was included with your agenda materials.
- Staff recommends adoption of the Summary of Ordinance 23, Second Series, An Ordinance Amending Appendix A, Zoning, of the East Bethel City Code and direction to publish in the City's official newspaper.
- Boyer made a motion to adopt the Summary of Ordinance 23, Second Series, Appendix A, Zoning of the East Bethel City Code and direction to publish in the City's official newspaper. Voss seconded; all in favor, motion carries.**
- Ord. 24, Second Series, Establishing Regulations and Licensing for Massage Businesses
- Sell explained that on April 5, 1989, City Council adopted Ordinance 148, Regulating Massage Parlors, Sauna, Etc. and Providing for the Licensing. A copy of this ordinance was included with your agenda materials for reference.
- The purpose of Ordinance 24, Second Series is to prohibit massage businesses and services to the public except those licensed as therapeutic massage enterprises and massage therapists as provided for in the original ordinance #148. The licensing regulations prescribed in the proposed ordinance prevent criminal activity and protects the health and welfare of the community. Ordinance 24, Second Series was included with your agenda materials for reference. The changes to the original ordinance were identified in your agenda materials and incorporate the comments of the City Attorney and the recommendations of the League of Minnesota Cities.
- Staff recommends approval Ordinance 24, Second Series, An Ordinance Amending the East Bethel City Code by Establishing Regulations and Licensing for Massage Businesses.
- Boyer made a motion to approve Ordinance 24, Second Series, Establishing Regulations and Licensing for Massage Businesses. Paavola seconded.** Boyer said for public information, this was last written in 1989 so this is part of the cities efforts to update the older ordinances, this was rewritten. **All in favor, motion carries.**
- Summary of Ord. 24, Second Series
- Sell explained that with the adoption of Ordinance 24, Second Series, the City is required to publish the ordinance or a summary of the ordinance. A copy of the summary was included with your agenda materials.
- Staff recommends adoption of the Summary of Ordinance 24, Second Series, An Ordinance

Amending the East Bethel City Code by Establishing Regulations and Licensing for Massage Businesses.

Boyer made a motion to adopt the Summary of Ordinance 24, Second Series, An Ordinance Amending the East Bethel City Code by Establishing Regulations and Licensing for Massage Businesses and direction to publish in the City's official newspaper. Paavola seconded; all in favor, motion carries.

Fire Dept.
Reports

Sell explained that the monthly Fire Department reports are provided for your review and information. Voss asked did they talk about not handing out candy at parades and the sirens at parades. Channer said yes, the really loud siren has injured people at the parade and the when they throw candy at the parades kids have gotten injured. He said also every time the vehicle moves people are supposed to check it.

MN/USA
Wrestling
Premises
Permit
Application

Sell explained that on June 4, 2010 the City received an application for a "Gambling Premises Permit" from MN/USA Wrestling, Inc. for a charitable gambling operation located at Fat Boys Bar and Grill, 21383 Ulysses Street NE, East Bethel, Minnesota. This is not an application for a gambling license as all gambling licenses are issued by the State of Minnesota. The City only has input as it relates to the Premises Permit. It is our understanding that MN/USA Wrestling, Inc. has applied for a received approval to renew their gambling permit with the state that is applicable to all gambling sites/locations they operate in Minnesota. However, the organization is required to obtain a Resolution of Support from the City Council in the City they are operating.

The application for the Premises Permit requires the organization to disclose any violations of State Statute, State Rules or City Ordinances related to gambling within the last three years. MN/USA Wrestling, Inc. identified a single violation that occurred in Minneapolis for which they were fined \$100. The violation, according to their application, was for an "illegible signature."

Upon further investigation with the Charitable Gambling Board, it was discovered that in the past three years, this organization has been cited for four violations dating back to July 16, 2009. The citations were written by the Minneapolis Police Department based on routine inspections of various gambling operations. The citations were at four different locations, included minor violations, and, involved penalties totaling \$600.

Pursuant to City Code, the permit application should have been submitted at least 90 days before a change to the premises permit. The change to the premises permit which triggers the request for support to the premises permit by the City was signed on May 21, 2010. The application for support should have been received no later than February 21, 2010. Notwithstanding the late application for a resolution of support for the premises permit from the City, the City Council is not permitted to approve or take affirmative action on the request as the organization has had multiple violations "of state statute, state rule, or city ordinance relating to gambling within the last three years." This is from Section 42-193, (e) (1)) of City Code. The complete section was provided with your agenda materials along with copies of the violations.

Staff is seeking direction on Resolution 2010-29 either approving or denying support of the premises permit for charitable gambling operations by Minnesota/USA Wrestling Inc. at Fat Boys Bar and Grill.

Boyer made a motion to adopt Resolution 2010-29 Denying Support of the Premise Permit for Charitable Gambling Operations by Minnesota/USA Wrestling Inc. at Fat Boys Bar & Grill. Channer seconded. Hunter asked are you making this motion based on the violations. Boyer said yes, there is not much to discuss there are four (4) violations here. He said he thinks they also might have trouble meeting the trade area.

Voss said he wants to point out that the violations are pretty petty. He said he thinks the intent when we wrote this was more serious in terms of offenses. Voss said this organization has 500 outlets and four (4) citations; it is a little different than an organization that has two (2) outlets and four (4) citations. He said the way it is written now is just a violation. Sell said yes, that is the way it is written now. **Hunter and Voss, nay; Boyer, Channer and Paavola, aye, motion carries.**

Ord. 25,
Second Series,
Amending
Chapter 18
Businesses,
Article IV,
Regulating the
Sale of
Tobacco

Sell explained that City Code regulating tobacco licensing was last updated in 2003. Many areas of Article IV, Regulating the sale of tobacco are out-of-date. Staff reviewed several other city ordinances including the Cities of Ramsey, Fridley, Blaine, Mounds View, Elk River and North St. Paul. In addition, staff received input from Mr. Pete Regnier the attorney that recently represented the city in a tobacco ordinance violation trial and from the League of Minnesota Cities. From that review, staff has created an updated ordinance for review and consideration. A copy of this proposed ordinance is included with this agenda write-up.

The updated and changed section have been identified by underline and strike through to the proposed ordinance and include changes in the following sections:

The Purpose was amended incorporating changes that identify the seriousness of minors use of tobacco, the health problems related to that use; and, the intent to prevent minors from starting to smoke as provided for in Minnesota Statutes, 144.391.

Definitions were updated with the inclusion of Exclusive tobacco stores; self-service merchandising; and, an updated definition for vending machines.

Licensing was amended to include posting of a notice at exclusive tobacco stores; license transfer previously addressed under "Term" making it clear that a license is not transferable; movable place of business; the licensee is now required to educate employees who will be selling tobacco on the City requirements and state law and requires the licensee to keep on file documentation that the employees have been educated on such requirements and laws; and, specifies situations and the process to request a refund.

Compliance sales is amended further identifying who will be used in compliance checks; setting a uniform standard to be used when performing a compliance check; and what is expected of the minor in the course of a compliance check.

Other illegal acts is amended to add exclusive tobacco stores.

Administrative civil penalties for licensees is amended to allow the licensee to request that a portion of the civil fine be waived by performing community service. Further, it places a time constraint for performing the community service within sixty (60) days of the action by the City Council.

Exceptions and defenses is amended to allow for state law changes.

Self service is added as the City Code did not address this type of sale. It would now be unlawful to sell tobacco products by self-service.

Boyer made a motion to adopt Ordinance 25, Second Series, Amending Chapter 18, Businesses, Article IV, Regulating the Sale of Tobacco. Paavola seconded. Hunter, nay; Boyer, Channer, Paavola and Voss, aye; motion carries.

- Summary of Ord. 25, Second Series, Amending Chapter 18, Businesses, Article IV, Regulating the Sale of Tobacco

Sell explained that with the adoption of Ordinance 2, Second Series, the City is required to publish the ordinance or a summary of the ordinance. A copy of the summary was included with your agenda materials.

Staff recommends adoption of the Summary of Ordinance 25, Second Series, Amending Chapter 18, Businesses, Article IV, Regulating the Sale of Tobacco and direction to publish.

Boyer made a motion to adopt the Summary of Ordinance 25, Second Series, Amending Chapter 18, Businesses, Article IV, Regulating the Sale of Tobacco and direction to publish in the City’s official newspaper. Voss seconded; all in favor, motion carries.

- Great River Energy

Sell said he received an e-mail from a representative from Great River Energy (GRE) who indicated that they will have proposal to Council soon. He said they understand the process now. Sell said when they get a proposal in, Council will have an opportunity to put together a work group and work with them

- Vandalism

Paavola said we have had some vandalism and break-ins at Coon Lake Beach. She said people either need to store their cars in their garage, or need to not store all their valuables in their cars. Paavola said one kid got a \$1,000 worth of stuff taken from his car. She said this is just a reminder; don’t leave your stuff in your car. Paavola said she talked to Lieutenant Orlando tonight and the deputies will try to get more patrols out there in the evening.

- Throwing Candy at Parade

Paavola said she has a question about throwing candy at the parade. She said is this something we will be looking at for our parade. Paavola said in terms of the city vehicles we should have plenty of staff to walk down the parade route and hand it out.

- Damage to Equipment at Coon Lake Beach Comm. Ctr. Park

Boyer said he has a question for staff. He said he let staff know that there was damage to the recreational equipment at the Coon Lake Beach Community Center and he hasn’t heard back on it. Boyer said he knows it hasn’t been repaired. Paavola said it happened when the slide was put up. Boyer said the kids played on it before the concrete set. Paavola said it was supposed to be taken care of but the weather hasn’t cooperated. Boyer said we need to repair it.

- Park Meetings

Boyer said we have been holding our Park Commission meetings at neighborhood parks. He said our last meeting was at the Rod and Norma Smith park and we had 10-15 residents show up. Boyer said it is a great way to get community participation.

- Fire Fighter’s Dance

Channer said he was at fire department staff meeting and the fire fighters will be starting to sell tickets for their dance on July 17, 2010, the night of Booster Day. He said all they charge is \$2, but it is more at the door. Channer said this is the last year you will see the band High Noon there, they are busting up after this. He said you should buy early and buy often. Hunter said so if someone is hearing this and hasn’t seen a fire fighter, how can they get a ticket. Channer said you can contact Troy Lashinski. Sell said or call the Fire Chief at

763-367-7885, one way or another we will get a fire fighter to contact them.

Adjourn

Boyer made a motion to adjourn at 8:10 PM. Paavola seconded; all in favor, motion carries.

Attest:

Wendy Warren
Deputy City Clerk

DRAFT

Election Judge Roster
Primary Election August 10, 2010
Agenda item 6.0 C July 7, 2010

This roster of Election Judges as attached to and made part of the meeting minutes for the July 7, 2010 City Council Meeting minutes.

Barbara Behm **Head Judge - Precinct 1**

Barbara Vangsness
Beverly Lero
Bonnie Foyt
Candice Koski

Michael Whalen **Asst. Judge - Precinct 1**

Muriel Maskalans
Penelope Berens
Polly Anderson
Ray Domogalla
Ron Hance

Gloria Nesenson **Head Judge - Precinct 2**

Janette Domogalla
Kathleen Emond
Kermit K. Kirkevold
LeAnn Slanga
Marlene Collen
Mary Cardey
Melissa Globensky

Sherri Anderson **Asst. Judge - Precinct 2**

Teri Nicholas
Trieste Fay
William Abler

Carla Kirpach **Head Judge - Precinct 3**

Asst. Judge Precinct 3

Candice Koski
Debra Melander
Marlene Collen
Mary Cardey
Muriel Maskalans
Polly Anderson
Teri Nicholas
Trieste Fay

Tammy Schutta **Alternate**

Recording Secretary Agreement

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

Section 1. Scope of Services and Responsibilities.

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

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

Section 2. Time of Performance. Recording Secretary shall commence August 1, 2010 and end July 31, 2011, unless terminated sooner by either party.

Section 3. Compensation.

1. The City of East Bethel shall pay Recording Secretary the sum of \$20 per clock hour

worked for the term of this Agreement.

2. Except as otherwise provided for in this Agreement, the City of East Bethel shall not provide any additional compensation, payment, service or other thing of value to the Recording Secretary in connection with performance of Agreement duties.

Section 4. Method and Time of Payment.

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

City of East Bethel
City Administrator
2241 221st Ave NE
East Bethel, MN 55011

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

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

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

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

Section 9. Relationship to the City. The services to be rendered under this Agreement are those of an independent contractor (Recording Secretary). The Recording Secretary will not at any time directly or indirectly act as an agent or employee of the City of East Bethel or make any commitments or incur any liabilities on behalf of the City of East Bethel.

For the City of East Bethel:

Mayor

City Administrator

Date

For Recording Secretary:

Recording Secretary

Date

DRAFT

CITY OF EAST BETHEL CHANGE ORDER #1

Contractor: Project One Construction, Inc.
Address: 21068 West Brook Drive
Cold Spring, MN 56320

City Project: Cedar Creek Ecosystem Science Reserve Picnic Shelter

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the Work as altered by the following provisions.

