City of East Bethel
City Council Agenda
City Council Regular Meeting
Date: May 8, 2023 at 7:00 p.m.

This City Council meeting may be monitored live via the following means:
Cable Channel 10, MidcoTV Channel 77, or the City of East Bethel YouTube channel
(*www.youtube.com/channel/UC8_7ShcME-XG14pN5JrmBGg/live)*

7:00 PM

1.0 Call to Order

2.0 Pledge of Allegiance

3.0 Adopt Agenda

4.0 Presentations and Public Hearings

A. Res. 2023-34, Conduit Bonding for Nexus Diversified Community Services (p. 3-14)
B. A-Blast Conditional Use Permit- 21473 Johnson St (p. 15-28)
C. A-Blast Site Plan Review – 21473 Johnson St (p. 29-39)

5.0 Public Forum

6.0 Consent Agenda (p. 40)

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

A. Approve Bill List (p. 41-43)
B. Minutes: April 24, 2023 City Council Work Meeting (p. 44-57)
C. Approve Abdo Proposal for Audit Services 2023-2025 (p. 58-61)
D. Approval of Planning Commission Member Appointment
E. Approval of Tobacco License and Cannabinoid Edibles Vendor License Applications – 18429 Hwy 65

7.0 New Business - Commission, Association and Task Force Reports

A. Planning Commission
   1. Variance Request – 19141 East Front Blvd (p. 62-91)
   2. Ordinance Amendment: Sec. 74-95 and Appendix A, Zoning Sec. 14 (p. 92-97)
B. Economic Development Authority
C. Park Commission

8.0 Department Reports

A. Community Development
B. Engineer
C. City Attorney

D. Finance

E. Public Work

1. 2024 Parks Capital Improvement Plan (p. 98-101)
2. 2024 Roads Capital Improvement Plan (p. 102-105)

F. Fire Department

G. City Administrator

1. Opioid Settlement (p. 106-139)

9.0 Other

A. Staff Report

B. Council Reports

C. Other

10.0 Adjourn

City of East Bethel
City Council Meeting
Agenda Item Information

Date: May 8, 2023

Agenda Item Number: 4.0 A

Agenda Item: Conduit Bonding for Nexus Diversified Community Services, Resolution 2023-34

Background Material:
At the May 1, 2023 Work Meeting, City Council received a presentation from the city's bond counsel, Dorsey-Whitney, and financial advisor, Ehlers, regarding a request for the City's participation in conduit bond financing for the proposed purchase of the Cambia Hills facility by Nexus Family Healing.

The presentation by Dorsey – Whitney and Ehlers reviewed the process and procedures for the issuance of conduit bonds. Both explained the legal considerations and assured that the City would have no liability exposure if we should decide to be the host city for the issuance.

ISD 15 School Superintendent, Karsten Anderson, spoke in support of the need for the service to be provided by Nexus, but had concerns regarding charges for rent, state re-imbursement of the of ISD 15's cost for out of district students and staffing for district provided services. City council members questioned if there would be additional costs borne by the school district to support these services and urged Nexus to work with ISD 15 to remedy these matters.

Nexus and ISD 15 are scheduling meetings for the week beginning May 8th to discuss these items.

After discussion of the proposed participation of the city in this matter, City Council directed staff to schedule the consideration of Resolution 2023 – XX , Resolution Relating to a Financing Under MN Statutes, Section 469.152 Through 469.165, As Amended, On Behalf of Nexus Diversified Community Services; Calling for a Public Hearing, on the agenda for the May 8, 2023 Council Meeting. This resolution authorizes the preparation and publication of a public hearing notice; schedules a public hearing on June 12, 2023; and engages Dorsey – Whitney as our bond Counsel. The resolution <u>does not</u> authorize the financing or bond issuance for the project. The vote for final approval will come after the public hearing June 12. Issues with ISD 15 and Nexus can be remedied during the interval between the two meetings.

Attachment(s):
Attachment 1 – Resolution 2023-34, Resolution Relating to a Financing Under MN Statutes, Section 469.152 through 469.165, As Amended, On Behalf of Nexus Diversified Community Services; Calling for a Public Hearing
Attachment 2 – Proposed Issuance of Conduit Revenue Bonds for Nexus Diversified Community Services
Attachment 3 – ISD 15 Letter of Response, Cambia Hills Re-opening

Fiscal Impact:
The fee a city can charge to a borrower for conduit bond assistance and expenses is negotiable.

Recommendation(s):
Staff recommends that City Council consider approval of Resolution 2023-34 , Resolution Relating to a Financing Under MN Statutes, Section 469.152 Through 469.165, As Amended, On Behalf of Nexus Diversified Community Services; Calling for a Public Hearing as exhibited in Attachment 1.

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA

RESOLUTION NO. 2023-34

RESOLUTION RELATING TO A FINANCING UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.165, AS AMENDED, ON BEHALF OF NEXUS DIVERSIFIED COMMUNITY SERVICES; CALLING FOR A PUBLIC HEARING THEREON

WHEREAS, the City of East Bethel, Minnesota (the "City") is authorized by Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), to issue its revenue obligations to finance projects consisting of properties, real or personal, used or useful in connection with a revenue-producing enterprise, whether or not operated for profit, engaged in providing health care services, including hospitals, nursing homes and related medical facilities; and,

WHEREAS, Nexus Diversified Community Services (the "Corporation"), a Minnesota nonprofit corporation and an organization recognized under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), now proposes that the City issue a revenue note under the Act, in one or more taxable or tax-exempt series, in an amount not to exceed $10,000,000, to finance a portion of the costs of acquiring real estate and certain personal property located in the City for use as a residential psychiatric treatment facility (the "Project"); and,

WHEREAS, the Corporation may also request a second political subdivision (the "Second Issuer") issue a second revenue note, in one or more taxable or tax-exempt series, in an amount not to exceed $10,000,000, to finance a portion of the costs of the Project. Section 147(f) of the Code and regulations promulgated thereunder require that prior to any issuance of a revenue note for the Project by the Second Issuer, this Council must approve such issuance after conducting a public hearing thereon. Minnesota Statutes, Section 471.656, further requires that prior to any issuance of a revenue note for the Project by the Second Issuer, this Council must consent to such issuance.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA, that this Council shall conduct a public hearing on (i) the proposal that the City issue its revenue note under the Act, in one or more taxable or tax-exempt series, to finance a portion of the Project; and (ii) the proposal that the Second Issuer issue its revenue note under the Act, in one or more taxable or tax-exempt series, to finance a portion of the Project. Such public hearing shall be held on June 12, 2023, or such later date as agreed to by the City Administrator and the Corporation, in consultation with bond counsel to the City, Dorsey & Whitney LLP. The City Administrator is hereby authorized and directed to publish, or to cause to be published, notice of such public hearing in the official newspaper of the City, at least fourteen days prior to the public hearing, such notice to be in the form required by Section 147(f) of the Code and acceptable to bond counsel to the City, Dorsey & Whitney LLP; and,

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized to engage Dorsey & Whitney LLP as bond counsel to the City and to accept an engagement letter memorializing the terms of their engagement; provided such engagement require that the

Corporation be responsible for payment of all legal fees and expenses of bond counsel incurred by the City or others connection with the financings described herein; and,

BE IT FURTHER RESOLVED that all actions heretofore taken by City officials and staff in connection with the financings described herein are hereby approved; and,

BE IT FURTHER RESOLVED that approval of this resolution, publication of a public notice and holding of a public hearing on the matters described in this resolution will not bind or obligate the City or this Council to issue its revenue note on behalf of the Corporation. Final approval of the financings described herein will be considered on June 12, 2023, or such later date as agreed to by the City Administrator and the Corporation, only after a public hearing on the matter.

Adopted this 8th day of May, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

_____
Tim Harrington, Mayor

ATTEST:

_____
Jack Davis, City Administrator

DORSEY
DORSEY & WHITNEY LLP

MEMORANDUM

TO: Mayor and City Council

CC: Jack Davis and Mike Jeziorski

FROM: Rhonda Skoby
Nate Canova

DATE: April 24, 2023

RE: Proposed issuance of conduit revenue bonds for Nexus Diversified Community Services (the "Borrower")

The City of East Bethel (the "City") has received a request from the Borrower, that the City issue tax-exempt bonds in the maximum amount of $10,000,000 (the "Bonds"), and loan the proceeds thereof to the Borrower to finance a portion of the acquisition and equipping of a residential psychiatric treatment facility located in the City (the "Project"). The Borrower has requested the City of Ham Lake finance the other portion of the Project (approximately $7,000,000). After completion of the acquisition, the Borrower will lease the Project to its affiliate, Nexus Family Healing.

Cities in the State of Minnesota are authorized pursuant to Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), to issue tax-exempt bonds in their name on behalf of certain revenue-producing enterprises. Because the interest on tax-exempt bonds issued by cities are exempt from gross income for federal income purposes, purchasers will purchase the bonds and offer cities reduced interest rates, which rates can be passed along to qualifying borrowers. In this case, the Borrower will be able to finance a portion of the Project at a lower interest rate than a conventional financing would allow by having the City issue the Bonds and loan the proceeds thereof to the Borrower. This will have a beneficial impact on the Borrower's cash flow and enhance the Borrower's ability to provide services and create economic development in and around the City. Since Bremer Bank has agreed to be the purchaser of the Bonds (i.e., the lender for the Borrower), issuing no more than $10,000,000 of Bonds also allows for a better "bank qualified" interest rate which further helps the Borrower. The City of Ham Lake is expected to issue less than $10,000,000 of "bank qualified" bonds as well.

Authority of Municipalities to Issue Revenue Debt

The City is authorized pursuant the Act to issue the Bonds to defray the cost of any "project" as defined at Section 469.153, subdivision 2 of the Act. These types of financings are commonly referred to as "conduit" transactions because the City acts as a conduit between the purchasers of the Bonds and the Borrower. The bonds are issued by the City and sold to the bond purchasers (in this case, Bremer Bank). The proceeds of the sale of the Bonds are then loaned to the Borrower pursuant to a Loan Agreement in which the Borrower agrees to make payments pursuant to the Loan Agreement corresponding to the payments on the Bonds.

Revenue Bonds Are Not Constitutional Debt of the Issuing Municipality

The City is not liable for repaying the Bonds and the Bonds are payable only from the amounts paid by the Borrower under the Loan Agreement. In fact, Bonds issued pursuant to the Act are statutorily prohibited from being debt of the City within any state constitutional provision. The Act provides statutory protection to the City in Section 469.162, which reads:

> Subdivision 1. **Restrictions on payment.** Revenue bonds issued under sections 469.152 to 469.165 shall not be payable from nor charged upon any funds other than the revenue pledged to their payment, except as provided in this section, **nor shall the municipality or redevelopment agency issuing the same be subject to any liability on them**. No holder of the bonds shall ever have the right to compel any exercise of the taxing power of the municipality or redevelopment agency to pay the bonds or the interest thereon, except as provided in subdivision 2[1], nor to enforce payment of them against any property of the municipality or redevelopment agency except those projects, or portions thereof, mortgaged or otherwise encumbered under the provisions and for the purpose of sections 469.152 to 469.165.

The documents providing for the loan from the City to the Borrower, the Bond itself, and the authorizing proceedings for the Bonds will clearly state the non-liability of the City in order to put bond purchasers on notice that the Bonds will not constitute debt of the City. In particular, Section 469.162 of the Act requires that the Bonds "recite in substance that the bond, including interest thereon, is payable solely from the revenue pledged to its payment."

No City funds or tax dollars are being provided to or on behalf of the Borrower. The Borrower is responsible for reimbursing the City for any direct costs incurred related to the issuance of the Bonds, including costs for publication of notice or other expenses. Our fees as Bond Counsel to the City will be paid directly by the Borrower. The City will not bear any expense in connection with its role in the financing.

Bank-Qualification

The Bonds are proposed to be issued as "bank-qualified bonds." Bank-qualified bonds are a subset of tax-exempt bonds that were created to encourage banks to invest in tax-exempt bonds from smaller, less-frequent municipal bond issuers.

Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code") permits partial deductibility of a financial institution's interest expense allocable to acquiring tax-exempt bonds if, among other things, the tax-exempt bond is issued by an issuer that does not reasonably anticipate issuing in excess of $10,000,000 in tax-exempt bonds during the calendar year of the bond issue (i.e., a qualified small issuer). Bonds issued in accordance with Section 265(b)(3) are, therefore, referred to as "bank-qualified bonds" or, more technically, as "qualified tax-exempt obligations."

[1] Subdivision 2 has been repealed.

With bank-qualified bonds, issuers obtain lower rates by selling bonds to investors that realize the tax-exempt benefit. As a result, bank-qualified bonds typically carry a lower rate than non-bank-qualified tax-exempt bonds.

If issued, the proposed Bonds would count against the City's $10,000,000 limit for purposes of bank qualification, leaving no room for the City to issue other tax-exempt bondsd for its own governmental purposes during calendar year 2023. It is our understanding that the City does not presently intend to issue any of its own bonds during 2023.

City Revenues

The City may charge the Borrower an issuance fee for its services in connection with Bond financing.

Fees and Expenses

If the City issues the proposed Bonds, the Borrower will be required to pay all direct and indirect expenses of the City and indemnify and hold the City harmless against any liability related to the issuance of the Bonds. As the City's bond counsel, Dorsey would prepare the bond documents and represent the City's interests in the financing, but our fees (as well as the fees of all other parties involved with the financing) would be paid by the Borrower.

Procedures for Issuing Revenue Bonds

A public hearing is required in order to issue conduit bonds of this type. Accordingly, we would ask the City Council to hold two meetings on this matter.

At the first meeting (potentially May 8), the City Council would consider a resolution calling for a public hearing on the Bonds and preliminarily authorizing their issuance. At a subsequent council meeting (potentially June 12, the City Council would hold the public hearing and then consider a resolution authorizing the City to issue the Bonds, and authorizing the Mayor and City Administrator to execute the Bonds, the related documents and closing certificates. Between the May and June meetings, Dorsey would publish a notice of public hearing in the City's official newspaper. The public notice must be published more than 14 days before the hearing.

In addition to public hearing and meeting requirements, the State of Minnesota Department of Economic Development must approve the Project and the Bonds. Our firm will work with the City and the Borrower to complete an application for State approval.

Our Role as Bond Counsel

Our office will prepare each of the documents and proceedings necessary to close the transaction in order to ensure compliance with the necessary state and federal legal requirements. On the day of closing and issuance of the Bonds we intend to issue our opinion stating, among other things, that all steps required to be taken by the City to issue the Bonds have been completed, that interest on the Bonds is exempt from taxation under the Code, and that the Bonds are not general obligations or indebtedness of the City within the meaning of any constitutional or

statutory limitation, and do not constitute or give rise to a pecuniary liability of the City or a charge against the general credit or taxing powers of the City.

We look forward to discussing the proposed Bond issue with you at the May 1 City Council Work Session. Please feel free to call (612-492-6932 or 612-492-6916) or email (skoby.rhonda@dorsey.com or canova.nathan@dorsey.com) if there is further information that would be helpful in advance of the meeting.

Representatives from the Borrower team will also be attending the May 1 City Council Work Session to answer any questions you may have about the Project.

St. Francis Area Schools

District Office
4115 Ambassador Boulevard NW | St. Francis MN 55070
763-753-7040 | www.isd15.org

April 26, 2023

Jack Davis
East Bethel City Council Members
2241 221st Ave. NE
East Bethel, MN 55011

Dear Jack Davis and East Bethel City Council Members:

The purpose of this letter is to outline concerns with the district's role in the possible reopening of the Cambia Hills site for use as a psychiatric residential treatment facility (PRTF). Concerns are primarily related to timing of decision-making, structure, finances, possible impact on local taxpayers, and personnel.

Timing of Decision-Making

District officials first met with representatives of Nexus, who will operate the program, on April 4th. Since that initial meeting, additional meetings and conversations have occurred with the Minnesota Department of Education (MDE) and others to discuss potential responsibilities for the district if Cambia reopens. The session with MDE was particularly helpful but ended with more questions than answers. More information and time are needed to fully evaluate the impact on the district. Further, changes in state funding, including partial reimbursements for special education expenses, may occur during the current legislative session.

Other time-sensitive decisions include obtaining state approval of the educational services model, posting and hiring of personnel, and determining if another entity will provide educational services. These decisions take considerable time and analysis.

Structure

Provider

Unless other arrangements are made, the district is responsible for providing educational services at Cambia Hills after the state approves an educational services model.

Intermediate School District 916 provided educational services when Cambia Hills first opened. At the time, SFAS was a member of 916. In 2021, however, the district withdrew from 916 largely because membership negatively impacted local taxpayers. 916's director indicated it would not provide services now because the district is currently not a member.

Other entities could provide the service, but considerable time and analysis will be required before decisions are made by the district and cooperative.

Location of Services and Yearly Rent

The provider determines if educational services are provided on-site or off-site; if provided off-site, the district provides transportation from the Cambia Hills site to the educational facility. The current plan is for the district to provide services on-site due to space challenges throughout the district and challenges providing transportation. If provided on-site, the district would pay rent to use the space. On April 12th, however, Nexus indicated it is too early in the process to suggest a cost because of the anticipated time it will take for Nexus to own the building.

Finances and Potential Impact on Local Taxpayers

More time is needed to analyze the financial impact on the school district. Further, changes in state funding, including partial reimbursements for special education expenses, may occur during the current legislative session.

In the short-term, providing educational services may negatively impact the financial situation of the district. Currently, the district qualifies for special education yearly revenue based on a hold harmless calculation, which is a function of student's served, not on actual expenses incurred. Additional expenses may not generate additional special education revenue until the hold harmless amount is reached.

Over a longer term, program costs would largely be reimbursed by other districts or the state after the district reaches the hold harmless threshold. However, reimbursements would lag behind payments.

In addition to personnel expenses, the district or other entity would pay for other costs:

- Yearly rent or lease, which has not yet been determined. This amount may be included in the district's lease levy, so local taxpayers could be impacted.
- Curriculum
- Furniture such as tables and student desks
- Technology such as student computers
- Other costs that may be included in yearly rent or lease
- If the district contracts with 916 or other similar entity, the district may need to increase the tax levy on local residents to pay for the lease costs for all properties owned or leased by the organization, not just the Cambia Hills site.

Personnel

The State would need to approve the educational services model, so the educational services model and resulting staffing needs are not yet known.

- The district or other entity would hire core teachers, special education teachers, and other education assistants. Nexus indicated the previous arrangement with 916 featured a classroom size of 6 students. There may also be specific needs outlined in student IEPs.
- Nexus would hire Youth Care Professionals who provide therapeutic care for youth at the facility and behavioral support to classrooms during the school day under the direction of teaching staff.

Nexus plans to gradually add students, so staff members hired by the district or other entity would be gradually added. Initially, there will likely be 1-3 students when the facility opens with plans to increase residents to 10 within 4 months. Ideally, 2-3 teachers would be hired (plus any required education assistants) during the first year.

In addition to financial consequences of staffing, the district is concerned about finding enough educators for the Cambia Hills site. As with other districts, SFAS has challenges filling its current positions. It will be extremely challenging to hire educators during the middle of the school year as Cambia proceeds with a gradual increase in patients. Further, Nexus and the district will compete to hire for positions that are similar in nature, especially because of Nexus' need to hire over 90 employees in a variety of areas when the program is full.

Summary

This type of psychiatric residential treatment facility is needed and East Bethel has a site that was built to provide this important service. The district needs time to analyze its responsibilities and address its concerns about decision-making, structure, finances, possible impact on local taxpayers, and personnel.

Please contact me if you have any questions.

Sincerely,

Karsten Anderson
Superintendent

City of East Bethel
City Council Regular Meeting
Agenda Item Information

Date: May 8th, 2023

Agenda Item Number: 4.0 B

Agenda Item: Conditional Use Permit (CUP) Amendment – Site Expansion: A-Blast, INC., 21473 Johnson St NE

Background Information:
Classic Construction, INC., on behalf of R. Family Holding, LLC., has submitted an application for an expansion to A-Blast, INC., located at 21473 Johnson St NE. R. Family Holding, LLC. also owns Coriecity Coatings, a powder coating business, currently operating in Elk River. The proposal consists of relocating the powder coating operation to the East Bethel location and constructing an 80' X 58'8" warehouse and storage addition to the existing building. The proposed addition would house interior storage and be staging area for the products either waiting to be powder coated or waiting for pickup.

Property Zoning
The property is zoned B-3 – Highway Commercial Business, which allows uses associated with general retail shopping. A-Blast, INC. was and is permitted to operate by Conditional Use Permit 2004-0015, approved on November 17th, 2004.

Exterior storage is limited to essential business related material as a condition of the permit.

An amendment to the original CUP is required for the following reasons:

1. The business is a legal nonconforming use. This means the business is legal because a CUP was previously approved, however, current city code does not allow for this type of business in the B3 – Highway Commercial Business district; therefore it is nonconforming. City Council has the authority to determine if a legal nonconforming use can be expanded.
2. When a conditional use intends on expanding its hours of operation, number of employees, expansion of structures and/or premises, and operational modifications resulting in increased external activities and traffic, an amendment to the original CUP is required.

Next Steps
If the CUPA is approved, a site plan review is required prior to issuance of a building permit for new construction or additions to commercial buildings greater than 25 percent of their existing building footprint (Appendix A, Sec. 04, 12. – Site Plan Approval). The existing building footprint is 5000 square feet and the proposed addition of approximately 4700 square feet.

Recommendation:
At its April 25th, 2023 meeting the Planning Commission held a Public Hearing and recommends the City Council approve the CUPA with the conditions set forth in attached Resolution 2023-27.

Attachments:

1. Resolution 2023-27, Approving a CUPA for Business Expansion of a Legal Non-Conforming Use
2. Location Map
3. Aerial Map
4. Site Plan
5. Applicants Letter
6. Conditional Use Permit 2004-0015

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

CITY OF EAST BETHEL
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION NO. 2023-27

A RESOLUTION APPROVING A CONDITIONAL USE AMENDMENT TO ALLOW THE EXPANSION OF A LEGAL NON-CONFORMING USE AT 21473 JOHNSON ST NE, EAST BETHEL, PIN 08-33-23-34-0006, LEGALLY DESCRIBED AS:

LOT 1, BLOCK 3, OAKWOOD TRAILS

WHEREAS, the property owner requested approval for the expansion of the existing business; and,

WHEREAS, the property is zoned B-3 - Highway Commercial, in which Construction, Trade, and Service Businesses with outside storage permitted by Condition Use Permit (CUP); and

WHEREAS, on November 17, 2004, City Council approved a Conditional Use Permit (CUP) to allow the business to operate from its current location; and

WHEREAS, the existing CUP limits exterior storage to essential business related material; and

WHEREAS, the existing business is a legal non-conforming use; and

WHEREAS, the expansion of the legal non-conforming use requires an amendment to the CUP; and,

WHEREAS, the Planning Commission reviewed the Conditional Use Permit Amendment (CUPA) on April 25, 2023; and

WHEREAS, as a result of the review, the Planning Commission recommends approval to City Council of the CUPA to allow the expansion of the legal non-conforming use for the following reasons:

1. It meets the intent of the Comprehensive Plan
2. Allows an existing trade business to continue operation within the City of East Bethel

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby agrees with the recommendation of the Planning Commission and approves the CUPA to allow the expansion of the legal nonconforming use onto the property legally described as LOT 1, BLOCK 3, OAKWOOD TRAIL, with the following conditions:

1. Prior to construction of the new facility, a site plan review must be reviewed and approved by the Planning Commission and City Council.
2. Exterior storage shall be limited to the rear yard and cannot exceed the square footage of the Principal building.

Adopted by the City Council of the City of East Bethel this 8th day of May, 2023.

