City of East Bethel
City Council Agenda
City Council Regular Meeting
Date: July 10, 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. Nexus Conduit Bonding Proposal; Resolution 2023 – 40 (p. 3-100)
B. Continuance of Public Hearing - Amendment to City Code, Chapter 2, Section 424 (p. 101-103)

5.0 Public Forum

6.0 Consent Agenda (p. 104-105)

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. 106-110)
B. Minutes: June 21, 2023 City Council/ Planning Commission Joint Work Meeting (p. 111-117)
C. Minutes: June 26, 2023 City Council Meeting (p. 118-137)
D. Approve Hire of Community Development Director (p. 138-141)

7.0 New Business - Commission, Association and Task Force Reports

A. Planning Commission
   1. Resolution 2023 – 47, Designing Earth Construction CUP (p. 142-149)
   2. Resolution 2023 – 48, Designing Earth Construction Site Plan Review (p. 150-173)
   3. Resolution 2023 - 53, Drainage and Utility Easement 1282 187th Ln (p. 174-179)
   4. Resolution 2023 - 52, Metes and Bounds Split 2836 221St Ave (p. 180-185)
B. Economic Development Authority
C. Park Commission

8.0 Department Reports

A. Community Development
B. Engineer
C. City Attorney
D. Finance

E. Public Works
F. Fire Department
G. City Administrator
1. Cedar-East Bethel Lions Recycle Service Payment Increase (p. 186-187)

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: July 10, 2023

Agenda Item Number: 4.0 A

Agenda Item: Resolution 2023–40**,** Conduit Bonding for Nexus Diversified Community Services

Background Material:
The vote on the conduit bond financing for Nexus was tabled at the June 26, 2023 Meeting to allow additional details regarding the Payment In Lieu Of Taxes (PILOT) Program, participation fees and council questions to be submitted for review and to provide time for the new council appointee to become informed of the details of this matter.

With the request for this additional information, Nexus has submitted a brief of the project which is exhibited as Attachment 6.

Fiscal Impact:
The City may charge the borrower an issuance fee for its services in connection with the bond financing. Nexus has agreed to pay $100,000 at closing for our participation in the bond issuance. An agreement between Nexus and Anoka County requires the borrower to pay a $3,000 application fee and the County would then receive 1/8th of 1% of the outstanding bond balance on the date of issuance and every anniversary thereafter for their fee for participation in the project. .

From an analysis of the two offers, the County would receive $160,439 over the 27 year life of the bond in annual declining payments beginning with $9,156 in year one and $585 in year 26. If East Bethel's lump sum of $100,000 were invested at 3% over the same term we would have a balance of $222,129 over the same time period.

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-Whitney will prepare the bond documents and represent the City's interests in the financing, but the city's cost (as well as the fees of all other parties involved with the financing) will be paid by the Borrower. Nexus has also agreed to enter into a PILOT Program (payment in lieu of taxes) and has offered to pay the City $24,000 per year with an annual 2.5% increase in payments regardless of their revenues. This would be approximately a 500% increase over the payment that was to be received from Cambia Hills.

Property Tax Scenarios:

Based on the R-1 zoning and no water or sewer service available to this site prior to sale to Cambia Hills, the property could have only been divided into lots that would have had a minimum density of 1 unit per 10 acres. This site, which is 37.37acres in size, could have been divided into only 3 lots (includes the homestead lot). If the previous owner had chosen this option and If each of

these three lots had a current estimated market value (land and improvements) of $600,000 they would currently produce approximately $1,906 (Valuation X Tax Classification X Tax Rate = City Tax) in city taxes per lot or **$5,718** for the entire parcel. This scenario would have followed the pattern of 10 acre lots that are the typical lot size along Jackson St between 189th and 181st Avenues. Prior to the sale of this property to Cambia Hills the 2019 estimated market value was $368,400 and the city taxes payable were $1,590.

The following property tax scenarios for 900 189th Ave were prepared by Alex Guggenberger, Anoka County Assessor and are reported and summarized in Attachment 7. As noted in his report, Scenarios 1 and 2 are the most accurate estimates based on the current ownership and structure in place: If

- If this site had an all commercial classification as exhibited in Attachment 7 – Scenario 1, **$28,036** would be generated in city property taxes for 2023 pay rates.

- If this site had an all residential classification as exhibited in Attachment 7 – Scenario 2, **$17,274** would be generated in city property taxes for 2023 pay rates.

- If this site had an all rural residential classification as exhibited in Attachment 7 – Scenario 3, **$4,288** would be generated in city property taxes for 2023 pay rates.

- If this site had a higher density residential tax classification as exhibited in Attachment 7 - Scenario 4, **$83,563** in would generate in property taxes for 2023 pay rates. However, this scenario assumes an ownership change, complete demolition of the existing structure, new plat approval and the development of a residential neighborhood with 75 homes.

From an environmental and visual impact to the Jackson St neighborhood, the higher density type developments on this property would have required the clear cutting of the entire usable area of the site to prepare building pads and construct streets. The current 20 acre natural buffer that remains behind the Cambial Hills campus would have been eliminated to maximize the number of housing units that could have been constructed, leaving no transition to the lower density neighborhood along Jackson St.

This property is not considered as a potential commercial site due to the following:

- It is located ¾ of a mile from and has no visibility from Hwy 65;

- It has a residential zoning designation and rezoning for commercial use would essentially be spot zoning and difficult to justify and support;

- It is accessed by Jackson Street which had a 2021 traffic count of 980 VPD and 189th Ave which had a count of 230 VPD; and,

- It is the site of a 60,000 SF building which was designed specifically as a PRTF and would be extremely expensive to repurpose for another use.

- The cost of the land and redevelopment expense of this building would require that it be located at high visibility and easily accessible signalized intersection along a major highway with a traffic count in numbers required to support a multi-million dollar investment to be a prime commercial site.

As this property has very limited and if no commercial value, Scenario 2 appears to be the best estimate for city property tax generation for non-tax exempt uses.

Summary:

The City of East Bethel held a Public Hearing on June 12, 2023 at 7 PM at City Hall to take comment regarding the consideration of the issuing conduit bonds in the amount of $10 million to Nexus Diversified Community Services (Nexus). Anoka County has agreed to partner with City and issue $7 million in bonds to compliment the City's proposed participation in the project

Nexus will be purchasing the Cambia Hills property and provide the same service as the previous operator, Cambia Hills of East Bethel, LLC.

The bonds that would be issued pose no liability or expense to the city and qualify for tax exempt status that enable a lower payback of the bonds over conventional financing. The implications of this savings is a lesser impact on potential costs to the school district. From a presentation made to City Council on May 22, 2023 and further reviewed at the June 5, 2023 City Council Work Meeting, Nexus has indicated that they are coming to East Bethel either with or without the approval of the conduit bond financing. The difference between the two scenarios is that without conduit bond financing, Nexus would have a higher cost of borrowing and this additional cost would be passed along to the school district in higher costs for classroom rental space and other chargeable expenses for the educational component of their service. Approval of the conduit bond financing would result in a reduction of approximately $3.5 million in added interest cost over the term of loan. As Nexus is a non-profit, this savings would result in lower costs to the school district.

The educational component of the Nexus service is a separate matter with ISD 15 and these two groups are still engaged in discussions to work out a resolution to the school district's concerns.

City Council scheduled a public hearing for June 12, 2023 regarding the S10 million issuance of conduit bonds to Nexus for the Cambia Hills acquisition. The facility would be operated under the terms of the Conditional Use Permit that is recorded on the property.

At the June 12, 2026 meeting, the public hearing for the bond issuance was held, comments received and the hearing closed. There was a motion and second to adopt Resolution 2023-40, Resolution Relating to a Financing Under Minnesota Statutes, Section 469.152 through 469.165, As Amended, on Behalf of Nexus Diversified Community Services; Authorizing Execution and Delivery of Documents Relating Thereto. The second to the motion was made for the purpose of discussion of this topic. At the conclusion of the discussion a motion was made, seconded and approved to table the consideration to answer questions relating to tax exempt matters and enable the council to be fully seated for a final decision on the conduit bond proposal**.**

The City sent 473 notices of the public hearing by mail to those living in area bounded by Hwy 65 on the East, Klondike Dr. on the north, University Ave on the west and 181st Ave on the

south. Five persons spoke at the public hearing with concerns relating to the bond issuance and four persons spoke in favor of the proposal.

Attachment(s):
Attachment 1 – Resolution 2023-40 (See Recommendation 1)
Attachments 2 through 4 - Supporting Documents to Resolution 2023-40
Attachment 5 – Resolution 2023-40 (See Recommendation 2)
Attachment 6 – Nexus Project Brief
Attachment 7 – Tax Scenarios

Recommendation (s): The City Attorney has affirmed that the public hearing for the bond consideration has been met. As this subject was tabled at the June 12th and 26th meetings with the discussion to continue at the July 10,, 2023 meeting, Council is requested to consider the options outlined as follows:

Recommendation 1 – If the City Council finds it warranted to approve the conduit bond financing, consider approval of Resolution 2023-40 as exhibited in Attachment 1 and documents relating thereto as exhibited in Attachments 2-5. Bond Counsel to the City, Dorsey & Whitney LLP, developed these documents on behalf of the City and endorses the approval of the same. Approval of Resolution 2023-40 authorizes the issuance of the note, the loan of proceeds to Nexus Diversified Community Services for acquisition of the Project, execution of all required documentation, and the issuance by Anoka County, Minnesota of additional financing for the Project. This approval will result in the lowest overall interest rate for the financing of the Project, and in turn, the lowest lease cost to the School District; or

Recommendation 2 - If the City Council does not find it warranted to approve the financing, consider approval of Resolution 2023-40 as exhibited in Attachment 6. Approval of Resolution 2023-40 dismisses the financing request of Nexus Diversified Community Services and prevents the City from issuing conduit financing for the project, but provides consent for Nexus Community Diversified Services to seek and secure funding for the Project through Anoka County, Minnesota, or one or more other municipalities or authorities. This approval will remove East Bethel from the financing process except as host jurisdiction (since the project is physically located in East Bethel's boundaries), but will allow Nexus an opportunity to seek alternative tax-exempt financing options from any other public entity willing to partner with Nexus on the project. This approval will likely increase the overall interest rate for the financing of the project, but it will not require Nexus to borrow at commercial loan interest rates despite its nonprofit purposes; or

Recommendation 3 - The City Council could take no action which would prevent Nexus from obtaining tax-exempt financing from any public entity. However this would significantly increase the overall interest rate for financing the project. Nexus could seek a commercial loan to acquire the project facility, but at a higher cost than with the use of the tax exempt bonds. The higher cost of this option would more than likely be passed along in part or in its entirety to the school district and result in the most negative impact to ISD 15.

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA

RESOLUTION NO. 2023-40

RESOLUTION RELATING TO A FINANCING UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.165, AS AMENDED, ON BEHALF OF NEXUS DIVERSIFIED COMMUNITY SERVICES; AUTHORIZING EXECUTION AND DELIVERY OF DOCUMENTS RELATING THERETO

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 under the Act, and to enter into a loan, lease or revenue agreement with any nonprofit corporation providing such services, whereby the City agrees to loan the proceeds of its revenue notes to such nonprofit corporation and such nonprofit corporation agrees to make payments fixed and revised from time to time as necessary so as to be sufficient to pay in full the principal of, premium, if any, and interest on such revenue notes when due;

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 (the "Note") 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"), to pay for startup costs relating to the Project and to pay for costs of issuing the Note;

WHEREAS, the Corporation has advised the City that the proposed issuance of the Note by the City to finance costs of the Project and to pay costs of issuing the Note will produce lower borrowing costs for the Corporation and assist the Corporation in its efforts related to the Project;

WHEREAS, the City Administrator has caused a notice of public hearing to be published once in the *Anoka County Union Herald*, the official newspaper and a newspaper of general circulation in the City, on May 26, 2023, not fewer than 14 days before the date of the public hearing, in the form of Exhibit A hereto, which form is incorporated herein by reference for the purpose of satisfying the approval requirements of Minnesota Statutes, Section 469.154, and section 147(f) of the Code;

WHEREAS, a public hearing on the issuance of the Note of the City to finance the Project was held on June 12, 2023, after notice duly published as required by law, and the views of all interested persons with respect thereto presented at the hearing have been considered; and

WHEREAS, forms of a Note Purchase Agreement among the City, Bremer Bank, National Association (the "Lender"), and the Corporation (the "Note Purchase Agreement"); a Loan Agreement among the City, the Lender, and the Corporation (the "Loan Agreement"); the Note; and an Assignment and Pledge Agreement between the City and the Lender (the "Assignment," and collectively with the Note Purchase Agreement, the Loan Agreement and the Note, the

"Financing Documents"); and a draft of the application to be provided to the State of Minnesota Department of Employment and Economic Development in connection with the financing contemplated hereby, have been prepared and presented to the Council at this meeting.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA, that this Council, subject to approval of the issuance of revenue notes and the Project by the State of Minnesota Department of Employment and Economic Development, hereby finds that approval of the issuance of the Note of the City is in the public interest of the City, and approves the issuance of the Note under the Act, the proceeds of which will be used to finance costs of the Project, certain related working capital, and to pay certain costs of issuing the Note.

BE IT FURTHER RESOLVED that the Financing Documents are hereby approved as to form, and the Mayor and the City Administrator, or their authorized designees, are hereby authorized and directed, in the name and on behalf of the City, to execute and deliver the Financing Documents, with such changes, additions and modifications thereto as may be deemed appropriate and are approved by the Mayor and the City Administrator, or their authorized designees, and other officers, staff and employees of the City, which approval shall be conclusively evidenced by execution of documents by the Mayor and the City Administrator, or their authorized designees, and other officers, staff and employees of the City.

BE IT FURTHER RESOLVED that the Mayor and City Administrator, and other officers, staff and employees of the City, together and/or in their individual capacities, are hereby authorized to negotiate, execute and deliver all applications, certificates, instruments, documents and agreements which are necessary in connection with the issuance of the Note and not inconsistent with the Financing Documents (including, without limiting the foregoing, any conditional use permit amendment and agreement for payment for city services or amendments thereto), and to take all other actions necessary to consummate the transactions contemplated by the Financing Documents and to carry out the City's obligations under the Financing Documents. Approval of the City and City Council of all applications, certificates, instruments, documents and agreements related to the Project shall be conclusively evidenced by execution of documents by the Mayor and the City Administrator, or their authorized designees, and other officers, staff and employees of the City.

BE IT FURTHER RESOLVED that City shall proceed to issue the Note in the principal amount of not to exceed $10,000,000 upon the terms and conditions specified in the Loan Agreement and the Note Purchase Agreement; the Note shall mature and be payable on the dates and in the amounts provided in the Note, shall be subject to prepayment and purchase prior to maturity as provided in the Note and shall bear interest at such rate or rates as provided in the Note.

BE IT FURTHER RESOLVED that Mayor and the City Administrator, or their authorized designees, are hereby authorized and directed to prepare and execute the Note in substantially the form prescribed in the Loan Agreement, and to deliver the executed Note to the Lender with a copy of this resolution and such other documents required by the Financing Documents or the Lender and, upon receipt of the purchase price therefor by or on behalf of the Corporation, the City shall deliver the Note to the Lender.

BE IT FURTHER RESOLVED that Mayor and the City Administrator, or their authorized designees, and other officers, staff and employees of the City are authorized and

directed to prepare and furnish to the Lender and to Dorsey & Whitney LLP, as bond counsel to the City ("Bond Counsel"), certified copies of all proceedings and records of the City relating to the Note, and the same are authorized to take such actions necessary or appropriate in connection with the consummation of the transactions described herein, and to execute and deliver such other affidavits, certificates, agreements, instruments and documents as may be required by the Lender or Bond Counsel, including but not limited to certificates to show the facts relating to the validity and marketability of the Note as such facts appear from the books and records of the City, and all copies of such certificates, affidavits, agreements, instruments and documents, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

BE IT FURTHER RESOLVED that the Note is proposed to be issued as a "qualified 501(c)(3) bond" as defined in section 145 of the Code, the interest on which is not includable in gross income for federal income tax purposes under Sections 103 and 141(e)(1)(G) of the Code.

BE IT FURTHER RESOLVED that the Note and the interest on the Note (i) shall be payable solely from the revenues pledged and security provided therefor under the Loan Agreement, and additional sources of revenue provided by or on behalf of the Corporation; (ii) shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation; (iii) shall not constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers; (iv) shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City other than the City's interest in the Loan Agreement; and (v) shall not constitute a general or moral obligation of the City.

BE IT FURTHER RESOLVED that the City hereby designates the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations, which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation), which will be issued by the City and all subordinate entities during calendar year 2023 does not exceed $10,000,000.

BE IT FURTHER RESOLVED that all actions heretofore taken by the City and any officers, staff or employees of the City in connection with the transactions described herein are hereby ratified and approved.

BE IT FURTHER RESOLVED that in the event of the absence or disability of the Mayor or the City Administrator, the Acting Mayor or the Acting City Administrator, as the case may be, or any designee thereof, may do and authorize all things and take all actions hereby authorized without further approval of this Council.

BE IT FURTHER RESOLVED that the Corporation has agreed to pay the administrative fees of the City when due, as set forth in the Loan Agreement. The Corporation will also pay, or, upon demand, reimburse the City for payment of, any and all costs incurred by the City in connection with the Project and the issuance of the Note, whether or not the Note is issued, including any costs for reasonable attorneys' fees.

BE IT FURTHER RESOLVED that it is understood and agreed by the Corporation that the Corporation shall indemnify the City against all liabilities, losses, damages, costs, and expenses

(including attorney's fees and expenses incurred by the City) arising with respect to the Project and the Note, as provided for and agreed to by and between the Corporation and the City in the Loan Agreement.

BE IT FURTHER RESOLVED that in accordance with Minnesota Statutes, Section 469.153, Subdivision 3, the City hereby consents to the issuance by Anoka County, Minnesota, of its revenue bonds or notes under the Act, in one or more tax-exempt series, in the aggregate principal amount of approximately $7,500,000, to finance additional costs of the Project and other allowable costs.

Adopted this 10th day of July, 2023, by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

_____
Kevin Lewis, Mayor

ATTEST:

_____
Jack Davis, City Administrator

Attachment: Notice of Public Hearing

EXHIBIT A

NOTICE OF PUBLIC HEARING ON A PROPOSED FINANCING ON BEHALF OF NEXUS DIVERSIFIED COMMUNITY SERVICES AND THE ISSUANCE OF REVENUE OBLIGATIONS UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.165, AS AMENDED

CITY OF EAST BETHEL, MINNESOTA

NOTICE IS HEREBY GIVEN that the City Council of the City of East Bethel, Minnesota (the "Issuer"), will meet on June 12, 2023, at 7:00 p.m., at 2241 221st Avenue NE, East Bethel, Minnesota, for the purpose of conducting business, including but not limited to a public hearing on the proposal that the Issuer issue its revenue bonds or notes (the "Obligations"), in one or more series, in an aggregate maximum principal amount of $10,000,000, under Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), on behalf of Nexus Diversified Community Services, a Minnesota nonprofit corporation and an organization recognized under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") (the "Corporation"). The Obligations are proposed to be issued as qualified 501(c)(3) bonds as defined in section 145 of the Internal Revenue Code of 1986, for the purpose of (i) financing a portion of the costs of acquiring real estate and certain personal property located at 900 189th Avenue NE, East Bethel, Minnesota, for use as a residential psychiatric treatment facility (the "Project"), and (ii) paying costs of issuing the Obligations. The Corporation will be the initial legal owner of the Project and the Project will be operated and principally used by an affiliate of the Corporation, Nexus Family Healing, a Minnesota nonprofit corporation and an organization recognized under section 501(c)(3) of the Code (the "Operator").

The Obligations will be special, limited obligations of the Issuer, and the principal thereof and interest thereon will be payable solely from the revenues of the Corporation pledged to the payment thereof, and amounts derived from the security provided by the Corporation and the Operator as permitted by the Act. No holder of any Obligations will ever have the right to compel any exercise of the taxing powers of the Issuer to pay the Obligations or the interest thereon, or to enforce payment against any property of the Issuer except money payable by the Corporation or the Operator to the Issuer and pledged to the payment for the Obligations.

A draft copy of the proposed Application to the Minnesota Department of Employment and Economic Development for approval of the Project, together with draft copies of all attachments and exhibits thereto, is available for public inspection at the office of the City Administrator, located in the City Hall, during normal business hours, 8 a.m. to 4 p.m., Monday through Friday.

All persons interested may appear and be heard at the public hearing to be held at the time and place set forth above, or may file written comments with the City Administrator of the Issuer prior to the date of the public hearing set forth above.

Dated: May 26, 2023.

BY ORDER OF THE CITY COUNCIL
By /s/ Jack Davis, City Administrator

DW Draft ~~6/8/2023~~6/28/2023

$10,000,000
City of East Bethel, Minnesota
Revenue Note
(Nexus Diversified Community Services Project)
Series 2023

LOAN AGREEMENT

among

CITY OF EAST BETHEL, MINNESOTA

NEXUS DIVERSIFIED COMMUNITY SERVICES

and

BREMER BANK, NATIONAL ASSOCIATION

Dated as of August 1, 2023

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Exhibit A Form of Note A-1

LOAN AGREEMENT

This LOAN AGREEMENT (the "Loan Agreement"), is dated as of August 1, 2023, and is entered into among the CITY OF EAST BETHEL, MINNESOTA, a Minnesota municipal corporation (the "Issuer"), NEXUS DIVERSIFIED COMMUNITY SERVICES, a Minnesota nonprofit corporation (the "Borrower"), and BREMER BANK, NATIONAL ASSOCIATION (the "Lender" or "Bank").

RECITALS

WHEREAS, the Issuer is authorized and empowered under Minnesota Statutes, Sections 469.152 to ~~469.165~~469.1655, as amended (the "Act"), to issue and sell revenue bonds and lend the proceeds thereof to a nonprofit corporation for the purpose of financing and refinancing certain projects authorized thereby, including the Project (as defined below); and

WHEREAS, the Borrower, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), has requested that the Issuer issue a revenue note under the Act to finance a portion of the costs of acquiring real estate and certain personal property located at 900 189th Avenue NE, East Bethel, Minnesota, for use as a residential psychiatric treatment facility (the "Project"), including the payment of startup costs relating to the Project and costs of issuance incurred in connection with the issuance of the Note described below; and

WHEREAS, the City Council of the Issuer has approved the issuance of the Note, in accordance with all pertinent requirements of the Act; and

WHEREAS, the Issuer proposes to issue and sell to the Lender its $10,000,000 Revenue Note (Nexus Diversified Community Services Project) Series 2023 (referred to herein as the "Note"), and to make a loan of the proceeds thereof to the Borrower under this Loan Agreement to provide for the paying of costs incurred with respect to the Project and to pay the costs of issuance of the Note, all as more fully described herein; and

WHEREAS, as additional security for the repayment of the Note, a Guaranty Agreement, dated as of August 1, 2023 (the "Guaranty"), has been delivered from the Nexus Family Healing, a Minnesota nonprofit corporation and a 501(c)(3) organization, to the Lender; and

WHEREAS, the Borrower has agreed to execute and deliver a Combination Mortgage, Security Agreement and Fixture Financing Agreement and Assignment of Leases and Rents of even date herewith, granting a mortgage lien against and a security interest in the Project, and a Combination Mortgage, Security Agreement and Fixture Financing Agreement and Assignment of Leases and Rents of even date herewith, granting a mortgage lien against and a security interest in certain other real property of the Borrower, all in order to secure the prompt and full payment of the Loan Repayments (as defined herein) and the principal of and interest on the Note, and the performance of all obligations of the Borrower hereunder.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions

. Unless the context otherwise requires, the terms defined in this Article I and in the succeeding Articles of this Loan Agreement shall, for all purposes of this Loan Agreement and of any agreement supplemental hereto, have the meanings herein specified, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined:

"Act" has the meaning set forth in the recitals to this Loan Agreement.

"Additional Parity Debt" shall have the meaning set forth in Section 7.11 hereof.

"Assignment and Pledge Agreement" or "Assignment" means the Assignment and Pledge Agreement from the Issuer to the Lender of even date herewith, and any amendments or supplements thereto.

"Authorized Borrower Representative" means the Chief Executive Officer or Chief Financial Officer of the Borrower, or any other person designated to act on behalf of the Borrower by written certificate furnished to the Issuer and the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by the President, any Vice President, the Secretary, the Assistant Secretary, or the Treasurer of the Borrower. Such certificate may designate an alternate or alternates.

"Authorized Issuer Representative" means the City Administrator of the Issuer, or any other person designated by the Issuer to act on behalf of the Issuer by written Certificate furnished to the Borrower and the Lender, containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor. Such certificate may designate an alternate or alternates.

"Bond Counsel" means an Independent, nationally recognized bond counsel.

"Borrower" means Nexus Diversified Community Services, a Minnesota nonprofit corporation, its successors and assigns.

"Business Day" means a day on which banking business is transacted in the city in which the Lender has its designated corporate office.

"Cash and Liquid Investments" means all unrestricted cash and marketable securities (valued at fair market value), including without limitation, funded depreciation, whether classified as current or noncurrent assets, held by the Consolidated Entities for any of their corporate purposes, but excluding the proceeds of any Indebtedness incurred by the Consolidated Entities.

"Certificate" means a certification in writing required or permitted by the provisions of this Loan Agreement or the other Note Documents, signed and delivered to the Lender or other proper person or persons. If and to the extent required by the provisions of Section 1.2 hereof, each Certificate shall include the statements provided for in said Section 1.2.

"Certified Resolution" means a copy of a resolution of the Governing Body, certified by the City Administrator to have been duly adopted by the Governing Body and to be in full force and effect on the date of such certification.

"Closing" has the meaning provided in Section 3.1 hereof.

"Closing Date" means the date of issuance and initial delivery to the Lender of the Note as provided in Section 3.1 hereof.

"Code" has the meaning set forth in the recitals to this Loan Agreement.

"Consolidated Entities" means the Borrower; the Guarantor; Nexus-FACTS Family Healing, a Minnesota nonprofit corporation; Nexus-Gerard Family Healing, LLC, a Minnesota limited liability company; Nexus-Kindred Family Healing, a Minnesota nonprofit corporation; Nexus-PATH Family Healing, a North Dakota nonprofit corporation; and Nexus-Woodbourne Family Healing, Inc., a Maryland nonstock corporation; provided, however, that for purposes of the covenants in Section 7.9 and Section 7.10 hereof and related defined terms, the term "Consolidated Entities" shall not include Nexus-Woodbourne Family Healing, Inc.

"Date of Taxability" means such date, if any, as interest on the Note has been determined to be includable in the gross income of the recipient, pursuant to a Determination of Taxability.

"Days Cash on Hand" means the number of days determined by dividing (i) the sum of the Consolidated Entities' Cash and Liquid Investments by (ii) the quotient resulting from dividing the Consolidated Entities' total Operating Expenses for the prior Fiscal Year (as determined by generally accepted accounting principles, but excluding extraordinary losses and expenses, unrealized losses on investments, depreciation expense, amortization expense, and any other non-cash expense) by the number of days in such Fiscal Year.

"Debt Service Coverage Ratio" means, for any Fiscal Year or other period of calculation, the ratio of (a) the Consolidated Entities' Income Available for Debt Service, over (b) the Consolidated Entities' Total Principal and Interest Requirements.

"Default" means default by the Borrower in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Loan Agreement or any other Note Document, exclusive of any notice or period of grace required for a default to constitute an "Event of Default" as hereinafter provided.

"Determination of Taxability" means the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision by any court of competent jurisdiction, to the effect that interest on the Note is includable in the gross income of the recipient under Section 103 of the Code, and regulations thereunder, if the period, if any, for contest or appeal of such action,

ruling or decision has expired without any such contest or appeal having been properly instituted or, if instituted, such contest or appeal has been unsuccessfully concluded. Inclusion of interest on the Note in any alternative minimum tax shall not be a Determination of Taxability.

"East Bethel Mortgage" means the Combination Mortgage, Security Agreement and Fixture Financing Statement and Assignment of Leases and Rents, of even date herewith, relating to the Project, from the Borrower to the Lender, as amended or supplemented from time to time.

"East Bethel Mortgaged Property" means the Mortgaged Property, as such term is defined in the East Bethel Mortgage, and includes but is not limited to the land, buildings and equipment being financed through the issuance of the Note.

"Event of Default" means an Event of Default described in Section 8.1 hereof, which has not been cured.

"Fiscal Year" means, with respect to the Borrower and the Consolidated Entities, the twelve-month period beginning January 1 and ending on December 31, or such other twelve-month period as may be designated in a written Statement of the Borrower delivered to the Lender.

"Governing Body" means, whenever used with respect to the Issuer, the City Council of the Issuer or any successor as governing body of the Issuer.

"Guarantor" means Nexus Family Healing, a Minnesota nonprofit corporation, its successors and assigns.

"Guaranty" means the Guaranty Agreement of even date herewith from the Guarantor to the Lender, as amended or supplemented from time to time, guaranteeing payment of the Note in accordance with the provisions thereof.

"Income Available for Debt Service" means, in any Fiscal Year, the excess of Operating Revenues over Operating Expenses, but (i) including in Operating Revenues (a) charitable contributions which have not been restricted by the donor to a particular purpose; (b) unrestricted equity transfers of cash or cash equivalents from commonly controlled affiliates; and (c) interest and income on investments available for operations or debt service (exclusive of any unrealized gains on investments); and (ii) excluding from Operating Expenses (a) depreciation, amortization and interest expense; (b) any loss resulting from the extinguishment of indebtedness; (c) unpaid management fees that have been subordinated and deferred; (d) extraordinary non-recurring losses and expenses; and (e) unrealized losses on investments.

"Indebtedness" means (a) all the indebtedness of the obligor for borrowed money which has been incurred in connection with the acquisition of assets; and (b) the capitalized value of the liability under any lease of real or personal property which is properly capitalized on the statement of assets, liabilities, and fund balances of the obligor in accordance with generally accepted accounting principles consistently applied.

"Independent," when used with reference to an attorney, engineer, architect, certified public accountant, or other professional person, means a person who (i) is in fact independent, (ii) does not have any material financial interest in the Borrower or the transaction to which his Certificate or opinion relates (other than the payment to be received for professional services rendered), and (iii) is not connected with the Issuer or the Borrower as an officer, Commissioner, director or employee.

"Independent Counsel" means an Independent attorney duly admitted to practice law before the highest court of any state.

"Issuer" means the City of East Bethel, a Minnesota municipal corporation, its successors and assigns.

"Legal Investments" means any investment or investments permitted by applicable law to be made with proceeds of the Note at the date hereof or the date of investment.

"Lender" or "Bank" or "Registered Owner" means Bremer Bank, National Association, with its designated corporate office in St. Paul, Minnesota, its successors and assigns.

"Loan" means the loan from the Issuer to the Borrower provided for by Section 4.2 hereof.

"Loan Agreement" means this Loan Agreement, dated as of August 1, 2023, by and between the Issuer, the Borrower and the Lender, and any amendments or supplements hereto.

"Loan Repayments" means the payments made or to be made by the Borrower pursuant to Section 5.1.

"Long-Term Indebtedness" means any Indebtedness with a term (including extensions and renewals) of more than one year, and including the Note and Additional Parity Debt issued as Long-Term Indebtedness then outstanding.

"Material Adverse Change" means any change in the operations, business, financial position or prospects of the Borrower, including any change in the regulatory, statutory or other governmental requirements applicable to the operations conducted by, or the properties owned or operated by, the Borrower, which, in the reasonable determination of the Lender, is likely to materially adversely affect the capability of the Borrower to perform its obligations hereunder.

"Mortgage" means the East Bethel Mortgage and the Onamia Mortgage, together.

"Mortgaged Property" means the East Bethel Mortgaged Property and the Onamia Mortgaged Property, together.

"Net Assets" means the net assets of the Consolidated Entities determined in accordance with generally accepted accounting principles for nonprofit organizations.

"Net Proceeds" means, when used with respect to proceeds of insurance or a condemnation award, moneys received or receivable by the Borrower, less the cost of recovery

(including attorneys' fees) of such moneys from the insuring company or the condemning authority.

"Note" means the Revenue Note (Nexus Diversified Community Services Project) Series 2023, issued by the Issuer in the authorized principal amount of $10,000,000, substantially in the form attached hereto as Exhibit A, and dated the Closing Date, all pursuant to the provisions of this Loan Agreement and the Note Resolution.

"Note Documents" means this Loan Agreement, the Assignment and Pledge Agreement, the Guaranty, the Mortgage, the Note Purchase Agreement and other financing documents relating to the issuance of the Note (including the Tax Certificate).

"Noteholder" means the person or persons in whose name the Note shall be registered in the registration records maintained by the Issuer. The initial Noteholder is the Lender.

"Note Purchase Agreement" means the Note Purchase Agreement between the Issuer, the Lender and the Borrower.

"Note Resolution" means the resolution of the Issuer adopted by the Governing Body on ~~June 12~~July [__], 2023, authorizing the issuance and sale of the Note, as the same may be amended, modified or supplemented by any amendments or modifications thereof.

"Onamia Mortgage" means the Combination Mortgage, Security Agreement and Fixture Financing Statement and Assignment of Leases and Rents, of even date herewith, relating to certain property of the Borrower located in Onamia, Minnesota, from the Borrower to the Lender, as amended or supplemented from time to time.

"Onamia Mortgaged Property" means the Mortgaged Property, as such term is defined in the Onamia Mortgage.

"Operating Expenses" means, in any Fiscal Year, direct and indirect costs and expenses (including depreciation, allowance for doubtful accounts, amortization and interest expense) incurred by the Consolidated Entities, as determined by generally accepted accounting principles and the Borrower's audited financial statements.

"Operating Revenues" means, in any Fiscal Year, total operating revenue (less contractual allowances), including investment earnings, as determined by generally accepted accounting principles and the Consolidated Entities' audited financial statements, but excluding extraordinary or non-recurring items (such as any gain resulting from the sale of assets not made in the ordinary course of business).

"Opinion of Counsel" means a written opinion of counsel (who need not be Independent Counsel unless so specified) appointed by the Borrower or Issuer. If and to the extent required by the provisions of Section 1.2 hereof, each Opinion of Counsel shall include the statements provided for in said Section 1.2.

"Outstanding" when used as of any particular time with reference to the Note, means the then outstanding principal balance of the Note theretofore executed and delivered under the Note

Resolution, but excepting any Note in lieu of or in substitution for which another Note shall have been executed and delivered pursuant to the terms of paragraph 9 of the Note Resolution.

"Project" means the project described in Section 1.3 hereof.

"Redeem" or "Redemption" means and includes "prepay" or "prepayment" as the case may be.

"Tax Certificate" means the Tax Certificate of the Borrower dated August [1], 2023, delivered in connection with the issuance of the Note, and endorsed by the Issuer.

"Total Principal and Interest Requirements" means, in any Fiscal Year, or other period of calculation, the total amount of principal of and interest on any Long-Term Indebtedness of the Consolidated Entities which is to be due and payable in such Fiscal Year.

Section 1.2 Characteristics of Certificate or Opinion

. Every Certificate or opinion with respect to compliance with a condition or covenant provided for in this Loan Agreement or the other Note Documents shall include: (i) a statement that the person or persons making such certificate or opinion have read such covenant or condition and the definitions herein relating thereto; (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such Certificate or opinion are based; (iii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (iv) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such Certificate made or given by an officer of the Borrower or the Issuer may be based, insofar as it relates to legal matters, upon an opinion of counsel. Any such opinion made or given by counsel may be based (insofar as it relates to factual matters information with respect to which is in the possession of the Issuer or the Borrower) upon the certificate or opinion of or representations by an officer or officers of the Issuer or the Borrower.

