

City of East Bethel

City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: April 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 | Public Forum |
| 7:43 PM | 5.0 | Presentation – Senator Michael Jungbauer – Update on Legislative Activities |
| | Page 1 | |
| 8:00 PM | 6.0 | Consent Agenda |
| | | <i>Any item on the consent agenda may be removed for consideration by request of any one Council Member and put on the regular agenda for discussion and consideration.</i> |
| | Page 4-8 | A. Approve Bills |
| | Page 9-16 | B. Meeting Minutes, March 17, 2010, Regular City Council Meeting |
| | Page 17-20 | C. Meeting Minutes, March 17, 2010, City Council Work Meeting |
| | Page 21-26 | D. Resolution 2010-13 Administrative Subdivisions |
| | Page 27-34 | E. Escrow Agreement Firebird Land LLC and Bethel Properties, Inc. |
| | | F. Accept Firefighter Resignation |
| | | New Business |
| | 7.0 | Commission, Association and Task Force Reports |
| | | A. Planning Commission (No Report) |
| | | B. Park Commission (No Report) |
| 8:05 PM | | C. Road Commission |
| | Page 35-37 | 1. Class V Project Bids for 2010 |
| | | 8.0 Department Reports |
| 8:10 PM | | A. Engineer |
| | Page 38-43 | 1. City Engineer Contract Addendum #5 |
| | Page 44-49 | 2. Resolution 2010-14 Ordering Improvement and Preparation of Plans for 2010 Improvement Projects |
| | Page 50-54 | 3. City Engineer Contract Addendum #6 |
| | | B. Attorney (No Report) |
| 8:25 PM | | C. Finance |
| | Page 55-58 | 1. Recovery Zone – Economic Development Bonds |
| | | D. Public Works (No Report) |
| 8:35 PM | | E. Planning and Inspection/Code Enforcement |
| | Page 59-68 | 1. SNEA Overlay District |
| | | F. Fire Department (No Report) |
| 8:55 PM | | G. City Administrator |
| | Page 69-88 | 1. Trane – Ice Arena Maintenance Agreement |

9.0 Other

9:00 PM

A. Council Reports

9:10 PM

B. Other

9:20 PM

10.0 Adjourn



City of East Bethel City Council Agenda Information

Date:

April 7, 2010

Agenda Item Number:

Item 5.0

Agenda Item:

Senator Jungbauer – Update on Legislative Activities

Requested Action:

Senator Jungbauer will provide an update on the 2010 Legislative activities

Background Information:

Senator Jungbauer has been invited to provide an update on the 2010 Legislative activities.

Senator Jungbauer currently serves on the following committees:

- Capital Investment
- Energy, Utilities, Technology and Communications
- Finance Subcommittee: State Government Budget Division
- Finance Subcommittee: Transportation Budget and Policy Division
- Finance Subcommittee: Transportation Budget and Policy Division-Transit Subdivision
- Transportation
- Transportation Subcommittee: Airways, Waterways and Railways

Fiscal Impact:

None at this time

Recommendation(s):

No Action Required

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



City of East Bethel City Council Agenda Information

Date:

April 7, 2010

Agenda Item Number:

Item 6.0 A-F

Agenda Item:

Consent Agenda

Requested Action:

Consider approving Consent Agenda as presented

Background Information:

Item A

Bills/Claims

Item B

Meeting Minutes, March 17, 2009 Regular City Council

Meeting minutes from the March 17, 2010 Regular City Council Meeting are attached for your review and approval.

Item C

Meeting Minutes, March 17, 2010, City Council Work Meeting

Meeting minutes from the March 17, 2010 City Council Work Meeting are attached for your review and approval.

Item D

Resolution 2010-13 Administrative Subdivisions

This resolution provides for the administrative subdivisions that finalizes the boundary line issues between Firebird Properties, LLC and Bethel Properties. The City is a party to this as it must approve the boundary line adjustments as an administrative subdivision of property subject to City Code requirements.

Item E

Escrow Agreement – Firebird Land, LLC and Bethel Properties, Inc.

This agreement sets out the details for the “land swap” between Firebird Properties, LLC and Bethel Properties and the City. Upon execution, parties will exchange deeds and pay the sums due the City and Firebird Properties, LLC. This document will be filed at the County and represents the close of this transaction.

Item F

Accept Firefighter Resignation

Mr. Steven Arzdorf has submitted his resignation as a Firefighter for the City of East Bethel. Staff is recommending accepting the resignation from Mr. Steven Arzdorf effective April 8, 2010.

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 April 7, 2010	\$459,606.84
Electronic Payments	\$55,655.33
Payroll City Council - March 18, 2010	\$1,552.82
Payroll City Staff - March 18, 2010	\$36,344.15
Payroll City Staff - April 1, 2010	\$36,830.01
Total to be Approved for Payment April 7, 2010	\$589,989.15

Approved by Council Member:

Steve Voss Kathy Paavola Greg Hunter Steve Channer Bill Boyer

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City of East Bethel

April 7, 2010

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
205-207th East 65 Service Road	Architect/Engineering Fees	PA00018400I	MN Dept of Transportation	406	43122	104.66
Arena Operations	Bldgs/Facilities Repair/Maint	32210	Connexus Energy	615	49851	21.32
Arena Operations	Concession for Resale	781678	The Watson Co, Inc.	615	49851	171.33
Arena Operations	Concession for Resale	782233	The Watson Co, Inc.	615	49851	244.54
Arena Operations	Concession for Resale	781907	The Watson Co, Inc.	615	49851	235.40
Arena Operations	Concession for Resale	781415	The Watson Co, Inc.	615	49851	151.48
Arena Operations	Electric Utilities	32210	Connexus Energy	615	49851	3,514.05
Arena Operations	Refuse Removal	1187822	Walters Recycling, Inc.	615	49851	243.84
Building Inspection	Telephone	332373310-100	Nextel Communications	101	42410	21.85
Central Services/Supplies	Legal Notices	IQ 01766015	ECM Publishers, Inc.	101	48150	174.25
Central Services/Supplies	Legal Notices	IQ 01766880	ECM Publishers, Inc.	101	48150	92.25
Central Services/Supplies	Legal Notices	IQ 01766329	ECM Publishers, Inc.	101	48150	44.00
Central Services/Supplies	Office Equipment Rental	147582027	Loffler Companies, Inc.	101	48150	472.75
Central Services/Supplies	Office Equipment Rental	5896486-MR10	Pitney Bowes, Inc.	101	48150	137.10
Central Services/Supplies	Office Supplies	511262494001	Office Depot	101	48150	83.07
Central Services/Supplies	Office Supplies	511262494002	Office Depot	101	48150	10.57
Central Services/Supplies	Office Supplies	511777546001	Office Depot	101	48150	61.07
Central Services/Supplies	Office Supplies	513302984001	Office Depot	101	48150	143.64
Central Services/Supplies	Office Supplies	512635644001	Office Depot	101	48150	67.69
Central Services/Supplies	Postage/Delivery	63899	Customgraphix	101	48150	587.18
Central Services/Supplies	Postage/Delivery	32910	Reserve Account	101	48150	1,000.00
Central Services/Supplies	Printing and Duplicating	63899	Customgraphix	101	48150	1,525.37
Central Services/Supplies	Telephone	6637609	Integra Telecom	101	48150	233.28
City Administration	Telephone	2368450568	Verizon Wireless	101	41320	23.18
City Administration	Travel Expenses	33010	Douglas Sell	101	41320	200.00
Coon Lake Beach Park	General Operating Supplies	1212019	Cemstone Products Company	407	43240	105.81
Coon Lake Beach Park	General Operating Supplies	1211708	Cemstone Products Company	407	43240	160.31
Cty HRA Grant Utility System	Architect/Engineering Fees	131189	Bolton & Menk, Inc.	228	22800	4,128.00
Fire Department	Bldgs/Facilities Repair/Maint	32210	Connexus Energy	101	42210	5.32
Fire Department	Bldgs/Facilities Repair/Maint	188037	Metro Garage Door Co.	101	42210	375.30
Fire Department	Dues and Subscriptions	2010	MN Chapter IAAI	101	42210	25.00
Fire Department	Electric Utilities	32210	Connexus Energy	101	42210	727.33
Fire Department	Employer Paid Expenses	2000SFS-22	Alexandria Technical College	231	42210	180.00
Fire Department	Employer Paid Expenses	110010596	Allina Hospitals & Clinic	231	42210	698.00
Fire Department	Employer Paid Expenses	9001	Lancelot E. Furber	231	42210	1,500.00
Fire Department	Employer Paid Expenses	267	MFSCB	231	42210	640.00
Fire Department	Motor Vehicles	64593	General Safety Equipment	701	42210	47,867.00
Fire Department	Motor Vehicles Parts	1539-380131	O'Reilly Auto Parts	101	42210	-33.77
Fire Department	Motor Vehicles Parts	1539-379276	O'Reilly Auto Parts	101	42210	64.11
Fire Department	Motor Vehicles Parts	1539-379275	O'Reilly Auto Parts	101	42210	57.52
Fire Department	Motor Vehicles Parts	1539-379563	O'Reilly Auto Parts	101	42210	101.24
Fire Department	Motor Vehicles Parts	1539-378769	O'Reilly Auto Parts	101	42210	179.49
Fire Department	Office Supplies	511886494001	Office Depot	101	42210	221.30
Fire Department	Office Supplies	511267258001	Office Depot	101	42210	73.99
Fire Department	Other Advertising	10621	City of Roseville	231	42210	96.36
Fire Department	Other Advertising	09TF2485-2	Taho Sportswear, Inc.	231	42210	548.20
Fire Department	Professional Services Fees	32910	City of East Bethel	231	42210	1,666.67
Fire Department	Refuse Removal	1187820	Walters Recycling, Inc.	101	42210	35.87
Fire Department	Telephone	6637609	Integra Telecom	101	42210	145.82
Fire Department	Telephone	332373310-100	Nextel Communications	101	42210	118.95
Fire Department	Travel Expenses	30810	Dan Berry	231	42210	372.39

City of East Bethel

April 7, 2010

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Fire Department	Travel Expenses	30810	Doebbert, Doug	231	42210	267.02
Fire Department	Travel Expenses	30810	Tammi Gimpl	231	42210	245.04
Fire Department	Travel Expenses	30810	William Hunt	231	42210	420.40
General Govt Buildings/Plant	Electric Utilities	32210	Connexus Energy	101	41940	712.75
Legal	Legal Fees	33010	Randall and Goodrich, P.L.C.	101	41610	3,113.20
Park Maintenance	Bldg/Facility Repair Supplies	534328	Sports Unlimited, Inc.	101	43201	128.19
Park Maintenance	Clothing & Personal Equipment	470432919	Cintas Corporation #470	101	43201	45.81
Park Maintenance	Clothing & Personal Equipment	470439861	Cintas Corporation #470	101	43201	45.81
Park Maintenance	Clothing & Personal Equipment	470432919	Cintas Corporation #470	101	43201	24.00
Park Maintenance	Electric Utilities	32210	Connexus Energy	101	43201	547.13
Park Maintenance	Equipment Parts	24723	Menards Cambridge	101	43201	67.12
Park Maintenance	General Operating Supplies	70600	Aker Doors, Inc.	101	43201	46.00
Park Maintenance	Heating Fuels/Propane	24634	River Country Cooperative	101	43201	89.99
Park Maintenance	Heating Fuels/Propane	24638	River Country Cooperative	101	43201	89.99
Park Maintenance	Motor Vehicles Parts	1539-377926	O'Reilly Auto Parts	101	43201	54.57
Park Maintenance	Personnel Advertising	IQ 01765960	ECM Publishers, Inc.	101	43201	74.00
Park Maintenance	Personnel/Labor Relations	601264	LexisNexis Risk Solutions Inc.	101	43201	96.00
Park Maintenance	Professional Services Fees	33010	Jill Teetzel	101	43201	55.00
Park Maintenance	Shop Supplies	9209626408	Grainger	101	43201	57.98
Park Maintenance	Shop Supplies	1407697	Kimball Midwest	101	43201	100.00
Park Maintenance	Small Tools and Minor Equip	12438	St Francis True Value Hdw	101	43201	155.31
Park Maintenance	Telephone	6637609	Integra Telecom	101	43201	53.46
Park Maintenance	Telephone	332373310-100	Nextel Communications	101	43201	87.44
Payroll	Insurance Premium	4399296	Delta Dental	101		1,040.30
Payroll	Insurance Premium	40278	Fort Dearborn Life Insurance	101		1,381.69
Payroll	Insurance Premium	19992713	Medica Health Plans	101		8,031.23
Payroll	Insurance Premium	40278	MN NCPERS Life Ins	101		144.00
Planning and Zoning	Conferences/Meetings	32210	Stephanie Hanson	101	41910	40.00
Planning and Zoning	Dues and Subscriptions	140090-100207	American Planning Assoc.	101	41910	290.00
Planning and Zoning	Legal Notices	IQ 01766016	ECM Publishers, Inc.	101	41910	46.13
Planning and Zoning	Professional Services Fees	33010	Jill Teetzel	101	41910	50.00
Planning and Zoning	Reimbursement	32210	Terry Hartin	909		300.00
Planning and Zoning	Telephone	332373310-100	Nextel Communications	101	41910	21.85
Police	Professional Services Fees	1st Qtr 10	Anoka County Sheriff	101	42110	256,663.75
Recycling Operations	Bldg/Facility Repair Supplies	25674	Menards Cambridge	226	43235	84.00
Recycling Operations	Bldg/Facility Repair Supplies	25446	Menards Cambridge	226	43235	44.30
Recycling Operations	Bldg/Facility Repair Supplies	1539-378426	O'Reilly Auto Parts	226	43235	53.67
Recycling Operations	Electric Utilities	32210	Connexus Energy	226	43235	113.39
Recycling Operations	Other Advertising	63899	Customgraphix	226	43235	508.46
Recycling Operations	Other Equipment Rentals	36382	Jimmy's Johnnys, Inc.	226	43235	81.44
Recycling Operations	Postage/Delivery	63899	Customgraphix	226	43235	195.73
Recycling Operations	Refuse Removal	1187821	Walters Recycling, Inc.	226	43235	243.84
Recycling Operations	Repairs/Maint Machinery/Equip	101450	Rogers Electric	226	43235	781.32
Recycling Operations	Travel Expenses	31810	Lori Elfering	226	43235	17.40
Risk Management	Automotive Ins	33631	League of MN Cities Ins Trust	101	48140	11,878.00
Risk Management	Bonding Insurance	33631	League of MN Cities Ins Trust	101	48140	514.00
Risk Management	General Liability Ins	33631	League of MN Cities Ins Trust	101	48140	28,050.00
Risk Management	General Liability Ins	33632	League of MN Cities Ins Trust	101	48140	8,159.00
Risk Management	Machinery Breakdown	33631	League of MN Cities Ins Trust	101	48140	1,582.00
Risk Management	Property Ins	33631	League of MN Cities Ins Trust	101	48140	28,329.00
Risk Management	Property Ins	33631	League of MN Cities Ins Trust	101	48140	4,729.00

City of East Bethel

April 7, 2010

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Sewer Operations	Bldgs/Facilities Repair/Maint	32210	Connexus Energy	602	49451	24.53
Sewer Operations	Bldgs/Facilities Repair/Maint	101449	Rogers Electric	602	49451	162.00
Sewer Operations	Electric Utilities	32210	Connexus Energy	602	49451	843.79
Sewer Operations	Legal Fees	33010	Randall and Goodrich, P.L.C.	602	49451	795.00
Street Maintenance	Bldgs/Facilities Repair/Maint	470439861	Cintas Corporation #470	101	43220	26.48
Street Maintenance	Bldgs/Facilities Repair/Maint	470432919	Cintas Corporation #470	101	43220	26.48
Street Maintenance	Bldgs/Facilities Repair/Maint	32210	Connexus Energy	101	43220	21.29
Street Maintenance	Clothing & Personal Equipment	470439861	Cintas Corporation #470	101	43220	45.86
Street Maintenance	Clothing & Personal Equipment	470432919	Cintas Corporation #470	101	43220	45.86
Street Maintenance	Electric Utilities	32210	Connexus Energy	101	43220	1,422.30
Street Maintenance	Equipment Parts	381977	Boyer Truck Parts	101	43220	9.08
Street Maintenance	Equipment Parts	381542	Boyer Truck Parts	101	43220	57.83
Street Maintenance	Equipment Parts	24598	Menards Cambridge	101	43220	60.36
Street Maintenance	Equipment Parts	1539-376112	O'Reilly Auto Parts	101	43220	143.70
Street Maintenance	Equipment Parts	1539-376131	O'Reilly Auto Parts	101	43220	70.76
Street Maintenance	Equipment Parts	212526	S & S Industrial Supply	101	43220	17.89
Street Maintenance	Equipment Parts	9092	Smith Iron Works	101	43220	85.50
Street Maintenance	Equipment Parts	12453	St Francis True Value Hdw	101	43220	45.58
Street Maintenance	General Operating Supplies	70600	Aker Doors, Inc.	101	43220	46.00
Street Maintenance	General Operating Supplies	27020	Menards Cambridge	101	43220	226.24
Street Maintenance	Lubricants and Additives	76503	Central Truck Service, Inc	101	43220	240.28
Street Maintenance	Motor Vehicles Parts	20410	Plow World, Inc.	101	43220	45.34
Street Maintenance	Personnel/Labor Relations	31710	Allina OccMed	101	43220	65.00
Street Maintenance	Personnel/Labor Relations	601264	LexisNexis Risk Solutions Inc.	101	43220	128.00
Street Maintenance	Professional Services Fees	33010	Jill Teetzel	101	43220	45.00
Street Maintenance	Refuse Removal	1187823	Walters Recycling, Inc.	101	43220	243.84
Street Maintenance	Repairs/Maint Machinery/Equip	10067496	Aspen Equipment	101	43220	4,983.25
Street Maintenance	Repairs/Maint Machinery/Equip	F27933	Crysteel Truck Equipment	101	43220	358.03
Street Maintenance	Repairs/Maint Machinery/Equip	156415	Lehmann's Power Equipment	101	43220	74.62
Street Maintenance	Shop Supplies	65713	Dalco	101	43220	357.57
Street Maintenance	Shop Supplies	1580437	Discount Steel, Inc.	101	43220	737.44
Street Maintenance	Shop Supplies	1407697	Kimball Midwest	101	43220	337.12
Street Maintenance	Small Tools and Minor Equip	151470	Acme Tools - Plymouth	101	43220	338.77
Street Maintenance	Small Tools and Minor Equip	212527	S & S Industrial Supply	101	43220	35.22
Street Maintenance	Street Maint Materials	11105	Bjorklund Trucking	101	43220	2,073.38
Street Maintenance	Street Maint Materials	11145	Bjorklund Trucking	101	43220	518.34
Street Maintenance	Street Maint Materials	70496997	North American Salt Co.	101	43220	7,877.01
Street Maintenance	Telephone	6637609	Integra Telecom	101	43220	53.46
Street Maintenance	Telephone	332373310-100	Nextel Communications	101	43220	87.64
Water Utility Operations	Bldg/Facility Repair Supplies	3102626B RI	Hawkins, Inc	601	49401	70.01
Water Utility Operations	Bldgs/Facilities Repair/Maint	32210	Connexus Energy	601	49401	26.67
Water Utility Operations	Chemicals and Chem Products	3102626A RI	Hawkins, Inc	601	49401	973.37
Water Utility Operations	Electric Utilities	32210	Connexus Energy	601	49401	281.01
Water Utility Operations	Gas Utilities	31710	CenterPoint Energy	601	49401	197.15
Wild Rice Drive	Legal Fees	33010	Randall and Goodrich, P.L.C.	402	43123	209.00
	Recycle Change Fund	33110	CASH	101		200.00
	Reimbursement	32310	Route 65 Pub & Grub	101		150.00
		31910	Firebird Land LLC	101		5,150.00
						\$459,606.84

EAST BETHEL CITY COUNCIL MEETING

March 17, 2010

The East Bethel City Council met on March 17, 2010 at 7:30 PM for their regular meeting at City Hall.