Change Order #1 includes eliminating the stainless steel cabinet doors shown on the Sheet A-101 of the Construction Plans. The cost of the cabinet doors is included in the Lump Sum amount for **Alternate Bid 1 – Construct Grill and Chimney**. Alternate Bid 1 will be revised as follows:

Alternate Bid 1 – Construct Grill and Chimney

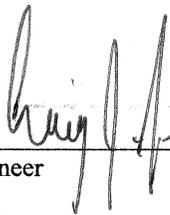
Item	Description	Estimated Quantity	Unit	Unit Price	Extension
3	Addition of the Grill and Chimney	1	LS	\$22,770.00	\$22,770.00

Eliminate Stainless Steel Cabinet Doors	-\$1,200.00
Revised Alternative Bid 1	= \$21,570.00

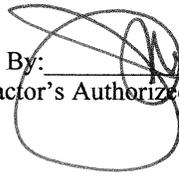
CHANGE IN CONTRACT TIME

Due to this change the Contract Time:

- a. Is increased () by _____ Working Days
- Is decreased () by _____ Working Days
- Is increased () by _____ Calendar Days
- Is decreased () by _____ Calendar Days
- b. Is not changed (X)
- c. May be revised if the work affected the controlling operation ()

Issued By:  _____ 6/14/10
City Engineer Date

Approved By: _____
City Administrator Date

Accepted By:  _____ 6/15/10
Contractor's Authorized Representative Date

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

RESOLUTION NO. 2010-30

RESOLUTION PROCLAIMING AUGUST 3, 2010 AS NIGHT TO UNITE

WHEREAS, The Minnesota Crime Prevention Association (MCPA) is sponsoring a unique, crime, drug and violence prevention program on August 3, 2010 entitled "Night To Unite"; and

WHEREAS, the "Night to Unite" provides a unique opportunity for East Bethel to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, East Bethel residents play a vital role in assisting the Anoka County Sheriffs Office through joint crime, drug and violence prevention efforts in the City of East Bethel and is supporting "Night to Unite 2010" locally; and

WHEREAS, it is essential that all citizens of East Bethel be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in East Bethel; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "Night to Unite" program;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA that we hereby call upon all citizens of East Bethel to join the Anoka County Sheriffs Office and the Minnesota Crime Prevention Association in supporting the "Night to Unite" on August 3, 2010.

BE IT FURTHER RESOLVED THAT, the City of East Bethel hereby proclaims Tuesday August 3, 2010 as "Night to Unite" in East Bethel.

Adopted by the East Bethel City Council on this 7th day of July, 2010.

CITY OF EAST BETHEL

Greg Hunter, Mayor

ATTEST:

Douglas Sell, City Administrator

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

RESOLUTION NO. 2010-31

**RESOLUTION RECOMMENDING APPROVAL OF THE
GAMBLING PREMISES PERMIT FOR St. FRANCIS YOUTH HOCKEY ASSOCAITON**

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

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

Adopted this 7th day of July, 2010 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Greg Hunter, Mayor

ATTEST:

Douglas Sell, City Administrator



Application for Approval of State Gambling Premises Permit

Applicant Information

Organization Name	ST FRANCIS YOUTH HOCKEY ASSOCIATION
Name of Leased Premises	FATBOY'S BAR + GRILL
Street Address	PO Box 181
City ST ZIP Code	EAST BETHEL, MN, 55011
Work Phone	763-913-7395 763-238-2331
E-Mail Address	SHARPTAILGUY@AOL.COM
License Number	D3126
Check all activities that will be conducted:	<input checked="" type="checkbox"/> Pull-Tabs <input type="checkbox"/> Pull-tabs w/dispensing device <input checked="" type="checkbox"/> Tipboards <input checked="" type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel w/table <input checked="" type="checkbox"/> Bingo <input checked="" type="checkbox"/> 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 OFFER THE YOUTH OF THE COMMUNITY THE OPPORTUNITY TO DEVELOP THEIR HOCKEY SKILLS IN A TEAM ENVIRONMENT AND DEVELOP THOSE SKILLS TO THE HIGHEST LEVEL

2) Area and Population served EAST BETHEL, BETHEL, ST FRANCIS, OAK GROVE, NORTHEN

3) Services your organization will/does offer LEARN TO SKATE, HOCKEY DEVELOPMENT, TEAM SKILLS AND NEW FRIEND DEVELOPMENT.

4) Has your organization had a violation of any state statute, state rule or city ordinance relating to gambling within the last three years (If yes, please indicate dates and describe violation, and what was the penalty) NONE

5) Other Pertinent Information WE ALSO SPONSOR A S.K.A.T.E. PROGRAM, WHERE WE PROMOTE AND REWARD OUR MEMBERS THAT CARRY A 3.0 OR BETTER GRADE AVERAGE. 95% OF MONIES RAISED STAYS IN THIS COMMUNITY

Proposed Lawful Purpose Expenditures

Organization, Individual or Institution Name	Street Address	Phone
City of East Bethel	2241 221st Ave NE East Bethel, MN 55011	763-367-7840
Dave's Sport Shop	1001 East Moore Lake #200 Fridley, MN 55438	763-571-4110

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)	William S. Karas
Signature	<i>William S. Karas</i>
Title	CEO
Date	6-28-2010

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

LG215 Lease for Lawful Gambling Activity

Check applicable item:

- 1. **New application.** Submit lease with new premises permit application.
- 2. **New owner.** Effective date _____ Submit new lease **within 10 days** after new lessor assumes ownership.
- 3. **New lease. (Do not submit existing lease with amended changes).**
Date that changes will be effective. Submit changes at least 10 days before the effective date of the change.

Organization name ST. FRANCIS YOUTH HOCKEY		Address P.O. BOX 181 ST. FRANCIS, MN 55070		License number 03126-009	Daytime phone 763-913-7395
Name of leased premises FAT BOYS BAR & GRILL	Street address 21383 WYSEES ST. NE	City EAST BETHEL	State MN	Zip 55011	Daytime phone 763-434-8181
Name of legal owner of premises TROY PARKER	Business/street address SAME	City "	State "	Zip "	Daytime phone "
Name of lessor (if same as legal owner, write in "SAME") SAME	Business/street address "	City "	State "	Zip "	Daytime phone "

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 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 10 %

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

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 10 %

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. confirm the comparable rate and all applicable costs to be paid by the organization to the lessor. The lessor must attach documentation, verified by the organization, to

Bar Bingo Rent

Option F: No rent may be paid for bingo conducted in a bar.

New Bingo Activity

For any new bingo activity not previously included in a Premises Permit Application, attach a separate sheet of paper listing the days and hours that bingo will be conducted.

G215 Lease for Lawful Gambling Activity

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 will not participate directly or indirectly as a player in a pull-tab, tipboard, or paddlewheel game conducted on the premises.

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 (distributors) of gambling-related equipment and services or in the use of net profits for lawful purposes. The lessor, any person residing in the same household as the lessor, the lessor's immediate family, 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

The Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel have access to 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
- storage
- snow removal
- janitorial and cleaning services
- other utilities or services
- security, security monitoring
- lawn services
- 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.

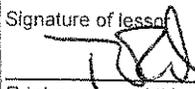
Changes in lease

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

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:

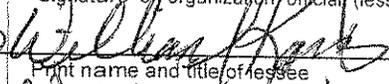
Signature of lessor



Date

6/22/10

Signature of organization official (lessee)



Date

6-23-10

Print name and title of lessor

Troy Parker owner

Print name and title of lessee

William S. Kauts

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

FOR BOARD USE ONLY

Check # _____

\$ _____

Organization Information

- 1. Organization name ST. FRANCIS YOUTH HOCKEY ASSOCIATION License number 03126
- 2. Chief executive officer (CEO) WILLIAM KARAS Daytime phone _____
- 3. Gambling manager KATHY SCHMID Daytime phone _____

Gambling Premises Information

- 4. Current name of site where gambling will be conducted FATBOYS BAR & GRILL
- 5. List any previous names for this location N/A
- 6. Street address where premises is located 21383 LLYSSES ST. NE
(Do not use a P.O. box number or mailing address)

7. City EAST BETHEL OR Township _____ County ANDOKA Zip code 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

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 VILLAGE BANK Bank account number _____

12. Bank street address 3122 VIKING BLVD City EAST BETHEL State MN Zip code 55011

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 _____

MN

Bingo Occasions (including bar bingo)

14. Enter day and beginning/ending hours of bingo occasions (A.M. or P.M.). An occasion may not exceed 8 hours.

Day	Beginning/Ending Hours	Day	Beginning/Ending Hours
<u>MDN</u>	<u>6:30</u> to <u>9:00</u>		

Reset Form

Print Form

Local Unit of Government Approval

CITY APPROVAL for a gambling premises located within city limits

City name _____

Date approved by city council ____/____/____

Resolution number _____

Signature of city personnel _____

Title _____ Date ____/____/____

COUNTY APPROVAL for a gambling premises located in a township

County name _____

Date approved by county ____/____/____

Resolution number _____

Signature of county personnel _____

Title _____ Date ____/____/____

Acknowledgment and Oath

- | | |
|---|--|
| <ol style="list-style-type: none"> 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 the premises to inspect it and enforce the law. 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. I have read this application and all information submitted to the Board is true, accurate, and complete. All required information has been fully disclosed. | <ol style="list-style-type: none"> I am the chief executive officer of the organization. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 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. Any changes in application information will be submitted to the Board no later than 10 days after the change has taken effect. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. |
|---|--|

William S. Karas
Signature of Chief Executive Officer (designee may not sign)

6/23/10
Date

Print name William S. Karas

Required Attachments

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

Mail to: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

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

Monthly Regulatory Fee

If you receive a premises permit for this site, there is a monthly regulatory fee of 0.1% (.001) of gross receipts from lawful gambling conducted at the site. The fee is reported on the G1 Lawful Gambling Monthly Summary and Tax Return and paid with the monthly tax report.

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

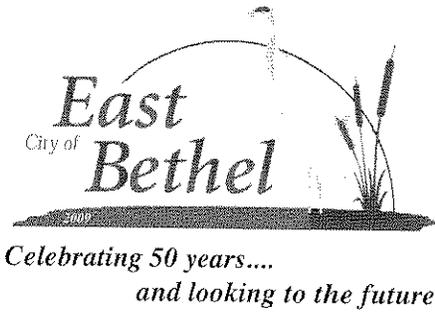
Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information requested; 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 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 that 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.

Reset Form

Print Form



June 28, 2010

Mr. Doug Sell
City Administrator
City of East Bethel

Dear Mr. Sell:

At this time I am submitting my resignation, the last date of employment shall be July 11, 2010.

Sincerely,

Melodee Grams

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its commissioner of Commerce (“State”) and City of East Bethel, 2241 221st Ave. NE, East Bethel, MN 55011 (“Grantee”).

Recitals

1. Under Minnesota Statute §216C.02 Subdivision 1, the State is empowered to enter into this grant.
2. The State is in need of assistance in the promotion of renewable energy resources.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** 07/01/2010, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State’s Authorized Representative to begin the work.

- 1.2 **Expiration date:** 03/31/2011, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure; and Exhibit A, Section C.

2 Grantee’s Duties

The Grantee, who is not a state employee, will execute the duties set forth in Exhibit A, incorporated herein by reference.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

- 4.1. **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

4.1.1. **Compensation.** The Grantee will be paid the lesser of **Ten Thousand Five Hundred** dollars (**\$10,500.00**) or **Sixty Three and Sixty Four Hundredths** percent (**63.64%**) of actual eligible costs incurred in the performance of the Grantee’s duties according to the breakdown of costs contained in the grant budget (Exhibit B) which is attached to and incorporated into this grant contract.

4.1.2. **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed **Zero** dollars (**\$ 0.00**); provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the commissioner of Employee Relations. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

- 4.2. **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **Ten Thousand Five Hundred** dollars (**\$10,500.00**) or **Sixty Three and Sixty Four Hundredths** percent (**63.64%**) of the total actual, eligible costs incurred in the performance of the Grantee’s duties specified in Exhibit A.

- 4.3. **Matching Requirements.** The Grantee certifies that the following matching requirement for the grant contract will be met by Grantee: No less than **Thirty Six and Thirty Six Hundredths** percent (**36.36%**) of the total actual, eligible costs incurred in the performance of the Grantee’s duties specified in Exhibit A.

4.4. **Payment**

- 4.4.1. **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the schedule as outlined in Exhibit A.
- 4.4.2. **Federal funds.** Payments under this grant contract will be made from federal funds obtained by the State through Title III, part D, of the Energy Policy and Conservation Act (42 U.S.C. 6321 *et seq.* and amendments thereto; CFDA No. 81.128. Payments under this grant contract also include funding from the American Recovery and Reinvestment Act of 2009 (ARRA). The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is **Abby Finis**, Energy Programs Specialist, 651-296-6205, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Tammy Schutta**, Assistant City Administrator, 763-367-7851, or her successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Complete**

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.
- 7.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.
- 7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 **State Audits**

Under Minn. Stat. §16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.