Section 1.3 Description of Project

. The term "Project" refers to the project being financed through the issuance of the Note, which consists of the costs of acquiring real estate and certain personal property located at 900 189th Avenue NE, East Bethel, Minnesota, for use as a residential psychiatric treatment facility.

Section 1.4 Additional Provisions as to Interpretation

. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Loan Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not any particular Article, Section or subdivision hereof.

Any terms defined in any other Note Documents but not defined herein shall have the same meaning herein unless the context hereof clearly requires otherwise.

This Loan Agreement is governed by and shall be construed in accordance with the laws of Minnesota.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations by the Issuer

. The Issuer makes the following representations as the basis for its undertakings herein:

(a) The Issuer is a Minnesota municipal corporation.

(b) On ~~June 12~~July [ ], 2023, the Governing Body of the Issuer duly adopted the Note Resolution giving final approval to the issuance of the Note.

(c) The issuance and sale of the Note, the execution and delivery of this Loan Agreement, the Assignment and Pledge Agreement, the Note Purchase Agreement and the performance of all covenants and agreements of the Issuer contained in this Loan Agreement, the Assignment and Pledge Agreement, and the Note Purchase Agreement, and the Loan of money hereunder have been duly authorized by action of the Issuer, taken through adoption of the Note Resolution by a majority of the members of the Governing Body at a meeting of the Governing Body duly called and held.

(d) To provide for costs incurred with respect to the Project and the payment of costs of issuing the Note, the Issuer shall issue the Note to the Lender and lend the proceeds thereof to the Borrower pursuant to this Loan Agreement. The Issuer will issue the Note in the authorized principal amount of $10,000,000, and the Note will be issued substantially in the form attached hereto as Exhibit A.

(e) No Councilmember of the Issuer and no other elected or appointed official who is authorized to take part in the making of this Loan Agreement or the issuance of the Note is directly or indirectly interested in this Loan Agreement, the Note, the Project, or any contract, agreement or job hereby contemplated to be entered into or undertaken in connection with the Project.

(f) There is no litigation pending or, to the best of the knowledge of the officers of the Issuer executing this Loan Agreement, threatened questioning the authority of the Issuer to issue the Note, the due authorization of the Note Resolution or questioning the tax-exempt status of interest on the Note or questioning the powers or authority of the Issuer under the Act, or questioning the corporate existence or boundaries of the Issuer or the title of any of the present officers of the Issuer to their respective offices.

(g) The execution and delivery by the Issuer of the Note Documents to which it is a party does not violate or constitute a breach of or default under any document or instrument to which the Issuer is a party or any court order to which the Issuer is subject.

(h) The Issuer has ~~properly~~ designated the Note as a "qualified tax-exempt obligation," within the meaning of section 265(b)(3) of the Code.

Section 2.2 Representations and Covenants by the Borrower

. The Borrower makes the following representations and covenants:

(a) The Borrower is a nonprofit corporation duly organized and existing under the laws of the State of Minnesota. Pursuant to a letter from the Internal Revenue Service, dated April 8, 1983, the Borrower has been determined to be an organization recognized under Section 501(c)(3) of the Code.

(b) Except as otherwise provided in Section 6.2 hereof, the Borrower intends to own and operate the Mortgaged Property from the date hereof to the expiration or sooner termination of this Loan Agreement, as provided herein, except to the extent such operation may be interrupted by strikes, riots, acts of God or public enemy or other circumstances beyond the control of the Borrower.

(c) The execution and delivery of this Loan Agreement and the other Note Documents, and any other agreement or instrument to be entered into in connection with the Project, and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under the articles of incorporation or bylaws of the Borrower, or any note, debenture, lease or other evidence of indebtedness or any contract, loan agreement or lease to which the Borrower is a party or by which it is bound, or violate any law, regulation or order of the United States or the State of Minnesota or agency or political subdivision thereof or of any court order or judgment in any proceeding to which the Borrower is or was a party or by which it is bound.

(d) There is no litigation pending, or to the best of its knowledge threatened, against the Borrower affecting its ability to carry out the financing of the Project or the terms of this Loan Agreement, the other Note Documents, or any other agreement or instrument entered into in connection with the Mortgaged Property.

(e) To the best of the Borrower's knowledge and belief, no Councilmember or other officer or employee of the Issuer is directly or indirectly interested in this Loan Agreement, the other Note Documents, the Project or any contract, agreement or job hereby contemplated to be entered into or undertaken.

(f) So long as the Note shall remain outstanding, the Borrower shall not take or suffer to be taken any action which would have the effect of jeopardizing the tax-exempt status of interest on the Note under the Code or the authority of the Borrower to undertake the Project.

(g) The facilities financed by the Note are and shall be owned, for federal income tax purposes by an organization described in Section 501(c)(3) of the Code or by a unit of state or local government, all to the extent required by the provisions of Section 145(a)(1) of the Code.

(h) Not less than 95% of the net proceeds of the Note will be used in accordance with the requirements of Section 145(a) of the Code.

(i) No revenues derived or to be derived from any portion of the Project are or shall be delivered from any "private business use" or from an "unrelated trade or business," within the meaning of Section 513(a) of the Code, except as may be specifically contemplated by Section 145(a) of the Code in amounts that would not require the interest on the Note to become includable in the gross income of the recipients thereof, for purposes of Federal income taxation. In furtherance of this covenant, at least 97% of the facilities (measured by reference to fair market value) financed by the Note is to be used solely and exclusively by a tax-exempt organization in activities which do not constitute unrelated trades or businesses, determined by applying Section 513(a) of the Code, and the Borrower will not permit more than 3% of such facilities (measured by reference to fair market value) to be used (i) by a tax-exempt organization in an unrelated trade or business or (ii) in the trade or business of any person other than a unit of state or local government or a tax-exempt organization (whether pursuant to a lease, management agreement or other arrangement), unless such use, according to an opinion of Bond Counsel, will not jeopardize the excludability from gross income, for federal income tax purposes, of interest on the Note.

(j) The issuance costs financed by the Note shall not exceed 2% of the proceeds of the Note.

(k) None of the proceeds of the Note shall be used to provide an airplane, skybox or other private luxury box, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises, and the Borrower does not expect that the Project, or any portion thereof, shall subsequently be used for any of such purposes.

(l) The weighted average maturity of the Note does not exceed 120% of the average reasonably expected economic life of the Project, all within the meaning of Section 147(b) of the Code.

ARTICLE III

ISSUANCE OF NOTE

Section 3.1 Issuance of Note by Issuer; Purchase by Lender

. To accomplish the issuance of the Note and pay for costs of the Project and costs of issuing the Note, the Issuer will, on the Closing Date, issue the Note and sell the same to the Lender and the Lender will purchase the Note, all pursuant to the terms of and upon satisfaction

of the conditions set forth in this Loan Agreement and the Note Purchase Agreement. The proceeds of issuance of the Note shall be loaned to the Borrower as provided in Section 3.2 of this Loan Agreement. The Note shall mature on August [1], 2050, shall be subject to prepayment and purchase prior to maturity as provided in the Note and shall bear interest at such rate or rates from time to time as set forth in the Note. The Issuer will issue the Note in the form attached hereto as Exhibit A.

Section 3.2 Application and Deposit of Note Proceeds

. In consideration for providing a loan to the Borrower that is evidenced by the Note, payment for the Note shall be made by the Lender, by payments as follows (such payments to be made for the benefit of the Borrower): (i) to [_____] (the "Title Company"), an amount equal to $[_____] to acquire the Project, (ii) to the Borrower, $[_____] to be used for startup costs of the Project; and (iii) to certain third parties, costs of issuing the Note in the aggregate amount of $[_____], as detailed in a closing memorandum prepared by the Lender, dated as of the Closing Date and signed by the Borrower. Such payments shall constitute the loan of the Note proceeds from the Issuer to the Borrower under Section 4.2 hereof.

Section 3.3 Registration of Note; Transfer and Assignment by Lender

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(a) The Issuer or its designee shall act as note registrar ("Note Registrar") for the registration and transfer of the Note, and as such shall keep a register ("Note Register") to evidence the registration, transfer and exchange of the Note at its principal office. The Note Register may be kept in any form that maintains a record of the registered owners of each Note and their addresses, including without limitation copies of each Note, assignments thereof or notices of assignments thereof.

(b) The Note may be transferred without the necessity of obtaining the consent of Issuer or the Borrower, but only upon the Note Register upon surrender thereof to the Note Registrar accompanied by (i) an assignment in substantially the form attached to the Note duly executed by the registered owner thereof or such registered owner's attorney or legal representative upon which the Issuer is entitled to rely without further investigation, and (ii) a copy of a notice of assignment sent to the Borrower identifying the name, address and tax identification number of the transferee. Upon any such transfer, at the direction of the Note Registrar, the Issuer shall execute and deliver in exchange for such Note a new Note registered in the name of the transferee, of the same series, of the same outstanding principal amount, maturing in the same amounts at the same times and bearing interest at the same rate. Lender shall have the right to request Issuer to approve one or more transfers or retransfers pursuant to a public offering of any Note or Lender's interests thereon, but such approval shall be in Issuer's sole discretion.

(c) The ~~Issuer~~Note Registrar may make a charge against any registered owner requesting transfer of a Note for every such transfer in an amount sufficient to reimburse it for any tax, attorneys' fees or other governmental charges required to be paid with respect to such transfer and such charge shall be paid before any such new Note shall be delivered. The

reasonable fees and charges of the ~~Issuer~~Note Registrar for making any transfer or exchange, and the expense of any note preparation necessary to effect any such transfer or exchange shall be paid by the Borrower.

(d) The person in whose name the Note shall be registered on the Note Register shall be deemed and regarded by ~~Issuer~~Note Registrar and the Borrower as the absolute owner of such Note for all purposes, and payment of or on account of the principal of and prepayment premium, if any, and interest on any such Note shall be made only to or upon the order of the registered Noteholder or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) The Loan Agreement and the right to receive Loan Repayments from the Borrower hereunder shall automatically be assigned to any transferee of Lender or any other registered owner of such Note without the necessity of any separate instrument of assignment so that the registered owner of such Note is also the owner of the Loan Agreement and such rights (except for the rights of the Issuer under Sections 5.2, 7.1, 7.6, 8.4 and 8.5 thereof relating to expenses and indemnity of the Issuer and the right to enforce said rights). The Issuer and the Borrower agree to execute all documents including notices of assignment and amendments to financing statements, which may be reasonably requested by any such owner to protect their interest in the Loan Agreement.

Section 3.4

ARTICLE IV

LOAN OF PROCEEDS

Section 4.1 Loan of Proceeds

. The Issuer hereby lends to the Borrower, as further provided in Sections 3.1 and 3.2, the entire gross proceeds of issuance of the Note ($10,000,000). The obligation of the Borrower to repay said loan (the "Loan"), together with interest and premium, if any, thereon shall become effective immediately upon the transfer and deposits of Note proceeds, as provided in Section 3.2 hereof.

Section 4.2 Reserved

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Section 4.3 Insufficient Proceeds; Borrower Required to Pay Costs of Project

. In the event that the proceeds of the Note should not be sufficient to pay in full for the costs of the Project, together with all costs of issuance of the Note, the Borrower agrees, for the benefit of the Issuer and the Lender, to complete the acquisition of the Project and to pay any such additional costs. Neither the Issuer nor the Lender makes any warranty, either express or implied, that the proceeds of the Note, which under the provisions of this Loan Agreement will

be available for the Project and payment of costs of issuance, will be sufficient to pay all the costs which will be incurred in connection with the Project. If the Borrower should pay any portion of such costs of the Project in excess of the proceeds of the Note, it shall not be entitled to any reimbursement therefor from the Issuer or the Lender, nor shall it be entitled to any diminution in or postponement of payments to be made under Sections 5.1, 5.2, or 5.6 hereof.

Section 4.4 Inspections

. It is expressly understood and agreed that the Lender may conduct such inspections of the Project as it may deem necessary for the protection of its interest, and that any inspections which may be made of the Borrower's facilities by the Lender will be made solely for the benefit and protection of the Lender, and that the Borrower will not rely thereon. The Borrower shall permit the Lender at all reasonable times and upon reasonable notice to enter upon the Mortgaged Property for purposes of inspection, as permitted by this Section, and to examine the Borrower's books and records for purposes of assessing compliance with the requirements of this Loan Agreement.

Section 4.5 Issuance Costs

. Notwithstanding any other provision hereof, the Borrower covenants that issuance costs financed by the Note shall not exceed 2% of the proceeds of the Note. The Borrower shall pay from its own funds any costs of issuance and real estate costs in excess of 2% of the proceeds of the Notes from the Borrower's funds.

ARTICLE V

LOAN REPAYMENTS AND OTHER PAYMENTS

Section 5.1 Repayment of Loan

. The Borrower covenants and agrees to repay the Loan, together with interest thereon, in Loan Repayments which shall be made on the dates and in the amounts required under the Note to pay, in full and when due, all principal of, interest on and premium, if any, on the Note. The Borrower shall pay as an additional Loan Repayments all amounts required under Section 5.5(d) hereof. Such payments by the Borrower under this Section shall be made to the Lender via wire transfer or ACH debit in such coin or currency of the United States of America as may be legal tender for the payment of public and private debts. The Borrower shall furnish to the Issuer, if the Issuer so requests, the advice of transmittal of such payments at the time of transmittal of payment. All payments under this Section 5.1 shall be Loan Repayments.

Section 5.2 Additional Payments

. The Borrower also agrees to make the following payments:

(a) To the Lender, all reasonable fees and expenses or advances of the Lender charged or made in connection with the transactions contemplated by this Loan Agreement and the other Note Documents, including attorneys' fees, and an origination fee in the amount of $15,000.00.

(b) To the Issuer, all reasonable expenses of the Issuer incurred or made in connection with the transactions contemplated by this Loan Agreement and the other Note Documents, including attorneys' fees and any fees or charges relating to the sale or transfer of the Note in accordance with the Note Resolution, including but not limited to [a one-time administrative fee for services of the Issuer in the amount of $[_____], to be paid on the Closing Date.]

Section 5.3 No Set-Off; Borrower's Obligations Unconditional

. The obligation of the Borrower to make the payments and to perform and observe the other agreements on its part contained herein, in the other Note Documents and in the Note shall be absolute and unconditional. So long as any principal of the Note is outstanding, the Borrower will pay without abatement, diminution or deduction (whether for taxes or otherwise) all Loan Repayments required to be paid hereunder, regardless of any cause or circumstance whatsoever including, without limiting the generality of the foregoing: any defense, setoff, recoupment or counterclaim which the Borrower may have or assert against the Issuer, the Lender or any other Noteholder or any other person; any failure of the Issuer to perform any covenant or agreement contained herein or in any other agreement between the Issuer or any Noteholder and the Borrower; any indebtedness or liability at any time owing to the Borrower by the Issuer, the Lender or any other Noteholder or any other person; any acts or circumstances that may constitute failure of consideration; damage to or condemnation of the Project; failure or delay in completion of the Project; eviction by paramount title; commercial frustration of purpose; bankruptcy or insolvency of the Issuer, or the Lender; enforcement or foreclosure of any of the Note Documents; any change in the tax or other laws of the United States of America or of any State or any political subdivision of either; or any failure of the Issuer or the Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation, arising out of or connected with this Loan Agreement, the other Note Documents or the Note Resolution.

Section 5.4 Optional Prepayment.

The Loan and the Note shall be subject to prior optional prepayment, in whole or part, at any time, at the direction of the Borrower, without prepayment penalty or premium, except as required under the Note. In the event the Borrower elects to prepay the Loan, the Borrower shall cause to be given advance written notice to the Lender of such prepayment not less than 30 days prior to such prepayment. Any partial prepayment shall be applied, as directed by the Borrower, either to a reduction of the last installments due and owing on the Note, in inverse order, or to a pro-rata reduction in the monthly installment payments owing thereunder.

Section 5.5 Tax-Exempt Status of Interest on the Note

. It is the intention of the parties hereto that the interest paid on the Note will not be included in the gross income of the recipient of said interest by reason of Section 103 and related Sections of the Code, including, particularly, Section 145 of the Code. In order to confirm and carry out such intention:

(a) The Borrower shall (i) provide such Certificates of the Authorized Borrower Representative, Opinions of Counsel (including Bond Counsel), and other evidence as may be necessary or reasonably requested by the Issuer or any Holder to establish the exemption of interest on the Note under Section 103 and related Sections and the absence of arbitrage expectation under Section 148 of the Code, and (ii) file such information and statements, acting alone or with the Issuer, with the Internal Revenue Service, as may be required from the Borrower or the Issuer to establish or preserve such exemption or as may be required by Section 103 and related Sections of the Code, including Section 149(e) of the Code, and regulations thereunder.

(b) If the Lender shall be given notice of a proposed deficiency by the Internal Revenue Service, based upon a proposed Determination of Taxability, or if a responsible officer of the Lender shall have actual knowledge of any proposed deficiency or ruling by the Internal Revenue Service to the effect that interest on the Note is includable in the gross income of a Noteholder, the Lender shall give notice to the Borrower of such proposed deficiency or ruling as promptly as possible and permit the Borrower, to the extent reasonably possible, to participate in contesting any such proposed deficiency or ruling. Any expenses incurred by the Borrower, the Issuer or the Lender at the request of the Borrower in connection with such contest shall be paid by the Borrower. Notwithstanding the foregoing, the Lender shall have the right to control all proceedings before the Internal Revenue Service and any judicial proceedings relating to taxability of interest on the Note received, including the compromise of claims in such proceedings and abandonment of rights to appeal, and failure of the Lender to give notice to the Borrower under this paragraph (b) shall not affect the Borrower's obligation under paragraph (c) of this Section.

(c) If there shall occur a Determination of Taxability, the Note shall be subject to mandatory prepayment and redemption, in whole, on the 60th calendar day following notice to the Borrower of the Determination of Taxability, at a prepayment price equal to the then outstanding principal amount of the Note, plus accrued interest through the date of prepayment, together with amounts sufficient to reimburse any Noteholder for any taxes owing as a result of the Determination of Taxability, including penalties and interest, and together with such additional amounts as may be necessary to provide to the Lender a taxable equivalent rate of interest on the Note (calculated at the interest rate on the interest then borne on the Note divided by 75% (0.75)), payable from the Date of Taxability to the date of prepayment.

(d) The Borrower hereby acknowledges and confirms its obligations under Section 148 of the Code and regulations thereunder, in order to maintain the tax-exempt status of the Note. Specifically, the Borrower agrees to comply with the rebate requirements imposed under Section 148(f) and pertinent regulations, including the requirement to make annual (or other periodic) calculations of the amount subject to rebate thereunder, and to maintain records of such determinations until six years after the retirement of the Note, and the requirement to make all required rebate payments to the United States not later than 60 days after the end of the fifth bond year and not later than 60 days after each fifth anniversary thereof, to and until the date which is 60 days after the final retirement of the Note. If the Borrower shall fail to pay the full amount of any

rebate payment required to be paid by the Borrower when such deposit is due, the Lender may make payment to the United States, and such payment or deposit shall be an advance under Section 8.05 of this Loan Agreement. In construing the Borrower's obligations hereunder, all terms used in this paragraph (d) shall have the meanings provided in said Section 148(f) and regulations thereunder. The Borrower agrees to make all required rebate payments to the United States, as and when required, and such payments shall constitute additional Loan Repayments under Section 5.1 hereof.

ARTICLE VI

USE OF PROJECT

Section 6.1 Use of Project

. The Borrower will use the Project only in furtherance of its lawful purposes and will use and operate the Project or cause the Project to be operated only in accordance with all applicable requirements of the Act, Minnesota law and the Code.

The Borrower will not use or permit any person to use the Project for any use or purpose in violation of the laws of the United States or the State of Minnesota, or of any local codes or ordinances, and agrees to comply with all applicable orders, rules, regulations and requirements of the political jurisdictions within which the Project is located and all other agencies, commissions, authorities and boards having jurisdiction over the Project. The Borrower shall have the right to contest by appropriate legal proceedings, without cost or expense to the Issuer, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to.

Section 6.2 Ownership, Maintenance and Possession of Project by Borrower

. The Borrower agrees that, so long as the Note is outstanding, the Borrower will own the Project and keep the Project or cause the Project to be kept in good repair and good operating condition at its own cost, ordinary depreciation excepted, making such repairs and replacements as are necessary in the judgment of the Borrower so that the Project will continue to comply with all pertinent requirements of the Act and so that the interest on the Note will remain excludible from gross income for purposes of federal income taxation. The Borrower intends for Nexus Family Healing, an affiliate of the Borrower and an organization described in Section 501(c)(3) of the Code to lease the Project from the Borrower, and operate the Mortgaged Property from the date hereof to the expiration or sooner termination of this Loan Agreement, as provided herein. As required by the Act, the Borrower will pay or cause to be paid all expenses arising from the operation and maintenance of the Project. The Borrower covenants that, so long as the Note shall remain outstanding, the Borrower shall continue to own the Project and use the same in furtherance of its lawful purposes and that no part of the Project shall be used in any unrelated trade or business of the Borrower or the Guarantor, within the meaning of Section 513 of the Code, or shall be leased to or used by any person not constituting a unit of state or local government or an organization described in Section 501(c)(3) of the Code, without furnishing to the Lender an opinion of Bond Counsel concluding that such use shall not adversely affect the exclusion from gross income of interest on the Note.

Section 6.3 Liens

. The Borrower will pay or cause to be paid all utility charges and other charges arising from its operations (or the operations of the Guarantor) which, if unpaid, would become a lien on the Project and will not permit any lien or encumbrance to be established or to remain unsatisfied against the Project, except for Permitted Encumbrances (as defined in the Mortgage). The Borrower may in good faith contest any such lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Lender shall notify the Borrower that, in the opinion of Independent Counsel, by nonpayment of any such items the Project or any part thereof will be subject to loss or forfeiture, in which event the Borrower shall promptly pay and cause to be satisfied and discharged all such unpaid items.

Section 6.4 Taxes and Other Governmental Charges

. As required by the Act, the Borrower will pay, as the same respectively become due and before penalty attaches, any taxes, license fees and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the operation of the Project. The Borrower may, at its expense, in good faith contest any such taxes, assessments, license fees and other governmental charges by appropriate proceedings and, in the event of any such contest, may permit the taxes, assessments, license fees or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom if funds sufficient to satisfy the contested amount have been deposited in an escrow account satisfactory to the Lender.

Section 6.5 Reserved.

Section 6.6 Insurance

(a) . The Borrower agrees to maintain policies of insurance throughout the term hereof satisfactory to the Lender and in accordance with the terms and provisions of this Loan Agreement, including the following:

(a) Insurance against loss and/or damage to the Mortgaged Property under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire and extended coverage in an amount not less than 90% of the full insurable replacement value of the Mortgaged Property, less an amount equal to the fair market value of the Land, but any such policy may have a deductible amount of not more than $[150,000]. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise. The term "full insurable replacement value" shall mean the actual replacement cost of the Mortgaged Property (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and may be determined or re-determined on the fifth anniversary hereof and every fifth anniversary thereafter, by an insurance consultant or insurer, selected and paid for by the Borrower. All policies evidencing insurance required by this subparagraph (a)

with respect to the Mortgaged Property shall be carried in the names of the Borrower and the Bank as their respective interests may appear and shall contain standard mortgage clauses which provide for Net Proceeds of insurance resulting from claims per casualty thereunder to the Mortgaged Property to be made payable directly to the Bank. The Net Proceeds of such insurance required by this paragraph (a) with respect to the Mortgaged Property shall be applied as provided in Section 6.7.

(b) Comprehensive general public liability insurance, including personal injury liability, and, if the Borrower owns or leases any automobiles, automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of $5,000,000, for public liability not arising from ownership or operation of automobiles (or other motor vehicles), and in the minimum amount of $1,000,000 for each occurrence and for each year for liability arising out of ownership or operation of automobiles (or other motor vehicles) and shall be endorsed to show the Lender and Issuer as an additional insured.

(c) Such other insurance, including (i) business interruption insurance, (ii) employee theft, and (iii) workers' compensation insurance respecting all employees of the Borrower, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Borrower may be self-insured with respect to all or any part of its liability for workers' compensation.

All insurance required in this Section shall be taken out and maintained in responsible insurance companies selected by the Borrower which are authorized under the laws of Minnesota to assume the risks covered thereby. The Borrower will deposit annually with the Bank a certificate of compliance with the provisions hereof. Each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Borrower and the Bank at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, the Borrower may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. All insurance carried by the Borrower shall name the Lender as a loss payee or additional insured, as applicable.

Section 6.7 Damage or Destruction

. In the event of damage to the Mortgaged Property from any cause whatsoever, the Borrower will proceed to reconstruct, replace and repair the damaged portion of the Mortgaged Property so that the revenue-producing capacity thereof will not be diminished and to the extent necessary for the Mortgaged Property to continue to comply with all pertinent requirements of the Act and to maintain the tax-exempt status of interest on the Note. Any such repair, rebuilding or reconstruction shall be without expense to the Issuer or the Lender. In connection with such reconstruction, replacement and repair, any available proceeds of property casualty insurance held by the Bank pursuant to Section 6.6 shall be made available to pay the costs of such reconstruction, replacement and repair; provided, however, that such proceeds shall be disbursed by the Bank only upon such terms and conditions as are reasonably satisfactory to the Bank, including engagement of an acceptable title insurance company to act as disbursing agent and provide appropriate assurances as to title to and the absence of unacceptable liens against the

Mortgaged Property, all to assure, in the sole discretion of the Bank, (a) the adequacy of the collateral for the Loan, (b) the adequacy of ongoing progress to completion throughout the construction period, (c) the adequacy of the moneys available therefor to satisfactorily complete such work, and (d) that no mechanics liens are filed against the Mortgaged Property. Notwithstanding the foregoing, in the event all or a major portion of the Mortgaged Property is damaged or destroyed and the Borrower shall determine that it is not practical or desirable to rebuild, repair or restore the Mortgaged Property, the Borrower shall have no obligation to do so, provided that (i) the Borrower shall promptly have notified the Lender and the Issuer of the damage or destruction and of its determination that it is not practical or desirable to rebuild, repair or restore the Mortgaged Property, (ii) the Borrower shall furnish to the Lender an opinion of Bond Counsel to the effect that the failure to rebuild, repair or restore the Mortgaged Property does not jeopardize the exclusion of interest on the Note from gross income for purposes of federal income taxation under Section 103 and related Sections of the Code, and (iii) the Borrower shall promptly elect to prepay the Note in whole and shall apply the proceeds of any insurance and other available moneys of the Borrower, to the extent necessary, to pay the principal of and interest owing with respect to the outstanding Note on the applicable prepayment date therefor, all in accordance with Section 5.4 hereof. In all other respects, any such prepayment shall also be effected as provided in Section 5.4. In the event that the amount of any such insurance proceeds shall be insufficient to provide for payment in full of the Note when due, the Borrower shall make payment of any such deficiency as a condition to its election to make a prepayment of the Note.

ARTICLE VII

SPECIAL COVENANTS

Section 7.1 No Warranty of Condition or Suitability; Indemnification

. The Issuer does not make any warranty, either express or implied, as to the design or capacity of the Project, as to the suitability for operation of the Project or as to the condition of the Project or that the Project will be suitable for the Borrower's purposes or needs. The Borrower releases the Issuer from, agrees that the Issuer shall not be liable for, and agrees to hold the Issuer, its Governing Body's members, ~~and its respective~~ officers, agents, including independent contractors, consultants and legal counsel, servants and employees, past, present and future (hereinafter, for purposes of this Section, collectively, the "Indemnified Issuer Parties"), harmless against, any claim, cause of action, suit or liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof, except such loss, damage or injury as results from the negligent acts or omissions of the Issuer.

The Borrower further agrees to indemnify and hold harmless the Indemnified Issuer~~, its Governing Body, its officers, agents and employees, past, present and future,~~ Parties against any and all losses, claims, damages or liability to which the Indemnified Issuer~~, its Governing Body, its officers, agents and employees, past, present and future,~~ Parties may become subject under any law in connection with the issuance and sale of the Note and the carrying out of the transactions contemplated by this Loan Agreement and the other Note Documents, including any costs incurred by the Issuer in connection with responding to an audit or inquiry from the

Internal Revenue Service and to reimburse the Indemnified Issuer~~, its Governing Body, its officers, agents and employees, past, present and future,~~ Parties for any out-of-pocket legal and other expenses (including reasonable counsel fees) incurred by the Indemnified Issuer~~, its Governing Body, its officers, agents and employees, past, present and future,~~ Parties in connection with investigating any such losses, claims, damages or liabilities or in connection with defending any actions relating thereto or in responding to any such audit or inquiry. The Issuer agrees, at the request and expense of the Borrower, to cooperate in the making of any investigation in defense of any such claim and promptly to assert any or all of the rights and privileges and defenses identified in writing by the Borrower which may be available to the Issuer. The Borrower further releases and agrees to hold harmless the Indemnified Issuer~~, its Governing Body, and its officers, agents and employees, past, present and future,~~ Parties from any liability arising in connection with the Project, or with this Loan Agreement or any of the Note Documents. The provisions of this Section shall survive the payment and redemption of the Note.

Section 7.2 Borrower to Maintain its Corporate Existence; Permitted Exceptions

. The Borrower agrees that during the term of this Loan Agreement the Borrower will maintain its existence as an organization described in section 501(c)(3) of the Code qualified to do business in Minnesota and each other state where the nature of its business so requires; it will not dissolve or otherwise dispose of all or substantially all of its assets; and it will not merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided that the Borrower may, upon satisfaction of such conditions as are reasonably acceptable to the Bank, consolidate with or merge into another corporation, or permit one or more other of such corporations to consolidate with or merge into it, or sell or otherwise transfer to another such corporation all or substantially all of its assets as an entirety and thereafter dissolve if (i) such surviving, resulting or transferee corporation is an organization described in section 501(c)(3) of the Code and assumes in writing all of the obligations of the Borrower herein, (ii) such surviving, resulting or transferee corporation has tangible unrestricted net assets at least equal to those of the Borrower at the time of the transaction, (iii) the Borrower shall furnish the Lender with an opinion of Bond Counsel to the effect that the merger or consolidation will not result in the inclusion of interest on the Note in the gross income of the Noteholder for federal income tax purposes, and (iv) immediately after giving effect to such transaction no Event of Default, or an event which after notice or lapse of time, or both, would become an Event of Default, would occur and be continuing.

If consolidation, merger, sale or other transfer is made as provided in this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger, sale, or other transfer shall be made except in compliance with the provisions of this Section.

Section 7.3 Public Reports

. The Borrower shall render at its own expense to the Issuer and the State of Minnesota such reports concerning the Note and the Project as may be required by the Act or by any other law, regulation or ordinance.

Section 7.4 Further Assurances, Financing Statements, Maintenance of Lien

. At the request of the Issuer or the Lender, the Borrower shall execute any financing statement, amendment or supplement to the Mortgage, or other instrument which is or may be required to carry out the intent of the parties as expressed in this Loan Agreement, the Note Resolution, or the other Note Documents. The Borrower shall, at its sole expense, file or cause to be filed all financing statements under the Uniform Commercial Code or similar instruments deemed necessary by the Lender to perfect and continue the security interest of the Lender in this Loan Agreement and the Loan Repayments of the Borrower payable hereunder (except for the rights of the Issuer under Sections 5.2, 7.1, 7.6, 8.4 and 8.5 thereof relating to expenses and indemnity of the Issuer and the right to enforce said rights), including any financing statements which the Issuer is required to file. The Borrower shall maintain the perfection and priority of the security interest of the Lender granted under the Assignment and Pledge Agreement by filing continuation statements as required under Article 9 of the Uniform Commercial Code.

Section 7.5 Assignments

. The Borrower consents to the pledge and assignment of the Loan Repayments and other interests of the Issuer in this Loan Agreement by the Issuer to the Lender as provided in the Note Resolution and the Assignment. The interests and obligations of the Borrower under this Loan Agreement are non-assignable and shall not be assigned except to a trustee in bankruptcy or similar officer pursuant to the Bankruptcy Code or similar law.

Section 7.6 Observance of Note Resolution Covenants and Terms

. The Borrower will not do, in any manner, anything which will cause or permit to occur any violation of any provision of the Note Resolution, but will faithfully observe and perform, and will do all things necessary so that the Issuer may observe and perform, all the conditions, covenants and requirements of the Note Resolution. The Issuer agrees that it will observe and perform all obligations imposed upon it by the Note Documents; provided that the Issuer has no obligation to use its own funds to perform or cause performance of any such obligations, and provided further that no covenant, representation or undertaking shall ever give rise to any liability of the Issuer, its officers, agents or employees or constitute a charge against its credit or taxing powers.

It is understood and agreed by the Borrower and the Lender that no covenant, provision or agreement of the Issuer herein or in the Note, the Note Resolution, the other Note Documents or in any other document executed by the Issuer in connection with the issuance, sale and delivery of the Note, or any obligation herein or therein imposed upon the Issuer or breach thereof, shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers or shall obligate the Issuer financially in any way except with respect to the application of revenues received as Loan Repayments and the application of proceeds of the Note, as provided in the Assignment and Pledge Agreement (the "Pledged Revenues"). No failure of the Issuer to comply with any term, condition, covenant or agreement therein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from the Pledged Revenues. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer. In making the agreements, provisions and covenants set forth herein, the Issuer has not obligated itself except

with respect to the Pledged Revenues. The Note ~~constitute~~constitutes a special, limited ~~obligations~~obligation of the Issuer, payable solely from the Pledged Revenues, and does not now and never shall constitute an indebtedness or a loan of the credit of the Issuer, the State of Minnesota or any political subdivision thereof or a charge against the general taxing powers of any of them within the meaning of any constitutional or statutory provision whatsoever. It is further understood and agreed by the Borrower and the Lender that the Issuer shall incur no pecuniary liability hereunder and shall not be liable for any expenses related hereto, all of which the Borrower agrees to pay. If, notwithstanding the provisions of this Section, the Issuer incurs any expense, suffers any losses, claims or damages or incurs any liabilities relating to the Note or the Note Documents, the Borrower will indemnify and hold harmless the Issuer from the same and will reimburse the Issuer for any legal or other expenses incurred by the Issuer in relation thereto, and this covenant to indemnify, hold harmless and reimburse the Issuer shall survive delivery of and payment for the Note.

Section 7.7 Financial Information and Reporting

. Except as otherwise stated in this Loan Agreement, all financial information provided to the Lender shall be prepared using generally accepted accounting principles consistently applied.

During the term of this Loan Agreement, and afterward until all amounts due under this Loan Agreement are paid in full, unless the Lender shall otherwise agree in writing, the Borrower agrees to provide the following to the Lender:

(a) Within not more than 150 days after the end of each of the Borrower's Fiscal Years (or by such other deadline as agreed to by the Borrower and the Lender), commencing with the Fiscal Year ended December 31, 2023, audited consolidated financial statements for the Consolidated Entities, including an income statement or equivalent report, a balance sheet, a statement of changes in unrestricted net assets, and a statement of cash flows, audited by an independent certified public account of recognized standing. The statements shall be accompanied by an unqualified auditor's opinion;

(b) Within not more than 60 days after the end of each of the Borrower's Fiscal Years (or by such other deadline as agreed to by the Borrower and the Lender), commencing with the Fiscal Year ended December 31, 2023, unaudited internally prepared financial statements for the Consolidated Entities, accompanied by a certificate of an Authorized Borrower Representative (i) demonstrating compliance with Sections 7.8, 7.9 and 7.10 hereof, and (ii) stating (1) whether the Borrower is in compliance with Sections 7.8, 7.9 and 7.10 hereof, and (2) whether any Event of Default has occurred under this Loan Agreement or whether any event has occurred which would, after lapse of time or the giving of notice, or both, constitute an Event of Default under this Loan Agreement, and specifying the nature and duration of the default, if any;

(c) Within not more than 45 days after the end of each of the Borrower's fiscal quarters (or by such other deadline as agreed to by the Borrower and the Lender), unaudited internally prepared monthly financial statements for the Consolidated Entities; and

(d) such other information as the Lender may reasonably request.