MEMBERS PRESENT: Bill Boyer Steve Channer Greg Hunter
Kathy Paavola Steven 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 March 17, 2010 City Council meeting was called to order by Mayor Hunter at 7:30 PM.**

Adopt Agenda **Channer made a motion to adopt the March 17, 2010 City Council agenda. Voss seconded; all in favor, motion carries.**

Sheriff's Report Lt. Orlando reported on the custodial arrests/significant arrests for the month of February 2010 as follows:

02-13-10 - GM DUI / Warrant Arrest - Deputies were called to an address on a male threatening with a baseball bat. While en route, it was reported that the male had left. The suspect vehicle was located in the area and the male driver was subsequently arrested for DUI and had a warrant.

02-21-10 GM DUI / Refusal to Test - On a quiet Sunday morning at 9:15 a.m. deputies were called on a vehicle stuck in a snow bank at a residence. Upon arrival the homeowners did not know the person stuck in their snow bank. The female driver turned out to be intoxicated. She was taken to jail where she refused to take a test.

Lt. Orlando said domestic calls (non-crime) for the month were thirteen (13) and DWI arrests for this month were seven (7).

Hunter asked did Mr. Houle get his answer from the sheriff about the graphics. Orlando said she told him to leave it. Channer said since we are on the air can you make a comment about passing on the shoulder. Lt. Orlando said it is always illegal. She said there is never a time when it is a good idea. Channer said on Jackson and Viking they are doing this almost every day and it is very dangerous. He said in his gutsiness, some times he moves to the right. Voss said he also sees it a lot. Lt. Orlando said if you see the statue it is very poorly written. She said but it is always illegal.

Public Forum 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.

Consent Agenda **Boyer made a motion to approve the Consent Agenda including: A) Approve Bills; B) Meeting Minutes, March 3, 2010, Regular Meeting; C) Meeting Minutes, March 3, 2010, Joint Work Meeting; D) Wild Rice Drive – Material Testing Contract; E)**

Personnel Policy Amendment – Health Insurance. Paavola seconded; all in favor, motion carries.

Planning
Comm
Minutes

Sell explained that the unapproved meeting minutes from the February 23, 2010 Planning Commission Meeting are provided for your review and information.

Terry & Mary
Hartin – 2110
Deerwood
Lane –
IUP/Home
Occupation

Sell explained that the property owners/applicants Terry and Mary Hartin, are requesting an IUP for a home occupation that would allow handgun safety, National Rifle Association (NRA), and Permit to Carry classes to be conducted from the existing 24 foot by 40 foot workshop located on the property. Mr. Hartin currently instructs classes at the property as he was unaware that an IUP was required.

As part of the home occupation, Mr. Hartin has applied for a Class 1 Federal Firearms License. A Class 1 FFL allows for the sales of pistols, rifles, and shot guns. Mr. Hartin intends to sell accessories such as lock boxes, holsters and cleaning supplies. Two classes are scheduled per month with a class size of 12 students. The proposed class schedule for 2010 was attachment #4.

Home Occupations are a permitted use in the R1- Single family Residential District so long as the Applicant can meet the requirements of the City Code and complies with the conditions of the IUP. Planning Commission recommends approval of an IUP for a home occupation for Hartin Services, Inc. at 2110 Deerwood Lane NE with the conditions outlined in your agenda materials as 1 through 8 on pages 35 and 36.

Boyer made a motion to approve the request of Terry & Mary Hartin of 2110 Deerwood Lane NE (PIN 33 33 23 34 0034) for a Interim Use Permit (IUP) for a home occupation known as Hartin Services, Inc. Paavola seconded.

Voss said we just had this discussion an hour ago. Boyer said yes, about vehicle impact on neighborhoods. He said and we patted ourselves on the back about not allowing major impacts on neighborhoods, only allowing two vehicles with businesses in neighborhoods. Voss said this type of business with firearm classes raises issues for him in a residential neighborhood. He said this could make a noticeable affect on the neighborhood, this is something the neighborhood would notice this type of class. Voss said this type of training/class would normally be in a commercial area. Hunter said but the fact that he is limiting it to 12 if the issue is truly the impact on the neighborhood maybe we have him cut the class size down. He said he doesn't have an issue with the class size, but he has an issue with the sale of firearms in a residential area.

Boyer said what mitigates this is it is only twice a month, it is different than it being all the time. Hunter and it is on the weekends. Voss said as far as the classes why can't they be done at the community center. He said he thinks he has seen years back, we have licensed fire arm dealers in the City that have come in as a business. Boyer said years back someone had come in with a request to set up an archery range, it was a similar impact. Hunter said that was during the week. He said it is just the classroom that is being done here, not the shooting. Voss said you do your classes up at Whispering Aspen. Schutta said the rental fee is \$50 for a business. **Voss, nay; Boyer, Channer, Hunter and Paavola, aye; motion carries.**

Boyer made a motion to approve the request of Terry & Mary Hartin of 2110

Deerwood Lane NE (PIN 33 33 23 34 0034) for a Interim Use Permit (IUP) for a home occupation known as Hartin Services, Inc. reiterating that all conditions from pages 35 & 36 apply as follows and one additional condition listed as number 9: 1) Home Occupation shall meet the specific home occupation standards set forth in the City Code Appendix A Section 10-18: a) No more than three (3) persons, at least one (1) of whom shall reside within the principal dwelling, shall be employed by the Home Occupation; b) No traffic shall be generated by any home occupation in a significantly greater volume than would normally be expected from a single-family residence; c) Any sign associated with the home occupation shall be in compliance with the East Bethel City Code Chapter 54. Signs. Home occupation signage must be no larger than two (2) square feet (City Code Chapter 54-4.3); d) The home occupation shall not generate hazardous waste unless a plan for off-site disposal of the waste is approved; e) A home occupation at a dwelling with an on-site sewage treatment system shall only generate normal domestic household waste unless a plan for off-site disposal of the waste is approved; f) The home occupation shall not constitute, create, or increase a nuisance to the criteria and standards established in this ordinance; g) There shall be no outdoor display or storage of goods, equipment, or materials for the home occupation; h) Parking needs generated by the home occupation shall be provided on-site; i) A home occupation shall occupy no more than fifty (50) percent of the floor area of the structure. This shall include offices of professionals, home beauty shops, and other such occupations that by custom are an accessory use; j) No structural alterations or enlargements shall be made for the sole purpose of conducting the home occupation; k) There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, or any other nuisance resulting from the home occupation; 2) Mr. Hartin must supply staff with a yearly schedule of classes; 3) Class size is limited to twelve (12) persons; 4) Class schedule is limited to two (2) weekend days per month, from 8:00 AM – 4:30 PM; 5) Changes to hours of operation or class schedules must be approved by staff; 6) Hours of operation for the Federal Firearms License are limited to the following;

**Monday, Wednesday, & Friday: 3:00 P.M. – 7:00 P.M.
Saturday: 4:30 P.M – 7:00 P.M.**

Tuesday, Thursday, & Sunday: BY APPOINTMENT ONLY

7) Violation of conditions and City Codes shall result in the revocation of the IUP; 8) All conditions must be met no later than April 17, 2010. An IUP Agreement shall be signed and executed no later than April 17, 2010. Failure to execute the IUP Agreement will result in the null and void of the IUP; 9) IUP is approved for one year, then will be reviewed by staff and if everything is found to be in compliance, it will come back to Council for approval for a period of three years, and then they will need to come in every three years for renewal. Paavola seconded. Voss, nay; Boyer; Channer, Hunter and Paavola, aye; motion carries.

Ordinance 19,
Second Series,
An Ordinance
Amending
Appendix A,
Zoning of the
East Bethel
City Code

Sell explained that East Bethel zoning regulations were adopted on September 14, 2007. Staff has had the opportunity to apply these regulations for two years. During this period, staff has discovered several areas in the zoning code that need to be refined and other areas that require change. The proposed changes will ensure staff has the ability to apply the regulations effectively and efficiently.

Boyer made a motion to table Ordinance 19, Second Series, An Ordinance Amending Appendix A, Zoning of the East Bethel City Code until Council is finished with their

- review of the ordinance. Voss seconded.** He said we had a work meeting prior to this meeting and have another meeting schedule April 7th following the HRA meeting. Voss said we just are not quite done with our work on this. **All in favor, motion carries.**
- Summary for Publication of Ordinance 19, Park Comm Minutes
This item cannot be addressed until the Ordinance has been adopted. Since the Ordinance was tabled tonight, the summary will not be acted on.
- Road Comm Minutes
Sell explained that the unapproved meeting minutes from the February 10, 2010 Parks Commission meeting are provided for your review and information.
- Road Comm Minutes
Sell explained that the unapproved meeting minutes from the February 9, 2010 Road Commission meeting are provided for your review and information.
- Resolution 2010-12 Acceptance – MnDOT Cooperative Agreement
Sell explained that Resolution 2010-12 provides the background for the proposed service road project from 215th Avenue NE to 221st Avenue NE. The City requested state participation in the upgrading and construction of this frontage road along the east side of Trunk Highway 65 to consolidate access points onto TH 65.
- Mn/DOT is requesting written confirmation from the City that the funds approved are accepted and that the City intends to proceed with the project as outlined in the grant application to a maximum of \$594,000. The total estimated project cost could reach \$1,846,414 if the City is required to pay for ROW. Estimated project cost would be \$1,370,381 without ROW acquisition. City share of funds is available in the City's MSA fund.
- Staff recommends approval of Resolution No. 2010-12 accepting the proposed grant funds for the construction of a service road from 215th Avenue NE to 221st Avenue NE.
- Voss made a motion to adopt Resolution 2010-12 Accepting the Proposed Grant Funds for the Construction of a Service Road from 215th Avenue NE to 221st Avenue NE. Channer said he will gladly second that motion.** Voss said this is a good thing. He said this is progress, momentum. **All in favor, motion carries.**
- Update – Whispering Aspen/Castle Towers Boundary Adjustment
Sell explained that the City Attorney has updated information regarding the settlement of the boundary line issue. Randall said he hoped to have an escrow agreement to hold until October 15 when all the taxes will be paid. He said he expects to have this on the agenda for your next meeting. Randall said this is just a technicality, exchanging deeds, paying fees. He said we have an approved agreement and it has been forwarded to Mr. Mundel's attorney and we expect them to approve it. Randall said it should all be done in April.
- 2010 JPA Agreement
Sell explained that at the February 17, 2010 meeting, Council directed that staff submit the projects identified in the 2010 CIP and the 2010 Street Maintenance Budget for inclusion in the plans and specifications to be bid as part of the 2010 JPA Street Maintenance Projects. These projects are reflected in Attachment 1.
- Linwood Township has indicated it will participate in the Sunset Road project and has provided a signed agreement to pay half the cost of this project. This agreement is Attachment 4.
- Total project costs were estimated at \$292,000. Funds have been identified in the Street Capital Fund and in the General Fund Street Maintenance budget. The proposed projects for

2010 will total \$266,494.00 for the quantities submitted. A summary of the bids is included as Attachment 2. A letter of concurrence is required such that the City of Coon Rapids can proceed with the final contract for these services. A copy of the proposed letter is Attachment 3.

Staff recommends acceptance of the 2010 JPA Street Maintenance Agreement bids and authorization to submit a letter of concurrence to the City of Coon Rapids indicating our participation in these projects in an amount not to exceed \$266,494.

Boyer made a motion to approve the 2010 JPA Street Maintenance Agreement bids and authorization to submit a letter of concurrence to the City of Coon Rapids indicating our participation in these projects in an amount not to exceed \$266,494. Paavola seconded. Hunter asked when it went out to bid. Sell said it already did, that is why we know the exact number. **All in favor, motion carries.**

Code
Enforcement
Report

Sell explained that the code enforcement report is provided for your review and information. Boyer said we haven't seen our prosecuting attorney who has been handling this for a while. He asked can we have him stop by a Council meeting. Sell said sure, we can have him stop by.

Ordinance 20,
Second Series,
An Ordinance
Amending
Chapter 70 of
the East
Bethel City
Code

Sell explained that there is a conflict in language between Chapter 70, Article II, Parking Regulations and Appendix A, Zoning, Section 22, Off-Street Parking and Loading Requirements regarding semi truck and tractor parking in the R1, R2 and RR zoning districts. City Council directed staff to correct the conflict. Both documents have been amended to correct the inconsistencies.

Changes to Chapter 70 were identified in your agenda materials and include additional definitions and regulations that bring the Parking Regulations and Zoning Code in synch.

Staff recommends City Council approval of Ordinance 20, Second Series, an Ordinance Amending Chapter 70 of the East Bethel City Code and direction to publish in the City's official newspaper.

Voss said he knows we had this issue of conflicting ordinances, so this is the attempt to resolve the conflict, correct. Sell said correct. Voss said so what we have on page 133, this is the conflict. He said in Section 70-29 it appears to only apply to Rural Residential. Voss asked are there other sections of the code where it says the same thing. Boyer said he believes other sections of the code were the same. Voss said so the other sections, R1 and R2, it may be repeated in those sections. Voss said the way he reads this, it is not allowed in the district. He said what if they had a large garage and it was parked inside the garage and it doesn't affect the neighbors.

Boyer said it seems to him that the City could allow residents that had large vehicles like this to park them at the Ice Arena. Voss said he doesn't think we want to go there, because we used to have an issue with them parking at Ampride. He said we used to have a neighbor who drove so slow and was so quiet you didn't even know he was coming in. Hunter said he doesn't see a problem with them parking a truck, but maybe a truck and trailer. Sell said in City Code, under R1 and R2 parking a truck is prohibited. Boyer said he doesn't have an issue with this we have this big thing called Rural Residential and it encompasses a big part of the City. Hunter said if you are going to do this, you might as well throw motor homes in

there. Sell said what we tried to do is we looked at what dually included and we looked at 20,000 gvwr or less being allowed, but anything greater than that not allowed.

Voss said he is thinking about the drivers. Boyer said it also hit an issue for him with trailers that never move. Voss said if you are parking in front of a driveway all year long he would have a problem with it. He said if we could allow it and make it an IUP he wouldn't have a problem with it. Voss said we could make it a home business, put some conditions on it. Hunter said it wouldn't be a home occupation if you are running and only home on the weekends. Sell said and what if it isn't yours and you are brining it home on the weekends. Boyer said we had this issue with people where they are driving it home because it is more convenient for them. He said if you are an employee the truck has to have a home somewhere. Voss said if you were you going to add an IUP, where would you add it. Sell said we would add it under 70-29; add something like "Unless the property owner obtains an Interim Use Permit for a home occupation".

Voss made a motion to adopt Ordinance 20, Second Series, An Ordinance Amending Chapter 70 of the East Bethel City Code with the added language "unless the property owner obtains an Interim Use Permit for a home occupation". Hunter seconded. Sell said this is similar to the horse owners that didn't have IUP's. Hunter said for the RV's, some are Class A's and some are Class 1's, and just because it is not a home occupation, it is a home, what will they do. Sell said he is going to bet that this is going to require a change to the zoning code which will require a public hearing. **All in favor, motion carries.**

Fire
Department
Reports

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

Sunrise River
WMO Joint
Powers
Agreement
(JPA)

Sell explained that more than two years ago, we received a proposed amendment to the JPA with the Sunrise River WMO. This amendment provided for language that included appointment procedures for member City's when appointing members of the WMO; the blanket authority to levy property taxes by the WMO for projects and activities the WMO deemed appropriate without review/approval by the member cities; the requirement that the City of East Bethel annual audit and Comprehensive Annual Financial Report (CAFR) be their CAFR and annual audit; authority to act as a Water Management District; and a number of other items that were different from the original intent of the WMO.

WMO's were originally established as an agency to prepare a comprehensive water management plan for the area governed by the WMO. The City of East Bethel has adopted a water management plan that incorporates the SRRWMO principles. The SRRWMO has approved the City's water management plan. Recently, the WMO advised that with several changes to EPA and BWSR regulations, the City must update its plan. The City Engineer is in the process.

We responded that the JPA presented to the City was not in the City's best interest. The proposed JPA afforded the WMO authorities that were never envisioned by the City when the original JPA was adopted. The original JPA provided for development of a water management plan and a process to allocate the cost of that plan development and maintenance.

The plan included with your agenda materials represents an agreement that incorporated the Council direction from the July 2, 2008 meeting. Direction was given to return the

document to the WMO, with Council recommended changes, for review and approval. That review and approval has been completed and the final version is presented for your approval.

Staff shared this document with other member communities, City of Ham Lake, City of Columbus and the Township of Linwood. They have reviewed and approved the agreement.

Staff is recommending approval of the Sunrise River WMO Joint Powers Agreement with direction to execute the agreement.

Paavola made a motion to adopt the Sunrise River WMO Joint Powers Agreement with direction to execute the agreement. Boyer seconded; all in favor, motion carries.

Military Service

Boyer said he was at a meeting last night and was having a conversation with some people, they were talking about some neighbors whose son is getting deployed to Afghanistan and we aren't doing anything and he would like to do something. He said Ken Langmade is very active in this type of service. Boyer said maybe we could do a plaque with one side those that are currently serving and the other side, those who have served.

Voss asked what about doing the same kind of thing, but running a column in the newsletter. He said what will happen is if this gets out to the residents and they know one person and they will contact us and tell us. Boyer said other cities have set up volunteer lists to help people who have their significant others that have family members deployed. Paavola said along with the newsletter let's also get this on the web site once we decide what we are doing. She said we should put this on the agenda for the next meeting. Channer said we should incorporate this into Booster Day. Hunter said it is just a matter of trying to compile a list.

Cedar Creek Ecosystem Science Reserve (CCESR)

Boyer said he had a good meeting with Jeff Corney from Cedar Creek Ecosystem Science Reserve (CCESR). Hunter asked did you talk about traffic. Boyer said we talked about access on Fawn Lake Drive. Sell said and we talked about security issues. He said and soon we will be getting CSO's out there. Hunter asked did you talk about the controlled burns over there and when they will happen. Boyer said yes, but they seemed surprised that spring is coming.