10 Government Data Practices and Intellectual Property

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

10.2. **Intellectual Property Rights.** GRANTEE represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. GRANTEE shall indemnify and defend the STATE, at GRANTEE's expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in GRANTEE's or the STATE's opinion is likely to arise, GRANTEE shall, at the STATE's discretion, either procure for the STATE the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1. **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 **Termination by the STATE.** The STATE may cancel this grant contract at any time, with or without cause, upon 30 days written notice to the GRANTEE. Upon termination, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 14.2 **Termination for Cause.** The STATE may cancel this Grant Contract immediately if the STATE finds that there has been a failure to comply with the provisions of this Grant Contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Grant Contract if: 1) funding for Grant No. **DE-EE0000757** is withdrawn by the US Department of Energy; 2) it does not obtain funding from the Minnesota Legislature, or other funding source; or 3) if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Grant Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Davis-Bacon Act (DBA) Requirements

Section 1606 of ARRA requires that all laborers and mechanics employed by contractors and subcontractors on construction, alteration, or repair projects funded directly by or assisted in whole or in part by ARRA Funds shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code). Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 USC 3145, the United States Department of Labor has issued regulations 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Wage determinations can be found at: www.wdol.gov and additional information on DBA Requirements can be found at: www.dol.gov/esa/whd.

This contract does not explicitly or implicitly require that a scope of work proposed to satisfy the outcomes of the Grantee's Program must include activities of a nature and scope that require DBA compliance. However, if proposed work includes such activities, the state will hold the Grantee responsible for all federal requirements involving DBA wages and reporting. It is the responsibility of the Grantee to determine if DBA wages will apply to their program.

17 Waste Management Plan

The Grantee is required to comply with all Federal, state and local regulations for waste disposal for projects funded through the Grantee's program. Loan recipients must address waste generated by the project, if applicable, and describe the plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead paint, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the project.

18 Compliance with National Historic Preservation Act

Prior to the expenditure of federal funds, if applicable, projects must be evaluated to determine if they are subject to review under Section 106 of the National Historic Preservation Act (NHPA) of 1966 (36CFR 800). Section 106 applies to projects that may affect properties listed in or eligible for listing in the National Register of Historic Places. Properties meeting the following criteria will be subject to Section 106 review:

- Is at least 45 years old; and
- Listed in or eligible for listing in the NRHP (either individually or as part of a district);
- Any project involving ground disturbing activity (excavation, utility installation, etc.).

It is the responsibility of the Grantee to provide information needed to complete the Section 106 evaluation. Intentional efforts to circumvent these requirements by altering or damaging a historic property that is a candidate for federal grant funding will be construed as “anticipatory demolition” as defined in section 110k of the NHPA as follows:

Section 110 [16 U.S.C. 470h-2(k) — *Anticipatory demolition*]; (k) Each Federal agency shall ensure that the agency will not grant a loan, loan guarantee, permit, license, or other assistance to an applicant who, with intent to avoid the requirements of section 106 of this Act, has intentionally significantly adversely affected a historic property to which the grant would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the agency, after consultation with the [Advisory Council on Historic Preservation], determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant.

Initiating a grant funded project before reviews required under Section 106 of the NHPA have been completed may cause significant delays in the release of grant funds, require negotiated mitigation, or result in an outright loss of federal funding.

19 Disadvantaged Business Enterprises

Projects funded in whole or in part from funds received by the Grantee directly from this grant contract must, to the extent practicable, ensure that bidding contractors are qualified and participate in available apprentice and training programs for all work performed. Bidding for contracts must, to the extent practicable, use the process established in Minnesota Statutes, section 16C.16, subdivision 4, 5, 6 and 7, except that subdivision 12 does not apply.

20 Buy American

The Grantee confirms that, if applicable, it is in compliance with the Buy American provision in the American Reinvestment and Recovery Act of 2009 (ARRA) (Section 1605 of Title XI) which directs that, subject to certain exceptions, no funds appropriated or otherwise made available for a project may be used for the construction, alteration, maintenance, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the United States.

A Grantee requesting a determination regarding the inapplicability of the Buy American restrictions for lack of quantity or quality, increase of cost of the project by more than 25 percent, or inconsistency with the public interest, must be submitted to the State prior to the execution of the grant agreement. The prospective Grantee shall include the information and applicable supporting data required by 2 CFR 176.140(c) and (d) in the request. Exceptions must be approved by the State and the United States Department of Energy.

Additional information, including category exclusions and exceptions, on Buy American can be found at: www1.eere.energy.gov/recovery/buy_american_provision.html.

21 Reporting

Section 1512 of the American Recovery and Reinvestment Act of 2009 (ARRA) states recipients of “Recovery Act funds must comply with the extensive reporting requirements.” The GRANTEE must submit progress reports detailing the progress and tasks completed of the grant agreement funded in whole, or in part, with ARRA funding including percent of project completion to the STATE by the 5th day of each month for the preceding month’s work. If a GRANTEE does not comply with this requirement the STATE reserves the right to withhold funding.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____
Date: _____
CFMS: _____

3. MN DEPARTMENT OF COMMERCE

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

By: _____
Title: _____
Date: _____

2. CITY OF EAST BETHEL

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____
Title: _____
Date: _____

Distribution:
MN Dept. of Commerce, Accounting Dept.
Grantee
State’s Authorized Representative (copy)

By: _____
Title: _____
Date: _____

GRANTEE’S DUTIES

A. GRANTEE shall do all things necessary to complete the following tasks:

TABLE 1: Approved Measures and Funding				Grant	Match	Total	End Date
1	East Bethel Ice Arena						
1.1	Replace 60 lighting fixtures in the ice arena			\$ 10,500	\$ 1,200	\$ 16,500	xx/xx/xx
Total Cost				\$ 10,500	\$ 6,000	\$ 16,500	

B. Eligible Costs

Eligible costs include necessary and reasonable costs incurred for subcontractors to:

1. Design, acquire, install and commission measures specified in Table 1; and
2. Remove, store, transport and dispose of waste materials generated.

Eligible costs include actual costs incurred by subcontractors. Other expenses may be eligible only if pre-approved in writing by the State’s Authorized Representative. Please note: A DUNS number is required for any subcontractor receiving direct funding from this grant agreement totaling \$25,000 or more.

C. Payments-Reports

Grantee shall submit monthly progress reports and payment requests for reimbursement of eligible costs incurred not later than the 5th day of each month for the preceding month’s work. Grantee shall submit progress reports and payment requests on the form provided as Exhibit B of this grant agreement.

Grantee further agrees to maintain and provide energy consumption data for the building being improved through the B3 public building benchmarking database by:

- a) entering base line data for the year prior to the grant agreement; and
- b) entering monthly data for a period of three years after the energy efficiency improvements(s) have been made.

D. Acceptance Testing Documentation (If Applicable)

Grantee shall submit to Office of Energy Security (OES) acceptance testing documentation required by Minnesota Rules Part 1323.0672, Subpart 3, for modifications to heating, ventilating and/or air conditioning systems. Final reimbursement for these types of modifications will not be made until the acceptance testing documentation is received by OES.

E. Promotional Materials

All promotional and informational materials distributed by or for the Grantee shall contain the following statement:
 “This project was made possible by a grant from the U.S. Department of Energy and the Minnesota Department of Commerce through the American Recovery and Reinvestment Act of 2009 (ARRA),” unless this requirement is waived in writing by the State.

SAMPLE ONLY

Date: _____



85 7th Place East, Suite 500, St. Paul, MN 55101-2198
 main: 651.296.4026 tty: 651.296.2860 fax: 651.297.7891
 www.energy.mn.gov

MONTHLY GRANT PROGRESS REPORT AND PAYMENT REQUEST

Progress Report and Payment Request #				GRANTEE: City of East Bethel		Grant %	63.64%		
Reporting Month				CFMS#		Match %	36.36%		
Item #	Approved Measure	Estimated Cost	Bid Cost	Total Cost To Date	Retainage	Total Cost Minus Retainage	Grant Eligible	Grant Funds Paid to Date	Grant Funds Requested for This Period
1.1	Replace 60 lighting fixtures in the arena	\$ 11,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -					\$ -		
		\$ -					\$ -		
Total		\$ 11,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Item #	Approved Measure	Labor Hrs Previously Reported	Labor Hrs for This Period	Total Labor Hrs	Notes				
1.1	Replace 60 lighting fixtures in the arena	-	-	-	<p>Certification</p> <p>I certify that, to the best of my knowledge, the information provided herein is true.</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____ Date: _____</p>				
Total		-	-	-					

Clause I. Davis Bacon Act and Contract Work Hours and Safety Standards Act.

Definitions: For purposes of this clause, Clause I, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

- (1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.
- (2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."
- (3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.
- (4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.
- (7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of [title 18 and section 3729](#) of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 CFR 5.12](#).

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in [29 CFR 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the

Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of [Executive Order 11246](#), as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.



City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 7.0 B.1

Agenda Item:

2011-2015 Parks and Trails Capital Improvement Program (CIP)

Requested Action:

Consider approving the 2011-2015 Parks and Trails CIP and direction to proceed with 2011 improvement projects as presented.

Background Information:

The City of East Bethel Parks Commission adopted a Parks and Trails Capital Improvements Plan for 2011-2015 at their May 12, 2010 meeting. This plan identified a number of capital projects that should be completed at a number of City parks. From this draft of projects, funding recommendations and revenue projections were developed to produce a prioritized schedule for improvements for the planning period.

The Parks and Trails Capital Improvement Plan factors in the major downturn in the housing and credit markets that has occurred over the past 2 years. This has had a significant impact on the number of new housing starts in the City of East Bethel. A significant portion of the funding required to complete a number of these projects are generated by the park and trail dedication fees charged as a part of the development process. No additional funds from these fees are anticipated through the remainder of 2010 or projected for 2011.

The schedule of projected revenue identified as part of the write-up has been revised to reflect the reduction of funds available as a result of the economic downturn. The attached schedule of capital projects has been revised to correspond with the projected revenues through 2015.

Revenues

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

<u>Year</u>	<u>General Fund Park Dedication</u>		<u>Trail Dedication</u>		<u>Total</u>
	<u>Transfer</u>	<u>Fees</u>	<u>Fees</u>		
2011	\$162,139	\$ 0	\$ 0		\$ 162,139
2012	\$162,139	\$125,000 (50)	\$25,000 (50)		\$ 312,139
2013	\$162,139	\$175,000 (70)	\$35,000 (70)		\$ 372,139
2014	\$162,139	\$200,000 (80)	\$40,000 (80)		\$ 402,139
2015	\$162,139	\$200,000 (80)	\$40,000 (80)		\$ 402,139
Total	\$810,695	\$700,000 (280)	\$140,000 (280)		\$1,650,695

The previous CIP estimate for parks capital revenue during the 5 year plan period was \$1,515,695. The current CIP projects an increase that is dependent on the economic turn around in the next five years. It is assumed that the City's contribution of \$100,000 per year will remain at the same level for the next five years and that an additional \$62,139 will be transferred for trail construction.

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

Parks

Recommended 2011 Park Project Priorities and Anticipated Costs

a.) Booster West, irrigation repair	\$ 15,000
b.) Mulch and edging for park playgrounds	\$ 30,000
c.) Norseland Manor, replace playground equipment	<u>\$ 50,000</u>
Total	<u>\$ 95,000</u>

Recommended 2012 Project Priorities and Anticipated Costs

a.) Bonde Park, improve entrance road and parking lot	\$ 30,000
b.) Norseland Manor, construct pavilion	\$ 65,000
c.) Booster West, fence replacement, parking and infield renovations	\$ 54,000
d.) Norseland Manor, parking lot, toilet enclosures and fence	<u>\$ 70,000</u>
Total	<u>\$219,000</u>

Recommended 2013 Project Priorities and Anticipated Costs

a.) Anderson Lake Park, install irrigation system	\$ 45,000
b.) Rod and Norma Smith Park, replace playground equipment	\$ 40,000
c.) Anderson Lake Park, fence installation	\$ 12,000
d.) Norseland Manor, fence installation	\$ 15,000
e.) Bonde Park, install irrigation system	\$ 75,000
f.) Bonde Park, install fencing on fields	\$ 28,000
g.) Carlisle Park, install parking lot and additional playground equipment and benches	\$ 34,000
h.) Whispering Oaks Park, install playground equipment	<u>\$ 30,000</u>
Total	<u>\$279,000</u>

Recommended 2014 Project Priorities and Anticipated Costs

a.) Whispering Aspen, install irrigation system	\$ 25,000
b.) Norseland Park, install irrigation system	\$ 35,000
c.) Carlisle Park, install irrigation system	\$ 25,000
d.) Anderson Lake Park, install parking lot	\$ 12,000
e.) Seal Tennis Courts and Basketball courts (8)	\$ 28,000

f.) Anderson Lakes and Northern Boundaries, install playground equip.	\$ 75,000
g.) Booster West Park, convert soccer fields to a regulation baseball fields	<u>\$107,000</u>
Total	\$307,000

Recommended 2015 Project Priorities and Anticipated Costs

a.) Norseland Park, install walking trail	\$ 80,000
b.) Eveleth Park, install walking trail, pavilion and parking lot	\$ 80,000
c.) Cedar Creek Park additions	\$ 40,000
d.) Park fencing and landscape projects to include turf renovation, tree planting, split rail fencing and site amenities for 12 parks	<u>\$100,000</u>
	\$300,000

Trails

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

Recommended 2011 Trail Projects Priorities and Projected Costs

Booster East/Cedar Trail, Phase II	\$ 62,139
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Recommended 2012 Trail Projects Priorities and Projected Costs

Booster East/Cedar Creek Trail, Phase III	\$ 87,139
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Recommended 2013 Trail Projects Priorities and Projected Cost

Booster East/Cedar Creek Trail, Phase IV	\$ 97,139
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Recommended 2014 Trail Projects Priorities and Projected Costs

Booster East/Cedar Creek Trail Phase V	\$102,139
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Recommended 2015 Trail Projects Priorities and Projected Costs

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

Summary and Recommendation

Commitment to this plan requires the dedication of resources only for 2011. Projects beyond 2011 are identified and prioritized by the Parks Commission to provide Council with recommendations for improvements in 2012 through 2015. Commitment to the 2011 projects is required as part of the 2011 budget process finalized in 2010. Projects beyond 2011 will be addressed in future budget years. This provides the necessary lead time to prepare final plans, specifications and presentations before Council for the following years improvements.