Section 7.8 Days Cash on Hand

. As of the final day of each Fiscal Year, commencing with the Fiscal Year ending December 31, 2023, and continuing throughout the term hereof, the Borrower shall cause the Consolidated Entities to maintain not less than 125 Days Cash on Hand. In the Certificate of the Authorized Borrower Representative required under Section 7.7(b), the Borrower shall set forth the Consolidated Entities' Days Cash on Hand as of the final day of the Fiscal Year then ended and the calculations thereof.

Section 7.9 Debt Service Coverage Ratio

. As of the final day of each Fiscal Year, commencing with the Fiscal Year ending December 31, 2023, and continuing throughout the term hereof, the Borrower shall cause the Consolidated Entities to conduct their overall operations in such a manner as to provide (A) Income Available for Debt Service at least equal to 110% of Total Principal and Interest Requirements in each Fiscal Year of the Consolidated Entities, and (B) gross revenues which will be sufficient to pay promptly all expenses of operation, maintenance and repair of the Borrower and to provide all other payments required to be made by the Borrower under this Loan Agreement, including payment of all principal of, premium, if any, and interest on the Note. To the extent permitted by law, the Borrower further agrees to revise its rates, fees and charges as may be necessary or proper to comply with the provisions of this Section. Notwithstanding the foregoing, in any case where additional Long-Term Indebtedness is incurred by the Borrower in the future to acquire, renovate, or construct capital improvements, principal and interest with respect to such additional indebtedness shall not be included in the Consolidated Entities' Total Principal and Interest Requirements until the first full Fiscal Year in which any cash to pay debt service, funded by such Indebtedness, is no longer available to the Consolidated Entities. In the Certificate of the Authorized Borrower Representative required under Section 7.7(b), the Borrower shall set forth the Consolidated Entities' Debt Service Coverage Ratio as of the final day of the Fiscal Year then ended and the calculations thereof. Notwithstanding anything in this Section to the contrary, for purposes of the covenants provided in this Section, Consolidated Entities shall not include Nexus-Woodbourne Family Healing, Inc.

Section 7.10 Minimum Net Assets of the Consolidated Entities. As of the final day of each Fiscal Year, commencing with the Fiscal Year ending December 31, 2023, and continuing throughout the term hereof, the Borrower shall cause the Consolidated Entities to maintain a Tangible Net Worth of not less than $40,000,000. In the Certificate of the Authorized Borrower Representative required under Section 7.7(b), the Borrower shall set forth the Net Assets of the Consolidated Entities as of the final day of the Fiscal Year then ended and the calculations thereof. Notwithstanding anything in this Section to the contrary, for purposes of the covenants provided in this Section, Consolidated Entities shall not include Nexus-Woodbourne Family Healing, Inc.

Section 7.11 Additional Parity Indebtedness

. Additional Indebtedness secured by the Mortgage and the Mortgaged Property on a parity with the Note (herein referred to as "Additional Parity Debt") may be incurred by the Borrower after the date hereof upon the following terms and conditions:

(a) The Lender must consent to the incurrence of the Additional Parity Debt.

(b) The Additional Parity Debt must be incurred for the purpose of funding capital improvements or additions to the Mortgaged Property.

(c) The Borrower must provide the Lender with:

(i) an appraisal, at the expense of the Borrower, satisfactory in form and content to the Lender, by an appraiser acceptable to the Lender, to the effect that the Additional Parity Debt will not cause the amount of the Borrower's total Long-Term Indebtedness (including the outstanding Note and any Additional Parity Debt) to exceed an amount equal to 80% of such appraised value of the Mortgaged Property, as the same are to be improved with the proceeds of any Additional Parity Debt; and

(ii) evidence that the annual debt service on the Additional Parity Debt, when added to the Borrower's existing annual debt service requirements, including the principal and interest payments owing on the Note, will not cause the ratio of the Consolidated Entities' Income Available for Debt Service to Additional Parity Debt to fall below [125]% for the three consecutive following Fiscal Years, based on an examined financial forecast of or certification by an Independent certified public accountant that includes in the Borrower's forecasted Income Available for Debt Service for such following three years any capitalized interest funded by such Additional Parity Debt, together with the projected net revenues from the proposed capital improvements or additions, once they have been placed in service (and which otherwise may rely on audited financial information from the Borrower's audited financial statements for the two most recently ended Fiscal Years).

Section 7.12 Due Upon Sale

. Upon any sale of the Project by the Borrower, the then outstanding principal amount of the Note, together with all accrued interest then due thereon, and together with any amounts payable hereunder by the Borrower to the Lender, shall immediately become due and payable in full.

Section 7.13 Maintenance of Depository Relationship with the Lender

. The Borrower shall, to the extent legally permissible, maintain a depository relationship with the Lender and maintain depository and treasury management accounts with the Lender for the term of this Loan Agreement. Such relationship shall commence by the later of the Closing Date or the date on which the Lender has completed the steps necessary to accept the Borrower's deposits and treasury management accounts.

Section 7.14 Nondiscrimination

. The Borrower covenants and agrees that, in respect to renting all units in the Mortgaged Property, it shall not discriminate against any person on the basis of sex, race, color, creed, national origin or religious belief.

Section 7.15 Hazardous Materials

. The Borrower covenants, warrants and represents to the Issuer, the Lender, their successors and assigns, that, other than in the ordinary course of the Borrower's business, (i) to the best of the Borrower's knowledge, no dangerous, toxic or hazardous pollutants, chemical wastes or substances as defined in the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), or any other federal, state or local environmental laws, statutes, regulations, requirements and ordinances ("Hazardous Substance") are present on the Mortgaged Property; (ii) to the best of the Borrower's knowledge, no part of the Mortgaged Property is listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or in any list of hazardous waste priorities in the State of Minnesota; (iii) the Borrower shall not store, locate, generate, treat or discharge any Hazardous Substance in, on or from the Mortgaged Property, except in compliance with CERCLA, RCRA, and other applicable federal, state or local environmental laws, statutes, regulations, requirements and ordinances (collectively, "Environmental Regulations"); and (iv) the Borrower shall cause all Hazardous Substances found on or in the Mortgaged Property (including Hazardous Substances on the Secured Property on the date of the issuance and delivery of the Note or necessary in the ordinary course of the Borrower's business for which they have the proper permits) to be properly removed therefrom and properly disposed of to the extent required by and in accordance with all applicable Environmental Regulations and shall comply with all applicable Environmental Regulations with respect to the Mortgaged Property. The Borrower agrees to indemnify and reimburse the Issuer and the Lender, their successors and assigns, and any successor owner of the Mortgaged Property acquiring title upon foreclosure of the Mortgage or deed in lieu of foreclosure, for any breach of these representations and warranties and from any loss, damage, expense or cost arising out of or incurred by them or any of them which is a result of a breach, misstatement of or misrepresentation of the above covenants, representations and warranties, together with all attorneys' fees incurred in connection with the defense of any action against the Issuer or the Lender arising out of the above unless caused by the Lender, as mortgagee. Promptly after receipt by a person or party indemnified hereunder of notice of commencement of any action in respect of which indemnity may be sought against the Borrower under this Section, such person or party will notify the Borrower in writing of the commencement thereof and, subject to the provisions hereinafter stated, the Borrower shall assume the defense of such action (including the employment of counsel, who shall be counsel satisfactory to the Borrower and the indemnified person or party) insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Borrower. The indemnified person or party shall have the right to employ separate counsel in any such action, and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Borrower. The Borrower shall not be liable to indemnify any person or party for any settlement of any such action effected without its prior written consent. These covenants, representations and warranties are for the benefit of the Issuer or the Lender, their successors and assigns, and any successor owner of the Mortgaged Property acquiring title upon foreclosure of the Mortgage or deed in lieu of foreclosure, and shall be deemed to survive the

payment of the Note and the foreclosure, reconveyance, termination, or satisfaction of the Mortgage.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Events of Default

. The following shall be "Events of Default" under this Loan Agreement and the term "Event of Default" shall mean, whenever used in this Loan Agreement, any one or more of the following events:

(a) If the Borrower fails to pay the amount of any Loan Repayment required to be paid under Section 5.1 hereof when due (whether by acceleration, call for redemption of the Note or otherwise), or within five days thereof.

(b) If the Borrower shall default in the due and punctual performance of any of its covenants set forth in Sections 7.2, 7.8, 7.9, 7.10 or 7.11 hereof.

(c) If there shall occur any Material Adverse Change.

(d) If the Borrower shall default in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in this Loan Agreement or in any instrument supplemental hereto, on the part of the Borrower to be performed, and such default shall continue for 30 days after written notice thereof from the Issuer or the Lender; notwithstanding the foregoing, however, a failure to provide adequate insurance coverage for the Project or a lapse of such insurance both as required pursuant to Section 6.6 hereof, shall constitute an immediate event of default with no provision for cure or written notice thereof.

(e) If an Event of Default shall occur under any of the other Note Documents.

(f) If the Borrower shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator for it or for any of its property, (ii) admit in writing its inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under such law; or

(g) If an order, judgment or decree shall be entered against the Borrower by any court of competent jurisdiction, approving a petition seeking reorganization of the Borrower or appointing a receiver, trustee or liquidator of the Borrower or of all or a substantial part of the assets thereof.

The provisions of paragraph (d) of this Section are subject to the following limitations: If by reason of force majeure the Borrower is unable in whole or in part to carry out its agreements on its part contained herein (other than the payment of money), the Borrower shall not be deemed in default during the continuance of such disability. The term "force majeure" as used herein includes the following: acts of God; strikes, lockouts or other employee disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State of Minnesota or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes, storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably, within the control of the Borrower. The provisions of paragraph (b) of this Section are subject to the further limitation that if the Default can be remedied but not within a period of thirty days after notice and if the Borrower has taken all action reasonably possible to remedy such Default within such thirty day period, the Default shall not become an Event of Default for so long as the Borrower shall diligently proceed to remedy such Default and in accordance with any directions or limitations of time made by the Lender. The Borrower agrees, however, to use its best efforts to remedy with all reasonable dispatch any cause or causes preventing the Borrower from carrying out its agreements.

Section 8.2 Remedies on Default

. Whenever any Event of Default shall have happened and be subsisting, any one or more of the following steps may be taken:

(a) The Lender may declare the unpaid principal of and interest on the Note, and all or any amounts of Loan Repayments thereafter to become due and payable under Section 5.1 hereof for the remainder of the term of this Loan Agreement to be immediately due and payable, whereupon the same shall become immediately due and payable, together with any additional payments due under Sections 5.2, 5.6, 8.4, 8.5 or otherwise under this Loan Agreement.

(b) The Lender may proceed to foreclose the Mortgage or take whatever action at law or in equity that appears necessary or desirable to enforce this Loan Agreement or the other Note Documents in accordance with the provisions hereof or thereof.

(c) Without regard to the remedies available to the Lender in (a) or (b) above, the Lender may proceed against the Guarantor to seek enforcement of the Guaranty.

Any amounts collected by the Lender or any other Holder pursuant to action taken under the foregoing paragraphs shall be applied first to advances and expenses of the Lender or other Holder, then to payment of the Note (interest first, and then principal), and any excess to the Borrower.

Whenever any Default shall occur, the Lender or any other Holder (or the Issuer with respect to its reserved rights under Sections 5.2, 7.1 or 8.4 hereof) may take whatever action at

law or in equity which may appear necessary or desirable to collect any other payments then due and thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement.

Section 8.3 Remedies Cumulative, Delay Not to Constitute Waiver

. No remedy conferred upon or reserved to the Issuer, the Lender, any other Holder or a receiver by this Loan Agreement or by the other Note Documents is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or the other Note Documents or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power, and any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer, the Lender, any other Holder or a receiver to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the event any agreement contained in this Loan Agreement or the other Note Documents should be breached by any party and thereafter waived by the other parties, such waiver shall be limited to a particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.4 Agreement to Pay Attorneys' Fees and Expenses

. In the event the Borrower should default under any of the provisions of this Loan Agreement and the Issuer or the Lender should employ attorneys or incur other expenses for the collection of payments due or to become due hereunder or the enforcement of performance or observance or any obligation or agreement on the part of the Borrower contained in this Loan Agreement, the Borrower agrees that it will on demand therefor reimburse the reasonable fees of such attorneys and such other expenses so incurred. The Borrower also agrees to pay all costs of the Lender to appear in and defend any action or proceeding purporting to affect the security provided under any of the Note Documents or the rights or powers of the Lender under this Loan Agreement or the other Note Documents, including the cost of reasonable attorney's fees.

Section 8.5 Advances

. In the event the Borrower shall fail to pay any Loan Repayments under Section 5.1 hereof, or to do any other thing or make any other payment required to be done or made by any other provision of this Loan Agreement or the other Note Documents, the Issuer or the Lender, in its own discretion, may do or cause to be done any such thing or make or cause to be made any such payment at the expense or as an advance for the account of the Borrower, and the Borrower shall pay to the Issuer or the Lender, as the case may be, upon demand, all necessary costs and expenses so incurred and advances so made, with interest at the lesser of (i) 8.00% per annum or (ii) the maximum rate permitted by law. Any such advance shall be entitled to priority of payment from any funds thereafter received by the Lender or such Holder from the Borrower.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Notices

. All notices, certificates, requests or other communications hereunder shall be sent by first class mail or certified mail, addressed, if to any party hereto, at its address set forth on the execution page hereof. The Borrower, the Issuer and the Lender may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 9.2 Binding Effect

. This Loan Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject to the limitation that any obligation of the Issuer created by or arising out of this Loan Agreement shall not be a general debt of the Issuer but shall be payable solely out of the proceeds derived from this Loan Agreement or the other Note Documents as provided in the Assignment and Pledge Agreement and Section 7.7 hereof.

Section 9.3 Counterparts

. This Loan Agreement may be signed in any number of counterparts. Complete sets of counterparts shall be lodged with the Issuer, the Borrower and the Lender.

Section 9.4 Benefit of Holder

. Except as otherwise provided herein, all covenants and agreements on the part of the Borrower and the Issuer herein are hereby declared to be for the benefit of the Lender or any Noteholder. Persons other than the parties hereto and such other Holders are not intended to be beneficiaries of any of the covenants and agreements set forth in this Loan Agreement.

Section 9.5 Due Dates

. Should any payment on the Note become due and payable upon a day not a Business Day, such payment shall be made on the next succeeding Business Day.

Section 9.6 Captions

. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Loan Agreement.

Section 9.7 Term of Agreement

. Except as otherwise provided herein, the provisions of this Loan Agreement shall remain in full force and effect from the date of execution hereof until such time as the Note is not outstanding.

Section 9.8 Severability

. Any provision of this Loan Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.9 Amendments, Consents, Changes and Modifications

. This Loan Agreement may be amended, changed, modified, altered or terminated only by the written agreement of all the parties hereto; provided, however, that the consent of the Issuer to any amendments of Sections 7.7, 7.8, 7.9, 7.10, 7.11, 7.12 or 7.13 shall not be unreasonably withheld. Notwithstanding the foregoing, the Lender may agree to a temporary waiver (not exceeding two years) of the provisions of Sections 7.7, 7.8, 7.9, 7.10, 7.11, 7.12 or 7.13 and events of default relating thereto without the consent of the Issuer.

Section 9.10 Electronic Signatures

. Each party agrees that this Loan Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this ~~Mortgage~~Loan Agreement or such other documents have the same legal validity and enforceability as manually executed signatures, to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the undersigned have caused this Loan Agreement to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY OF EAST BETHEL, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

Address: 2241 221st Avenue NE
East Bethel, Minnesota 55011
Attention: City Administrator

[Signature Page to Loan Agreement, between the City of East Bethel, Minnesota, Nexus Diversified Community Services and Bremer Bank, National Association]

NEXUS DIVERSIFIED COMMUNITY SERVICES

By _____
Its [Chief Executive Officer]

Address: Nexus Diversified Community Services
505 Highway 169 North, Suite 500
Plymouth, MN 55441
Attention: [Administrator]

[Signature Page to Loan Agreement, between the City of East Bethel, Minnesota, Nexus Diversified Community Services and Bremer Bank, National Association]

BREMER BANK, NATIONAL ASSOCIATION

By _____
Its Senior Vice President

Address: Bremer Bank, National Association
372 St. Peter Street
St. Paul, Minnesota 55102
Attention: Senior Vice President

[Signature Page to Loan Agreement, between the City of East Bethel, Minnesota, Nexus Diversified Community Services and Bremer Bank, National Association]

EXHIBIT A

(Form of Note)

UNITED STATES OF AMERICA
STATE OF MINNESOTA

CITY OF EAST BETHEL, MINNESOTA

Revenue Note
(Nexus Diversified Community Services Project)
Series 2023

Dated August [1], 2023

No. R-1

PRINCIPAL AMOUNT: $10,000,000

MATURITY DATE: August [1], 2050

The CITY OF EAST BETHEL, MINNESOTA, a Minnesota municipal corporation (the "Issuer"), for value received, hereby promises to pay, but solely from the sources and in the manner hereinafter provided, to BREMER BANK, NATIONAL ASSOCIATION (the "Lender" or the "Registered Owner"), or registered assigns, the principal sum of $10,000,000, upon the presentation and surrender hereof, and to make prepayment of said principal sum in installments as hereinafter provided, and to pay the Registered Owner hereof interest on the outstanding and unpaid balance of such principal sum from the date hereof to and until August [1], 2030 (the "First Reset Date"), at the rate of [____]% per annum. On the First Reset Date and on August [1], 2033, 2040 and 2043, respectively (individually or together with the First Reset Date, a "Reset Date" or the "Reset Dates"), the interest rate hereon shall be adjusted, effective from and after such Reset Date to and until the next succeeding Reset Date or the stated maturity hereof, whichever shall come first, to a rate equal to the 7-Year Reset Rate or the 3-Year Reset Rate (each as defined herein) then in effect on the respective Reset Date, as applicable. At all times during the term hereof the rate of interest hereon shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months.

"7-Year Reset Rate" means the business day rate on the U.S. Treasury securities adjusted to a constant maturity of seven years as published in the Federal Reserve Statistical Release and Historical Data (the "Index").

"3-Year Reset Rate" means the business day rate on the U.S. Treasury securities adjusted to a constant maturity of three years as published in the ~~Federal Reserve Statistical Release and Historical Data (the "~~Index~~")~~.

The Index is not necessarily the lowest rate charged by Lender on it loans. If the Index becomes unavailable during the term of the Note, Lender may designate a substitute Index after

notifying Borrower. Lender shall notify the Borrower of the current Index rate upon request of the Borrower.

Commencing [_____, 2023], to and including [_____, 2025], monthly installments of interest only shall be payable in arrears on the first day of each month, or the next business day thereafter. The amount of such monthly interest only installment payments shall be equal to $[_____]. The outstanding principal balance hereof shall be payable in monthly installments of principal and interest, payable in arrears, beginning [August 1, 2025], and thereafter on the first day of each month, or the next business day thereafter, each such installment payment to be applied first to accrued interest and then to principal. The amount of such monthly principal and interest installment payments shall initially be equal to $[_____]. On each Reset Date the amount of such monthly payments shall be adjusted so as to fully amortize the entire outstanding principal balance hereof from such Reset Date at the adjusted rate of interest hereon over the remaining term hereof. Notwithstanding anything else to the contrary set forth herein, on August [1], 2050, the Note shall mature and all unpaid principal and interest shall be due and payable in full. Except during the interest only period, each installment payment shall be applied first to accrued interest and then to principal. Principal and interest shall be paid to the Registered Owner hereof in lawful money of the United States as provided in the Loan Agreement mentioned below, at its registered address.

If any payment required to be made on this Note is not made within 10 days after the due date thereof, the Borrower shall pay to the Lender a late charge equal to 2% of the amount of such installment.

This Note is issued pursuant to a resolution of the City Council of the Issuer adopted on ~~June 12~~July [__], 2023 (the "Note Resolution"), a Loan Agreement, dated as of August 1, 2023 (herein called the "Loan Agreement"), among the Issuer, the Borrower (as defined herein) and the Lender, and Minnesota Statutes, Sections 469.152 to ~~469.165~~469.1655, as amended (collectively, the "Act"), and in conformity with the provisions, restrictions and limitations thereof. This Note shall never constitute an indebtedness of the Issuer, within the meaning of any state constitutional provision or statutory limitation, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers and does not grant to the owner of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or interest hereon, nor is this Note a general or moral obligation of the Issuer or the individual officers or agents thereof. This Note and interest hereon are payable solely from the moneys received pursuant to the Loan Agreement, including loan repayments to be made by Nexus Diversified Community Services, a Minnesota nonprofit corporation (the "Borrower"), and the security provided therefor, all as hereinafter referred to.

This Note is issued in the authorized principal amount of $10,000,000, and has been authorized by law to be issued and has been issued for the purpose of funding a loan from the Issuer to the Borrower in order to finance costs incurred with respect to the Project described in the Loan Agreement. Pursuant to an Assignment and Pledge Agreement (the "Assignment"), the Issuer has assigned its interest in the Loan Agreement (except for its rights to indemnity and payment of fees, expenses and advances) to the Lender. This Note is secured by the Loan Agreement, the Assignment and Pledge Agreement, the Mortgage (as defined in the Loan Agreement), and the Guaranty (as defined in the Loan Agreement). Reference is hereby made to

all such documents and any supplements thereto for a description and limitation of the property, revenues and funds pledged and appropriated to the payment of the Note, the nature and extent of the security thereby created, the rights of the owner of the Note, and the rights, immunities and obligations of the Issuer thereunder. Certified copies of the Note Resolution and executed counterparts of the Loan Agreement and Assignment are on file at the office of the City Administrator.

This Note shall be subject to prior optional prepayment, in whole or part, at any time, at the direction of the Borrower, without prepayment penalty or premium; provided, however, that if, prior to August [1], 2024, the Borrower shall elect to prepay the Note in whole, the Borrower shall pay the Lender a prepayment fee equal to 3% of the outstanding principal amount of the Note to be prepaid; and if, prior to August [1], 2025, the Borrower shall elect to prepay the Note in whole, the Borrower shall pay the Lender a prepayment fee equal to 2% of the outstanding principal of the Note to be prepaid; and if, prior to August [1], 2026, the Borrower shall elect to prepay the Note in whole, the Borrower shall pay the Lender a prepayment fee equal to 1% of the outstanding principal of the Note to be prepaid. On any Reset Date, the prepayment fees described above shall reset, such that the Borrower shall pay the Lender a prepayment fee equal to 3%, 2% or 1%, respectively, of the outstanding principal amount of the Note to be prepaid upon any prepayment in whole in the first year, second year or third year, respectively, after a Reset Date.

In the event the Borrower elects to prepay the Loan and this Note, the Borrower shall cause to be given advance written notice of such prepayment less than 30 days prior to the date of prepayment to the Lender. Any partial prepayment shall be applied, as directed by the Borrower, either to a reduction of the last installments due and owing on the Note, in inverse order, or to a pro rata reduction in the monthly installment payments owing thereunder.

On August ~~[~~1~~]~~, 2033, and August [1], 2043 (each a "Purchase Date"), the Lender shall have the option to require the Borrower to purchase this Note (in whole but not in part), at a purchase price equal to the Principal Balance hereof plus accrued interest thereon, without premium (the "Purchase Price"), upon:

(i) giving the Borrower notice at least one hundred eighty (180) days prior to the Purchase Date by written, printed or other means of written or printed instantaneous (an "Optional Call Notice") communication delivered to the Borrower at the address provided in the Loan Agreement stating (a) the Lender's intent to tender this Note on the Purchase Date, and (b) the Principal Balance of this Note; and

(ii) delivering this Note to the Borrower by Noon, local time, on the Purchase Date in exchange for the Purchase Price (with an appropriate instrument of transfer of the Note executed in blank) together with assignments of the Mortgage, the Guaranty, and other documents securing the Note and the Loan Agreement.

On the Purchase Date, the Borrower shall have the option to require the Lender to sell and transfer the Note (in whole but not in part) to the Borrower or any other person as requested by the Borrower (the "Note Purchaser"), at the Purchase Price, by giving to the Lender at the address provided in the Loan Agreement an optional call notice not less than thirty (30) days

prior to the Purchase Date stating the Borrower's intent to require the Lender to sell and transfer this Note on the Purchase Date. Upon payment to the Lender of the Purchase Price by Noon, local time on the Purchase Date, the Lender shall provide an appropriate instrument of transfer of the Note, together with appropriate assignments of the Mortgage, the Guaranty and other documents securing the Note and the Loan Agreement to the Note Purchaser, which instruments of transfer and assignment will be without recourse to the Lender and, except for the Lender's representations as to authority to so assign and its unencumbered title to the documents assigned, without representation or warranty of kind by the Lender, including, without limitation, any representation or warranty as to the collectability or enforceability of any of the Borrower's obligations or the value, priority or perfection of any collateral security for the Borrower's obligations.

If there shall occur a Determination of Taxability, this Note shall be subject to mandatory prepayment and redemption, in whole, on the 60th calendar day following notice to the Borrower of the Determination of Taxability, at a prepayment price equal to the then outstanding principal amount of this Note, plus accrued interest through the date of prepayment, together with amounts sufficient to reimburse the Lender for any taxes owing as a result of the Determination of Taxability, including penalties and interest, and together with such additional amounts as may be necessary to provide to the Lender a taxable equivalent rate of interest on the Note (calculated at an interest rate equal to the tax-exempt interest rate currently then in effect divided by 75%), payable from the Date of Taxability to the date of prepayment, all as further provided in the Loan Agreement.

This Note is transferable only upon the registration records of the Issuer by the registered owner hereof in person or by his duly authorized attorney, as provided in the Loan Agreement.

In case an Event of Default as defined in the Loan Agreement occurs, the principal of this Note outstanding may be declared or may become due and payable prior to the stated maturity hereof in the manner and with the effect and subject to the conditions provided in the Loan Agreement.

The terms and provisions of the Note Resolution, the Loan Agreement, and the Assignment and Pledge Agreement or of any instrument supplemental thereto, may be modified or altered only pursuant to Section 9.9 of the Loan Agreement, and the Note Resolution.

It is hereby certified and recited: that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law.

THIS NOTE, INCLUDING INTEREST THEREON, ~~IS PAYABLE SOLELY FROM THE REVENUE PLEDGED TO THE PAYMENT THEREOF AND SHALL NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATION~~AND ANY PENALTY OR CHARGE OR ANY AMOUNTS PAYABLE HEREUNDER, OR HOWEVER DESIGNATED, IS A SPECIAL, LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM THE

REVENUES PLEDGED TO THE PAYMENT THEREOF. THIS NOTE AND THE INTEREST HEREON DO NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY, GENERAL OR MORAL OBLIGATION OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE ISSUER OR THE STATE OF MINNESOTA (THE "STATE") OR ANY POLITICAL SUBDIVISION OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATIONS AND IS NOT PAYABLE FROM OR A CHARGE UPON ANY FUNDS OF THE ISSUER OTHER THAN THE REVENUES AND PROCEEDS PLEDGED BY THE ISSUER TO THE PAYMENT HEREOF AND DO NOT GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR ITS OFFICERS, AGENTS OR EMPLOYEES AND NO HOLDER OF THIS NOTE SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE ISSUER OR THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS TO PAY THIS NOTE OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE ISSUER OR THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE. THIS NOTE DOES NOT CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE ISSUER AND THE AGREEMENT OF THE ISSUER TO PERFORM OR CAUSE THE PERFORMANCE OF THE COVENANTS AND OTHER PROVISIONS HEREIN REFERRED TO SHALL BE SUBJECT AT ALL TIMES TO THE AVAILABILITY OF REVENUES OR OTHER FUNDS FURNISHED FOR SUCH PURPOSE IN ACCORDANCE WITH THE LOAN AGREEMENT SUFFICIENT TO PAY ALL COSTS OF SUCH PERFORMANCE OR THE ENFORCEMENT HEREOF. THE ISSUER AND THE STATE AND ANY OTHER POLITICAL SUBDIVISION OF THE STATE SHALL NOT BE OBLIGATED TO PAY THE PRINCIPAL OF THIS NOTE OR INTEREST HEREON OR OTHER COSTS INCIDENT HERETO EXCEPT FROM REVENUES PLEDGED THEREFOR UNDER THE LOAN AGREEMENT AND THE ASSIGNMENT, AS MORE FULLY SET FORTH IN THOSE DOCUMENTS. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE ISSUER, THE STATE, NOR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THIS NOTE OR INTEREST HEREON OR OTHER COSTS INCIDENT HERETO. THIS NOTE IS NOT A DEBT OF THE UNITED STATES OF AMERICA OR ANY OTHER AGENCY THEREOF AND IS NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA. THIS NOTE IS NEITHER A MORAL NOR AN ANNUAL APPROPRIATION OBLIGATION OF THE ISSUER OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE PROVISIONS OF THIS PARAGRAPH SHALL, FOR PURPOSES OF THIS NOTE, BE CONTROLLING AND SHALL BE GIVEN FULL FORCE AND EFFECT, ANYTHING ELSE TO THE CONTRARY IN THIS NOTE NOTWITHSTANDING.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City of East Bethel, Minnesota, by authority of its Governing Body, has caused this Note to be executed in its name by the manual or facsimile signatures of its duly authorized officer, all as of August [1], 2023.

CITY OF EAST BETHEL, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (please print or type name and address of transferee) the within Note and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signed: _____

In the presence of: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his authority to act must accompany the Note.

Signature Guaranteed:

_____

PROVISIONS AS TO REGISTRATION

The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the City of East Bethel, Minnesota, in the name of the holder last noted below.

DATE OF REGISTRATION	REGISTERED OWNER	SIGNATURE OF NOTE REGISTRAR
August [1], 2023	Bremer Bank, National Association	

Document comparison by Workshare Compare on Wednesday, June 28, 2023 1:01:07 PM

Input:	
Document 1 ID	netdocuments://4885-5314-6470/5
Description	Loan Agreement (Nexus 2023) - East Bethel
Document 2 ID	netdocuments://4885-5314-6470/6
Description	Loan Agreement (Nexus 2023) - East Bethel
Rendering set	standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	58
Deletions	50
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	108

DW Draft ~~6/8/2023~~6/28/2023

$10,000,000
City of East Bethel, Minnesota
Revenue Note
(Nexus Diversified Community Services Project)
Series 2023

NOTE PURCHASE AGREEMENT

among

CITY OF EAST BETHEL, MINNESOTA

NEXUS DIVERSIFIED COMMUNITY SERVICES

and

BREMER BANK, NATIONAL ASSOCIATION

Dated as of ~~June~~[July / August] [__], 2023

This NOTE PURCHASE AGREEMENT (the "Purchase Agreement"), is dated as of ~~June~~[July / August] [__], 2023, and is entered into among the CITY OF EAST BETHEL, MINNESOTA, a Minnesota municipal corporation (the "Issuer"), NEXUS DIVERSIFIED COMMUNITY SERVICES, a Minnesota nonprofit corporation (the "Borrower"), and BREMER BANK, NATIONAL ASSOCIATION (the "Lender").

WHEREAS, the Issuer is authorized and empowered under Minnesota Statutes, Sections 469.152 to ~~469.165~~469.1655, as amended (the "Act"), to issue and sell revenue bonds and lend the proceeds thereof to a nonprofit corporation for the purpose of financing and refinancing certain projects authorized thereby, including the Project (as defined below); and

WHEREAS, the Borrower, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), has requested that the Issuer issue a revenue note under the Act to finance a portion of the costs of acquiring real estate and certain personal property located at 900 189th Avenue NE, East Bethel, Minnesota, for use as a residential psychiatric treatment facility (the "Project"), including the payment of startup costs relating to the Project and issuance costs incurred in connection with the issuance of the Note described below; and

WHEREAS, the City Council of the Issuer has approved the issuance of the Note, in accordance with all pertinent requirements of the Act;

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained, the parties hereto covenant and agree as follows:

Section 1. Agreement to Purchase. The Lender hereby agrees to purchase the Issuer's ~~$10,000,000~~ Revenue Note (Nexus Diversified Community Services Project), Series 2023, in the principal amount of not to exceed $10,000,000 (the "Note"), from the Issuer, as provided in the Loan Agreement (as defined herein), at a price equal to 100% of the principal amount thereof, subject to the conditions hereinafter set out. The proceeds of the Note will be loaned and disbursed to Nexus Diversified Community Services (the "Borrower") for the purpose of financing a portion of the costs of acquiring real estate and certain personal property located at 900 189th Avenue NE, East Bethel, Minnesota, for use as a residential psychiatric treatment facility (the "Project"), and paying startup costs relating to the project and the costs of issuance and other associated costs and expenses relating to the Note. The Note will be issued pursuant to the terms of the Loan Agreement which shall be as provided in Exhibit A, in all respects subject to the final agreement of the parties hereto, in accordance with the provisions of the approving resolution of the Issuer adopted ~~June 12~~July [__], 2023, and in accordance with the Act.

On the closing date of the Note, the Issuer, the Borrower and the Lender will enter into a Loan Agreement (the "Loan Agreement") evidencing the Borrower's obligation to repay the Loan and the Note pursuant to the terms of the Loan Agreement, which Loan Agreement shall also contain financial covenants, security provisions and other terms acceptable to the Lender and the Borrower.

Section 2. Conditions to Purchase. The obligation of the Lender to purchase the Note hereunder is conditioned upon delivery to the Lender on the Closing Date (as defined in the Loan

Agreement) of the following, each in form acceptable to the Lender in its sole discretion, any of which may be waived by the Lender:

(a) a certificate dated the Closing Date and signed by the Authorized Borrower Representative stating that no Event of Default and no event which, with the giving of notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing or shall exist upon the completion of the Closing;

(b) a Certificate of the Authorized Borrower Representative, dated the Closing Date, stating that as of such date the representations and warranties of the Borrower contained in Section 2.2 of the Loan Agreement are true and correct in all material respects;

(c) an opinion of Dorsey & Whitney LLP, as Bond Counsel to the Issuer with respect to the Note;

(d) Certified copies of the Note Resolution authorizing the issuance and sale of the Note and the execution and delivery of the Note Documents;

(e) the executed Note and executed counterparts of the Loan Agreement, the Assignment and Pledge Agreement, the Guaranty and the Mortgage;

(f) satisfaction of closing conditions and final legal documentation, including all closing costs and legal expenses to be paid by the Borrower; and

(h) environmental reports, surveys, and title insurance policies relating to the Project and any Mortgaged Property.

The Lender's purchase of the Note is not conditioned upon the purchase of any notes, bonds or other obligations to be issued in the future by the Issuer or any other governmental issuer to finance a portion of the costs of the Project.

Section 3. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Loan Agreement

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Lender has caused this Note Purchase Agreement to be executed in its name, all as of the date first written above.

BREMER BANK, NATIONAL ASSOCIATION

By: _____

Its: Senior Vice President

[Signature Page to Note Purchase Agreement, between the City of East Bethel, Minnesota, Nexus Diversified Community Services and Bremer Bank, National Association]

IN WITNESS WHEREOF, the Borrower has caused this Note Purchase Agreement to be executed in its name, all as of the date first written above.

NEXUS DIVERSIFIED COMMUNITY SERVICES

By: _____

Its: _____

[Signature Page to Note Purchase Agreement, between the City of East Bethel, Minnesota, Nexus Diversified Community Services and Bremer Bank, National Association]

IN WITNESS WHEREOF, the Issuer has caused this Note Purchase Agreement to be executed in its name as of the date first written above.