Anoka County Meeting Traffic Signal 221st and TH 65

Channer said we met with representatives of Anoka County this afternoon about the traffic signal at 221st Avenue NE and Truck Highway 65 NE. He said think we got some good talking points in with them, they are looking at different things. Channer said our willingness to work with them is a good point in our favor. He said they are still looking at 2013 or 2014. Channer said we met with Doug Fischer and Dick Lang. He said we emphasized that we are willing to assist in pushing this project forward.

Channer said the County engineer does not disagree that this needs to be done. He said they are going to talk to the state to see what additional funds can be gotten from the state. Voss said the county has to cut staff; they lost 5% from the state. He said they appreciate the fact that the City is proactive. Sell said they are in the process of developing their 2011-2015 CIP. He said we made it very clear that the City is willing to participate even financially, but we will need assistance, we don't have a dog in the fight. Sell said it was a very bad year in 2005 in terms of accidents there. He said it moved that project much further up the list. Hunter said it is sad that it takes things like that to move a project up a list.

March 17, 2010
North Anoka
County Food
Shelf

Hunter said a week from tomorrow, March 25th, there is a fundraiser at the Don Hansen VFW in Ham Lake for the North Anoka County Food Shelf. He said the contact number is 763-757-3832.

Adjourn

Boyer made a motion to adjourn at 8:28 PM. Paavola seconded; all in favor, motion carries.

Attest:

Wendy Warren
Deputy City Clerk

DRAFT

EAST BETHEL CITY COUNCIL WORK MEETING

March 17, 2010

The East Bethel City Council met on March 17, 2010 at 6:30 PM for a work session meeting at City Hall.

MEMBERS PRESENT: Bill Boyer Steve Channer Kathy Paavola
Steve Voss

MEMBERS ABSENT: Greg Hunter

ALSO PRESENT: Douglas Sell, City Administrator
Stephanie Hanson, City Planner
Tammy Schutta, Asst. City Administrator/HR Director

Call to Order **The March 17, 2010 City Council work meeting was called to order by Acting Mayor Voss at 6:32 PM.**

Adopt Agenda **Boyer made a motion to adopt the March 17, 2010 City Council Work Session Agenda. Paavola seconded; all in favor, motion carries.**

Ordinance 19, Second Series, Zoning Code Changes Hanson said on January 23, 2010, Planning Commission recommended approval of Ordinance 19, Second Series, An Ordinance Amending Appendix A, Zoning of the East Bethel City Code. On February 5, 2010, the changes were distributed to City Council for review.
After review of the proposed changes, Council directed a work session be scheduled for March 17th to discuss the changes to the Zoning Code. The meeting will allow City Council and staff to discuss changes, comments, and concerns prior to consideration of Ordinance 19 at the regular meeting.

Hanson said a few Council members have sent her e-mails about clarification and she has sent answers to those e-mails.

Voss suggested Council just start at the beginning of the Ordinance and work through the document with any changes they may have. Hanson said she wants to clarify that for swimming pools there were two definitions and Boyer had asked why we have two definitions. She said she went back to the building code and looked at their definition. Hanson said since we already have adopted the building code, she wants to strike the portable and swimming pool definitions and she will add the definition from the building code. Hanson read the definition from the building code. Council was fine with the definition from the building code.

Voss said he doesn't have any questions until page five (5). He said on page five (5) where it talks about vacant lots may be allowed as building sites without variances is this just saying these are lots of records. Hanson said yes, we could change it to vacant lots of record. Voss asked why does it have to be vacant. Hanson said it doesn't, we can just put lots of record. .

Voss said on page seven (7), paragraph twenty (20), under motor vehicle repair, where did this come from, what is this for. Hanson said this has to do with OSHA. Boyer said it has to do with air requirements. Voss said not all paint booths have to be approved.

Voss asked on page seven (7), under paragraph twenty-five (25), outdoor dining area, how did you pick a six (6) foot barrier. Boyer said he also had a question about the six (6) foot barrier, to him it takes away the experience of outdoor dining. He said it is not that way in Blaine. Paavola said not all places are like this, most have a three (3) foot barrier. Boyer said most places he can think of are two (2) to three (3) feet, he can see why you would want to control it. Voss said he does want to control it, he doesn't want them just walking in. Channer said it makes it easier to enforce the passing of alcohol, but it would be breaking the law to pass the alcohol.

Voss said the only one we have to worry about is Fat Boys. Hanson said we could change this to four (4) feet. Paavola said three (3) or four (4) feet would be better. Boyer said if you have a small area, four (4) feet might be too high. Hanson asked should we put a minimum of three (3) feet and then they can come and make application and we can determine it then. Channer said he can see why we would do a four (4) foot. Voss said yes, a three (3) foot barrier you can walk over. Boyer said he thinks at Bella Restaurant in Blaine it is thirty (30) inches which is fine with him. Channer said if the intent is to demarcate, than three (3) feet is fine to him. He said as far as alcohol and a barrier to keep alcohol in, to pass the alcohol outside the barrier to someone of age is even illegal. Hanson said when we get some that are closer to residential properties than it might need to be taller. Paavola said you would have to have some kind of guidelines for those types of situations. Channer said you could have it be four (4) feet and give variances for three (3) depending on the situation. Voss said if it is adjacent to a residential area then he could see requiring it to be a six (6) foot slat fence, because it would need to be for privacy. He said we could set it at four (4) foot and they could make an argument for three (3) feet. Boyer said we could say three (3) to six (6) feet and it could be determined by staff or upon site review. He said staff could write up guidelines. Voss said that is fine as long as it is defensible.

Voss said on page eight (8) under swimming pools, what does the building code say about fences and swimming pools. He said requiring someone to put a fence around a portable swimming pool is ludicrous. Hanson said you wouldn't have to. She said anything four (4) foot above ground you would need a fence, but the pools that are prefabricated and installed entirely above ground accessory to dwelling units which do not exceed 5,000 gallons in capacity and a twenty four (24) inch depth do not need a permit. Voss asked to have that added. He said and then B would be deleted. Hanson said yes, but we do need to add to this, because pools over 5,000 gallons require a permit, that is what the Building Official told her. Voss asked what kind of permit. Hanson said it is some kind of generic permit. Voss said you buy the pool at Wal-Mart for \$300 and then you have to go to the City and get a permit. Boyer said there are plans for building it. He asked does it say how many gallons the pools hold. Hanson said the Building Official did a permit like this and they went out there and looked at it to make sure it met the setbacks, etc. Voss asked is there a fee for it. Sell said if you pull a permit there is a fee. Voss said there are hundreds of pools around town.

Boyer said on page eight (8) number thirty three (33) Retreat Center, we now have three (3) residential districts with retreat centers in them. Voss said he doesn't agree. He said there are a lot of areas that are Rural Residential (RR) and a lot of areas that are going to be one acre lots. Voss said his place is not going to be RR and he is surrounded by small lots. Boyer said Retreat Centers should be Conditional Use Permits (CUPs), they should be Interim Use Permits (IUPs). Voss said he knows in years past we had B & B's, they were only three (3) or four (4) rooms. He said when he reads about these Retreat Centers, twenty (20) guests in a

single family home, aren't we setting up ourselves on this for a fire danger. Voss said we wouldn't allow this many people to live in a single family home.

Voss said they are setting this up as a commercial business, why aren't these types of activities put into commercial areas. Paavola said she heard rumblings later last fall that there is a home out there that someone was looking to take a home and turn it into a Retreat Center just for the purpose of having bible studies overnight, and the house isn't that big. She said the question would be how many are they having stay overnight, is this a residential area, what is the traffic going to be, what is going on there, and can we allow something like this to happen. Hanson asked is there a maximum number of guests/occupants you would suggest. Boyer said he is worried about the fire code. Hanson said what would end up happening is the Fire Chief and Building Official would check to make sure the Retreat Center meets the building codes.

Voss said it doesn't state in here, since the primary use of the property is the home, is that still going to be the case, is the family still living there. Hanson said at first we had this in there, but she believes the Planning Commission took it out of there. Voss said he thinks of all the businesses we have approved over the year, how we have considered the effect it would have on the neighbors, the traffic, shipments per day, and how the property must be owner occupied. Boyer said it comes back to the gunsmith that came in, we never got any complaints on him. Hanson said that is why staff proposed it as a CUP, it would be an acceptable use as a CUP. She said it would be the same as a CUP in a residential area.

Boyer said if someone came in to do scrapbooking, why do you need to stay overnight for scrapbooking. Hanson said there is a Retreat Center in Hinckley, it is open every weekend of the year, and they get about fifteen (15) people per weekend. Voss said there is no way it will be a CUP. Boyer said with an IUP you can control it. Sell said some of the CUP is capital investment, no one is going to come in and invest \$500,000 just to not get approved or to lose their license. Voss said his input right away is it is not in a residential or agricultural district. Boyer said he also tends to think these should be in a commercial district. He said to him this seems to be a traditional Main Street activity. Hanson said a lot of these Retreat Centers are in more residential areas.

Boyer said for an example, let's just say someone comes and wants to open a Scientology Center in the Whispering Aspen Center. He said that to him is very acceptable. Hanson asked what if we allowed them as a type of home occupation and put in restrictions. Boyer said we have given grief to people for parking on City streets for softball tournaments is one that pops in his mind and he is sure there are many more examples. Sell said he suggests we put this on the back burner and come back to it at our next work meeting. Channer said that if fine, but he wants to make it known that he is not for this at all. He said he understands what we are trying to get at, but he needs to think about it more. Channer said he is not against retreat centers.

Voss said on page eight (8) under Temporary Sales, with the changes there, again what is staff trying to get at. Hanson said we want to make sure the temporary structures are removed. She said and when it was approved in 2007 it was supposed to be changed to 150 days, it was a typo. Boyer asked are we going to have five (5) month firework sales. He said he is perfectly happy if the Goldman's want to set up a stand. Hanson said she could put this on as allowed for agricultural sales. Channer said it could be put on for agricultural and non-agricultural. Hanson said we can define agricultural and non-agricultural. Voss said previously at a Council meeting we already had a drawn out discussion about transient sales. Sell said that is the

licensing and permitting process.

Voss said on page nine (9) under metes and bounds are we going to ten (10) acres. Hanson said because we have ten (10) acres as a requirement in the areas that are marked for future sewer district areas, the City attorney suggested we do this. Voss said most metes and bounds are five (5) acres. Hanson said she can add language to clarify that it is ten (10) acres in the sewer district. Boyer said the lot isn't five acres anyways, because we require right of way. Hanson said she will come up with language for this. Voss said metes and bounds still has to be platted because it has to be ghost platted. He said he wants it left at five (5) acres. Hanson said she will add language for the right of way.

Voss said on page nine (9) under C, seven (7) it says the metes and bounds needs to be filed, add no permits will be issued until it is filed.

Boyer on page ten (10) section thirteen (13) Postal Service Regulations, we don't know what the regulations are. Voss said and some don't have mailboxes.

Boyer said on page eleven (11) under pole type building, we should increase the side yard and rear yard setbacks, he is tired of people building them in the back of their lots for their neighbors to have to look at.

Voss said we will pick this up at Section 14 at the next work meeting.

Council consensus was to schedule a work meeting for Wednesday, April 7, 2010 at 6:45 p.m. immediately after the HRA meeting scheduled at 6:30 p.m.

Adjourn

Boyer made a motion to adjourn at 7:25 PM. Paavola seconded; all in favor, motion carries.

Attest:

Wendy Warren
Deputy City Clerk

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

RESOLUTION NO. 2010-13

RESOLUTION APPROVING ADMINISTRATIVE SUBDIVISIONS

WHEREAS, Bethel Properties, Inc. (“Bethel”) is the fee owner of certain real estate located in East Bethel, Anoka County, Minnesota, legally described on Exhibit A attached hereto (the “Castle Towers Property”); and

WHEREAS, Bethel owns and operates a mobile home park (the “Castle Towers Mobile Home Park”) on the Castle Towers Property; and

WHEREAS, In 2004 the City of East Bethel (the “City”) sold certain real estate located adjacent to the Castle Towers Property to Firebird Land, LLC (“Firebird”) which real estate subsequently was platted as Whispering Aspen and which is legally described on Exhibit B attached hereto (the “Whispering Aspen Property”); and

WHEREAS, before the City sold the Whispering Aspen Property to Firebird, the City had asserted a claim (the “Encroachment Claim”) that several sheds (the “Sheds”) and a manufactured home (the “Encroaching Home”) owned by Bethel or Bethel’s residents and/or used in connection with the operation of the Castle Towers Mobile Home Park encroached upon the Whispering Aspen Property.

WHEREAS, the City then entered into an agreement with Bethel providing in part as follows:

1. The common boundary line between the Castle Towers Property and the Whispering Aspen Property would be reconfigured to eliminate the Encroachment Claim in its entirety and establish revised legal descriptions consistent with the reconfigured boundary line for the Whispering Aspen Property and the Castle Towers Property.
2. The City (or its successor in title) would execute and deliver to Bethel a recordable quit claim deed for part of the Whispering Aspen Property based on a revised legal description for such property to reflect the reconfigured boundary line, and Bethel would execute and deliver to the City (or its successor in title) a recordable quit claim deed for part of the Castle Towers Property based on a revised legal description for such property to reflect the reconfigured boundary line; and

WHEREAS, Firebird and Bethel have agreed on a reconfigured boundary line between the Castle Towers Property and the Whispering Aspen Property; and

WHEREAS, to effectuate the establishment of the reconfigured boundary line, five small parcels of the Whispering Aspen Property must be divided from the land owned by Firebird and be conveyed by Firebird to Bethel and one small parcel of the Castle Towers Property must be divided from the land owned by Bethel and be conveyed by Bethel to Firebird; all of the small parcels to be divided and conveyed are legally described on Exhibit C attached hereto.

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

1. The proposed exchanges of property between Bethel and Firebird constitute administrative subdivisions of land under the East Bethel City Code.
2. The administrative subdivisions are legally described on Exhibit C and are hereby approved.
3. The City Administrator shall affix the appropriate stamp of approval on the deeds to be filed to effectuate the exchanges of the parcels of land described on Exhibit C between Bethel and Firebird.

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

CITY OF EAST BETHEL

By: _____
Greg Hunter, Mayor

ATTEST:

Douglas Sell, City Administrator

EXHIBIT A

Legal description of Castle Towers, Inc., mobile home park:

The Northwest Quarter of Section 29, Township 34, Range 23, Anoka County, Minnesota, except that part thereof lying within the following described tract:

That part of the Northwest Quarter of Section 29, Township 34, Range 23, Anoka County, Minnesota described as follows:

Beginning at the Southeast corner of said Northwest Quarter; thence South 89 degrees 30 minutes 58 seconds West, on an assumed bearing along the South line of said Northwest Quarter, 2648.76 feet to the Southwest corner of said Northwest Quarter; thence North 01 degrees 24 minutes 55 seconds West, along the West line of said Northwest Quarter 1950.00 feet; thence North 88 degrees 35 minutes 05 seconds East 108.27 feet; thence northeasterly 55.85 feet along a non-tangential curve concave to the southeast having a radius of 56.00 feet a central angle of 58 degrees 10 minutes 43 seconds and the chord of said curve bears North 59 degrees 29 minutes 44 seconds East; thence North 88 degrees 35 minutes 05 seconds East, tangent to the last described curve, 158.00 feet; thence easterly 81.01 feet along a tangential curve concave to the South having a radius of 1160.45 feet and a central angle of 04 degrees 00 minutes 00 seconds; thence South 87 degrees 24 minutes 55 seconds East, tangent to the last described curve 90.00 feet; thence Southeasterly 232.30 feet along a tangential curve concave to the South having a radius of 1109.15 feet and a central angle of 12 degrees 00 minutes 00 seconds; thence North 82 degrees 51 minutes 06 seconds East, not tangent to the last described curve 150.85 feet; thence North 88 degrees 35 minutes 05 seconds East 220.00 feet; thence South 28 degrees 11 minutes 16 seconds East 278.36 feet; thence South 58 degrees 54 minutes 55 seconds East 222.07 feet; thence South 01 degree 24 minutes 55 seconds East 83.22 feet; thence South 67 degrees 46 minutes 39 seconds East 118.69 feet; thence South 01 degree 24 minutes 55 seconds East 70.00 feet; thence Southeasterly 86.39 feet along a non-tangential curve concave to the southwest having a radius of 55.00 feet a central angle of 90 degrees 00 minutes 00 seconds and the chord of said curve bears South 46 degrees 24 minutes 55 seconds East; thence South 01 degree 24 minutes 55 seconds East, tangent to the last described curve 134.00 feet; thence Southwesterly 31.21 feet, along a tangential curve concave to the northwest having a radius of 59.21 feet and a central angle of 30 degrees 11 minutes 51 seconds; thence South 61 degrees 13 minutes 04 seconds East, not tangent to the last described curve, 87.02 feet; thence South 01 degrees 16 minutes 54 seconds East 45.00 feet; thence South 27 degrees 15 minutes 48 seconds West 133.53 feet; thence South 00 degrees 53 minutes 59 seconds East 149:33 feet; thence South 22 degrees 29 minutes 02 seconds East 100.00 feet; thence South 48 degrees 45 minutes 11 seconds East 75.00 feet; thence South 68 degrees 40 minutes 26 seconds East 203.40 feet; thence North 39 degrees 42 minutes 00 seconds East 68.00 feet; thence North 63 degrees, 42 minutes 00 seconds East 94.00 feet; thence North 84 degrees 01 minutes 08 seconds East 90.00 feet; thence South 62 degrees 02 minutes 06 seconds East 85.00 feet; thence . South 43 degrees 56 minutes 16 seconds East 91.03 feet; thence North 66 degrees 25 minutes 34 seconds East 165.00 feet; thence North 79 degrees 21 minutes 43 seconds East 308.00 feet to a point on the East line of said Northwest Quarter distant 1935.82 feet South of the Northeast corner of said Northwest Quarter as measured along said East line; thence South 01 degree 12 minutes 16 seconds East 720.09 feet, along said East line to the point of beginning. EXCEPT that part thereof taken for State Trunk Highway No. 65.

Except that-part thereof described as follows:

That part of the west 943.78 feet of the Northwest Quarter of the Northwest Quarter of Section 29, Township 34, Range 23, Anoka County, Minnesota, lying northerly of the north line of MINARD LAKE ESTATES, according to the recorded plat thereof on file and of record in the office of the Anoka County Recorder.

EXHIBIT B

Legal Description of Whispering Aspen Property

Lots 1 through 11, Block 1;
Lots 1 through 23, Block 2;
Lots 1 through 5, Block 3;
Lots 1 through 17, Block 4;
Lots 1 through 4, Block 5;
Lots 1 through 10, Block 6;
Lots 1 through 11, Block 7;
Lots 1 through 12, Block 8;
Lots 1 through 3, Block 9;
Outlots A, B, C, D, E, F and G
all in WHISPERING ASPEN, Anoka County, Minnesota.