Attachment(s):

1. Park and Trail CIP Funding Analysis 2011-2015
2. 2011 Project Location Map

Fiscal Impact:

Adoption of this plan for improvements would result in expenditures estimated at \$1,650,695 over the planning period, 2011-2015. The cost of these improvements would be funded with the projected revenues from General Fund transfers, Park Dedication Fees and Trail Dedication Fees estimated at \$1,650,695

Recommendation(s):

Staff is recommending the approval of the 2011-2015 Parks and Trails CIP and the projects as listed for 2011 implementation.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

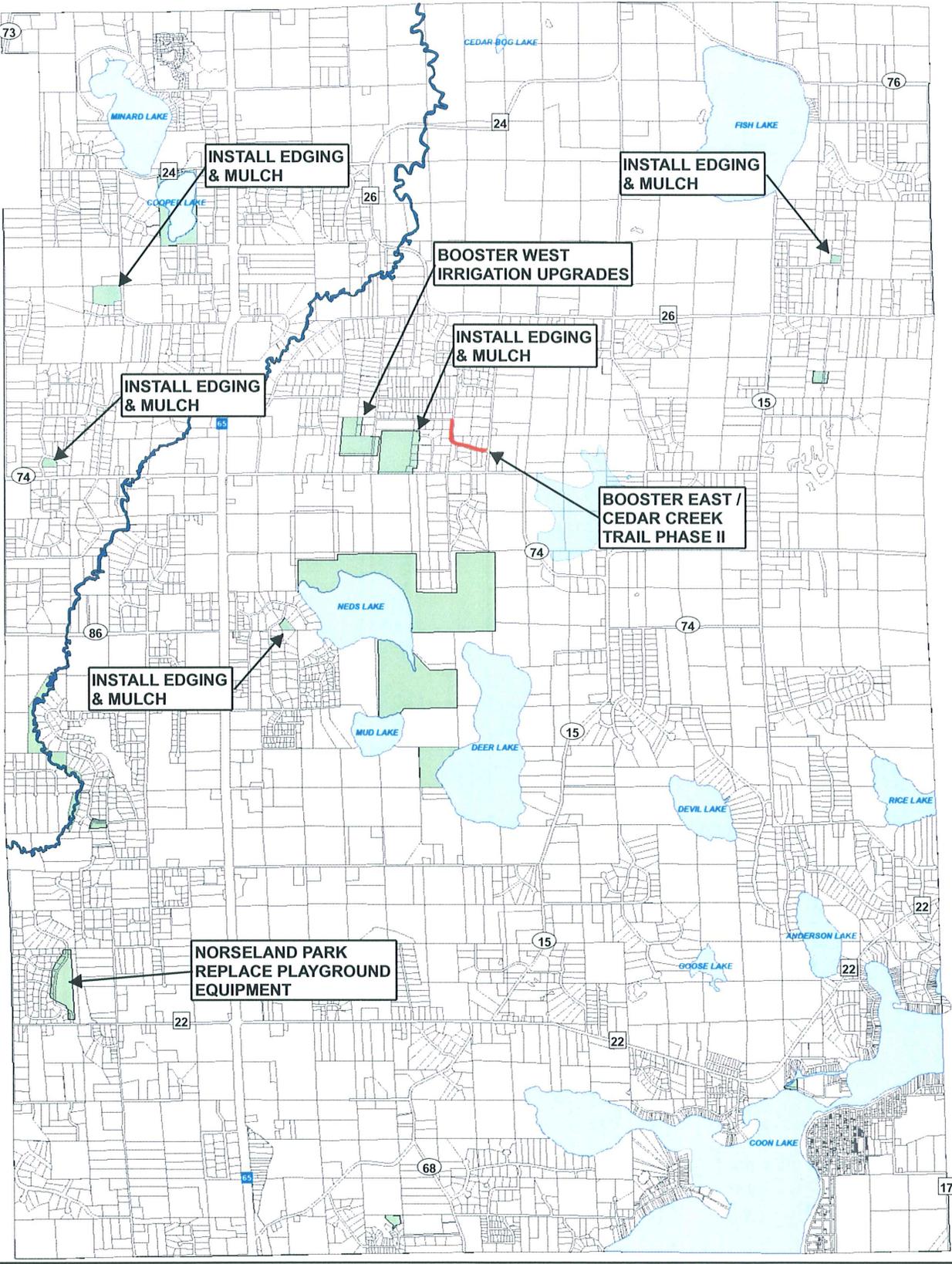
Vote No:_____

No Action Required:_____

Parks CIP				
2011-2015				
Funding Analysis				
PARK ACQUISITION AND DEVELOPMENT FUND	Beginning	Sources	Uses	Ending
	Balance	(Revenues)	(Project Costs)	Balance
2011 Beginning Balance	\$0			\$0
Park Dedication Fees-0 @ \$2,500		\$0		\$0
2011 Ending Balance				\$0
2012 Beginning Balance	\$0			\$0
Park Dedication Fees-50 @ \$2,500		\$125,000		\$125,000
Booster West Parking Lot			\$24,000	\$101,000
Entrance Road and Parking Lot Bonde Park			\$30,000	\$71,000
Pavilion Norseland Manor Park			\$65,000	\$6,000
2012 Ending Balance				\$6,000
2013 Beginning Balance	\$6,000			\$6,000
Park Dedication Fees-70 @ \$2,500		\$175,000		\$181,000
Irrigation system and field improvements Anderson Lake Park			\$45,000	\$136,000
Install fence baseball field Anderson Lake Park			\$12,000	\$124,000
Install fence baseball field Norseland Park			\$15,000	\$109,000
Irrigation system Bonde Park			\$75,000	\$34,000
Carlisle Park Improvements and Parking Lot			\$34,000	\$0
2013 Ending Balance				\$0
2014 Beginning Balance	\$0			\$0
Park Dedication Fees-80 @ \$2,500		\$200,000		\$200,000
Irrigation system at Whispering Aspen			\$25,000	\$175,000
Convert Booster West Soccer Field into Regulation Baseball Field			\$40,000	\$135,000
Irrigation system at Norseland Park			\$35,000	\$100,000
Irrigation system at Carlisle Park			\$25,000	\$75,000
Anderson Lakes and Northern Boundaries Playground Equipment			\$75,000	\$0
2014 Ending Balance				\$0
2015 Beginning Balance	\$0			\$0
Park Dedication fees - 80 @ \$2,500		\$200,000		\$200,000
Walking Trail at Norseland Park			\$80,000	\$120,000
Walking Trail at Eveleth Park			\$30,000	\$90,000
Pavilion at Eveleth Park			\$40,000	\$50,000
Parking Lot at Eveleth Park			\$10,000	\$40,000
Cedar Creek Park Additions			\$40,000	\$0
2015 Ending Balance				\$0
TOTAL PARK ACQUISITION AND DEVELOPMENT FUND				
SOURCES AND USES		\$700,000	\$700,000	

Parks CIP				
2011-2015				
Funding Analysis				
PARK CAPITAL FUND	Beginning	Sources	Uses	Ending
	Balance	(Revenues)	(Project Costs)	Balance
2011 Beginning Balance	\$0			\$0
Transfer From General Fund		\$100,000		\$100,000
Booster West Irrigation Repair			\$15,000	\$85,000
Playground equipment Norseland Manor Park			\$50,000	\$35,000
Mulch and edging for Park Playgrounds			\$30,000	\$5,000
2011 Ending Balance				\$5,000
2012 Beginning Balance	\$5,000			\$5,000
Transfer From General Fund		\$100,000		\$105,000
Parking Lot & Fence Norseland Manor Park			\$70,000	\$35,000
Replace backstop and infield renovations Booster West			\$30,000	\$5,000
2012 Ending Balance				\$5,000
2013 Beginning Balance	\$5,000			\$5,000
Transfer From General Fund		\$100,000		\$105,000
Replace Playground Equipment Rod and Norma Smith Park			\$40,000	\$65,000
Install baseball field fence Bonde Park			\$28,000	\$37,000
Playground Equipment Whispering Oaks			\$30,000	\$7,000
2013 Ending Balance				\$7,000
2014 Beginning Balance	\$7,000			\$7,000
Transfer From General Fund		\$100,000		\$107,000
Parking Lot at Anderson Lakes Park			\$12,000	\$95,000
Convert Booster West Soccer Field into Regulation Baseball Field			\$67,000	\$28,000
Seal Tennis and Basketball Courts (8)			\$28,000	\$0
2014 Ending Balance				\$0
2015 Beginning Balance	\$0			\$0
Transfer From General Fund		\$100,000		\$100,000
Park Fencing and Landscape Projects *			\$100,000	\$0
2015 Ending Balance				\$0
* Includes turf renovation, tree planting, split rail fencing, and site amenities for 12 parks				
TOTAL PARK CAPITAL FUND SOURCES AND USES		\$500,000	\$500,000	

Parks CIP				
2011-2015				
Funding Analysis				
TRAILS CAPITAL FUND	Beginning	Sources	Uses	Ending
	Balance	(Revenues)	(Project Costs)	Balance
2011 Beginning Balance	\$0			\$0
Transfer From General Fund		\$62,139		\$62,139
Trail Dedication fees 0 @ \$500		\$0		\$62,139
Booster East/Cedar Creek Trail - Phase II			\$62,139	\$0
2011 Ending Balance				\$0
2012 Beginning Balance	\$0			\$0
Transfer From General Fund		\$62,139		\$62,139
Trail Dedication fees 50 @ \$500		\$25,000		\$87,139
Booster East/Cedar Creek Trail - Phase III			\$87,139	\$0
2012 Ending Balance				\$0
2013 Beginning Balance	\$0			\$0
Transfer From General Fund		\$62,139		\$62,139
Trail Dedication fees 70 @ \$500		\$35,000		\$97,139
Booster East/Cedar Creek Trail Phase IV			\$97,139	\$0
2013 Ending Balance				\$0
2014 Beginning Balance	\$0			\$0
Transfer From General Fund		\$62,139		\$62,139
Trail Dedication fees 80 @ \$500		\$40,000		\$102,139
Phase V, Cedar Creek Trail along 229th Ave.			\$102,139	\$0
2014 Ending Balance				\$0
2015 Beginning Balance	\$0			\$0
Transfer From General Fund		\$62,139		\$62,139
Trail Dedication fees 80 @ \$500		\$40,000		\$102,139
John Anderson Park to 235th Avenue			\$15,000	\$87,139
Booster East/Cedar Creek Trail Phase VI			\$72,139	\$15,000
Lakeshore Drive Coon Lake Beach			\$15,000	\$0
2015 Ending Balance				\$0
TOTAL TRAILS FUND SOURCES AND USES		\$450,695	\$450,695	



2011 PARKS & TRAILS PROJECTS

SOURCE: ANOKA COUNTY SURVEY DEPARTMENT,
MINNESOTA DEPARTMENT OF NATURAL RESOURCES



City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 7.0 C.1

Agenda Item:

Interview Road Commission Applicant

Requested Action:

Consider interviewing applicant for the vacancy on the Road Commission

Background Information:

There has been a vacancy on the Road Commission for several months due to the resignation of Joe Pelawa. In response to this vacancy, we advertised on the City's newsletter, on our community bulletin board and in the Anoka Union over the past several months. This position would be an 18 month appointment as Mr. Pelawa's term ends December, 2012.

The City has received a letter of interest from Tanner Balfany in response to our ads. We have included a copy of Mr. Balfany's letter of interest as part of your agenda materials.

Attachment(s):

- 1. Tanner Balfany's Letter of Interest

Recommendation:

Staff is recommending Council interview Tanner Balfany for the Road Commission vacancy.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

Tanner Balfany
19172 East Front Blvd N.E.
East Bethel, MN 55092
651-755-9126 Mobile
Tbalfany@gmail.com

06/11/2010

East Bethel City Council,

I am writing you today to express my interest in applying for the City of East Bethel's current Road Commission vacancy. I have lived throughout Anoka County, the majority of my life and have been a resident of East Bethel for the past 3 years. I am looking to become more involved in my community. Please consider my letter as submission or application for the Road Commission committee vacancy.

Education/ Work Experience:

Graduate of Anoka High school in 2002

I have been a licensed insurance agent since 2002.

In 2005 I joined the Young Insurance Professionals, which is an extension of the National Independent Insurance Agents and Brokers of America (IIABA). After 5 years with the Committee and now serving as acting Chair for the organization.