CITY OF EAST BETHEL, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

[Signature Page to Note Purchase Agreement, between the City of East Bethel, Minnesota, Nexus Diversified Community Services and Bremer Bank, National Association]

EXHIBIT A

FINANCING PROPOSAL

Summary of Terms:

Borrower:	Nexus Diversified Community Services
Lender:	Bremer Bank, National Association
Loan Amount:	Up to $17,325,000 ($10,000,000 East Bethel and up to $7,325,000 Anoka County)
Purpose:	Purchase a residential treatment facility in East Bethel, MN, and finance startup costs.
Term:	Twenty-seven years with lender puts at each ten-year interval.
Amortization:	Interest only for two years then principal and interest payments based upon a 25 year amortization.
Interest Rate:	Bank Qualified Tax-Exempt Fixed Rate: a 7 year fixed rate based upon the [(7-year CMT rate plus 1.70%) multiplied by 79%] (“7 Year Rate”) reset to a 3-year fixed rate based upon the [(3 year CMT rate plus 1.50%) multiplied by 79%)] (“3 Year Rate”) on the loan anniversary in 2030 and reset to the 7 Year Rate on the loan anniversary in 2033 and reset to a 3 Year Rate on the loan anniversary in 2040 and reset to a 7 Year rate on the loan anniversary in 2043 Interest rates are subject to change prior to funding.
Prepayment:	If prepayment in whole occurs, the Borrower shall pay to the Lender a prepayment fee equal to the following: 3% of the principal amount outstanding in year one (months 1-12); 2% of the principal amount outstanding in year two (months 13- 24); 1% of the principal amount outstanding in year three (months 25-36). The prepayment would reset with the interest rate. Notwithstanding the foregoing, the prepayment fee shall not be assessed in the event such prepayment is made with funds from the Borrower’s own resources or from a refinance of the credit facility with the Lender. The prepayment structure will reset with interest rate changes.
Origination Fee:	0.15% of the loan amount.
Guarantor:	Nexus Family Healing.

Collateral:	First mortgage and assignment of leases and rents on the property located at 900 189th Avenue Northeast, East Bethel, MN. Second mortgage and assignment of leases and rents on the property located at 407 130th Avenue South, Onamia, MN.
Covenants:	Loan documents will include financial covenants for Minimum Debt Service Coverage Ratio, Minimum Net Assets and Minimum Cash on Hand.
Financial Reporting:	Annual and quarterly financial reporting requirements to be required.
Additional Conditions:	Borrower shall maintain depository and treasury management accounts with the Lender. Acceptable environmental reports, survey, and title insurance policy. All loan and collateral documents to be acceptable to Lender and its counsel. Bond counsel opinion confirming the Bank Qualified Status of the Tax Exempt Notes to be issued to the Borrower required. Borrower counsel opinion confirming due organization, authority, execution and delivery and enforceability of documents required. All closing costs and legal expenses and bond counsel expenses to be paid by the Borrower.

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Document comparison by Workshare Compare on Wednesday, June 28, 2023 1:01:26 PM

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Document 2 ID	netdocuments://4856-8771-5942/4
Description	Note Purchase Agreement (Nexus 2023 - East Bethel)
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DW Draft ~~6/5/2023~~6/28/2023

$10,000,000
City of East Bethel, Minnesota
Revenue Note
(Nexus Diversified Community Services Project)
Series 2023

ASSIGNMENT AND PLEDGE AGREEMENT

between

CITY OF EAST BETHEL, MINNESOTA

and

BREMER BANK, NATIONAL ASSOCIATION

Dated as of August 1, 2023

ASSIGNMENT AND PLEDGE AGREEMENT

This ASSIGNMENT AND PLEDGE AGREEMENT (this "Assignment") is dated as of August 1, 2023, and is entered into by the CITY OF EAST BETHEL, MINNESOTA, a Minnesota municipal corporation (the "Issuer"), in favor of BREMER BANK, NATIONAL ASSOCIATION, Minneapolis, Minnesota (the "Lender").

RECITALS

WHEREAS, the Issuer has executed and delivered to the Lender its $10,000,000 Revenue Note (Nexus Diversified Community Services Project), Series 2023 (the "Note"), dated the date of delivery thereof. The Note was issued pursuant to a resolution duly adopted by the Governing Body of the Issuer on ~~June 12~~July [__], 2023 (the "Note Resolution") and the Loan Agreement (as defined herein).

The proceeds of the Note are being loaned by the Issuer to Nexus Diversified Community Services, a Minnesota nonprofit corporation (the "Borrower"), pursuant to a Loan Agreement of even date herewith (the "Loan Agreement"), among the Issuer, the Lender and the Borrower.

The Note is payable from and secured by the Loan Repayments (as defined in the Loan Agreement) to be made by the Borrower under the Loan Agreement, and the Lender, as a condition to the purchase of the Note in the Note Purchase Agreement dated as of ~~June~~[July / August] [__], 2023, among the Issuer, the Lender and the Borrower, has required the execution of this Assignment.

ACCORDINGLY, as authorized by the Note Resolution and in consideration of the promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer does hereby grant, transfer and assign to the Lender and its successors or assigns, as security for the payment of the Note, a security interest in all of the right, title and interest of the Issuer in the Loan Agreement, and the Loan Repayments of the Borrower payable thereunder (except for the rights of the Issuer under Sections 5.2, 7.1, 7.6, 8.4 and 8.5 thereof relating to expenses and indemnity of the Issuer and the right to enforce said rights).

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, duly authorized officers of the Issuer have executed this Assignment and Pledge Agreement as of August 1, 2023.

CITY OF EAST BETHEL, MINNESOTA

By: _____
Its Mayor

By: _____
Its City Administrator

[Signature page to Assignment and Pledge Agreement, from the City of East Bethel, Minnesota, to Bremer Bank, National Association]

Document comparison by Workshare Compare on Wednesday, June 28, 2023 1:02:10 PM

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Document 2 ID	netdocuments://4865-4106-0198/4
Description	Assignment and Pledge Agreement (Nexus 2023) - East Bethel
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Format changes	0
Total changes	12

CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA

RESOLUTION NO. 2023-40

RESOLUTION DISMISSING THE CONDUIT FINANCING REQUEST OF NEXUS DIVERSIFIED COMMUNITY SERVICES AND CONSENTING TO CONDUIT FINANCING OF ONE OR MORE OTHER MUNICIPALITIES OR AUTHORITIES ON BEHALF OF NEXUS DIVERSIFIED COMMUNITY SERVICES

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"), has requested that the City of East Bethel, Minnesota (the "City"), issue a revenue note (the "Note") under Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), 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"), to pay for startup costs relating to the Project and to pay for costs of issuing the Note;

WHEREAS, a public hearing on the issuance of the Note of the City to finance the Project was held on June 12, 2023, after notice duly published as required by law, and the views of all interested persons with respect thereto presented at the hearing have been considered; and

WHEREAS, the City Council of the City has determined that the proposed issuance of the Note by the City to finance costs of the Project and to pay costs of issuing the Note is not in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA, that this Council hereby dismisses the request of the Corporation that the City issue the Note to finance costs of the Project; *provided, however*, that (i) in accordance with Minnesota Statutes, Section 469.153, Subdivision 3, the City hereby consents to the issuance by Anoka County, Minnesota, of its revenue bonds or notes under the Act to finance costs of the Project and other allowable costs; and, (ii) in accordance with Minnesota Statutes, Section 471.656, Subdivision 2, the City hereby consents to the issuance by any one more other municipalities or authorities, of its revenue bonds or notes under the Act to finance costs of the Project and other allowable costs; *provided, further*, that no revenue bonds or notes issued by Anoka County, Minnesota, or one or more other municipalities or authorities for the Project will constitute a debt of the City within the meaning of any constitutional or statutory limitation; or constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers; or constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City; or constitute a general or moral obligation of the City.

Adopted this 10th day of July, 2023, by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

_____
Kevin Lewis, Mayor

ATTEST:

_____
Jack Davis, City Administrator

NEXUS FAMILY HEALING

NEXUS EAST BETHEL PSYCHIATRIC RESIDENTIAL TREATMENT FACILITY

(NEB PRTF)

EAST BETHEL CITY COUNCIL

FOR CONSIDERATION OF CONDUIT LOAN APPROVAL

BRIEFING PACKET

JULY 5, 2023

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NEXUS FAMILY HEALING- CITY OF EAST BETHEL

SUMMARY OF RESPONSES TO INFORM IMPENDING VOTE TO APPROVE CONDUIT FINANCING

EAST BETHEL PRTF FACILITY

JULY 5, 2023

Between June 26, 2023, and July 3, 2023, the City Council, Mayor and City Administrator of East Bethel have requested responses to remaining questions or outstanding issues in order to inform the planned Council vote scheduled on July 10, 2023 on the approval of conduit financing for the purchase of the facility and property located at 900 198th Avenue N in East Bethel. The items identified and responses are below:

Item 1: **PILOT Agreement**
A new agreement needs to be drafted to replace the Cambia funding formula, the start date of the PILOT, and the request by the County Assessor to have the City Attorney review and update the language so that it does not give the appearance Anoka County should be handling fees associated to the parcel being exempt.

Nexus Response: Nexus has agreed to an annual amount of $24,000 with an annual increase of 2.5% with no "out clause" as was built in the original.

Action: new agreement needs to be drafted; evidently, this falls to the City Attorney. If any further action is needed by Nexus, please advise.

Item 2: An updated Conditional Use Permit
A newly revised CUP is requested that keeps the original conditions but cleans up the duplicity of the existing documents and merges them into one as well as updating the number of beds and other items to match the new circumstances.

Nexus Response: A CUP with the revisions needed to bring it up to current context is included in this packet on page 18. This includes the change from 60 to 40 beds and the age range as indicated on Nexus' license application which is ages 10-19. The other change is the specific names of the licenses required for the facility. A "Supervised Living Facility" license is named specifically in the previous CUP which is not required by the Minnesota Department of Health. Instead of naming the specific licenses required to operate a PRTF in Minnesota, language was left in that indicated that all licenses required by both the Department of Human Services and the Department of Health will be provided to the City each year.

Action: City Council needs to review the revised attached to ensure that the updates are what they are seeking.

Item 3: Fee for Conduit Financing Approval

Nexus has agreed to pay the maximum amount of 1% of the total amount of the Conduit Financing which is $100,000. It is understood that this fee goes to the City and that Nexus covers all of the costs from Dorsey for the loan.

A request to compare this agreement with the one Nexus has agreed to with Anoka County was requested. As stated in the Anoka County minutes: "The borrower will provide a $3,000 application fee to the County if this Resolution is approved, the County will receive a fee of 1/8 of 1% of the outstanding bonds on the date of issuance and every anniversary thereafter."

Analysis of difference: the total amount Anoka County will receive in their agreement is $160K over 27 years (see chart at bottom of this section on page 7 for detail on the total amount when 1/8 of 1% is paid each year.) The offer to East Bethel is $100K at closing. Invested, the lump sum has the potential to net more to East Bethel than the total worth to Anoka County over the same 27-year period, but if East Bethel would prefer payments over time Nexus is open to discussion.

Item 4: Educational Lease Costs

Nexus submitted a Briefing on June 22, 2023 for the June 26 Council Meeting. Within that document the maximum lease amount the school district would incur was stated if the School District used all of the 10 classrooms available in the facility. In formulating plans with the school district, they indicated only using 6 classrooms, not 10. Six classrooms will only be used once the student body is full. The district has the ability to lease less or more classrooms as desired. The potential impact under that assumption is described below.

With conduit financing the annual cost per classroom would be $21,945 and without conduit financing the annual cost per classroom would be $23,717. At the 6-classroom level, the maximum annual amount for the educational lease with the conduit financing would be $131,670 and without the conduit financing will be $142,302. This is an annual difference of $10,632 or $287,064 over the course of the 27-year loan.

Item 5: Business Plan

There was a request to look at the original business case that Nexus used in its decision to move forward. To that end, the second section of this briefing is an internal document that summarized the elements that went into the decision.

Item 6: **Nexus-Mille Lacs in Onamia and Nexus-Gerard in Austin – What parcel divisions are there for those two Nexus properties?**

Our attorney drafted a memo describing the land parcels for our property in both locations. This is included as Attachment A.

Item 7: State of MN approval of Nexus as a PRTF Operation

Yes, DHS has awarded us the PRTF beds (letter awarding beds from October, 2022 attached as Attachment B) and has a signed contract with Nexus (signature page from May, 2022 attached as Attachment C). We are currently moving through the licensing process as is usual for a new program.

Item 8: State of MN approval of Nexus as a Non Profit Company

Yes, see screen shot of the Minnesota Secretary of State Office lookup indicating our current Non Profit status as well as the IRS letter confirming non profit status as Attachment D.

Item 9: Exact number of Clients

Our license will be for a maximum of 40 clients. We will typically run with an average of 34 youth.

Item 10: Cost responsibility to the Residents of East Bethel from Nexus opening the facility

We are not certain what kinds of costs might be meant in this question. As Nexus launches the PRTF in East Bethel, we are fully responsible for the operations of the facility including all fiscal aspects of the program, just like any business opening in the community.

As up to 40 youth at a time will be living at the facility, the responsibility for educating them falls to the local school district by state law. Any financial implications of fulfilling that responsibility will fall to the St Francis School District in this case. All information that Nexus has about that issue is included in section 3 of this briefing document. Otherwise, the community responsibility would not be any different than other large company opening operations.

Item 11: Given the last experience with this facility, what are methods for the City to see if Nexus begins to fail?

PRTFs are a highly regulated service area. The East Bethel facility will receive regular inspections, audits and other reviews from the Department of Human Services and the

Department of Health both at the State and County level. If any serious infractions come to light, these are posted in public notice areas.

In addition, Nexus will be convening a Community Advisory Committee which will meet at least quarterly. This is a place for Nexus to report out on aspects of the program, as is permitted through privacy regulations covering the youth and the staff. Concerns can be raised here, and we aim to have broad representation on this Committee. We would welcome the Council's recommendations for membership, either by having a Council Member themselves join the group or through other person(s).

Item 12 (two questions combined from email) Complaints and Issues against Nexus (Cambria had complaints as does Nexus in its other areas of operation)

The places where complaints and issues are publicly available was described in item 5. As was noted, complaints can happen in any mental health program with the staff, the facility and the youth's care. Nexus has a rigorous process for complaints and grievances which includes escalation up to the office of the CEO when previous levels have not resolved the issue. The Advisory Committee meetings will be a place to address these within the privacy regulations the Nexus must follow.

Item 13: The City of East Bethel will receive $100,000.00 for approving the conduit loan?

Yes, Nexus is willing to pay the full 1% of loan amount. The City will request the amount as part of the Conduit Loan process.

Item 14: The city of East bethel will be receiving approx. $36,000.00 in Property taxes?

No. We believe this amount came from the report given by the County assessor as the amount of taxes that would be paid if a for-profit enterprise occupied the land parcel. He further stated that about 1/3 of that amount would go to the City if a taxable company occupied the parcel.

Nexus has agreed to an annual payment through a PILOT of $24,000 directly to the City with a 2.5% increase each year.

Item 15: Request to hear from Superintendent Anderson regarding the concerns he initially raised about the impact of the educational program on the School District and Community.

We would welcome that as well as we know it is an issue of concern.

Reference for Item 3: Anoka County Fee Table for Conduit Financing @1/8 of 1% each year of loan

ESTIMATED ANOKA FEES				
YEAR	BALANCE		FEE	0.125%
1	7325000.00		9,156.25	
2	7325000.00		9,156.25	
3	7158271.28		8,947.84	
4	6984214.56		8,730.27	
5	6802507.79		8,503.13	
6	6612814.71		8,266.02	
7	6414784.33		8,018.48	
8	6208050.20		7,760.06	
9	5992229.78		7,490.29	
10	5766923.71		7,208.65	
11	5531715.10		6,914.64	
12	5286168.69		6,607.71	
13	5029830.13		6,287.29	
14	4762225.10		5,952.78	
15	4482858.40		5,603.57	
16	4191213.10		5,239.02	
17	3886749.53		4,858.44	
18	3568904.31		4,461.13	
19	3237089.29		4,046.36	
20	2890690.48		3,613.36	
21	2529066.91		3,161.33	
22	2151549.41		2,689.44	
23	1757439.42		2,196.80	
24	1346007.68		1,682.51	
25	916492.87		1,145.62	
26	468100.22		585.13	
27	0.00		-	
SUBTOTAL			148,282.37	
ORIGINATION COSTS			3,000.00	
			9,156.25	
TOTAL			160,438.62	

BUSINESS CASE FOR PROJECT

Nexus Family Healing

EAST BETHEL PRTF PROJECT

As Nexus Family Healing (NFH) charts its strategic course forward, the pursuit of carefully selected growth opportunities is key to future success. The East Bethel PRTF project is a growth opportunity that uses NFH's expertise and capacity while closing a gap in mental health services for youth and families. Minnesota has long identified the need for more residential beds to properly resource the high end of the service spectrum. The gap of this type of resource has received strong public attention, particularly the plight of youth stranded in emergency rooms as families run out of options. Minnesota DHS senior leaders have specifically asked NFH to take over the operations of the East Bethel facility when its parent organization financially folded.

The overall system changes at both the national and state levels are aimed at more community services as the preferred service over traditional residential programming. In support of this trend is the shift to only utilize residential services for the most acute level of need and to shift traditional residential programming into either a Qualified Residential Treatment Program (QRTP) or to convert into a Psychiatric Residential Treatment Facility (PRTF). The trend in Minnesota is to uphold the need for a robust and flexible system of care from least to most restrictive as a permanent need.

Agencies who provide the highest level of care must be capable of treating the highly demanding behavioral and mental health needs of youth. Many agencies are backing away from that challenge. NFH stands out as an organization with the requisite skill and deep clinical expertise to provide high level residential treatment; Minnesota needs providers who can deliver this service to its youth.

NFH considered a PRTF contract in Minnesota when the state first requested providers. We held off because the state had not worked out funding that made such a service sustainable. The state has shifted in their per diem design, and now rates can be individualized to each provider, hence giving us the opportunity to provide this level of service.

Further recommending the entry into a PRTF launch is the likely evolution of funding sources. As states look to lessen the burden of cost on state resources, the use of PRTFs that are funded through Medicaid is of clear advantage.

Given the tactical advantage of tapping into this type of funding, the need of the state for providers of high end treatment centers, our strategic desire for growth and NFH's demonstrated ability to provide this level of care, the East Bethel PRTF project deserved careful consideration.

FISCAL CONSIDERATIONS:

The consideration of the project must take on three fiscal aspects as key to a decision to proceed: the per diem rate, the purchase or lease of the building and startup costs.

Rate: The establishment of a rate that will make the project fiscally viable has been completed. DHS finance staff have worked closely with Nexus finance staff through the process. The rate methodology is cost based which conceptually means that the true costs of operating the program are entered into the spreadsheet provided by DHS to determine the per diem rate. For a new program, this is done prospectively based on estimated costs. Once a program has opened, this process is repeated annually in which actual costs are reported to determine the rate for the next fiscal year.

The cost-based method for PRTFs is highly structured and based on the allowable costs as determined by the state to follow federal standards, unlike any other Nexus program in Minnesota. PRTFs are a Medicaid reimbursed program and thus the rate setting process must comply with the federal Medicaid standards established by the federal agency CMS (Centers for Medicare and Medicaid Services, a part of the Department of Health and Human Services). The federal CMS standards establish which costs are allowable and do not allow for any margin/profit.

DHS finance staff worked with Nexus' Financial Analyst to complete the process. After a protracted period of working with the State to ensure all costs were included, Nexus was given the official notification of its per diem rate in early 2023.

Building

This 62,000 square foot state-of-the-art building is designed for its purpose as a psychiatric residential treatment facility. It has four "pods" that are connected to one another internally but can be run as four separate units. Each "pod" has 8 rooms constructed to be doubles, common space, shared bathroom, and a designated school classroom with pull out space. Each pod has a common staff station providing excellent site lines. The overall building has administrative offices, clinical offices, a gymnasium and cafeteria. The outdoor space includes a large fenced in yard with recreational and gathering spaces as well as 38 acres of land that could be purposed for other purposes.

NFH's application to DHS has been accepted and the finalization process is underway. The license is for a capacity of 40 beds which allows each unit to have 10 beds within the 8 bedrooms, all genders accepted between 10 and 19 years old. While the facility was constructed for 64 beds with all double rooms, it is our judgment that the high-end population served in a PRTF requires the use of single rooms to safely monitor the needs of youth with only 1-3 rooms per pod used as doubles.

Start-up funding: The current pro forma draft indicates the need for $900K of startup funding which runs up to the acceptance of the first youth. After that point the per diem approved covers the costs associated with ramping up to full capacity over 18 months.

PRO FORMA ASSUMPTIONS:

- Full licensed capacity of 40 four units of 10 youth each
- Expected full capacity of 34 youth, 8.5 per unit (increased licensed capacity allows for some overlap between discharge and admission dates of youth)
- Pace of ramp up to full census is 90 days for each unit in succession:
    - Month 1-4 –Hiring and training only
    - Month 5—Unit 1 opens with 3 average daily census building to full 8.5 census by month 8
    - Month 8 –Unit 2 opens with 3 average daily census building to full 8.5 census by month 11
    - Month 11—Unit 3 opens with 3 average daily census building to full 8.5 census by month 14
    - Month 18—Unit 4 opens with 3 average daily census building to full 8.5 census by month 21
- Staffing ramp up
    - Month 1 Executive Director and Associate Executive Director hired
    - Month 2 hires:
        - Clinical Director, Human Resource Manager
    - Month 3 hires:
        - Other management positions involved with opening
    - Month 4 hires
        - Direct Care Staff for Unit 1
- Building Cost Assumptions
    - Year one based on taking occupancy in month 4
    - Negotiated price of 16.5 million

STAFFING CONSIDERATIONS

East Bethel is within driving distance of the Twin Cities. We anticipate candidates will come from the immediate area as well as the Cities. Our first hire will be a talent acquisition employee so that the recruitment process can begin as soon as possible. Our experience has been that when we operate programs that are more centrally located to a major city, our ability to hire increases. Additionally, competitive hourly rates for direct care staff as well as all other staff positions have been baked into the rate.

CONCLUSION:

Utilizing the expertise of Nexus to fill mental health gaps for youth and families is the primary thrust of our mission. The re-opening of the PRTF facility in East Bethel is a logical move for Nexus in its growth as there is no greater need in the mental health system than treatment for high acuity youth. Nexus is one of the few organizations that has the expertise to meet this need.

Now that the financial vulnerabilities have been largely addressed through the new rate methodology with the state and a successful negotiation for the price of the building and property, the major obstacles to this project have been removed. While there are risks involved that include those associated with the high acuity of the youth who will be served, the universal strain on work force demands and the risks associated with startups in general, we believe that the mission mandate and depth of skill and expertise Nexus brings recommends a green light for moving forward on this project.

NEXUS FAMILY HEALING

SUMMARY OF ACTIVITY AND CURRENT STATUS

EAST BETHEL PSYCHIATRIC RESIDENTIAL TREATMENT FACILTY

JULY 5, 2023

Nexus continues to be committed to serving the community of East Bethel by restoring the facility on 189th Avenue to its original purpose; to provide mental health services to youth in the form of a psychiatric residential treatment facility (PRTF). Working collaboratively with the community is highly valued by Nexus and we remain committed to this both as we work through the Conduit Loan process with the City as well as during the process of re-opening the facility and operating the facility as a part of East Bethel.

Communications around the Conduit Loan process have been difficult as Nexus had understood that the approval and support for the PRTF was established and that the only issue at hand was the approval of Conduit Financing. Specifically, we were informed by legal counsel that the Conditional Use Permit (CUP) remains with the property and does not require a vote or formal re-issuance to another owner. As well, we have been informed that the CUP cannot be removed from the property unless conditions are not successfully met. This legal information led us to operate under the assumption that the 189th Avenue property is free and clear for purchase. We also assumed that the information about the CUP was a shared understanding with the City Counsel.

Therefore, based on the assumption that the property is clear for purchase with respect to the CUP, we have been trying to outline the potential impact of extra expenses on various stakeholders. We believe it is our responsibility to prevent unnecessary cost to the taxpayers of Minnesota and the local school district. The bond conduit opportunity will save tax-payer expense.

As we now understand the Council and community need to understand in detail the proposed program, Nexus' plans for the PRTF and the implications for the community in the short and long term, we provide here the path Nexus has travelled to get to this point and our perspective and knowledge of the issues at hand.

TIMELINE OF EVENTS

We would like to review the series of events that led to Nexus pursuing this opportunity:

- Minnesota has identified the need for high intensity treatment settings for youth with mental health needs for at least the past 6 Years, leading to the legislature directing the creation of PRTF beds in the state.

- Cambia Hills responded to that call and created a plan to open a PRTF in 2018. After being turned down from the city of Forest Lake, they turned to East Bethel as a possible site for the program.
- According to East Bethel City Council records, many meetings were held to consider Cambia Hill's proposal, leading to the issuance of the CUP for the construction and operation of a PRTF on the 189th Avenue N site. Council support for this service for youth led to a unanimous vote to approve the permit.
- Cambia Hills proceeded with the construction and opening of the site despite the low flat rate the Department of Human Services (DHS) was paying for the PRTF treatment service at that time.
- After opening, the low treatment rate agreed to by Minnesota DHS, pandemic aftermaths, and other factors led to Cambia Hills closing the facility after nine months of operation in 2021.
- Concurrently, Nexus was pursuing the opportunity to open a PRTF as part of its mission is to fill gaps in the mental health system for youth and families. When Nexus learned of Cambia Hills closure, Margaret Vimont of Nexus met with Jack Davis, representatives of the City Council and the City Development Director in the summer of 2021, where we were informed that the City supported the program and was eager to have it restored to its original purpose.
- Nexus' effort to pursue the program had to be discontinued by the end of 2021 as it was clear that the DHS established rate was not sufficient to fund the service and DHS had not corrected the rate setting method.
- By the summer of 2022, DHS was again trying to restore the program due to its acute need for the services for youth who were stranded in emergency rooms and other unsuitable situations. Nexus again agreed to start the process given the movement DHS was making on correcting the rate setting process.
- By early 2023, a sustainable rate with DHS had been established and a price for the property had been negotiated.
- In early April 2023, Margaret Vimont and Educational ED Ra Shone Franklin met with the Mayor of East Bethel, Council Member Kevin Lewis, Aaron Berg and Jack Davis. At the end of that meeting, all in attendance conveyed support of Nexus' plan to restore the program to the site.
- Based on that support and the understanding the CUP was in place, Nexus Diversified Community Services (NDCS) proceeded on working with the Council on the Conduit Financing that would keep costs to the State and School District as low as possible.

PURCHASE OF PROPERTY AND TAX IMPLICATIONS

The following is information about Nexus pursuing the purchase of the 189th Avenue property:

- NDCS is a 501(c)(3) non-profit organization and thus is able to secure tax exempt financing in the form of Bank Qualified Tax-Exempt Debt (BQTE), which reduces the borrowing rate from that of taxable organizations.
- To secure the favorable borrowing rate, NDCS needs to partner with a city and/or county who serves as a conduit in the transaction.
- Since this facility resides within East Bethel, the city has first rights to be the conduit.
- There is no financial risk to the city/county – all of the risk is on the borrower and the transaction is between the borrower (NDCS) and our lender (Bremer Bank).
- The City of East Bethel has an opportunity to earn as much as $100,000 for its role as the conduit.
- All savings generated by the tax-exempt financing reduces the tax burden to the citizens of the State of Minnesota. The rate paid for the care of the youth in a PRTF is set by the actual costs borne by the agency providing services.
- None of these savings go to Nexus; Federal Medicaid law prevents PRTF's from making a margin/profit. The rate paid to Nexus is based on actual costs of the program only.
- If NDCS were not able to acquire the tax-exempt borrowing rate all increased costs are simply interest rate payments and would go directly to the banks at the expense of taxpayers.

As a 501(c)(3) non-profit organization, NDCS qualifies as tax exempt for real estate taxation.

- This tax exemption would be granted by Anoka County who has real estate tax jurisdiction over the East Bethel property.
- All PRTF's in the State of Minnesota are tax exempt for real estate taxation.
- Nexus operates other facilities in Minnesota that are not PRTFs and therefore can generate margin/profit if so able. In light of our potential to generate profit for those other programs, property taxes were determined to be paid.

BENEFITS TO EAST BETHEL

The following is what Nexus understands as the benefits to East Bethel in restoring the 189th Avenue property to its intended use:

- Nexus is committed to using local resources for the supplies and services it requires for the East Bethel PRTF program whenever possible.
- The program, when fully open, will have a total payroll of 5.7 million and bring 92 jobs to the community once fully open. This allows the Council to bring in the largest private employer in their district.
- These additional employees in the community will naturally boost the local economy as they access local goods and services, such as food, gasoline, etc.

- Nexus is agreeing to pay $24,000 a year for the program's use of local resources. Note that the agreement with the previous operator was reported to be $4500, with an "out clause" if they did not make a margin on the program. Nexus will be paying the fee each year with an annual compounding escalator of 2.5%. This equates to $1,956,387 over the next 45 years directly to the city.
- The Asset Purchase Agreement (APA) identifies the payment that will be made to the City when the sale closes, excerpted from the APA:

> 9. **Taxes and Special Assessments.** Seller shall pay all real estate taxes for the years prior to 2023. Seller and Purchaser shall prorate the real estate taxes on the Facility that are due and payable in the calendar year 2023, on a calendar-year basis, to the date of Closing. Seller shall pay all installments of the special assessments due and payable in the calendar years 2023 and before, as well as the balance of all special assessments levied, pending, or of record against the Facility as of the date of Closing. Purchaser shall pay the real estate taxes on the Facility due and payable in the calendar year 2024 and in years thereafter, and Purchaser shall pay any new special assessments levied against the Facility after the date of Closing.

- As previously stated, the City can receive up to $100,000 issuance fee as part of being the conduit and allowing the bonds to be raised. Upon request by the City, Nexus has agreed to this amount.
- Finally, having a large and visible operation within East Bethel can only improve its attractiveness to other developers and investors in the community, as opposed to the optics of an empty building.

LEGAL ASSUMPTIONS

- Upon learning that there was some concern about the restoration of the PRTF program in the community, we looked into the legal aspects of the situation. The following are the legal assumptions that Nexus is operating under. We have been informed by legal counsel that the CUP is something that follows the property and would not be reviewed or reconsidered upon the change of the operator (reference State Statute 462.3595 CONDITIONAL USE PERMITS)
- We understand that, as long as we follow the conditions set out in the permit and Developer's Agreement, that the permit would continue to stand. Nexus is fully committed to fulfilling the conditions of the CUP and has already worked with City officials to prepare for that obligation.
- Nexus is working with the City to update the CUP to reflect current information.
- We have been told that the Council's legal counsel has reached this same conclusion in reviewing the laws pertaining to the situation.

SCHOOL DISTRICT IMPACT

1. Nexus-St Francis Collaboration Efforts

Nexus has strenuously worked, and will continue to work, with the St Francis School District towards the goal of meeting the needs of youth served by the PRTF. To that end:

- Nexus initiated a meeting with Superintendent Anderson in early April. Multiple staff members and the school board president attended to discuss the program and to begin laying out the issues that will need to be addressed.
- When the issues of concern began emerging at the May Council meeting, Nexus reached out to the Superintendent to offer our partnership in looking at the issues and possible solutions. This led to multiple video-conference and in person meetings with District Staff, two meetings with other Superintendents to brainstorm solutions, a meeting with the previous intermediate district to learn about their program and a connection to the West Metro Intermediate Superintendent to explore options.

The result of these efforts has been greater clarity about the scope of the financial burden to St Francis. While the attempts to engage an intermediate district to manage the educational program were not successful, our efforts to partner around our mutual goal will remain active. Nexus is committed to assisting St Francis as we create a program that we all will be proud of as we help these highly challenged youth move forward to a brighter future because of our efforts.

The following is what Nexus knows about this program's effect on the local School District:

2. Financial Impact:
   - Nexus presented a favorable rent agreement to the St Francis School District, presuming that space in the building will be used for the educational programming.
   - The former owner/operator of the East Bethel facility charged rent in the amount of $450,000/year regardless of the number of classrooms occupied.
   - In contrast, Nexus will charge rent only based on the number of classrooms the district uses to educate the clients in the facility.
   - If NDCS acquires tax exempt financing the cost of each classroom would be $21,945/year with an expected maximum annual charge of $131,670 for the use of six classrooms when Nexus is at maximum client capacity.
   - In the event NDCS was not able to acquire tax exempt financing the cost per classroom would increase to $23,717/year with an expected maximum annual charge of $142,302 for the use of six classrooms when at maximum client capacity.

The above bullet is based on reduced borrowing costs of $3.5M over 27 years if conduit financing were approved. This is an annual difference of $10,632 or $287,064 over the course of the loan based on the rental of 6 classrooms.

3. Educational Workforce Impact:

- We acknowledge that workforce stressors are an area of universal concern and that the education the PRTF youth require will add more positions to fill for St Francis.
  - As far as competing for employees:

- Nexus will not be hiring teachers, so it is unlikely that we will be competing with the school district for teacher employment.
- It has NOT been Nexus's experience that paraprofessionals quit working for school districts to work in residential treatment settings due to the scheduling demands of working in a 365-day-a-year work setting that also requires 24/7 care and supervision of youth. In fact, the opposite is more accurate. Nexus tends to be a training ground for future paraprofessionals because it is common for youth care professionals to resign and go work as paraprofessionals after they have acquired the necessary skills and experience that comes from working in residential treatment settings

Nexus is a not-for-profit service organization committed to meeting the mental health needs of youth and their families. We are highly motivated to restore the East Bethel facility to its intended use, given the desperate need of youth in our state. We are committed to partnering with the community to achieve this goal and to run a program that will be a source of pride in East Bethel. We hope the Council can support the Conduit Financing in order to keep all costs lower to taxpayers, even if members are not in support of the original decision in 2018 to build the building and bring PRTF services to East Bethel.

CONDITIONAL USE PERMIT PROPOSED EDITS

CITY OF EAST BETHEL
ANOKA COUNTY, MINNESOTA
CONDITIONAL USE PERMIT (CUP)

CUP 2018-02

Dated:	Insert Date
Property Owner:	Nexus Family Healing 505 HWY 169 N. Suite 500 Plymouth, Minnesota 55441
Property Applicant:	Nexus Family Healing
Parcel Numbers:	31-33-23-11-0001
Parcel Location:	900 189TH AVE NE CEDAR, MN 55011
Legal Descriptions:	UNPLATTED VILLAGE OF EAST BETHEL NE 1/4 OF NE 1/4 SEC 31, TWP 33 NORTH, RANGE 23 WEST -EX EASE TO RURAL COOP --SUBJ TO RR RT OF WAY
Present Zoning District:	SINGLE-FAMILY AND TOWNHOME RESIDENTIAL (R-2) DISTRICT

CONDITIONAL USE PERMIT AMENDMENT (CUP): to allow the operation of a psychiatric residential treatment facility located at 900 189th Avenue NE, Cedar, Minnesota on the real property in Anoka County, Minnesota.

GENERAL DESCRIPTION

Nexus Family Healing, 505 HWY 169 N. Suite 500, Plymouth Minnesota 5544, has the intent to reopen the 65,000 square foot, single story residential mental health treatment facility at 900 189th Ave NE Cedar, MN 55011, as Nexus East Bethel Family Healing (NEB). The facility consists of a ~~60~~40 bed residential living quarters, treatment service areas for youth, classrooms, gymnasium and outdoor physical activity courtyards, a cafeteria & various other associated support infrastructure necessary for the inpatient behavioral health and educational programs that are provided by Nexus Family Healing. The facility would be for children, ~~ages 6-17~~ages 10-19 ~~with the majority of those admitted to the program in the 10-12 year age group~~. To be eligible for admission, all the children must have conditions that will respond to treatment in three to nine months and be able to live safely in a congregate setting. This facility would serve medically directed youth only and no court adjudicated juveniles would be permitted at this location. The licensing for this facility is through the Minnesota Department of Health and Human Services and would be licensed as a Psychiatric Residential Treatment Facility Medicaid Certification Supervised Living Facility.