EXHIBIT C

Parcel A

That part of Lot 7, Block 8, WHISPERING ASPEN, Anoka County, Minnesota lying easterly of the following described line:

Commencing at the Southeast Corner of said Lot 7; thence on an assumed bearing of South 88 degrees 05 minutes 51 seconds West, along the south line of said Lot 7, a distance of 21.48 feet to the point of beginning of the line to be described; thence North 07 degrees 50 minutes 42 seconds East, 39.58 feet; thence North 19 degrees 54 minutes 22 seconds West, 66.92 feet to the intersection of the north line of said Lot 7 with the northeasterly line of said Lot 7 and said described line there terminating.

Parcel B

That part of Outlot F, WHISPERING ASPEN, Anoka County, Minnesota described as follows:

Beginning at the Southeast Corner of Lot 7, Block 8, said WHISPERING ASPEN; thence on an assumed bearing of South 88 degrees 05 minutes 51 seconds West, along the south line of said lot 7, a distance of 21.48 feet; thence South 07 degrees 50 minutes 42 seconds West, 5.14 feet; thence South 72 degrees 49 minutes 08 seconds East, 114.62 feet; thence South 11 degrees 52 minutes 50 seconds East, 87.26 feet; thence South 51 degrees 53 minutes 52 seconds East, 77.43 feet; thence South 02 degrees 52 minutes 35 seconds East, 71.43 feet to the intersection with the easterly line of said Outlot F; thence North 01 degrees 24 minutes 55 seconds West, along said easterly line, 71.68 feet; thence northwesterly, along said easterly line on a tangential curve concave to the southwest, said curve having a radius of 55.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a length of 86.39 feet; thence North 01 degrees 24 minutes 55 seconds West, along said easterly line and not tangent to last described curve, 70.00 feet; thence North 67 degrees 46 minutes 39 seconds West, along said easterly line, 118.69 feet; thence North 01 degrees 24 minutes 55 seconds West, along said easterly line, 4.02 feet to the point of beginning.

Parcel C

That part of Outlot F, WHISPERING ASPEN, Anoka County, Minnesota lying easterly of the following described line:

Commencing at the most westerly corner of Outlot G, said WHISPERING ASPEN; thence on an assumed bearing of North 67 degrees 23 minutes 05 seconds East, along the northwesterly line of said Outlot G, 247.97 feet to the easterly line of said Outlot F; thence North 48 degrees 46 minutes 11 seconds West, along said easterly line, 35.58 feet; thence North 22 degrees 29 minutes 02 seconds West, along said easterly line, 100.00 feet; thence North 00 degrees 53 minutes 59 seconds West, along said easterly line, 149.33 feet to the point of beginning of the line to be described; thence continue North 00 degrees 53 minutes 59 seconds West, 40.92 feet; thence North 20 degrees 09 minutes 56 seconds East, 66.29 feet; thence North 09 degrees 29 minutes 37 seconds West, 90.87 feet to the easterly line of said Outlot F and said described line there terminating.

Parcel D

That part of Outlot F, WHISPERING ASPEN, Anoka County, Minnesota lying easterly of the following described line:

Commencing at the most westerly corner of Outlot G, said WHISPERING ASPEN; thence on an assumed bearing of North 67 degrees 23 minutes 05 seconds East, along the northwesterly line of said Outlot G, 247.97 feet to the easterly line of said Outlot F; thence North 48 degrees 46 minutes 11 seconds West, along said easterly line, 35.58 feet to the point of beginning of the line to be described; thence South 35 degrees 09 minutes 38 seconds East, 32.72 feet to the said northwesterly line of Outlot G and said described line there terminating.

Parcel E

That part of Outlot G, WHISPERING ASPEN, Anoka County, Minnesota lying easterly and northerly of the following described line:

Commencing at the most westerly corner of Outlot G, said WHISPERING ASPEN; thence on an assumed bearing of North 67 degrees 23 minutes 05 seconds East, along the northwesterly line of said Outlot G, 239.38 feet to the point of beginning of the line to be described; thence South 35 degrees 09 minutes 38 seconds East, 45.02 feet; thence South 71 degrees 52 minutes 57 seconds East, 205.00 feet; thence North 61 degrees 50 minutes 17 seconds East, 182.95 feet; thence South 67 degrees 08 minutes 20 seconds East, 217.52 to the northerly line of said Outlot G and said described line there terminating.

Proposed Description of parcel from Castle Tower to Whispering Aspen

Parcel F

That part of the North Half of the Southeast Quarter of the Northwest Quarter of Section 29, Township 34, Range 23, Anoka County, Minnesota lying westerly of the following line to be described:

Commencing at the- most westerly corner of Outlot G, said WHISPERING ASPEN; thence on an assumed bearing of North 67 degrees 23 minutes 05 seconds East, along the northwesterly line of said Outlot G, 247.97 feet to the easterly line of said Outlot F; thence North 48 degrees 46 minutes 11 seconds West, along said easterly line, 35.58 feet; thence North 22 degrees 29- minutes 02 seconds West, along said easterly line, 100.00 feet; thence North 00 degrees 53 minutes 59 seconds, West, along said easterly line, 149.33 feet; thence North 27 degrees 15 minutes 48 seconds East, along said easterly line, 133.53 feet; thence North 01 degrees 16 minutes 54 seconds West, along said easterly line, 45.00 feet; thence North 61 degrees 13 minutes 04 seconds West, along said easterly line, 60.40 feet to the point of beginning of the line to be described; thence North 09 degrees 29 minutes 37 seconds West, 106.54 to the intersection with said easterly line of Outlot F and said described line there terminating.

EXCEPT that part of said North Half of the Southeast Quarter of the Northwest Quarter platted as MINARD LAKE ESTATES, Anoka County, Minnesota

AGREEMENT

This Agreement (the “Agreement”) is entered into effective the latest signature date set forth below (the “Effective Date”) by and between Bethel Properties Inc., a Minnesota corporation (“Bethel Properties”), Firebird Land, LLC., a Minnesota limited liability company (“Firebird Land”), and the City of East Bethel, a Minnesota municipal corporation (the “City”).

WHEREAS, Bethel Properties is the fee owner of certain real estate located in Anoka County, Minnesota and legally described on Exhibit A which is attached hereto and incorporated herein by reference (the “Bethel Properties Property”); and

WHEREAS, Firebird Land is the fee owner of certain real estate located in Anoka County, Minnesota and legally described on Exhibit B which is attached hereto and incorporated herein by reference (the “Firebird Land Property”); and

WHEREAS, Firebird Land obtained fee title to the Firebird Land Property from the City pursuant to a Warranty Deed recorded in the Office of the Anoka County Recorder on February 18, 2004 as document no. 1898793; and

WHEREAS, the Bethel Properties Property and the Firebird Land Property are contiguous to each other; and

WHEREAS, at all times relevant hereto Bethel Properties has operated a mobile home park on the Bethel Properties Property known as Castle Towers; and

WHEREAS, prior to the conveyance by the City of the Firebird Land Property described above, Bethel Properties and the City entered into an agreement to reconfigure the common boundary line between the Bethel Properties Property and the Firebird Land Property (the “Boundary Line Agreement”); and

WHEREAS, pursuant to the Boundary Line Agreement a new boundary line was surveyed and established by Hakanson Anderson Associates, Inc., and a chain link fence was erected along said reconfigured boundary line; and

WHEREAS, the most recent survey setting forth such revised boundary line (the "Survey") is attached hereto and incorporated herein by reference as Exhibit C; and

WHEREAS, pursuant to the Boundary Line Agreement, Bethel Properties agreed to pay to the City the sum of \$12,675.22, representing reimbursement for certain survey and fence construction costs incurred by the City, at which time it was agreed that the parties would execute and deliver deeds to each other consistent with the revised property line; and

WHEREAS, the City agreed to pass an appropriate resolution suitable for filing with the Anoka County Recorder approving administrative subdivisions of the Bethel Properties Property and the Firebird Land Property; and

WHEREAS, the parties have been advised that deeds delivered in connection with an administrative subdivision cannot be filed with the applicable county recorder until all real estate taxes involving the parcels to be conveyed are paid in full for the year of conveyance, which in this instance is the year 2010; and

WHEREAS, the parties have accordingly agreed that the deeds and related documents to be delivered hereunder shall be delivered and held in escrow pending payment of the applicable real estate taxes; and

WHEREAS, for the above-stated purposes the parties are entering into this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the recitals set forth above, the receipt and sufficiency of which are herewith acknowledged, it is agreed as follows:

1. Closing Date. The closing of the transactions described herein shall take place on a date (the "Closing Date") no later than twenty (20) business days after the Effective Date of this Agreement.

2. Closing Date Transactions. On the Closing Date, the parties shall do and deliver the following:

- 2.1 Firebird Land shall execute and deliver to Richard H. Speeter, as escrow agent, a Warranty Deed for that portion of the Firebird Land Property identified as Parcels A, B, C, D and E on the Survey. Such deed shall be in the form and content as Exhibit D which is attached hereto and incorporated herein by reference.
- 2.2 Firebird Land shall deliver to Richard H. Speeter, as escrow agent, a release from Firebird Land's mortgagee in the form and content as Exhibit E which is attached hereto and incorporated herein by reference.
- 2.3 Bethel Properties shall execute and deliver to _____, as escrow agent, a Warranty Deed for that portion of the Bethel Properties Property identified as Parcel F on the Survey. Such deed shall be in the form and content as Exhibit F which is attached hereto and incorporated herein by reference.
- 2.4 Bethel Properties shall deliver to _____, as escrow agent, two releases from Bethel Properties' mortgagee in the form and content as Exhibits G and H which are attached hereto and incorporated herein by reference.
- 2.5 Bethel Properties shall issue its check in the amount of \$12,675.22 payable to the City and deliver the same to Gerald M. Randall, the East Bethel City Attorney.
- 2.6 The City shall deliver to Richard H. Speeter, as escrow agent, and to _____, as escrow agent, recordable resolutions adopted and executed by the City approving the administrative subdivisions consistent with this Agreement. If the approval for both subdivisions are contained in one document, the City shall deliver recordable copies of such document to both escrow agents.

3. Duties of Escrow Agents.

- 3.1 Richard H. Speeter shall hold and retain the Warranty Deed described as Exhibit D and the Release described as Exhibit E until such documents are capable of being recorded with the office of the Anoka County Recorder. Firebird Land shall promptly notify Mr. Speeter when the 2010 real estate taxes affecting said parcels have been paid in full.
- 3.1 _____ shall hold and retain the Warranty Deed described as Exhibit F and the Releases described as Exhibits G and H until such documents are capable of being recorded with the office of the Anoka County Recorder. Bethel Properties shall promptly notify _____ when the 2010 real estate taxes affecting said parcel have been paid in full.
- 3.3 At such time as each escrow agent described in sections 3.1 and 3.2 above has determined that the documents held by that escrow agent are capable of being

recorded, such agent shall promptly record such documents with the office of the Anoka County Recorder and notify the other parties of such recording. The sole duties of the escrow agents shall be to retain the documents described herein, to record the same upon payment of the applicable real estate taxes and to notify the parties of such recording. Upon such recording and notification by an escrow agent, the duties of that escrow agent shall automatically terminate.

4. Payment of Real Estate Taxes; Effective Date of Transfers.

4.1 Firebird Land shall pay when due all real estate taxes and installments of special assessments payable in the year 2010 so as to permit the escrow agent to record subsequent to October 15, 2010 the documents described in sections 2.1, 2.2 and 2.6 below.

4.2 Bethel Properties shall pay when due all real estate taxes and installments of special assessments payable in the year 2010 so as to permit the escrow agent to record subsequent to October 15, 2010 the documents described in sections 2.3, 2.4 and 2.6 below.

4.3 The failure of a party to pay when due the first and/or second half real estate taxes and assessments as described in sections 4.1 or 4.2 hereof shall be deemed a breach of this Agreement. In such event the non-breaching party may at its option, in addition to any other remedies available to such party, pay such real estate taxes and assessments as are necessary to permit the recording of such documents and proceed against the breaching party for all amounts so paid, plus interest, expenses and reasonable attorney's fees.

4.4 Notwithstanding the establishment of the escrows hereunder, the transactions described in the deeds and the releases shall be deemed effective, and title shall be deemed transferred, upon delivery of such documents to the respective escrow agents.

5. Representations by Firebird Land. Firebird Land represents and warrants that on the Closing Date the following shall be true and correct:

5.1 Firebird Land is a limited liability company duly organized and in good standing under the laws of the State of Minnesota and has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement by Firebird Land and the performance by it of its obligations and agreements hereunder have been duly authorized by all necessary company and member action on its part.

5.2 Firebird Land is the fee owner of the Firebird Land Property, and the real property described in the Warranty Deed attached as Exhibit D to this Agreement shall be conveyed to Bethel Properties free and clear of all liens, claims and encumbrances and subject to the exceptions set forth in such deed.

- 5.3 There are no bankruptcy proceedings, unsatisfied tax liens or unsatisfied judgments of record involving Firebird Land, and no such proceedings, liens or judgments have been threatened or are anticipated.
 - 5.4 There has been no labor or materials furnished by or for Firebird Land to the real property described in the Warranty Deed attached as Exhibit D within the past 120 days for which payment has not made.
 - 5.5 There are no unrecorded contracts, leases, easements or other agreements or interests relating to the real property described in the warranty deed attached as Exhibit D except as is otherwise set forth in this Agreement.
 - 5.6 Neither Firebird Land, nor any person or entity associated or in contract with Firebird Land, is in possession of the real property described in the Warranty Deed attached as Exhibit D.
 - 5.7 Firebird Land has not received any notice of building or zoning violations or changes regarding the real property described in the Warranty Deed as Exhibit D.
 - 5.8 All real estate taxes and installments of special assessments due and payable for years prior to 2010 with respect to the real property described in the Warranty Deed attached as Exhibit D to this Agreement have been paid in full.
6. Representations by Bethel Properties. Bethel Properties represents and warrants that on the Closing Date the following shall be true and correct:
- 6.1 Bethel Properties is a corporation duly incorporated and in good standing under the laws of the State of Minnesota and has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement by Bethel Properties and the performance by it of its obligations and agreements hereunder have been duly authorized by all necessary corporate and shareholder action on its part.
 - 6.2 Bethel Properties is the fee owner of the Bethel Properties Property, and the real property described in the Warranty Deed attached as Exhibit F to this Agreement shall be conveyed to Firebird Land free and clear of all liens, claims and encumbrances and subject to the exceptions set forth in such deed.
 - 6.3 There are no bankruptcy proceedings, unsatisfied tax liens or unsatisfied judgments of record involving Bethel Properties, and no such proceedings, liens or judgments have been threatened or are anticipated.
 - 6.4 There has been no labor or materials furnished to the real property described in the Warranty Deed attached as Exhibit F within the past 120 days for which payment has not made.

- 6.5 There are no unrecorded contracts, leases, easements or other agreements or interests relating to the real property described in the warranty deed attached as Exhibit F except as is otherwise set forth in this Agreement.
- 6.6 Neither Bethel Properties, nor any person or entity associated or in contract with Bethel Properties, is in possession of the real property described in the Warranty Deed attached as Exhibit F.
- 6.7 Bethel Properties has not received any notice of building or zoning violations or changes regarding the real property described in the Warranty Deed as Exhibit F.
- 6.8 All real estate taxes and installments of special assessments due and payable for years prior to 2010 with respect to the real property described in the Warranty Deed attached as Exhibit F to this Agreement have been paid in full.
7. Representations by the City. The City represents and warrants that on the Closing Date the following shall be true and correct:
- 7.1 The City is a municipal corporation duly incorporated and in good standing under the laws of the State of Minnesota and has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement by the City and the performance by it of its obligations and agreements hereunder have been duly authorized and approved by all necessary action on its part.
- 7.2 The City has not issued any notice of building or zoning violations or changes regarding the real property described in the Warranty Deed as Exhibit D and the real property described in the Warranty Deed as Exhibit F, and the City is not aware of any circumstances that would give rise to the issuance of such building or zoning violations or changes.
8. Releases.
- 8.1 By Bethel Properties. Bethel Properties hereby releases Firebird Land and the City, together with their respective officers, directors, managers, governors, agents, officials, successors, representatives and assigns, from all actions, causes of action, claims, liabilities and demands, of every type and nature, in law and in equity, through the date hereof regarding the matters covered by this Agreement, with the exception of claims or matters based upon a breach or other default of this Agreement and the documents referred to or contemplated herein.
- 8.2 By Firebird Land. Firebird Land hereby releases Bethel Properties and the City, together with their respective officers, directors, managers, governors, agents, officials, successors, representatives and assigns, from all actions, causes of action, claims, liabilities and demands, of every type and nature, in law and in equity, through the date hereof regarding the matters covered by this Agreement,

with the exception of claims or matters based upon a breach or other default of this Agreement and the documents referred to or contemplated herein.

8.3 By The City. The City hereby releases Firebird Land and Bethel Properties, together with their respective officers, directors, managers, governors, agents, successors, representatives and assigns, from all actions, causes of action, claims, liabilities and demands, of every type and nature, in law and in equity, through the date hereof regarding the matters covered by this Agreement, with the exception of claims or matters based upon a breach or other default of this Agreement and the documents referred to or contemplated herein.

9. General.

9.1 Entire Agreement. This Agreement, including the exhibits and documents attached and/or referred to herein, shall constitute the complete and entire agreement among the parties regarding the subject matter hereof, and supersedes any prior oral or written agreements or discussions among the parties.

9.2 Modifications; Waiver. This Agreement may not be modified or amended except pursuant to written instrument executed by all parties. Except as is otherwise provided herein, no covenant, term or condition of this Agreement shall be deemed to have been waived by any party unless such waiver is in writing signed by the party or parties charged with such waiver.

9.3 Assignment. No party may assign or transfer all or any portion of that party's interest, rights or obligations in and under this Agreement without the prior written consent of the other parties.

9.4 Additional Acts; Clerical Errors. Each party agrees that such party will from time-to-time, upon the written request of any other party, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all future acts, documents and assurances as may be reasonably required to effect the provisions hereof. The parties agree that any clerical errors contained herein, or in any of the ancillary documents executed in connection with this Agreement, shall be corrected by the mutual cooperation of the parties subsequent to the Closing Date in order to give full force and effect to the parties' intentions.

9.5 Injunctive Relief; Specific Performance. Each party acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with the specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party or parties may be entitled to injunctive relief, including the issuance of a temporary restraining order, to prevent breaches of the provisions of this Agreement and to an order specifically enforcing this Agreement in any action instituted in any court having jurisdiction over the parties and the subject matter, in addition to any other remedy to which a party may be entitled, at law or in

equity; provided, that any action for specific performance must be commenced within six (6) months after such cause of action arises.

- 9.6 Execution. This Agreement may be executed in one or more separate counterparts, each of which when signed shall for all purposes be deemed to be an original and all of which when taken together shall constitute a valid and binding agreement. For purposes of this Agreement, facsimile or electronically transmitted signatures shall be deemed acceptable to and binding upon the parties and shall constitute delivery.
- 9.7 Survival. All representations and warranties of the parties hereunder shall survive the closing of the transactions described herein.
- 9.8 Closing Procedure. All documents to be delivered hereunder, together with the payment described in section 2.5 hereof, shall be delivered to the office of Gerald M. Randall on or before the Closing Date. Upon receipt of all documents to be delivered hereunder, Mr. Randall shall deliver the documents to the respective escrow agents pursuant to this Agreement, and the closing of the transactions described herein shall be deemed complete.