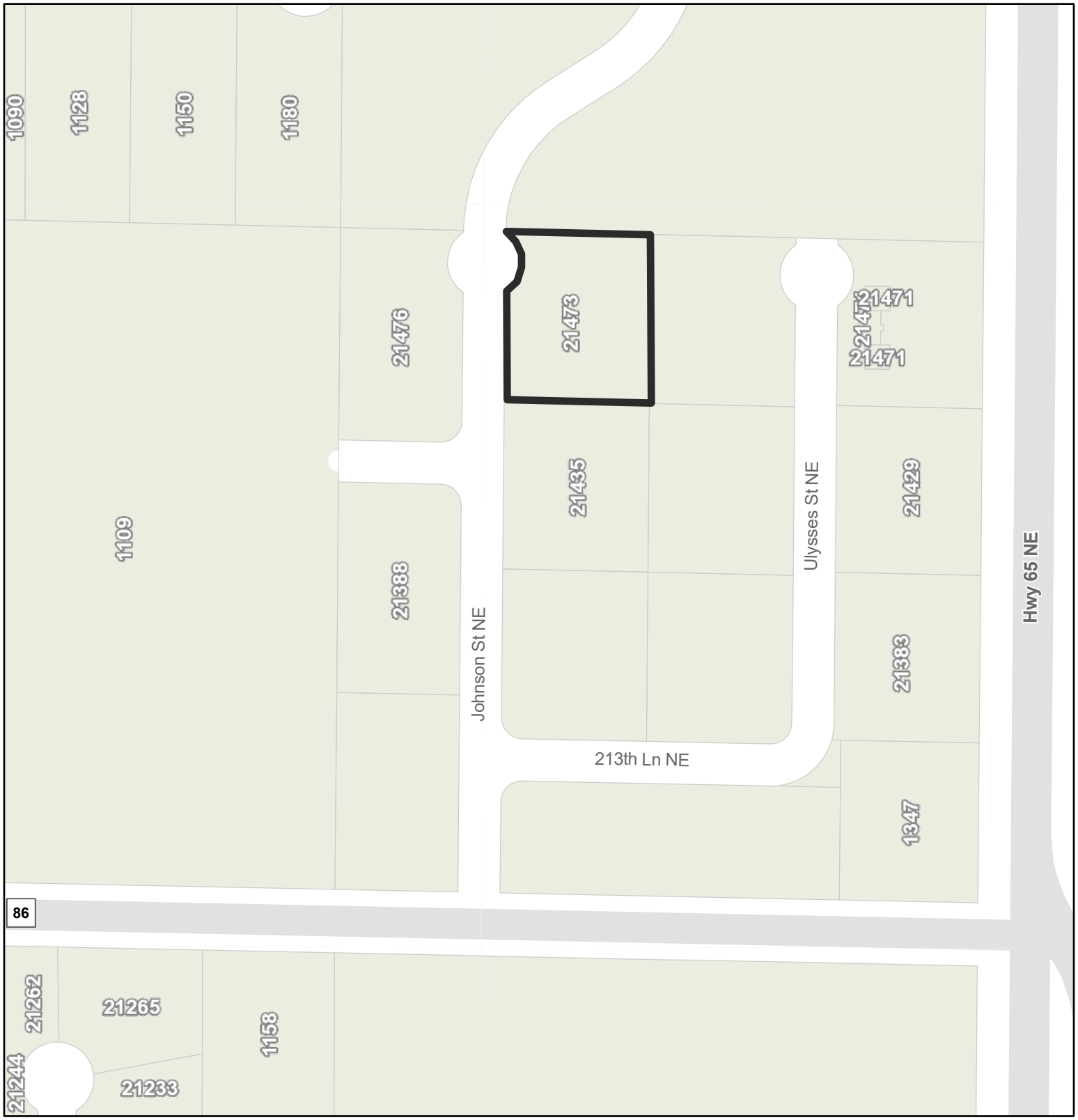
CITY OF EAST BETHEL

_____
Tim Harrington, Mayor

ATTEST

_____
Jack Davis, City Administrator

21473 JOHNSON ST NE - LOCATION MAP



1 inch equals 253 feet

Address Labels

Parcels

City Mask

N

March 6, 2023

Map Powered By DataLink

21473 JOHNSON ST NE

1 inch equals 106 feet

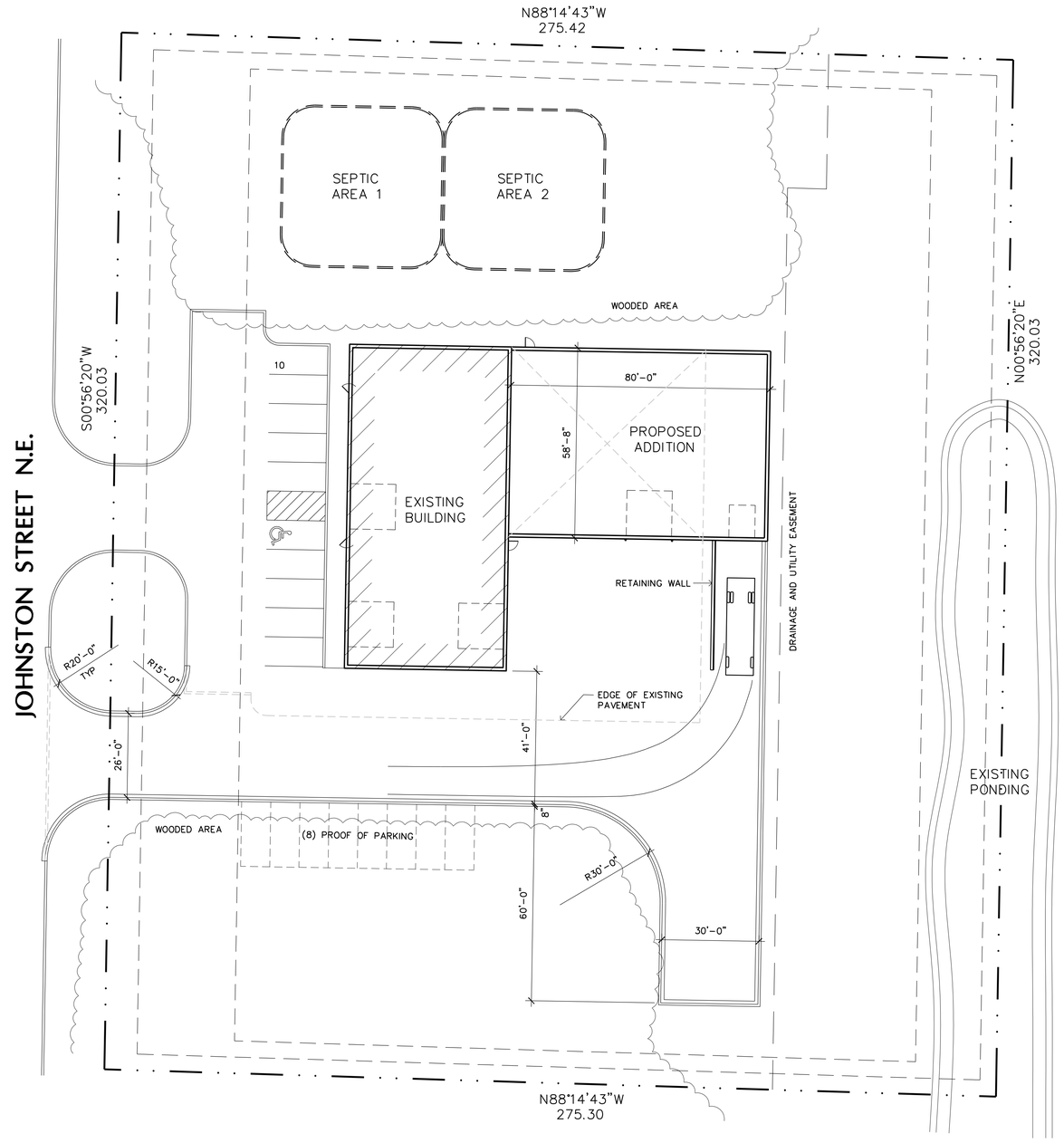
Parcels

City Mask

N

February 6, 2023

Map Powered By DataLink



SITE DATA
LOT SIZE – 88,133 S.F. = 2.02 ACRES
ZONING – B3 HIGHWAY COMMERCIAL BUSINESS
HARD SURFACE – 29,100/88,133 = 33% < 80% MAX

PARKING DATA
OFFICE
976 S.F. @ 1/200 = 5 STALLS

WAREHOUSE
9,206 S.F. @ 1/700 = 13 STALLS

TOTAL STALLS REQUIRED = 18 STALLS
TOTAL STALLS PROVIDED = 10 STALLS
PROOF STALLS = 8 STALLS

1 / A1 SITE PLAN
SCALE: 1" = 20'-0"

LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone:763.755.1211 Fax:763.757.2849
lampert@lampert-arch.com

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

PRELIMINARY NOT FOR CONSTRUCTION

SIGNATURE
LEONARD LAMPERT
PRINT NAME
13669
LICENSE NUMBER
DATE

CLASSIC CONSTRUCTION
CONCRETE & MASONRY WORK - RESIDENTIAL & COMMERCIAL
18542 ULYSSES ST. NE PHONE: (763) 434-8870
EAST BETHEL, MN 55011 FAX: (763) 434-7120

A-BLAST BY CORIEOCITY COATINGS
21473 Johnson Street, NE, East Bethel, MN

Copyright 2023
Leonard Lampert Architects Inc.

Project Designer: JAMES B
Drawn By: JRB
Checked By: LL
Revisions

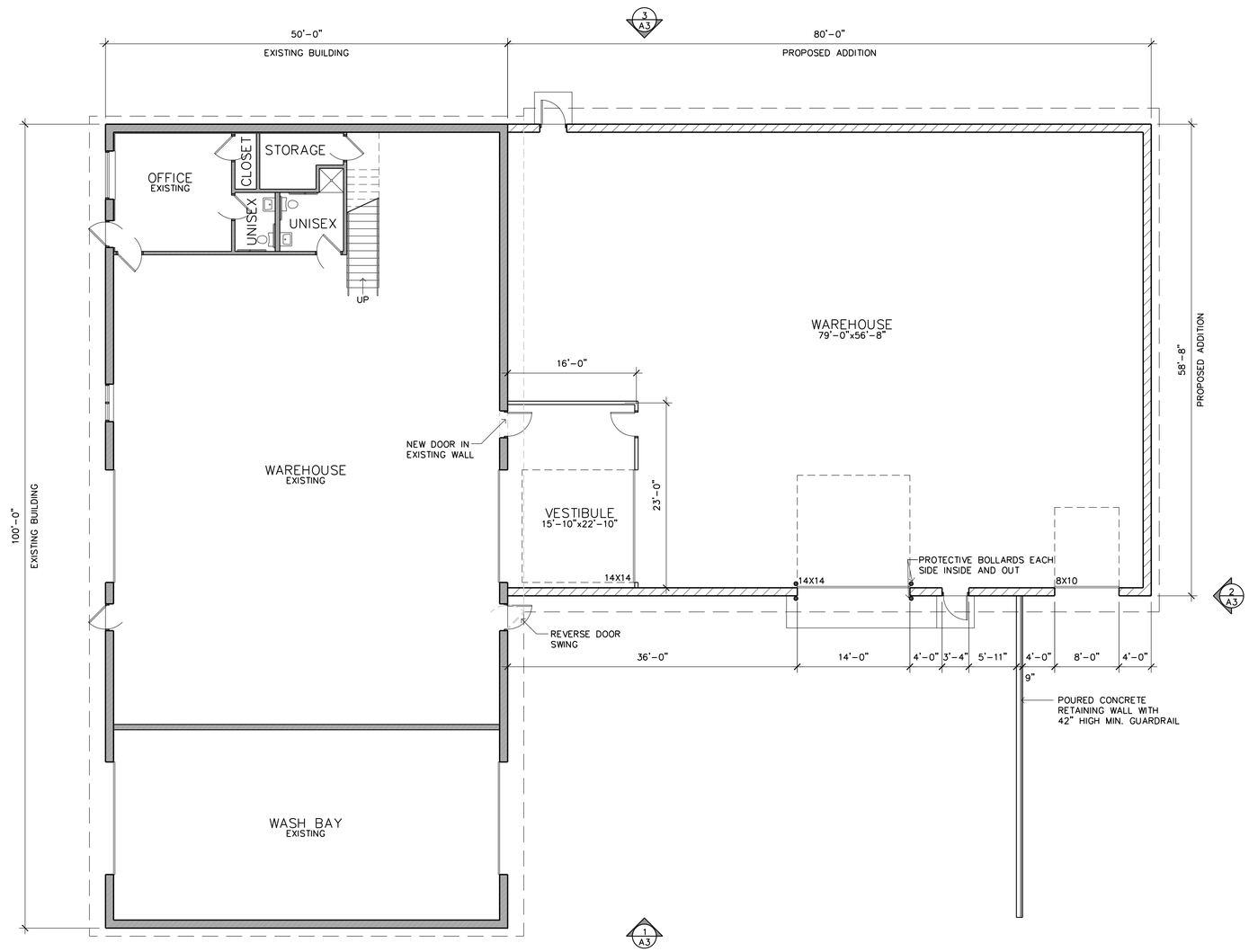
2/22/23	PRELIMINARY
3/1/23	CITY SUBMITTAL

SITE PLAN

Sheet Number
A1

Project No. 230214-3

Filename: COREIOCITY COATINGS\COREIOCITY COATINGS-A1



1 A2 FLOOR PLAN
SCALE: 1/8" = 1'-0"

NORTH

= NEW CONSTRUCTION
= EXISTING CONDITION
= TO BE DEMOLISHED

LAMPERT
ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone:763.755.1211 Fax:763.757.2849
lampert@lampert-arch.com

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

PRELIMINARY
NOT FOR
CONSTRUCTION

SIGNATURE
LEONARD LAMPERT
PRINTED NAME
13669
LICENSE
DATE

CLASSIC
CONSTRUCTION
CONCRETE & MASONRY WORK - RESIDENTIAL & COMMERCIAL
18542 ULYSSES ST. NE
EAST BETHEL, MN 55011
PHONE: (763) 434-8870
FAX: (763) 434-7120

A-BLAST BY CORIEOCITY COATINGS

21473 Johnson Street, NE, East Bethel, MN

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Leonard Lampert Architects Inc.

Project Designer: JAMES B
Drawn By: JRB
Checked By: LL
Revisions

2/22/23	PRELIMINARY
3/1/23	CITY SUBMITTAL

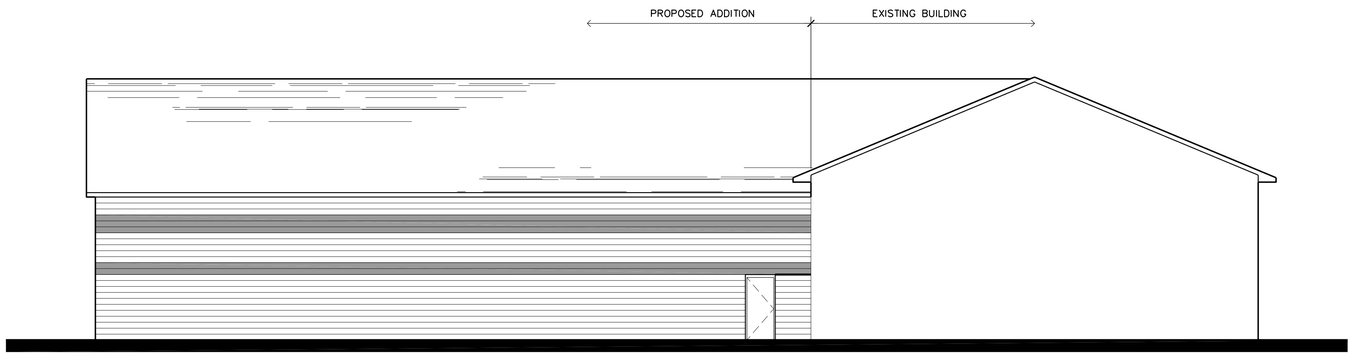
FLOOR PLAN

Sheet Number

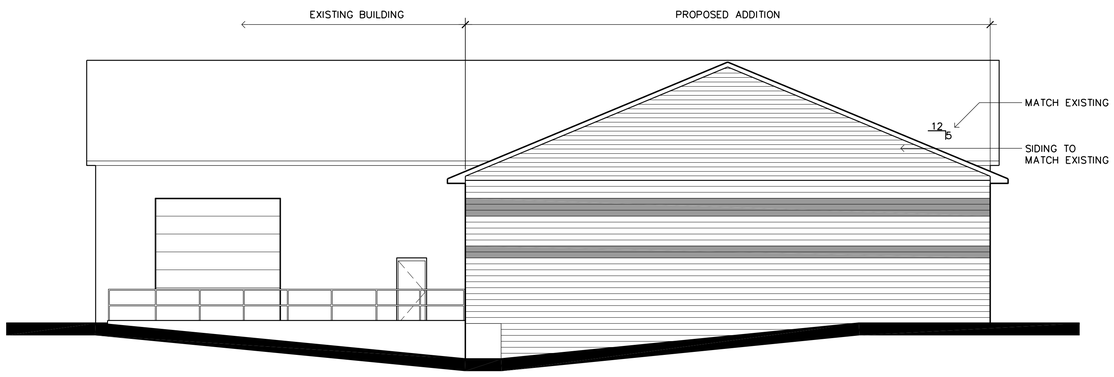
A2

Project No. 230214-3

Filename: CORIEOCITY COATINGS\CORIEOCITY COATINGS-A2



3 / A3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



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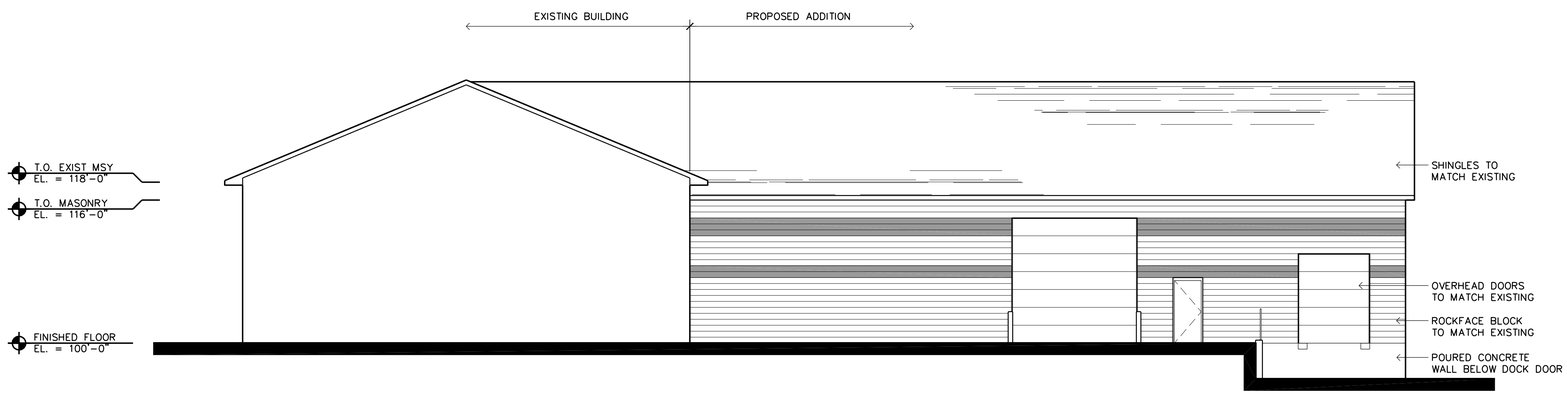
SCALE: 1/8" = 1'-0"



1 / A3 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

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

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SIGNATURE
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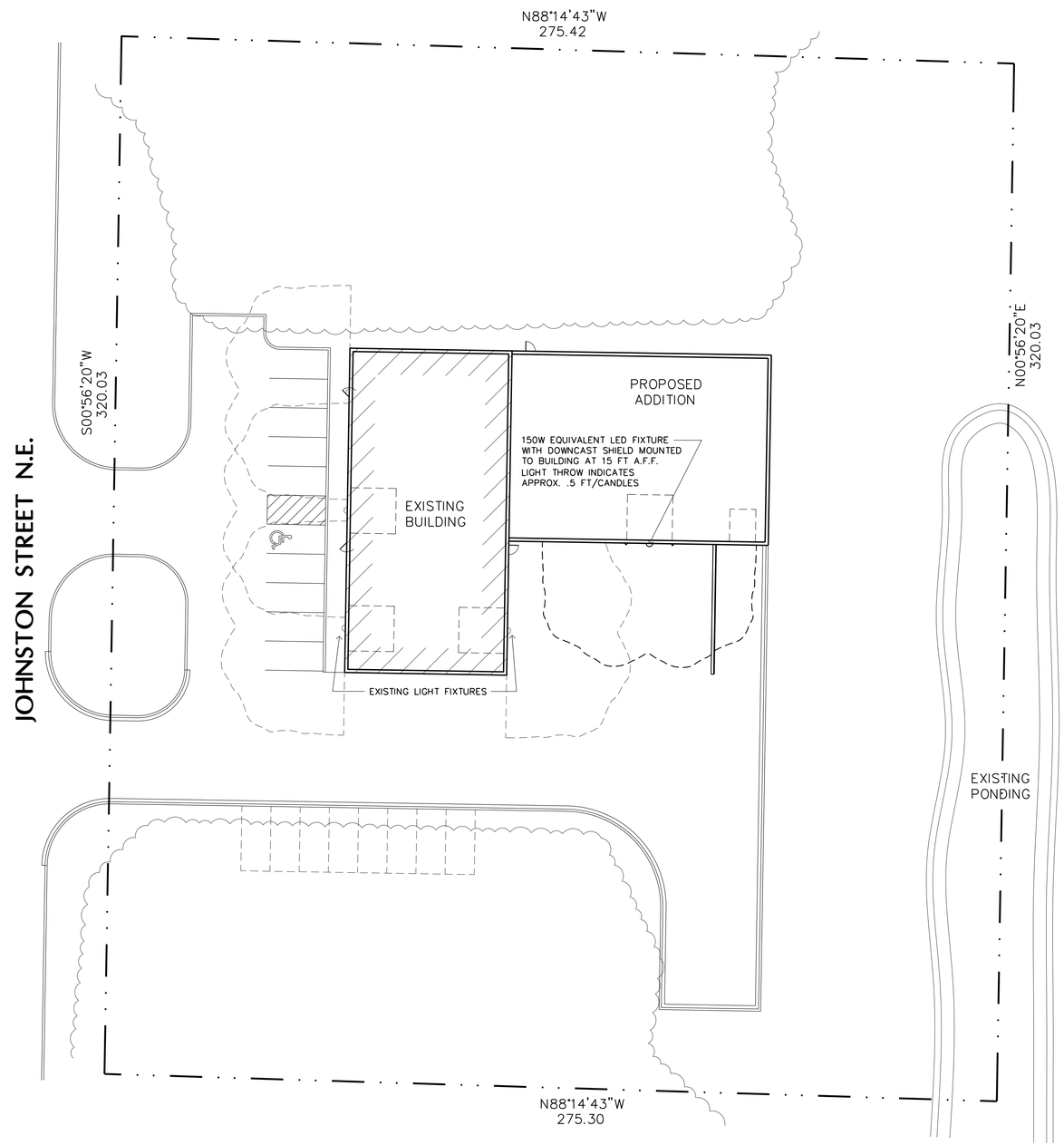
BUILDING ELEVATIONS

Sheet Number

A3

Project No. 230214-3

Filename: COREIOCITY COATINGS\COREIOCITY COATINGS-A3



1 / L1 SCHEMATIC SITE LIGHTING PLAN
SCALE: 1" = 20'-0"

NORTH

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SCHEMATIC SITE LIGHTING PLAN

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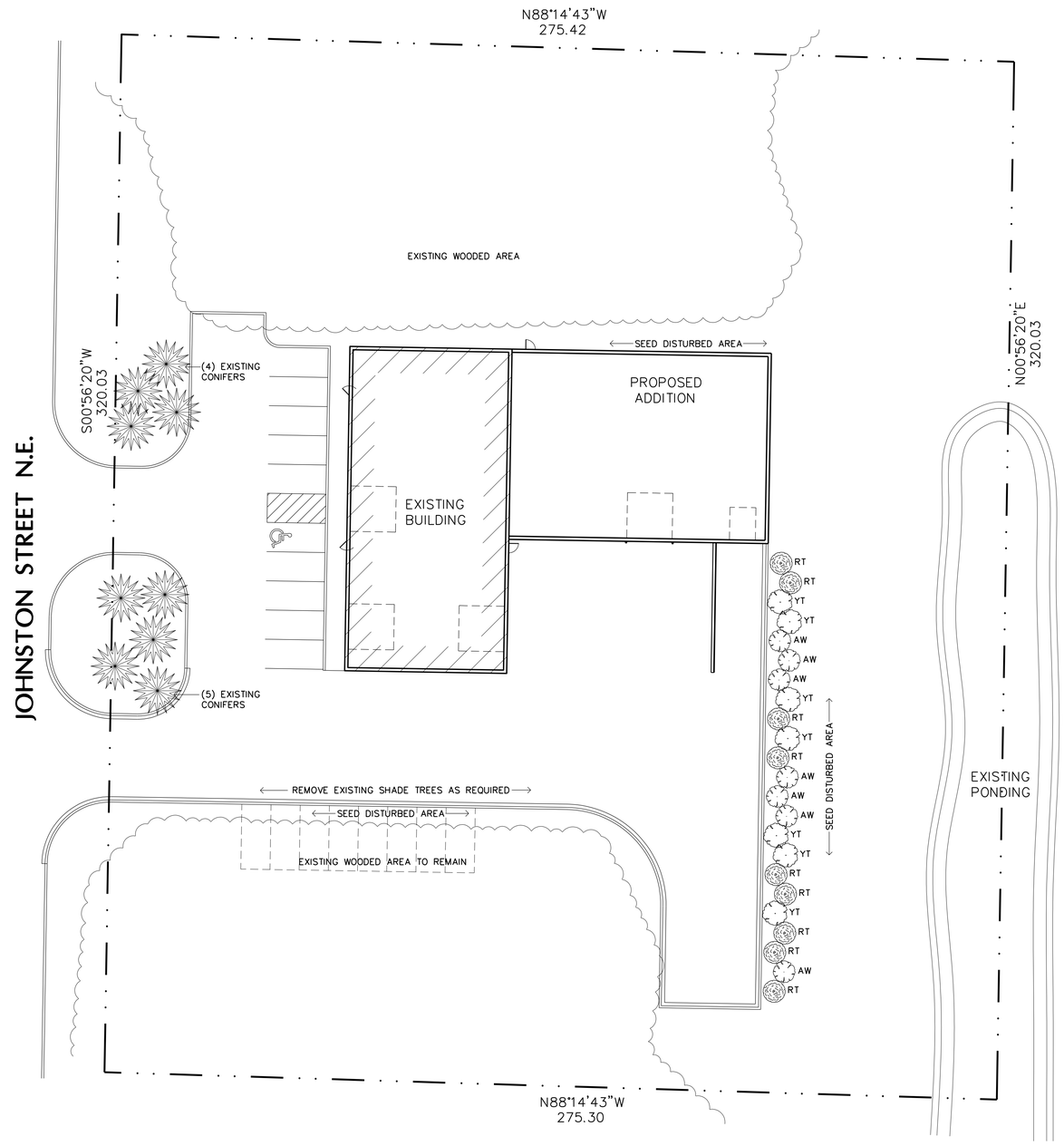

1 L2 LANDSCAPE PLAN
SCALE: 1" = 20'-0"

PLANTING SCHEDULE						
QTY.	KEY	COMMON NAME	BOTANICAL NAME	SIZE	MTHD	REMARKS
9	RT	RED TWIG DOGWOOD	CORNUS BAILEYI 'CARDINAL	3-4' TALL	CONT.	
7	YT	YELLOW TWIG DOGWOOD	CORNUS SERICEA 'FLAVIRAMEA'	#5 CONT.	CONT.	
7	AW	ARROWWOOD VIBRANIUM	VIRURNUM DENTATUM	3-4' TALL	CONT.	

LANDSCAPE NOTES
1. SEED ALL DISTURBED AREAS AND AREAS SHOWN ON PLAN.
2. TREES REQUIRED:
   (1) SHADE TREE PER 2,000 S.F. FLOOR AREA OR
   (1) CONIFER PER 2,000 S.F. FLOOR AREA
   - (5) TREES REQUIRED
   - (9) EXISTING CONIFERS TO REMAIN
3. SHRUBS REQUIRED:
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   - (23) NEW SHRUBS ADDED
4. UNDERGROUND IRRIGATION SYSTEM TO BE PROVIDED FOR ALL FOUNDATION PLANTINGS AND TURF AREAS. PROVIDE MOISTURE SENSOR. IRRIGATION DESIGN BY CONTRACTOR.
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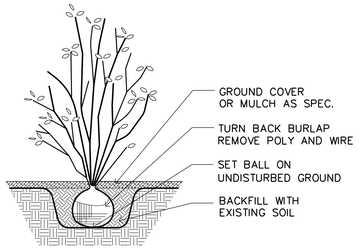

2 L2 SHRUB PLANTING DETAIL
SCALE: NOT TO SCALE

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Drawn By: JRB
Checked By:
Revisions

3/1/23	CITY SUBMITTAL

LANDSCAPE PLAN

Sheet Number
L2

Project No. 230214-3

Filename: CORIEOCITY COATINGS\CORIEOCITY COATINGS-L2

Proposed Addition for A-Blast located at 21473 Johnson St NE, East Bethel

A-Blast, Inc. Sandblasting is proposing to construct an 80' X 58'8" cold storage addition onto their current 50' X 100' building. This new addition would house their powder coating business, Corieocity Coatings, which is currently ran out of Elk River. This addition would have the powder coating oven and powder coating booth along with a storage/staging area for the products either waiting to be powder coated or waiting for pickup.

CONDITIONAL USE PERMIT

2004-0015

CITY OF EAST BETHEL
COUNTY OF ANOKA
STATE OF MINNESOTA

This Conditional Use Permit is granted to A Blast for property located at: 21473 Johnson St. NE PIN 08 33 23 34 0006 in the City of East Bethel, County of Anoka and State of Minnesota. For the purpose of:

establishing a sandblasting business at Lot 1 Block 3, Oakwood Trails currently zoned as Neighborhood Center.