PLANNING COMMISSION ACTION

On July 24, 2018, the Planning Commission heard the request for a Conditional Use Permit to allow the operation of a psychiatric residential treatment facility located at 900 189th Avenue NE, Cedar, Minnesota, on the real property in Anoka County, Minnesota. By a 7-0 vote, the Planning Commission approved a recommendation to City Council for consideration of this matter.

CITY COUNCIL ACTION

On August 1, 2018, the City Council approved the Conditional Use Permit (CUP) to allow the operation of a psychiatric residential treatment facility located at 900 189th Avenue NE, Cedar, Minnesota on the real property in Anoka County, Minnesota.

DECISION

The City Council hereby grants the CUP to allow the operation of a psychiatric residential treatment facility located at 900 189th Avenue NE, Cedar, Minnesota on the real property in Anoka County, Minnesota.

CONDITIONS AND REQUIREMENTS

The granting of a (CUP) Conditional Use Permit for the operation of a psychiatric residential treatment facility located at 900 189th Avenue NE, Cedar, Minnesota on the real property in Anoka County, Minnesota, is subject to the following conditions:

1. The CUP is only for the ~~60~~ 40 bed facility and is subject to all licensure requirements with the MN Dept. of Health and Human Services as a Psychiatric Residential Treatment Facility Medicaid Certification/~~Supervised Living Facility~~ Licensure, and subject to all of the licensing requirements as stipulated by MN Dept. of Health.
2. No conversion to a Minnesota Department of Corrections licensed facility will be permitted.
3. Any expansion of the facility beyond the ~~60~~ 40 beds to the maximum 72 beds will require an amendment to the CUP.
4. Any change in the current client demographic or status of clients relative to the court system served by this facility will require an amendment to the CUP.
5. The owner or lessee will be required to provide the City with a copy of their licensure with the MN Department of Health and Human Services on an annual basis.
6. The owner or lessee will be required to provide a copy to the City of the Anoka County Sheriff's Department and East Bethel Fire Department Safety and E911 plans for the facility.
7. The owner will be required to ~~enter into a~~ follow any remaining items from the Developer's agreement with the City created when the building was originally built~~.~~
8. The owner will be required to enter into a Payment in Lieu of Taxes (PILOT) agreement with the City that would commence for pay 2023-2024 taxes.
9. The CUP for this facility shall be reviewed and inspected by the City on an annual basis.

Attachment A: Memorandum re: Nexus Property Parcel Division

MEMO

Date: July 5, 2023

From: Mark J. Manderfeld

To: Margaret Vimont and Michelle Murray

Re: **Legal Descriptions of the Mille Lacs and Gerard Program Properties**

File No. 6804-27

ISSUE

In the discussions with the East Bethel City Counsel over the prospective purchase of the Cambria PRTF facility, the City Counsel has asked why the properties on which the Mille Lacs and Gerard residential treatment programs are operated have been divided into separate parcels of land. You have asked me to provide an explanation.

DISCUSSION

Mille Lacs Program Property.

I do not know what would give the City Counsel the impression that the Mille Lacs property has been subdivided. It is now, and it has always been, a single and contiguous parcel of property under our ownership. The current legal description of this land denotes a single parcel: "Lot 1, Block 1, Mille Lacs Academy, Mille Lacs County, Minnesota." When this land was purchased in 2007 for the construction of the Mille Lacs residential treatment facility, it had a "rural" legal description based on a quarter-quarter section on land with metes and bounds descriptions of two exceptions, but it was the same single and contiguous parcel of land. After our purchase, the land was formally annexed by the City of Onamia and then platted under its current "urban" legal description as part of the development of the property and the construction of the treatment facility.

Gerard Program Property.

The Gerard property is made up of several separately described metes and bounds parcels of land. It was purchased that way by us in approximately 2000. Prior to our purchase, the land was owned and used by a for-profit organization for the operation of a residential mental health facility. Prior to that, it was the home of one of the members of the prominent Hormel family (and interestingly, it was the place where Hormel's world-famous Spam product was named.) I do not now recall why the land had such a complicated legal description, or if we ever knew why. It was not important to us at the time we bought it. However, I can speculate that it may have been the result of land acquisitions by the Hormel family over their many years of ownership.

In the early 2000s, Gerard subdivided the campus to obtain financing for the construction of additional buildings, including a dorm, a school, and a gym but use of the entire originally purchased property has always been exclusively for the operation of the Gerard treatment program.

I also recall that many years ago, the City of Austin wanted to expand its airport, which is located near Gerard campus, and wanted to restrict the height of buildings in the flight paths. Gerard's current or planned construction for the part of its property in the flight path would have conflicted with the new proposed restrictions. In a way to accommodate both

the City and Gerard without getting into a condemnation proceeding, the City of Austin exchanged property that it owned adjacent to the Gerard property that was outside of the airport flight for part of Gerard's property in the flight path. I do not recall whether Gerard or NDCS was the legal recipient of the City property based on the date of that transaction relative to the financing-based transfers described above.

I hope this information answers the City's questions.

Attachment B: DHS allocation of PRTF beds to Nexus Family Healing

DEPARTMENT OF HUMAN SERVICES

October 3, 2022

Michelle Murray
Margaret Vimont
Nexus Family Healing
505 Highway 169 North
Suite 500
Plymouth, MN 55441

Re: Notification of Intent to enter into contract negotiations

Dear Michelle and Margaret,

I am pleased to inform you that the Minnesota Department of Human Services (DHS) has selected Nexus's proposal as suited to meeting the state's needs as set forth in the Request for Proposal for Qualified Grantees to provide Psychiatrci Residential Treatment Services. We would like to begin negotiations immediately with Nexus which we hope will lead to the award of a contract.

Please be advised that this notification letter does not obligate DHS to execute a contract with your organization, and does not give you the authority to rely upon entering into a contractual relationship with DHS. DHS continues to reserve all of its rights indicated in the RFP.

We will be contacting you once you accept this notice to discuss scheduling negotiation sessions with you. Please "reply all" with a statement accepting this notice, as soon as possible.

DHS looks forward to successfully concluding contract negotiations and developing a mutually beneficial relationship with your organization.

Sincerely,

Nancy Just

On behalf of Kristine Preston,

Director, Behavioral Health Division

Attachment C: Signed Contract Page for PRTF Contract between DHS and Nexus Family Healing

DocuSign Envelope ID: 4F79D0A5-1E85-4920-951F-86C0C0B0F275

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

Grantee

State Authorized Representative

1. **STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16C.05.

DocuSigned by:
By: _____
5457B11AE6B649D...

Date: 5/17/2023

Contract No: 229275

2. **GRANTEE**

Signatory certifies that Grantee's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee and Signatory agree that the State Agency relies on the Signatory's certi...

DocuSigned by:
Michelle Murray
By: _____
B04EAC72671B41F...

Title: President, CEO

Date: 5/22/2023

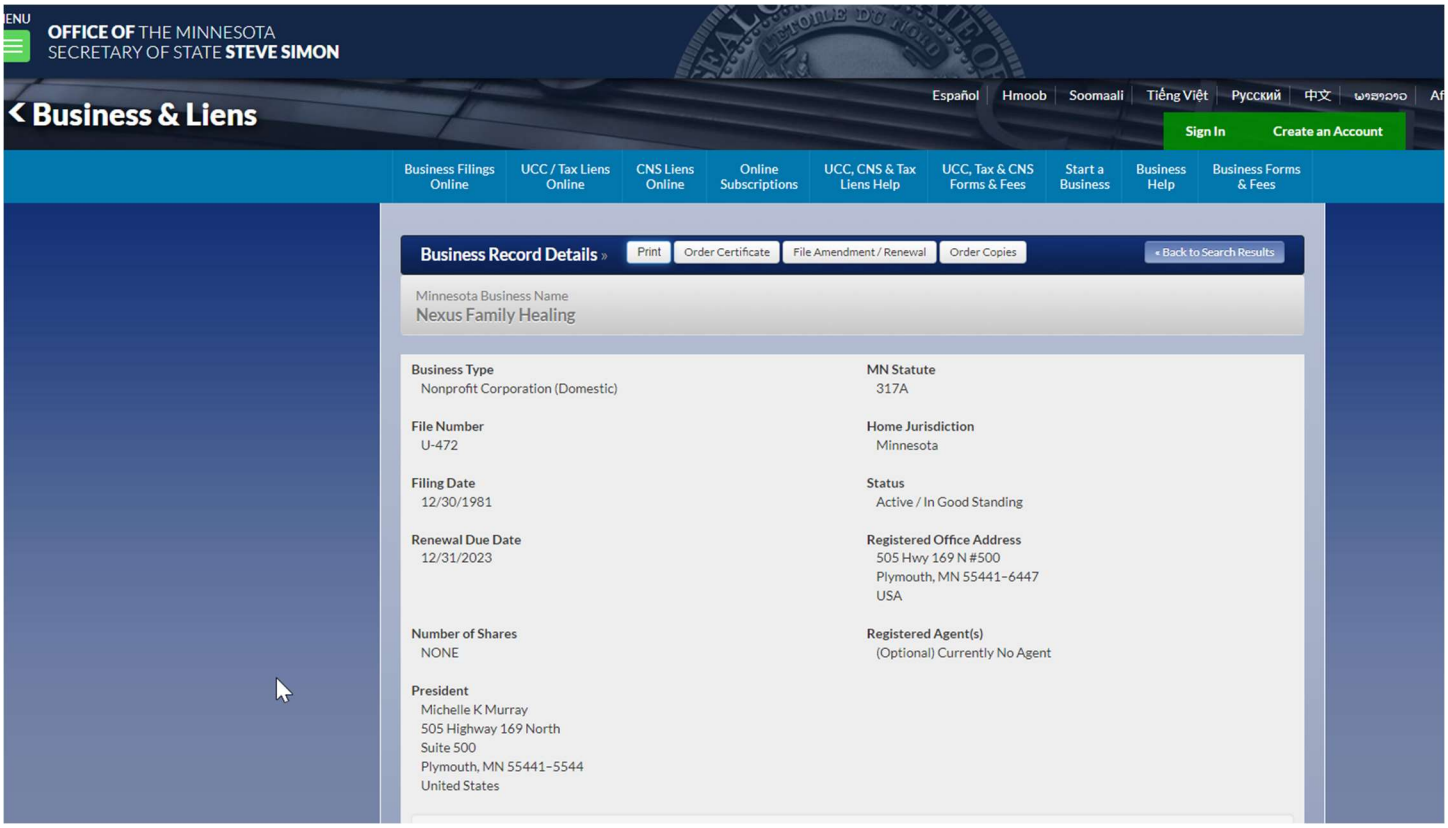
3. **STATE AGENC...**

DocuSigned by:
By (with delegated authority): _____
904F44905FD84D3...

Title: Interim Deputy Assistant Commissioner

Date: 5/23/2023

Attachment D: Documentation of Nexus Family Healing Not for Profit Status



Internal Revenue Service

Date: November 7, 2007

NEXUS
4050 OLSON MEMORIAL HWY STE 450
MINNIAPOLIS MN 55422

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ms. Sellers 17-53503
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
41-1419064

Dear Sir or Madam:

This is in response to your request of November 7, 2007, regarding your organization's tax-exempt status. We have updated our records to reflect the address correction as indicated above.

In April 1983 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

Nexus Scenarios

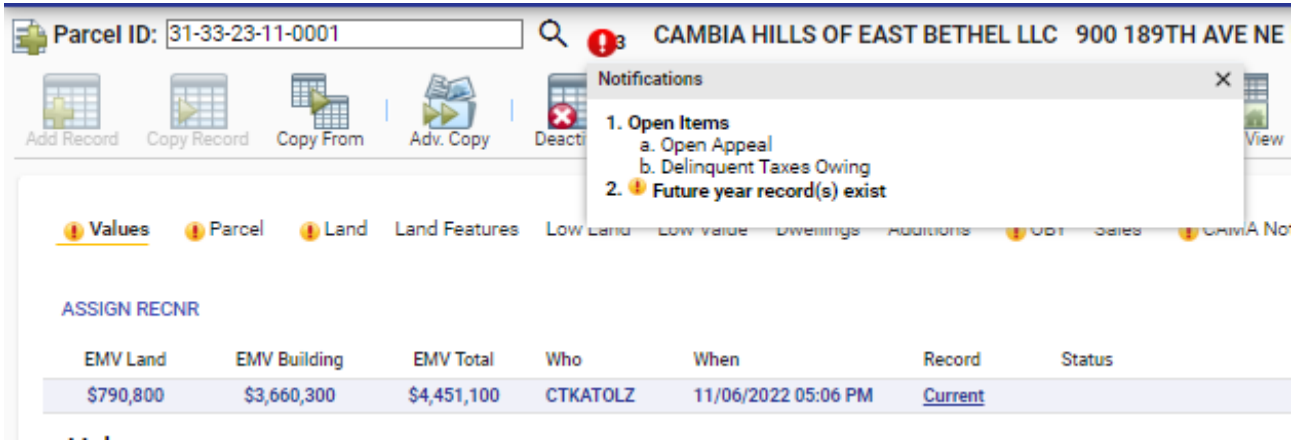
-Prepared for EB City Council-

2023 Assessed Market Value

$4,451,100.00

Notes:

Decrease of 30% from prior year due to updates and obsolescence being added by Ken Tolzman in August of 2022 & November of 2022. See screenshot below.



	Total Tax Capacity	City Tax Rate	City Tax $*	ISD 15 Tax Rate	School District Tax $*
Scenario 1: All 3A Commercial using existing value**	$ 88,272	31.761%	$28,036.07	15.883%	$ 17,283.78
Scenario 2: All 1A Residential using existing value**	$ 54,389	31.761%	$17,274.49	15.883%	$ 11,209.14
Scenario 3: All 1A At Rural Res (3 Improved Lots @$450K)***	$ 13,500	31.761%	$ 4,287.74	15.883%	$ 3,134.03
Scenario 4: All 1A High Density RES (3/Ac or 75 Homes @$356K)****	$ 263,100	31.761%	$83,563.19	15.883%	$ 61,364.61

*Total Estimated Tax Based on Payable 2023 Rates and are Subject to change in the future. School District Tax also includes Referendum Tax which is not displayed above as it is a separate calculation.

**These scenarios are the most accurate estimates based on the current ownership and structure in place. These estimates indicate taxable use change with existing EMV.

***This scenario assumes an ownership change and complete demolition of existing structure, new plat approval, and fully developed lower density residential neighborhood. Given the current zoning and age of structure in place, analysis indicates the current use is its Highest and Best Use for appraisal purposes.

****This scenario assumes an ownership change and complete demolition of existing structure, new plat approval, and fully developed residential neighborhood. Given the current zoning and age of structure in place, analysis indicates the current use it its Highest and Best Use for appraisal purposes

City of East Bethel
City Council Regular Meeting
Agenda Item Information

Date: July 10, 2023

Agenda Item Number: Item 4.0 B

Agenda Item: Public Hearing for City Ordinance, Chapter 2, Article VI, Division 6, Community Development Department Amendments

Background Information:
City Council reviewed the Community Development Director position at the April 3rd and June 5th work meetings.

At the June 5th work meeting, it was discussed that if there is to be but one full time person responsible for all the land use, planning and business development for the City, the Community Development Director position is more appropriate for addressing issues of a developing city than that of a City Planner. Existing growth pressures require a higher degree of involvement and attention to prevent unintended or secondary consequences of developmental decisions. Demands on cities that are on a major highway in the metro area are more extensive than those municipalities that are not in areas that are becoming prime locations for development, only require minimal services and have no city utilities.

The consensus of Council was that it is on-board with keeping and staffing the Community Development Director position and City Council is requested to consider amending the current ordinance to reflect the proposed changes as exhibited in Attachment 1.

Attachment (s):
Attachment 1 – City Ordinance, Section 2-424 – Redline Revision
Attachment 2 – City Ordinance, Section 2-424 – Clean Copy (Ord. 2023-13)

Recommendation(s): Staff is requesting that Council hold a Public Hearing to discuss revisions to the ordinance as exhibited in Attachment 1, and consider approving those changes to City Ordinance, Chapter 2, Article VI, Division 6, Community Development Department

DIVISION 6. COMMUNITY DEVELOPMENT DEPARTMENT

Sec. 2-424. Established.

(a) *~~Planning division~~Community Development Department*. A ~~planning division~~Community Development Department is hereby established. The division head shall be the ~~city planner~~Community Development Director. The ~~city planner~~Community Development Director shall be appointed by the city council based on the recommendation of the city administrator. City planning and zoning regulations, review of development proposals and other planning activities along with activities related to economic development shall be under the supervision of the ~~city planner~~Community Development Director. City building code enforcement, zoning ordinance enforcement and other code enforcement activities shall be under the supervision of the Community Development Director and implemented by the building official. The size of the division shall be determined by the city council based on the recommendation of the city administrator.

~~-~~The ~~city planner~~Community Development Director shall supervise operations of the ~~planning division~~Community Development Department, including all assigned personnel, and shall be responsible for all equipment assigned to the division used in its operation. The ~~city planner~~Community Development Director shall prepare and file reports as may be requested by the city administrator.

~~(b) *Inspection/ordinance enforcement division.* An inspection/ordinance enforcement division is hereby established. The division head shall be the building official. The building official shall be appointed by the city council based on the recommendation of the city administrator. City building code enforcement, zoning ordinance enforcement and other code enforcement activities shall be under the supervision of the building official. The size of the division shall be determined by the city council based on the recommendation of the city administrator. The building official shall supervise operations of the inspection division, including all assigned personnel, and shall be responsible for all equipment assigned to the division used in its operation. The building official shall prepare and file reports as may be requested by the city administrator.~~

(Ord. No. 104B, § 13, 10-3-2007)

Secs. 2-425—2-446. Reserved.

CITY OF EAST BETHEL
ANOKA COUNTY, MINNESOTA
ORDINANCE NO. 2023-13

AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-424 OF THE EAST BETHEL CODE OF ORDINANCES REGULATING ADMINISTRATION OF THE COMMUNITY DEVELOPMENT DEPARTMENT IN THE CITY OF EAST BETHEL

The City Council of East Bethel, Minnesota ordains:

Section 1. Chapter 2, Section 2-424 of the East Bethel Code of Ordinances is hereby amended to read as follows:

Sec. 2-424. Established.

(a) *Community Development Department*. A Community Development Department is hereby established. The division head shall be the Community Development Director. The Community Development Director shall be appointed by the city council based on the recommendation of the city administrator. City planning and zoning regulations, review of development proposals and other planning activities along with activities related to economic development shall be under the supervision of the Community Development Director. City building code enforcement, zoning ordinance enforcement and other code enforcement activities shall be under the supervision of the Community Development Director and implemented by the building official. The size of the division shall be determined by the city council based on the recommendation of the city administrator.

The Community Development Director shall supervise operations of the Community Development Department, including all assigned personnel, and shall be responsible for all equipment assigned to the division used in its operation. The Community Development Director shall prepare and file reports as may be requested by the city administrator.

Section 2. The ordinance amendments herein become effective from and after its passage and publication.

Passed by the City Council of East Bethel, Minnesota this 26th day of June, 2023.

_____
Kevin Lewis, Mayor

Attested:

_____
Jack Davis, City Administrator

City of East Bethel
City Council Meeting
Agenda Item Information

Date: July 10, 2023

Agenda Item Number: Item 6.0 A - D

Requested Action: Consider approving the Consent Agenda as presented

Background Information:

Item A – Approval of Bills

Item B – Minutes: June 26, 2023 City Council Meeting

The June 26, 2023, City Council Meeting Minutes are attached for review, edits and approval

Item C - Minutes: June 21, 2023 City Council/Planning Commission Joint Work Meeting

The June 21, 2023 City Council Work Meeting Minutes are attached for review, edits and approval

Item D – Approve Hire of Community Development Director

With the resignation of Stephanie Hanson as Community Development Director as of December 9, 2022, The East Bethel City Council directed staff to advertise for applicants for this position. Applications closed on December 30, 2022, but with only 5 applicants, the position was re-advertised and the closing date was extended until February 21, 2023. Notices were placed in the Union Herald, the City website, the League of Minnesota Cities website and on the community reader board for both these times.

The City received only two additional applications during the extension period and chose to conclude the advertisement process. The seven applications that were received through the two periods of advertisement were rated as to their qualifications relative to the job description and three were selected for interviews. Interviews were scheduled for March 2, 2023. However, On February 27, 2023, two of the candidates withdrew from consideration due to concerns with the salary range for the position and the offer of other employment.

The remaining candidate, Aaron Berg, was interviewed on March 2, 2023 by the City's Personnel Committee consisting of Mayor Harrington and Council Member Lewis along with City Administrator Davis and Deputy City Administrator Jeziorski. From the interview, Mr. Berg's performance demonstrated the qualifications necessary and required of the position and verified his competencies as listed on his resume.

Mr. Berg has a varied background in municipal affairs including five years as a member of the City of Cambridge Planning Commission and its Chairperson for three terms, a past member of the Isanti County School Board, a current member of the Cambridge City Council and an intern and City Planner for East Bethel since June 2022. His performance as the interim Community Development Director since December 29, 2022 has further proven his abilities to perform the duties of this position.

Aaron's diverse municipal government experience and educational background distinctly qualifies him to serve in this capacity. Mr. Berg would start at the beginning salary for this job,

$89,793 per year, with benefits per City Policy. If approved for the position, Mr. Berg's official start date would be Tuesday, July 11, 2023.

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
July 10, 2023
Payment Summary

Payments for Council Approval

Bills to be approved for payment	$169,697.96
Electronic Payroll Payments	$36,499.45
Payroll City Staff - July 6, 2023	$50,907.91
Total to be Approved for Payment	$257,105.32

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Bldgs/Facilities Repair/Maint	9748566776	Grainger	615	49851	$162.00
Arena Operations	Bldgs/Facilities Repair/Maint	062823	Wright-Hennepin Coop Electric	615	49851	$61.90
Arena Operations	Electric Utilities	062123	Connexus Energy	615	49851	$426.61
Arena Operations	Professional Services Fees	100107	Gibson's Management Company	615	49851	$1,175.00
Arena Operations	Refuse Removal	9334034T067	Ace Solid Waste, Inc.	615	49851	$261.99
Building Inspection	Escrow Release - Driveway	2022-00671	Boulder Contracting	101		$5,200.00
Building Inspection	Escrow Release - Landscaping	2022-00329	BLAKE WOITEL	101		$6,600.00
Building Inspection	Escrow Release - Landscaping	2022-00348	MATTHEWS, CHRISTOPHER	101		$6,600.00
Building Inspection	Information Systems	1344	Metro-Inet	101	42410	$814.64
Building Inspection	Motor Fuels	24417594	Mansfield Oil Company	101	42410	$182.88
Building Inspection	State Surcharge	JUNE00305120023	MN Dept Labor & Industry	101		$3,058.45
Building Inspection	State Surcharge	JUNE00305120023	MN Dept Labor & Industry	101		($122.34)
City Administration	Information Systems	1344	Metro-Inet	101	41320	$1,181.90
City Administration	Office Equipment Rental	INV2307386	Metro Sales Inc.	101	41320	$614.69
City Administration	Office Equipment Rental	504214727	US Bank Equipment Finance	101	41320	$315.00
City Administration	Office Supplies	IN4243385	Innovative Office Solutions	101	41320	$95.96
City Administration	Professional Services Fees	M28342	TimeSaver Off Site Secretarial	101	41320	$159.00
City Administration	Professional Services Fees	M28342	TimeSaver Off Site Secretarial	101	41320	$470.00
City Administration	Software Licensing	062623	Jack Davis	101	41320	$173.95
City Administration	Software Licensing	062623	Jack Davis	101	41320	$720.00
Economic Development Authority	Professional Services Fees	266702	CivicPlus	232	23200	$9,100.29
Finance	Information Systems	1344	Metro-Inet	101	41520	$795.49
Finance	Sales Tax Remittance	06 2023	Minnesota Revenue	101		$1,218.00
Fire Department	Bldgs/Facilities Repair/Maint	2521	Bill's Quality Cleaning	101	42210	$53.00
Fire Department	Bldgs/Facilities Repair/Maint	2522	Bill's Quality Cleaning	101	42210	$168.00
Fire Department	Bldgs/Facilities Repair/Maint	8108056	Plunkett's Pest Control	101	42210	$60.00
Fire Department	Bldgs/Facilities Repair/Maint	8108056	Plunkett's Pest Control	101	42210	$112.00
Fire Department	Bldgs/Facilities Repair/Maint	8108056	Plunkett's Pest Control	101	42210	$115.00
Fire Department	Clothing & Personal Equipment	5650	Innovations Plus LLC	101	42210	$662.00
Fire Department	Conferences/Meetings	11572	MN Fire Serv Cert Board	101	42210	$50.00
Fire Department	Conferences/Meetings	11583	MN Fire Serv Cert Board	101	42210	$52.50
Fire Department	Electric Utilities	062123	Connexus Energy	101	42210	$7.70
Fire Department	Electric Utilities	062123	Connexus Energy	101	42210	$682.08
Fire Department	Electric Utilities	062123	Connexus Energy	101	42210	$113.94
Fire Department	Electric Utilities	062123	Connexus Energy	101	42210	$46.27
Fire Department	General Operating Supplies	95978	Menards Cambridge	101	42210	$137.90
Fire Department	Information Systems	1344	Metro-Inet	101	42210	$1,824.24
Fire Department	Motor Fuels	24417594	Mansfield Oil Company	101	42210	$290.94
Fire Department	Motor Fuels	24417623	Mansfield Oil Company	101	42210	$362.64

City of East Bethel
July 10, 2023
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Fire Department	Motor Vehicles Parts	32006	Rosenbauer Minnesota LLC	101	42210	$117.33
Fire Department	Professional Services Fees	P17131	MacQueen Emergency, Inc.	101	42210	$2,270.00
Fire Department	Refuse Removal	9334034T067	Ace Solid Waste, Inc.	101	42210	$89.75
Fire Department	Refuse Removal	9334034T067	Ace Solid Waste, Inc.	101	42210	$35.19
Fire Department	Safety Supplies	43032773	Henry Schein, Inc.	101	42210	$180.42
Fire Department	Small Tools and Minor Equip	INV-48120	Alex Air Apparatus 2 LLC	101	42210	$5,993.05
Fire Department	Telephone	13864340213421	Midcontinent Communications	101	42210	$207.57
Fire Department	Telephone	071323	T MOBILE	101	42210	$99.56
Fire Department	Telephone	9937556295	Verizon	101	42210	$560.14
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2518	Bill's Quality Cleaning	101	41940	$380.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2523	Bill's Quality Cleaning	101	41940	$168.00
General Govt Buildings/Plant	Electric Utilities	062123	Connexus Energy	101	41940	$965.30
General Govt Buildings/Plant	Electric Utilities	062123	Connexus Energy	101	41940	$16.38
General Govt Buildings/Plant	Electric Utilities	062123	Connexus Energy	101	41940	$164.82
General Govt Buildings/Plant	Refuse Removal	9334034T067	Ace Solid Waste, Inc.	101	41940	$75.25
Park Capital Projects	Park & Landscape Services	73	Czars of Tar	407	40700	$58,200.00
Park Maintenance	Bldg/Facility Repair Supplies	971026	Ham Lake Hardware	101	43201	$5.52
Park Maintenance	Bldg/Facility Repair Supplies	96611	Menards Cambridge	101	43201	$55.66
Park Maintenance	Chemicals and Chem Products	131591967-001	SiteOne Landscape Supply	101	43201	$120.61
Park Maintenance	Clothing & Personal Equipment	4159807179	Cintas Corporation	101	43201	$34.11
Park Maintenance	Clothing & Personal Equipment	4160401556	Cintas Corporation	101	43201	$32.41
Park Maintenance	Electric Utilities	062123	Connexus Energy	101	43201	$24.50
Park Maintenance	Electric Utilities	062123	Connexus Energy	101	43201	$136.66
Park Maintenance	Electric Utilities	062123	Connexus Energy	101	43201	$33.53
Park Maintenance	Electric Utilities	062123	Connexus Energy	101	43201	$31.17
Park Maintenance	Electric Utilities	062123	Connexus Energy	101	43201	$387.41
Park Maintenance	Electric Utilities	062123	Connexus Energy	101	43201	$30.64
Park Maintenance	Electric Utilities	062123	Connexus Energy	101	43201	$29.15
Park Maintenance	Information Systems	1344	Metro-Inet	101	43201	$28.72
Park Maintenance	Motor Fuels	24417594	Mansfield Oil Company	101	43201	$249.38
Park Maintenance	Motor Fuels	24417623	Mansfield Oil Company	101	43201	$697.39
Park Maintenance	Other Equipment Rentals	MP225838	LRS	101	43201	$310.00
Park Maintenance	Other Equipment Rentals	MP225839	LRS	101	43201	$420.00
Park Maintenance	Other Equipment Rentals	MP225841	LRS	101	43201	$80.00
Park Maintenance	Other Equipment Rentals	MP225842	LRS	101	43201	$150.00
Park Maintenance	Other Equipment Rentals	MP225843	LRS	101	43201	$80.00
Park Maintenance	Other Equipment Rentals	MP225845	LRS	101	43201	$80.00
Park Maintenance	Other Equipment Rentals	MP225846	LRS	101	43201	$80.00
Park Maintenance	Other Equipment Rentals	MP225847	LRS	101	43201	$80.00
Park Maintenance	Park/Landscaping Materials	501837	Central Wood Products	101	43201	$271.20
Park Maintenance	Professional Services Fees	M28342	TimeSaver Off Site Secretarial	101	43201	$159.00
Payroll	Insurance Premiums	436200072023	NCPERS Group Life Ins	101		$80.00
Planning and Zoning	Information Systems	1344	Metro-Inet	101	41910	$543.09
Planning and Zoning	Legal Notices	954374	ECM Publishers, Inc.	101	41910	$161.24
Planning and Zoning	Professional Services Fees	M28342	TimeSaver Off Site Secretarial	101	41910	$196.75
Recycling Operations	Electric Utilities	062123	Connexus Energy	226	43235	$61.62
Recycling Operations	Other Equipment Rentals	MP225844	LRS	226	43235	$80.00

City of East Bethel
July 10, 2023
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Recycling Operations	Professional Services Fees	July 2023	Cedar East Bethel Lions	226	43235	$1,200.00
Recycling Operations	Professional Services Fees	July 2023	Cedar East Bethel Lions	226	43235	$419.72
Recycling Operations	Professional Services Fees	3098b	Evergreen Recycling	226	43235	$706.00
Recycling Operations	Professional Services Fees	CU-39774	First State Tire Recycle	226	43235	$95.46
Recycling Operations	Refuse Removal	9334034T067	Ace Solid Waste, Inc.	226	43235	$550.32
Sewer Operations	Electric Utilities	062123	Connexus Energy	602	49451	$92.90
Sewer Operations	Electric Utilities	062123	Connexus Energy	602	49451	$176.28
Sewer Operations	Professional Services Fees	0001160242	Metropolitan Council Env Svcs	602	49451	$5,265.69
Street Maintenance	Bldgs/Facilities Repair/Maint	4159807179	Cintas Corporation	101	43220	$9.30
Street Maintenance	Bldgs/Facilities Repair/Maint	4160401556	Cintas Corporation	101	43220	$8.84
Street Maintenance	Clothing & Personal Equipment	4159807179	Cintas Corporation	101	43220	$34.11
Street Maintenance	Clothing & Personal Equipment	4160401556	Cintas Corporation	101	43220	$32.42
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$42.51
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$39.88
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$34.01
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$32.88
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$511.80
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$74.60
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$11.41
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$106.51
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$455.77
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$5.25
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$174.46
Street Maintenance	Electric Utilities	062123	Connexus Energy	101	43220	$113.47
Street Maintenance	Equipment Parts	001-1740177	Force America Distributing LLC	101	43220	$102.91
Street Maintenance	Equipment Parts	001-1740189	Force America Distributing LLC	101	43220	$14.30
Street Maintenance	Equipment Parts	001-1741525	Force America Distributing LLC	101	43220	$81.79
Street Maintenance	Equipment Parts	A22423	Tri State Bobcat	101	43220	$217.32
Street Maintenance	Heavy Machinery	02-989645	Lano Equipment, Inc.	701	43220	$13,394.25
Street Maintenance	Information Systems	1344	Metro-Inet	101	43220	$533.52
Street Maintenance	Motor Fuels	24417594	Mansfield Oil Company	101	43220	$108.07
Street Maintenance	Motor Fuels	24417623	Mansfield Oil Company	101	43220	$1,729.54
Street Maintenance	Motor Vehicle Services (Lic d)	617028	Auto Nation Inc.	101	43220	$858.56
Street Maintenance	Refuse Removal	9334034T067	Ace Solid Waste, Inc.	101	43220	$478.41

City of East Bethel
July 10, 2023
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Street Maintenance	Small Tools and Minor Equip	50022518110	WHITE CAP LP	101	43220	$266.99
Street Maintenance	Street Maint Materials	5294	Central MN Dust Control	101	43220	$6,388.20
Street Maintenance	Street Maint Materials	IN54279	City of St. Paul	101	43220	$14,100.57
Street Maintenance	Tires	270058550	Custom Cap and Tire	101	43220	$249.00
Street Maintenance	Tires	325465	PTL Tire & Automotive Ctr	101	43220	$59.90
Street Maintenance	Tires	8412	Tim Meyenburg	101	43220	$34.50
Street Maintenance	Welding Supplies	20281588	Minneapolis Oxygen Co.	101	43220	$9.13
Water Utility Operations	Bldgs/Facilities Repair/Maint	062823	Wright-Hennepin Coop Electric	601	49401	$42.95
Water Utility Operations	Electric Utilities	062123	Connexus Energy	601	49401	$363.21
Water Utility Operations	Electric Utilities	062123	Connexus Energy	601	49401	$286.86
Water Utility Operations	Electric Utilities	062123	Connexus Energy	601	49401	$1,607.60
Water Utility Operations	Information Systems	1344	Metro-Inet	601	49401	$252.40
						$169,697.96

City of East Bethel
July 10, 2023
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Electronic Payroll Payments						
Payroll	PERA					$9,899.75
Payroll	Federal Withholding					$5,898.03
Payroll	Medicare Withholding					$2,221.92
Payroll	FICA Tax Withholding					$8,584.16
Payroll	State Withholding					$3,541.08
Payroll	MSRS/H.S.A./HCSP					$6,354.51
						$36,499.45

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL AND PLANNING COMMISSION
SPECIAL JOINT WORK MEETING

June 21, 2023

The East Bethel City Council met on June 21, 2023, at 6:30 p.m. for a Special Joint Work Meeting with the Planning Commission at City Hall.

MEMBERS PRESENT:	Kevin Lewis	Brian Mundle
	Tim Miller	Jim Smith
PLANNING COMMISSIONERS PRESENT:	Glenn Terry	Sharon Johnson
	Sherry Allenspach	Joe Reiter
PLANNING COMMISSIONERS ABSENT:	Tanner Balfany	Gabriel Hanschen
	Randy Plaisance	
ALSO PRESENT:	Jack Davis, City Administrator	

1.0 – Call to Order –Planning Commission Joint City Council Work Session

Johnson called the Joint Council and Planning Commission meeting to order at 6:30 p.m.

2.0 – Call to Order – East Bethel City Council

The June 21, 2023, City Council meeting was called to order by Mayor Lewis at 6:30 p.m.

3.0 – Adopt Agenda

Mundle stated I'll make a motion to adopt tonight's agenda. Smith stated I'll second. Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

Lewis gave a personal thank you on behalf of everyone on Coon Lake Beach to the East Bethel, Oak Grove, St. Francis, and Ham Lake firefighters for their great job in fighting the fire on Dogwood.