Bethel Properties, Inc.

Dated: _____, 2010

By: _____
Its: _____

Firebird Land, LLC.

Dated: _____, 2010

By: _____
Its: _____

The City Of East Bethel

Dated: _____, 2010

By: _____
Its: _____



City of East Bethel City Council Agenda Information

Date:

April 7, 2010

Agenda Item Number:

Item 7.0 C.1

Agenda Item:

Class V Project Bids

Requested Action:

Consider directing staff to solicit bids for Class V Projects.

Background Information:

At their March 9, 2010 meeting, the Road Commission recommended approval of Zumbrota Street, Skylark Drive and Allen Street for Class V placement work in 2010. It was also recommended that Jewell Street be added as an additional street if the cost for placing the Class V material is within the project budget of \$35,000.

In 2009, as part of the Class V projects, staff investigated alternative resurfacing materials for unpaved roads. Findings indicated that while Class V material is a very good general choice for resurfacing applications it does not perform as well as lime rock for roads that have drainage issues or where higher travel speeds are a factor on surface wear. In 2009, Council authorized the lime rock mix on a portion of Xylite Street. A review of the use of this material including wear, drainage and maintenance have met or exceeded expectations. This material is better choice over Class V for unpaved roads with higher traffic counts, speeds and/or drainage issues. With the lime rock mix, there is a marked improvement in the durability of the surface (less shifting of materials during plow operations, rain events, etc.); ease of maintenance when grading these road surfaces; and, the improvement in dust control as there is less dust generated when using this material saving dust control funds.

For 2010, staff is recommending that Zumbrota Street be resurfaced with lime rock. With lower traffic counts and road alignment Skylark Drive, Allen and Jewell Street can be adequately resurfaced with Class V.

It is estimated that the Class V material will cost approximately \$10/ton and the lime rock will be in the \$14-16/ton range. It is anticipated that the lime rock mix can be expected to have useful life of 5-8 year as opposed to a 1-3 year span for Class V on the roads with the higher speeds and traffic volumes.

The City is proposing to bid the costs for the types of resurfacing material and delivery described above. The City will conduct the placement, grading and compaction work of this material with Public Works Department crews.

Attachments

1. Proposed 2010 Class V Project Map

Fiscal Impact:

\$35,000 is provided for in the 2010 General Fund Street Maintenance Budget.

Recommendation(s):

The Road Commission recommends bidding lime rock material for resurfacing Zumbrota Street and Class V for Skylark Drive and Allen Streets. If bids are such that Jewell Street can be added to the list, Roads Commission is recommending that Jewell Street be added to the project list for 2010 as a Class V project.

City Council Action

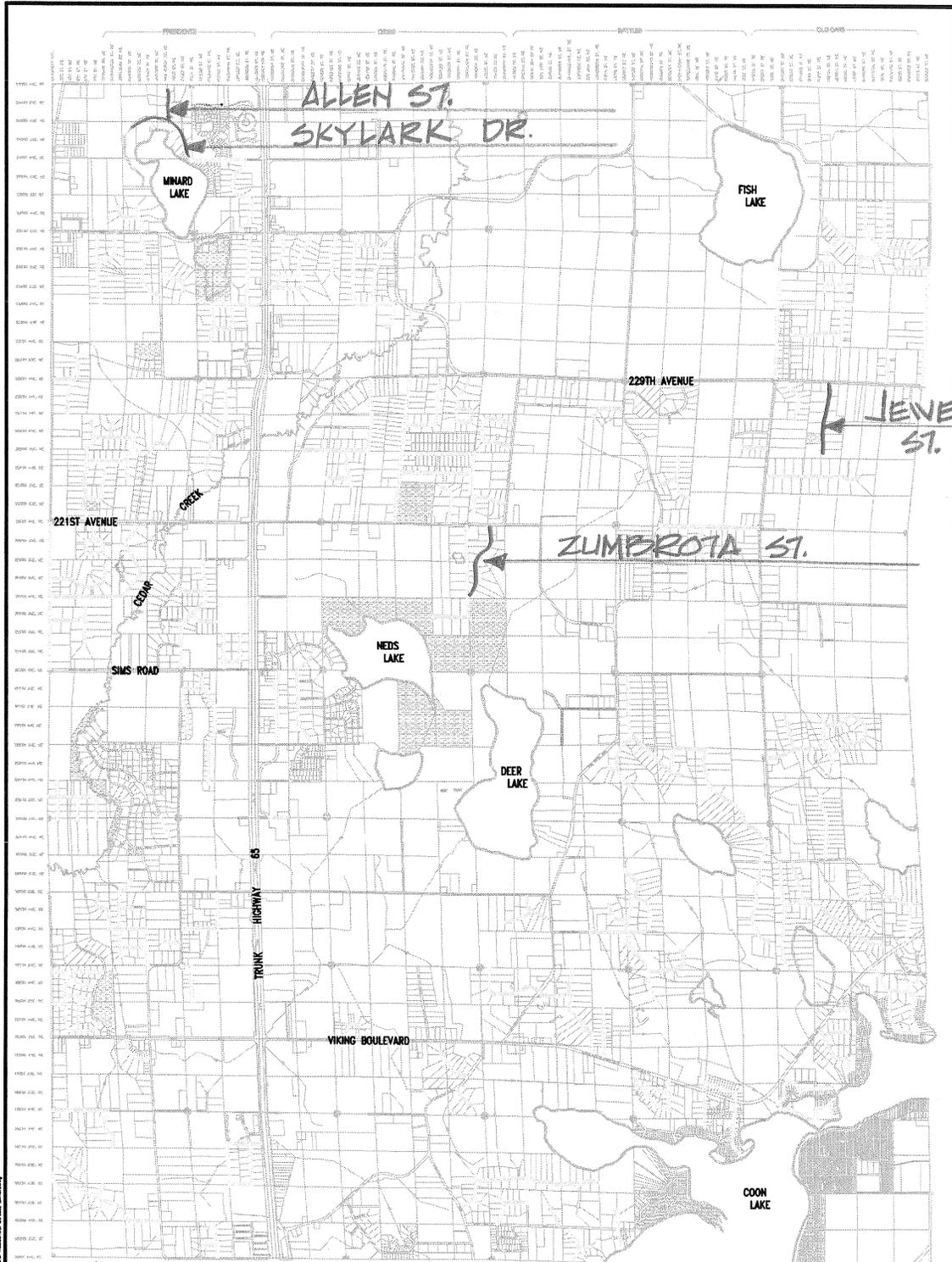
Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



City of East Bethel, Alaska
 Planning Department
 1000 West 221st Avenue, Suite 100
 East Bethel, Alaska 99571
 Phone: 907-463-2211
 Fax: 907-463-2212
 Email: info@eastbethel.org

PROPOSED 2010 RESURFACING PROJECTS CITY OF EAST BETHEL

LEGEND
 RURAL RESIDENTIAL STREETS



City of East Bethel City Council Agenda Information

Date:

April 7, 2010

Agenda Item Number:

Item 8.0 A.1

Agenda Item:

City Engineer – Contract Addendum #5

Requested Action:

Consider Contract Addendum #5 for engineering services for the Service Road Construction and Trunk Highway 65 Improvements from 215th Avenue to 221st Avenue.

Background Information:

With the adoption of Resolution 2010-12, The City Council has indicated acceptance of the \$594,000 Cooperative Agreement Grant from Mn/DOT for construction of the service road beginning at 215th Avenue to 221st Avenue. As required by the Engineering Service Contract between the City and Hakanson Anderson, a Contract Addendum that indentifies the cost for engineering services for this project is required. The amount quoted in the addendum is a not to exceed amount. Total engineering services will be \$199,115 for this project. The contract addendum is included as Attachment 2.

This project, City Project 2010-02, includes the construction of a service road from 215th Avenue to 221st Avenue and Trunk Highway 65 access closures at 215th Avenue and 217th Avenue. Work to be performed includes project design, surveying and staking, plans and specifications, advertising and bidding, bid evaluation, construction supervision, contractor payment verification, project close out, preparation of State Aid documents, draw requests, obtaining quotes for sub-contractor services, as built drawings, coordination with the County, and facilitating right-of-way acquisition.

The total estimated construction cost for this project is \$1,161,266. The proposed Addendum #5 is in the amount not to exceed \$199,115, which is 17.1% of construction. As presented in the addendum, the City will also be responsible for other costs including soil borings and material testing and attorney fees for right-of-way acquisition. These costs are estimated at \$20,500.

The total estimated engineering services and other costs is 18.9% of the estimated construction costs. This project is on the City’s state aid system, therefore all expense above the grant amount are eligible for State Aid Construction funds including up to 25 percent for overhead expenses.

Attachment(s):

1. Location Map
2. Consulting Services Contract Addendum #5

Fiscal Impact:

As noted above.

Recommendation(s):

Staff is recommending approval of Addendum #5 to the Contract for City Engineering Services dated September 3, 2008.

City Council Action

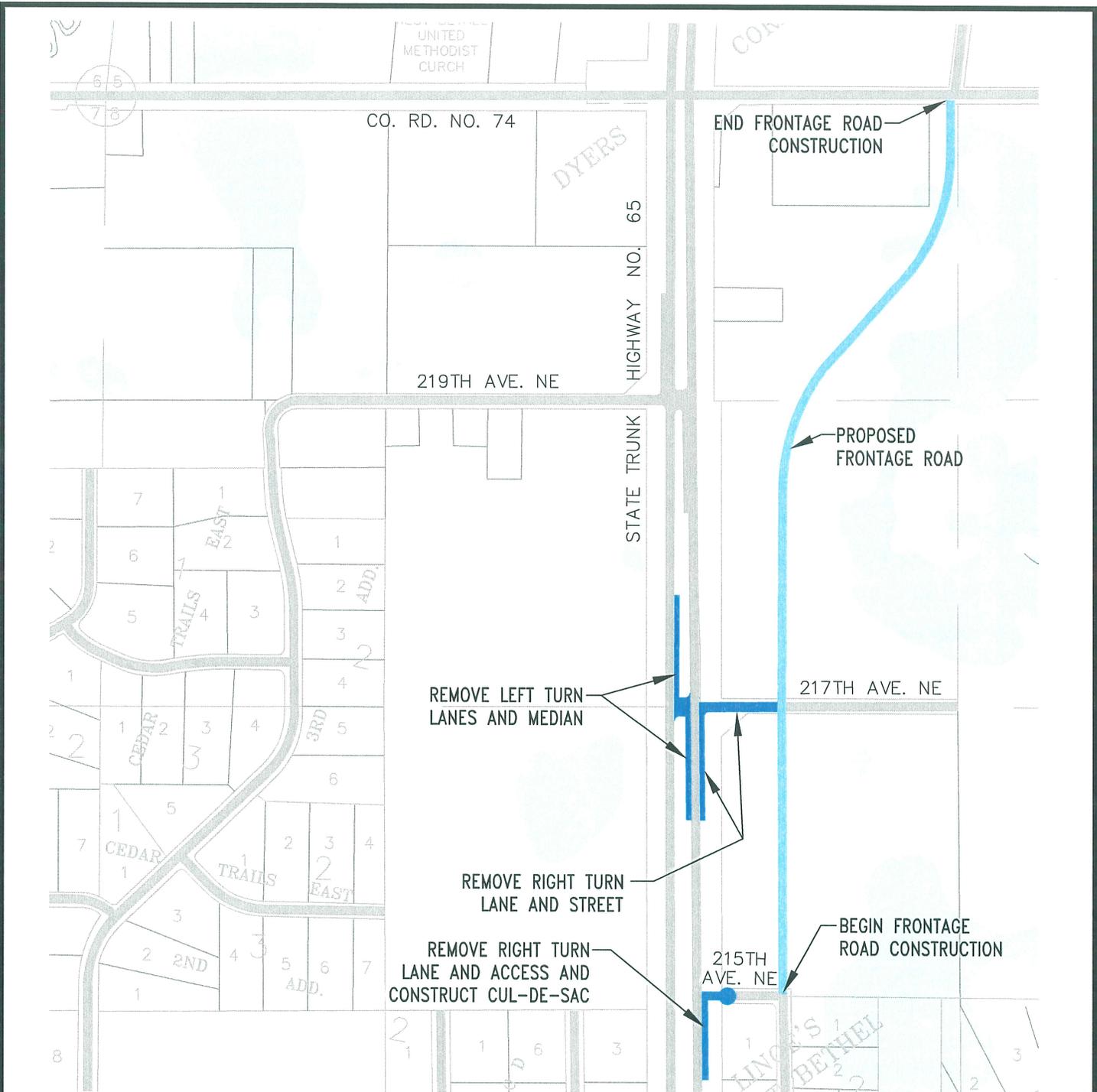
Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



LEGEND

-  DENOTES 100% STATE FUNDING
-  DENOTES 100% STATE FUNDING BASED ON A 32-FOOT FRONTAGE ROAD
-  DENOTES EXISTING STREETS
-  DENOTES WETLAND



EXHIBIT 1
IMPROVEMENT LAYOUT AND
PROPOSED COST PARTICIPATION
 CITY OF EAST BETHEL

Hakanson Anderson Assoc., Inc.
 Engineers, Surveyors & Landscape Architects
 3601 Thurston Ave. Anoka, Minnesota 55303
 612-427-5860 FAX 612-427-0520
Map 15, 2010 - 2:32pm
 C:\Vwd\proj\PROJECTS\MUNICIPAL\VER329-2009\low\VER329A-2009-USA.dwg

ATTACHMENT 1

**City Engineering Services Agreement
Dated September 3, 2008
Consulting Services Contract Addendum #5**

PROJECT: City Project #2010-02

Service Road Construction and Trunk Highway 65 Improvements - 215th Avenue to 221st Avenue.

SCOPE OF SERVICES

The scope of this project will include engineering, construction supervision, construction surveying and staking, bidding and contract development, as-built plans, and all documents necessary to obtain MSA and FY 2011 Municipal Agreement Program Funding. These services and deliverables are further described in Section II of the City of East Bethel Agreement for City Professional Engineering Services between the City of East Bethel and Hakanson Anderson Associates, Inc.

FEES:

TOTAL NOT-TO-EXCEED COST ASSOCIATED WITH THIS PROPOSAL: <i>(Cost for Services and Deliverables + Reimbursable Expenses)</i>	\$199,115
---	------------------

Attachment A identifies the projected hours, rates and total "not-to-exceed" costs for this project.

This Proposal is based on the following assumptions:

1. This project will not be specially assessed.
2. This project will be funded through a combination of MSA and FY 2011 Municipal Agreement Program Funds.
3. The City Engineer will be responsible for preparing the application and all related construction documents (plans, specifications, contracts, etc.) for this project.
4. The City Engineer will be responsible for preparation of all draw requests from MnDOT for MSA and FY 2011 Municipal Agreement Program funds to be applied to this project.
5. The City Engineer will facilitate required right-of-way acquisition.

Other important information is:

None

Designated Representative is:

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

SUB-CONTRACTORS/CONSULTANTS

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

None

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

1. Geotechnical Investigation, estimated cost \$6,500
2. Construction Materials Testing, estimated cost \$9,500
3. Attorney Fees – Right-of-way Acquisition \$4,500

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

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

For the City:

For Hakanson Anderson Associates, Inc.:

Greg Hunter, Mayor

Craig Jochum

ATTEST:

Douglas Sell
City Administrator

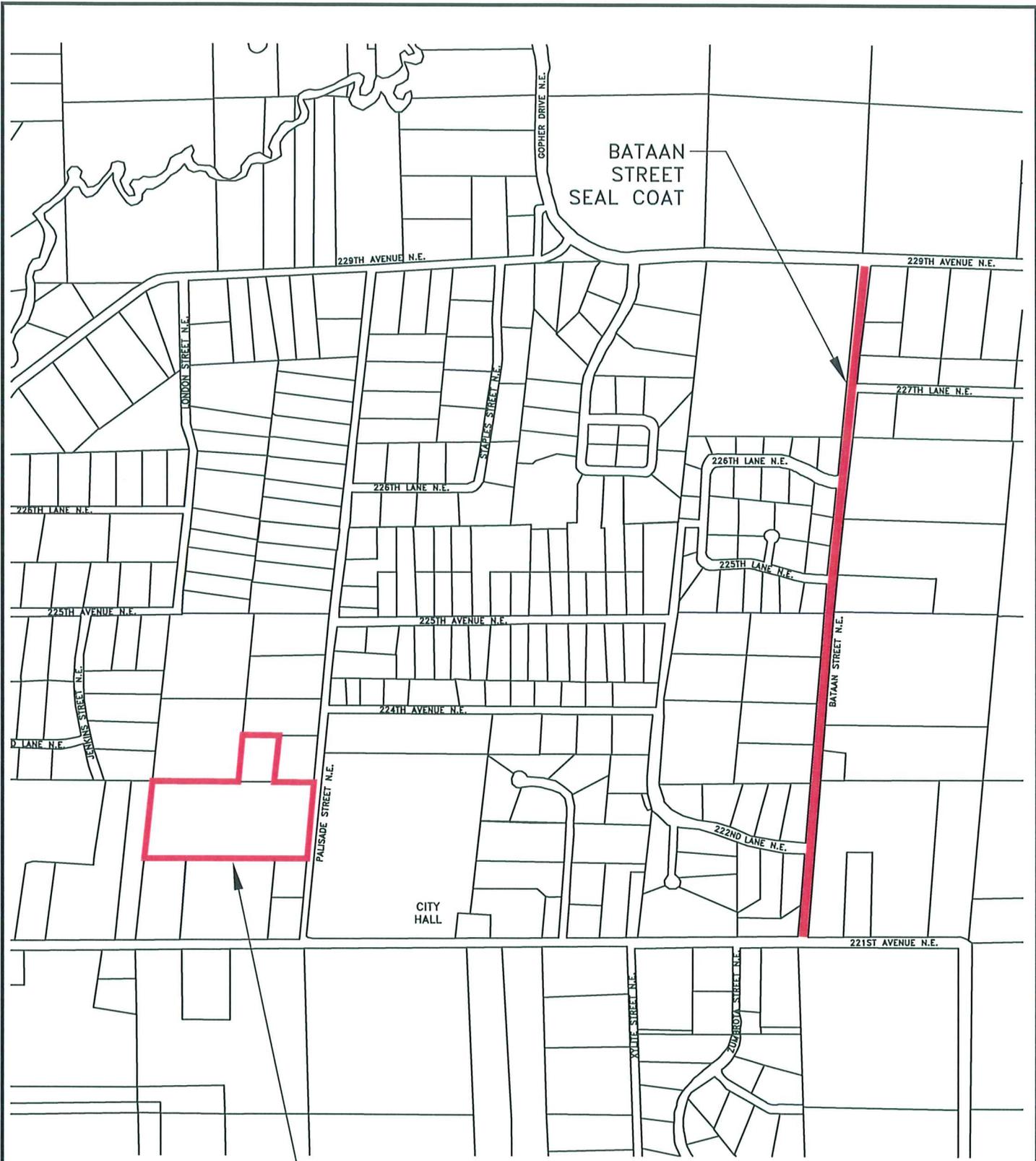
Date: _____

Date: _____

Attachment A
Service Road from 215th Avenue to 221st Avenue
Professional Services Not-to-Exceed Costs