He having paid the fee of $100.00 with application, and hearing held by Planning and Zoning Commission approved by City Council as required by Ordinance of said City and Laws of said State. This Conditional Use permit to be in effect from the 17th day of November, 2004. This permit will be valid for continuous operation and be subject to the following conditions as checked and/or stated, and provided the holder shall conform to all the Ordinances of this City and Laws of this State now in force, or that may be enacted during the continuance of this Permit.

COPY

CONDITIONS OF PERMIT

- Buildings must meet architectural standards established by the City of East Bethel.
- Building Plans submitted for review to the Building Official.
- Drainage to be reviewed by City Engineer.
- Parking lot must be paved.
- Compliance with Ordinance 168 Section IX,4.d
- All signage must conform to Ordinance 41A.
- One dumpster allowed on site, absolutely no storage of debris outside the building except in the dumpster.
- Outside storage limited to essential business related material.
- Parking lot must be paved. Number of spaces required to be determined by the Building Official
- Fireman's access lock box required

Given under our hands this 17th day of November A.D. 2004

_____ City Administrator/Clerk/Treasurer

The site is currently zoned as **Neighborhood Center**. Ordinance 168 allows "Construction, trade, and, service businesses with limited outside storage" as a Conditional Use in this district.

Construction, Trade, and Service Businesses with Outside Storage.

Outside storage shall be limited to an area occupying no more than 50% of the rear or side yard in which it exists and shall not be allowed within any required setback, public right-of-way, private access easement or within the required parking area.

Screening of the outside storage area shall be installed and maintained on a continual basis along all property lines that abut institutional, residential, or business and professional office uses. The screening must not be less than five feet in height, must preclude vision through the barrier, and must be approved by the city council.

All equipment and materials within the storage area must be arranged in a neat and orderly manner on a continual basis.

The outside storage area shall not be located within 200 feet of any residential property.

City of East Bethel
City Council Regular Meeting
Agenda Item Information

Date: May 8th, 2023

Agenda Item Number: 4.0 C

Agenda Item: Site Plan Review – 21473 Johnson St NE – A-Blast, INC.

Background Information:
Classic Construction, INC., on behalf of R. Family Holding, LLC., has submitted an application for a site plan review as a requirement of the expansion to A-Blast, INC., located at 21473 Johnson St NE. In addition to A-Blast, INC. R. Family Holding, LLC. owns Coriecity Coatings, currently operating in Elk River. The proposal consists of the adding an 80' X 58'8" addition to the existing building.

Property Zoning
The property is zoned B-3 – Highway Commercial Business, which allows uses associated with general retail shopping. A-Blast, INC. was and is permitted to operate by Conditional Use Permit 2004-0015, approved on November 17th, 2004.

Code Requirements
A site plan review is required prior to issuance of a building permit for new construction or additions to commercial buildings greater than 25 percent of their existing building footprint (Appendix A, Sec. 04, 12. – Site Plan Approval). The existing building footprint is 5000 square feet and the proposed warehouse addition is approximately 4700 square feet.

Architectural Design
The building exterior proposed is consistent with the current structure, which is legally non-conforming. Approval of this site plan would be an expansion of the legally non-conforming status of this structure, and building materials.

Landscape Plan
City staff have reviewed the proposed Landscape Plan which in compliance with code requirements. The existing tree cover on the North, South and West side of the property provides natural screening. The proposed landscape plan adds a row of 3-4 foot tall shrubs along the East property line.

Lighting Plan
In the proposed renderings of the addition there is an additional light shown over the main overhead door.

Parking Plan
The existing facility has ten (10) designated parking spaces. The Parking Plan includes the addition of eight (8) new spaces for a total of eighteen (18). Per Appendix A- Zoning, Section 22-7 an industrial or research establishments require five spaces, plus one for every 1½ employees in the largest working shift, or one for every 350 square feet of usable floor area, or whichever is determined to be the greater. While warehousing, storage, or handling of bulk goods requires one space for each employee on the largest working shift, or one for every 1,700 square feet of usable floor area, whichever is greater, plus one space for each company-owned vehicle (if not stored inside the principal structure). These two designations based on square footage calculations provide for a range of an additional 2.76 to 13.43 spaces to accommodate the additional warehouse square footage space.

In this situation, considering the present use as well as future uses of the property, staff finds the addition of eight (8) parking spaces reasonable for the following reasons:

- The business at the conclusion of the addition will be expanded to 3 total employees.
- The existing hours of operation are daytime hours only.

Should the warehouse be converted to work floor area there is additional space on the property to accommodate additional parking.

Recommendation:

At its April 25th, 2023 meeting, the Planning Commission reviewed the site plan and recommends approval to City Council with the conditions set forth in resolution 2023-28 and accompanied exhibits.

Attachments:

1. Resolution 2023-28, Approval of Site Plan Review for A-Blast, INC.
    a. Exhibit A Site Plan
2. Location
3. Aerial Map

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

CITY OF EAST BETHEL
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION NO. 2023-28

A RESOLUTION APPROVING THE SITE PLAN REVIEW FOR THE EXPANSION OF A LEGAL NONCONFORMING USE AT 21473 JOHNSON ST NE, EAST BETHEL, PIN 08-33-23-34-0006, LEGALLY DESCRIBED AS:

LOT 1, BLOCK 3, OAKWOOD TRAILS

WHEREAS, property owner requested approval of a site plan for an addition of 4,700 square feet to a existing legal nonconforming Construction, Trade, and Service Businesses facility; and

WHEREAS, the property is zoned B-3 - Highway Commercial, in which Construction, Trade, and Service Businesses with outside storage permitted by Condition Use Permit (CUP); and

WHEREAS, on November 17, 2004, City Council approved a Conditional Use Permit (CUP) to allow the business to operate from its current location; and

WHEREAS, the existing business is a legal non-conforming use; and

WHEREAS, the expansion of the legal non-conforming use requires an amendment to the CUP; and,

WHEREAS, the Planning Commission reviewed the site plan; and

WHEREAS, as a result of the review, the Planning Commission recommends approval to City Council of the site plan and the expansion of the legal non-conforming.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby agrees with the recommendation of the Planning Commission and approves the site plan to construct a 4,700 square foot addition to a legal nonconforming Construction, Trade, and Service Businesses facility with the following conditions:

1. The approved site plan dated March 1, 2023 and is shown as Exhibit A.
2. Prior to issuance of a building permit the City Engineer must review and approve drainage and grading plans.
3. A building permit must be issued prior to the commencement of site work.
4. Architectural design and material of the structures must comply with Exhibit A.
5. The landscaping must comply with Exhibit A.

Adopted by the City Council of the City of East Bethel this 8th day of May, 2023.

CITY OF EAST BETHEL

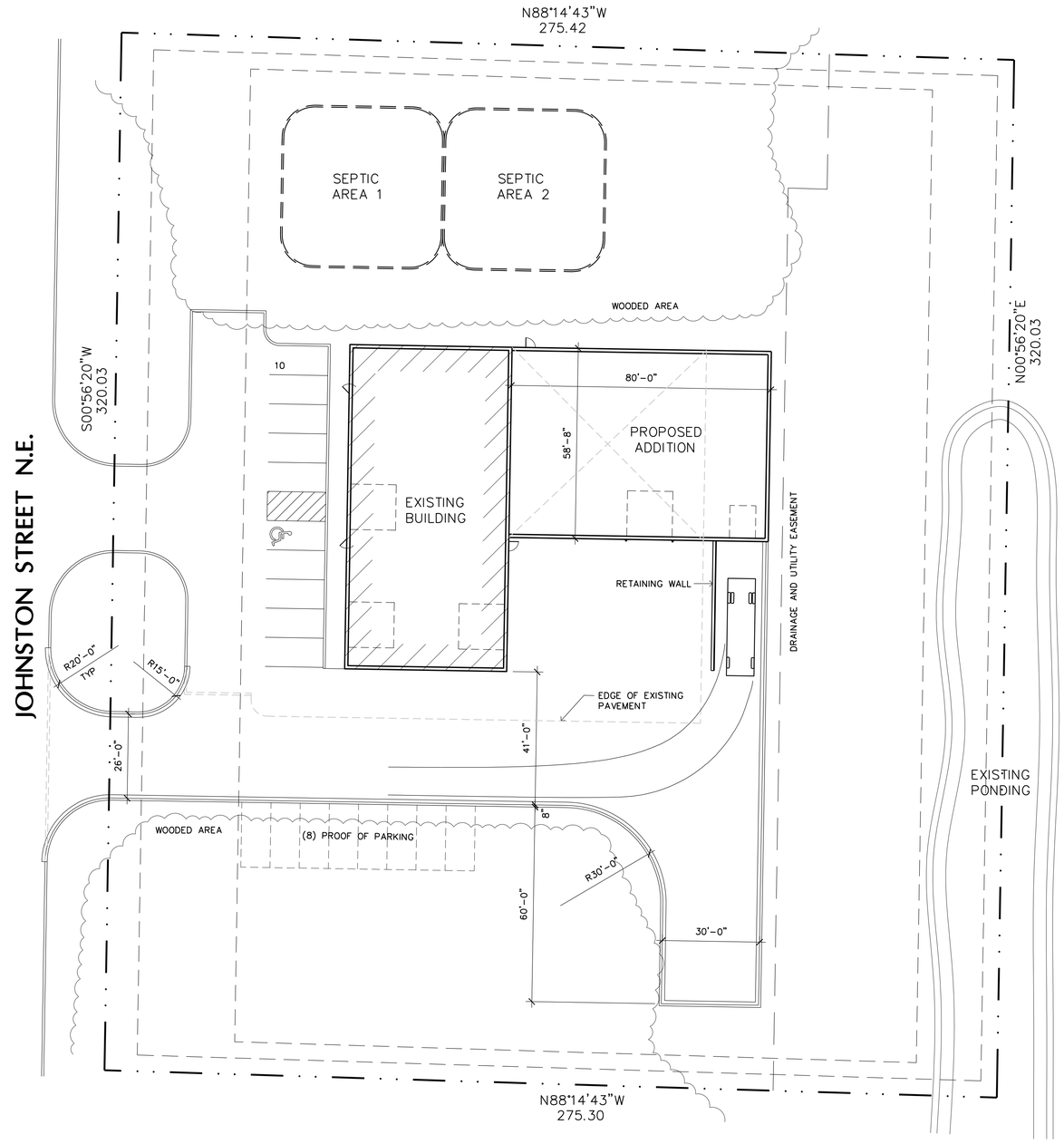
_____
Tim Harrington, Mayor

ATTEST

_____
Jack Davis, City Administrator

EXHIBIT A

EXHIBIT A



1 / A1 SITE PLAN
SCALE: 1" = 20'-0"

SITE DATA
LOT SIZE – 88,133 S.F. = 2.02 ACRES
ZONING – B3 HIGHWAY COMMERCIAL BUSINESS
HARD SURFACE – 29,100/88,133 = 33% < 80% MAX

PARKING DATA
OFFICE
976 S.F. @ 1/200 = 5 STALLS

WAREHOUSE
9,206 S.F. @ 1/700 = 13 STALLS

TOTAL STALLS REQUIRED = 18 STALLS
TOTAL STALLS PROVIDED = 10 STALLS
PROOF STALLS = 8 STALLS

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lampert@lampert-arch.com

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PRELIMINARY NOT FOR CONSTRUCTION

SIGNATURE
LEONARD LAMPERT
PRINTED NAME
13669
LICENSE NUMBER
DATE

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SITE PLAN

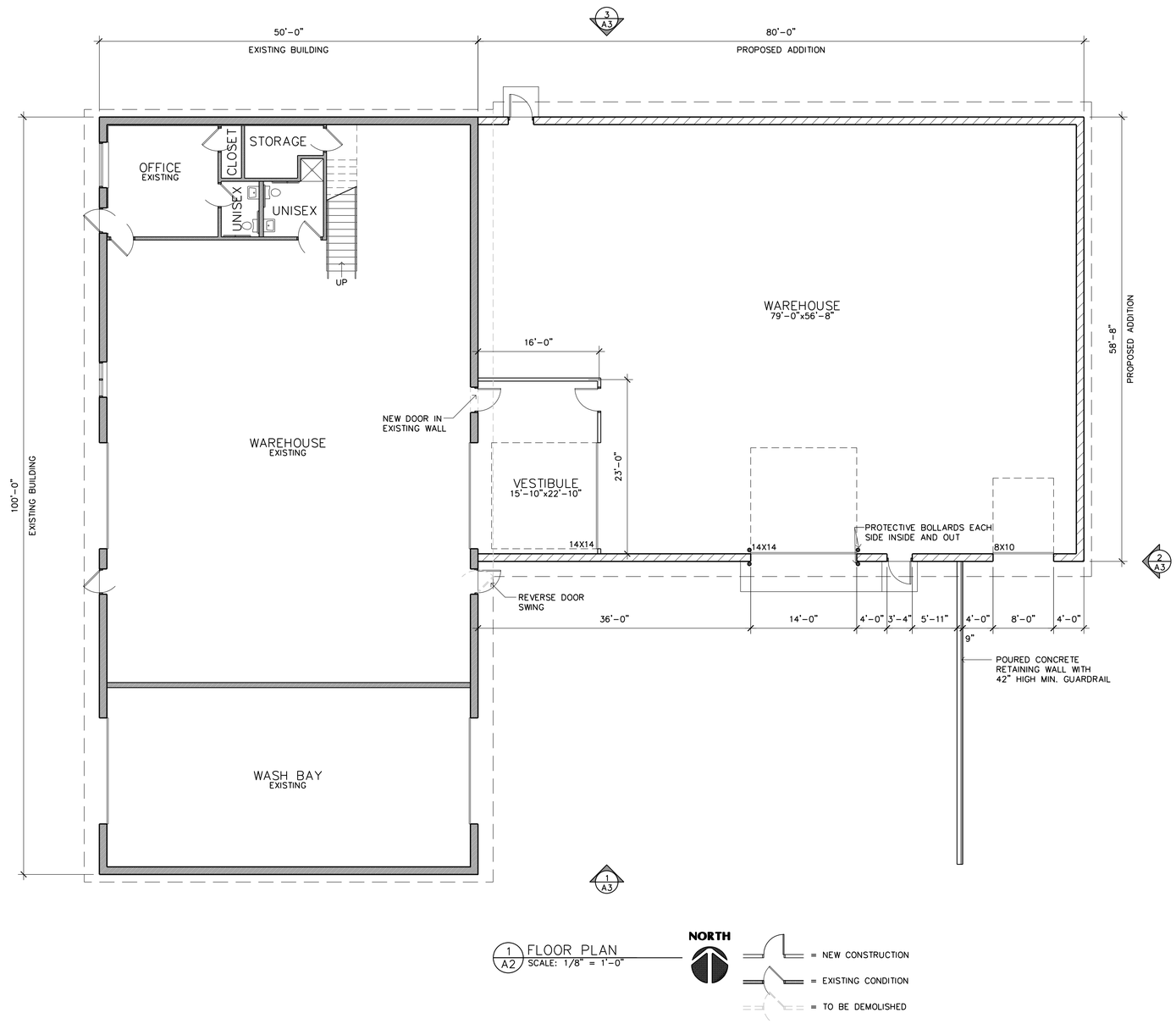
Sheet Number

A1

Project No. 230214-3

Filename: COREIOCITY COATINGS\COREIOCITY COATINGS-A1

EXHIBIT A



1 A2 FLOOR PLAN
SCALE: 1/8" = 1'-0"

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FLOOR PLAN

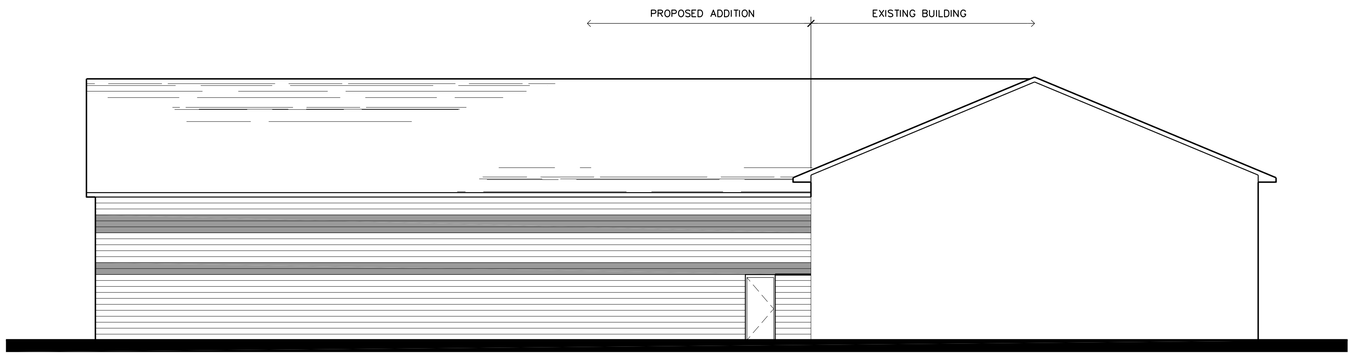
Sheet Number

A2

Project No. 230214-3

Filename: CORIEOCITY COATINGS\CORIEOCITY COATINGS-A2

EXHIBIT A



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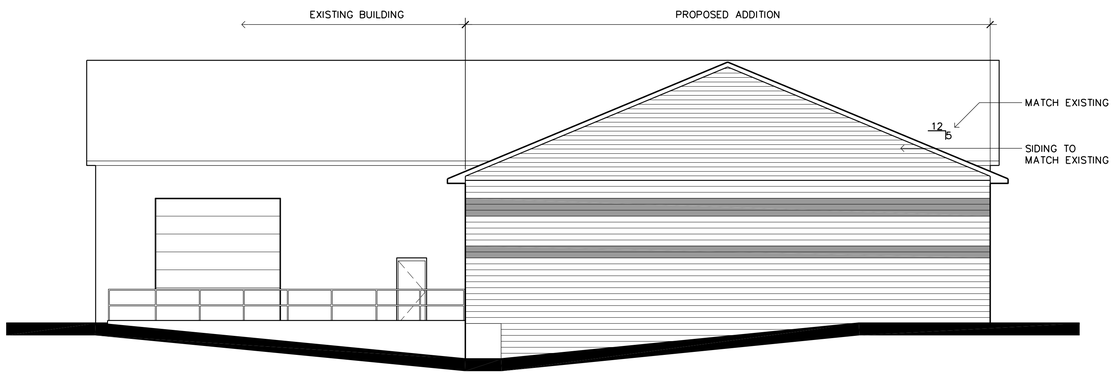

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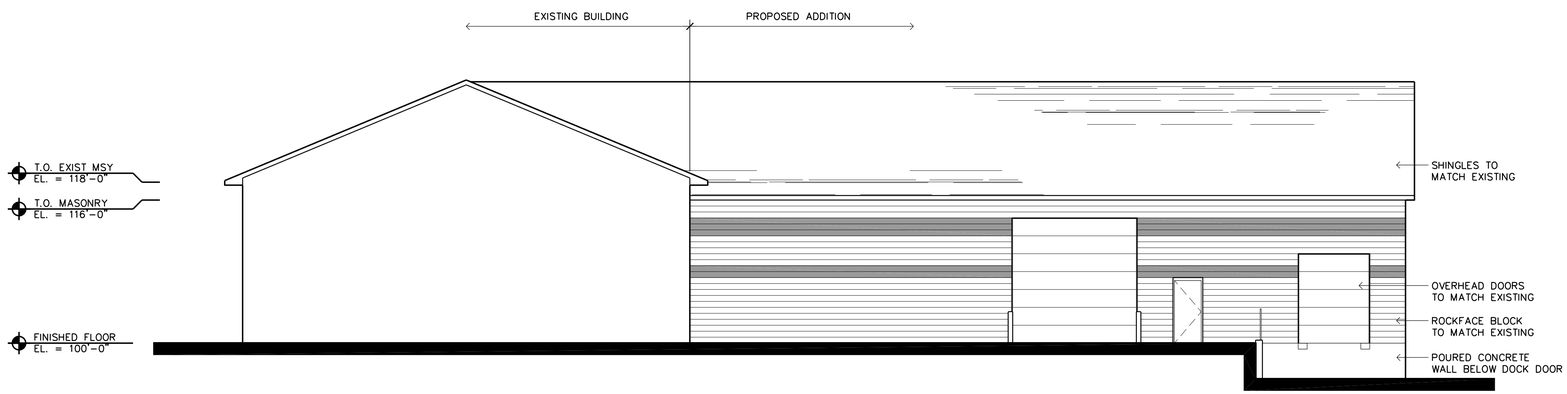

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BUILDING ELEVATIONS

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A3

Project No. 230214-3

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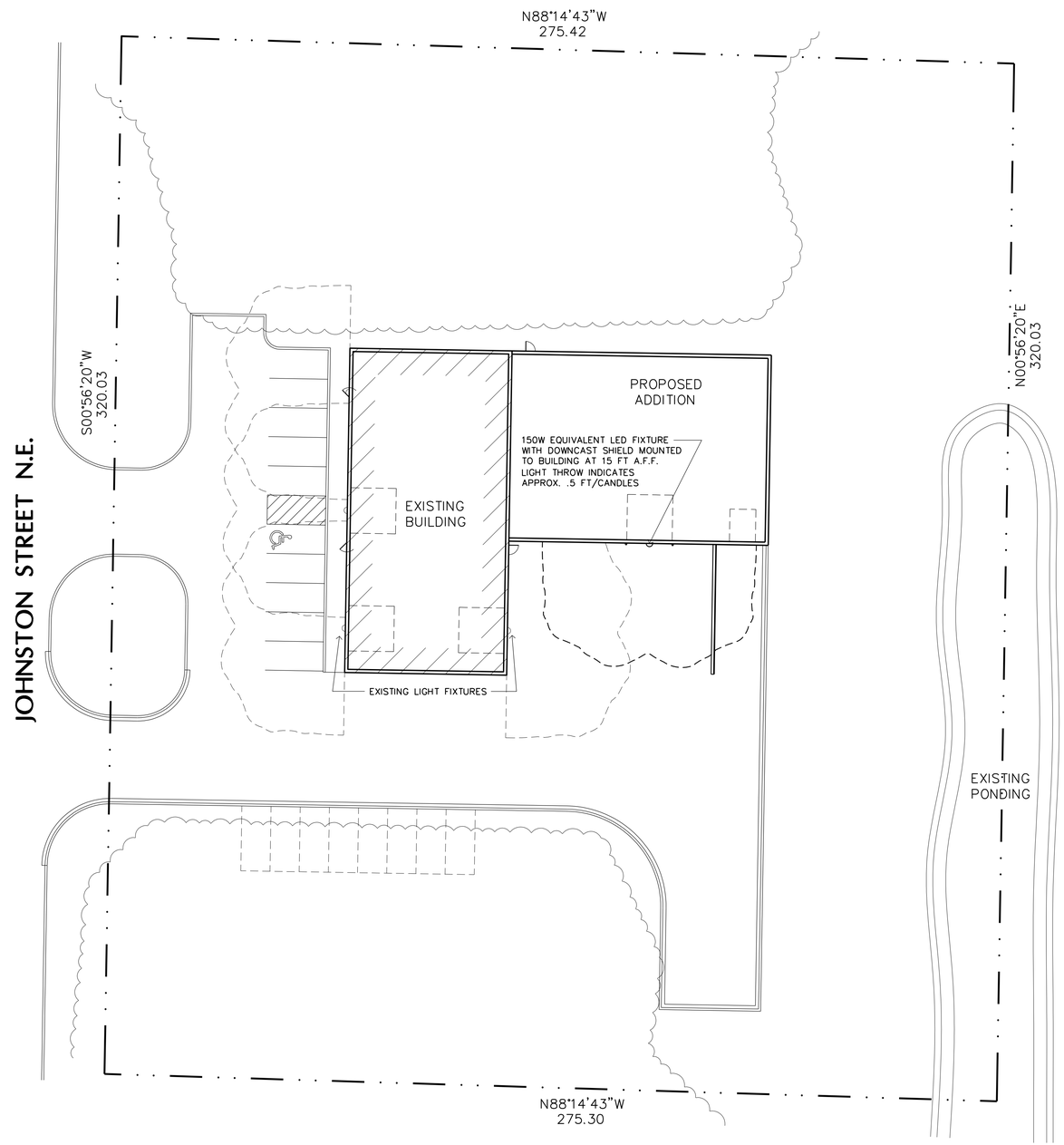
EXHIBIT A



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SCHEMATIC SITE
LIGHTING PLAN

Sheet Number

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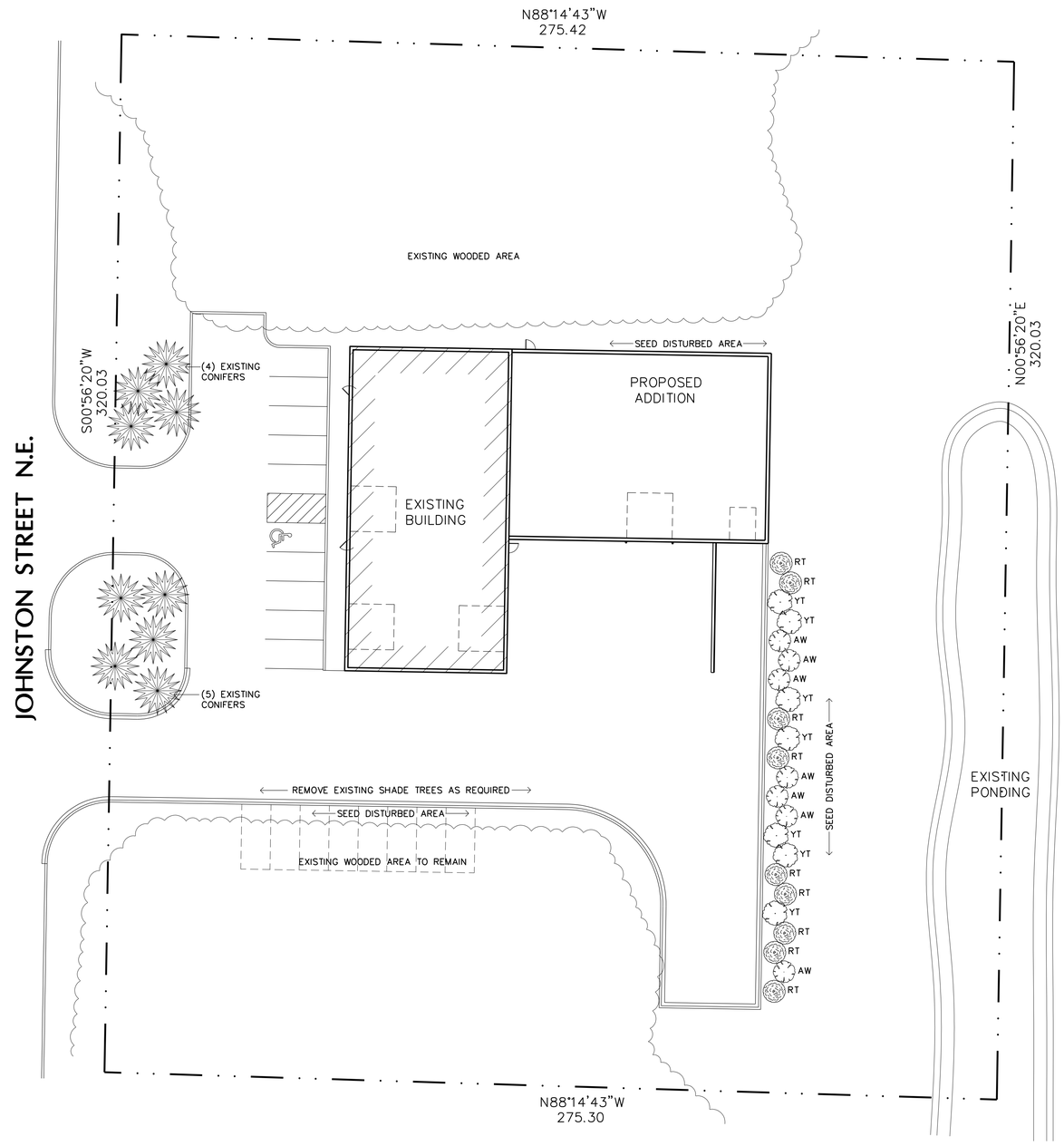

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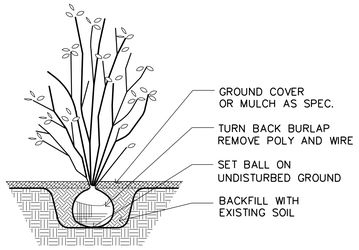

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SCALE: NOT TO SCALE

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3/1/23	CITY SUBMITTAL

LANDSCAPE PLAN

Sheet Number
L2

Project No. 230214-3

Filename: CORIEOCITY COATINGS\CORIEOCITY COATINGS-L2

21473 JOHNSON ST NE

1 inch equals 106 feet

Parcels

City Mask

N

February 6, 2023

Map Powered By DataLink

City of East Bethel
City Council Meeting
Agenda Item Information

Date: May 8, 2023

Agenda Item Number: Item 6.0 A - E

Requested Action: Consider approving the Consent Agenda as presented

Background Information:

Item A – Approval of Bills

Item B – April 24, 2023 City Council Meeting Minutes
Minutes from the April 24, 2023 City Council Meeting are attached for your review

Item C – Approve Abdo Audit Services Proposal for 2023-2025
Abdo is a highly regarded municipal accounting firm that has provided excellent service to the City and has conducted the City's financial audit for the past twelve years. Over that time, they have completed our annual audit in a professional, efficient and timely manner. Abdo's cost for the 2011 City Audit was $19,066 and the 2022 audit cost was $23,500. Even with the increase in the complexity of our audits due to TIF accounting requirements and the growth of our utility accounts, their average annual cost increase has been 2% over the past 12 years. City staff recommends that Council consider approval of the attached 2023 - 2025 audit engagement for the fee of $25,500, $26,750, and $28,000 for each of the next three years.