As a resident, I feel it is important to become involved and help my community any way I can. I also have a strong construction background as my family has been in the business for over 50 years.

Sincerely,

Tanner Balfany



City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 7.0 C.2

Agenda Item:

2011-2015 Street Capital Improvement Plan (CIP)

Requested Action:

Consider approval 2011-2015 Street Capital Improvement Plan (CIP)

Background Information:

The Streets Capital Improvement Plan was developed by the Roads Commission to prioritize street improvement projects over the next five years. The Commission has examined current economic conditions and factored this information into the projections of this report. The Roads Commission adopted the 2011-2015 Streets Capital Improvement Plan at their June 8, 2010 meeting. The plan is presented in the attachments to this report.

With changes in the construction market and the City's ability to obtain potentially lower project costs through the JPA Maintenance Agreement, staff is projecting that additional street projects can be completed in 2011 with only inflationary increases over the 2010 costs. All 2011 projects will be seal-coat projects with the exception of the proposed overlay work on Deerwood Street and 182nd Avenue.

Municipal State Aid (MSA) projects will be the construction of the service road between 221st and 215th Avenue. The City has been awarded a Cooperative Agreement Project grant for nearly half of the cost of this project. Work to identify the route and obtain necessary easements/ROW has begun.

MSA funding can be "Advanced Funded" to meet certain requirements. The City is permitted to advance funded up to two years allocations as indicated in 2012 for Jackson Street reconstruction. While the annual allocation will increase over time, the estimate of the annual allocation remains constant over the period of this report.

An explanation of the criteria to rate pavement conditions is also included in the attachments. The Pavement Evaluation Rating System is based on a visual inspection of streets and provides a grading system based on surface distress. The system is a 1-10 scale in reference to the wear of the surface of the road and evaluates the severity of cracking, raveling, polishing and structural deterioration of the street.

Commitment to this plan requires the dedication of resources for 2011. Projects beyond 2011 are identified and prioritized by the Roads Commission to provide Council with recommendations for improvements in 2012 through 2015. Commitment to projects beyond 2011 would be considered as part of subsequent years budgets.

Attachment(s):

1. MSA Capital Fund Projects, Funding Analysis 2011-2015
2. Street Capital Fund Projects, Funding Analysis 2011-2015
3. Project Location Map
4. Pavement Evaluation Rating Criteria
5. Street Rating Worksheet 2011-2015

Fiscal Impact:

The estimated cost of the Street Capital Projects is \$513,000 and \$600,000 for the MSA Project. These amounts are available to from dedicated resources in the Street Capital Fund and Municipal State Aid Fund respectively.

Recommendation(s):

Staff recommends approval of the 2011-2015 Streets CIP.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

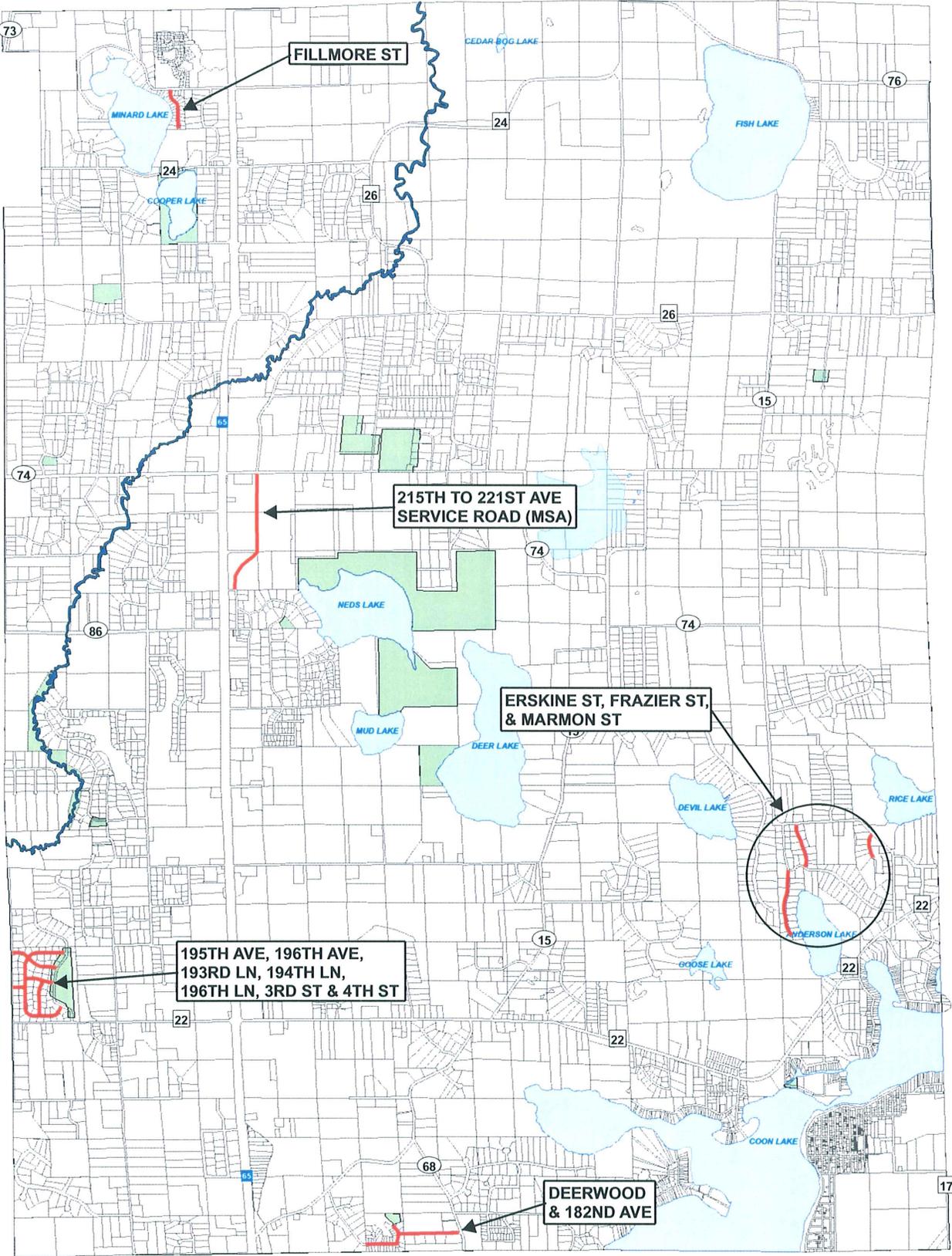
Vote No: _____

No Action Required: _____

Street Capital Projects CIP				
2011-2015				
Funding Analysis				
MUNICIPAL STATE AID FUND	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
2011 Beginning Balance	\$241,000			\$241,000
Municipal State Aid Funding		\$502,000		\$743,000
215th Ave to 221st Ave Service Rd			\$600,000	\$143,000
2011 Ending Balance				\$143,000
2012 Beginning Balance	\$143,000			\$143,000
Municipal State Aid Funding		\$502,000		\$645,000
Municipal State Aid Advanced Funding		\$915,000		\$1,560,000
Jackson St. Reconstruction-181st Ave to Viking Blvd			\$1,380,000	\$180,000
Sandy Drive Sealcoat			\$180,000	\$0
2012 Ending Balance				\$0
2013 Beginning Balance	\$0			\$0
Municipal State Aid Funding		\$0		\$0
No Projects				\$0
2013 Ending Balance				\$0
2014 Beginning Balance	\$0			\$0
Municipal State Aid Funding		\$89,000		\$89,000
No Projects				\$89,000
2014 Ending Balance				\$89,000
2015 Beginning Balance	\$89,000			\$89,000
Municipal State Aid Funding		\$502,000		\$591,000
187th Ave Reconstruction			\$450,000	\$141,000
2015 Ending Balance				\$141,000
TOTAL MUNICIPAL STATE AID FUND SOURCES AND USES		\$2,510,000	\$2,610,000	
<p>Note: MSA Funding can be "Advanced Funded" to met certain requirements. The City is permitted to Advance Fund up to two years allocations. A negative balance is not an indication of too many projects. It simply means the City has anticipated numerous projects and can fund this within the regulations identified by MnDOT. The annual allocation will increase over time.</p>				

Street Capital Projects CIP				
2011-2015				
Funding Analysis				
STREET CAPITAL FUND	Beginning	Sources	Uses	Ending
	Balance	(Revenues)	(Project Costs)	Balance
2011 Beginning Balance	\$978,362			\$978,362
Transfer from General Fund		\$425,000		\$1,403,362
Erskine, Frazier, Marmon Streets-Sealcoat			\$67,000	\$1,336,362
Deerwood and 182nd Ave. Overlay (pending final sewer design)			\$240,000	\$1,096,362
196th Lane-Sealcoat			\$22,000	\$1,074,362
196th Ave-Sealcoat			\$26,000	\$1,048,362
195th Ave-Sealcoat			\$16,000	\$1,032,362
194th Lane-Sealcoat			\$14,000	\$1,018,362
4th Street-Sealcoat			\$19,000	\$999,362
3rd Street-Sealcoat			\$28,000	\$971,362
193rd Lane-Sealcoat			\$19,000	\$952,362
Fillmore Street-Sealcoat			\$62,000	\$890,362
2011 Ending Balance				\$890,362
2012 Beginning Balance	\$890,362			\$890,362
Transfer from General Fund		\$425,000		\$1,315,362
Whispering Aspens-Sealcoat			\$185,000	\$1,130,362
Okinawa and Tippecanoe-Overlay			\$245,000	\$885,362
Hupp St.-Sealcoat			\$18,000	\$867,362
2012 Ending Balance				\$867,362
2013 Beginning Balance	\$867,362			\$867,362
Transfer from General Fund		\$425,000		\$1,292,362
Thielan Road-Sealcoat			\$36,000	\$1,256,362
Sportsman Road -Sealcoat			\$12,000	\$1,244,362
Breezy Point Drive-Sealcoat			\$25,000	\$1,219,362
Edmar Lane-Sealcoat			\$40,000	\$1,179,362
Vickers Street-Sealcoat			\$13,000	\$1,166,362
Yalta Street -Sealcoat			\$6,000	\$1,160,362
189th Avenue-Sealcoat			\$6,000	\$1,154,362
190th Lane-Sealcoat			\$7,000	\$1,147,362
Naples Street-Sealcoat			\$12,000	\$1,135,362
190th Avenue-Sealcoat			\$12,000	\$1,123,362
191st Avenue-Sealcoat			\$18,000	\$1,105,362
195th Ave & E. Front Blvd-Sealcoat			\$38,000	\$1,067,362
Rendova Street-Sealcoat			\$12,000	\$1,055,362
209th, Austin, and 204th-Overlay			\$290,000	\$765,362
2013 Ending Balance				\$765,362

Street Capital Projects CIP				
2011-2015				
Funding Analysis				
2014 Beginning Balance	\$765,362			\$765,362
Transfer from General Fund		\$425,000		\$1,190,362
209th Street Overlay			\$200,000	\$990,362
224th Avenue-Sealcoat			\$56,000	\$934,362
Austin-Sealcoat			\$60,000	\$874,362
239th Ave-Sealcoat			\$55,000	\$819,362
221st Ave and Wake Street-Sealcoat			\$65,000	\$754,362
2014 Ending Balance				\$754,362
2015 Beginning Balance	\$754,362			\$754,362
Transfer from General Fund		\$425,000		\$1,179,362
Washington and 7th Streets-Sealcoat			\$45,000	\$1,134,362
Monroe St. and 238th Lane-Sealcoat			\$32,000	\$1,102,362
235th Avenue-Sealcoat			\$27,000	\$1,075,362
231st Lane-Sealcoat			\$27,000	\$1,048,362
Buchanan St.-Sealcoat			\$18,000	\$1,030,362
Taylor St. North and South-Sealcoat			\$42,000	\$988,362
229th Lane East and West-Sealcoat			\$78,000	\$910,362
225th Ave,222nd and 226th Lane and Jenkins-Sealcoat			\$166,000	\$744,362
Waconia Circle and Staples St-Sealcoat			\$110,000	\$634,362
2015 Ending Balance				
TOTAL STREET CAPITAL FUND		\$2,125,000	\$2,469,000	
SOURCES AND USES				



SOURCE: ANOKA COUNTY SURVEY DEPARTMENT,
MINNESOTA DEPARTMENT OF NATURAL RESOURCES



2011 STREET CAPITAL & MSA PROJECTS

Rating system

Surface rating	Visible distress*	General condition/ treatment measures
10 Excellent	None.	New construction.
9 Excellent	None.	Recent overlay. Like new.
8 Very Good	No longitudinal cracks except reflection of paving joints. Occasional transverse cracks, widely spaced (40' or greater). All cracks sealed or tight (open less than 1/4").	Recent sealcoat or new cold mix. Little or no maintenance required.
7 Good	Very slight or no raveling, surface shows some traffic wear. Longitudinal cracks (open 1/4") due to reflection or paving joints. Transverse cracks (open 1/4") spaced 10' or more apart, little or slight crack raveling. No patching or very few patches in excellent condition.	First signs of aging. Maintain with routine crack filling.
6 Good	Slight raveling (loss of fines) and traffic wear. Longitudinal cracks (open 1/4" - 1/2"), some spaced less than 10'. First sign of block cracking. Slight to moderate flushing or polishing. Occasional patching in good condition.	Shows signs of aging. Sound structural condition. Could extend life with sealcoat.
5 Fair	Moderate to severe raveling (loss of fine and coarse aggregate). Longitudinal and transverse cracks (open 1/2") show first signs of slight raveling and secondary cracks. First signs of longitudinal cracks near pavement edge. Block cracking up to 50% of surface. Extensive to severe flushing or polishing. Some patching or edge wedging in good condition.	Surface aging. Sound structural condition. Needs sealcoat or thin non-structural overlay (less than 2")
4 Fair	Severe surface raveling. Multiple longitudinal and transverse cracking with slight raveling. Longitudinal cracking in wheel path. Block cracking (over 50% of surface). Patching in fair condition. Slight rutting or distortions (1/2" deep or less).	Significant aging and first signs of need for strengthening. Would benefit from a structural overlay (2" or more).
3 Poor	Closely spaced longitudinal and transverse cracks often showing raveling and crack erosion. Severe block cracking. Some alligator cracking (less than 25% of surface). Patches in fair to poor condition. Moderate rutting or distortion (1" or 2" deep). Occasional potholes.	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of overlay.
2 Very Poor	Alligator cracking (over 25% of surface). Severe distortions (over 2" deep). Extensive patching in poor condition. Potholes.	Severe deterioration. Needs reconstruction with extensive base repair. Pulverization of old pavement is effective.
1 Failed	Severe distress with extensive loss of surface integrity.	Failed. Needs total reconstruction.