Task	Personnel		CE	PM	DE	SCO	TS	STC	WS	CL	GPS	Labor Cost	Expenses	Total Cost
	Average Billing Rate	Hours												
1		60	110	220			240	160		40	80	\$66,330	\$2,000	\$68,330
2		4	8	40			8		100			\$12,600	\$800	\$13,400
3		40	80	20				40		16		\$16,608	\$1,000	\$17,608
4						480				16		\$36,848	\$3,337	\$40,185
5		16	16	40			240	40		4		\$26,092	\$0	\$26,092
6		80	60	20				80		16		\$21,308	\$500	\$21,808
7		4	8	20			80	40		4		\$11,492	\$200	\$11,692
												Not To Exceed	=====>	\$199,115

- CE City Engineer
- PM Project Manager
- DE Design Engineer
- SCO Senior Construction Observer
- TS Technician (Survey)
- STC Senior Technician (CADD)
- WS Wetland Specialist
- CL Clerical
- GPS GPS Equipment

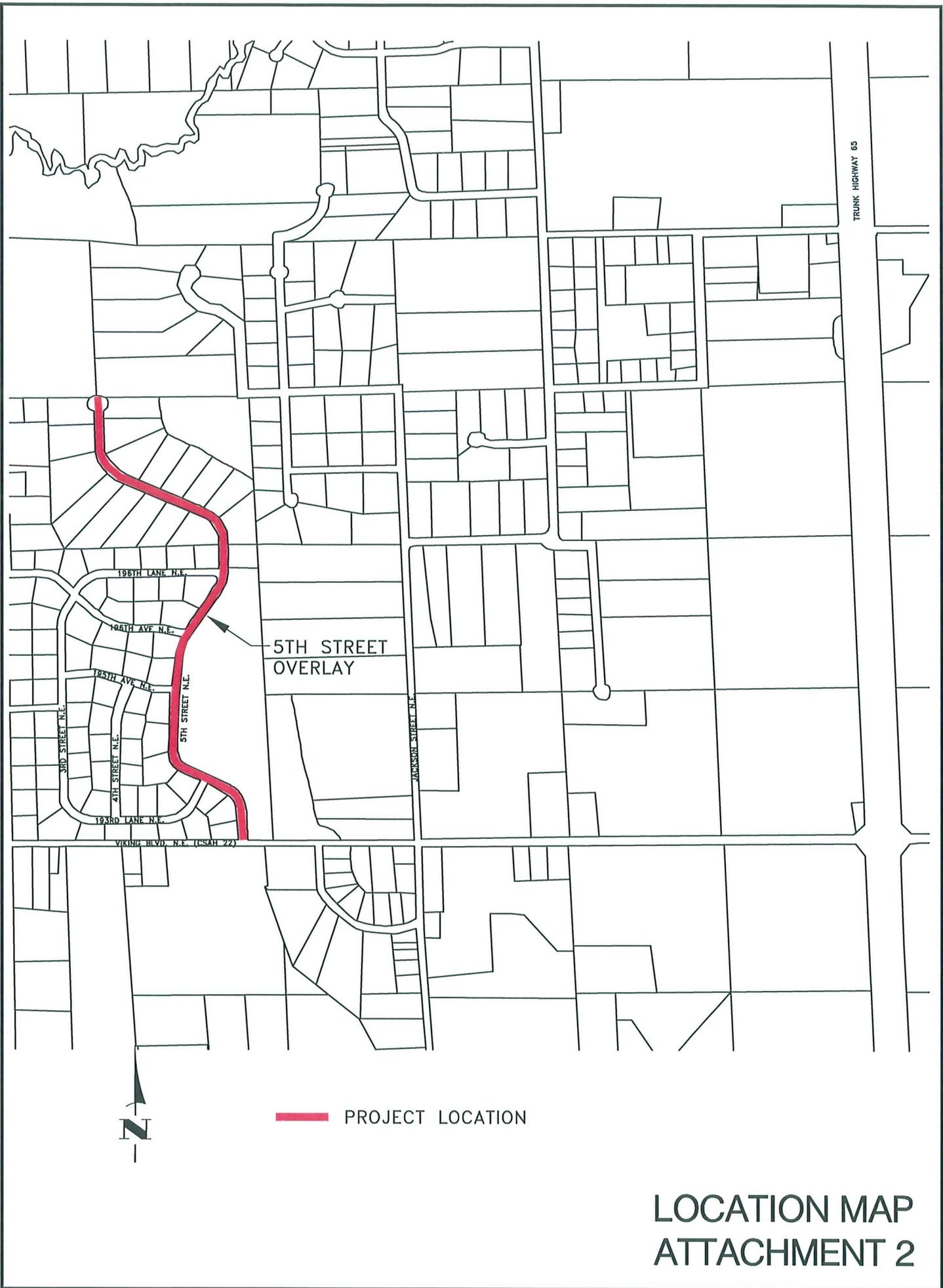


BOOSTER WEST PARK
 PARKING LOT
 EXPANSION
 (SEE ATTACHMENT 3)

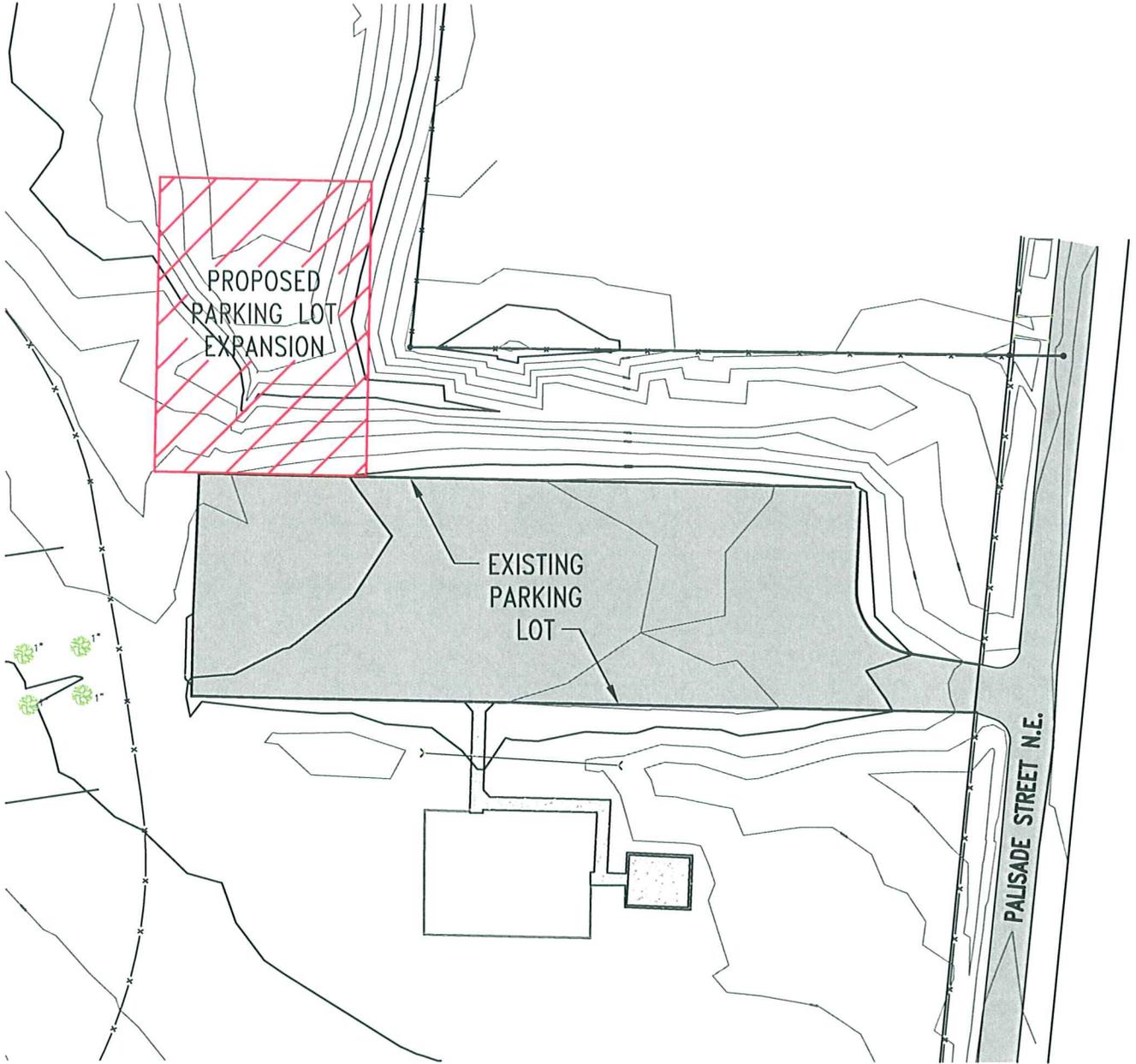


█ PROJECT LOCATION

LOCATION MAP ATTACHMENT 1



LOCATION MAP ATTACHMENT 2



PARKING LOT LOCATION MAP ATTACHMENT 3

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

RESOLUTION 2010-14

**RESOLUTION ORDERING IMPROVEMENTS AND DIRECTION TO
PREPARE PLANS AND SPECIFICATIONS FOR 2010 IMPROVEMENT PROJECTS**

WHEREAS, the 2010-2014 Capital Improvement Program (CIP) adopted by the City Council the 7th day of October 2009 provides for three projects that require Plans and Specifications; and

WHEREAS, these projects include the Booster West Parking Lot Expansion, 5th Street Surface and Drainage Improvements, and Bataan Street Surface Maintenance.

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

1. Such improvements are hereby ordered as proposed in the 2010-2014 City Capital Improvement Program (CIP).
2. City staff is hereby directed and authorized to prepare plans and specifications for the making of such improvements.
3. Plans and Specifications will be returned to City Council for review and approval and direction to bid.

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

CITY OF EAST BETHEL

Greg Hunter, Mayor

ATTEST:

Douglas Sell, City Administrator



City of East Bethel City Council Agenda Information

Date:

April 7, 2010

Agenda Item Number:

Item 8.0 A.2

Agenda Item:

Resolution 2010–14 Ordering Improvements and Preparation of Plans and Specifications for 2010 Improvement Projects

Requested Action:

Consider Approving Resolution 2010-14 Ordering Improvements and Preparation of Plans and Specifications for 2010 Improvement Projects

Background Information:

The Parks and Trails Capital Improvement Program (CIP) and Street Capital improvement Program (CIP) were approved at the October 7, 2009 City Council meeting. The CIP identified three projects that staff has identified as requiring the preparation of Plans and Specifications for bid. Resolution 2010-14 provides for ordering the improvements and directing plans and specifications be prepared. The three projects are Booster West Parking Lot Expansion, 5th Street Surface and Drainage Improvements, and Bataan Street Surface Maintenance. Plans and Specifications will be returned to Council for review and approval.

The major components and estimated costs for each of the projects are as follows:

Booster West Parking Lot Expansion

- Construction of an Additional 65 Parking Stalls
- Concrete Curb and Gutter and Bituminous Surface
- Parking Lot Lighting

Construction Costs	\$78,419
Overhead Costs	<u>\$16,581</u>
Total Estimated Costs	\$95,000

5th Street Surface and Drainage Improvements

- 2 Inch Bituminous Overlay
- Isolated Patching
- Replace or Repair Drainage Pipe and Structures as Necessary
- Match Existing Driveways and Intersections

Construction Costs	\$235,517
Overhead Costs	<u>\$ 19,483</u>
Total Estimated Costs	\$255,000

Bataan Street Surface Maintenance

- Isolated Patching
- Joint Repair
- New Sealcoat

Construction Costs	\$38,600
Overhead Costs	<u>\$ 5,400</u>
Total Estimated Costs	\$44,000

It is anticipated that staff will provide Council with Plans and Specifications for consideration at the May 19, 2010 City Council meeting. At that time staff will request approval of Plans and Specifications with direction to solicit bids for these projects.

Attachments:

- 1 -2. Project Location Maps
- 3. Parking Lot Location Map
- 4. Resolution 2010-14 Ordering Improvement and direction to Prepare of Plans for 2010 Improvement Projects

Fiscal Impact:

The total estimated project cost for the Booster West Parking Lot Expansion, 5th Street Surface and Drainage Improvements, and Bataan Street Surface Maintenance is estimated to be \$394,000. These projects are proposed to be financed with Park Capital Funds, Street Capital Funds, and Municipal State Aid (MSA) construction funds. Funds, as noted above, are available for these projects.

Recommendation(s):

Staff recommends approval of Resolution 2010-14 Ordering Improvements and Direction to Prepare Plans and Specifications for 2010 Improvement Projects.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



City of East Bethel City Council Agenda Information

Date:

April 7, 2010

Agenda Item Number:

Item 8.0 A. 3

Agenda Item:

City Engineer – Contract Addendum #6

Requested Action:

Consider Contract Addendum #6 for Engineering Services for the 2010 Improvement Projects.

Background Information:

The Engineering Service Contract between the City and Hakanson Anderson requires that a Contract Addendum be prepared to indentify the cost for engineering services for this projects. The amount quoted in the addendum is a not to exceed amount. Total engineering services will not exceed \$41,461 for these projects. The contract addendum is included as Attachment 1.

This project, City Project 2010-03, Booster West Parking Lot Expansion; City Project 2010-04, 5th Street Surface and Drainage Improvements; and City Project 2010-15, Bataan Street Surface Maintenance are covered by this addendum. Work to be performed includes project design, surveying and staking, plans and specifications, advertising and bidding, bid evaluation, construction supervision, contractor payment verification, project close out, preparation of State Aid documents, and draw requests.

The total estimated construction costs for these projects are \$ 352,536. Addendum #6 is in the amount not to exceed \$41,464, which is 11.8% of the estimated construction costs.

Attachment(s):

- 1. Consulting Services Contract Addendum #6

Fiscal Impact:

The total estimated project cost for the Booster West Parking Lot Expansion, 5th Street Surface and Drainage Improvements and Bataan Street Surface Maintenance is estimated at \$394,000. This project is proposed to be financed by Park Capital Funds, Street Capital Funds, and Municipal State Aid (MSA) construction funds. Funds, as noted above, are available for these projects.

Recommendation(s):

Staff is recommending approval of Addendum #6 to the Contract for City Engineering Services dated September 3, 2008.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

**City Engineering Services Agreement
Dated September 3, 2008
Consulting Services Contract Addendum #6**

PROJECT: City Project #2010-03

2010 Improvement Projects

SCOPE OF SERVICES

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

FEES:

TOTAL NOT-TO-EXCEED COST ASSOCIATED WITH THIS PROPOSAL: <i>(Cost for Services and Deliverables + Reimbursable Expenses)</i>	\$41,464.00
---	--------------------

Attachment A identifies the projected hours, rates and total "not-to-exceed" costs for this project.

This Proposal is based on the following assumptions:

1. This project will not be specially assessed.
2. This project will be funded through a combination of Park Capital Funds, Street Capital Funds and MSA Construction Funds.
3. The City Engineer will be responsible for preparing the application and all related construction documents (plans, specifications, contracts, etc.) for this project.
4. The City Engineer will be responsible for preparation of all draw requests from MnDOT for MSA funds to be applied to this project.

Other important information is:

None

Designated Representative is:

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

SUB-CONTRACTORS/CONSULTANTS

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

None

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

None

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

For the City:

For Hakanson Anderson Associates, Inc.:

Greg Hunter, Mayor

Craig Jochum, President

ATTEST:

Douglas Sell
City Administrator

Date:_____

Date:_____

**Attachment A
2010 Improvement Projects
Professional Services Not-to-Exceed Costs**

Task	Personnel Average Billing Rate	CE	PM	DE	SCO	TS	STC	CL	GPS	Labor Cost	Expenses	Total Cost
		Hours \$90	Hours \$95	Hours \$78	Hours \$75	Hours \$70	Hours \$75	Hours \$53	Hours \$30			
1 Plans, Specifications, and Bidding		14	32	84		64	48	10	8	\$19,702	\$300	\$20,002
2 Construction and Contract Adm.		10	36					10		\$4,850	\$450	\$5,300
3 Construction Observation					116					\$8,700	\$800	\$9,500
4 Construction Staking			4			48	8			\$4,340		\$4,340
5 As-Built Drawings		2	2	4		12	8			\$2,122	\$200	\$2,322
										Not To Exceed	=====>	\$41,464

- CE City Engineer
- PM Project Manager
- DE Design Engineer
- SCO Senior Construction Observer
- TS Technician (Survey)
- STC Senior Technician (CADD)
- WS Wetland Specialist
- CL Clerical
- GPS GPS Equipment



City of East Bethel City Council Agenda Information

Date:

April 7, 2010

Agenda Item Number:

Item 8.0 C.1

Agenda Item:

Recovery Zone Economic Development Bonds

Requested Action:

Consider approving Resolution 2010-15 Recovery Zone Economic Development Bonds.

Background Information:

Through provisions of the American Recovery and Reinvestment Act, the U.S. Treasury has allocated \$132 million to the State of Minnesota for Recovery Zone Economic Development bonding authority. In turn, the State has reallocated some of this authority to certain Minnesota cities and counties. \$11.4 million has been allocated to Anoka County.

Recovery Zone Economic Development Bonds allow local governments to borrow funds for eligible projects at lower borrowing costs as the Treasury Department will pay the issuing entity a direct payment subsidy equal to 45 percent of the coupon interest on the bonds over the life of the bonds. The maximum life of the bonds under this program is 20 years. The bonds are designed to provide financing for projects that promote job creation and economic development. The Treasury has identified several qualifying criteria that include promotion of economic development by the creation of construction and permanent jobs. Bonds must be issued by December 31, 2010.

Anoka County has indicated that it will accept requests for City projects that would utilize this bonding authority until April 14, 2010. The Anoka County Finance and Capital Improvements committee will meet on April 20, 2010 to discuss whether the County will use some or all of the bonding authority and/or consider municipal projects. If the County does not use the \$11.4 million of bonding authority by sub-allocating to other County jurisdictions (cities), the bonding authority will be returned to the State.

Should the Anoka County use all of the bonding authority or return all of the bonding authority to the State of Minnesota, the City would be eligible to make application for an allocation of this bonding authority. The unused bonding authority from all counties and cities that goes unused must be returned to the State of Minnesota by June 1, 2010.

The application deadline to the State is June 1, 2010 for requesting a portion of any bonding authority from the state wide pool for eligible projects.

Based on the criteria made available by Anoka County, the City should be eligible for this bonding authority. The city's utility Engineers have estimated the cost of the Project 1 Phase I water system to be \$10.9 million this includes construction and land acquisition costs for water towers, wells, a water treatment plant and the trunk distribution system. Attached is a summary of these estimated costs from Bolton and Menk, Inc., the City's consulting engineers on this project.

Springsted, Inc., the City's Fiscal Advisor, calculated an interest savings of \$838,672 by using Recovery Zone Bonds based on \$9 million bond over 20 years. Savings would be slightly higher for a bond issue of \$10.9 million.