Item D – Planning Commission Appointment
At the April 24, 2023 Planning Commission Meeting, two candidates, Joe Reiter and Eldon Holmes were interviewed for the seat previously held by Karen Krepis. At the conclusion of the interviews, Eldon Holmes was selected by a 5 – 0 vote with one abstention as the Commission's appointment recommendation to City Council. The Planning Commission recommends City Council consider the appointment of Eldon Holmes to the East Bethel Planning Commission to serve for the term of May 23, 2023 through January 31, 2026.

Item E – Approval of Tobacco License and Cannabinoid Edibles Vendor License Applications – 18429 Highway 65
The Smoke Saloon at 18429 Highway 65 NE, East Bethel, MN 55011 has applied for a tobacco license and a cannabinoid edibles vendor license for the opening of a tobacco shop. Background checks have been completed and all forms have been submitted and fees have been paid. Staff is recommending Council approve the tobacco license for Route 65, Inc dba: The Smoke Saloon at 18429 Highway 65 NE, East Bethel, MN 55011. Sales of cannabinoid products are regulated under City Code(s) Section 42 -20; Section 18-252 and 18 -290 through 302.

Fiscal Impact: All items listed above requiring expenditures have approved 2023 Budget funds to cover the expenses.

Recommendation(s): Staff recommends approval of the Consent Agenda as presented.

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

City of East Bethel
May 8, 2023
Payment Summary

Payments for Council Approval

Bills to be approved for payment	$70,424.60
Electronic Payroll Payments	$36,032.66
Payroll City Staff - April 13, 2023	$48,944.10
Total to be Approved for Payment	$155,401.36

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Information Systems	B230417J	Anoka County Treasury Dept	615	49851	$75.00
Arena Operations	Professional Services Fees	100105	Gibson's Management Company	615	49851	$1,175.00
Arena Operations	Refuse Removal	9059138T067	Ace Solid Waste, Inc.	615	49851	$264.33
Building Inspection	Electrical Inspections	04 2023	Sloth Inspections, Inc.	101		$573.60
Building Inspection	Information Systems	1219	Metro-Inet	101	42410	$814.64
Building Inspection	Motor Fuels	21212242	Mansfield Oil Company	101	42410	$149.05
City Administration	Information Systems	B230417J	Anoka County Treasury Dept	101	41320	$75.00
City Administration	Information Systems	1219	Metro-Inet	101	41320	$1,181.90
City Administration	Office Equipment Rental	499634020	US Bank Equipment Finance	101	41320	$315.00
City Administration	Office Supplies	S 2023	Carrie Frost	101	41320	$16.05
City Administration	Postage/Delivery	15765-01	Do-Good.Biz	101	41320	$1,277.43
City Administration	Postage/Delivery	042523	Pitney Bowes Bank Inc	101	41320	$1,500.00
City Administration	Printing and Duplicating	33151	Catalyst Graphics, Inc.	101	41320	$975.62
City Administration	Professional Services Fees	M28180	TimeSaver Off Site Secretarial	101	41320	$159.00
City Administration	Travel Expenses	042423	Jack Davis	101	41320	$214.23
Finance	Information Systems	1219	Metro-Inet	101	41520	$795.49
Finance	Legal Notices	944804	ECM Publishers, Inc.	101	41520	$591.25
Finance	Sales Tax Remittance	04 2023	Minnesota Revenue	101		$172.00
Fire Department	Bldg/Facility Repair Supplies	20230427	Rodney Sanow	101	42210	$89.96
Fire Department	Bldgs/Facilities Repair/Maint	2503	Bill's Quality Cleaning	101	42210	$168.00
Fire Department	Bldgs/Facilities Repair/Maint	2504	Bill's Quality Cleaning	101	42210	$53.00
Fire Department	Conferences/Meetings	WF 2023	Bill Folwarski	101	42210	$325.76
Fire Department	Conferences/Meetings	11124	MN Fire Serv Cert Board	101	42210	$1,446.50
Fire Department	General Operating Supplies	957751	Ham Lake Hardware	101	42210	$21.98
Fire Department	General Operating Supplies	958635	Ham Lake Hardware	101	42210	$6.99
Fire Department	Information Systems	B230417J	Anoka County Treasury Dept	101	42210	$75.00
Fire Department	Information Systems	1219	Metro-Inet	101	42210	$1,824.24
Fire Department	Motor Fuels	21212242	Mansfield Oil Company	101	42210	$237.12
Fire Department	Motor Fuels	24212256	Mansfield Oil Company	101	42210	$507.00
Fire Department	Motor Vehicles Parts	1539-182736	O'Reilly Auto Stores Inc.	101	42210	$33.47
Fire Department	Refuse Removal	9059138T067	Ace Solid Waste, Inc.	101	42210	$187.08
Fire Department	Refuse Removal	9059138T067	Ace Solid Waste, Inc.	101	42210	$35.51
Fire Department	Repairs/Maint Machinery/Equip	8011001	Plunkett's Pest Control	101	42210	$205.00
Fire Department	Repairs/Maint Machinery/Equip	2215570	Ready Watt Electric	101	42210	$6,485.00
Fire Department	Safety Supplies	312837	Aspen Mills, Inc.	101	42210	$269.50
Fire Department	Safety Supplies	312892	Aspen Mills, Inc.	101	42210	$37.70
Fire Department	Safety Supplies	84934454	Bound Tree Medical, LLC	101	42210	$112.69
Fire Department	Safety Supplies	37016434	Henry Schein, Inc.	101	42210	$683.51

City of East Bethel
May 8, 2023
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Fire Department	Telephone	13864340213307	Midcontinent Communications	101	42210	$207.57
Fire Department	Telephone	051323	T MOBILE	101	42210	$99.56
Fire Department	Telephone	9932812203	Verizon	101	42210	$560.14
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	9682431771	Grainger	101	41940	$61.75
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2501	Bill's Quality Cleaning	101	41940	$380.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2505	Bill's Quality Cleaning	101	41940	$168.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	IV0239927	Nardini	101	41940	$582.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	45120	Robert B. Hill Company	101	41940	$18.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	130075150	Summit Fire Protection	101	41940	$1,105.00
General Govt Buildings/Plant	Refuse Removal	9059138T067	Ace Solid Waste, Inc.	101	41940	$75.91
General Govt Buildings/Plant	Repairs/Maint Machinery/Equip	90247	LSS	101	41940	$325.00
Mayor/City Council	Conferences/Meetings	S 2023	Carrie Frost	101	41110	$55.72
Park Maintenance	Clothing & Personal Equipment	4153536058	Cintas Corporation	101	43201	$31.46
Park Maintenance	Equipment Parts	49758	Menards Blaine	101	43201	$27.83
Park Maintenance	Equipment Parts	128348051-001	SiteOne Landscape Supply	101	43201	$16.18
Park Maintenance	Heavy Machinery	IN000965150	Ziegler Inc.	701	43201	$9,931.90
Park Maintenance	Information Systems	1219	Metro-Inet	101	43201	$28.72
Park Maintenance	Motor Fuels	21212242	Mansfield Oil Company	101	43201	$203.25
Park Maintenance	Motor Fuels	24212256	Mansfield Oil Company	101	43201	$975.01
Park Maintenance	Park/Landscaping Materials	128354644-001	SiteOne Landscape Supply	101	43201	$7.43
Park Maintenance	Professional Services Fees	M28180	TimeSaver Off Site Secretarial	101	43201	$159.00
Park Maintenance	Refund of Overpayment	EB 2023	Soderville/Blaine Athletic Assn	101		$120.00
Park Maintenance	Small Tools and Minor Equip	7455	Menards - Forest Lake	101	43201	$56.45
Planning and Zoning	Information Systems	1219	Metro-Inet	101	41910	$543.09
Planning and Zoning	Legal Notices	23-10860	Anoka County Property Tax	101	41910	$46.00
Planning and Zoning	Legal Notices	944805	ECM Publishers, Inc.	101	41910	$59.12
Recycling Operations	Bldg/Facility Repair Supplies	107395598	Fleet Pride	226	43235	$22.85
Recycling Operations	Postage/Delivery	15765-01	Do-Good.Biz	226	43235	$182.49
Recycling Operations	Printing and Duplicating	33151	Catalyst Graphics, Inc.	226	43235	$139.38
Recycling Operations	Professional Services Fees	05 2023	Cedar East Bethel Lions	226	43235	$419.72
Recycling Operations	Professional Services Fees	05 2023	Cedar East Bethel Lions	226	43235	$1,200.00
Recycling Operations	Professional Services Fees	3034b	Evergreen Recycling	226	43235	$1,155.00
Recycling Operations	Professional Services Fees	CU-39380	First State Tire Recycle	226	43235	$444.75
Recycling Operations	Refuse Removal	9059138T067	Ace Solid Waste, Inc.	226	43235	$555.21
Recycling Operations	Travel Expenses	20230501	JABS, EMILY	226	43235	$41.92
Sewer Operations	Professional Services Fees	0001156749	Metropolitan Council Env Svcs	602	49451	$5,265.69
Street Maintenance	Bldgs/Facilities Repair/Maint	4153536058	Cintas Corporation	101	43220	$8.58
Street Maintenance	Clothing & Personal Equipment	4153536058	Cintas Corporation	101	43220	$31.46
Street Maintenance	Equipment Parts	02-988901	Lano Equipment, Inc.	101	43220	$117.56
Street Maintenance	Equipment Parts	P49344	MacQueen Emergency, Inc.	101	43220	$49.41
Street Maintenance	Equipment Parts	P49344	MacQueen Emergency, Inc.	101	43220	$190.14
Street Maintenance	Equipment Parts	0193385-IN	Zarnoth Brush Works, Inc.	101	43220	$1,301.20
Street Maintenance	Information Systems	1219	Metro-Inet	101	43220	$533.52
Street Maintenance	Lubricants and Additives	107323211	Fleet Pride	101	43220	$92.60
Street Maintenance	Motor Fuels	21212242	Mansfield Oil Company	101	43220	$88.07
Street Maintenance	Motor Fuels	24212256	Mansfield Oil Company	101	43220	$2,418.02
Street Maintenance	Motor Vehicle Services (Lic d)	010003361696	Blaine Brothers Inc.	101	43220	$6,589.24

City of East Bethel
May 8, 2023
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Street Maintenance	Motor Vehicles Parts	327031	Auto Nation Inc.	101	43220	$96.96
Street Maintenance	Motor Vehicles Parts	1539-183140	O'Reilly Auto Stores Inc.	101	43220	$38.87
Street Maintenance	Personnel/Labor Relations	97592	Trust in Us, LLC	101	43220	$87.00
Street Maintenance	Refuse Removal	9059138T067	Ace Solid Waste, Inc.	101	43220	$386.13
Street Maintenance	Small Tools and Minor Equip	15820965-00	Brock White Company LLC	101	43220	$327.78
Street Maintenance	Small Tools and Minor Equip	4041219909	Capital One Trade Credit	101	43220	$62.99
Street Maintenance	Small Tools and Minor Equip	4042267489	Capital One Trade Credit	101	43220	$25.98
Street Maintenance	Small Tools and Minor Equip	106712730	Fleet Pride	101	43220	($48.73)
Street Maintenance	Small Tools and Minor Equip	128348366-001	SiteOne Landscape Supply	101	43220	$17.99
Street Maintenance	Snowplow Cutting Edges	457047	Towmaster	101	43220	$140.99
Water Utility Operations	Bldgs/Facilities Repair/Maint	4851 124rd	Patton Heating and Air	601	49401	$5,538.00
Water Utility Operations	Chemicals and Chem Products	6459209	Hawkins, Inc	601	49401	$3,677.74
Water Utility Operations	Information Systems	1219	Metro-Inet	601	49401	$252.40
						$70,424.60
Electronic Payroll Payments						
Payroll	PERA					$10,007.84
Payroll	Federal Withholding					$5,776.67
Payroll	Medicare Withholding					$2,170.76
Payroll	FICA Tax Withholding					$8,308.34
Payroll	State Withholding					$3,443.55
Payroll	MSRS/H.S.A./HCSP					$6,325.50
						$36,032.66

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL MEETING

April 24, 2023

The East Bethel City Council met on April 24, 2023, at 7:00 p.m. for the regular City Council meeting at City Hall.

MEMBERS PRESENT:	Tim Harrington	Brian Mundle	Kevin Lewis
	Tim Miller	Jim Smith	

ALSO PRESENT: Jack Davis, City Administrator
Eric Larson, City Attorney
Rodney Sanow, Fire Chief
Aaron Berg, Interim Community Development Director
Nate Ayshford, Public Works Manager
Mike Jeziorski, Deputy City Administrator/Finance Director

1.0 Call to Order

The April 24, 2023, City Council meeting was called to order by Mayor Harrington at 7:00 p.m.

2.0 Pledge of Allegiance

The Pledge of Allegiance was recited.

3.0 Adopt Agenda

Mundle stated I'll make a motion to adopt tonight's agenda adding Item K under the Consent Agenda, Supplemental Bill List. Lewis stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

4.0 Presentations and Public Hearings

4.0 A 2022 Audit Presentation: Abdo – Res. 2023-29, Accepting 2022 Audit

Jeziorski stated Brad Falteysek from Abdo was in attendance to present the 2022 audit.

Mr. Brad Falteysek, Abdo presented the 2022 Audit presentation.

Harrington thanked Abdo for their thorough work on the audit.

Davis recommended adoption of Resolution 2023-29, accepting the 2022 Annual Financial Report for operations and activities of the City of East Bethel for fiscal year 2022 and direction to submit the report to the State Auditor.

Lewis stated I'll make a motion to adopt Resolution 2023-29, Resolution Accepting and Adopting the 2022 City of East Bethel Annual Financial Report. Smith stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

4.0 B Coon Lake Regional Park Long Range Plan – Res. 2023-30

Ayshford stated that Karen Blasko, Parks Planner with Anoka County Parks, will present the Coon Lake Regional Park Long Range Plan. Coon Lake County Park is approximately 110 acres and is located on the east end of Coon Lake in Columbus Township. The park was approved for Regional Park status in

2021 and as part of that designation, a long-range plan must be in place before the County is eligible for Metro Regional Park funding.

Ayshford indicated the East Bethel Park Commission provided comments to the draft master plan at their December 13, 2022 meeting and have reviewed the attached Long-Range Plan at their April 11, 2023 meeting.

Ayshford stated the East Bethel City Council, along with other local communities, will be asked to submit a resolution of support for the project.

Ayshford noted the Parks Commission unanimously voted to recommend support of the Coon Lake Regional Park Long Range Plan and recommends that City Council approve Resolution 2023-30 supporting Anoka County's efforts to redevelop the park.

Ms. Karen Blasko, presented the Coon Lake long-range plan. She indicated the Met Council had approved this park be added to the regional park system.

Harrington asked if the public could still make comments on this. Ms. Blasko responded they could.

Mundle stated I'll make a motion to adopt Resolution 2023-30, Resolution of Support for Anoka County's Coon Lake Regional Park Long Range Plan. Smith stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

4.0 C Anoka County Sheriff's Report

Lieutenant Derek Peters presented the March 2023, Sheriff's Report, stating the Sheriff's Department noting they had responded to 357 calls with 54 medicals, 3 assaults, 1 damage to property, 21 arrests for miscellaneous violations, and 37 traffic citations.

Informational; no action required.

4.0 D Fire Department Monthly Report

Fire Chief Sanow presented the March 2023 report and noted that they responded to 73 calls, of which 55 were medical, 5 crashes, 7 alarms, 2 burning/smoke, 2 other, 1 fire, and 1 mutual aid. He stated if someone wanted to burn, they must obtain a burning permit from the City Hall and the fire must be extinguished before leaving the burn site. He noted yard waste, leaves, tires, treated lumber, railroad ties, and building material cannot be burned. However, brush can be burned. It is permissible to have a 3x3 foot recreational fire that has to be 25 feet away from any structure and only logs from trees can be burned in a recreational fire. He noted a portable outdoor fireplace is allowed but must be 15 feet away from any structure. He stated fires must be attended to at all times and extinguished before leaving. For open burning, he said to check the DNR website to see if it is permitted.

Lewis asked if a burning permit can be acquired online. Davis responded there was no cost for a burning permit but generally a burning permit cannot be acquired online as it is through coordination with other agencies. He stated if it is inconvenient for a citizen to come into City Hall for a permit, it is possible to call the City Hall and a permit can be emailed. Lewis requested this information be put in the next newsletter as an option to coming into the City Hall.

Informational; no action required.

4.0 E Public Hearing: Ord. Amendments – MS4 Permit

Davis stated as the City of East Bethel has a population greater than 10,000, we are federally required to obtain a Municipal Separate Storm Sewer System (MS4) permit for managing non-point source storm water. Non-point source storm water is generally the overland flow of storm water that does not originate from a single discharge, otherwise known as point-source storm water.

Davis indicated the City of East Bethel has developed a Storm Water Pollution Prevention Plan as required by the National Pollutant Discharge Elimination Program, which authorizes City's to discharge storm water to the public water system. The goal of the Storm Water Pollution Prevention Program is to reduce the discharge of pollutants into receiving waters to the maximum extent practicable. The NPDES permit is issued through the Minnesota Pollution Control Agency. The City's current permit is included as Attachment 1. The permit replaces the previous permit that was in place in 2013. The expiration date shown on the General Permit in Attachment 1 is two years behind the schedule of the 2013 permit due to COVID related issues in the timely issuance of the 2018 permit.

Davis stated several Code updates are required to comply with the new permit. The three Codes that require amendments are:

1. City Code Chapter 10, Animals

- Section 18.5 of the General Permit (Attachment 1) requires a regulator mechanism be developed to remove and properly dispose of pet waste on City-owned property. Ordinance No. 2023-03, which is included as Attachment 2, adds Section 10-1. Animal Waste to City Code Chapter 10.

2. City Code Chapter 66, Subdivisions

- Section 18.6 of the General Permit requires a regulator mechanism be developed to require proper salt storage at certain facilities. Ordinance No. 2023-05, which is included as Attachment 3, adds Section 66-171 - Salt Storage, to the City Code Chapter 66. Best Management Practices are defined in the MPCA Administrative Rules, Chapter 7090. Storm Water Regulatory Program, 7090.0080, subpart 2.

3. City Code Appendix A, Zoning, Section 35, Grading, Filling and Excavation

- Section 20.7 of the General Permit (Attachment 1) has added a new water quantity requirement for linear projects. Ordinance No. 2023-06, which is included as Attachment 4, adds Paragraph 7.B.2.b.iv to address this requirement. Section 27.18 of the General Permit provides a definition for linear projects.
- Section 20.9 of the General Permit (Attachment 1) addresses when infiltration systems are prohibited. Ordinance No. 2023-06, which is included as Attachment 4, adds Paragraph 7.B.2.c which includes the new permit language and replaces Paragraphs 7.B.2.c and 7.B.2.d.

Davis stated staff is requesting that City Council conduct a public hearing to receive comments on amendments to Ordinance 2023-03, 2023-05 and 2023-06, and at the conclusion of the hearing and City Council discussion of this item, approve those amendments to Ordinances 2023-03, Ordinances 2023-05, and Ordinances 2023-06 Paragraphs 7.B.2.b.iv and 7.B.2.c.

Harrington opened the public hearing at 7:49 p.m.

There were no comments made.

Harrington closed the public hearing at 7:49 p.m.

Mundle stated I'll make a motion to adopt Ordinance 2023-03, City Code Chapter 10 – Animals. Ordinance 2023-05, City Code Chapter 66 – Subdivisions, Ordinance 2023-06, Paragraphs 7.B.2.b.iv and 7.B.2.c as exhibited as attachments 2, 3, and 4 in Council's packet. Miller stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

4.0 F Public Hearing: Ord. Amendments – SRWMO Management Plan

Davis stated the Minnesota Board of Water and Soil Resources (BWSR) coordinates the water and soil resources planning and implementation activities of counties, soil and water conservation districts, watershed districts, watershed management organizations, and any other local units of government.

Davis indicated Watershed management organizations, such as the SRWMO, are required to prepare, adopt, and implement a watershed management plan in accordance with the requirements of MN Statues Sections 103B.205 to 103B.255.

Davis noted after the watershed management organization's (WMO) watershed plan is approved and adopted, pursuant to section 103B.231, the local government units, such as East Bethel, having land use planning and regulatory responsibility for territory within the watershed, must prepare a local water management plan, capital improvement program, and official controls as necessary to bring local water management into conformance with the WMO plan.

Davis stated appendix B of the SRWMO Watershed Plan includes the Regulatory Standards for the watershed. East Bethel is responsible for implementing the official controls to enforce these Regulatory Standards. The two ordinance revisions required to comply with the SRWMO Regulatory Standards include:

City Code 66, Subdivisions, Article IX, Wetland Protection, Section 66-255 – Buffer Strips

Chapter 66 of the City Code already requires the preservation of buffer strips around wetland boundaries. A copy of Ordinance No. 2023-04, which requires these buffers to be contained within a drainage and utility easement, is included as Attachment No. 2. This revision is consistent with the SRWMO Regulatory Standards.

City Code Appendix A, Zoning, Section 35, Grading, Filling and Excavation, Part 7.A.1 and 7.B.2.g.

Davis stated the revisions require Atlas 14 precipitation data to be used in estimating storm water runoff rates consistent with the SRWMO Regulatory Standards.

Davis indicated Atlas 14 provides precipitation frequency estimates for durations of 5-minutes through 60-days at average recurrence intervals of 1-year through 1,000-year for eleven Midwestern states: Colorado, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota, and Wisconsin. The typical storm recurrence used to evaluate development sites in East Bethel includes the 2-year, 10-year, and 100-year. The information in Atlas 14 supersedes precipitation frequency estimates previously used in the publication "Weather Bureau's Technical Paper No. 40 (TP-40), Rainfall Frequency Atlas of the United States for Durations from 30 Minutes to 24 Hours and Return Periods from 1 to 100 Years (Hershfield, 1961)."

Davis noted a comparison of the precipitation values for the 2-year, 10-year, and 100-year 24-hour storm events for the TP-40 and Atlas 14 is as follows:

Storm Event	TP-40 (Old Standard) Rainfall (Inches)	Atlas 14 (New Standard) Rainfall (Inches)

2-Year	2.70	2.82
10-Year	4.10	4.18
100-Year	5.90	6.91

Davis stated staff is requesting that City Council conduct a public hearing to receive comments on amendments to Ordinance 2023-04 and Ordinance 2023-06 and at the conclusion of the hearing, City Council is requested to approve those amendments to Ordinance 2023-04 and Ordinance 2023-06 Part 7.A.1 and Part 7.B.2.g.

Harrington opened the public hearing at 7:52 p.m.

There were no comments made.

Harrington closed the public hearing at 7:52 p.m.

Mundle stated I'll make a motion to adopt Ordinance 2023-04, City Code Chapter 66 – Subdivisions; Ordinance 2023-06 Part 7.A.1 and Part 7.B.2.g as exhibited in attachments 2 and 3 to the Council's packet. Miller stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

4.0 G Public Hearing: Ord. & Fee Schedule Amendments – Park Dedication Fee

Davis stated the current park dedication fees were established by an ordinance revision that was approved on August 5, 2015. Article VII, Section 66-195 of the City Code was amended to include reduction of the not to exceed fee for residential park dedication from $6,000 to $2,000 per lot exempting one habitable homestead per subdivision (if applicable) and reducing the park dedication for commercial/industrial developments from a not to exceed fee of $4,500 to $2,000 per acre.

Davis indicated within the current ordinance, the City can either elect to require dedication of up to 10% of new residential developments for parkland or receive funds equal to 10% of the market value of the property prior to development, not exceed $2,000 per lot. For commercial or industrial development this is lowered to 5% with a not to exceed value of $2,000 per acre.

Davis noted these lower fees were adopted to compensate for higher operations and amortization water and sewer costs of the City's small customer base stand-alone utility system. Lower park dedication fees were put in place to maintain the competitive balance required to offset the lower SAC and WAC charges of area municipalities.