* Individual pavements will not have all of the types of distress listed for any particular rating. They may have only one or two types.

Street Rating Worksheet						
Street	PER	Year	Length	Improvement	Estimated Cost	
	(see Note #1)					
Erskin St, Frazier St and Marmon St	4	2011	5,500'	Seal Coat	\$67,000.00	
Deerwood & 182nd Ave	5	2011	5,000'	Overlay	\$240,000.00	
196th Lane	5	2011	1,400'	Seal Coat	\$22,000.00	
196th Ave	5	2011	1,700'	Seal Coat	\$26,000.00	
195th Ave	5	2011	1,000'	Seal Coat	\$16,000.00	
194th Lane	5	2011	500'	Seal Coat	\$11,000.00	
4th St	5	2011	1,300'	Seal Coat	\$19,000.00	
3rd St	5	2011	2,100'	Seal Coat	\$28,000.00	
193rd Lane	5	2011	1,300'	Seal Coat	\$19,000.00	
Fillmore St.	4	2011	3,200'	Seal Coat	\$62,000.00	
Whispering Aspens	5	2012	8,600'	Seal Coat	\$185,000.00	
Okinawa St and Tippecanoe St	5	2012	5,000'	Overlay	\$245,000.00	
Hupp St	5	2012	1,500'	Seal Coat	\$18,000.00	
Thielen Rd	4	2013	3,600	Seal Coat	\$36,000.00	
Sportsman Rd	5	2013	1,500	Seal Coat	\$12,000.00	
Breezy Point Dr	4	2013	2,400	Seal Coat	\$25,000.00	
Edmar Lane	5	2013	4,000	Seal Coat	\$40,000.00	
Vickers St	5	2013	1300	Seal Coat	\$13,000.00	
Yalta St	5	2013	600	Seal Coat	\$6,000.00	
189th Ave	5	2013	700	Seal Coat	\$6,000.00	
190th Lane	5	2013	1,100	Seal Coat	\$7,000.00	
Naples St	5	2013	700	Seal Coat	\$12,000.00	
190th Ave	5	2013	1,200	Seal Coat	\$12,000.00	
191st Ave	5	2013	1,600	Seal Coat	\$18,000.00	
195th Ave & E. Front Rd	5	2013	3,900	Seal Coat	\$38,000.00	
Rendova St	5	2013	1,000	Seal Coat	\$12,000.00	
209th Ave, 204th Ave and Austin St	5	2013	5,800	Overlay	\$290,000.00	
187th Ave Service Rd	5	2014	3,600	Overlay	\$200,000.00	
Austin St	6	2014	4,400'	Seal Coat	\$60,000.00	
239th Ave	6	2014	4,000'	Seal Coat	\$55,000.00	
221st Ave and Wake St	5	2014	5,000'	Seal Coat	\$65,000.00	
Washington and 7th Streets	5	2015	5,000	Sealcoat	\$45,000.00	
Monroe St. and 238th Lane	5	2015	2,000	Sealcoat	\$32,000	

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City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 8.0 A.1

Agenda Item:

Resolution 2010-32 Accepting Work for the Cedar Creek Picnic Shelter

Requested Action:

Consider approval of Resolution 2010-32 Accepting Work for the Cedar Creek Picnic Shelter

Background Information:

The Contractor has completed all construction work including punch list items and has submitted all the required documentation to consider this project for final payment. Attached is Resolution 2010-32 which accepts the project and starts the 1 year warranty period. The warranty is secured by the performance bond which is currently in place.

Attachment(s):

1. Resolution 2010-32
2. Project Location Map

Fiscal Impact:

None at this time

Recommendation(s):

Staff recommends approval of Resolution 2010-32 Accepting Work for the Cedar Creek Pavilion project.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

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

RESOLUTION NO. 2010 -32

WHEREAS, the City of East Bethel solicited bids for the construction of a pavilion to be located on the City property within the Cedar Creek Ecosystem and Scientific Reserve (CCESR) on 235th Avenue NE; and

WHEREAS, The East Bethel City Council awarded a bid to Project One Construction Company for the construction of the CCESR Pavilion on September 23, 2009; and

WHEREAS, Project One Construction Company substantially completed this project on May 13, 2009 within the terms of their contract; and

WHEREAS, Project One Construction Company has completed all the punch list items that were presented for correction and Project One has satisfied their contractual obligations under the terms of their contract with the City of East Bethel.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST BETHEL, MINNESOTA THAT: The Cedar Creek Ecosystem and Scientific Reserve Pavilion is now complete and the City accepts this project.

Adopted this 7th day of July, 2010 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Greg Hunter, Mayor

ATTEST:

Douglas Sell, City Administrator



ATTACHMENT 3 LOCATION MAP



City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 8.0 A.2

Agenda Item:

Final Payment for the CCESR Pavilion

Requested Action:

Consider approval of Final Payment of \$2,732.50 for the Cedar Creek Picnic Shelter.

Background Information:

The Contractor has completed all construction work including punch list items and has submitted all the required documentation to consider this project for final payment.

Final Contract Amount	\$ 48,950.00
Less Previous Payments	<u>\$ 46,217.50</u>
Amount Due	\$ 2,732.50

Attachment(s):

1. Final Payment Form
2. Project Location Map

Fiscal Impact:

Construction costs for this project are finance through the Cedar Creek appropriation in the amount of \$40,650, the Parks Maintenance Budget in the amount of \$2,650 and the Parks Capital Fund in the amount of \$6,850.

Recommendation(s):

Staff recommends approval of final payment in the amount of \$2,732.50 to Project One Construction Company for the CCESR Pavilion project.

City Council Action

Motion by:_____

Second by:_____

Vote Yes: _____

Vote No: _____

No Action Required: _____



AIA Document G702™ - 1992

Application and Certificate for Payment

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

FROM CONTRACTOR:
 Project One Construction, Inc.
 21068 Westbrook Dr.
 Cold Spring, MN 56320

PROJECT:
 East Bethel Picnic Shelter
 Durant Str. NE
 East Bethel, MN 55011

VIA ARCHITECT:
 Hakanson Anderson Assoc. Inc.
 3601 Thurston Ave
 Anoka, MN 55303

APPLICATION NO: 4
PERIOD TO: 5/31/2010
CONTRACT FOR: East Bethel Picnic Shelter
CONTRACT DATE: 9/21/2009
PROJECT NOS: / /
INVOICE NO: 1087

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Project One Construction, Inc.
 By: [Signature] Date: 5-28-10
 State of: Minnesota
 County of: Stearns
 Subscribed and sworn to before me this 28th day of May 2010
 Notary Public: [Signature]
 My commission expires: Jan 31, 2014



CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 50,150.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 50,150.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 48,950.00
5. RETAINAGE:	
a. 0% of Completed Work (Columns D + E on G703)	\$ 0.00
b. 0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 0.00

6. TOTAL EARNED LESS RETAINAGE	\$ 48,950.00
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 46,217.50
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 2,732.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,200.00
(Line 3 minus Line 6)	

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 2,732.50
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature]
 By: [Signature] Date: 6/28/10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Continuation Sheet

AIA Document G702[™], Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
 APPLICATION DATE: 5/28/2010
 PERIOD TO: 5/31/2010
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
1	01000: General Requirements	4,100	4,100	0	0	0	4,100	0	0
2	02000: Excavation	1,150	1,150	0	0	0	1,150	0	0
3	03000: Concrete/Masonry	25,900	25,900	0	0	0	25,900	0	0
4	05000: Metals	2,400	2,100	300	0	0	2,400	0	0
5	06000: Carpentry Material	9,700	9,700	0	0	0	9,700	0	0
6	06100: Carpentry Labor	3,800	3,800	0	0	0	3,800	0	0
7	09900: Painting	1,900	1,900	0	0	0	1,900	0	0
8	11000: Stainless Steel Doors	1,200	0	0	0	0	0	1,200	0
GRAND TOTAL		50,150	48,650	300		0	48,950	1,200	0

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



ATTACHMENT 3 LOCATION MAP



City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 8.0 A.3

Agenda Item:

Pay Estimate No. 3 for the Wild Rice Drive Reconstruction Project

Requested Action:

Consider approval of Pay Estimate No. 3

Background Information:

Attached is a copy of Pay Estimate No. 3 to Dresel Contracting, Inc for the Wild Rice Drive Reconstruction Project. The major pay items for this pay request include installation of aggregate base and bituminous base and wear. The Pay Estimate includes payment for work completed to date minus a five percent retainage. We recommend partial payment of \$480,378.78. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$ 893,036.87
Less Previous Payments	\$ 368,006.25
Less 5% Retainage	\$ <u>44,651.84</u>
Total payment	\$ 480,378.78

Attachments:

1. Pay Estimate No. 3
2. Project Location Map

Fiscal Impact:

The total construction cost for this project is estimated to be \$982,244.32. Construction costs for this project are financed through the City's Municipal State Aid Construction fund.

Recommendation(s):

Staff recommends Council consider approval of Pay Estimate No. 3 in the amount of \$480,378.78 for the Wild Rice Drive Reconstruction Project.

City Council Action

Motion by:_____

Second by:_____

Vote Yes: _____

Vote No: _____

No Action Required: _____

**PAY ESTIMATE #3
CITY OF EAST BETHEL
Wild Rice Drive Reconstruction Project**

Date: July 7, 2010

Honorable Mayor & City Council
City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011

RE: Wild Rice Drive Reconstruction Project

Contractor: Dresel Contracting, Inc.
Award Date: September 23, 2009
Completion Date: July 30, 2010

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Dresel Contracting, Inc.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$42,500.00	\$ 42,500.00	0.90	\$ 38,250.00
2	CLEARING	1.65	ACRE	\$1,100.00	\$ 1,815.00	1.60	\$ 1,760.00
3	CLEARING	17	TREE	\$55.00	\$ 935.00	46	\$ 2,530.00
4	GRUBBING	1.30	ACRE	\$1,100.00	\$ 1,430.00	1.25	\$ 1,375.00
5	GRUBBING	17	TREE	\$55.00	\$ 935.00	46	\$ 2,530.00
6	REMOVE PIPE CULVERTS	647	LIN FT	\$5.00	\$ 3,235.00	770	\$ 3,850.00
7	REMOVE RETAINING WALL	18	LIN FT	\$10.00	\$ 180.00	18	\$ 180.00
8	REMOVE CONCRETE PAVEMENT	149	SQ YD	\$3.00	\$ 447.00	162	\$ 486.00
9	REMOVE BITUMINOUS PAVEMENT	22,308	SQ YD	\$1.20	\$ 26,769.60	22,308	\$ 26,769.60
10	REMOVE CONCRETE APRON	1	EACH	\$50.00	\$ 50.00	1	\$ 50.00
11	REMOVE SEPTIC TANK	1	EACH	\$500.00	\$ 500.00	1	\$ 500.00
12	REMOVE SIGN	23	EACH	\$31.00	\$ 713.00	24	\$ 744.00
13	SAWING CONCRETE PAVEMENT (FULL DEPTH)	83	LIN FT	\$5.00	\$ 415.00	64	\$ 320.00
14	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	593	LIN FT	\$4.00	\$ 2,372.00	260	\$ 1,040.00
15	SALVAGE FENCE	244	LIN FT	\$6.00	\$ 1,464.00	244	\$ 1,464.00
16	SALVAGE SIGN	2	EACH	\$31.00	\$ 62.00		\$ -
17	COMMON EXCAVATION (P)	20,345	CU YD	\$4.60	\$ 93,587.00	20,345	\$ 93,587.00
18	MUCK EXCAVATION	9,434	CU YD	\$4.85	\$ 45,754.90	11,216	\$ 54,397.60
19	GRANULAR BORROW (LV)	9,377	CU YD	\$0.01	\$ 93.77	16,757	\$ 167.57
20	DEWATERING	1	LUMP SUM	\$1.00	\$ 1.00	1	\$ 1.00
21	HAUL & STOCKPILE EXCESS MATERIAL (LV)	4,405	CU YD	\$1.00	\$ 4,405.00	6,107	\$ 6,107.00
22	WOOD CHIPS (LV)	11	CU YD	\$65.00	\$ 715.00		\$ -
23	AGGREGATE BASE CLASS 5	8,539	TON	\$9.60	\$ 81,974.40	6,652	\$ 63,859.20
24	MILL BITUMINOUS SURFACE (2")	72.5	SQ YD	\$30.00	\$ 2,175.00	118.3	\$ 3,549.00
25	BITUMINOUS PAVEMENT RECLAMATION	1,973	SQ YD	\$1.50	\$ 2,959.50	1,973	\$ 2,959.50
26	TYPE MV 3 WEARING COURSE MIXTURE (B)	4,167	TON	\$52.40	\$ 218,350.80	4,361	\$ 228,516.40
27	TYPE MV 3 NON WEARING COURSE MIXTURE (B)	3,795	TON	\$48.70	\$ 184,816.50	3,738	\$ 182,040.60
28	CONCRETE FLUME	6	EACH	\$500.00	\$ 3,000.00	7	\$ 3,500.00
29	15" CS PIPE CULVERT	477	LIN FT	\$21.00	\$ 10,017.00	447	\$ 9,387.00
30	24" CS PIPE CULVERT	40	LIN FT	\$40.00	\$ 1,600.00	40	\$ 1,600.00
31	15" GS PIPE APRON	30	EACH	\$225.00	\$ 6,750.00	28	\$ 6,300.00
32	24" GS PIPE APRON	2	EACH	\$450.00	\$ 900.00	2	\$ 900.00
33	15" RC PIPE APRON	9	EACH	\$425.00	\$ 3,825.00	9	\$ 3,825.00
34	18" RC PIPE APRON	4	EACH	\$500.00	\$ 2,000.00	3	\$ 1,500.00
35	21" RC PIPE APRON	2	EACH	\$575.00	\$ 1,150.00	4	\$ 2,300.00