This resolution does not authorize the issuance of any debt. Debt issuance can only be considered following completion of a feasibility report, a public hearing and Council direction to order the improvements. This is merely a request to reserve a portion of this bonding authority for this project

Attachment(s):

1. Estimated Water System Cost Summary-Project 1, Phase I
2. Resolution 2010-15 Recovery Zone Economic Development Bonds

Fiscal Impact:

As noted above.

Recommendation(s):

Staff recommends approval of Res 2010-15 Recovery Zone Economic Development Bonds requesting bonding authority from the County or State, as appropriate, for the estimated water system costs for Project 1, Phase I.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

2638 Shadow Lane, Suite 200 • Chaska, MN 55318-1172

Phone (952) 448-8838 • Fax (952) 448-8805

www.bolton-menk.com

**WATER SYSTEM ESTIMATED COST SUMMARY
FOR
PHASE I PROJECT 1
UTILITY INFRASTRUCTURE PROJECT
CITY OF EAST BETHEL, MINNESOTA**

All costs presented herein are based on those included in the "Facility Plan for Infrastructure Needs" dated February 23, 2009.

Phase I Project 1 Water System Cost Summary:

Water Treatment Facility (1500 gpm, 250,000 gal Clear Well):	\$5,275,000
Production System (3 Wells at Total Capacity of 1500 gpm):	\$1,025,000
Storage Facility (500,000 gal Tower):	\$1,362,500
Trunk Distribution System:	\$3,281,618
Lateral Distribution System:	<u>\$1,119,701</u>
Total Estimated Water System Cost:	\$12,063,819

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

RESOLUTION NO. 2010-15

**RESOLUTION TO SUPPORT RECOVERY ZONE ECONOMIC DEVELOPMENT BONDING
AUTHORITY ALLOCATION FOR PHASE 1, PROJECT 1, UTILITY INFRASTRUCTURE
PROJECT WATER SYSTEM**

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

WHEREAS, the City Council has directed a Facility Plan for Utility Infrastructure Needs be prepared; and

WHEREAS, the installation of this Utility Infrastructure will encourage economic development and job growth; and

WHEREAS, the estimated costs for a water treatment facility, wells, water tower and trunk distribution system for Phase 1, Project 1 of the Utility Infrastructure Project is \$10,944.118; and

WHEREAS, the City Council has determined that it is in the best interest of the City to apply for Recovery Zone Economic Development Bond Authority, initially from the County and, if necessary, from the State of Minnesota.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: City of East Bethel requests bonding authority to issue Recovery Zone Economic Bonds in the amount of \$10,944,118 for construction of a water treatment facility, wells, water tower and trunk distribution system for Phase 1, Project 1 of the Utility Infrastructure Project.

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

CITY OF EAST BETHEL

Greg Hunter, Mayor

ATTEST:

Douglas Sell, City Administrator



City of East Bethel City Council Agenda Information

Date:

April 7, 2010

Agenda Item Number:

Item 8.0 E.1

Agenda Item:

Significant Natural Environmental Area (SNEA) – Overlay District

Requested Action:

Informational for discussion

Background Information:

At the work session on March 3rd, Council directed that a goal statement and objectives be indentified for the SNEA Overlay Districts in the City. Section 59 of the City’s Zoning Ordinance provides for purpose and intent of a SNEA overlay district but lacks some of the specifics to effectively implement the provisions of this section of City Code. For example, there is no calculation process for determining how many lots will be permitted in certain areas identified as a SNEA. This is an item that Council must discuss to determine how it will apply density calculations such that this aspect of development is applied uniformly for across all developer requests.

The framework for this ordinance was adopted in the City Comprehensive Plan that was adopted in August, 2007. From this framework, the current SNEA ordinance was drafted.

Again, the basic ordinance is in place. There are four specific areas that need refining within the structure of the current ordinance that make it effective.

First, dimensional standards, separation distances, maximum densities, and means of calculation of allowed units need to be established.

Since the SNEA Overlay District is intended to provide for greater flexibility in land use planning, it is not typical to have dimensional standards. However, separation distance of property lines of all lots should be established in order to allow buffer screening and to minimize land use conflicts. Examples for separation distances are as follows:

- 1) Property line to existing or proposed arterial street rights-of-way: 25 feet
- 2) Property line to subdivision perimeter boundaries: 25 feet
- 3) Property line to existing buildings or barnyards housing livestock: 100 feet
- 4) Property line to wetlands: 25 feet from the ordinary high water mark (if public wetland) or delineated wetland edge.

It is typical to allow a density of 1.5 dwelling units per net buildable acre. However, City Council needs to establish a specific density number to be applied in SNEA developments. Net buildable area (NBA) is calculated using the following method:

From the gross acreage of the site, subtract the unbuildable areas:

Gross Acreage of Site	_____	acres
Unbuildable area	_____	acres
Land within existing road right-of-way	_____	acres
Land within existing utility and railroad right-of-way	_____	acres
Land within the 100-year floodplain	_____	acres
Land within wetlands, ponds, and lakes	_____	acres
Total unbuildable area	_____	acres
Net buildable area (NBA)	_____	acres

Where two or more categories overlap, the overlapping area shall be counted only once.

To determine the number of dwelling units permitted, the net buildable area shall be multiplied by the maximum net density, rounding to the nearest whole number.

_____ Acres NBA multiplied by _____ (max. net density) = _____ permitted dwelling units

Second, open space requirements and landscape design standards need to be established.

It is typical for a City Council to require up to 50 percent of the total area of each PUD to be designated as open space. The required amount of open space could be in addition to any land that would be used to satisfy the public park dedication requirements. Open space priorities should be established. Open spaces should generally be located and designed to incorporate the following areas listed in order of priority:

- a) Existing ecological resources identified as environmentally sensitive areas in the Parks, Trails, and Open Space Comprehensive Plan.
- b) Land within the significant natural environmental areas (SNEA) as identified on the Official Map of the City of East Bethel in the Comprehensive Plan.
- c) Lands, particularly those adjacent to rivers, streams, wetlands and drainage areas that may be subject to potential for soil disturbance leading to erosion that is detrimental to water quality.
- d) Natural drainage ways such as wetlands, creeks, streams, etc.

Other open space areas, depending on the individual parcel and its location, may also be important for open space designation, such as:

- a) Other healthy woodlands, particularly those performing important ecological functions such as soil stabilization and protection of streams, wetlands and wildlife habitats.
- b) Areas where precipitation and storm water treatment are most likely to recharge local groundwater resources because of topographic and soil conditions affording high rates of infiltration and percolation.

- c) Hedgerows, groups of trees, specimen trees and other unique or significant vegetation features.
- d) Historic or culturally important structures and sites.

Open space design standards should be considered when a developer is designing the PUD. Options and considerations include the following:

- a) Open space should be interconnected wherever possible to provide a continuous network of open space land within the PUD and throughout the city. It should coordinate and maximize boundaries with open space on adjacent tracts.
- b) Incorporate public trails and/or public open space designated in the Comprehensive Plan and the Parks, Trails, and Open Space Comprehensive Plan.
- c) Designated public access trails shall be protected by an access easement owned by the City.
- d) Open space uses may include natural/passive and active recreation areas; agriculture parcels; storm water management facilities; neighborhood greens; trail links; and, boulevards.
- e) Open space should be distributed throughout the development to serve and enhance as many dwelling units as possible. At least 75 percent of the lots shall directly abut or face open space land across a street. Non-adjointing lots shall be provided with convenient access to the open space through access strips at least 30 feet wide. Access to open space used for agriculture may be restricted or prohibited for public safety and to prevent interference with agricultural operations.
- f) Views of new dwellings from exterior roads and abutting properties should be minimized by the use of changes in topography, existing vegetation or additional landscaping. Ridge and hilltops should be contained within open space areas wherever possible. Trees should not be removed from ridge and hilltops.
- g) The entire area set aside as open space shall be maintained in perpetuity. This restriction shall run with the land and be binding on successors and assigns of the landowner.
- h) The boundaries of designated open space areas shall be clearly delineated and labeled on PUD plans. These areas shall be delineated in the field with signage or other measures approved by the City.
- i) Agricultural open space uses should use conservation practices consistent with those described in the "National Handbook of Conservation Practices," published by the United States Department of Agriculture Natural Resources Conservation Service.

Landscape design standards should be established. Landscape design standards outlined in the SNEA are different than that for a standard subdivision. Landscape design standards for PUD's are to remain flexible as each development is different. Some examples City Council may want to consider when reviewing a SNEA PUD landscaping are as follows:

- a) Street trees may be planted along internal streets passing through common open space.
- b) Informal arrangements are encouraged for street trees, to avoid the urban appearance that regular spacing may invoke.

- c) The species of street trees shall be consistent with species found in the oak-savanna forest.
- d) A planted buffer area at least 25 feet in width shall be established within all separation areas between exterior arterial or major collector roads and property lines.
- e) Planted buffers between clusters of residential lots are encouraged to enhance privacy and a rural appearance between lots.
- f) Buffers consisting of an informal arrangement of native plant species found in oak-savanna forests combined with infrequent mowing are strongly encouraged to create a low-maintenance, natural landscape.
- g) Planted buffers are also encouraged along natural drainage areas to minimize erosion.
- h) Mass grading for open space and other common landscaped areas and storm water management areas shall be avoided to reduce compaction and impacting water infiltration rates.

Third, low impact design (LID) standards need to be established and should be incorporated into all proposed developments. These standards need to be taken into consideration when City Council reviews a PUD. However, to effectively implement the standards they need to be incorporated into the East Bethel Water Management Plan. This plan is currently under review. LID standards have been established by the MPCA and MNDNR and have been adopted by a number of municipalities. The primary goal of LID is to reduce the amount of storm water runoff and to mimic the pre-settlement site hydrology through storage, infiltration, evaporation, and maintenance of natural drainage patterns. LID site planning and design include:

- a) Disconnecting impervious surfaces
- b) Treatment of water close to the source
- c) Avoiding mass grading and soil compaction
- d) Reducing road widths
- e) Use of joint/shared parking facilities/driveways
- f) Reducing the length and width of driveways
- g) Preserving areas with highly permeable soils for infiltration
- h) Reduced parking spaces
- i) Use alternatives to the traditional cul-de-sac as appropriate depending on site conditions and public safety needs.

And fourth, storm water management design techniques should be established to implement LID standards. A Storm Water Management ordinance will be required to identify the techniques and best management practices necessary to implement LID. Techniques and best management practices to be considered when reviewing a PUD should include:

- a) Reduce volume through use of infiltration practices such as bio-infiltration, vegetated swales, permeable pavement, infiltration basins and trenches.

- b) Reduce volume through on-site storage for reuse (irrigation, storm water runoff)
- c) Make storm water treatment facilities visible and attractive site amenities
- d) Use flat or slotted curbing to convey water into the storm water system

We have included a copy of Section 59 of the City’s Zoning ordinance for your review and information. Suggestions noted above are predicated, in part, on the City of Hanover’s Conservation Design ordinance that was adopted in January, 2010. The purpose and intent of the City of Hanover’s Conservation Design ordinance is taken directly from their Comprehensive Plan. This is the same process staff has proposed for the SNEA Ordinance changes for the City.

We are asking that Council review the suggestions and provide feedback such that amendments to the current ordinance can be developed and presented for Council consideration. Following adoption of the amendments to the current SNEA Ordinance, several other documents/plans will require updating or change. This includes the Water Management Plan, the addition of a Storm Water Management Ordinance and the Planned Unit Development (PUD) section of the zoning ordinance. As noted, these are separate actions by the City Council following the adoption of SNEA Ordinance amendments.

The proposed ordinance amendments would not change those areas on the City’s Official Zoning Map that have been identified as SNEA’s including those that may contain natural resource corridors. Should Council wish to make changes to the Zoning Map by adding additional natural resource corridors or SNEA parcels, this is a separate process and are not included as part of Section 59 of the Zoning Ordinance. Any Zoning Map amendments would require identification of the areas to be included as SNEA’s, a public hearing before the Planning Commission and presentation to City Council for adoption. Any such change to the Zoning Map will require 2/3rds majority vote by the City Council.

Attachment:

1. Appendix A, Zoning Ordinance, Section 59, Significant Natural Environmental Area (SNEA) – Overlay District as adopted

Fiscal Impact:

None at this time

Recommendation(s):

Staff requests City Council review the suggestions and provide feedback such that the amendments to the current SNEA Overlay District can be developed and presented to Council for consideration.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

SECTION 59
SIGNIFICANT NATURAL ENVIRONMENTAL AREAS (SNEA)
OVERLAY DISTRICT

1. Intent

The primary purpose of the Significant Natural Environmental Areas (SNEA) Overlay District is to protect resources and functional values that have been identified by Anoka Conservation District (ACD), Minnesota Department of Natural Resources (MNDNR), and the Metropolitan Council as providing benefits to the sustainability of the natural resource communities. This section is intended to protect and rehabilitate areas within the City of East Bethel that contain native vegetation and natural features and/or natural resources that contribute to the health, welfare, and quality of life of the people in the City of East Bethel. The City of East Bethel has the right and responsibility to protect and conserve these areas for a variety of reasons including:

- A. Natural communities and the wildlife habitat they provide;
- B. Contribution to the community's health and safety (i.e. flood control, purification of stormwater runoff, clean and healthy groundwater supplies necessary for the health, safety, and enjoyment of the City's residents and neighboring communities);
- C. Recreational purposes;
- D. Aesthetic and quality of life contributions;
- E. Protection and conservation of natural resources within and adjacent to the natural areas for the community's long-term environmental and economic benefits; and
- F. Contribution to the community's historic and symbolic needs.

2. Purpose

To achieve the policies in the Comprehensive Plan and state and federal policies and statutes, the City of East Bethel intends to determine, control, and guide future development within those land areas in the SNEA. Specifically, this section purports to:

- A. Identify areas of SNEAs. These areas include natural areas that are: 1) preserved and minimally changed, and 2) those needing more management to maintain and enhance their natural integrity and resource value;

- B. Control natural environment areas of ecological value to preserve and/or restore ecological functions to the maximum extent possible;
- C. Regulate the use and subdivision of the land within as it relates to the criteria necessary to provide for the long-term sustainability of areas of SNEAs;
- D. Promote innovative development techniques such as conservation and other development practices that measurably reduce the amount of impervious coverage and minimize impacts of development on SNEAs;
- E. Aid developers in the creation of their development plans;
- F. Aid City staff, the Planning Commission, and City Council in their assessment of development plans in areas of “natural environmental significance”; and
- G. Encourage cost effective site development through innovative development practices that efficiently use land and resources. Cost effective development can reduce infrastructure engineering and construction costs because of improved lot configurations, shortened and/or narrower streets, and reduced utility runs. Long-term public cost savings can also be realized by lowering public maintenance costs.

3. General Provisions

- A. Identification of Significant Natural Environmental Areas (SNEAs). SNEAs contain native vegetation and natural features and/or natural resources prioritized by the City of East Bethel according to the natural resource functions they provide, including vegetation diversity, wildlife habitat, economic value, community open space, water quality, flood protection, aesthetics, and recreation.

SNEAs may contain rare, threatened, or endangered species and/or protect natural resources of concern. Further fragmentation, disturbance, and development will adversely affect and may destroy the natural processes operating within SNEAs, as well as the composition, structure, and functions of the natural communities they contain.

SNEAs include areas that are significant in spite of alteration by human impact. These areas may need management to maintain, enhance, and/or repair its natural resource value to the community including, but not limited to, exotic species control, fire management, and stormwater pond construction for water quality enhancement.

SNEAs are identified by the City of East Bethel to:

- 1) Protect, conserve and enhance the City of East Bethel's natural resources including inventoried and identified native prairies, forests, woodlands, sensitive geological and hydrological features, wetlands, riparian (river and stream) corridors, wildlife corridors, and other sensitive natural features,
- 2) Promote open space, including an interconnected system of trails and corridors for wildlife where appropriate and feasible;
- 3) Provide for the orderly growth and development of the City of East Bethel residential areas;
- 4) Promote flexible site planning;
- 5) Encourage coordination between local government, county, state, and federal agencies concerned with natural resources;
- 6) Encourage early cooperative planning between landowners/developers, the City of East Bethel, and individuals with scientific expertise in natural communities and resources.

B. Criteria for Designating SNEAs

The MNDNR, ACD, and Metropolitan Council has inventoried natural resources and designated SNEAs as having one or more of the following characteristics:

- 1) Contains a high degree of native biodiversity and few exotics;
- 2) Is of adequate size, cohesiveness, and shape to be biologically sustainable either as an isolated body or by a continued connection to an existing resource;
- 3) Is a remaining example of a pre-European settlement natural community for Minnesota;
- 4) Is considered significant because it is rare in the City of East Bethel;
- 5) Contains a rare species site, and is critical in preserving the rare plant species or in conserving the rare animal species present, consistent with MN 84.0895, Protection of Threatened and Endangered Species; and
- 6) Contains sensitive geological and hydrological features.

4. Development Procedure

SNEA Overlay District is intended to provide for greater flexibility in land use planning. The application procedure and applicable general requirements pertaining to Planned Unit Developments (PUD) shall apply to SNEAs, subject to any exceptions, modifications, or additions set forth in the ordinance. Amendments to the PUDs can be proposed and implemented upon City Council approval.

5. Standards

In order to provide maximum flexibility, no fixed standards shall apply to the SNEA Overlay District. In evaluating each individual proposal, City Council shall recognize that the primary function of the SNEA Overlay District is to encourage development that preserves and enhances the natural characteristics and valuable natural resources of a site.



City of East Bethel City Council Agenda Information

Date:

April 7, 2010

Agenda Item Number:

Item 8.0 G.1

Agenda Item:

Ice Arena – Maintenance Agreement

Requested Action:

Consider Maintenance Agreement with Trane, Inc for ice arena mechanical systems

Background Information:

The new refrigeration systems have been installed and operational for one and one-half seasons. Trane, Inc., the manufacturer of the equipment has approached the City with a proposed maintenance agreement for this equipment. This maintenance agreement will:

1. Provide priority response for all service requirements. This means a factory trained technician will respond within six hours of a service call, 24/7.
2. Provide only factory trained service technicians to service and/or repair the refrigeration and related equipment.
3. Provide scheduled maintenance for all refrigeration equipment to include checking of all refrigeration components (compressors, pumps, switches, etc.); testing of coolant levels; testing of refrigerant levels/viscosity; cleaning of all exposed equipment (compressors, air exchangers, etc.); changing of all oil/lubricants; and a review of all issues from the ice arena management staff.

This service includes removal and disposal of all contaminated oils, coolants and fluids in an EPA/MPCA approved manner. They prepare all required state and federal reports regarding coolant leaks and/or disposal.

They provide start up and shut down assistance to ensure that all components are operating efficiently. We have attached a copy of the proposed service agreement.

The agreement is for a three year period beginning in July, 2010. The annual cost is \$3,500 per year. The agreement may be canceled with 90 days notice or if Council fails to appropriate monies for the agreement as part of the ice arena operating budget. Funds are available in the operating budget for this service.