4.0 – Capstone Presentation – Proposed Concept Plan for the Redevelopment of the Viking Meadow Golf Course

Davis presented the staff report indicating Viking Meadows is an 18-hole public golf course located at the southeastern section of the Hwy 65/Viking Blvd intersection quadrant (see Attachment 1). The course was opened in 1984 and has been on the market for several years. This site is 170 acres +/- and is zoned with a combination of Mixed Use, R-1 and Rural Residential districts.

Davis stated Centra Homes approached the City in 2021 with an interest in purchasing this property for a residential development but did not exercise their final option of acquisition. Capstone Homes, a developer of residential communities, with headquarters in Ramsey, MN has signed a purchase agreement for this property and is proposing a residential development of up to 400 units at this location. Staff has met with Capstone representatives and they intend on seeking approvals necessary for the development of this property. Their schedule proposes to begin site work in

January or February of 2024. This would be a privately financed project and Capstone is requesting no TIF or any other form of assistance from the City.

Davis indicated Capstone has requested the special meeting to brief the Planning Commission and City Council on the project in order to prepare and complete an official Concept Plan Application for approval at the June 27, 2023 Planning Commission Meeting and the July 11, 2023 City Council Meeting. Capstone's goal is to complete the site work and be able to commence housing construction by the summer of 2024.

Davis noted sketch plans, examples of local project in the north metro and an overview of their company will be provided at the special work meeting on June 21, 2023. Any information received from Capstone prior to the meeting will be forwarded as soon as it is received.

Davis recommended the Council and Planning Commission discussion and review item. Council and/or the Planning Commission may wish to comment on the draft concept plan proposal presented at this meeting.

Matt Barker, Capstone Homes, stated he worked with Capstone Homes and the land development team. He indicated they were looking for a conversation and feedback about the Viking Meadows project.

Mr. Barker indicated Capstone was in their 25th year of operation in the Twin Cities area and they were located in Ramsey. He stated while they were also in South Dakota and Wisconsin, their main focus was in the Twin Cities metro area. He noted that currently they were working in 12 different cities in different developments.

Mr. Barker stated when they get into the design or development, there was a lot going into it including researching the community, the neighborhood, and what the naturescape of the community was they would be developing into.

Mr. Barker showed an example of a large development they did in St. Michael. He noted they took a lot of time thinking about how they could take the natural features of the community and enhance them, and how they could use some of the regional amenities in the area. He indicated they also looked at how they could get into a site and what would be the first thing someone would see or experience as they came into a new development or community.

Mr. Barker stated they had also taken into consideration housing projects and the City's Comprehensive Plan as well as the marketplace they were working in. He noted they had taken some time to study East Bethel's Comprehensive Plan and he had also recently visited Coon Lake Beach. He noted the City of East Bethel had great amenities.

Mr. Barker understood the City wanted a full urban infrastructure such as sidewalks, neighborhood parks and streets that provided good access and interconnectivity, and they would keep that need in mind as they designed the site.

Steve Bono, Capstone Homes, stated before they started any kind of layout, they were going to use the natural amenities to create something special. He noted most of the buyers would be families with kids and they would need a lot of walkability and open spaces for a park(s). He stated they were going to put in a lot of thought as to how people would enter the site and having curved streets for character as well as to slow traffic down.

Mr. Barker presented a slide of their vision for Viking Meadows and explained what they were planning including a beautiful north entrance using the existing trees and green spaces. He indicated there would be an entrance off Viking Boulevard with enhanced landscaping which would lead to the

two home areas. He stated there was approximately 50 acres of open space they were preserving in this development also. He indicated there would be City park land with a community park along with some ponding features and forested areas. He noted there would be a trail connection also.

Mr. Barker stated they envisioned the park space that would capture some of the viewshed area as well as the natural amenities of the space around it, which would give the community a great place to come, gather, play, and enjoy time together. With respect to a trail, he indicated they would use some of the current golf cart pathways. He noted they would have a trail network with great connectivity.

Mundle asked if their trail would connect up to the City trail next door to this development. Mr. Barker responded he believed they could connect up to the regional trail in some way and it depended upon how the City wanted that connection point to work. He indicated it did provide some access to some of the commercial space as well and it was definitely worth considering.

Mundle stated he thought it was within the City's plans to have trail connect to each other, especially with large developments.

Reiter asked if they were considering finishing 289th. Mr. Barker responded there was an intention to connect to it, but they would not be finishing anything beyond the boundaries of the project right now.

Reiter asked if they were going to get the south section rezoned to R1. Mr. Barker responded they would need to have a conversation about that as it did fall right outside of the current Comprehensive Plan. He indicated their proposal would probably be a Comprehensive Plan Amendment and that would need to be addressed at some point.

Reiter asked if they had a proposed plat map. Mr. Barker responded right now they were just looking at a concept and wanted to get the Council's and Planning Commissioner's feedback so they could take that feedback and revise things as necessary before they come back with a plan.

Reiter asked if they had an estimate as to the number of vehicles. Mr. Barker responded the total home count right now was 350, but they had not done any traffic study at this point and that would be later as they got into the actual planning.

With respect to the park, Mr. Barker noted there would be some on-street parking and it would be a great recreational park space.

Reiter asked in the mixed use area, were they planning on having any commercial areas. Mr. Barker responded there would just be single-family homes there. He noted in the northwest corner, they would propose some commercial development.

An audience member asked if there would be enough parking in the driveways for a pickup or two cars. Mr. Barker responded they would be working within the City's zoning district guidelines, but they did plan on having three- and four-car garage options and room in the driveway for the parking of multiple vehicles.

Mundle asked if they were proposing to put a sidewalk on one side of the street. Mr. Barker responded that was correct.

Mundle asked if streetlights would be put in. Mr. Barker responded they would be put in.

Smith asked if this development would hook up to City sewer and water. Mr. Barker responded they did intend to be connected to City water, sewer, cable, etc.

Johnson asked if that would include the area on the far east/southeast section. Davis responded there was ample capacity in line size to handle that and from an engineering standpoint, that was not an issue. He noted at some point they might have to put in a lift station, but that would be the only thing that would need to be looked at; otherwise, there was adequate capacity to handle this entire area.

Terry asked if they would have multiple housing looks or would they make them all look uniform. Mr. Barker responded they had a clause in their own development process that prevented them from putting in the same elevation and home colors side by side, so that would be spread out and they would not see the exact same home with the exact same elevation next to each other at any point in the development.

An audience member asked if the development would be covered by a homeowner's association. Mr. Bono responded they might have a homeowner association(s). He indicated one of their goals was to be as far as possible from homeowner association(s), but because they were doing some enhanced landscaping and they had a desire to keep a little bit of architectural control as they developed the community, they would probably have a basic/minor HOA to ensure the landscaping was kept up and irrigated. He indicated the landscaping would be taken care of by the community. He noted the HOA would not be responsible for lawn moving, snow removal, or some of other HOA involved aspects. He stated the HOA cost would be very low.

An audience member asked if the trails would be dirt trails or paved trails and would they be for bikes. Mr. Bono responded they still needed to have that discussion, but he believed they were probably going to look at a paved trail that would be accessible for people and bikers. He noted there might also be some handicapped accessibility component to the trail.

An audience member stated they lived on the south/southeast end of the development and asked how close would the homes be on the property line as they had 24 acres which they hunt. Mr. Barker responded they would follow the normal setback requirements and they would work with the City on that.

An audience member inquired about the proposed road which went through the entire development. He asked where it ended. Mr. Barker responded he did not put that information on the concept plan, but the road would extend and continue. He indicated there would probably also be some cul-de-sacs put in and they still needed to work with the City on that.

An audience member asked if there would be fire access roads with an in and out. Mr. Barker responded there would multiple points for access.

Reiter believed the lower right corner would be a hard sell for a lot of people in the community if they switched that to R1 as there were people in that area with farms, animals, roosters, hunting, etc. and he wanted them to be aware of that. He noted a high-density development through a rural area would be very disruptive to the homeowners there. He also noted that adding a lot of cars to the County Road would cause a lot of traffic accidents also. Mr. Barker responded they already had discussions with staff on this and still needed to figure out what they needed to do in that area.

An audience member noted there would be approximately 600 cars and even if one person worked, that was 350 more cars in the morning going to work and coming back in the evening. She noted Highway 65 and Viking Boulevard was the most dangerous area in the State of Minnesota and she was concerned about adding that many cars and additional traffic. Mr. Barker responded this was something they would be studying as well. He indicated they would be doing a traffic study to see what the impacts would be.

Mr. Barker noted in the Liberty single-family homes areas, this was a new product to the market in the past several years. He noted these homes would meeting the needs of the first-time homebuyer or someone with a younger family looking for a home they could get into and afford. He noted there were a lot of ups and downs in the market right now so they wanted to make sure they created something that the market could handle. He noted a starter home these days was in the mid-$300,000 and he believed they could get very close to that with this product. He noted these homes would have three to five bedrooms also.

Mr. Barker stated the homes in the Liberty area would be a bit smaller, but they wanted to create some additional recreational space in that neighborhood also to add more green space and provide a buffer around them as well. He indicated they were proposing some screening and other landscape enhancements that would help provide some privacy and protection from Highway 65.

Mr. Barker stated they were trying to meet the two-and-a-half units per acre density and in order to do that, they could not just do large single-family homes as that density would be much lower, especially with them having to leave 50 acres. So, this helped with the density and gave a little more opportunity for people getting more of a community neighborhood development.

Reiter asked what were the home prices for the Classic homes area. Mr. Barker responded the Classic area would have a variety of home values as they would have every type of product from a small two-story to a multi-level home that could be in the upper-$300,000 or lower-$400,000. He indicated someone could also build a nice premium home with three- or four-car garages, which could go into $700,000 or $800,000.

Lewis asked if any of the homes had basements. Mr. Barker responded these were slab on grade with no basements in the Liberty area. In the Classic area, there might be walkouts.

A member of the audience stated she was child conscious and questioned if they wanted a pond in the Liberty single-family homes area, where there would be young children. Mr. Barker responded that the ponds were required for stormwater.

A member of the audience asked if the ponds would be fenced in. Mr. Barker responded they do not put fencing around stormwater ponds as they needed to be accessible.

A member of the audience inquired about heating for the slab on grade. Mr. Barker responded he did not believe the homes would have in-floor heat.

A member of the audience inquired about storm shelters. Mr. Bono responded there were a couple of different aftermarket storm shelters people could purchase, but they were not building these now differently than they built residential apartments or townhomes who did not have them and they were slab on grade as well.

A member of the audience stated he had built a slab on grade home and his advice as someone who had been a contractor, was for salability. He noted his storm shelter had spray foam insulated. He asked if they would have a community storm shelter. Mr. Bono responded that the State Building Codes did not require a storm shelter and it was not even commonplace in Minnesota for a building slab on grade to have one.

A member of the audience stated he believed that in mobile home parks, a storm shelter was required. Mr. Bono responded he did not know that for sure. He noted there were options for buyers for a storm shelter, but most buyers were not asking for this. He stated if buyers were asking for them, they would be more proactive about offering them.

Mundle asked if they had done soil borings. Mr. Barker responded they had. Brian Crystal(?sp), representing Capstone Homes, noted they did a round of soil probes and that was how they came up with their buildable area and where it made the most sense to develop.

Mundle asked if they would be using the existing soils, or would they need to bring soil in. Mr. Crystal(?sp) responded the plan was to try and balance it on site as it was expensive to haul dirt in and out.

Mr. Barker stated they had done a lot of analysis and one of the areas they focused on was in figuring out where there was some usable sand in the development and where some of that flow was.

Reiter asked how deep the ponds would be. Mr. Crystal(?sp) responded they would typically max out at 8 to 10 feet with the one of the southwest corner being possibly a little deeper at 15 feet or so.

An audience member asked as they brought in 350 homes using water, how would that affect the water table for those in the southeast corner and those on the east side of Highway 65. Mr. Crystal(?sp)responded there was a County ditch that ran through the site and that was what controlled the water elevation. He noted the water level would remain the same.

An audience member asked how this would affect the water table. Lewis responded they were going to be supplied by City water and sewer, so it was not pumping out of the ground directly below.

Mundle asked if the City water supply was from a different aquifer from residential supplies. Davis responded it probably was as the City water supply was located a mile west. He indicated this should have no effect on the southeast corner with respect to private wells. He noted this would be all municipal water, pumped storage tank, and then gravity flowed back to the individual users.

An audience member inquired about homes farther north on Highway 65 and how dirty their water was. Mr. Barker responded with respect to this development, these homes would be connected to City water, there would be no effect on the regional area other than just drawing the existing water, which was already in the system and from that standpoint, there was no increased concern with the development on private water use.

Reiter asked on the lower right would those be runoff ponds. Mr. Crystal(?sp) responded the last westerly one would be. He explained they had not gone far enough into the design yet for the others, but they could potentially be water quality ponds on the far east property line.

Smith asked if the soil borings had turned up any contaminated soil with mercury in it. Mr. Barker responded they had on the golf course greens and they already had a plan in place to remove that contaminated soil from the site completely where it would be tested and cleaned.

Johnson noted a big concern was traffic and asked them to address how they had dealt with this concern in other developments and how it had worked out. Mr. Barker responded the traffic study was the key component that would help give them the guidance or guidelines for what would need to happen in a community to improve or change any negative impact of traffic as that traffic study was looked at by State standards. He noted they were setting up a system to follow the State standards on how the community had developed and then what impacts that had on the area around it. He indicated the environmental worksheet process would put together the environmental components which included the traffic study. He noted the study would be submitted to the State for review. He stated public would also get the change to comment and give input on that environmental worksheet.

Johnson asked in the 25 years they had been in business, what had been the biggest lessons they had learned for starting up a development and how had they overcome them. Mr. Barker responded that

one of the biggest lessons they had learned was the value of getting to know the community and the homeowners in the community. He indicated their goal was to come into a city and work with them and the community to create a neighborhood that would bring value and a positive impact to the community. He stated their company ran on humility, integrity, and excellence. He noted they had learned a lot about the different things in the market and what products worked and what did not work. He stated they focused hard on making sure the products they bring into the community were going to work.

Mr. Bono stated if the City had any feedback, that would help as it would make it more concise as they moved forward to the next steps.

Mundle asked when did they propose to have a preliminary plat with the streets and lots ready. Mr. Barker responded as soon as they got approval from the governing bodies about this concept. He believed July 11 was their final meeting on that regard. He noted their goal was to break ground on this the first of next year. He hoped to have the design nailed down within the next two to three months.

Mundle asked if they were going to do this development all at once or in phases. Mr. Barker responded they were anticipating it would be done in phases, possibly five or six development phases. He stated if they did this in six to seven years, that would be great, but it would depend on what the market allowed also. He noted the first phase would be focused on the park area and the homes around it and they would be moving out from there as they went through the rest of the development.

Mundle asked if they would have a ghost plat approved for the entire development. Mr. Barker responded the preliminary plat would be for the entire development and they would be doing phases of the plat as they went through. He hoped to have the entire preliminary plat approved this Fall and then put forth the first Final Plat the first of next year.

Johnson asked how difficult it would be to do a complex change for the southeast corner. Davis responded the Met Council would have to be on board with it, which would take longer and be a bit of work. He noted it could be done as they could make a justification that it tied into the other parts of the development. He noted this process would take two or three months to get completed.

Johnson asked if there was a Plan B if the Met Council did not approve it. Davis responded he could not speak for Capstone, but they might change the development some with possibly lower density.

5.0 Adjourn East Bethel Planning Commission

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

6.0 Adjourn East Bethel City Council

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

Meeting adjourned at 7:39 p.m.

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

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL MEETING

June 26, 2023

The East Bethel City Council met on June 26, 2023, at 7:00 p.m. for the regular City Council meeting at City Hall.

MEMBERS PRESENT:	Kevin Lewis	Brian Mundle	Bob DeRoche
	Tim Miller	Jim Smith	

ALSO PRESENT: Jack Davis, City Administrator
Eric Larson, City Attorney
Rodney Sanow, Fire Chief
Derek Peters, ACSO

1.0 Call to Order

The June 26, 2023, City Council meeting was called to order by Mayor Lewis 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. Miller stated I'll second. Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

4.0 Presentations and Public Hearings

4.0 A Legislative Update – State Representative Peggy Scott

Davis stated State Representative Peggy Scott represented District 31B which included East Bethel Linwood, portions of Ham Lake Andover, Oak Grove, and Athens Township. He noted Representative Scott had been assigned to the Environment and Energy Committee, and the Health and Human Service Division, the Finance Committee. She was also the ranking minority member on the Committee for Health and Human Services and Housing. He stated Representative Scott would appear before the Council tonight and update the Council on the legislative and economic development issues that affect the City of East Bethel in current State legislation that had been formed before the Minnesota House of Representative.

Representative Peggy Scott stated she was not on the Health and Human Services Division. She indicated she was the minority lead on the Judiciary and Civil Law Committee, and she was also on Ways and Means and Higher Education.

Representative Scott thanked the Council for having her at the meeting. She stated one of the things she did when she was giving updates on the new legalization of the marijuana laws and how that affected local units of government. She noted she had given Davis a cheat sheet put together by one of their staff about some of the ramifications of the new law on cities.

Representative Scott indicated the local units of government were going to be responsible for inspecting those retail establishments and any establishment that was growing was going to be licensed.

Representative Scott stated they would be checking for age verification requirements, applicable operation requirements, applicable limits on the types of cannabis flower, cannabis products, lower potency hemp edibles and hemp derived consumer products. She noted someone on the East Bethel staff would have to get up to speed on all of these things including marijuana, and cannabis.

Representative Scott stated she understood the City might also be interested in some information on broadband, and what had been in the Legislature on broadband this year. She indicated there was a lot of funding for broadband. She noted in 2024, there was going to be $75 million towards broadband and $50 million for the Office of Broadband in 2025. She noted they upped the individual grant amount from $5 million per project to $10 million per project.

Representative Scott stated it was important to note the $75 million and $50 million over the next two years, and $20 million of that was set aside for lower population density programs.

Representative Scott noted started with an almost $18 billion budget surplus, all of that was spent and taxes were raised $10 billion. She stated it was a 40% increase in the state budget, which was record setting. She indicated she was a member of the minority and she did not support all of that spending. She believed the money for the most part needed to go back to the taxpayers who were overcharged. She stated the Legislature had also tied the State budget to inflation, so it would automatically increase with inflation.

Representative Scott stated they raised the gas tax and the gas tax was expected to go up about five cents over the next four years, which was also tied to inflation. She noted in the whole transportation area, a lot of tax increased there and it would cost them more for your tabs to be renewed, a 30%, average increase for vehicles 11 years and under. And for some vehicles up to a 50% increase in your tab fees. She noted the filing fee was also increasing.

Representative Scott indicated there was an additional $6 for driver's licenses as well as a delivery fee.

Representative Scott noted there was a 50-cent delivery fee for residents getting anything delivered to their home, on orders over $100. There would also be a full 1% sales tax in the seven-county metro area. She noted that included Anoka County and one quarter of that went to housing, and three quarters of that would go towards transportation. She noted only 83% of that point seven, 5% will go to transit, and only 17% will actually go to roads.

Smith asked who do they fire for the great increase in everything. Representative Scott responded they had fought hard to try to prevent a lot of this. She noted the Governor signed into law all of these. She stated elections had consequences.

Mundle stated we could have a couple hour long conversations about every item Representative Scott had brought up. He noted with respect to the broadband funding and the grants given in the past which were for only rural areas outside of the seven county metro area, so East Bethel (even though they were mostly rural) was not eligible for any of that funding. He asked if there was any kind of restrictions that would prevent East Bethel from going after any of those grants, or what kind of restrictions were there on them. State Representative Scott responded she did not have that information with her, but she would be glad to get the answer and get back to them on that.

Mundle requested Davis get the information out to Council once it was received by Representative Scott.

Davis noted the City had done a lot of things to get broadband funding and the issue was the qualification for what was not served and what was underserved. He stated generally within a census

tract, if one house was served, they counted that as having service. He indicated that was something that really affected a lot of them. He indicated they had certain large census tracts which had 100-200 homes in it and they could not qualify for the grant funds, because one or two three homes were served and the rest are not. State Representative Scott responded she would try and get some answers for that.

Smith asked how much per gallon was the gas tax right now. State Representative Scott responded she did not have that information for this meeting.

Smith stated he was curious because he could remember the gas tax was around 11 cents per gallon and the roads were fantastic. He noted now the tax just kept rising, and he believed those funds were not even used to fix the road. State Representative Scott responded part of the problem was that so much of it was going for transit. She indicated they were going to be building a train which would go up to Duluth. She stated the train would get someone to Duluth in the same amount of time as if they were driving, but it would cost the taxpayers a couple billion dollars. She noted they were paying these taxes and a lot of people were not seeing the benefit of those taxes.

State Representative Scott stated she was glad to be of service to the City, Council, and the citizens anytime they had questions. She stated she was honored to serve the citizens of East Bethel and she hoped the citizens felt comfortable contacting her. She indicated she was easy to find on the internet or her email was peggy.scott@house.mn.gov. She asked the residents to not call her as the last call but make her the first call before they got too frustrated with the State government.

Mundle extended an open invitation to Representative Scott anytime she wanted to come and update the Council. He noted the City also had Spring and Fall Town meetings and welcomed her to those meetings if she wanted to come. Representative Scott asked to put her on the list.

4.0 B Interview of Applicants and Appointment of City Council Member

Davis stated with the resignation of Mayor Tim Harrington, Councilperson Kevin Lewis, by vote of Council, was appointed Mayor of the City of East Bethel at the June 12, 2023 City Council Meeting. Following Mr. Lewis' appointment as Mayor, his Council seat was declared vacant. Council then directed Staff to advertise for applications for the vacant Council seat and accept applications for this position until 3 p.m., Friday, June 23, 2023. The date for interviews of the candidates was set for the June 26, 2023 City Council Meeting.

Davis indicated there were less than two years remaining on Mr. Lewis' vacated Council position, no special election was required, and Council may make an appointment to fill this seat for the remainder of its term.

Davis noted in addition to the consideration of the council appointment, Mr. Harrington's resignation leaves his commission and committee liaison assignments open:

- Booster Day Committee
- Sandhill Crane Committee
- Personnel Committee
- Finance Committee
- Sunrise River Water Management Organization

Davis stated Mr. Harrington's post on the Economic Development Authority (EDA) was filled by Kevin Lewis by vote of City Council at the June 12, 2026 Council meeting.

Davis requested Council review the applications for the vacant council seat, interview the candidates, and make an appointment to fill the vacant council position of Kevin Lewis, and upon the

appointment of the new councilperson, the Mayor could offer recommendations for the open commission/committee vacancies for Council approval. These appointments can be made as part of this item or at a later date or point in this agenda.

Smith stated I'll make a motion to approve Resolution No. 2023-51. Miller stated I'll second. Lewis asked any discussion?

Larson stated the copy he had did not have the nominee filled in, so the motion needed to make it very clear that the approval of Resolution 2023-51 was to appoint Robert H. DeRoche, Jr.

Smith asked if they needed to cancel his motion and start a new one. Larson responded Smith's motion should be amended to add Robert H. DeRoche, Jr. as the appointee.

Smith stated I'll amend the motion to include Robert H. DeRoche, Jr. as the appointee. Miller stated I'll second.

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

Robert H. DeRoche, Jr. took the Oath of Office and his seat at the Council dais.

4.0 C Nexus Conduit Bond Presentation

Davis stated at the May 1, 2023 Work Meeting, City Council received a presentation from the City's bond counsel and financial advisor regarding a request for the City's participation in a $10 million conduit bond financing for the proposed purchase of the Cambia Hills facility by Nexus Diversified Community Services.

Davis indicated the City of Ham Lake initially considered to partner with East Bethel to be the secondary issuer of a $7 million bond for the project but later declined to participate as a co-partner in the conduit bond issuance. However, the Anoka County Finance Committee, composed of Commissioners Matt Look, Julie Braastad, and Jeff Reinert, recommended approval of the Nexus request to be the second bond conduit partner behind East Bethel. The Committee showed a high level of support for their service and understood the value of the conduit bond program. The Committee expected their recommendation to receive all County approvals.

Davis noted ISD 15 School Superintendent Karsten Anderson spoke in support of the need for the service be provided by Nexus at the May 1, 2023 meeting, but had concerns regarding charges for rent, State reimbursement of the of ISD 15's cost for out of district students and staffing for District provided services. City Councilmembers questioned if there would be additional costs borne by the School District to support these services. Discussions are continuing to resolve these matters.

Davis stated the City may charge the borrower an issuance fee for its services in connection with bond financing. Nexus has agreed to pay the City $100,000 for the City's participation in the bond issuance.

Davis indicated if the City issued the proposed bonds, the borrower would 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-Whitney would prepare the bond documents and represent the City's interests in the financing, but the City's cost (as well as the fees of all other parties involved with the financing) would be paid by the Borrower. Nexus had also agreed to enter into a PILOT Program (payment in lieu of taxes) and pay the City $24,000 per year with an annual 2.5% increase in payments regardless of their revenues. This would be approximately a 500% increase over the payment that was to be received from Cambia Hills.

Davis stated the City held a public hearing on June 12, 2023 to take comment regarding the consideration of the issuing conduit bonds in the amount of $10 million to Nexus Diversified Community Services (Nexus). Anoka County had agreed to partner with City and issue $7 million in bonds to compliment the City's proposed participation in the project

Davis indicated Nexus would be purchasing the Cambia Hills property and provide the same service as the previous operator, Cambia Hills of East Bethel, LLC.

Davis noted the bonds that would be issued posed no liability or expense to the City and qualified for tax exempt status that enabled a lower payback of the bonds over conventional financing. The implications of this savings was a lesser impact on potential costs to the School District. From a presentation made to City Council on May 22, 2023 and further reviewed at the June 5, 2023 City Council Work Meeting, Nexus had indicated that they were coming to East Bethel either with or without the approval of the conduit bond financing. The difference between the two scenarios was that without conduit bond financing, Nexus would have a higher cost of borrowing and this additional cost would be passed along to the School District in higher costs for classroom rental space and other chargeable expenses for the educational component of their service. Approval of the conduit bond financing would result in a reduction of approximately $3.5 million in added interest cost over the term of loan. As Nexus is a non-profit, this saving would result in lower costs to the School District.

Davis indicated the educational component of the Nexus service was a separate matter with ISD 15 and these two groups were still engaged in discussions to work out a resolution to the School District's concerns.

In summary, Davis stated the City Council scheduled a public hearing for June 12, 2023 regarding the S10 million issuance of conduit bonds to Nexus for the Cambia Hills acquisition. The facility would be operated under the terms of the Conditional Use Permit that is recorded on the property.

Davis noted at the June 12, 2023 meeting, the public hearing for the bond issuance was held, comments received and the hearing closed. There was a motion and second to adopt Resolution 2023-40, Resolution Relating to a Financing Under Minnesota Statutes, Section 469.152 through 469.165, As Amended, on Behalf of Nexus Diversified Community Services; Authorizing Execution and Delivery of Documents Relating Thereto. The second to the motion was made for the purpose of discussion of this topic. At the conclusion of the discussion a motion was made, seconded, and approved to table the consideration to answer questions relating to tax exempt matters and enable the council to be fully seated for a final decision on the conduit bond proposal.

Davis stated the City sent 473 notices of the public hearing by mail to those living in area bounded by Highway 65 on the East, Klondike Drive on the north, University Avenue on the west, and 181st Avenue on the south. Five people spoke at the public hearing with concerns relating to the bond issuance and four people spoke in favor of the proposal.

Davis indicated City Attorney Larson stated the Council had closed the public hearing which indicated that the public hearing process for the bond consideration had been met. As this subject was tabled with the discussion to continue at the June 26, 2023 meeting, Council was requested to consider the options outlined as follows:

Recommendation 1 – If the City Council finds it warranted to approve the conduit bond financing, consider approval of Resolution 2023-40 as exhibited in Attachment 1 to Council's packet and documents relating thereto as exhibited in Attachments 2-5 to Council's packet. Bond Counsel to the City, Dorsey & Whitney LLP, developed these documents on behalf of the City and endorsed the approval of the same. Approval of Resolution 2023-40 authorized the issuance of the note, the loan

of proceeds to Nexus Diversified Community Services for acquisition of the Project, execution of all required documentation, and the issuance by Anoka County, Minnesota of additional financing for the Project. This approval would result in the lowest overall interest rate for the financing of the Project, and in turn, the lowest lease cost to the School District; or

Recommendation 2 - If the City Council does not find it warranted to approve the financing, consider approval of Resolution 2023-40 as exhibited in Attachment 6 to Council's packet. Approval of Resolution 2023-40 dismissed the financing request of Nexus Diversified Community Services and prevents the City from issuing conduit financing for the project but provides consent for Nexus Community Diversified Services to seek and secure funding for the Project through Anoka County, Minnesota, or one or more other municipalities or authorities. This approval would remove East Bethel from the financing process except as host jurisdiction (since the project was physically located in East Bethel's boundaries) but would allow Nexus an opportunity to seek alternative tax-exempt financing options from any other public entity willing to partner with Nexus on the project. This approval would likely increase the overall interest rate for the financing of the project, but it would not require Nexus to borrow at commercial loan interest rates despite its nonprofit purposes; or

Recommendation 3 - The City Council could take no action which would prevent Nexus from obtaining tax-exempt financing from any public entity. However, this would significantly increase the overall interest rate for financing the project. Nexus could seek a commercial loan to acquire the project facility, but at a higher cost than with the use of the tax-exempt bonds. The higher cost of this option would more than likely be passed along in part or in its entirety to the School District and result in the most negative impact to ISD 15.

Mundle asked if there would be a vote on this tonight. Davis responded there was discussion to postpone the vote at the last Council meeting, so this was a discussion item.

Alex Guggenberger stated he had received a couple of questions last week based on the some of the discussions that had happened at the prior Council meetings regarding the taxable status. He indicated he had reviewed the Minutes of those meetings and he hoped to clarify points that were discussed at those meetings.

Mr. Guggenberger stated based on his review of the notes, he knew there some statements made that the property would generate roughly $2 million and if that was the case, if this property would be classified commercial. He indicated if it were to generate $2 million in tax, it would need a value of roughly $75 million total to generate $2 million in tax and this property is valued far less than that $75 million. He noted that in order to generate $2 million to the City, that would have to be at $250 million, making it by far the most standalone valuable parcel in the County, which it was not.

Mr. Guggenberger indicated in this particular case, given its current market value, it generated about $114,000 in real estate tax of which the City would be eligible to receive about $36,000 of that, given the tax rate because of the total tax, roughly a third goes to the County, roughly a third goes to the School District, and roughly a third goes to East Bethel.

Mr. Guggenberger stated some of the numbers that were thrown out at that meeting were inflated and he just wanted to make it clear that those numbers were more accurate numbers based on the current value of the parcel.

Smith asked what the property was worth now. Mr. Guggenberger responded he believed for payable 2023, the tax it was valued at roughly was a little over $6 million with the building and everything. He noted part of the evaluation piece was highest and best use, so in certain instances, if the property did go vacant, or was no longer used, the property would not pay for that building, given

its special use and it would be very hard to repurpose that particular property into something else other than to demolish it. He indicated at that point they have to start valuing demolition costs and other things into the valuation.

Miller asked if the building cost $26.9 million to make a couple of years ago. Mr. Gutenberg responded it certainly could have cost $20+ million to build. He indicated that was really where the cost might outweigh the overall value. He noted in this particular case, the building was built for a specific use and a specific purpose as a mental treatment facility. He indicated the highest and best use if the building was to go vacant and to resell that property into something else. He stated what was really worse in this particular case, was the cost far outweighed that of the actual value of the real estate at stake here, and that kind of lead down the exemption path as no exemption was discussed. He stated the two main pieces with exemption were a necessity of ownership and use. So just because Nexus might be looking to acquire the property and just because they're a 501(c)(3) did not automatically exempt them from real estate tax. He indicated they were exempt from income tax purpose, but there was a very different set of standards for real estate and people who did not make that distinction.

Mr. Guggenberger stated the City and County were still responsible for paying taxes as well and submitting exempt applications. He indicated in this particular case, Nexus owned and rented a lot of different properties around the State. He noted the spaces they were leasing were going to be taxable as they don't own the building and they did not meet the ownership requirements. He noted in the Austin property owned by Nexus, that was a totally different situation, different licenses, different use potentially taking place. He indicated he did not know what the use of that building was and if that was the same or different. He stated in this particular case, in East Bethel, the facility had the license and there was no profit associated with that license as far as a fee structure from the State of Minnesota.

Mr. Guggenberger noted it cost Nexus to house individuals at the facility and there was no profit margin accounted for in that structure. Because of that, it was slightly unique and harder to find operators that were willing to enter into that agreement with that particular license type. He believed there were three or four other properties across the State of Minnesota that use that license structure and all of those existing ones were currently exempt.

Lewis asked was it a matter of State law where the psychological or psychiatric residential treatment facilities were automatically exempt from property tax. Mr. Guggenberger responded there's no automatic in any exemption case. He stated it was not a matter of State law, but it is a matter of whether or not they meet the criteria for an institution as a public charity where they have to be a 501(c)(3). He indicated there was a North Star Test that had a list of six or seven different items that had to be met and in this particular case, they meet those.

Lewis stated the irony of this was that a third would go to the schools if the property taxes were paid. Mr. Guggenberger responded it was just whether or not they met the statutory requirements for purely public charity and from his perspective, they meet all of those thresholds. He noted the amount of tax that would be generated was far less than the amount stated in the previous meeting.

Smith stated the property value was now $6 million and that was because the building was not being used as what it was, so once the building was purchased and used for what it was intended, what happened to the value. Mr. Guggenberger responded they had to look at highest and best use, so if that facility were to go dark, part of the value in that facility or the transaction piece was whether or not there was a bed license tied to it.

Smith asked if there were beds tied to it, would the value go way up. Mr. Gutenberg responded it would not go way up. He noted if it cost $26 million, it had depreciated since then but he did not know what the numbers looked like. He indicated there was more business value that was tied to something that they do not account for from a real estate tax perspective.

DeRoche asked who made the determination whether they could tax it or not, or whether it was taxable. Mr. Guggenberger responded he made that decision.

DeRoche asked if that put a burden on the City, if he decided it was not taxable. He also asked if the residents of the City would need to pay for it. Mr. Guggenberger responded it would be residents of the County and the taxing authority. He indicated Statute made the County Assessor responsible for making those decisions, essentially, looking at it as an independent third party and not individual cities looking at particular parcels. However, he noted the final exemption decision ultimately was with his office or himself, and then any appeal after that went through the Tax Court process.

DeRoche stated they were looking at 39 prime acres which was a lot of property to be developed to help curb some of the cost and now that had been taken away. Mr. Guggenberger responded Nexus still had to pay special assessments and solid waste fees. He noted the property tax exemption did not exempt them from special assessment fees.

DeRoche acknowledged Nexus would pay usage fees such as sewer and water, but the actual property taxes, they would lose those. Mr. Guggenberger responded that was correct and this was the same as any other city that had tax exempt property in it.

Lewis stated he understood there would be a meeting of the County Commissioners tomorrow and this was on their agenda for discussion. He asked if the County, at their level, allowed this property to be tax exempt, did the City also need to forego their share. Mr. Gutenberg responded the County Board did not have a say whether this parcel was exempt or not and that decision was made by his office. He indicated he had been with Anoka County for 11 years and he had never received an email either for or against a particular exemption decision that he had made.

Lewis asked if Mr. Guggenberger was leaning toward granting an exemption for this. Mr. Gutenberg responded he believed all of the statutory requirements were met as a purely public charity and given the current license structure that would be used under and the same as what it was under Cambia Hills. He indicated the licensure structure was the same as well and the only difference was now it was a different operator.

DeRoche asked if the licensing or CUP had been done yet. Davis responded for the CUP the terms and conditions would remain the same as they were for Cambia Hills.