PAY ESTIMATE #3
CITY OF EAST BETHEL
Wild Rice Drive Reconstruction Project

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
36	24" RC PIPE APRON	6	EACH	\$650.00	\$ 3,900.00	6	\$ 3,900.00
37	18" RC SAFETY APRON	2	EACH	\$650.00	\$ 1,300.00	2	\$ 1,300.00
38	TRASH GUARD FOR 15" PIPE APRON	3	EACH	\$300.00	\$ 900.00	3	\$ 900.00
39	TRASH GUARD FOR 18" PIPE APRON	2	EACH	\$350.00	\$ 700.00	3	\$ 1,050.00
40	TRASH GUARD FOR 21" PIPE APRON	2	EACH	\$400.00	\$ 800.00	2	\$ 800.00
41	15" RC PIPE SEWER DESIGN 3006, CL V	1081	LIN FT	\$19.00	\$ 20,539.00	1,082	\$ 20,558.00
42	18" RC PIPE SEWER DESIGN 3006, CL III	535	LIN FT	\$22.00	\$ 11,770.00	492	\$ 10,824.00
43	21" RC PIPE SEWER DESIGN 3006, CL III	429	LIN FT	\$26.00	\$ 11,154.00	477	\$ 12,402.00
44	24" RC PIPE SEWER DESIGN 3006, CL III	168	LIN FT	\$38.00	\$ 6,384.00	168	\$ 6,384.00
45	SEPTIC TANK	1	EACH	\$9,500.00	\$ 9,500.00	1	\$ 9,500.00
46	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48 - 4020	39.47	LIN FT	\$215.00	\$ 8,486.05	39.47	\$ 8,486.05
47	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	2.81	LIN FT	\$350.00	\$ 983.50	2.81	\$ 983.50
48	CONSTRUCT DRAINAGE STRUCTURE DESIGN N	14.42	LIN FT	\$210.00	\$ 3,028.20	14.42	\$ 3,028.20
49	CASTING ASSEMBLY	12	EACH	\$425.00	\$ 5,100.00	12	\$ 5,100.00
50	RANDOM RIPRAP CLASS III	17.6	CU YD	\$50.00	\$ 880.00	50.6	\$ 2,530.00
51	SIDEWALK	72	SQ FT	\$7.00	\$ 504.00	96	\$ 672.00
52	CONCRETE CURB & GUTTER DESIGN B418	3,041	LIN FT	\$10.25	\$ 31,170.25	3,445	\$ 35,311.25
53	6" CONCRETE DRIVEWAY PAVEMENT	203.5	SQ YD	\$40.00	\$ 8,140.00	119.8	\$ 4,792.00
54	8" CONCRETE DRIVEWAY PAVEMENT	20.7	SQ YD	\$50.00	\$ 1,035.00	55.4	\$ 2,770.00
55	PEDESTRIAN CURB RAMP	1	EACH	\$525.00	\$ 525.00	1	\$ 525.00
56	MAILBOX SUPPORT	24	EACH	\$125.00	\$ 3,000.00		\$ -
57	LANDSCAPE EDGER	140	LIN FT	\$10.00	\$ 1,400.00		\$ -
58	GUIDE POST TYPE B	25	EACH	\$51.00	\$ 1,275.00		\$ -
59	TRAFFIC CONTROL	1	LUMP SUM	\$10,000.00	\$ 10,000.00	0.80	\$ 8,000.00
60	SIGN PANELS TYPE C	330.0	SQ FT	\$33.00	\$ 10,890.00		\$ -
61	SIGN PANELS TYPE D	101.9	SQ FT	\$36.00	\$ 3,668.40		\$ -
62	CONIFEROUS TREE 4' HT B&B	12	TREE	\$250.00	\$ 3,000.00		\$ -
63	DECIDUOUS TREE 4' HT B&B	5	TREE	\$250.00	\$ 1,250.00		\$ -
64	CONIFEROUS SHRUB 2' HT CONT	12	SHRUB	\$200.00	\$ 2,400.00		\$ -
65	SILT FENCE, TYPE MACHINE SLICED	6,410	LIN FT	\$1.10	\$ 7,051.00	6,164	\$ 6,780.40
66	STORM DRAIN INLET PROTECTION	23	EACH	\$75.00	\$ 1,725.00		\$ -
67	FILTER LOG TYPE STRAW BIOROLL	1,152	LIN FT	\$1.00	\$ 1,152.00	95	\$ 95.00
68	TEMPORARY ROCK CONSTRUCTION ENTRANCE	2	EACH	\$500.00	\$ 1,000.00		\$ -
69	EROSION CONTROL BLANKETS CATEGORY 3	829	SQ YD	\$1.25	\$ 1,036.25		\$ -
70	EROSION STABILIZATION MAT CLASS 2	180	SQ YD	\$5.00	\$ 900.00		\$ -
71	TURF ESTABLISHMENT	8.7	ACRE	\$600.00	\$ 5,220.00		\$ -
72	4" SOLID LINE WHITE - EPOXY	13,940	LIN FT	\$0.20	\$ 2,788.00		\$ -
73	4" DOUBLE SOLID LINE YELLOW - EPOXY	6,726	LIN FT	\$0.41	\$ 2,757.66		\$ -
74	24" STOP LINE WHITE - EPOXY	36	LIN FT	\$7.25	\$ 261.00		\$ -

TOTAL WORK COMPLETED TO DATE	\$ 893,036.87
LESS 5% RETAINAGE:	\$ 44,651.84
LESS PAY ESTIMATE #1:	\$ 85,399.87
LESS PAY ESTIMATE #2:	\$ 282,606.38
WE RECOMMEND PAYMENT OF:	\$ 480,378.78

**PAY ESTIMATE #3
CITY OF EAST BETHEL
Wild Rice Drive Reconstruction Project**

APPROVALS:

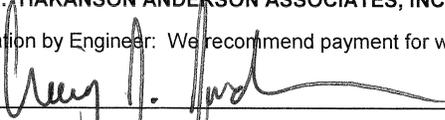
CONTRACTOR: DRESEL CONTRACTING, INC.

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

Signed: 
Title: SEC. Date 6/25/2010.

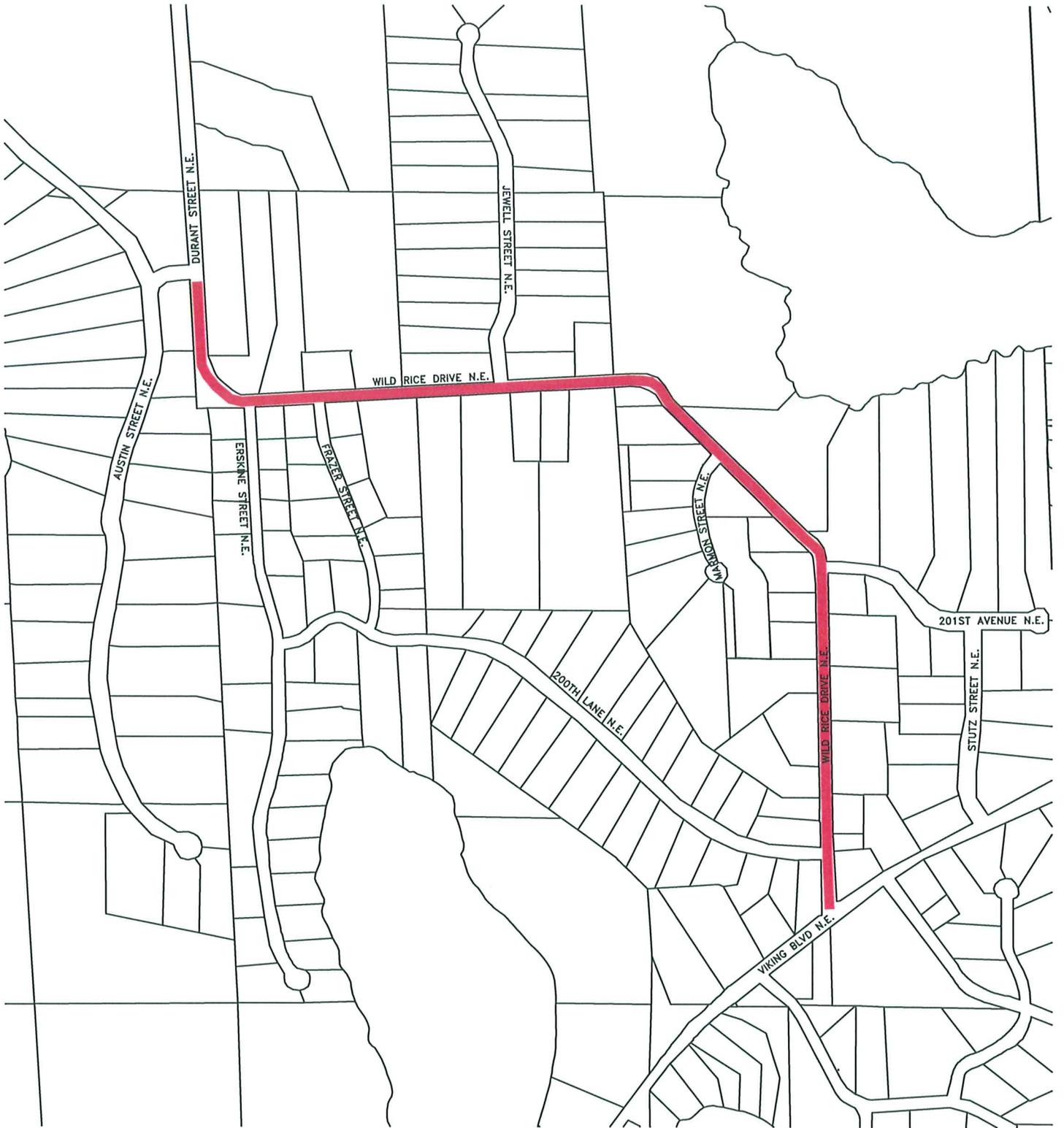
ENGINEER: HAKANSON ANDERSON ASSOCIATES, INC.

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

Signed: 
Title: City Engineer Date 6/24/10

OWNER: CITY OF EAST BETHEL

Signed: _____
Title: _____ Date _____



— PROJECT LOCATION

LOCATION MAP ATTACHMENT 2



City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 8.0 A.4

Agenda Item:

Pay Estimate No. 3 for Well No. 2 Construction, Well Pump, Piping and Electrical Revisions to Pumphouse No. 1

Requested Action:

Consider approval of Pay Estimate No. 3

Background Information:

Attached is a copy of Pay Estimate No. 3 to Municipal Builders, Inc for Well No. 2 Construction, Well Pump, Piping and Electrical Revisions to Pumphouse No. 1. The major pay items for this pay request include well development, sandstone removal, and piping and valve installation. The Pay Estimate includes payment for work completed to date minus a five percent retainage. We recommend partial payment of \$36,161.18. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$ 170,777.98
Less Previous Payments	\$ 126,077.90
Less 5% Retainage	<u>\$ 8,538.90</u>
Total payment	\$ 36,161.18

Attachment(s):

1. Pay Estimate No. 3
2. Project Location Map

Fiscal Impact:

The total project cost is estimated to be \$373,004. The city has received a Disadvantaged Community Funds Grant in the amount \$298,403 and \$74,601 from the Public Facilities Authority's Drinking Water Loan program. The loan will be paid back over 20 years at a 1% interest rate. The loan payment will be repaid through user fees.