Benefits from this service agreement include a prompt response for any issues relating to mechanical refrigeration systems minimizing any down time; reduced cost for repair services and parts; professional start-up and shut down for the systems; and, all scheduled maintenance in accordance with factory requirements. These services will minimize the potential for down time and critical mechanical malfunctions.

Attachment(s):

1. Proposed Service Agreement Trane, Inc.

Fiscal Impact:

As noted above.

Recommendation(s):

Staff recommends approval of the Service Agreement with Trane, inc. for a three year period effective July 1, 2010 in an amount not to exceed \$3,500 per year.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



Trane Scheduled Service Agreement

CUSTOMER NAME:
EAST BETHEL ICE ARENA
20675 Highway 65 NE
East Bethel, MN 55011
Mr. Doug Sell, 763-434-9569

LOCATION NAME:
East Bethel Ice Arena
20675 Highway 65 NE
East Bethel, MN 55011

LOCAL TRANE OFFICE ADDRESS:
Trane MNDK
775 Vandalia Street
Saint Paul, MN 55114
Mr. William Amann
Account Manager
wpamann@trane.com
651-468-2721

AGREEMENT NUMBER:
JAN954852

DATE:
March 16, 2010





TRANE SCHEDULED SERVICE AGREEMENT

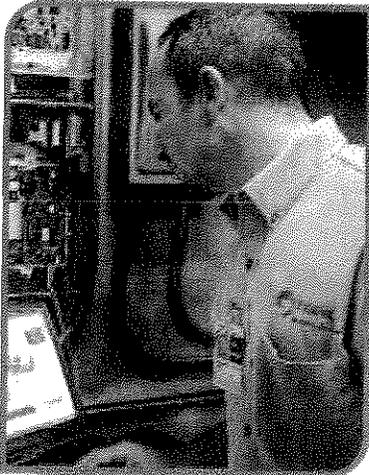
Executive Summary

Thank you for choosing Trane Building Services as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Trane Scheduled Service Agreement will provide planned maintenance for your HVAC systems. The agreement assures that factory recommended services are executed on scheduled intervals.

Beyond the benefits of a typical service plan, a Trane Scheduled Service Agreement can deliver enhanced value through an optional Performance Package. Trane is continuously collecting data from your HVAC system that can be streamed into a report to provide insight into the overall performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Trane customer you can count on:



- ☑ **Priority Response** – as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- ☑ **Advanced Diagnostics** – Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- ☑ **Trane OEM Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ **Dedicated Trane Service Team** – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.



TRANE SCHEDULED SERVICE AGREEMENT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Service Agreement is structured to help you capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%
Reduce downtime by	35-45%
Lower equipment repairs and maintenance costs by	25-30%
Reduce energy consumption by	5-20%

* Source: FEMP O&M Guide - July 2004

In addition to financial value, when you partner with Trane you can expect:

Dependability and Consistency

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response - East Bethel Ice Arena will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

Superior Service Delivery

Trane's OEM Service Delivery Process ensures consistent quality through:

- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety & Environments





Superior Service Delivery (continued)

Service Work Flow - Trane's industry exclusive service flow process includes detailed procedures that identify steps for: safety, parts, materials, tools, and sequence for execution. Trane's procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. Trane's exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

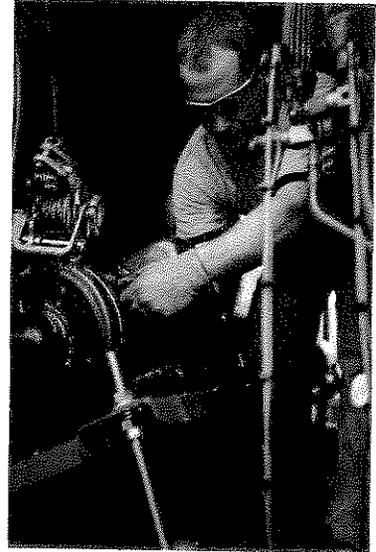
Trane's proprietary program is unequalled in the industry.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

Training for Facility Staff - Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by the agreement.



Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. Most of our technicians have participated in "Smith Safe" driver training and are Department of Transportation (DOT) Hazmat certified. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.



TRANE

Building Services

Environmental Management

Refrigerant Policy - Trane Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - Trane Building Services maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment, and can be used to satisfy reporting requirements.

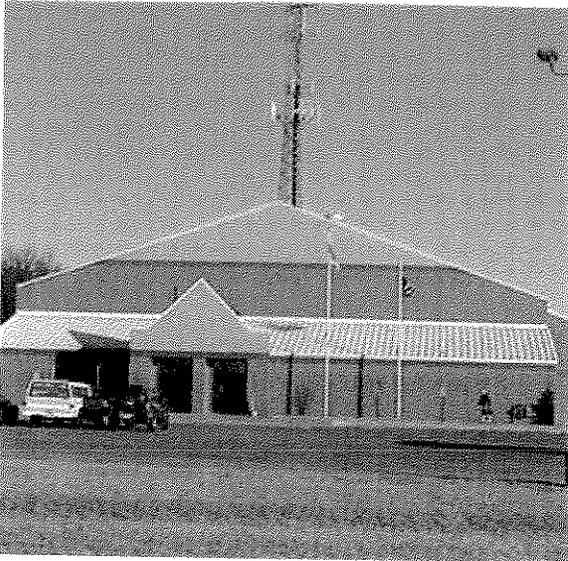
Oil Disposal - Trane Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).



WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



"The Agreement"



CUSTOMER NAME:
EAST BETHEL ICE ARENA
20675 Highway 65 NE
East Bethel, MN 55011
Mr. Doug Sell

LOCATION NAME:
EAST BETHEL ICE ARENA
20675 Highway 65 NE
East Bethel, MN 55011

LOCAL TRANE OFFICE ADDRESS:
Trane MNDK
775 Vandalia Street
Saint Paul, MN 55114
Mr. William Amann
Account Manager
wpamann@trane.com
651-468-2721

AGREEMENT NUMBER:
JAN954852

DATE:
February 4, 2010





TRANE

Building Services

TRANE SCHEDULED SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Scheduled Service Agreement:

Trane Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, oil, cleaning solvents, and wiping cloths.

Refrigerant Management

This scope includes:

- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.



Additional Scope of Services:



TRANE

Building Services

TRANE SCHEDULED SERVICE AGREEMENT

Equipment Coverage and Services



The following "Covered Equipment" will be serviced:

Equipment	Qty	Manufacturer	Model Number	Serial Number
RTUA125	1	Trane	RTUA1254XH01	U08C08436

Description

RTUA Seasonal Start Up
RTUA Operational Inspection
RTUA Annual Winter Maintenance Services

Equipment	Qty	Manufacturer	Model Number	Serial Number
RTCA1254	1		RTCA12540H00	U08M02678

Description

RTCA Annual Coil Cleaning



TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Mr. Doug Sell
East Bethel Ice Arena
20675 Highway 65 NE
East Bethel, MN 55011

Location:
East Bethel Ice Arena
20675 Highway 65 NE
East Bethel, MN 55011

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement").

Trane agrees to inspect and maintain the Covered Equipment hereof according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections hereof. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section hereof with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1 (2010)	\$3,500.00	\$875.00	Quarterly
Year 1 (2011)	\$3,500.00	\$875.00	Quarterly
Year 1 (2012)	\$3,500.00	\$875.00	Quarterly

Term

The initial term of this Service Agreement shall be 3 years, effective 4/1/2010, provided that Trane will have no obligation to Customer prior to execution of this Service Agreement in the space provided below by an authorized representative of Trane.

In the event sufficient revenues are not realized for arena operations as determined by the City Council, and the City Council fails to appropriate funds for the Service Agreement as outlined herein as part of the annual or supplemental appropriation process, the City shall be released from the Service Agreement without recourse by the Vendor.

The Vendor shall be provided written notice at the address herein of the non-appropriation as soon as practical but in any event not later than 30 days after the City Council takes such action.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions.

SUBMITTED BY: William P. Amann

Proposal Date: March 16, 2010

Account Manager February 4, 2010
CUSTOMER ACCEPTANCE

License Number:

TRANE ACCEPTANCE
Trane U.S. Inc.

Authorized Representative

Authorized Representative

Printed Name
Title

Title

Purchase Order

Acceptance Date

Signature Date



TRANE

Building Services

TRANE SCHEDULED SERVICE AGREEMENT

Terms and Conditions

"Company" shall mean Trane U.S. Inc..

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer's order is an acceptance of the Proposal, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with these terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with scope and terms and conditions of the original Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of goods and/or Services by Company will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

2. Service Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal. Except as otherwise provided in the Proposal, the Service Fee is based on performance during regular business hours. Fees for Services performed outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

3. Term, Renewal, and Cancellation. The "Term" of this Agreement shall be as stated in the Proposal. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to the Renewal Pricing Adjustment section herein, upon Company's delivery to Customer of a service renewal letter at least 45 days in advance of the scheduled expiration date and Customer's failure to notify Company in writing no later than 30 days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than 30 days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Company the balance of the Service Fee applicable to the then current 12 month period of the Term or the Renewal Term.

4. Renewal Pricing Adjustment. The Service Fee for an impending Renewal Term shall be the current Service Fee (defined as the Service Fee for the initial Term or Renewal Term immediately preceding the impending Renewal Term) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Fee shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States; or (ii) Statistics Canada Industrial Producer Price Index, Goods (Raw Material Price Indexes) for Services performed in Canada; (c) 65% of the Current Service Fee shall be adjusted based upon the change to cost of labor/labour; and (d) 10% of the Service Fee shall be adjusted based upon changes to Company services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Fee for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

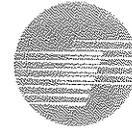
5. Payment. Payment is due upon receipt of Company's invoice. The Service Fee shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue Services whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

6. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Services. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fee accordingly. During the Term or a Renewal Term, Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company reserves the right to remove such devices at its discretion.

8. Customer Obligations. Customer shall:

- (a) Provide Company reasonable and safe access to the Covered Equipment;
- (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; Company shall not be responsible to perform any subsequent



TRANE

Building Services

repairs to the Covered Equipment necessitated by Customer's failure to follow such manufacturer recommendations;

(c) Reimburse Company for services, repairs, and/or replacements performed by Company as set forth in this Agreement, beyond the Services or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials and may at Company's option be subject to a separate written agreement prior to its undertaking such work; and

(d) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or this Agreement, the Services do not include, and Company shall not be liable for, any of the following:

(a) Any guarantee of room conditions or system performance;

(b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems;

(c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Covered Equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure;

(d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement;

(e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments;

(f) Failure or inadequacy of any structure or foundation supporting or surrounding the Covered Equipment or any portion thereof;

(g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment;

(h) The normal function of starting and stopping the Covered Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Covered Equipment against damage;

(i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement;

(j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers;

(k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;

(l) Failure of Customer to follow manufacturer recommendations concerning overhaul and refurbishing of the Covered Equipment;

(m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi;

(n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services. Customer shall be responsible for the cost of any additional replacement refrigerant;

(o) Operation of any equipment; and

(p) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Warranty. Company warrants that: (a) for a period of 12 months from the earlier of the date of equipment start-up or replacement the material manufactured by Company and furnished hereunder is free from defects in material and manufacture; and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Warranty"). Defects must be reported to Company within the Warranty period. Company's obligation under the Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

11. Indemnity. Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the Services for one location over a 12 month term. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Premises that will in any way affect Company's Services and Customer has disclosed to Company the existence



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Building Services

and location of any Hazardous Materials in all areas within which Company will be performing the Services. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

14. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so subject to Company's manuscript additional insured endorsement. In no event does Company waive right of subrogation.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Services Other Than Solely Scheduled Service. If Company's services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fee shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any

agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. Except as provided for Service Fee adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original

18. Equal Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

1-26.130-7 (0909)
Supersedes 1-26.130-7 (0709)

End of the Agreement



TRANE[®]

Building Services

Appendix

CONTENTS:

Safety

Customer Service Flows

Safety



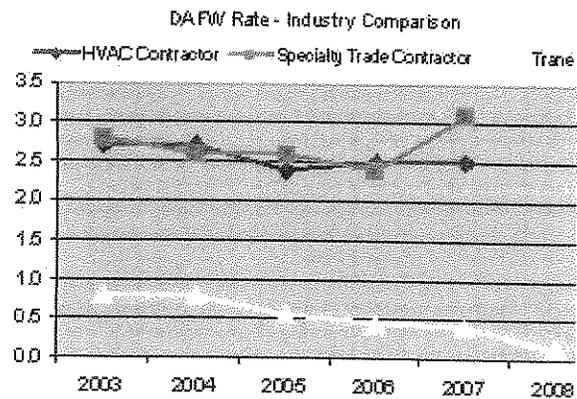
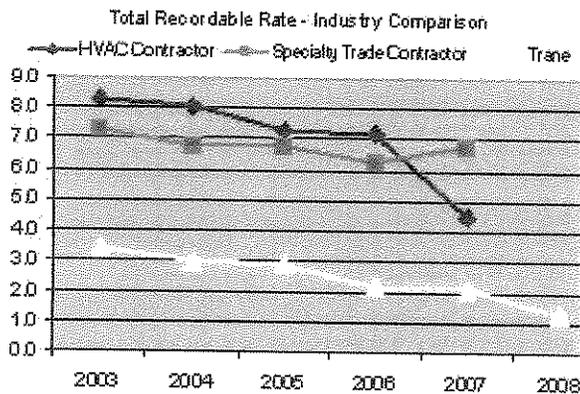
Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors



Comparison Industries – Data from US Bureau of Labor Statistics - NAICS Codes:
 ◆ HVAC Repair & Maintenance Contractors (General Industry) – 811310
 ■ HVAC Specialty Trade Contractors (Construction) - 238220

Industry comparison data from US Bureau of Labor Statistics



Trane Injury Rates v. Industry Competitors (continued)

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
-Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.





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Management Leadership and Commitment (continued)

- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

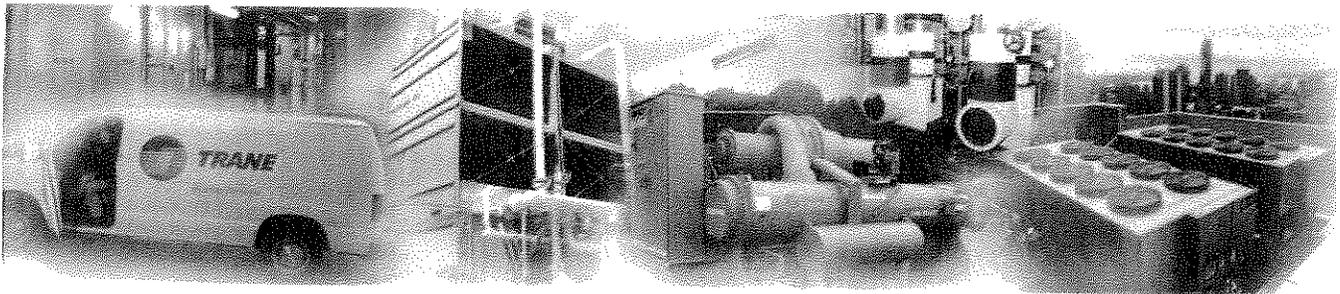
When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



Customer Service Flows



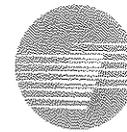
TRANE WATER COOLED SERIES R CHILLER

START-UP / CHECKOUT PROCEDURE ROT-420

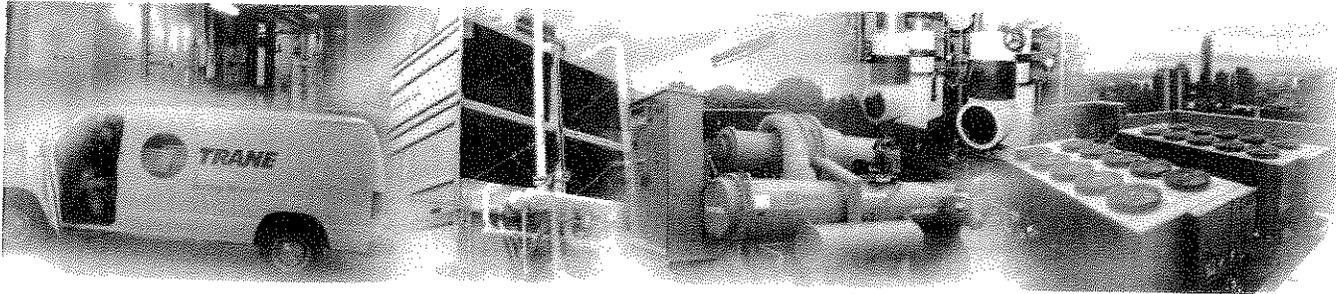
- Verify the operation of the oil sump heaters.
- Verify a full chilled water system.
- Start the chilled water pump.
- Test the operation of all flow-proving devices on the chilled water circuit.
- Start the chiller.
- Verify the unit starter panel operation, amperage, and voltage.
- Verify the operation of all timing devices.
- Check the setpoint and sensitivity of the chilled water temperature control. Verify the operation.
- Verify the operation of the current control device.
- Check the refrigerant level and correct charge.
- Verify the operation of the capacity control slide valves.
- Verify the operation of the "load" and "unload" solenoid valves.
- Verify the lead-lag compressor operation.
- Verify the operation of the electronic expansion valves.
- Check pressure drop across the oil filter.
- Verify clear refrigerant sight glasses.
- Verify the operation of the oil cooler circuit.
- Check oil level.
- Test the high condenser pressure safety device and record setting.
- Test the low refrigerant temperature safety device and record setting.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies noted.

MID-SEASON RUNNING INSPECTION ROT-430

- Check the general operation of the unit.
- Log the operating temperatures, pressures, voltages, and amperages.
- Check the operation of the control circuit.
- Check the operation of the lubrication system.
- Check the operation of the motor and starter.
- Analyze the recorded data. Compare the data to the original design conditions.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.



Customer Service Flows



TRANE WATER COOLED SERIES R CHILLER

COMPREHENSIVE ANNUAL INSPECTION ROT-410

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.
- Inspect for leaks and report leak check result.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Check the condenser fans for clearances and free operation.
- Check tightness of condenser fan motor mounting brackets.
- Check the set screws on the fan shafts.
- Visually inspect the condenser coil for cleanliness.
- Grease bearings as required.
- Inspect the control panel for cleanliness.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- Test oil pressure safety device (as required). Calibrate and record setting.
- Test the operation of the chilled water pump starter auxiliary contacts.
- Test oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.
- Verify the operation of the oil heaters.
- Verify the operation of the oil cooler circuit.
- Clean the starter cabinet and starter components.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting.
- Check contactors for free and smooth operation.
- Check all mechanical linkages for wear, security and clearances.
- Verify tightness of the motor terminal connections.
- Meg the motor and record readings.
- Verify the operation of the electrical interlocks.
- Measure voltage and record. Voltage should be nominal voltage $\pm 10\%$.

TRANE AIR COOLED CONDENSER

ANNUAL AIR COOLED CONDENSER COIL CLEANING CDS-220

- Clean air-cooled condenser.