Davis stated the need to update these fees to meet the demands for parks improvements and new facilities was discussed at the December 13, 2022 Parks Commission Meeting and the joint City Council Work Meeting and Park Commission meeting on February 6, 2023.

Davis indicated based on discussions from both of those meetings and discussions at the March 13, 2023 Park Commission Meeting, the Commission unanimously recommended moving to a per unit fee for residential developments. The recommendation included a $2,000 per unit fee in new single-family developments and a $1,500 per unit fee for new multi-family developments. They also included a recommendation for a 25% per unit reduction in multifamily developments that include public recreation facilities.

Davis stated the Park Commission was aware of the pending litigation at the state level regarding commercial/industrial park dedication fees but recommended making changes to our current policy in conjunction with the residential changes to keep the process easy to understand and consistent.

They recommended a per acre fee of $2,000 for new commercial/industrial development. Once this case is settled, the City's Fee Schedule can be amended to reflect any new requirements.

Davis noted the Park Commission recommended that City Council consider approval of a $2,000 per lot park dedication fee for single family development(s), $1,500 per unit park dedication fee for multi-family developments with a 25% fee reduction for those that include recreation facilities available for public use and $2,000 per acre park dedication fee for commercial/light industrial developments and amend City Fee Schedule to reflect these changes.

Davis stated the recommended fees would increase park revenue for new development and be comparable with fees charged by neighboring cities. The fees would be included in the City Fee Schedule and would be reviewed annually and adjusted as deemed appropriate to balance demands for park facilities and improvements with the market conditions for development projects.

Davis indicated this item was discussed at the City Council Meeting on March 27, 2023 and was tabled to enable the preparation of a resolution to approve this recommendation. In addition to Resolution 2023-32 to change the City Fee Schedule, revisions to City Ordinance 66-195 are required to remove those references to fees based on a percentage of appraised value.

Davis stated staff's recommendation 1 is requesting that Council hold a Public Hearing to discuss revisions to the ordinance and consider approving those changes to City Ordinance, Chapter 66, Article VII, Section 66 – 195, Public Land Dedication.

Davis stated staff's recommendation 2 is requesting that Council approve Resolution 2023-32, Amendment to the 2023 Fee Schedule – Park Dedication Fees. These changes would align the Fee Schedule with revisions to City Ordinance 66 -195.

Harrington opened the public hearing at 7:57 p.m.

There were no comments made.

Harrington closed the public hearing at 7:57 p.m.

Mundle stated I'll make a motion to adopt Ordinance No. 2023-32, Amendment to the 2023 Fee Schedule. Lewis stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

Mundle stated I'll make a motion to adopt Resolution No. 2023-07. Lewis stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

5.0 Public Forum

There were no comments made.

6.0 Consent Agenda

~~Item A: Approve Bills~~
Item B: Approve Meeting Minutes April 3, 2023 City Council Work Meeting
Item C: Approve Meeting Minutes, April 10, 2023 City Council Meeting
Item D: Res: 2023-31, 2023 Street Re-Surface Improvement Projects
~~Item E: Ice Arena Locker Room and Bathroom Improvement Projects~~
Item F: Seasonal Employee Hire
~~Item G: Chloride Application for Klondike Drive~~
Item H: Res. 2023-26, Amending Finding Date on Res. 2022-56
Item I: Res. 2023-33, Municipal Request for MSA Project Funds: University Avenue Project

~~Item J: April 10, 2023 Consent Agenda: Items C and J Re-vote~~
Item K: Supplemental Payment List

Mundle stated I'll make a motion to approve the Consent Agenda. Miller stated I'll second. Harrington asked any discussion? Lewis requested to pull Items A, G, and I. Smith requested to pull Item E. Harrington pulled Item J.

To the motion as amended, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

6.0 A Approve Bills

Lewis inquired about the software licensing bill for $9,800. Davis responded that was for the Public Data Service System for the Fire Department. He indicated this was the annual fee.

Lewis stated I'll make a motion to approve Item A of the Consent Agenda. Miller stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

6.0 E Ice Arena Locker Room and Bathroom Improvement Projects

Smith noted he had seen the samples of the new flooring and it was nice. He indicated he had seen a couple of roof leaks and he wanted to make sure the leaks were fixed before the new flooring was put in.

Smith stated I'll make a motion to approve Item E of the Consent Agenda subject to getting the roof fixed. Lewis stated I'll second. Harrington asked any discussion?

Harrington stated there was no taxpayer money being spent on this improvement project and the money had been raised from people who rented the ice arena.

To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

6.0 G Chloride Application for Klondike Drive

Lewis asked if soap stock had ever been considered. He indicated this was a residue left over from the soap manufacturing business and years ago this was what was used. He noted it keeps the dust down. He asked Ayshford to look into this. Ayshford indicated he had never heard of this and asked if Lewis knew of any companies who did this. Lewis responded he did not, but he hasn't researched this. Ayshford responded he would look into this.

Lewis stated I'll make a motion to approve Item G of the Consent Agenda. Miller stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

6.0 I Res. 2023-33, Municipal Request for MSA Project Funds: University Avenue Project

Lewis inquired about the diagrams that were in the Council's packet which did not appear to apply to University Avenue. Ayshford believed those diagrams were for Item D.

Lewis stated I'll make a motion to approve Item I of the Consent Agenda. Smith stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

6.0 J April 10, 2023 Consent Agenda: Items C and J Re-vote

Davis noted at the April 10, 2023 Consent Agenda, Items A and B were pulled by Council Member Lewis. Items D, E, F, G and H were pulled by Council Member Smith. Item I was pulled by Mayor Harrington. Council Member Lewis made a motion to approve the consent agenda as amended but there was discussion prior to a second to the motion. After the discussion, the second to the motion was not made and the vote was taken on Consent Agenda items C and J. Although the motion passed unanimously, these items need to be reopened, a second to the motion made, and the Consent Agenda vote of April 10, 2023 retaken.

Lewis stated I'll make a motion to approve Items C and J from the April 10, 2023 meeting. Smith stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

7.0 New Business. Commission, Association, and Task Force Reports

No reports given

8.0 Department Reports

8.0 Community Development

8.0A1 IUP Extension Request – 655 198th Avenue NE

Berg stated the automotive repair business known as B-Roc's, Inc. has been operating at the residential address of 655 198th Avenue NE for approximately 11 years. On November 8, 2021, an administrative hearing was held at the City Council meeting. Staff was directed to discuss with the Planning Commission the possibility of amending the zoning code to allow automotive repair in the residential districts as a home occupation. On March 7, 2022 the Planning Commission and City Council held a work session to discuss a possible zoning text amendment; at which time it was determined that the code would not be amended to allow for automotive repair businesses in residentially zoned districts.

Berg stated a Compliance and Limited Enforcement Waiver Agreement was drafted by the City Attorney and fully executed by both parties on May 26 2022 to allow B-Roc's, Inc. to continue operation at this location while a search for a commercial property to relocate the business could be done.

Berg noted the Compliance and Limited Enforcement Waiver Agreement is set to expire on May 31, 2023. Broc Vierzba is requesting an extension due to his inability to locate a suitable property in which he can relocate the business.

Berg requested the City Council discuss the extension request and provide direction to staff in regards to this matter.

Mundle stated I'll make a motion to approve an extension request for approximately one year (May 31, 2023 – May 31, 2024). Smith stated I'll second. Harrington asked any discussion?

Mundle asked if there has been progress on the attempts to find a new location. Davis responded staff had a meeting with Mr. Vierzba approximately six weeks ago where Mr. Vierzba indicated he had made several attempts to relocate the property but was having a difficult time finding a place in the city.

Smith stated he was at the property today and it looked like it was a fine setting. He indicated he could not figure out why Planning would say no to it. Davis responded at the time this was brought up, there had been seven complaints from the neighborhood. He stated there was a complaint

concerning a little girl who was almost hit by a delivery truck, along with numerous complaints about increased traffic and driving at high speeds. He believed the business generated extraordinary amount of traffic that was normally associated with an IUP. He noted Mr. Vierzba was very cooperative in working with the City and he believed there are some valid complaints, but the City decided Mr. Vierzba would be given an extension to relocate and Mr. Vierzba has apparently made some efforts to find a new location but has not yet been successful.

Smith asked when complaints were received are they written and signed. He noted this business has been there for 11 years. Davis responded they are not written and signed, but they are made by people who have given their names.

Smith suggested a complaint form be made to be filled in and signed by the person making the complaint. Davis noted this was also an illegal activity in this zone; an auto repair shop cannot be operated in a residential zone. Smith noted he has been doing this for 11 years though.

Davis stated the City's policy is if there are no complaints, staff did not go after anyone, but in this situation there were several complaints received. He indicated the City also did not accept anonymous complaints.

To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

8.0A.2 Res. 2023-24 and Res. 2023-25, 19848 E. Bethel Blvd NE

Berg stated on June 19th, 1996 the East Bethel City Council adopted Resolution 1996 - 30 and further adopted amended Resolution 1996 – 30A on October 16, 1996 regarding a property division and combination at or near 19848 E. Bethel Blvd. NE.

Berg noted at the conclusion of the division and subsequent a real estate transaction, one of the two new parcels (PIN: 22-33-23-33-0004) was intended to be combined with that of the new owner (PIN: 22-33-23-34-0002), as a condition of the approved property division. The condition was due to a lack of road frontage and access as required by Chapter 66 – Subdivisions - Article VI. – Design Standards - Sec. 66-163. - Lots. (e) Lot frontage. All lots must have frontage on a public street. The required lot frontage is measured at the public right-of-way. Flag lots are prohibited.

Berg indicated subsequently, the proposed combination request was sent to Anoka County Property Records where it was rejected as a result of parcels being located in two adjacent watersheds. PIN: 22-33-23-33-0004, the new parcel, is located in the Upper Rum River WMO while PIN: 22-33-23-34-0002, is located in the Sunrise River WMO. Resolution 1996 – 30A was adopted to include the provision that the parcels cannot be combined and therefore not be sold individually without City Council approval.

Berg stated on April 14th, 2023 the City received a fully executed purchase agreement and property division between Ahmed Phuly, 19848 E. Bethel Blvd. NE and TH Construction of Anoka. The purchase agreement is contingent upon city approval of a division of 19848 E. Bethel Blvd. NE and the independent sale of PIN: 22-33-23-33-0004 from PIN: 22-33-23-34-0002. Phuly is proposing to divide 1.74 acres off of his existing 6.23-acre parcel (PIN: 22-33-23-34-0002) creating a two separate parcels. Appendix A – Zoning. Section 42. – Rural Residential (RR) District. 7. – Development Regulations A. Minimum lot regulations. 1.) Lot Area Two acres, with a density not to exceed one unit per two and one-half acres. Granting Phuly's division request will create a lot below the minimum lot area however, under the purchase agreement TH Construction of Anoka, who owns PIN: 22-33-23-34-

0005, the 20.76 acres adjacent to and immediately south, would be combining the two creating a 22.50-acre parcel eliminating the minimum lot area concern.

Berg indicated additionally, in the contract TH Construction of Anoka is proposed to purchase PIN: 22-33-23-33-0004, the 16.72-acre parcel, identified in Resolution 1996-30A, as needing City council approval prior to sale. TH Construction of Anoka owns PIN: 22-33-23-33-0002, an adjacent 5.13-acre parcel, which will be combined with PIN: 22-33-23-33-0004 creating a new 21.85-acre parcel. The two newly created parcels, although in two different watersheds cannot be combined however, they are adjacent to one another eliminating the ordinance requirement of Lot Frontage.

Berg stated this division and subsequent combinations will leave Phuly with a 4.66-acre parcel at 19848 E. Bethel Blvd NE (PIN: 22-33-23-34-0002) which meets all minimum lot standards outlined by City Code and eliminates the restrictions identified in Resolution 1996-30A.

Berg recommended approval of a lot division for PIN: 22-33-23-34-0002 and subsequent combination of the 1.74 acres with PIN: 22-33-23-34-0005, with the conditions set forth in Resolution 2023-24. Additionally, staff recommends approving the independent sale of PIN: 22-33-23-33-0004, separate from PIN: 22-33-23-34-0002, as identified in Resolution 1996-30A, with the conditions set forth in Resolution 2023-25.

Lewis stated I'll make a motion to approve Resolution No. 2023-24, A Resolution Approving the Administrative Lot Split for PIN 22-33-23-34-0002, 19848 E. Bethel Blvd. NE, East Bethel, MN. Mundle stated I'll second. Harrington asked any discussion?

Harrington asked for an explanation where the watershed districts were. Berg pointed out where the watershed districts were on the map.

To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

Smith stated I'll make a motion to approve Resolution 2023-25, A Resolution Approving the Sale of PIN 22-33-23-33-0004, 19848 E. Bethel Blvd. NE, East Bethel, MN, Separately from PIN 22-33-23-34-0002. Miller stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

8.0 B Engineer Report

None.

8.0 C City Attorney

None.

8.0 D Finance

None.

8.0 E Public Works

None.

8.0 F Fire Department

None.

8.0 G City Administrator Report

8.0 G.1 May 2023 Work Meeting Agenda

Davis stated Council's monthly Work Meeting is scheduled for Monday, May 1, 2023 at 7:00 PM. The following item(s) are recommended for discussion: City Council Minutes Discussion; Discussion of a

Conduit Bond Issuance Proposal for a potential Cambia Hills purchaser; SRWMO Compromise Agreement; and review of Roads and Parks Capital Improvement Program.

Davis recommended that City Council set the agenda item(s) as presented or other items as desired for the May 1, 2023 Work Meeting.

Smith requested a discussion regarding storage containers be added.

Miller stated I'll make a motion to approve the Work Meeting agenda as presented. Smith stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

8.0 G.2 Town Hall Meeting Agenda

Davis stated the Spring Town Hall Meeting is scheduled for April 26, 2023. He reviewed the agenda.

Davis noted representatives from the Anoka County Highway Department and the Anoka County/Blaine Airport Commission will be present in the 6-7 PM Informal Session for any questions residents may have regarding their services.

Davis requested the City Council approve the agenda for the Spring Town Hall Meeting.

Lewis stated I'll make a motion to approve the agenda for the Spring Town Hall Meeting. Smith stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

8.0 G.3 Temporary ACO Contract

Davis stated the City's contract kennel facility for impound and quarantined dogs, Animal Humane Society Coon Rapids, was identified with canine influenza in one of their shelters. This was reported to the Minnesota Board of Animal Health and their facility will be closed for a period of 4-8 weeks beginning April 6, 2023 to isolate the infection.

Davis indicated in the interim, the City needs to temporarily contract this service with another provider. The nearest facility that meets our requirements is Isanti County Animal Control in Ogilvie, MN. Staff did find a service in North Branch but they only take dogs during normal business hours, Tuesday – Saturday, and would not accept dogs that were quarantined for bite incidents

Davis stated the City will only incur charges should dogs be taken to Isanti County Animal Control and not claimed by their owner.

Davis recommended the City Council approve a temporary contract for services with Isanti Animal Control to provide impound and quarantine kenneling for a term of 90 days.

Larson noted he had reviewed the contract and had approved it.

Mundle asked if they do not need the full 90 days, did they have to give them 30 days' notice. Davis responded they would just let it expire. He indicated if the City did not use their services, there was no charge.

Mundle asked if the City was contracted to use them exclusively if the canine influenza at the other facility got better quickly and reopened. Davis responded no, they are only contracted with them if the City requests their service.

Mundle stated I'll make a motion to approve a temporary contract for services with Isanti Animal Control to provide impound and quarantine kenneling for a term of 90 days. Lewis stated I'll second. Harrington asked any discussion? To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

9.0 – Other Items

9.0 A Staff Report

Davis stated he had no reports.

9.0 B Council Reports

Smith stated he attended the EDA meeting and when it came to the staff reports it was noted there was good news about Cambia Hills, there was a buyer interested, and they are in the final stages of putting that all together. He stated he had not heard anything about this and it was news to him. Davis responded the news had just broken. He indicated the process for the City is that they are going to discuss the bond issue at the Work Meeting. The receiver has announced someone wanted to purchase the facility and this was the breaking of the news.

Smith stated this was broken at the EDA without letting any other Councilmembers know anything about it. He asked if the Council shouldn't have known about this. Davis stated he thought everybody knew about it.

Smith asked how they would know. Harrington believed Smith had made a comment at the last meeting about Cambia Hills and everyone should be involved in these meetings, so he must have known about it.

Smith stated he did not know anything about this. Harrington stated Smith had made the comment about it.

Smith asked if Harrington was here when the Superintendent was here. Harrington stated he was in attendance when the school Superintendent was at Council.

Smith stated now they got a letter as of 3 this morning basically going against everything that they had said. Davis stated from what they've said, the City has done their part and what the School District was saying was a separate thing.

Smith asked who authorized Davis and Harrington to act on their behalf. Harrington noted Lewis was there too.

Smith stated Lewis was at one meeting. He asked if they are supposed to do this all together. Davis responded they are, but they did not authorize anything. He noted they had a preliminary meeting with the School Chairman and the School District Superintendent at their request and they told them that there was some discussions going on about Cambia Hills and they would be kept posted. With that, they said that they would like to come to City Council and present what some of their plans were and how they wanted to work with the City and he told them there may be some questions about Cambia Hills that might come up. He stated they never authorized anything – they only informed them of some things going on.

Smith stated he has had a lot of complaints from people just with the EDA calling him asking what was going on and that this was a done deal. Davis responded this was not a done deal.

Smith stated from Davis's comments and the way they took it (he did too) is that this is the final process and it was going forward. Davis responded no, this was still preliminary. He said there was a potential buyer but there still were a lot of things that needed to be worked out.

Miller stated there were questions in his mind also. He said Davis said, "The best news of all, negotiations are in the final phase of discussion and we should be announcing they have a deal within the next couple of weeks." He stated that was where he was confused also as they had just heard about this.

Mundle assumed that was between the receivership and the interested party interested in purchasing it – that their talks among themselves were at the final stages. Davis responded that was correct and this was all contingent too on what the City decides on the conduit bond issue, which was going to be discussed at the Work Meeting and also on what they can work out with the School District.

Miller stated Davis created confusion as he was watching this and all of a sudden the best news was coming out and it was in the final phases and they were going to announce it. Davis acknowledged he could see where there could be some confusion and if he misspoke, he apologized.

Lewis asked Davis to please redouble his efforts when there were meetings between him and the Mayor to inform the rest of the Council ASAP. He believed that would avoid a lot of this. He indicated he was in that meeting, but he was also surprised by what he heard when he watched the EDA meeting. He stated that was what they were getting at and asked Davis to redouble his efforts to make sure they are all in the same loop at the same point at all times. Davis responded he would.

Smith stated he also had a question about the closed session regarding Gimpl's lawsuit against the City. He stated he was concerned that the Mayor and Davis had attended a mediation and the rest of the Council knew nothing about this. He asked if the rest of the Council should be informed about this. Davis responded it was over and there wasn't anything to report. He stated they were asked to come to the mediation; they had no input in it; they reported that was why they had the closed session.

Smith stated the way the City should be run was through the Council, which meant all of them and Davis worked for them. Davis responded that was correct.

Smith stated it bugged him when things were going on and they get secondhand information on it after the fact and it was done. He asked Davis to let the rest of the Council know what is happening and if he has any questions about it, to ask him. Lewis responded, "Ditto". Davis stated he understood.

Smith stated on December 12, when they met (himself, Miller, and Lewis) they had talked about how they were going to get key cards and codes to the buildings and they had not received anything. He asked if there was a reason. Davis responded he did not know if they wanted key cards to everything but if they do, all they have to do is to direct him to do it.

Smith directed Davis to do it. He asked if they needed to make a motion. Davis responded yes.

Smith stated I'll make a motion to give the Council key card access to all of the buildings the City owns for inspection purposes. Lewis stated I'll second. Harrington asked any discussion?

Lewis asked how they quantify that as he did not want key cards for everything. But if a Councilmember wants them that's okay. Davis noted there were different keycards for each system.

Smith stated he wanted to inspect the buildings on his own time and he did not want to take staff/employees time. He indicated he wanted to check on the maintenance.

Smith asked if he was clear on this. Davis responded he was.

To the motion, all in favor say aye. **Smith, Lewis, and Miller.** Harrington asked any opposed? **Mundle and Harrington** That motion passes. **Motion passes 3-2.**

Miller stated he had no report.

Mundle stated the EDA meeting had a presentation by the Connexus Energy Community Engagement person. At the next EDA meeting, they will have representatives from the U of M. He noted highway cleanup was this weekend at 11:00 a.m. at St. Andrews Church.

Lewis stated he had no report.

Harrington stated he had no report.

9.0 C Other

None.

10.0 Adjourn

Lewis stated I'll make a motion to adjourn. Miller stated I'll second. To the motion, all in favor say aye. **All in favor.** Harrington asked any opposed? That motion passes. **Motion passes unanimously.**

Meeting adjourned at 8:47 PM.

Submitted by:
Kathy Altman
TimeSaver Off Site Secretarial, Inc.

AbdoSolutions.com

May 2, 2023

Management, Honorable Mayor and City Council
City of East Bethel
East Bethel, Minnesota

The following sets forth the engagement of our services for the certified audit of the accounts of the City of East Bethel, Minnesota (the City).

We will audit the financial statements of the City for the years ending December 31, 2023, 2024 and 2025 in accordance with auditing standards generally accepted in the United States of America. Our audit will include tests of the accounting records and other procedures we consider necessary to enable us to express an opinion that the financial statements are fairly presented, in all material respects, in conformity with the financial reporting provisions of the Minnesota Office of the State Auditor.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that a material misstatement may exist and not be detected by us. In addition, an audit is not designed to detect errors, fraud, or other illegal acts that are immaterial to the financial statements. However, we will inform you of any material errors and any fraud that comes to our attention. We will also inform you of any other illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods of which we are not engaged as auditors.

We will perform the auditing services discussed above for the calendar years 2023, 2024 and 2025.

Year	City Audit
2023	$ 25,500
2024	26,750
2025	28,000

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

- Our fee does not include additional audit services related to requirements of a single audit if one would be required. Nor does it include fees for additional time require for implementation of additional governmental accounting standards. Those fees would be discussed and agreed to prior to performing the services.

- Our fee includes the city audit, the required management communication letter, the Auditors Report on Minnesota Legal Compliance, the auditor presentation to the Council, and general consulting related to the audit.

Edina Office
5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090

Mankato Office
100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727

Scottsdale Office
14500 N Northsight Blvd, Ste 233
Scottsdale, AZ 85260
P 480.864.5579

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 peer review letter accompanies this letter.

We appreciate the opportunity to continue service with the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return a copy to our office. If you have any questions, please contact Brad Falteysek at (952) 715.3004.

Very truly yours,

Abdo

Brad Falteysek, CPA
Governmental Services Partner

RESPONSE:

This letter correctly sets forth the understanding of the **City of East Bethel, Minnesota.**

Signature: _____
Mayor

Date: _____

Signature _____
City Administrator

Date: _____

BradyMartz

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 10, 2020

To the Partners of
Abdo, Eick and Meyers, LLP
and the Peer Review Committee of the Nevada Society
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Abdo, Eick and Meyers, LLP (the firm) in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; audits of employee benefit plans, and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Abdo, Eick and Meyers, LLP in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Abdo, Eick and Meyers, LLP has received a peer review rating of *pass*.

Brady Martz

Brady Martz and Associates, P.C.

City of East Bethel
City Council Meeting
Agenda Item Information

Date: May 8, 2023

Agenda Item Number: 7.0 A.1

Agenda Item: Variance – Reduction of Side and Front Yard Setbacks for Drain Field Placement – 19141 E. Front Blvd. NE.

Background Information: On May 16, 2022, the city received an application from the owner of 19141 E. Front Blvd. NE, to allow the upgrade an existing outhouse to a Type III Subsurface Sewage Treatment System (SSTS), to make the cabin a future habitable residence. Due to the size of the .17 Acre Lot, the proposed system design included the placement of a box mound which encroached on property lines and required city permission or variance for its use. City Staff subsequently approved the permit, and the system was installed in July of 2022. During a final inspection, it was noted the installed septic box mound constructed within the required setbacks. A variance for a reduction of the side and front yard setbacks should have been sought and approved prior to installation.

The applicant applied for a variance, after the fact, for the setback encroachments. City Staff began gathering information in preparation for a variance public hearing. Inconsistencies were discovered in the existing survey (2004) on file, the drawing submitted with the septic system permit application and what was built. A site visit was conducted for the purposes of confirming measurements, and City Staff concluded the site didn't match either the 2004 survey or the drawing submitted in the application. City Staff contacted the applicant and requested a new certificate of survey be completed (Attachment 4). The new survey identified that the new septic box mound was not only encroaching on the front and side yard setbacks, but a portion of it was also in the city right of way. City Staff consulted with the City Attorney to determine the best course of action to address the circumstances. It was the recommendation of the City attorney that in addition to obtaining variance approval, a License and Use Agreement would need to be drafted to authorize the use the portion of the E. Front Blvd. City Right-of-Way.

The applicant is requesting a variance to reduce the Southern side yard setback standard from 10 feet to 0 - 3 feet, the Northern side yard setback from 10 feet to 6 - 7 feet and the Western front property line from 10 feet to -0.6 feet and -1.7 feet for the placement of a septic box mound.

The system meets setback requirements of neighboring deep wells.

Consideration of a variance requires the following three-factor test for practical difficulties:

- The first factor, a test of reasonableness, means that the landowner would like to use the property in a practical way but cannot do so under the rules of the ordinance.

  <u>In this case:</u>

  Septic systems are required for a home to be considered habitable. The approval of the variance would allow this property to be used as a residential use.

- The second factor is, a test of uniqueness, the issue for the variance is due to circumstances unique to the property and not caused by the landowner. The uniqueness generally relates to the physical characteristics of the particular property.

  In this case:

  The property has limited space for a drain field due to the lot sizes created by this 1920's era plat.
  There is an 8 foot change in elevation from the front lot line (E. Front Blvd. NE) to the Ordinary High Water Level (OHWL) at the shoreline.
  Minn. R. 7080.1500 requires that a SSTS constructed in a Shoreland area must have at least three (3) feet of vertical separation distance between "redox features" (evidence of groundwater) and wastewater saturated soils (distribution medium). This properties redox feature was located at 1.5 feet (18 inches) below the existing grade at its deepest uphill location.
  Current setback requirements for wells and structures and DNR lakeshore regulations.

- The third factor is, that a variance would not alter the essential character of the neighborhood. This factor is used to consider whether the resulting structure or improvement will be out of scale, out of place, or otherwise inconsistent with the surrounding area. When applying this test to a setback reduction, the visual impact or use of the building or improvement relative to the surrounding dwellings is the emphasis of assessment. For example, when thinking about the variance for an encroachment into a setback, the focus is how the particular building will look closer to a lot line and if that fits in with the character of the area.

  In this case:
  The Coon Lake Residential District has had a significant number of septic variances issued due to smaller lot sizes and the age of this neighborhood.