Recommendation(s):

Staff recommends Council consider approval of Pay Estimate No. 3 in the amount of \$36,161.18 for Well No. 2 Construction, Well Pump, Piping and Electrical Revisions to Pumphouse No. 1.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

PAY ESTIMATE #3
CITY OF EAST BETHEL
Improvement Project No. 2009-02, Well No. 2 Construction, Well Pump,
Piping and Pumphouse No. 1 Electrical Revisions

OWNER

July 7, 2010

Honorable Mayor & City Council
 City of East Bethel
 2241 221st Avenue NE
 East Bethel, MN 55011

RE: Improvement Project No. 2009-02, Well No. 2 Construction, Well Pump, Piping and Pumphouse No. 1 Electrical Revisions

Contractor: Municipal Builders, Inc.
 Award Date: January 21, 2010
 Completion Date: July 30, 2010

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Municipal Builders, Inc..

Bid Schedule "A" - Test Well Construction

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	Mobilization & Demobilization	1	LS	\$3,000.00	\$ 3,000.00	1	\$ 3,000.00
2	Drill & Drive 4" Steel Casing	180	FT	\$37.50	\$ 6,750.00	160	\$ 6,000.00
3	Drill 4" Open Hole	95	FT	\$15.00	\$ 1,425.00	125	\$ 1,875.00
4	Gamma Log & Report	1	LS	\$2,025.00	\$ 2,025.00	1	\$ 2,025.00
5	F.I.R. Packer & Test Pump	1	LS	\$6,000.00	\$ 6,000.00	1	\$ 6,000.00
6	Test Pump	10	HR	\$225.00	\$ 2,250.00	10	\$ 2,250.00
7	Water Quality Tests and Report	1	LS	\$3,000.00	\$ 3,000.00	1	\$ 3,000.00
8	Seal Test Well	1	LS	\$2,700.00	\$ 2,700.00	1	\$ 2,700.00
Total Bid Schedule "A"							\$ 26,850.00

Bid Schedule "B" - Construct Municipal Well No. 2

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	Mobilization	1	LS	\$17,850.00	\$ 17,850.00	0.75	\$ 13,387.50
2	Drill/Drive 24" Outer Casing	110	LF	\$210.00	\$ 23,100.00	97	\$ 20,370.00
3	Drill 23" nominal open hole	180	LF	\$115.50	\$ 20,790.00	189	\$ 21,829.50
4	Fill/Bail Open Hole	20	CY	\$105.00	\$ 2,100.00	12	\$ 1,260.00
5	Set 18" Inner Casing	185	LF	\$94.50	\$ 17,482.50	212	\$ 20,034.00
6	Furnish & Install Neat Cement Grout	10	CY	\$472.50	\$ 4,725.00	13	\$ 6,142.50
7	Explosive Development	200	LBS	\$26.25	\$ 5,250.00	205	\$ 5,381.25
8	F.I.R. Development Equipment	1	LS	\$5,775.00	\$ 5,775.00	1	\$ 5,775.00
9	Develop Well (Decompressing/Surging)	100	HR	\$183.75	\$ 18,375.00	24	\$ 4,410.00
10	Sandstone Removal	500	CY	\$63.00	\$ 31,500.00	150	\$ 9,450.00
11	F.I.R. Test Pump Equipment	1	LS	\$5,250.00	\$ 5,250.00		\$ -
12	Test Pump Well, Drawdown and Recovery	60	HR	\$157.50	\$ 9,450.00		\$ -
13	Disinfect Well	1	LS	\$157.50	\$ 157.50		\$ -
14	Video Record Well	1	LS	\$997.50	\$ 997.50		\$ -
15	Water Analysis - Report/Permit/Submittals	1	LS	\$1,260.00	\$ 1,260.00		\$ -
16	Plumbness and Alignment Test	1	LS	\$525.00	\$ 525.00		\$ -
17	Furnish and Install Submersible Well Pump & Motor	1	EACH	\$10,237.50	\$ 10,237.50		\$ -
18	Electric Cable Submersible (Pump to Well Head)	160	LF	\$6.30	\$ 1,008.00		\$ -
19	6" Drop Pipe	160	LF	\$36.75	\$ 5,880.00		\$ -
20	18" Pitless Adapter Unit	1	EACH	\$25,725.00	\$ 25,725.00		\$ -
21	Variable Frequency Drive, Power and Control Conduits & Wiring for Well Pump and Flow Meter	1	LS	\$23,799.00	\$ 23,799.00	0.25	\$ 5,949.75
22	Miscellaneous Piping, Valves and Fittings	1	LS	\$34,021.00	\$ 34,021.00	0.88	\$ 29,938.48
23	Demobilization & Site Restoration	1	LS	\$8,252.00	\$ 8,252.00		\$ -
Total Bid Schedule "B"							\$ 143,927.98

PAY ESTIMATE #3
CITY OF EAST BETHEL
Improvement Project No. 2009-02, Well No. 2 Construction, Well Pump,
Piping and Pumphouse No. 1 Electrical Revisions

OWNER

Bid Schedule "A"	\$ 26,850.00
Bid Schedule "B"	\$ 143,927.98
TOTAL	<u>\$ 170,777.98</u>
Total Work Completed to Date	<u>\$ 170,777.98</u>
LESS 5% RETAINAGE:	<u>\$ 8,538.90</u>
LESS PAY ESTIMATE NO. 1	<u>\$ 67,162.10</u>
LESS PAY ESTIMATE NO. 2	<u>\$ 58,915.80</u>
WE RECOMMEND PAYMENT OF:	<u><u>\$ 36,161.18</u></u>

APPROVALS:

CONTRACTOR: MUNICIPAL BUILDERS, INC.

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

Signed: *Nathan Newbauer*

Title: PROJECT COORDINATOR Date 6-25-10

ENGINEER: HAKANSON ANDERSON ASSOCIATES, INC.

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

Signed: *King J. J.*

Title: City Engineer Date 6/24/10

OWNER: CITY OF EAST BETHEL

Signed: _____

Title: _____ Date _____



LOCATION MAP ATTACHMENT 2



City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 8.0 C.1

Agenda Item:

2011 Budget Work Meetings

Requested Action:

Consider setting work sessions to review the 2011 Budget

Background Information:

On Friday, July 2, 2010, staff provided Council with a proposed 2011 Budget. Staff is requesting Council set a work session(s) meeting date(s) to review the proposed 2011 Budget.

Fiscal Impact:

None at this time

Recommendation(s):

Staff is seeking guidance from Council on dates for this work session.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 8.0 E.1

Agenda Item:

Ordinance 26, Second Series, An Ordinance Amending Chapter 54, Signs of the East Bethel City Code

Requested Action:

Consider Adoption of Ordinance 26, Second Series, An Ordinance Amending Chapter 54, Signs, of the East Bethel City Code

Background Information:

In 2010, Minnesota State Legislature amended M.S. Chapter 184 as it relates to the posting of noncommercial signs. M.S. Chapter 184 provides that in any municipality, whether or not the municipality has an ordinance that regulates the size and number of noncommercial signs, must allow all commercial signs of any size may be posted in any number from 46 days before the state primary in a state general election year until 10 days following the state general election.

This change to the statute makes the current City ordinance noncompliant. Current code reads as follows:

Sec. 54-3. General provisions.

(f) *Prohibited signs.* The following signs and advertising devices are prohibited:

- (2) All noncommercial signs may be posted in any number from August 1 in a general election year until 10 days following the state general election.

The proposed language is as follows with changes noted as strike-through and/or underline.

Sec. 54-3. General provisions.

(f) *Prohibited signs.* The following signs and advertising devices are prohibited:

- (3) All noncommercial signs may be posted in any number from ~~August 1~~ 46 days before the state primary in a general election year until 10 days following the state general election.

Attachment(s):

1. Ordinance 26, Second Series, An Ordinance Amending Chapter 54, Signs of the East Bethel City Code

Fiscal Impact:

Not at this time

Recommendation(s):

Staff recommends approval of Ordinance 26, Second Series, An Ordinance Amending Chapter 54 of the East Bethel City Code to comply with Minnesota Statutes, Chapter 184 and direction to publish the ordinance.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

ORDINANCE NO. 26, Second Series

AN ORDINANCE AMENDING CHAPTER 54 OF THE EAST BETHEL CITY CODE

The City Council of the City of East Bethel ordains:

Sec. 54-3. General provisions.

(f) *Prohibited signs.* The following signs and advertising devices are prohibited:

- (2) All noncommercial signs may be posted in any number from 46 days before the state primary in a general election year until 10 days following the state general election.

Adopted by the City Council of the City of East Bethel, Minnesota, this 7th day of July, 2010.

For the City:

Greg Hunter, Mayor

ATTEST:

Douglas Sell, City Administrator

Adopted: July 7, 2010
Published: July 16, 2010
Effective: July 16, 2010



City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 8.0 G.1

Agenda Item:

Rescind Resolution 2010-29 Denying the Premises Permit for MN/USA Wrestling for Fat Boys Bar & Grill

Requested Action:

Consider rescinding Resolution 2010-29 Denying the Premises Permit for MN/USA Wrestling for Fat Boys Bar & Grill

Background Information:

On June 4, 2010 the City received an application for a Gambling Premises Permit from MN/USA Wrestling Inc. for a charitable gambling operation located at Fat Boys Bar and Grill. Council reviewed this application at their June 16, 2010 City Council meeting and adopted Resolution 2010-29 Denying the Premises Permit for MN/USA Wrestling for Fat Boys Bar & Grill. Council, by a vote of 3 ayes, 2 nays, denied the application based on East Bethel City Code Chapter 42, Offenses and Miscellaneous, Article V, Lawful Gambling, Section 42-193, Premises Permit Application, provides that the City Council “shall disapprove an application for renewal or issuance of a premises permit for any of the following reasons: (1) Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three years.” MN/USA Wrestling’s application indicated one such violation has happened in the last three years. The Gambling Control Board informed the City of East Bethel that MN/USA Wrestling had three violations since March of 2010.

Staff informed MN/USA Wrestling of Council’s decision in writing on June 17, 2010 and included the appeal process in that letter. Mr. Dan Chandler, State Coach/Gambling Manager of MN/USA Wrestling contacted staff on Tuesday, June 22, 2010 via e-mail. He informed staff that he had been under the impression that the City application referred to City violations. Mr. Chandler indicated that the violations were citations issued by Minneapolis of a clerical nature. He also stated that under the new procedures in place, the State Gambling Control Board (GCB) no longer requires premises permits unless a new site is involved. Mr. Chandler said that MN/USA Wrestling only renewed the Fat Boys site to give the owners of Fat Boys Bar & Grill time to find another non profit to conduct gambling at their premises. He indicated that GCB had approved their lease and site license and they did not need a premises permit.

Staff contacted GCB and they indicated that MN/USA Wrestling did not need the City to issue a resolution in support of the premises permit because it is not a new site. The only change to the premises permit was the rental terms. (They went from 10% of the gross profits per month of profits to be paid to Fat Boys for rent to 0% of the gross profits per month to be paid for rent.) A

change in the law in 2009 no longer requires a resolution of support if the premises permit is being renewed. A resolution is only required for a new premises permit. This means the gambling entities in the City will not be renewing every three (3) years, or coming to the City and requesting a resolution of support for their existing site. The only time they will come to the City is if they want to operate out of a new site.

Staff responded to Mr. Chandler's e-mail advising him that if GCB does not require a new resolution of support for the Fat Boys site because only the rental terms changed, then our suggestion would be that he send an e-mail to the City requesting his premises permit application be withdrawn. We also advised Mr. Chandler that we would place this issue before Council on July 7, 2010 for consideration.

Mr. Chandler responded by e-mail on Thursday, June 24, 2010 indicating he would like to withdraw his premises permit application previously submitted on June 4, 2010 for a Gambling Premises Permit from MN/USA Wrestling Inc. for a charitable gambling operation located at Fat Boys Bar and Grill.

Fiscal Impact:

None

Recommendation(s):

Staff is recommending Council consider rescinding Resolution 2010-29 Denying the Premises Permit for MN/USA Wrestling for Fat Boys Bar & Grill as requested by Mr. Chandler, State Coach/Gambling Manager of MN/USA Wrestling.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



City of East Bethel City Council Agenda Information

Date:

July 7, 2010

Agenda Item Number:

Item 8.0 G.1

Agenda Item:

Closed Session – Discussion of Real Estate Purchase

Requested Action:

Consider closing the regular City Council meeting pursuant to M.S. Section 13D.05, subd. 3 for discussion of real estate purchase.

Background Information:

Council directed that appraisals be obtained for several parcels as part of the City’s utility infrastructure. A closed session discussion is permitted pursuant to Minnesota Statutes allowing the City Council to discuss land acquisition strategies.

Attachment(s):

None

Fiscal Impact:

None at this time

Recommendation(s):

Staff recommends Council close the regular City Council meeting pursuant to Minnesota Statutes, Section 13D.05, subd. 3.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____