Lewis stated the CUP would need an amendment to possibly reduce the number of patients/residents who would be receiving treatment at the facility.

Mr. Guggenberger stated he knew there was some discussion about a payment in lieu of tax. He indicated he sent an email to Davis regarding this noting there were very specific guidelines in the State Statutes for what met payment in lieu of taxes and that was handled by the County Auditor. He noted the County Auditor was not responsible for collecting this if it went down the path where there was a separate payment.

Lewis noted there would be a PILOT agreement as part of this transaction. Mr. Guggenberger stated there were very specific State Statutes that said when payment in lieu of taxes was used when the property was owned and operated by a local government entity. He indicated in this case, it was not a local government entity. He stated unless there was a very specific payment in lieu of taxes Statute

Lewis was referencing, he did not believe it would meet the statutory definition for payment in lieu of taxes the County Auditor would collect. He noted if that were the case, those funds would get distributed according to the Statute, meaning a portion would go to the County, a portion would go to the City, and a portion would go to the School District. However, he indicated, he did not believe that was the intent of this discussion.

DeRoche asked if there were to be something collected, then the City would have to take care of that. Mr. Guggenberger responded that was his understanding and this would be something the City would handle or the School District would handle.

Davis stated the PILOT programs were conditioned upon the CUP, so nonpayment of the PILOT program would be a violation of the CUP and could result in a revocation of the CUP.

DeRoche stated if they were using the building and there were people in there, chances were they could not just throw them out. Mr. Guggenberger responded he did not remember saying that and that was just a point of clarification.

Lewis asked what the guidelines were. Larson responded he understood what the Assessor was talking about here is that there was very clear PILOT language within the Statute, referring to the various governmental entities Mr. Guggenberger was talking about. He stated the law did not prohibit the entry into a PILOT with other entities such as this one. And matter of fact, that was commonly done. He stated what he was getting at and what he had mentioned to the City Administrator was how it would then be implemented and overseen.

Larson stated it was his understanding that each County was willing to participate in different ways and the City would need to make sure they were very clear how this particular PILOT would be overseen and enforced in a way that worked for the City and worked in partnership with the County. He indicated the “devil’s in the details” as far as how it was structured, overseen, and enforced.

Lewis indicated the City could enter into a PILOT agreement, as they have done in the past and he suspected they would do here. He noted they would make sure the PILOT agreement was put together in a way that was both common sense, reasonable, and enforceable.

Mr. Guggenberger stated he knew there were a couple other comments about whether this property was residential. He asked the City to keep in mind residential properties paid a tax rate of generally one percent and when it exceeded $500,000, that went up to 1.25 percent which was half the rate of a commercial property. He noted when they looked at values that far exceeded the $75 million or $250 million for the 40-acre piece of ground, they needed to account for the tax amounts that were discussed previously. He indicated from a tax perspective, even at $26 million, that would still probably be $36,000 in tax. He noted they were not looking at a huge tax amount compared to what was discussed at the prior meeting.

Lewis stated they were the elected representatives, and they had to do their due diligence on decisions like this. He indicated they were struggling with this.

Lewis stated it was a tragedy that young people had to deal with psychological problems to the point they needed to go to a psychiatric residential treatment facility, and they all agree as human beings that they should help them if they could and that was why the State passed a law to have these kinds of facilities and agreed to fund them the way they decided to fund them.

Lewis stated what they understood was that East Bethel had a vacant building built specifically for this purpose, but then they get into the details and while they are confident the conduit bond funding did not endanger East Bethel as they had been assured by the bond counsel and it was not a general

obligation kind of bonding where if the person who received the proceeds did not pay it, it would fall on the residents of the City. He indicated the Council was comfortable with that, but what they were concerned about was the impact that it would have on the School District and a possible school tax levy on the citizens of East Bethel.

Larson stated the Council had three recommendations in front of them and he recommended even if they decided not to vote on those recommendations to at least center their discussion. He suggested they make a motion on one of those recommendations for seconding at which point they would have an action item in front of them to discuss.

Lewis asked if tabling this would be the way to go. Larson responded they could also table this to the next City Council meeting as well.

Mundle stated I'll make a motion to approve recommendation number one, approve the Conduit Bond Financing and adopt Resolution 2023-40 as exhibited in Attachment 1 to Council's packet and documents related thereto as exhibited in Attachments 2-5 to Council's packet. DeRoche stated I'll second. Lewis asked any discussion?

Lewis stated that was what they were wrestling with because it seemed that if they help on one hand, they hurt on the other.

Mundle asked if the City could legally stop Nexus from coming into the City if Nexus chose to purchase the building. Larson responded the City could not stop anyone from purchasing real property as well as the facilities on it.

Larson understood Mundle was inferring if the City could engage in stopping the use of the building by Nexus for their intended purpose. He indicated that particular question had not been posed to him specifically, but at this juncture, he was not aware of any way the City could do that. He noted for all of the reasons indicated, this was actually the jurisdiction of the State with respect to oversight and use of the property as it fit within the zoning and within the CUP.

Lewis noted for clarification the Conditional Use Permit, which was granted to Cambia Hills and to this property was not attached to a particular person, but rather it was attached to the property by a previous City Council. He noted when the property was sold or transferred, the CUP traveled with it. Larson stated Lewis was correct and the CUP ran with the land, both to ensure the City was able to enforce it and the successors and interests were basically purchasers down the road would have the benefit of the CUP as well as the conditions that applied to it.

Mundle stated they had now established that Nexus could purchase the property and Nexus could run their facility with the CUP. Larson responded that was correct on both counts.

Mundle noted all they were really discussing here was the conduit bond. Lewis noted there was also the PILOT Agreement.

Lewis stated that was what Miller, Dr. Murray, Ms. Vimont, and himself had talked about. He indicated they had met and they discussed that they would need a little bit of time to drill down the details in the CUP, the PILOT agreement, and the financing documents that identified the loan origination fee. He indicated those needed to be resolved before they had this vote.

Larson indicated what was before the Council was the conduit bond financing with the understanding that pursuant to the CUP, Nexus would have to enter into a PILOT Agreement, regardless of the vote on this with the City, and that was one of the conditions on that CUP.

Mundle stated he didn't understand why they could not approve the conduit bond tonight because they will be discussing the rest of the details at a future time. DeRoche noted in the past there were decisions made when all of the facts were not in.

Mundle stated they need to make a decision to approve this or not. DeRoche indicated they had the numbers, but he did not think they knew all of the facts and he did not feel comfortable voting on something that he was not up to speed on.

Mundle asked if the other Councilmembers were up to speed on this yet. Smith responded if they approved this conduit bond, what happened if everything fell apart and the City needed the conduit bonding.

Mundle asked if the City would need the conduit bonding. Smith responded they would if they voted on that and if they approved this and the entire deal fell apart and they would still have the conduit bond to operate all they wish. He asked if that was how it worked.

Mundle stated he did not understand Smith's question and asked him to restate it. Smith stated if they approved the conduit bond and all of a sudden everything went the other way, where they are not going to approve Nexus, then they still get the conduit bond. And they can operate all they want anyways, without them because they approved their financing.

Mundle noted they could not deny Nexus from operating. Smith stated if something "went south the other way", they already approved the financing for Nexus to move forward.

Mundle assumed the financing was contingent on Nexus moving forward. Smith indicated they assumed that, but they did not know that.

Mundle stated that could be a question that was posed. Smith asked where would it be posed. Mundle responded this could be answered by the conduit bond people.

Smith stated Mundle could ask them that. Mundle responded it was Smith's question.

Smith asked if they were in attendance at the meeting. Davis responded no, they were not since there was notification that there would be no vote that they would be at the next meeting when there was a vote. He noted the issue with the PILOT program was the condition of the operation of the facility. He indicated to him, without that they were in non-compliance with it. He noted the payment that they would give the City for participation in the program was something that could be worked out, it could be a condition of it. He believed if Nexus was willing to wait a month, then this would give them time to work out these details.

Lewis called the question.

Larson stated if Council wanted, they could have a motion to table which could be heard first, and if that passed, then they wouldn't reach the underlying motion just as it was done 2 weeks ago.

Mundle stated I'll make a motion to table this item. DeRoche stated I'll second. Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

Davis stated his next question to Nexus was if they were ready to iron out these details, especially for the PILOT program and the participation fee to have everything ready for the Council meeting on July 10 or July 24. He indicated the sooner the better.

Larson noted he was on vacation on July 24 so there would be someone else in attendance at the meeting in his place. DeRoche stated this would probably be better to have it on the July 10th as Larson knew all of the information.

Davis stated this could be addressed again on the July 10th. Smith stated as long as they got their questions answered, he had no problem with that.

Lewis asked Miller his thoughts. Miller stated he believed it was the right thing to do. He noted they do not have the answers to a lot of the questions yet, and Nexus agreed to get them the answers. He stated the City does not want to see a failure again and he believed they should take their time. He noted he had a few questions he wanted to ask about the taxes when it comes to the payment of what was owed the City from Cambia Hills, but that could be answered at another time. He agreed they should do this at the July 10, 2023 Council meeting.

DeRoche asked if the motion needed to be amended to add the July 10th date. Larson responded they could, or they would leave it up to the City Administrator to put this on the July 10th or the 24th agenda, whenever all of the parties were ready.

Larson recommended the motion to table this be amended until July 10, 2023. Mundle noted a vote was already taken on the motion to table.

Larson stated if the motion had already passed, then they had an inappropriate discussion. Lewis stated he didn't want to correct it.

Larson stated if this has been decided, then the City Administrator could put it on the agenda when it was ready with July 10th being the goal.

4.0 D 2023 Booster Day Event Presentation

Stephanie Dorn, East Bethel Booster Day Coordinator, summarized the plans for Booster Days on July 15, 2021 which would include a pancake breakfast, bake sale at the Senior Center, bingo, cornhole tournament, a car show, bounce house, siding and inflatable obstacle course, vendors, the County Library, live music, parade, and a petting zoo. She indicated the East Bethel Bandits baseball team would also be playing a baseball game. She thanked the Committee, the City, and businesses and residents who helped plan and sponsor the event. She invited the Councilmembers to participate in the parade. She indicated they needed volunteers for the day of the event and if anyone was interested in helping to go to their website for information.

Miller noted last year Route 65 also sponsored the plaques for the car show. Ms. Dorn responded she believed they would be doing that again this year.

Informational; no action required.

4.0 E Anoka County Sheriff's Report

Lieutenant Derek Peters presented the May 2023, Sheriff's Report, stating the Sheriff's Department responded to 485 calls for service including 3 burglaries, 8 thefts, 4 assaults, 2 damage to property, 2 PI accidents, 18 PD accident, 61 medical, 30 animal complaint, 14 alarms, 4 felony arrests, 2 gross misdemeanor arrests, 5 misdemeanor arrests, 3 domestic arrests, 3 warrant arrests, 111 traffic stops, and 19 traffic arrests.

Mundle asked with the cannabis legalization coming up, what was the Sheriff's Department stance on that, what was being done differently, and how would they be adjusting. Lieutenant Peters responded it was new to them as it was to the City and they had a training that was put on by their drug task force. He indicated several weeks ago, the State had come up with some pretty clear

guidelines they would be following. He stated this would be a learning experience for them, but the City could be assured they would be on top of it.

Informational; no action required.

4.0 F Fire Department Monthly Report

Fire Chief Sanow presented the May 2023 report and noted that they responded to 82 calls, of which 64 were medicals, 2 crashes, 5 alarms, 5 burning/smoke, 3 other, 1 fire, and 2 mutual aid. He asked the residents check and check their gutters for pine needles as embers could land in roofs or gutters and start the pine needles on fire. He noted they were checking every day with the DNR about open burning due to the air quality. He indicated recreational fires were allowed.

Sanow asked the residents to be careful with their fireworks and reminded the residents of the Minnesota law regarding fireworks.

Sanow reminded people when they are outside in the heat to take time to cool down and drink water and if they started feeling nauseous to call 911.

Mundle inquired what the fire danger was now. Fire Chief Sanow responded he believed it was still extremely high.

Informational; no action required.

4.0 G Public Hearing: Ordinance Amendments to Chapter 2, Section 424

Davis stated the City Council reviewed the Community Development Director position at the April 3rd and June 5th Work Meetings.

Davis noted at the June 5th Work Meeting, it was discussed that if there is to be but one full-time person responsible for all the land use, planning and business development for the City, the Community Development Director position is more appropriate for addressing issues of a developing city than that of a City Planner. Existing growth pressures require a higher degree of involvement and attention to prevent unintended or secondary consequences of developmental decisions. Demands on cities that are on a major highway in the metro area are more extensive than those municipalities that are not in areas that are becoming prime locations for development, only require minimal services and have no city utilities.

Davis stated the consensus of Council was that it is on-board with keeping and staffing the Community Development Director position and City Council is requested to consider amending the current ordinance to reflect the proposed changes as exhibited in Attachment 1 to Council's packet.

Davis indicated staff was requesting that Council hold a public hearing to discuss revisions to the ordinance as exhibited in Attachment 1 to Council's packet, and consider approving those changes to City Ordinance, Chapter 2, Article VI, Division 6, Community Development Department.

Lewis stated with legal counsel's advice, he had a meeting this week on this matter and he wanted to table this until the next Council meeting.

Larson stated because the public hearing had been noticed, Council had to hold the public hearing. He noted Council had two options – they could either close the public hearing and table the actual action until later, or they could continue the public hearing so that if others wanted to speak at the next hearing they could. He noted they could continue the public hearing and once that passed, they could table the matter also.

Mundle asked if the public hearing was continued, would the public hearing need to be renoticed. Larson responded it would not need to be renoticed.

Lewis opened the public hearing at 8:21 p.m.

Lewis noted nobody had come forward to make comment and asked if the hearing should be closed. Larson responded he should not close the public hearing and it should be continued to July 10, 2023.

DeRoche stated I'll make a motion to continue the public hearing to July 10, 2023. Miller stated I'll second. Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

5.0 Public Forum

Darren Leidall, 156 Colleen Street, stated the City Council "had egg on their face tonight" by appointing DeRoche as a Councilmember. He indicated the Council had appointed somebody that had a history of harassing his neighbors and he had an Affidavit signed by the people who had lived at his residence in the past. He requested DeRoche resign from the Council as well as Lewis.

Larson stated the Mayor was the chair of the Public Forum and he had put a pause on Mr. Leidall's public comments. He stated as a resident Mr. Leidall had the right to speak at the Public Forum as long as he did not engage in any uncivil conduct, statement, or personal invective. He stated as long as Mr. Leidall understood that and he stuck with his options and the facts and did not make it overtly personal, he could proceed.

Mr. Leidall stated he had a signed affidavit from Steven and Janelle, who lived next to DeRoche from 2003 to 2008. He indicated they had to move because DeRoche harassed them. He indicated this had gone to Court and a restraining order against DeRoche was obtained. He stated after he got the restraining order, Lewis had written a letter to the Judge saying he had known DeRoche for 24 years. He indicated DeRoche was a friend of Lewis's and now they have got a "Good Ol' Boy's Club" going on again. He indicated he had a video where Lewis was snowblowing and DeRoche was there, so he did not know if Lewis was lying about snowblowing or if he was lying.

Lewis asked if he was allowed to speak. Larson advised to let Mr. Leidall continue but told Mr. Leidall that calling people liars was not appropriate and he needed to stick to the facts and that was not a factual statement. He indicated personal invective was not permissible in a public forum.

Mr. Leidall presented a letter, which he believed to be the truth. He again requested DeRoche resign from the Council. He indicated DeRoche was the wrong choice. He noted he had several discussions with Davis and he had seen him at DeRoche's home several times as well as Smith at DeRoche's home also. He stated it was the "Good Ol' Boy's Club" going on again. Mr. Leidall asked what did Lewis say when he ran for election – that he did not want the "Good Ol' Boy's Club".

Lewis stated he had never said anything about the "Good Ol' Boy's Club."

Mr. Leidall stated there were a lot of other choices out there for Council and DeRoche was not the right choice. He stated he had an attorney on retainer and anyone who had been harassed by DeRoche, his attorney would like to talk to them.

6.0 Consent Agenda

~~Item A: Approve Bills~~
Item B: Approve Meeting Minutes June 5, 2023 City Council Work Meeting
Item C: Approve Meeting Minutes, June 12, 2023 City Council Meeting
Item D: Res. 2023-49, Check Signatory Approvals

~~Item E: Approve Hire of Community Development Director~~
~~Item F: Acceptance of MN Department of Public Safety Grant~~
Item G: Res. 2023-50, Withdraw from SRWMO JPA and intent to form new JPA
Item H: Playground Equipment Purchase – Whispering Oaks Park
Item F: Replacement Fencing – Maynard Peterson Park

DeRoche stated I'll make a motion to approve the Consent Agenda. Smith stated I'll second. Lewis asked any discussion?

Smith requested to pull Items A and F. Miller requested to pull Item A. Smith requested to pull Item E.

DeRoche stated he would be recusing on the Minutes because he was not at the meetings. Larson noted he did not need to recuse himself. DeRoche stated since he was not at the meetings, he wanted to recuse himself from the whole Consent Agenda. Larson responded if he wanted to do that, that was okay.

To the motion, all in favor say aye. **Smith, Miller, and Lewis.** Lewis asked any opposed? **DeRoche recused himself on the entire Consent Agenda vote. Mundle stated he was abstaining from vote on the Item A Bill List.** That motion passes. **Motion passes 3-0-2 (DeRoche, Mundle).**

6.0 A Approve Bills

Smith asked on page 56, Hokanson Anderson, was this over and above what they hired for engineer work. Davis responded these were project-related activities that related to the overlay project for the three they had scheduled for this year and were paid through either escrow accounts, street capital funds, or municipal state aid funds.

Smith asked if the City got reimbursed for any of this. Davis responded they were not paid directly from the budget; they were paid from no specific funds, which were a part of the budget and then they would get the money back.

Smith inquired about Gary Johnson for $19,000. Davis responded that was for a septic escrow. He indicated the escrow was 150% of the estimated cost and now that Mr. Johnson had completed his septic system repairs, he would get his escrow deposit back.

Smith inquired about the legal fees on Page 57 for $48 and $2,288. Davis responded the $48 was a charge for Prairie Hill Subdivision, which came out of an escrow fund. The $2,288 was the normal general legal matters for the past month for things like phone calls, emails, discussions on projects, questions relating to a lot of the topics they discuss which are referred to the City Attorney for his opinion.

Smith inquired about on Page 58, Ehlers $1,950, and $910 professional TIF fees. Davis explained the TIF's were for the qualifications for TIF assistance and it was part of the requirements they had to have that they evaluate that to see if the person receiving it qualified for all that, and that was the East Bethel Village Apartments. He indicated it was part of the project cost that was paid for and they would get 10% of the TIF monies to cover the City's administrative costs.

Smith asked if they would get some of that back. Davis responded they got 10 percent.

Miller and Lewis stated that their questions were covered.

Smith stated I'll make a motion to approve Item A of the Consent Agenda. Miller stated I'll second. Lewis asked any discussion? To the motion, all in favor say aye. **Miller, Smith, DeRoche, and Lewis.** Lewis asked any opposed? **Mundle abstained.** That motion passes. **Motion passes 4-0-1 (Mundle).**

6.0 E Approve Hire of Community Development Director

Smith noted since the Ordinance change was tabled, he believed this should be tabled also.

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

6.0 F Acceptance of MN Department of Public Safety Grant

Smith stated he was not familiar with this grant. He asked how it worked. Davis responded that would be the grant amount and the City would have to pay a matching amount of $2,400.

Smith asked how did they proceed with this and was there an estimate on the entire cost to do this. Fire Chief Sanow responded the cost would be a maximum of $2,400. He indicated this was a piece of equipment that was used to wash turnout gear. He indicated he understood in the State of Minnesota that the State Fire Marshal was pushing this forward very fast, because cancer killed firefighters and it was important to get all of the gear washed as soon as possible. With respect to the piece of equipment that was ordered, he stated it used standard plumbing with a standard plug in and would most likely fit in where they had the washing machine at Station 2.

Smith stated he thought they had one of them running right now. Fire Chief Sanow responded they had a regular washing machine. He noted they have this equipped at Station One where it was capable of washing one set of gear at a time. He noted when they have all of the firefighters go into fires, they needed to wash all of the gear so they had a backlog. He indicated this was for one machine, which cost approximately $6,100 plus installation. He noted all they had to do was match 25 percent of the cost. He noted they had received the grant, but the grant could not exceed $7,000.

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

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

7.0 A Planning Commission

7.0 A.1 Public Hearing: Zoning, Appendix A; Section 24 – Exterior Storage

Davis stated at their April 3rd, 2023 meeting the City Council requested that staff review proposed ordinance amendments to Appendix A – Section 24. Exterior Storage. After a staff review the proposed changes were forwarded to Planning Commission for review, public hearing and a recommendation based on the discussion.

Davis indicated at the April 25, 2023 Planning Commission Meeting, a public hearing was held where there were no public comments received. Some informal comments were compiled from the Commissioners however there was no formal recommendation. At the May 8, 2023 City Council meeting, the informal comments were presented along with a staff recommended that it be returned to the Planning Commission for further discussion and formal recommendation. At the May 23, 2023 Planning Commission Meeting, a more in-depth discussion was held on the proposed amendments and a formal recommendation was approved unanimously by the members.

Davis indicated staff was requesting City Council hold a public hearing and consider approve the Planning Commissions formal recommendation to amend Appendix A – Section 24. Exterior Storage.

Lewis opened the public hearing at 8:40 p.m.

There were no comments.

Lewis closed the public hearing at 8:40 p.m.

DeRoche stated I'll make a motion to amend Appendix A – Section 24. Exterior Storage. Miller stated I'll second. Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

7.0 B Economic Development Authority

None.

7.0 C Park Commission

None.

8.0 Department Reports

8.0 A Community Development

None.

8.0 B Engineer Report

None.

8.0 C City Attorney

8.0 C.1 Cannabis Report Update

Larson presented his report stating the 2023 Minnesota Legislature passed cannabis legislation legalizing the use and possession of cannabis in the State of Minnesota effective August 1, 2023.

Larson indicated the following was a summary introduction of the cannabis law and some of the issues municipalities, such as the City of East Bethel, should address as a result. He noted this Memorandum was focused on the cannabis legislation's civil impacts for cities and did not address criminal/prosecution issues, which were being addressed by law enforcement and prosecutors.

Larson stated the new cannabis legislation legalized the possession, use, manufacturing, and sale of certain cannabis products within the State. It establishes the Office of Cannabis Management (OCM), which was charged with, among other things, enforcing an organized system of regulation for the cannabis industry and the hemp consumer industry.

Larson noted possession, use, and home growth under this new law would be legal beginning August 1, 2023, and legal sales were expected to begin sometime in January of 2025. This law allowed a person of 21 years of age or older to:

- Use, possess, or transport cannabis paraphernalia.
- Possess 2 ounces or less of cannabis flower in a public place.
- Possess 2 pounds or less of cannabis flower in a person's residence.
- Possess or transport 8 grams or less of adult-use cannabis concentrate.
- Possess or transport edible products infused with a total of 800 milligrams or less of tetrahydrocannabinol.
- Give away cannabis flower and products in an amount that is legal for a person to possess in public.

Larson noted the law authorized an individual to use adult-use cannabis flower and adult-use cannabis products:

- In a private residence including the individual's curtilage or yard.
- On private property unless the owner of the property prohibits the use of the products.
- On the premises of an establishment or event licensed to permit on-site consumption.

Larson stated cannabis would not be able to be sold until the Office of Cannabis Management (OCM) was established and able to issue licenses, with the projected timeline being January 2025 for when sales would be live to the public.

Larson indicated before beginning sales, a cannabis retailer must obtain a local retail registration. However, the OCM would forward applications to cities for them to certify whether the proposed cannabis business complied with local zoning ordinance and, if applicable, whether the proposed business complied with the State Fire and Building Code. The OCM may not issue a license to a cannabis business that does not meet local zoning and land use laws.

Larson stated a city possesses zoning and land use controls through which the city may limit the cannabis business' location and the number of cannabis businesses in the city. In short, cities were allowed to adopt reasonable restrictions on the time, place, and manner of the operations of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses. Cities may prohibit the operations of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that was regularly used by minors, including a playground or athletic field. The OCM would develop model ordinances for reasonable restrictions on the time, place, and manner of a cannabis business.

Larson indicated as the State and cities were evaluating the impacts and how to administrate given the new cannabis law, cities may adopt an interim moratorium prohibiting the sale, manufacturing, or distribution of adult-use cannabis. The interim moratorium may not extend beyond January 1, 2025.

Larson stated the interim moratorium ordinance would authorize:

- A zoning and land use study to be conducted; and
- At the completion of the study that the city schedule a public hearing for the purpose of considering adoption or amendment of reasonable restriction on the time, place, and manner of the operation of a cannabis business as defined in the new law.

Larson noted before adopting an interim ordinance, the City must hold a public hearing on the moratorium ordinance. The interim moratorium ordinance may be in place until January 1, 2025. The authority for an extended moratorium does not apply to the sale or production of low-potency hemp edible products.

Larson stated the purpose of an Interim Moratorium Ordinance was to study and assess, and, thereafter, adopt reasonable time, place, and manner city ordinances that are reasonable for the City of East Bethel pertaining the operations of cannabis businesses.

Larson recommended that the East Bethel City Council pass a motion authorizing staff to begin the process of implementing an Interim Moratorium Ordinance, including noticing, and scheduling a public hearing, in order to consider the adoption of an Interim Moratorium Ordinance to be heard in August or as soon as practical thereafter.

Davis asked what would be the final date for adoption of this. Larson responded that this was authorizing staff to essentially move forward to a public hearing in August. He noted he suspected by the first Council meeting date in August. And hopefully then they could act for a moratorium that would take effect immediately.

Mundle stated I'll make a motion authorizing staff to begin the process of implementing an Interim Moratorium Ordinance, including noticing, and scheduling a public hearing, in order to consider the adoption of an Interim Moratorium Ordinance to be heard in August. DeRoche stated I'll second. Lewis asked any discussion?

Smith stated the way he saw it, the State jumped into this with no regulations on anything. And now, when he listened to what the City Attorney said happened, they started putting things together for the City and the State finally came out with rules saying they could not do that, so then they have to change everything again. He indicated they were starting to get ready for something that they did not even know what was going to happen with it and how did that benefit them. Larson responded it was just the opposite. He noted the purpose of the moratorium was that nobody could expect from basically August all of the way to January 1, 2025 that there would be any lawful retail sales of cannabis in the City of East Bethel. He indicated the moratorium was there for the reason to find out what the Office of Cannabis Management was going to do.

Larson noted the Office of Cannabis Management was legislated to put together regulations and guidelines for the City, as well as put together model zoning ordinances for the City to consider. He indicated they are legislated to essentially help guide the City in the City's registration process, but that office was being formed in July. He stated he was confident that staff and the City Administrator would not bring something before the Council until there was sufficient informational and a foundational basis was in place.

Smith stated he did not want to waste time on something that might not be.

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

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 July Work Meeting Agenda

Davis Council's monthly Work Meeting was scheduled for July 3. However, he had some requests to change the date to July 5 to avoid the 4th of July holiday. He recommended the Council not only set the agenda, but also consider changing the date of the work meeting from July 3rd to the July 5th.

Davis indicated the agenda items for the Work Meeting would be the 2020 preliminary budget discussion and a discussion of Cedarwood, plus any items Council wanted to discuss.

DeRoche stated I'll make a motion to move the Work Meeting to July 5 and approve the Council Work Meeting Agenda as presented. Mundle stated I'll second. Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

8.0 G.2 Commission Committee Appointments

Lewis stated former Mayor Harrington was a member of several committees. He recommended DeRoche to replace Harrington as Council liaison on the Planning Commission. He indicated because he had to deal with the EDA Commission, he needed a replacement on the Personnel Committee.

Mundle stated he would like to be on the Personnel Committee and also the Sunrise WMO.

Lewis asked if anyone wanted to be on the Finance Committee and the Sandhill Crain Committee. Davis noted the Sunrise Crain Committee met on an as needed basis and the last meeting was seven years ago. Lewis stated Smith would take the Sandhill Crain Committee.

Lewis asked who wanted to be on the Booster Days Committee. Miller stated he would be on the Booster Days Committee.

DeRoche stated I'll make a motion to approve the Committee appointments.

Lewis summarized the Planning Commission liaison would be DeRoche. Mundle would be on the Personnel Committee. For the Finance Committee, DeRoche would take that position. Smith would be on the Sandhill Crane Committee. Miller would be on the Booster Day Committee. Mundle will be on the Sunrise WMO with Davis. Lewis would be on the EDA.

DeRoche withdrew his motion.

DeRoche stated I'll make a motion to approve the Committee appointments as read. Smith stated I'll second. Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

9.0 Other Items

Lewis stated there would be a dedication at the Maynard Peterson Field and the Minnesota Smoke for ages 14 and under would be playing at the field on Wednesday at 6 p.m.

9.0 A Staff Report

Davis stated the pre-construction conference for the University Avenue reconstruction project would be on July 6, 2023. He noted that would be when the two cities and their engineers would meet with the contractor to go over any questions on the plans and specifications and where they will get the official notice of the start date.

9.0 B Council Reports

Mundle stated there was an EDA meeting on June 20, 2023 where there was a discussion on the Business Retention and Expansion Program. They also had a discussion on the City Communication Survey report.

Miller stated he would be attending tomorrow's committee meeting.

Smith stated he had no report.

DeRoche stated he had no report.

Lewis stated he had no report.

9.0 C Other

None.

10.0 Adjourn

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

Meeting adjourned at 9:09 PM.

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

July 7, 2023

Aaron Berg

Appointment/Offer of Employment – Community Development Director

Dear Mr. Berg,

At its regular meeting on Monday July 10, 2023, the City Council will consider our recommendation to make an offer of employment for the City of East Bethel Community Development Director position to you. The official start date of the position would be July 11, 2023.

Starting Salary:	$89,793, Grade 11, Step A of the 2023 Pay Plan.
Insurance Benefits:	$1,425 per month or $712.50 per pay period
PERA:	Coordinated
Vacation:	Earned at a rate of ten (10) days per year or 3.08 hours per pay period. You may use the vacation as you accrue the time.
Sick Leave:	One day, eight (8) hours per month. You may use the sick leave as you accrue time.
Holidays:	Twelve (12) holidays per year.
Probationary period:	Six (6) months.
Pay periods:	Twenty six (26) pay periods per year.

If you have any questions, please do not hesitate to contact me at 763-367-7850.

Sincerely,

Jack Davis
City Administrator

I have read and understand the offer of employment from the City of East Bethel. I accept the offer as presented:

_____ _____
Signature Date

Please sign and date the offer letter and return a copy of the signed letter for our file.
Thank you.

CITY OF EAST BETHEL
POSITION DESCRIPTION

Position Title: Community Development Director	**FLSA Status:** Exempt/Non-essential/Nonunion/Confidential
Department/Division: Community Development	**Position Status:** Regular Full-Time
Accountable To: City Administrator	**Salary Grade:** Grade 11
Prepared By: City Administrator	**Date:** November 22, 2022

Position Summary:

Under the general supervision of the City Administrator, this position is responsible for city planning, zoning and subdivision administration, Building Department supervision, updates to the comprehensive plan and City ordinances and economic development activities.

Essential Duties and Responsibilities:

- Reviews development proposals to ensure conformance with growth goals and policies.
- Implements, oversees and updates the City's Comprehensive Plan.
- Guides and provides recommendations to Planning Commission and City Council on Comprehensive Plan policy.
- Oversees and administers all Planning, Zoning and Building Department activities.
- Oversees and directs the physical development of the community including administration of all parts of the Subdivision Ordinance.
- Oversees the review of and recommend changes to the City's Codes and Ordinances.
- Performs Staff liaison duties for the Planning Commission meetings and prepares agendas supporting material for meetings.
- Prepares and monitors budgets for the Community Development Department.
- Provide assistance and resolution in zoning disputes and other issues that arise in the performance of this position.
- Manage all TIF and developer agreements to include required fees, developer obligations and maintenance of escrow accounts.
- Maintain and monitor the City GIS program.
- Performs other duties and responsibilities as required.

Oversees and develops the City's Economic Development plans and activities, including but not limited to:

- Establishing and strengthening of economic development relationships with elected officials, business leaders, agencies, developers and citizen organizations.
- Provide technical assistance to advance economic development strategies and projects, including financing and incentive tools.
- Promote and market the City as a desirable location in which to locate or expand a business.
- Update and maintain current economic development information on a centralized website.
- Performs Staff liaison duties to the Economic Development Authority and prepares agendas and reports.
- Proficient knowledge of funding sources, grant/loan programs and financing tools.
- Performs other duties and responsibilities as required

Minimum Qualifications:

- Bachelor's Degree with a major in Community Development, City Planning, Urban Affairs or a related field.
- Minimum of five years' experience in a public Community Development discipline with experience in business retention, recruitment and marketing.
- Documented experience of and success in economic development activities.
- Knowledge of State Statutes, regulations, policies and practices which apply to planning activities and economic development.
- Ability to socially, physically and mentally perform all essential functions under the working conditions as described herein.
- Ability to speak, read, write and comprehend the English language at a level associated with this position.
- Completion of a positive background check.

Knowledge, Skills and Abilities:

- Extensive experience in business retention, recruitment and marketing.
- Ability to work effectively and cordially with City officials, outside agencies, consultants, developers, co-workers and the general public.
- Working ability to read and interpret financial reports, building and site plans, plats and city service maps.
- Working ability to perform mathematical calculations, analyze data, prepare reports and make public presentations.

- Good communication abilities and a positive personality.
- Effective organizational skills to manage projects and document department records.
- Computer knowledge and the ability to work with various Microsoft and Adobe products.
- Ability to work independently and provide appropriate work direction and supervision to department staff.
- Attendance of meetings outside of regular work hours.
- Ability to work in a deadline driven, fast paced environment that requires continual interaction with the public, staff and elected officials.

Physical Demands & Working Conditions:

The physical demands that are described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals to perform essential functions.

- Ability to occasionally lift, push, pull and/or carry objects weighing up to 25 pounds
- Specific vision abilities required by this position include close vision, distant vision, peripheral vision and ability to focus as it relates to such tasks as reading documents, processing paperwork, reviewing plans, and viewing computer monitor.
- Office environment: sitting for extended periods at a personal computer using repetitive movements and small motor skills; working closely with others; frequent interruptions.
- The noise level in the office environment is usually moderate.
- Bend, stoop, squat, kneel, balance or reach as required.

Approved by:



City of East Bethel
City Council Meeting
Agenda Item Information

Date: July 10, 2023

Agenda Item Number: 7.0 A

Agenda Item: Public Hearing – Conditional Use Permit (CUP): Designing Earth Contracting, Inc. – 1282 187th Ln NE – JSN Ulysses Holdings, LLC.

Background Information:
Designing Earth Contracting, INC., an East Bethel company for 16 years, has outgrown its current location and on June 9, 2023, its owner, JSN Ulysses Holdings, LLC., purchased two adjacent, 2 + acre, parcels of land, at 1282 187th LN NE, PIN: 32-33-23-21-0004 and PIN: 32-33-23-24-0011, in the Sauter's Commercial Park.

A Concept Plan proposal was reviewed by city staff and presented at the May 23, 2023 Planning Commission Meeting. The proposal consisted of the construction of a new 19,000 square foot building for a Construction, Trade, and Service Business facility.

Property Zoning
The properties are Zoned (I) – Light Industrial and in accordance with Appendix A, Sec. 48 (4), Construction, Trade, and Service Business are permitted by a Condition Use Permit (CUP). Additionally, exterior storage is also regulated by CUP.

2040 Comprehensive Plan
The light industrial (I) district is intended and designed to provide areas of the city suitable for activities and uses that are industrial in nature. The proposed use aligns with the approved 2040 Comprehensive Plan.