  Zoning and setback changes have occurred since this neighborhood was originally platted in 1925 which has led to a variety of placements of structures, fences and landscaping.

  A neighboring property (4640 E. Front Blvd. NE) was granted a license in April 2012 (Attachment 8) to use a portion of Sylvan St. for placement of a septic tank, piping and a new deep well, in order to upgrade a failing septic system on the property due to limited lot size. In 2012, setback requirements were narrower than current regulations.

Planning Commission Action: City Staff took numerous calls as a result of the Public Hearing Notice Publication and distribution. There were various levels of support and opposition. At the April 25th, 2023 Planning Commission held a public hearing regarding the variance request for the installation of a septic box mound within side yard and front yard setbacks at 19141 E. Front Blvd. NE. The applicant spoke of the incompleteness of the project and their intention to improve the property. Five residents signed up and spoke in opposition to the variance for various reasons.

The Planning Commission's recommendation, by a 5 – 0 vote, to the City Council on Resolution 2023-19 is to deny the variance request.

City Council Recommendation: City Staff request that City Council make a determination on the variance request to the standard and not allow the installation of a septic mound at the southern side yard setback standard from 10 feet to 0 - 3 feet, the northern side yard setback from 10 feet to 6 - 7 feet and the western front property line from 10 feet to -0.6 feet; -1.7 feet for the placement of a septic box mound at 19141 E. Front Blvd. NE with the following conditions:

1. A Certificate of Survey must be submitted indicating the septic system location to verify setbacks.
2. A Monitor and Mitigation Plan must be submitted and approved.

Attachments:

1. Resolution 2023-19, Approving/Denying Variance to the standard for the installation of a septic mount within side and front yard setbacks.
2. Location Map
3. Aerial of Property
4. Certificate of Survey
5. 19141 E. Front Blvd. NE - License & Use Agreement
6. Comparison Map
7. 4640 E. Front Blvd. NE - Septic As Built
8. 4640 E. Front Blvd. NE - License & Use Agreement

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

CITY OF EAST BETHEL
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION NO. 2023-19

A RESOLUTION **GRANTING** VARIANCE FOR THE REDUCTION IN SETBACK FROM THE FRONT PROPERTY LINE FROM TEN FEET TO ZERO FEET FOR THE INSTALLATION OF A SEPTIC SYSTEM DRAINFIELD PROPERTY LOCATED AT 19141 E. FRONT BLVD. NE (PIN 25-33-23-42-0012), LEGALLY DESCRIBED AS:

> COON LAKE EAST FRONT LOT 41 COON LAKE E FRONT INCL ABUTTING 30FT OF VACATED ST. INCLUDING STRIP OF LAND VACATED 4/19/68 ADJOINING LAKE & ADJ TO SD LOT

WHEREAS, the property owner requested a variance for a reduction in setbacks from the south side yard property line from 10 feet to 0 to 3 feet; north side yard property line from 10 feet to 6 to 8; front yard setback from 10 feet to 0 feet for the placement of a septic system box mound, and;

WHEREAS, the Minnesota Septic Code requires the approval of a variance to the standards by the governing municipality, per Minnesota Rule Chapter 7080; and,

WHEREAS, the Planning Commission held a public hearing on April 25th, 2023; and,

WHEREAS, the Planning Commission finds the request:

1. Is a reasonable request:
    - Minnesota Septic Code allows municipalities to grant variances to the standards.
    - The issuance of a variance for the drain field box mound installation is necessary for this home to continue to be a habitable structure.
2. Is due to circumstances unique to the property, not caused by the landowner;
    - Because of existing lot sizes within this subdivision, setback requirements from wells and residences, and the high water table in this area, the property has limited space for a compliant drain field.
3. Will not have a negative effect on the characteristic of the neighborhood;
    - The Coon Lake Residential District has had numerous septic variances issued.
    - With a number of the older systems needing to be replaced in this area, this variance request is quite common and granting this variance will not change the essential character of the Coon Lake Residential District.

WHEREAS, the City Council approves of the variance request.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the variance to the standards to allow for the installation of a septic system box mound, 0 feet to 3 feet from the south side yard property line, 6 feet to 8 feet from the north side yard property line and 0 feet from the front yard setback on property located at 19141 E. Front Blvd. NE. with the following conditions:

1. A Certificate of Survey must be submitted indicating the septic system location to verify setbacks.
2. A Monitor and Mitigation Plan must be submitted and approved.

Adopted this 8th day of May, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

_____
Tim Harrington, Mayor

ATTEST

_____
Jack Davis, City Administrator

CITY OF EAST BETHEL
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION NO. 2023-19

A RESOLUTION **DENYING** VARIANCE FOR THE REDUCTION IN SETBACK FROM THE FRONT PROPERTY LINE FROM TEN FEET TO ZERO FEET FOR THE INSTALLATION OF A SEPTIC SYSTEM DRAINFIELD PROPERTY LOCATED AT 19141 E. FRONT BLVD. NE (PIN 25-33-23-42-0012), LEGALLY DESCRIBED AS:

> COON LAKE EAST FRONT LOT 41 COON LAKE E FRONT INCL ABUTTING 30FT OF VACATED ST. INCLUDING STRIP OF LAND VACATED 4/19/68 ADJOINING LAKE & ADJ TO SD LOT

WHEREAS, the property owner requested a variance for a reduction in setbacks from the south side yard property line from 10 feet to 0 to 3 feet; north side yard property line from 10 feet to 6 to 8; front yard setback from 10 feet to 0 feet for the placement of a septic system box mound, and;

WHEREAS, the Minnesota Septic Code requires the approval of a variance to the standards by the governing municipality, per Minnesota Rule Chapter 7080; and,

WHEREAS, the Planning Commission held a public hearing on April 25th, 2023; and,

WHEREAS, the Planning Commission finds the request:

1. Is potentially a reasonable request:
    - Minnesota Septic Code allows municipalities to grant variances to the standards.
    - The issuance of a variance for a SSTS is necessary for this home to upgraded to be a habitable structure.
2. Is partially due to circumstances unique to the property, not caused by the landowner;
    - Because of existing lot sizes within this subdivision, setback requirements from wells and residences, and the high water table in this area, the property has limited space for a compliant drain field.
    - Alternative SSTS, by variance, maybe an alternative.
3. Will have a negative effect on the characteristic of the neighborhood;
    - The septic box mound is located on the front property line.
    - The placement of the septic box mound prohibits the parcel from being accessed off of the maintained city right-of-way.

WHEREAS, the Planning Commission recommends to the City Council <u>denial</u> of the variance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby denies the variance to the standards to allow for the installation of a septic system box mound, 0 feet to 3 feet from the south side yard property line, 6 feet to 8 feet from the north side yard property line and 0 feet from the front yard setback on property located at 19141 E. Front Blvd. NE.

Adopted this 8th day of May, 2023 by the City Council of the City of East Bethel.

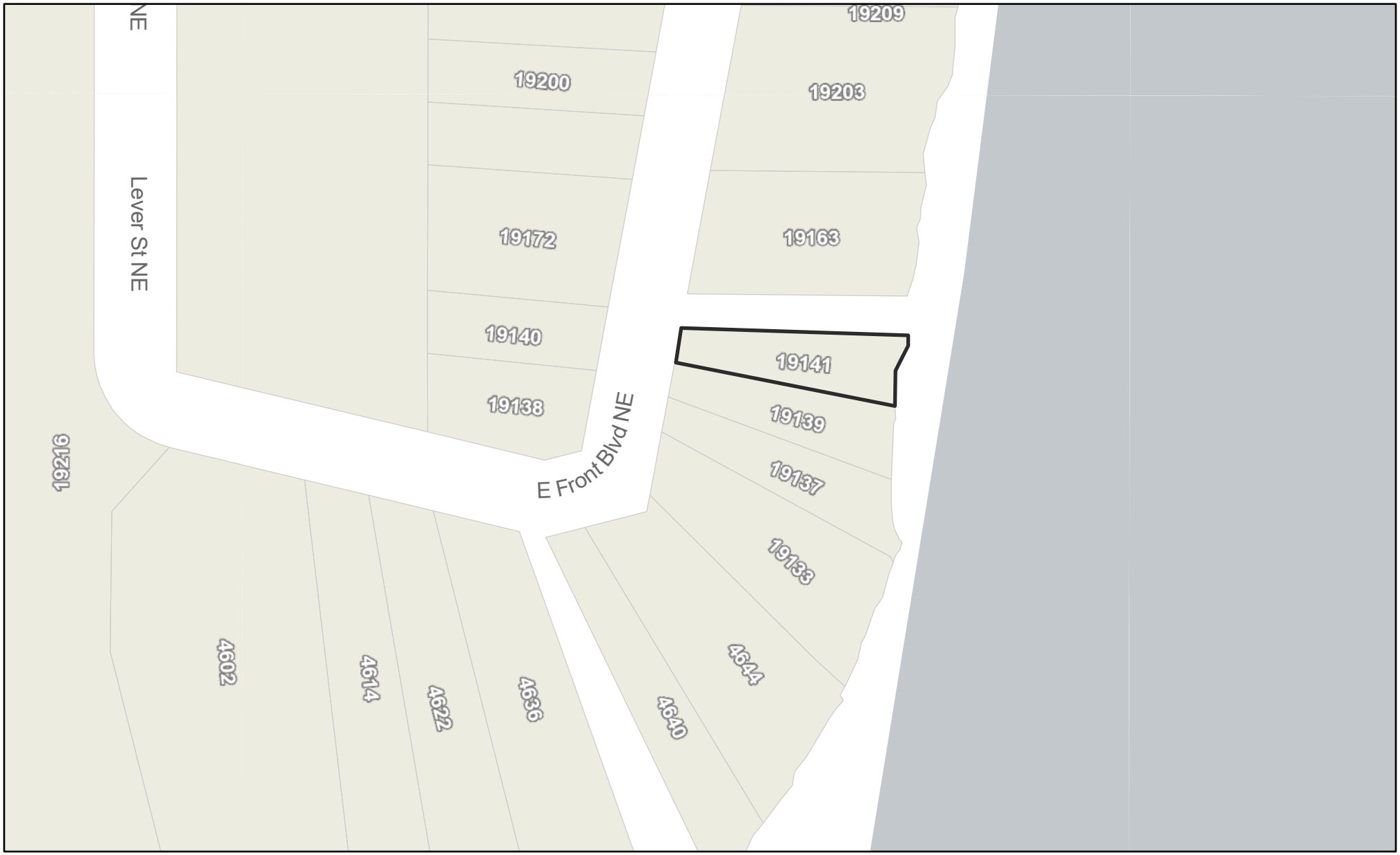
CITY OF EAST BETHEL

_____
Tim Harrington, Mayor

ATTEST

_____
Jack Davis, City Administrator

19141 E. FRONT BLVD. NE



1 inch equals 106 feet

Address Labels

City Mask

N

September 27, 2022

Map Powered By DataLink

19141 E. FRONT BLVD. NE

1 inch equals 53 feet

Parcels

City Mask

N

September 27, 2022

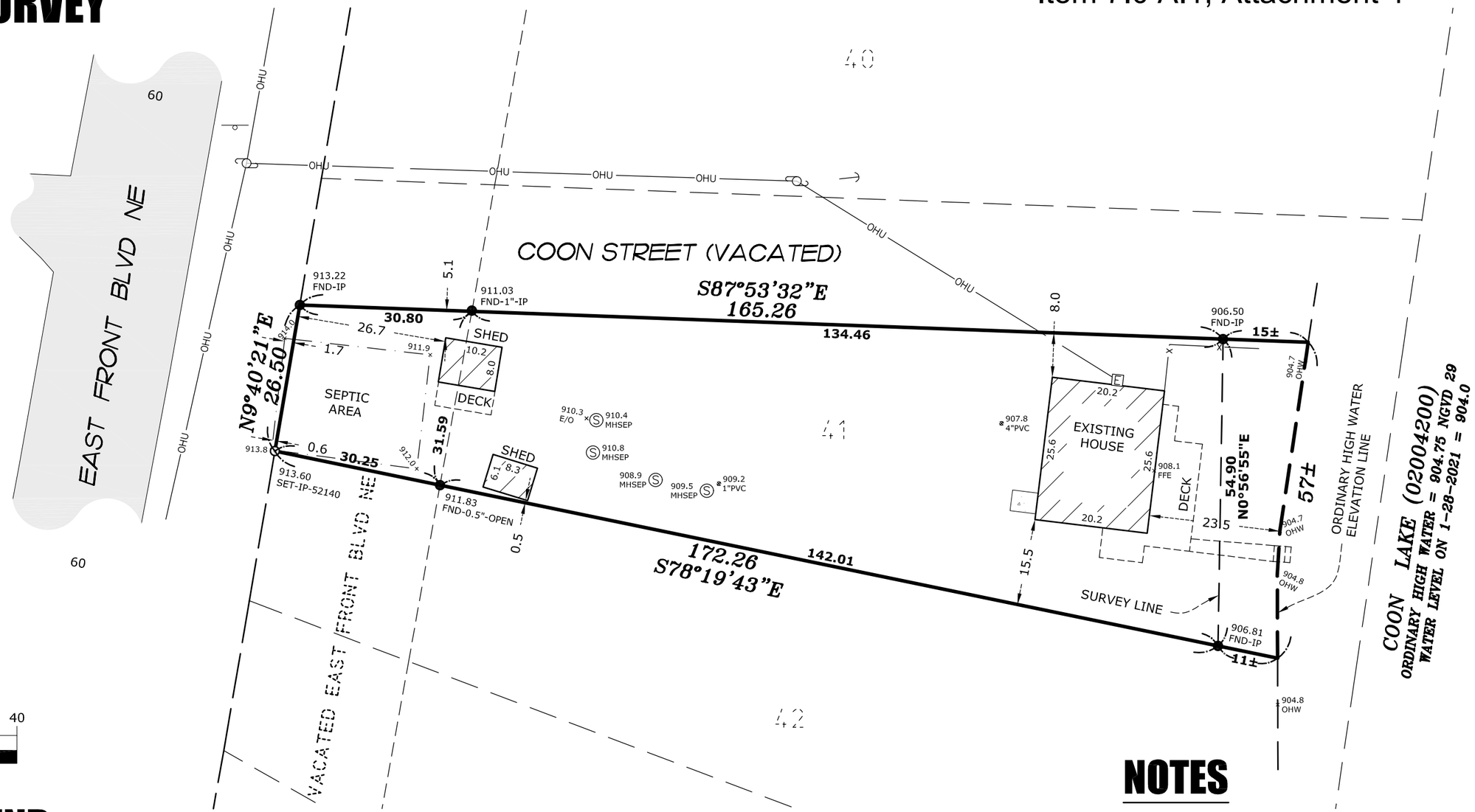
Map Powered By DataLink

CERTIFICATE OF SURVEY

~for~ JIM MOSKALIK
~of~ 19141 EAST FRONT BLVD.
EAST BETHEL, MN

IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA	7,488 S.F.
HOUSE	518 S.F.
SHEDS	132 S.F.
CONCRETE	17 S.F.
TOTAL IMPERVIOUS SURFACE	667 S.F.
PERCENT IMPERVIOUS	8.9%



LEGEND

- ● DENOTES IRON MONUMENT FOUND AS LABELED
- ○ DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- X 952.36 DENOTES EXISTING SPOT ELEVATION
- DENOTES GUY WIRE
- DENOTES POWER POLE
- DENOTES SIGN
- Ⓢ DENOTES SANITARY SEWER MANHOLE
- —x—x— DENOTES FENCE
- —OHU— DENOTES OVERHEAD UTILITY
- DENOTES CONCRETE SURFACE

Lot 41, COON LAKE EAST FRONT, adjacent vacated East Front Boulevard NE, and strip of land adjacent to said Lot 41 and Coon Lake, Anoka County, Minnesota.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 11/02/22.
- Bearings shown are on Anoka County datum.
- Parcel ID Number: 25-33-23-42-0012.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

By: _____
Minnesota License No. 52140
Dated 15th day of November 2022

BEARING DATUM: Anoka

REVISIONS

NO.	DATE	DESCRIPTION	BY
1			
2			
3			

SCALE: 1" = 20 '
JOB NO. 221152AB
DATE: 11-03-22
DRAWN BY: BCD
CREW: TBD

E.G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

Return to:

Eric Larson
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, MN 55082

PID# 253323420012

LICENSE AND USE AGREEMENT

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LICENSE AND USE AGREEMENT

This license and use agreement (this "License Agreement") is made and entered into this _____ day of _____, 2023, by and between the City of East Bethel, a municipal corporation under the laws of the State of Minnesota (the "City"), and Molly and James Moskalik, wife and husband, (the "Moskalik's" or "License Holders").

RECITALS

A. License Holders are the fee owner of Real Property ("License Holders' Property"), 19141 East Front Blvd, Lot 41, Coon Lake East Front Subdivision, City of East Bethel, Anoka County, Minnesota, PID No. 253323420012, and legally described in **Exhibit A** attached hereto and incorporated herein by reference.

B. License Holders' Property is contiguous with the dedicated right of way of East Front Boulevard, which is a public street right of way. The License Holders have requested that they be permitted to use a portion of such right of way for the uses and purposed stated in this License Agreement. That portion of such right of way be used by the License Holders is graphically depicted in **Exhibit B** attached hereto and incorporated herein by reference and is herein referred to as the "License Area".

C. The City has agreed to grant to the License Holders a license Area for such expressed limited uses and purposes and upon the terms and conditions stated in this License Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part of this License Agreement, and of the terms and conditions hereinafter stated, the City and License Holders agree as follows:

1. **License**. Subject to all of the terms and conditions stated in this License Agreement, the City hereby grants to the License Holders a nonexclusive license (the "License") for the uses and purposes stated in Paragraph 2 of this License Agreement, in under, over and across the License Area. The City hereby authorizes the License Holders to use the License Area on a nonexclusive basis, limited to and solely for the uses and purposes and on the terms and conditions set forth in this License Agreement. The License granted by this License Agreement shall continue for the term stated in Paragraph 4 of this License Agreement. By granting the License and entering into this License Agreement, the City makes no warranty that it has good and marketable title to the License Area and the City does not agree to, and will not, warrant or defend the License or the License Holders' interest from other parties who may claim any right, title or interest in the License Area. The License is appurtenant to License Holders' Property, and may not be transferred or assigned except to an owner of License Holders' Property in connection with a lawful, and duly recorded, conveyance of License Holders' Property.

2. **Purpose of License and Use of License Area.** The License is granted for the sole purpose of permitting the License Holder's to construct, install, and maintain a private septic or sewage treatment system and water well and associated underground piping within the License Area to provide sanitary sewer and drinking water service for the residential structure located on the Licenses Holders' Property that is and remains in conformance with all applicable rules, regulations, and laws. Moreover, such septic system and well shall be constructed, maintained and installed in compliance with applicable state and local ordinances and regulations and in a location approved by the City. The License and License Holders' use of the License Area are limited to the specific purposes and uses stated in this License Agreement. No other use of or encroachment within the License Area is permitted by this License Agreement.

3. **No Property Interest**. This License Agreement and the License are personal to the

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License Holders. No interest in the title to the public right of way of East Front Boulevard is granted, created or transferred by this License Agreement. This License Agreement and the License are subject and subordinate to the prior, superior and continuing right of the City to use such public right of way as a street and for other public uses and purposes consistent with the dedication of Sylvan Street as a public street.

4. Term. The term of this License Agreement and the License shall begin on the date stated in the first paragraph of this License Agreement and shall continue until the earlier of the following dates (which earlier date is herein referred to as the "Termination Date"), namely: a) the date on which public sanitary sewer service has been extended to and is available for immediate connection to the residence located on the License Holder's property; b) the date on which the City has decided to open and improve the right of way of East Front Boulevard as it abuts License Holder's Property by the construction of public street improvements within the right of way; (c) the date upon which the city council decides to vacate the right of way pursuant to Minn. Stat. 412.851; (d) the date upon which the city council determines that it has a public use to which the land needs to be applied which is determined by the city council to be inconsistent with the purpose of this License Agreement; or (e) the variance permitting the installation of placement of the septic drain field is revoked, cancelled, or no longer legally valid. From and after the Termination Date, either party may terminate this License Agreement upon thirty (30) days written notice to the other party. Except for subdivision (e) of this section, upon which Termination shall be immediately effective, should either party wish to terminate the License Agreement and the License, such party shall serve written notice of termination on the other party and this License Agreement and the License shall terminate and be of no further effect thirty (30) days after the date on which notice of termination is given. The recordation of an Affidavit by either party that such notice of termination has been given shall conclusively

establish that this License Agreement and the License have been terminated.

4. Waiver. License Holders understand that the City is an "acquiring authority" within the meaning of Minn. Stat. § 117.50-117.56. License Holders represents to the City that they understand that this license is not a property right and that in the event of an exercise of eminent domain, License Holders are not entitled to just compensation or relocation benefits respecting the private septic or sewage treatment system and water well and associated underground piping within the License Area and to the extent License Holder may or would later be entitled to such compensation or relocation benefits License Holders agree that this License Agreement provides just compensation as well as covers Relocation rights and benefits in full and waives any and all rights, if any, to such relocation benefits.

5. Restoration. Upon termination of this License Agreement and License, License the License Holders' or their successors in title to License Holders' Property shall, if so directed by the City, immediately remove all of the well and septic system improvements from the License Area at their sole expense, restoring the License Area to substantially the same condition that existed prior to installation of the well and septic system improvements. This License Agreement does not in any way obligate License Holders to maintain the License Area or any part of the right of way of East Front Boulevard except as otherwise required by applicable state and local ordinances and regulations and except for License Holders' repair, maintenance, and replacement of the well and septic systems improvements to be installed within the License Area.

6. Identification. The License Holders agree they will defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, be require to pay arising out of the construction and placement and repair and

replacement of the well and septic system improvements within the right of way of East Front Boulevard.

7. Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be regular mail, hand delivered or sent by certified mail, return receipt requested, to the following addresses:

All notices to Licenses Holder's shall be given to this party listed as the owner and taxpayer in the real property taxation records maintained by Anoka County, Minnesota, and delivered to the address on file in such records for the owner and taxpayer of License Holder's Property.

If to City: City of East Bethel
Attention: City Clerk
2241 221st Avenue NE
East Bethel, MN 55011

Hand delivered notice shall be deemed to have been given on the date of delivery. If notice is given by certified mail, then such notice shall be deemed to have been given on the next business day following the date of mailing. If notice is given by regular mail, then such notice shall be deemed to have been given three days following the date of mailing.

8. Miscellaneous.

a. This License Agreement is made and executed in the State of Minnesota, and shall be construed and enforced according to the laws of Minnesota. Any and all legal actions, claims, or disputes between License Holders and the City shall be initiated, filed, and venued exclusively in the State of Minnesota, Anoka County, and shall not be removed therefrom to any other federal or state court.

DRAFT

b. The invalidity or unenforceability of any provision of this License Agreement shall not affect or impair the validity of any other provisions, all of which shall remain in full force and effect.

c. The paragraph or section titles and captions in this License Agreement are for convenience and reference only and do not define, limit or construe the contents of the sections and paragraphs of this License Agreement.

d. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained their respective successors and assigns.

e. Any modification to this License Agreement shall only be effective if in writing and signed by all the parties to this License Agreement.

IN WITNESS WHEREOF, the City and License Holder's have executed this License Agreement effective as of the date first above written.

City of East Bethel, Minnesota

By: _____
Tim Harrington, Mayor

By: _____
Jack Davis, Administrator

Property Owners:

DRAFT

By: _____
James M. Mosalik

By: _____
Molly E. Mosalik

THIS INSTRUMENT DRAFTED BY:

Eric D. Larson
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, MN 55082

DRAFT

EXHIBIT A

Legal Description

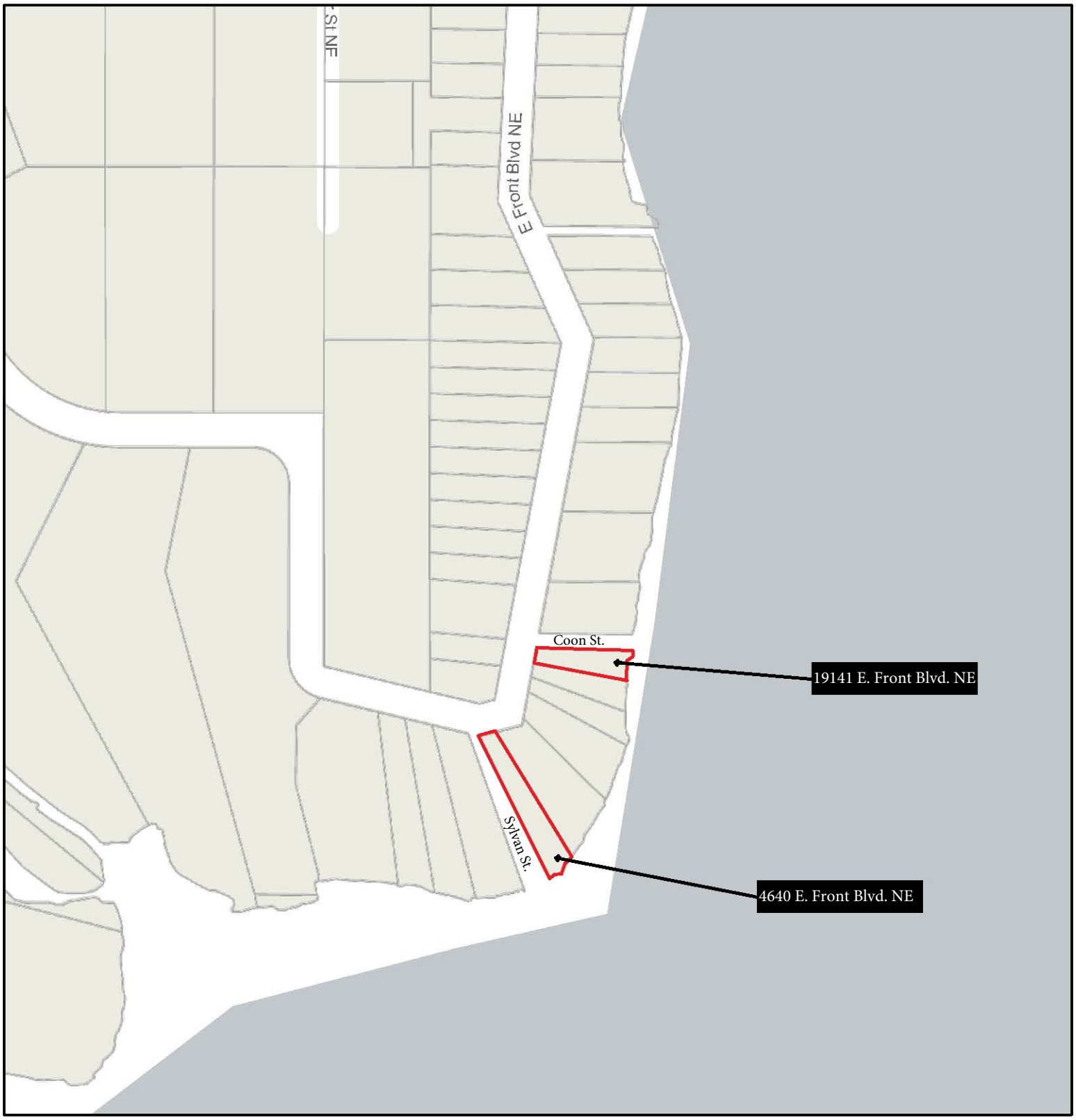
COON LAKE EAST FRONT LOT 41 COON LAKE E FRONT INCL ABUTTING 30FT OF VACATED ST. INCLUDING STRIP OF LAND VACATED 4/19/68 ADJOINING LAKE & ADJ TO SD LOT

DRAFT

EXHIBIT B

DRAFT

4640 E. Front Blvd



1 inch equals 252 feet

Parcels

City Mask

N

March 21, 2023

Map Powered By DataLink

FILE COPY

Lashinski Services, Incorporated **M.P.C.A. Certificate # 65**

1326 161st Ave. Andover, MN 55304
Office: (763) 434-3915
Fax: (763) 434-7152

August 23, 2011

XXXX XXXXXX
4640 East Front Blvd NE
East Bethel, MN 550292
XXX.XXX.XXXX

The onsite sewage treatment system at 4640 East Front Blvd in East Bethel is designed for a type II, two bedroom home in accordance with the Minnesota Pollution Control Agency (M.P.C.A.) chapter 7080 and local ordinances.

The above lot is 33' wide at the street. There is currently a shallow well and a noncompliant septic system on the property that both need to be abandoned and replaced. Because of the small lot size, a standard septic system and well cannot be installed while maintain all required setbacks. Furthermore, the lot directly to the South of this property, 4644 East Front Blvd., also has a shallow well and noncompliant septic system that cannot be replaced without the shallow well at this property being abandoned and sealed. The City of East Bethel is considering vacating the City-owned lot to the South of the property. By doing so, the homeowner would be able to installed a compliant well and septic system while maintaining all required setbacks. ?

The existing septic tank(s) are to be replaced. The tank(s) must be pumped and abandoned as per MPCA chapter 7080. A new 1650-gallon (minimum) double-compartment tank will need to be installed using the smaller compartment as a pumping chamber to lift the effluent to the proposed drainfield location. The main line from the house to the tank must be replaced with 4" SCH #40 PVC. The manhole covers on each tank must be brought to the surface for future maintenance. An effluent filter is required either in the outlet of the septic tank or the discharge of the lift tank.

The proposed soil treatment system must be at least 50-feet from the well, 20-feet from the house and 5-feet from the property line. The entire rockbed must be installed level and the rock materials clean as per MPCA chapter 7080. The homeowner is responsible for establishing a ground covering over the tanks and drainfield after construction is complete. Failure to do so can result in erosion and/or winter freezing problems.

The deep well to be drilled must be at least 50-feet from the tank and drainfield locations. The supply line from the tank to the drainfield must be at least 20-feet from the well location and air-tested as per MPCA chapter 7080. The existing shallow well must be sealed by a state-licensed well driller. All neighboring wells appear to be greater than 100-feet from the proposed ISTS location. **The homeowner is responsible for locating and disclosing any wells within 100-feet from the proposed ISTS location.**

The power supply and switches for the lift pump must be located outside the manhole and pumping chamber in a weatherproof enclosure. A warning device must be installed with both audible and visual alert in case of pump failure. The pressurized force main from the pump to the treatment area must be sloped to allow for drain back and prevent freezing.

Keep all heavy equipment off the proposed treatment area before and after construction. The treatment area should be marked off before construction**. Failure to protect the site of the proposed treatment area can result in this design being invalid and the system will need to be relocated.**

Nothing other than human waste, toilet tissue, laundry, showers, water softeners, etc. should be disposed into the septic tanks. **Iron filters must be diverted out of the system**. Garbage disposals are not recommended due to adding more solids and fine solids passing through the tanks and into the treatment area. Excessive amounts of soaps, especially anti-bacterial soaps, cleaning agents, and chlorine may kill the bacteria needed to treat septic effluent, limit the use of these cleaning agents. We recommend using liquid laundry and dish soap instead of powder. **Additives generally should not be used.**

Each tank should be pumped and cleaned through the manhole cover one year after construction, then at least once every three years thereafter by a state licensed professional. With proper installation and maintenance, this system should have no problem treating effluent properly.

Sincerely,

Ryan Lashinski

RECEIVED
MAY 04 2012
BY: Rcvd 6/4/12

City of East Bethel As-Built Form

OWNER: [redacted] **PARCEL ID NO.:** 25-33-23-42-0017

STREET/CITY/ZIP CODE: 4640 E Frontage Blvd

DESIGNER: Lashinski **ADDRESS:** 1326 161 Av **PHONE:** 434-3915 **LICENSE:** 65

INSTALLATION DATE: 5-8-12 **INSTALLER:** Lashinski **LICENSE:**

Is the system in Shoreland, serving an MDH facility, or in a Wellhead Protection area? ☒ YES ☐ NO

Number of Bedrooms/Flow Rate: 2) 300 # / gpd **Septic Tanks, No. & Size:** 1650 Split # / gal

Pump Tank Size: 600 gal **Tank Manufacturer:** K+S

Pump Size: 1/3 hp 30 gpm 15 ft of TDH **Limiting Layer Elevation/Depth:** 53" from grade / benchmark

☑ TYPE I ☐ TYPE II ☐ TYPE III ☐ TYPE IV ☐ TYPE V

☐ TRENCH ☒ BED ☐ MOUND ☐ AT-GRADE ☐ ALTERNATIVE, OTHER & PERFORMANCE

☐ WARRANTIED

Depth from surface: 16" max in **Rockbed size:** 15' x 33'

Rock or slat depth: 6" in **Absorption width:** N/A

Diameter of gravelless: N/A in **Sand depth:** N/A

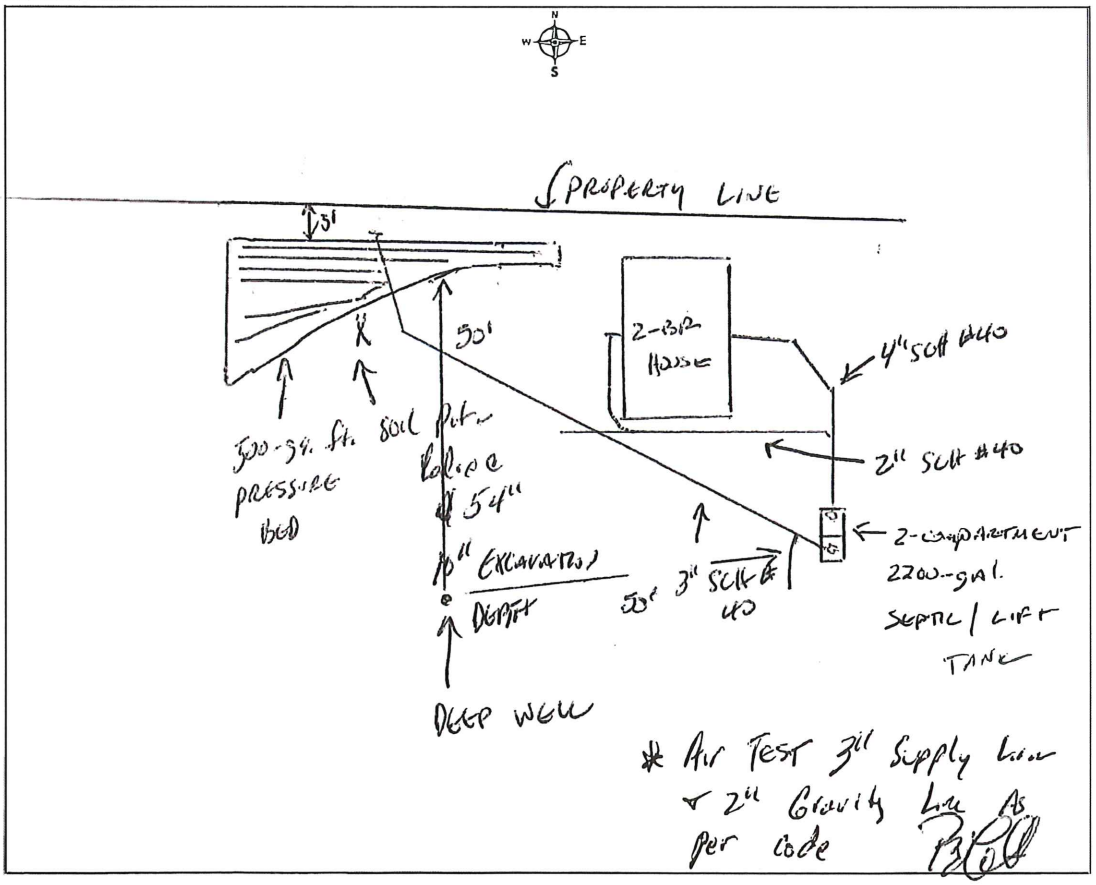
Trend width: ft

Bottom Square Feel Area 501 ft²

Describe:

DESIGN VARIANCES: SHALLOW WELL MUST BE SEAL BEFORE INSTALLATION OF NEW SYSTEM

SITE DRAWING



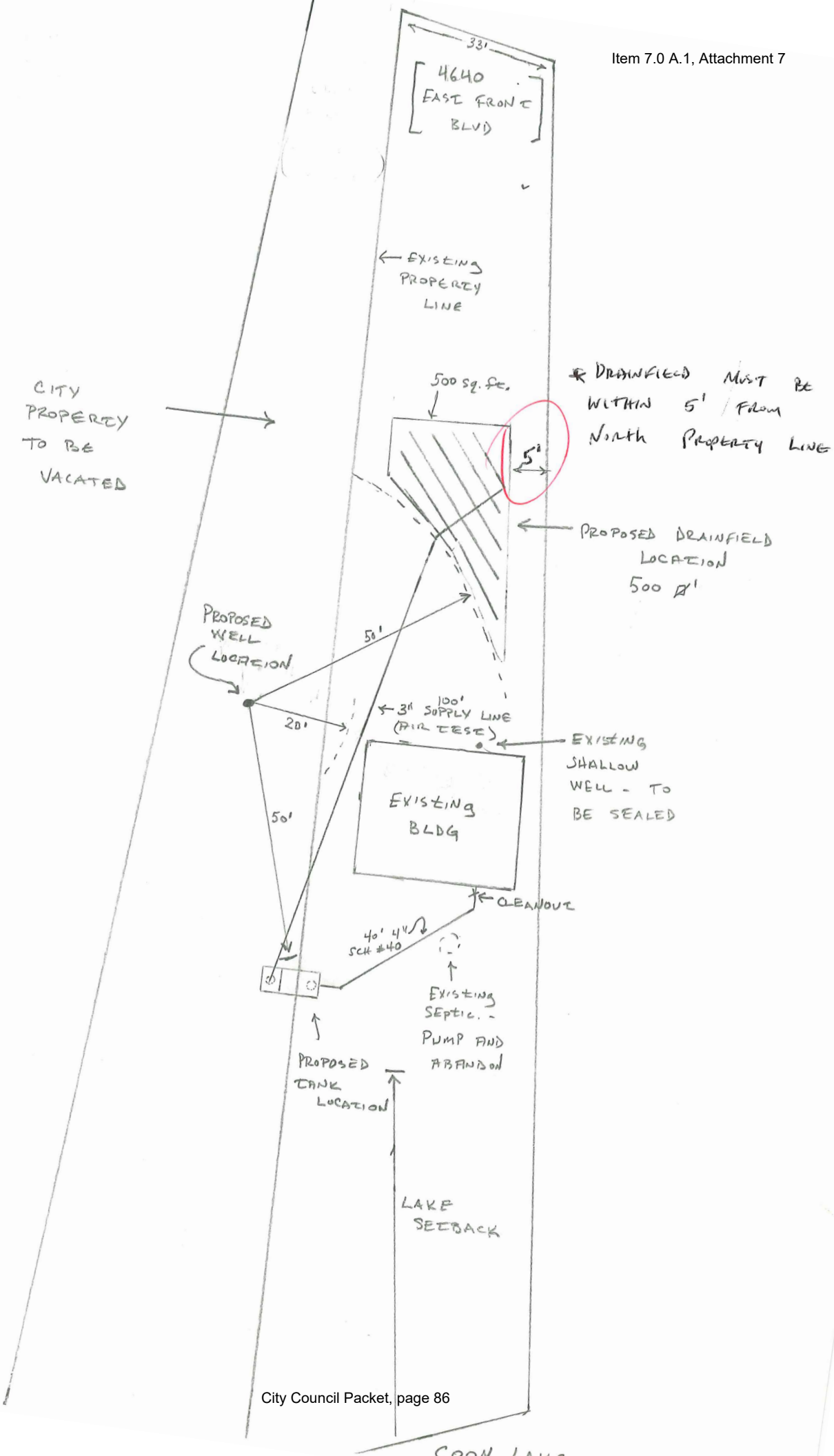
Items to be identified:

1. Septic, holding, and pump tanks, piping, and soil configuration. Label bed or trench width and length or rockbed size, absorption width, and final dimensions. Indicate alarm location.
2. Show all setbacks from tank and soil system.
   a) Property boundaries
   b) Buildings
   c) Wells
   d) Water bodies
   e) Road right-of-way
3. Improvements: *present and future*
4. Benchmark location and distance of tank and soil system from benchmark.
5. Alternate site.
6. Abandoned system.

I hereby certify that I have completed this work in accordance with applicable ordinances, rules, and laws.

Installer 65 License # 5-12-12 Date

-over-


33'
4640
EAST FRONT
BLVD
EXISTING
PROPERTY
LINE
CITY
PROPERTY
TO BE
VACATED
500 sq. ft.
* DRAINFIELD MUST BE
WITHIN 5' FROM
North PROPERTY LINE
5'
PROPOSED DRAINFIELD
LOCATION
500 ☒'
PROPOSED
WELL
LOCATION
50'
20'
100'
3" SUPPLY LINE
(AIR TEST)
EXISTING
SHALLOW
WELL - TO
BE SEALED
EXISTING
BLDG
50'
CLEANOUT
40' 4"
SCH #40
EXISTING
SEPTIC -
PUMP AND
ABANDON
PROPOSED
TANK
LOCATION
LAKE
SETBACK

LICENSE AND USE AGREEMENT

This License and Use Agreement (this "License Agreement") is made and entered into this 6th day of April, 2012, by and between the City of East Bethel, a municipal corporation under the laws of the State of Minnesota (the "City"), and XXXXXX X. XXXXXX (the "License Holder").

RECITALS

A. License Holder is the fee owner of Real Property ("License Holder's Property") situated in the City of East Bethel, Anoka County, Minnesota, and legally described in Exhibit A attached hereto and incorporated herein by reference.

B. License Holder's Property is contiguous with the dedicated right of way of Sylvan Street, which is a dedicated but unimproved public street right of way. The License Holder has requested that he be permitted to use a portion of such street right of way for the uses and purposes stated in this License Agreement. That portion of such street right of way to be used by the License Holder is graphically depicted in Exhibit B attached hereto and incorporated herein by reference and is herein referred to as the "License Area".

C. The City has agreed to grant to License Holder a License to use the License Area for the uses and purposes and upon the terms and conditions stated in this License Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein and made a part of this License Agreement, and of the terms and conditions hereinafter stated, the City and the License Holder agree as follows:

1. **License.** Subject to all of the terms and conditions stated in this License Agreement, the City hereby grants to License Holder a nonexclusive license (the "License") for the uses and purposes stated in Paragraph 2 of this License Agreement, in, under, over and across

the License Area. The City hereby authorizes the License Holder to use the License Area on a nonexclusive basis, solely for the uses and purposes and on the terms and conditions set forth in this License Agreement. The License granted by this License Agreement shall continue for the term stated in Paragraph 4 of this License Agreement. By granting the License and entering into this License Agreement, the City makes no warranty that it has good and marketable title to the License Area nor does the City agree to warrant or defend the License or License Holder's interest from other parties who may claim any right, title or interest in the License Area. The License is appurtenant to License Holder's Property, and may not be transferred or assigned except to an owner of License Holder's Property in connection with the conveyance of License Holder's Property.

2. **Purpose of License and Use of License Area.** The License is granted for the sole purposes of permitting License Holder to construct, install and maintain a private septic or sewage treatment system and water well and associated underground piping within the License Area to provide sanitary sewer and drinking water service for the residential structure located on License Holder's Property. Such septic system and well shall be constructed, maintained and installed in compliance with applicable state and local ordinances and regulations and in a location approved by the City. The License and License Holder's use of the License Area are limited to the specific purposes and uses stated in this License Agreement. No other use of or encroachment within the License Area is permitted by this License Agreement.

3. **No Property Interest.** This License Agreement and the License are personal to License Holder. No interest in the title to the public right of way of Sylvan Street is granted, created or transferred by this License Agreement. This License Agreement and the License are subject and subordinate to the prior, superior and continuing right of the City to use such public right of way as a street and for other public uses and purposes consistent with the dedication of Sylvan Street as a public street.

4. **Term.** The term of this License Agreement and the License shall begin on the date stated in the first paragraph of this License Agreement and shall continue until the earlier of the following dates (which earlier date is herein referred to as the "Termination Date", namely: a) the date on which public sanitary sewer service has been extended to and is available for immediate connection to the residence located on License Holder's property or b) the date on which the City has decided to open and improve the right of way of Sylvan Street as it abuts License Holder's Property by the construction of public street improvements within the right of way; (c) the date upon which the city council decides to vacate the right of way pursuant to Minn. Stat. 412.851; or (d) the date upon which the city council determines that it has a public use to which the land needs to be applied which is determined by the city council to be inconsistent with the purpose of this License Agreement From and after the Termination Date, either party may terminate this License Agreement upon thirty (30) days written notice to the other party. Should either party wish to terminate the License Agreement and the License, such party shall serve written notice of termination on the other party and this License Agreement and the License shall terminate and be of no further effect thirty (30) days after the date on which notice of termination is given. The recordation of an Affidavit by either party that such notice of

termination has been given shall conclusively establish that this License Agreement and the License have been terminated.

5. **Restoration.** Upon termination of this License Agreement and the License, License Holder or his successors in title to License Holder's Property shall, if so directed by the City, immediately remove all of the well and septic system improvements from the License Area, at his or their sole expense, restoring the License Area to substantially the same condition that existed prior to installation of the well and septic system improvements. This License Agreement does not in any way obligate License Holder to maintain the License Area or any part of the right of way of Sylvan Street except for the routine maintenance of the well and septic system improvements to be installed within the License Area.

6. **Indemnification.** License Holder agrees he will defend, indemnify and hold harmless the City, its officers and employees from and against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, be required to pay arising out of the construction, maintenance and placement of the well and septic system improvements within the right of way of Sylvan Street.

7. **Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

All notices to License Holder shall be given to the party listed as the owner and taxpayer in the real property taxation records maintained by Anoka County, Minnesota, and delivered to the address on file in such records for the owner and taxpayer of License Holder's Property.

If to City: City of East Bethel
Attention: City Clerk
2241 221st Avenue NE
East Bethel, MN 55011

Hand delivered notices shall be deemed to have been given on the date of delivery. If notice is given by certified mail, such notice shall be deemed to have been given on the next business day following the date of mailing.

8. Miscellaneous.

a. This License Agreement is made and executed in the State of Minnesota, and shall be construed and enforced according to the laws of Minnesota.

b. The invalidity or unenforceability of any provision of this License Agreement shall not affect or impair the validity of any other provisions, all of which shall remain in full force and effect.

c. The paragraph or section titles and captions in this License Agreement are for convenience of reference only and do not define, limit or construe the contents of the sections and paragraphs of this License Agreement.

d. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained their respective successors and assigns.

e. Any modification to this License Agreement shall only be effective if in writing and signed by all of the parties to this License Agreement.

IN WITNESS WHEREOF, the City and License Holder have executed this License Agreement effective as of the date first above written.

City of East Bethel, Minnesota

By R. Lawrence
Richard Lawrence, Its Mayor

By Jack Davis
Jack Davis, Its Administrator

City of East Bethel
City Council Meeting
Agenda Item Information

Date: May 8, 2023

Agenda Item Number: 7.0 A.2

Agenda Item: Zoning Code Amendment Recommendations

Background Information:

At the April 25th, 2023 the Planning Commission held a Public Hearing and reviewed proposed amendments to the Zoning Code, at the request of the City Council.

Recommendation:
The Planning Commission discussed the suggested amendments and have the following recommendations:

> **ARTICLE IV. Sec. 74-95 – (c)** ~~If a property owner applies for~~ *When a* building permit or variance *is applied for* that affects the capacity of the sewage treatment system~~, they~~ *it* must ~~have it~~ be evaluated. If the system is substandard, ~~they~~ it must upgrade ~~it~~ before the permit or variance is issued.

The discussion revolved around the proposed language of "If a property owner." The concern was that this would dissuaded owners from applying for any building permits. Under the premise that property owners will risk not applying for a permit at all because the word "if" is suggestive. Therefore, the recommendation was to strike, "*If a property owner"* and replace with, "When a building permit or variance is applied for".

> **ARTICLE IV. Zoning, Sec. 14. Sub. 5.** - Detached Accessory Structures

After discussion of the proposed amendment, removal of section 5.A. was agreeable to the members of the Planning Commission.

> **ARTICLE IV. Zoning, Sec. 24 –** Exterior Storage, Light Industrial, B2 and B3 Districts

> **ARTICLE IV. Zoning, Sec. 28 –** Architectural Standards

As a result of the length of the PC meeting there was limited discussion on Sec. 24 and Sec. 28. Planning Commissioners did not make any formal recommendations. There were a variety of opinions expressed, both in support of and in opposition to the proposed amendments. Sec. 24 and Sec. 28 will be placed back on the Planning Commission Agenda on May 23, 2023 for further discussion and a formal recommendation.

Attachments:

1. **DRAFT -** Sec. 74-95 – Identification and Upgrading of Substandard Sewage Treatment Facility
2. **DRAFT -** Zoning, Sec. 14. Sub. 5. – Detached Accessory Structures

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

ARTICLE IV. NONCONFORMING SEWAGE TREATMENT SYSTEMS FOR SHORELAND AREAS

Sec. 74-95. Identification and upgrading of substandard sewage treatment system.

(a) ~~Systematically review existing records and determine which sewage treatment systems are potentially substandard during the first two years that implementation funds become available.~~

The city will identify potentially substandard sewage treatment systems.

(b) ~~Concurrently, as potentially substandard systems are identified, property owners will be notified and provided with information about the pollution potential and hazard to human health by the continued use of a substandard treatment systems. They will be encouraged to voluntarily upgrade their treatment system if it is found to be substandard.~~

Property owners with substandard systems will be encouraged to upgrade voluntarily.

(c) ~~When a building permit or variance is requested for a property with a potentially substandard system, the property owner will be required to have the system evaluated and, if it is found to be substandard, the property owner must upgrade the treatment system before a building permit or variance will be issued.~~

If a property owner applies for a building permit or variance that affects the capacity of the sewage treatment system, they must have it evaluated. If the system is substandard, they must upgrade it before the permit or variance is issued.

(d) Upon review of potentially non-conforming septic systems, the city staff will identify grants and other funding opportunities available to residents to repair their septic systems. This will occur prior to sending out notifications to residents. Residents will be notified of funding and grant options available to them.

(Res. No. 1993-1, 1-6-1993)

Secs. 74-96—74-118. Reserved.

SECTION 14. DETACHED ACCESSORY STRUCTURES

These standards have been established to preserve the character of the principal structure, promote building compatibility, and provide for minimal adverse impacts to surrounding property through the implementation of height, size, location, and architectural regulations.

1. Permit regulations.

All accessory buildings and/or structures over 200 square feet in size require a building permit prior to construction, unless specifically exempt under this ordinance. Accessory structures 200 square feet or less shall not require a building permit unless otherwise required by any other ordinance or state requirement. Accessory structures 200 square feet or less shall comply with all provisions of this section and zoning district regulations.

(Ord. No. 46, Second Series, 9-25-2013; Ord. No. 2020-03, 3-9-2020)

2. General regulations.

A. No accessory building or structure shall be constructed on any lot prior to construction of the principal structure without prior approval of the city council.

B. Accessory structures located on lots that are subsequently subdivided shall be considered legal non-conforming structures.

C. Every exterior wall, foundation, and roof of accessory structure(s) shall be reasonably watertight, weather tight, and rodent proof, and shall be kept in a good state of maintenance and repair. Exterior walls shall be maintained free from extensive dilapidation due to cracks, tears, or breaks of deteriorated plaster, stucco, brick, wood, or other material.

D. All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and from decay by painting or other protective covering or treatment. A protective surface of an accessory structure(s) shall be deemed to be out of compliance if more than 25 percent of the exterior surface area is unpainted or paint is blistered or flaking. If 25 percent or more of the exterior surface of the pointing of any brick, block, or stone wall is loose or has fallen out, the surface shall be repaired.

E. [Reserved.]

F. No accessory building or detached private garage shall be located nearer the front lot line than the principal building except when the lot is three acres or greater and the existing principal building is located a minimum of 200 feet from the front lot line. Then the accessory building or detached private garage may be located closer to the front lot line than the principal dwelling, but not closer than 50 percent of the principal dwelling's setback. In the case of a corner lot, the front lot line shall be located on the side on which the principal building is addressed. The remaining lot side with street frontage shall meet the minimum front yard setback.

G. The area of a lean-to shall be included in the allowable square footage of detached accessory structures and will be subject to the square footage restrictions for a lot.

H. Accessory structures on lakeshore lots may be placed between the principal building and the lakeshore or the right-of-way, and are subject to all setbacks and lot coverage.

I. [Reserved.]

J. The structure must not be designed or used for human habitation.

K. No cellar, garage, tent, or accessory building shall be at any time be used as a residentially occupied space, independent residence or dwelling unit, either temporarily or permanently.

L. For purposes of accessing storage, accessory structures may have exterior stairs to a second story in a side or rear yard.

M. Engineered drawings are required for the permitting of all pole buildings over 2,000 square feet.

(Ord. No. 46, Second Series, 9-25-2013; Ord. No. 48, Second Series, 2-5-2014; Ord. No. 48, Third Series, 6-4-2014; Ord. No. 2020-03, 3-9-2020; Ord. No. 2021-06, 10-11-2021)

3. Architectural and design requirements.

Detached accessory structures over 200 square feet shall comply with the following:

A. Shall incorporate a finished design and color scheme that is coordinated and compatible with the color and design of the principal structure;

B. Shall include a minimum 12 inch overhang and corner trim elements;

C. Shall include two architectural features on sides directly adjacent to and visible from a public right-of-way; such as windows, doors, material/color variations, soffits, gables, dormers, and decorative lighting.

(Ord. No. 48, Third Series, 6-4-2014; Ord. No. 2021-06, 10-11-2021)

4. Size and number of accessory structures.

A. Size of accessory structure:

1) All accessory structures greater than 200 square feet must comply with the following regulations (one shed of 200 sq. ft. or less is allowed on all properties and is not included in the calculation for accessory structures).

Parcel Size	Maximum Square Feet (square footage is inclusive for all allowable structures)	Maximum No. of Detached Accessory Structures	Maximum Sidewall Height Maximum Sidewall Height A, RR, R-1, R-2 & CL Districts*
Less than ½ acres	580 square feet	1	14 feet
½ acres	960 square feet	1	14 feet

¾ acres	1,100 square feet	1	14 feet
1 acres	1,240 square feet	1	14 feet
1¼ acres	1,380 square feet	1	14 feet
1½ acre	1,520 square feet	1	14 feet
1¾ acres	1,660 square feet	1	14 feet
2 acres	1,800 square feet	2	14 feet
2¼ acres	1,950 square feet	2	14 feet
2½ acres	2,100 square feet	2	14 feet
2¾ acres	2,250 square feet	2	14 feet
3 acres	2,400 square feet	2	14 feet
3¼ acres	2,475 square feet	2	14 feet
3½ acres	2,550 square feet	2	14 feet
3¾ acres	2,625 square feet	2	14 feet
4 acres	2,700 square feet	2	14 feet
4¼ acres	2,775 square feet	2	14 feet
4½ acres	2,850 square feet	2	14 feet
4¾ acres	2,925 square feet	2	14 feet
5.0 or more acres	3,000 sq. ft., plus an additional 240 sq. ft., or increment thereof, for each additional acre	4	14 feet
Viking Preserve	200	1	8 feet

* If utilizing the 14 foot sidewall height, refer to Chapter 6: Wall bracing of the International Building Code, as your project may require engineered drawings for building permits to be issued.

a) Roof pitch shall be no less than the minimum required by the International Building Code and shall not be the focal point of the property.

b) Accessory structures shall be of similar design and building materials as the principal building. Pole buildings shall match the design of the principal structure as practical as possible.

c) Accessory structures less than 200 square feet in all districts shall be limited to a sidewall height no greater than eight feet.

B. Fire escapes, landing places, open terraces, outside stairways, cornices, canopies, eaves, window protrusions, and other similar architectural features that extend no more than two feet into the required front, side, and rear yard setback are exempt from the detached accessory structure square footage calculation.

(Ord. No. 46, Second Series, 9-25-2013; Ord. No. 48, Second Series, 2-5-2014; Ord. No. 48, Third Series, 6-4-2014; Ord. No. 2020-03, 3-9-2020; Ord. No. 2021-06, 10-11-2021)

5. Exemptions.

Properties within the A zoning district are exempt from architectural and design requirements provided the building is used exclusively for agricultural use and is constructed in accordance with all other zoning ordinance regulations.

Structures of a mobile and temporary or recreational nature provided that:

~~A. They are not used for storage purposes;~~

B. Do not adversely affect surrounding properties;

C. Are removed or placed more appropriately on the property at the request of the city.

(Ord. No. 19, Second Series, 5-5-2010)

City of East Bethel
City Council Meeting
Agenda Item Information

Date: May 8, 2023

Agenda Item Number: Item 8.0 E.1

Agenda Item: 2024-2028 Parks Capital Improvement Plan

Background Information:
The Parks Commission prepares an annual Capital Improvement Plan (CIP) which updates needs and costs of proposed projects, evaluates priorities and establishes funding for these works for the coming year and for each of the subsequent years for a five year period. This plan is presented to City Council for their approval and used in the preparation of the 2024 budget.

Attached is the 2024-2028 Parks CIP developed from discussions at the March 13th and April 11th Park Commission Meetings.

Approval of the plans only commits the City for the projects identified for 2024. Projects beyond 2024 are for planning purposes and will be reevaluated annually for funding prioritization during the capital improvement needs assessment and planning process.

Attachment(s):
Attachment 1 - 2024-2028 Parks CIP
Attachment 2 - Park Comprehensive Trail and Open Space Map

Fiscal Impact:
The budget includes a general fund transfer of $100,000 for Parks Capital Improvement Projects for 2024 and is subject to City Council approval. It is anticipated that Park Dedication Fees from developers will provide an additional $40,000 to the Parks Acquisition and Development Fund for 2024.

Recommendation(s):
The Park Commission voted unanimously to recommend the attached 2024-2028 Parks Capital Improvement Plan for approval by City Council.

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

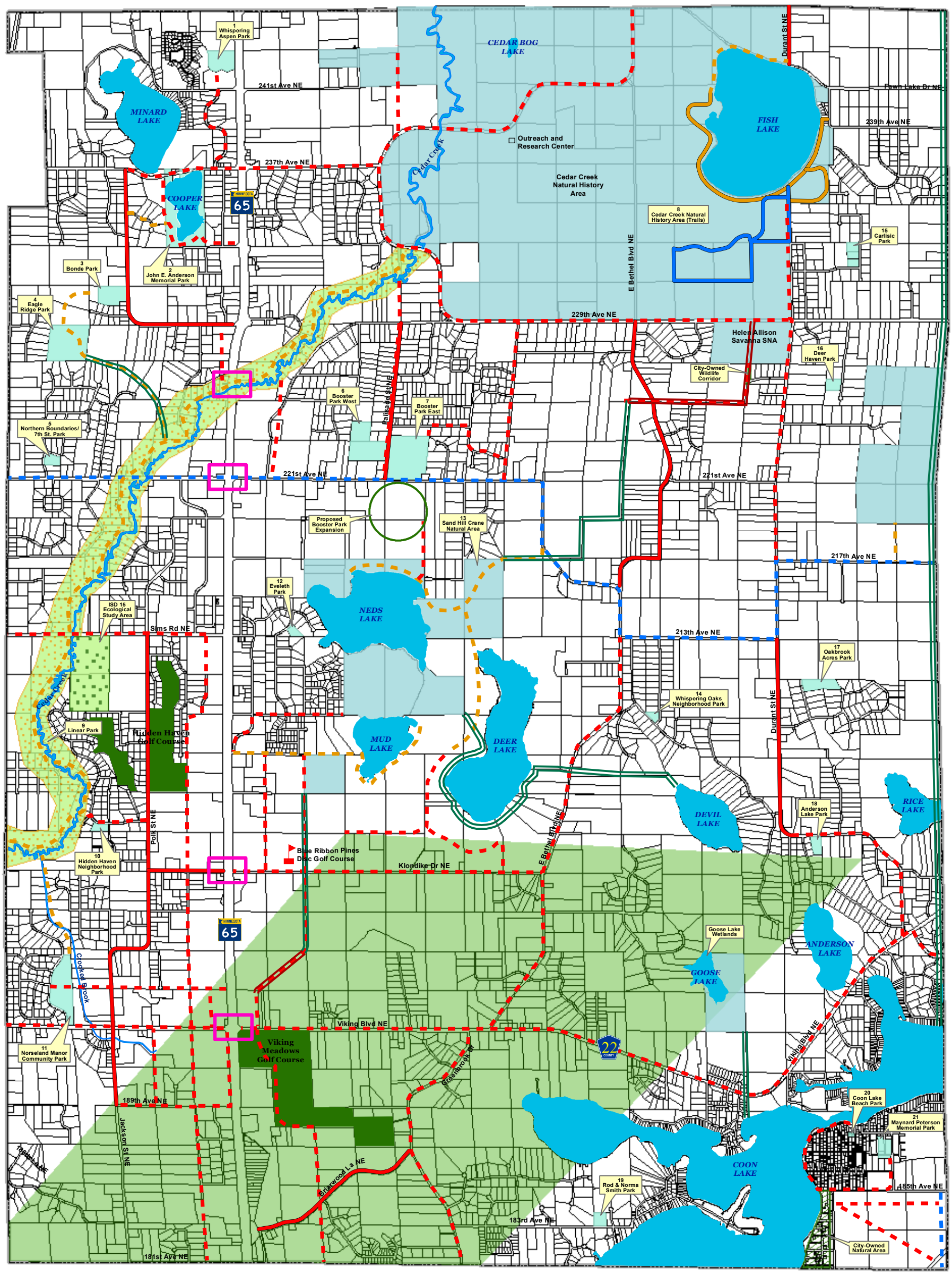
Parks Capital Improvement Plan
2024-2028
Funding Analysis

PARK ACQUISITION AND DEVELOPMENT FUND	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
2024 Beginning Balance	$66,800			
Park Dedication Fees		$40,000		$106,800
Shade Structures for Booster West			$50,000	$56,800
2024 Ending Balance				$56,800
2025 Beginning Balance	$56,800			
Park Dedication Fees		$60,000		$116,800
Playground Equipment			$40,000	$76,800
2025 Ending Balance				$76,800
2026 Beginning Balance	$76,800			
Park Dedication Fees		$125,000		$201,800
Park Pavillion			$50,000	$151,800
2026 Ending Balance				$151,800
2027 Beginning Balance	$151,800			
Park Dedication Fees		$125,000		$276,800
New Park Development			$100,000	$176,800
2027 Ending Balance				$176,800
2028 Beginning Balance	$176,800			
Park Dedication Fees		$125,000		$301,800
Booster West Ballfield Lights			$300,000	$1,800
2028 Ending Balance				$1,800
TOTAL PARK ACQUISITION AND DEVELOPMENT				
FUND SOURCES AND USES		$475,000	$540,000	

Park Dedication Fees- **Residential** = 10% of land or cash not to exceed $2,000 per lot. **Commercial** = 5% of land or cash not to exceed $2,000 per acre.

Parks Capital Improvement Plan
2024-2028
Funding Analysis

PARK CAPITAL FUND	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
2024 Beginning Balance	$33,900			
Transfer From General Fund		$100,000		$133,900
Coon Lake Beach Playground Equipment & Skate Park			$100,000	$33,900
Misc Park Projects and Tree Planting			$5,000	$28,900
2024 Ending Balance				$28,900
2025 Beginning Balance	$28,900			
Transfer From General Fund		$100,000		$128,900
Bataan St Trail Segment			$120,000	$8,900
Misc Park Projects and Tree Planting			$5,000	$3,900
2025 Ending Balance				$3,900
2026 Beginning Balance	$3,900			
Transfer From General Fund		$100,000		$103,900
New Park Development			$90,000	$13,900
Misc Park Projects and Tree Planting			$5,000	$8,900
2026 Ending Balance				$8,900
2027 Beginning Balance	$8,900			$8,900
Transfer From General Fund		$100,000		$108,900
New Park Development			$90,000	$18,900
Misc Park Projects and Tree Planting			$5,000	$13,900
2027 Ending Balance				$13,900
2028 Beginning Balance	$13,900			
Transfer From General Fund		$100,000		$113,900
New Park Development			$90,000	$23,900
Misc Park Projects and Tree Planting			$5,000	$18,900
2028 Ending Balance				$18,900
TOTAL PARK CAPITAL FUND SOURCES AND USES		$500,000	$515,000	



Comprehensive Trails and Open Space Concept Plan

Revised
October 2017

0.5 0 0.5 1
MILES

Legend

- Existing City Trail - On Road
- Existing City Trail - Off Road
- Existing City Trail (Winter Use Only)
- Proposed City Trail - Bituminous
- Proposed City Trail - Natural
- Proposed County Regional Trails
- Future Connection/Greenway
- Existing Connection/Greenway
- Existing City Parks
- Open Space Managed By Others
- Future Park Location
- City-Owned Natural Area
- City-Owned Wildlife Corridor
- Future Greenway Corridor
- ISD #15 Ecological Study Area
- Road Crossing Issue

Hakanson Anderson

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City of East Bethel
City Council Meeting
Agenda Item Information

Date: May 8, 2023

Agenda Item Number: Item 8.0 E.2

Agenda Item: 2024-2028 Roads Capital Improvement Plan

Background Information:
Staff prepares an annual Capital Improvement Plan (CIP) which updates needs and costs of proposed projects, evaluates priorities and establishes funding for these works for the coming year and for each of the subsequent years for a five year period. This plan is presented to City Council for their approval and used in the preparation of the 2024 budget.

Attached is the draft 2024-2028 Roads CIP. Approval of the plans only commits the City for the projects identified for 2024. Projects beyond 2024 are for planning purposes and will be reevaluated annually for funding prioritization during the capital improvement needs assessment and planning process.

Attachment(s):
Attachment 1 - 2024-2028 Roads CIP
Attachment 2 – Road Project Location Map

Fiscal Impact:
The budget includes a proposed general fund transfer increase of $50,000 for road improvement projects for 2024 subject to City Council approval

Recommendation(s):
Staff recommends the attached 2024-2028 Roads Capital Improvement Plan to the City Council for their consideration and approval.

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

Street Capital Projects - Fund 402
2024-2028
Funding Analysis

MUNICIPAL STATE AID FUND - FUND 402	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
2024 Beginning Balance	-$1,142,333			
Municipal State Aid Funding		$641,430		-$500,903
Davenport St Reconstruction			$650,000	-$1,150,903
2024 Ending Balance				-$1,150,903
2025 Beginning Balance	-$1,150,903			
Municipal State Aid Funding		$641,430		-$509,473
MSA Project			$0	-$509,473
2025 Ending Balance				-$509,473
2026 Beginning Balance	-$509,473			
Municipal State Aid Funding		$641,430		$131,957
Polk-Jackson - Mill & Overlay			$750,000	-$618,043
Klondike Drive - Mill &Overlay			$125,000	-$743,043
2026 Ending Balance				-$743,043
2027 Beginning Balance	-$743,043			
Municipal State Aid Funding		$641,430		-$101,613
MSA Project			$0	-$101,613
2027 Ending Balance				-$101,613
2028 Beginning Balance	-$101,613			
Municipal State Aid Funding		$641,430		$539,817
MSA Project			$0	$539,817
2028 Ending Balance				$539,817
TOTAL MUNICIPAL STATE AID FUND SOURCES & USES		$3,207,150	$1,525,000	

Note: MSA Funding can be "Advanced Funded" to met certain requirements. The City can advance fund up to 4 times the construction allotment or $3,000,000 whichever is less
A negative balance is not an indication of too many projects. It simply means the City has anticipated numerous projects and can fund this within the regulations identified by MN DOT.

Street Capital Projects - Fund 402
2024-2028
Funding Analysis

STREET CAPITAL FUND - FUND 406	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
2024 Beginning Balance	$367,550			
Transfer from General Fund		$550,000		$917,550
Central Avenue Assessments		$28,976		$946,526
189th Avenue Assessments		$34,345		$980,871
Fillmore Street Assessments		$3,050		$983,921
North Metro JPA Maintenance Projects			$100,000	$883,921
Edmar, Vickers, Breezy Point, Yalta, 189th- Overlay			$325,000	$558,921
2024 Ending Balance				$558,921
2025 Beginning Balance	$558,921			
Transfer from General Fund		$550,000		$1,108,921
Central Avenue Assessments		$28,976		$1,137,897
189th Avenue Assessments		$34,345		$1,172,242
Fillmore Street Assessments		$3,050		$1,175,292
North Metro JPA Maintenance Projects			$105,000	$1,070,292
Hidden Haven East - Overlay			$210,000	$860,292
Hidden Haven West - Overlay/Reconstruct			$515,000	$345,292
Cedarbrook - Overlay/Reconstruct			$250,000	$95,292
2025 Ending Balance				$95,292
2026 Beginning Balance	$95,292			
Transfer from General Fund		$600,000		$695,292
Central Avenue Assessments		$28,976		$724,268
189th Avenue Assessments		$34,345		$758,613
Fillmore Street Assessments		$3,050		$761,663
North Metro JPA Maintenance Projects			$110,000	$651,663
London, 225th, 226th - Overlay			$200,000	$451,663
Pine Crest Estates - Overlay			$90,000	$361,663
Sunset Drive- Reclaim and Pave (Linwood)			$300,000	$61,663
2026 Ending Balance				$61,663
2027 Beginning Balance	$61,663			
Transfer from General Fund		$600,000		$661,663
Central Avenue Assessments		$28,976		$690,639
189th Avenue Assessments		$34,345		$724,984
Fillmore Street Assessments		$3,050		$728,034
North Metro JPA Maintenance Projects			$115,000	$613,034
Quincy St - Overlay			$50,000	$563,034
Raintree - Overlay			$135,000	$428,034
224th Ave, 225th Ave -Overlay			$140,000	$288,034
2027 Ending Balance				$288,034
2028 Beginning Balance	$288,034			
Transfer from General Fund		$600,000		$888,034
Central Avenue Assessments		$28,976		$917,010
189th Avenue Assessments		$34,345		$951,355
Fillmore Street Assessments		$3,050		$954,405
North Metro JPA Maintenance Projects			$120,000	$834,405
Norseland Manor - Overlay			$300,000	$534,405
Naples St, Rendova St, 197th Ave- Overlay			$10,000	$524,405
2028 Ending Balance				$524,405
Total Street Capital Fund Sources and Uses		$3,231,855	$3,075,000	

City of East Bethel
City Council Meeting
Agenda Item Information

Date: May 8, 2023

Agenda Item Number: 8.0 G.1

Agenda Item: Opioid Settlement Agreement

Background Material:
The City's participation in the National Opioid Settlement was reviewed at our April 3, 2023 Work Meeting. This discussion was prompted by the League of Minnesota Cities (LMC) as part of their follow up to urge cities to sign on to the settlement agreement. The City contacted the LMC requesting background information on this matter to support a presentation to City Council. The comments submitted by the Minnesota Attorney General's Office to bring this matter to city council were insufficient at that time to justify this request as an agenda item. This response was relayed to Council by email on April 13, 2023.

Rhonda Sivarajah, Anoka County Administrator, contacted the City on May 3, 2023 and requested that East Bethel consider signing the National Opioids Settlement Participation Agreement to ensure maximum funding for the county allocation of this program.

Even though East Bethel will not receive money from the settlements, we are being encouraged to approve and sign the agreements to maximize the county's share of the funds. If all cities over a population of 10,000 sign on to the settlements or otherwise release their claims against the particular 5 parties (Teva, Allergan, Walgreens, CVS and Walmart) stipulated in the agreement, it increases the pool of money that these parties must pay to the State of Minnesota. Funds allocated to the state are then distributed to the county. This money would then be used for county public health programs, embedded social workers in city police departments, naloxone purchases and many other efforts to remediate the effects of the opioid epidemic.

The City of East Bethel has no mechanisms in place, experience or means to implement any use of the funds from the settlement but would benefit from having these programs available for our residents. We have been informed that we would bear no expense for endorsing the program or allocating our share of these funds to the County.

It is intended that this round of settlements is the last time city councils will have to approve a Memorandum of Agreement (MOA). Following an approval of this new MOA, city councils will have the ability to simply authorize staff to join or not join opioid settlements as they appear, subject to all the terms of the agreement.

The deadline for signing has been extended to May 9, 2023 and to accommodate the County request to have all our Cities be a signatory to the settlement agreement.

The City Attorney has stated that, "*I discern no reason why the city can't or should not sign the documents, and if settlement monies become allocated to the City, then the City can take appropriate action to accept/allocate as it deems appropriate".*

Attachment(s):
Attachment 1 – Resolution 2023-35, Opioid Settlement MOA
Attachment 2 – Amended Minnesota Opioids State Subdivision Memorandum of Agreement

Fiscal Impact:
The State of Minnesota is projected to receive approximately $245 million from the settlement and of that amount Anoka County will receive approximately $8.5 million. East Bethel will not receive any direct allocation, but by signing, they potentially become eligible to apply for state grants and/or county grants if the county decides to go in that direction in the future, but more importantly, it can increase additional funds the county can use to provide locally available services and resources for those in need of treatment.

Recommendation(s):
Recommendation 1 **-** Staff recommends that City Council consider the approval of Resolution 2023-35, Resolution Authorizing the City of East Bethel to Execute All Necessary Documents to Ensure the City of East Bethel Participation in the Multistate Settlements Relating to Opioid Supply Chain Participants and in the Minnesota Opioids State- Subdivision Memorandum of Agreement as exhibited in Attachment 1, and;

Recommendation 2 – Staff recommends that City Council consider approval of Amended Minnesota Opioids State Subdivision Memorandum of Agreement as exhibited as Attachment 2.

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

CITY OF EAST BETHEL
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION NO. 2023-35

RESOLUTION AUTHORIZING THE CITY OF EAST BETHEL TO EXECUTE ALL NECESSARY DOCUMENTS TO ENSURE EAST BETHEL'S PARTICIPATION IN THE MULTISTATE SETTLEMENTS RELATING TO OPIOID SUPPLY CHAIN PARTICIPANTS, AND IN THE MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT.

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against opioid supply chain participants related to the opioid crisis; and

WHEREAS, the Minnesota Attorney General has signed on to multistate settlement agreements with several opioid supply chain participants, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

WHEREAS, for the April 2023 agreements there is a deadline of May 9, 2023, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement, as amended (the "State-Subdivision Agreement"); and

WHEREAS, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota;

NOW, THEREFORE, BE IT RESOLVED, the City of East Bethel supports and agrees to the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, the City of East Bethel supports and opts in to the April 2023 multistate agreement and all future multistate settlement agreements with opioid supply chain participants; and

BE IT FURTHER RESOLVED, the City of East Bethel authorizes city staff to execute all necessary documents to ensure the City of East Bethel's participation in the multistate settlement agreements, including Participation Agreement(s) and accompanying Release(s), and the State-Subdivision Agreement(s), unless and until such authority is revoked.

Adopted this 8th day of May, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

_____
Tim Harrington, Mayor

ATTEST

_____
Jack Davis, City Administrator

AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

WHEREAS, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the investigations and litigation with several companies have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

WHEREAS, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

WHEREAS, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

WHEREAS, this Amended Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

WHEREAS, this Amended Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

WHEREAS, specifically, this Amended Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma, Mallinckrodt, and Endo as a qualifying Statewide Abatement Agreement.

I. Definitions

As used in this MOA (including the preamble above):

"Approved Uses" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A.** Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, "Approved Uses" shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

"Backstop Fund" is defined in Section VI.B below.

"Bankruptcy Defendants" mean any Opioid Supply Chain Participants that have filed for federal bankruptcy protection, including, but not limited to, Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

"Bankruptcy Resolution(s)" means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

"Counsel" is defined in Section VI.B below.

"County Area" shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

"Governing Body" means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

"Legislative Modification" is defined in Section II.C below.

"Litigating Local Governments" mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

"Local Abatement Funds" are defined in Section II.B below.

"Local Government" means all Minnesota political subdivisions within the geographic boundaries of the state of Minnesota.

"MDL Matter" means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

"Memorandum of Agreement" or "MOA" means this agreement, the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement.

"National Settlement Agreements" means a national opioid settlement agreement with the Parties and one or more Opioid Supply Chain Participants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, which includes structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions in the national opioid settlement agreement and allows for the allocation of Opioid Settlement Funds between the State and its political subdivisions to be set through a state-specific agreement.

"Opioid Settlement Funds" shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

"Opioid Supply Chain Participants" means entities that engage in, have engaged in, or have provided consultation services regarding the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including, but not limited to, Janssen, AmerisourceBergen, Cardinal Health, McKesson, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc. "Opioid Supply Chain Participants" also means all subsidiaries, affiliates, officers, directors, employees, or agents of such entities.

"Parties" means the State and the Participating Local Governments.

"Participating Local Government" means a political subdivision within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a "Participating Local Government."

"Region" is defined in Section II.H below.

"State" means the State of Minnesota by and through its Attorney General, Keith Ellison.

"State Abatement Fund" is defined in Section II.B below.

II. Allocation of Settlement Proceeds

A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of

the State or any Participating Local Government unless and until such time as each distribution is made.

B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State ("State Abatement Fund"), and (ii) 75% directly to abatement funds established by Participating Local Governments ("Local Abatement Funds"). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").[1] Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.

2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor's Office, the Attorney General's Office, the Opioid Epidemic Response Advisory Council, the Revisor's Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect

[1] It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A**.

before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.

G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.

H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.

I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against AmerisourceBergen, Cardinal Health, McKesson, or Janssen as of December 3, 2021.

J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.[2] The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National

[2] More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.

K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. Special Revenue Fund

A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.

B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.

C. Process for drawing from special revenue funds.

1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.

2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. Opioid Remediation Activities

A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.

B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.

C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.

D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group ("Region") to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may

choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.

E. Consultation and partnerships.

1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.

3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.

F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. Reporting and Compliance

A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.

B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

C. Application of Reporting Addendum and State Law. The requirements of the Reporting and Compliance Addendum agreed to by the Minnesota Governor's Office, the Minnesota Attorney General's Office, the Association of Minnesota Counties, the League of Minnesota Cities, and members of the Minnesota Opioid Epidemic Response Advisory

Council, as well as the requirements of Minnesota Statutes section 256.042, subdivision 5(d), apply to Local Governments receiving Opioid Settlement Funds under National Settlement Agreements and Bankruptcy Resolutions within the scope of this MOA.

VI. Backstop Fund

A. National Attorney Fee Fund. When the National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation ("National Attorney Fee Fund"), the Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.

B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the "Backstop Fund") to be used to compensate private attorneys ("Counsel") for Local Governments that filed opioid lawsuits on or before December 3, 2021 ("Litigating Local Governments"). By order[3] dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National

[3] Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies.

D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.

E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund, private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.

G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating

Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.

H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.

J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement Agreements' payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.

K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

A. Scope of agreement.

1. This MOA applies to the National Settlement Agreements and the Bankruptcy Resolutions.[4]

2. This MOA will also apply to future National Settlement Agreements and Bankruptcy Resolutions with Opioid Supply Chain Participants that include structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions, and allows for the allocation between the State and its political subdivisions to be set through a state-specific agreement.

3. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

B. When MOA takes effect.

1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.

2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.

2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any

[4] For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, McKesson, Janssen, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc., and Bankruptcy Resolutions involving Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.

3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims as provided in the National Settlement Agreements to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.

J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Amended Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed this ___day of _____, _____ by:

_____

Name and Title: _____

On behalf of: _____

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs[5] or strategies that may include, but are not limited to, those that:[6]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder ("MOUD")[7] approved by the U.S. Food and Drug Administration, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MOUD, as well as counseling, psychiatric support, and other treatment and recovery support services.

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[5] Use of the terms "evidence-based," "evidence-informed," or "best practices" shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

[6] As used in this Exhibit, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

[7] Historically, pharmacological treatment for opioid use disorder was referred to as "Medication-Assisted Treatment" ("MAT"). It has recently been determined that the better term is "Medication for Opioid Use Disorder" ("MOUD"). This Exhibit will use "MOUD" going forward. Use of the term MOUD is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.

8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment ("SBIRT") programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. <u>ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS</u>

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome ("*NOWS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NOWS babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of NOWS babies and their caregivers and families.

5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with NOWS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.

7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

9. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.

2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.

2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.

3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.

4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.

5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).

6. Indigent burial for unclaimed remains resulting from overdose deaths.

7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.

8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B

Local Abatement Funds Allocation

Subdivision	Allocation Percentage
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

Subdivision	Allocation Percentage
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

Subdivision	Allocation Percentage
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%