Next Steps
If the CUP is approved, a formal site plan will be submitted for review and approval by the Planning Commission and City Council.

Planning Commission Action:
The Planning Commission conducted a review and held a public hearing at its June 27th, 2023 meeting. At the conclusion of its review made a recommendation, by a 6-0 vote, of approval for the City Council to consider.

Recommendation:
Staff recommends the City Council review the CUP request along with the Planning Commission's recommendation and approve the CUP with the conditions set forth in the attached Resolution 2023-47.

Attachments:
1. Resolution 2023-47, approving a CUP for the operation of a Construction, Trade, and Service Business and Exterior Storage.
2. Location Map
3. Aerial Map
4. Site Plan
5. Applicant's Letter

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

CITY OF EAST BETHEL
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION NO. 2023-47

A RESOLUTION APPROVING A CONDITIONAL USE TO ALLOW THE CONSTRUCTION OF A CONSTRUCTION TRADE AND SERVICES BUSINESS WITH EXTERIOR STORAGE AT 1282 187TH LN NE, EAST BETHEL, PIN 32-33-23-21-0004 AND 32-33-23-24-0011, LEGALLY DESCRIBED AS:

LOT 11, BLOCK 1, SAUTERS COMMERCIAL PARK

AND

LOT 10, BLOCK 1, SAUTERS COMMERCIAL PARK

WHEREAS, the property owner requested approval of a conditional use permit for the construction and operation of a 19,000 square foot Construction, Trade, and Service Businesses facility; and

WHEREAS, the property is zoned (I) – Light Industrial, in which Construction, Trade, and Service Businesses is permitted by Condition Use Permit (CUP); and

WHEREAS, the property is zoned (I) – Light Industrial in which exterior storage is permitted by Condition Use Permit (CUP); and

WHEREAS, the City's Planning Commission conducted a public hearing on this matter on June 27, 2023; and

WHEREAS, as a result of the review, the Planning Commission recommends approval of the CUP to City Council to allow the construction and operation of a 19,000 square foot Construction, Trade, and Service Businesses facility, with exterior storage for the following reasons:

1. It meets the intent of the Comprehensive Plan
2. Allows a 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 CUP to allow the construction and operation of a 19,000 square foot Construction, Trade, and Service Businesses facility, with exterior storage, on the property legally described as Lot 11, Block 1, Sauter's Commercial Park and Lot 10, Block 1, Sauter's Commercial Park 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 is limited to:
    a. rear and side yards,
    b. shall be screened from the right of way,
    c. not to exceed the maximum allowable height of the principal building,
    d. not allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area,
    e. commercial vehicles, trailers, equipment, tools and materials associated with the principal use of the business.

3. The owner will be required to sign a separate Conditional Use Permit Agreement identifying the conditions as approved by the East Bethel City Council on July 10th, 2023.

Adopted this 10th day of July, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL:

_____

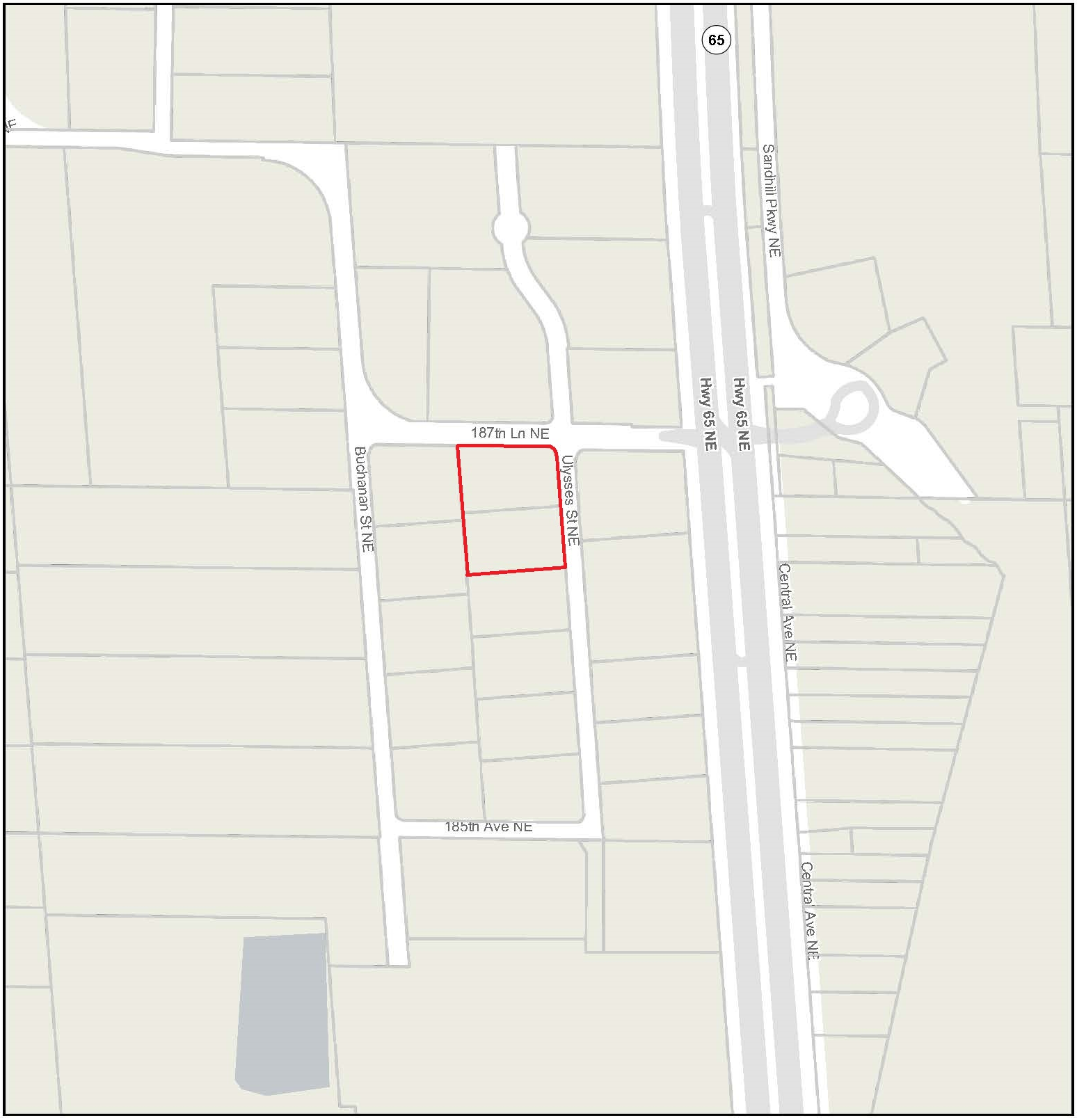
Kevin Lewis, Mayor

ATTEST:

_____

Jack Davis, City Administrator

Location Map - DEC



1 inch equals 505 feet

Parcels

City Mask

City of East Bethel

N

June 9, 2023

Map Powered By DataLink

wsb

187th & Ulyssess St NE



1 inch equals 252 feet

Wetlands

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine
- Parcels
- City Mask

City of East Bethel

N

April 5, 2023

Map Powered By DataLink

wsb

SITE DATA

EXISTING ZONING:	LIGHT INDUSTRIAL
PROPOSED ZONING:	LIGHT INDUSTRIAL
TOTAL PARCEL AREA:	265,539 SF
LOT 9:	88,124 SF
LOT 10:	88,124 SF
LOT 11:	89,291 SF
LOT 10 & 11:	177,415 SF
IMPERVIOUS AREA:	
PROPOSED BUILDING:	15,495 SF 9%
PAVEMENTS:	95,338 SF 54%
TOTAL:	110,833 SF 63%
PERVIOUS AREA:	66,582 SF 37%
LOT 9:	88,124 SF
IMPERVIOUS AREA:	
PROPOSED BUILDING:	11,475 SF 13%
PAVEMENTS:	41,814 SF 47%
TOTAL:	53,289 SF 60%
PERVIOUS AREA:	34,835 SF 40%

PARKING SUMMARY

PARKING REQUIRED

OFFICE - 7,500 SF	
1 SPACE PER 200 SF	38
WAREHOUSE - 11,500 SF	
1 SPACE PER 1,700 SF	7
TOTAL STALLS:	45

PARKING PROVIDED

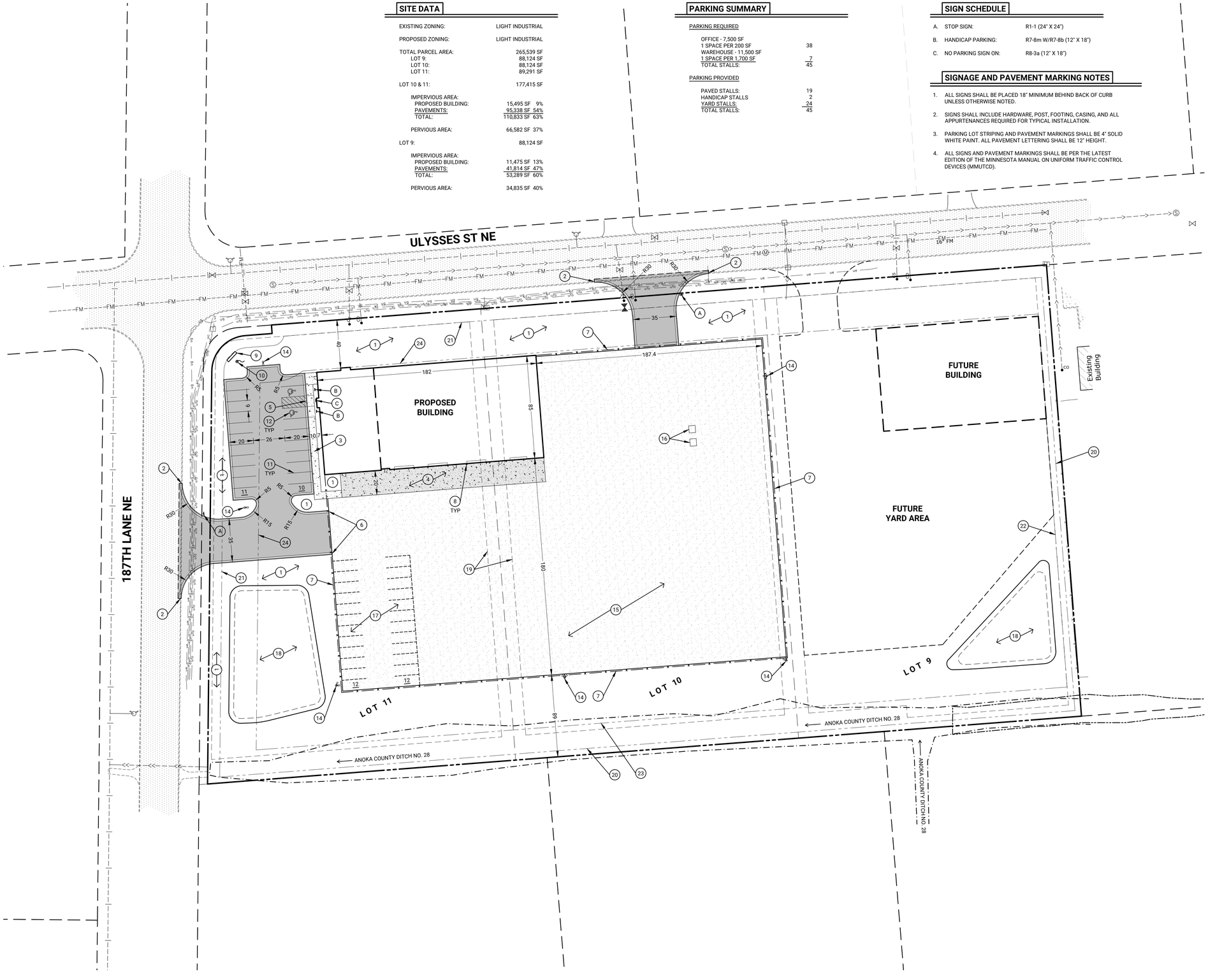
PAVED STALLS:	19
HANDICAP STALLS	2
YARD STALLS:	24
TOTAL STALLS:	45

SIGN SCHEDULE

A.	STOP SIGN:	R1-1 (24" X 24")
B.	HANDICAP PARKING:	R7-8m W/R7-8b (12" X 18")
C.	NO PARKING SIGN ON:	R8-3a (12" X 18")

SIGNAGE AND PAVEMENT MARKING NOTES

1. ALL SIGNS SHALL BE PLACED 18" MINIMUM BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
2. SIGNS SHALL INCLUDE HARDWARE, POST, FOOTING, CASING, AND ALL APPURTENANCES REQUIRED FOR TYPICAL INSTALLATION.
3. PARKING LOT STRIPING AND PAVEMENT MARKINGS SHALL BE 4" SOLID WHITE PAINT. ALL PAVEMENT LETTERING SHALL BE 12' HEIGHT.
4. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE PER THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).



LEGEND

EXISTING	PROPOSED
	PROPERTY LINE
	EASEMENT LINE
	BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	GRAVEL
	CURB LINE
SEE SURVEY	STORM SEWER
SEE SURVEY	SANITARY SEWER
SEE SURVEY	WATER MAIN
SEE SURVEY	SANITARY FORCEMAIN
SEE SURVEY	UNDERGROUND ELECTRIC
SEE SURVEY	UNDERGROUND GAS
SEE SURVEY	UNDERGROUND TELEPHONE
SEE SURVEY	UNDERGROUND FIBER OPTIC
	WETLAND
	EDGE OF WATER
SEE SURVEY	STORM CATCH BASIN
SEE SURVEY	STORM MANHOLE
SEE SURVEY	STORM FLARED END SECTION
SEE SURVEY	HYDRANT
SEE SURVEY	GATE VALVE
SEE SURVEY	OTHER SYMBOLS

BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
GSID STATION #769 (NAME: DENN MNDT)

ELEVATION: 899.19 (NAVD 88)

SITE PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
3. ALL PEDESTRIAN RAMPS SHALL MEET CURRENT ADA STANDARDS.
4. UNLESS OTHERWISE SHOWN IN THE PLANS, CONTRACTOR SHALL PROVIDE CONTROL JOINTS AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS, AND DRIVES PER THE FOLLOWING REQUIREMENTS:

CONTROL JOINTS: WALKS @ 8' SPACING
OTHERS @ 10' SPACING

SAWCUT CONTROL JOINTS MINIMUM ¼ CONCRETE THICKNESS.

EXPANSION JOINTS: WALKS @ 24' SPACING
OTHERS @ 40' SPACING

PROVIDE EXPANSION JOINT AT ALL POINTS WHERE A CHANGE IN PAVEMENT THICKNESS OCCURS AND WHERE NEW PAVEMENT WILL MATCH EXISTING PAVEMENT.

DOWEL ALL EXPANSION JOINTS AT 24" SPACING MAX.

KEYNOTES

1. LANDSCAPE AREA. SEE LANDSCAPE PLAN.
2. MATCH EXISTING CURB/SIDEWALK/PAVEMENT.
3. CONCRETE WALK.
4. CONCRETE APRON.
5. PEDESTRIAN CURB RAMP.
6. 3 FT. TAPER OUT CURB.
7. 6' SLATTED BLACK VINYL COATED CHAIN-LINK FENCE. GATES PER OWNER.
8. 6" CONCRETE FILLED PIPE BOLLARD.
9. MONUMENT SIGN.
10. FLAG POLE.
11. 4" SOLID WHITE LINE.
12. SOLID WHITE PAVEMENT MARKING.
13. TRANSFORM PAD. FINAL LOCATION TO BE CONFIRMED BY CONTRACTOR AND ELECTRIC PROVIDER. TBD.
14. LIGHT POLE AND BASE.
15. OUTSIDE STORAGE AREA.
16. 1,000 GALLON DIESEL TANK WITH SECONDARY CONTAINMENT.
17. PROOF OF PARKING STALLS.
18. WET SEDIMENTATION BASIN.
19. EXISTING DRAINAGE & UTILITY EASEMENT TO BE VACATED.
20. 5' PARKING SETBACK LINE.
21. 10' PARKING SETBACK LINE.
22. 10' BUILDING SETBACK LINE.
23. 25' BUILDING SETBACK LINE.
24. 40' BUILDING SETBACK LINE.

N

0 20 40 80
< SCALE IN FEET >

CALL BEFORE YOU DIG

811 Know what's below. Call before you dig.

CONTOUR CIVIL DESIGN
8195 VERNON STREET, ROCKFORD, MN 55373
TEL: 612.730.2265 | WWW.CONTOURCD.COM

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

NAME: JOSEPH T RADACH PE
SIGNATURE:
DATE: 05/26/23 LIC #: 45889

REVISIONS	ISSUE DATE: 05/26/23	BY: JTR
1.		
2.		
3.		
4.		
5.		
6.		
7.		

OWNER
DESIGNING EARTH CONTRACTING
18651 BUCHANAN STREET NE
EAST BETHEL, MN 55011

SITE PLAN

DESIGNING EARTH CONTRACTING
NEW OFFICE/SHOP
EAST BETHEL, MINNESOTA

SHEET NUMBER
C2.1

05/26/23 c:\users\contour civil\dropbox\pc\desktop\contour_jobs\23007 - dec east bethel shop\cad\23007_site.dwg

May 10, 2023

Aaron Berg-City Planner
Members of the City Council & Planning Commission

City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011

Re: **Designing Earth Contracting, Inc New Office/Shop**
Concept Plan and CUP

Mr. Aaron Berg and Members of City Council/Planning Commission:

Designing Earth Contracting, Inc (DEC) is a contractor that specializes in site grading, excavating & exterior utility services and has operated in Sauter's Commercial Park for the past 16 years. The City of East Bethel has been a convenient location for our business and staff, and we feel the nature of our business complements other businesses located within the commercial park. To accommodate our business growth & staffing needs and allow us to remain located in The City, we are proposing to build a larger headquarters on lots adjacent to our current location. The proposed building is approximately a 19,000 s.f. class A building consisting of 7,500 s.f two story office space and 11,500 sf of shop with ability for future expansion.

The goal of DEC with this project is to provide a building that enhances the aesthetics of the industrial park, and one the ownership, employees, and The City can be proud of. The building we are proposing is a precast structure that will bring a more modern look, much like buildings commonly seen in other highly sought after industrial parks. We believe the building will inspire future projects in the area and increase overall property values.

Other design goals considered during the development of this project were to improve the quality of the workspace for employees, including natural daylighting and incorporation of an outdoor patio space, to meet or exceed the Minnesota energy code and exceed city landscaping requirements to create an elevated curb appeal.

Please feel free to contact me if you have questions regarding this narrative.

Thank you,

Stephanie Neumann

Stephanie Neumann- President
Designing Earth Contracting, Inc.

City of East Bethel
City Council Meeting
Agenda Item Information

Date: July 10, 2023

Agenda Item Number: 7.0 A1

Agenda Item: Site Plan Review – 1282 187th LN NE – Designing Earth Contracting, INC.

Background Information:

Designing Earth Contracting, INC., an East Bethel company for 16 years, has outgrown its current location and has submitted an application for a site plan review for the construction of a new Construction, Trade, and Service Businesses facility, located on at 1282 187th LN NE. The proposal consists of the adding a 19,000 square foot building, consisting of 7,500 square foot, two story, office space and 11,500 square foot shop, with additional land for future expansion.

Property Zoning

The property is zoned (I) – Light Industrial, in which Construction, Trade, and Service Businesses is permitted by Condition Use Permit (CUP).

Code Requirements

A site plan review is required prior to issuance of a building permit for new construction and is also required in conjunction with an application for a Condition Use Permit (CUP) as defined in Appendix A, Sec. 04, 12. – Site Plan Approval.

Architectural Design

City Staff have reviewed the proposed building exterior and determined that it is consistent with the architectural standards as defined in Appendix A, Sec. 28, 3. – Light Industrial (I) Zone.

Landscape Plan

City Staff have reviewed the proposed Landscape Plan and have determined that it exceeds the minimum landscaping code requirements as defined in Appendix A, Sec. 27, 3. C. - Light Industrial (I) Zone.

Lighting Plan

City Staff have reviewed the proposed Lighting Plan which is in compliance with Appendix A. – Sec. 26. – Lighting Regulations.

Parking Plan

The Parking Plan includes a total of 45 parking spaces, divided up between 19 paved spaces for the office, 2 Handicap stalls and 24 yard stalls for the warehouse. This combination of spaces meets Appendix A. – Sec. 22. – Off Street Parking and Loading Requirements.

Easement Vacation

An existing combined 20 foot wide Drainage and Utility Easement will need to be vacated prior to lot combination and construction.

Planning Commission Recommendation:

The Planning Commission, at its June 27th, 2023 meeting, conducted a site plan review and at its conclusion, by a vote of 6-0, recommends approval to City Council.

Recommendation:

Staff recommends the City Council review the site plan as well as the Planning Commission's recommendation and approve the site plan review with the conditions set forth in Resolution 2023-48 and accompanied exhibits.

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

CITY OF EAST BETHEL
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION NO. 2023-48

A RESOLUTION APPROVING THE SITE PLAN REVIEW FOR CONSTRUCTION OF A CONSTRUCTION TRADE AND SERVICES BUSINESS AT 1282 187TH LN NE, EAST BETHEL, PIN 32-33-23-21-0004 AND 32-33-23-24-0011, LEGALLY DESCRIBED AS:

LOT 11, BLOCK 1, SAUTERS COMMERCIAL PARK

AND

LOT 10, BLOCK 1, SAUTERS COMMERCIAL PARK

WHEREAS, property owner requested approval of a site plan for the construction of a 19,000 square feet to a Construction, Trade, and Service Businesses facility; and

WHEREAS, the property is zoned (I) – Light Industrial, in which Construction, Trade, and Service Businesses with outside storage permitted by Condition Use Permit (CUP); and

WHEREAS, on July 11th, 2023, City Council approved a Conditional Use Permit (CUP) to allow the business to operate from its current location; 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.

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 19,000 square feet to a Construction, Trade, and Service Businesses facility with the following conditions:

1. The approved site plan dated received May 26, 2023 and is shown as Exhibit A.
2. The Drainage and Utility Easement located between the properties will need to be vacated prior to a lot combination and construction.
3. A building permit must be issued prior to the commencement of site work.
4. Prior to issuance of a building permit the City Engineer must review and approve drainage and grading plans.
5. Architectural design and material of the structures must comply with Exhibit A.
6. The landscaping must comply with Exhibit A. If landscaping is not installed prior to October 1, 2023, the applicant must establish an escrow. The escrow will guarantee the installation of plantings no later than June 1, 2024. The City Engineer will determine the amount of the escrow.

7. An Operations and Maintenance Agreement for the retention pond shall be executed and filed with Anoka County prior to the commencement of site work.

Adopted by the City Council of the City of East Bethel this 10th day of July, 2023.

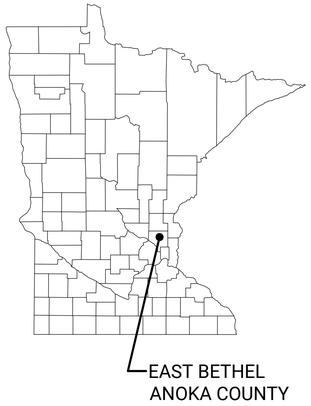
ATTEST

_____
Jack Davis, City Clerk

CITY OF EAST BETHEL

_____
Kevin Lewis, Mayor

EXHIBIT A



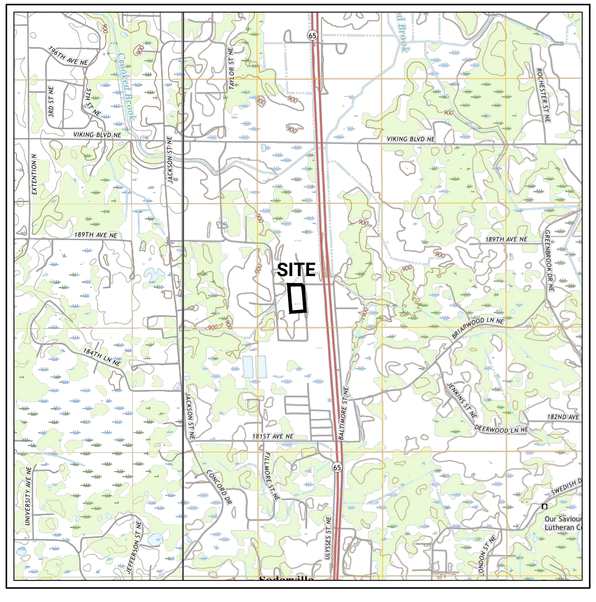
SITE CONSTRUCTION PLANS

FOR

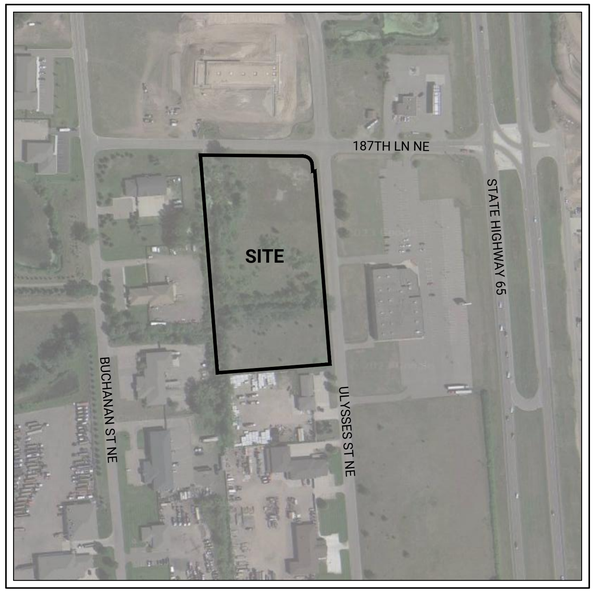
DESIGNING EARTH CONTRACTING NEW OFFICE/SHOP

EAST BETHEL, MN

SITE LOCATION MAP



AERIAL MAP



SHEET INDEX

C0.0	TITLE SHEET
	ALTA/NSPS LAND TITLE SURVEY
C1.1	EXISTING CONDITIONS & REMOVALS PLAN
C2.1	SITE PLAN
C3.1	UTILITY PLAN
C4.1	GRADING AND DRAINAGE PLAN
C5.1	EROSION CONTROL PLAN, PHASE I
C5.2	EROSION CONTROL PLAN, PHASE II
C5.3	SWPPP NARRATIVE
C6.1	DETAILS
C6.2	DETAILS
C6.3	DETAILS
C6.4	DETAILS
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE DETAILS
	PHOTOMETRIC PLAN

CONTOUR CIVIL DESIGN
8195 VERNON STREET, ROCKFORD, MN 55373
TEL: 612.730.2265 | WWW.CONTOURCD.COM

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

NAME: JOSEPH T RADACH PE

SIGNATURE:

DATE: 05/26/23 LIC #: 45889

REVISIONS	ISSUE DATE: 05/26/23	BY: JTR
1.		
2.		
3.		
4.		
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6.		
7.		

OWNER

DESIGNING EARTH CONTRACTING
18651 BUCHANAN STREET NE
EAST BETHEL, MN 55011

TITLE SHEET

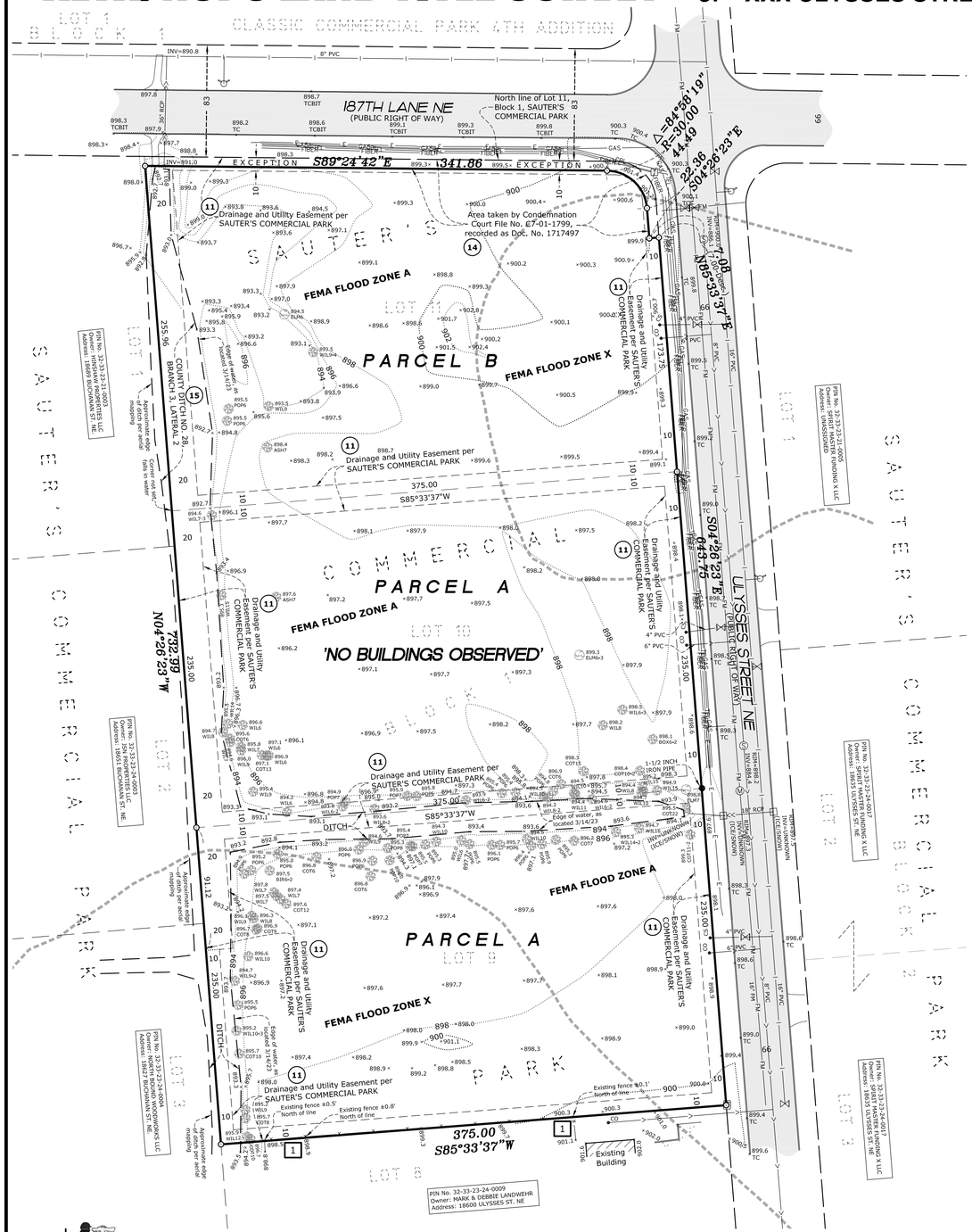
DESIGNING EARTH CONTRACTING NEW OFFICE/SHOP
EAST BETHEL, MINNESOTA

SHEET NUMBER
C0.0

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ALTA/NSPS LAND TITLE SURVEY

~for~ JSN PROPERTIES, LLC
~of~ XXX ULYSSES STREET NE, EAST BETHEL, MINNESOTA



CERTIFICATION

I hereby certify to JSN Properties, LLC, a Minnesota limited liability company and to Land Title, Inc. that this is a survey of:

Parcel A:

Lots 9 and 10, Block 1, Sauter's Commercial Park, Anoka County, Minnesota.

Parcel B:

Lot 11, Block 1, Sauter's Commercial Park, Except that part of Lot 11, Block 1, Sauter's Commercial Park, Anoka County, Minnesota, lying northerly, northeasterly, and easterly of the following described line: Beginning at the Northwest corner of said Lot 11; thence southerly, along the west line of said Lot 11, a distance of 7.03 feet; thence easterly, parallel with the north line of said Lot 11, a distance of 341.86 feet; thence southeasterly along a tangential curve concave th the southwest, having a radius of 30.00 feet, a central angle of 84 degrees 58 minutes 19 seconds, for a distance of 44.49 feet; thence southeasterly, tangent to said curve, a distance of 22.36 feet; thence easterly, defglecting to the left 90 degrees 00 minutes 00 seconds, a distance of 7.00 feet to the east line of said Lot 11, and said line there terminating, Anoka County, Minnesota.

Abstract Property

and is based upon information found in Title Commitment No. 674609, Revision Number 2, dated March 6, 2023 at 7:00 AM, prepared by Land Title, Inc., as issuing agent for First American Title Insurance Company, and that all easements, if any, listed in Schedule B-II on the herein referenced commitment for title insurance, are shown hereon; and that this map or plat and the survey on which it is based were made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2021, and (ii) pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that in my professional opinion, as a land surveyor licensed in the State of Minnesota, the Relative Positional Accuracy of this survey does not exceed that which is specified therein and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 8, 9, 11(a), 11(b), and 13 of Table A thereof. The field work was completed on March 15, 2023.

I further certify that this survey 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.

Date: 3/20/2023

E.G. Rud & Sons, Inc.

Kevin C. McCain, Land Surveyor
Minnesota License No. 58542

GENERAL NOTES

1. Fee ownership is vested in Muller Family Theatres (Lots 9 and 10) and Mark and Debbie Landwehr (Lot 11).

   Parcel ID Numbers: 32-33-23-24-0010, 32-33-23-24-0011, & 32-33-23-21-0004.

2. Per Anoka County Tax Records, the surveyed properties' addresses are unassigned.

3. Bearings shown hereon are based on the Anoka County Coordinate System.

4. Surveyed premises shown on this survey map is in Flood Zone X (Area of Minimal Flood Hazard) and Flood Zone A (Special Flood Hazard Areas) according to Flood Insurance Rate Map Number 27003C0215E by the Federal Emergency Management Agency, effective date December 16, 2015.

5. Boundary area of the surveyed premises: ±265,540 sq. ft. (±6.10 acres).

6. The surveyed premises has access to 187th Lane NE and Ulysses Street NE, both public streets.

7. No zoning endorsement letter was provided to the surveyor at the time of the survey, however, a search of the City of East Bethel's website indicates the surveyed property is currently zoned I (Light Industrial). Under the applicable zoning regulations, the current Light Industrial setbacks are:

Front:	Side Yard——10 Feet
Local/Collector Street——40 Feet	(or 60 feet if abutting a residential district)
Arterial Street——50 Feet	Rear Yard——10 Feet
State/County Street——100 Feet	(or 60 feet if abutting a residential district)

   For additional information contact the Community Development Department at the City of East Bethel at (763) 367-7864.

8. No buildings were observed on the parcel at the time of the survey.

9. No identifiable parking stalls were observed on the parcel at the time of the survey.

10. Above ground utilities have been field located as shown. Underground utilities shown hereon are those which were field marked by utility companies responding to Gopher State One Call, Ticket No. 230680058, dated 3/15/2023 or were taken from utility plans provided by the City of East Bethel. All underground locations shown hereon are APPROXIMATE. Prior to any excavations or digging, contact Gopher State One Call for an on-site location (651-454-0002). However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, Gopher State One Call locate and other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

11. Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed premises.

12. Title Commitment No. 674609, Revision Number 2, dated March 6, 2023 at 7:00 AM, prepared by Land Title, Inc., as Issuing agent for First American Title Insurance Company, Schedule B, Part II Survey Related Exceptions:

(11) Item #11 - Drainage and utility easements as shown on the recorded plat.
[SURVEYOR'S NOTE: As shown hereon.]

Item #12 - Mortgage executed by Mark Landwehr and Debbie Landwehr, husband and wife, dated September 29, 2006, filed October 2, 2006 as Document Number 1987952.024 in the amount of $150,000, in favor of 21st Century Bank and Extension of Mortgage filed June 15, 2009 as Document Number 2008116.002, Document Number 2018421.004, filed October 29, 2010 and Document Number 2057975.006, filed May 8, 2013. (Lot 11 and additional property)
[SURVEYOR'S NOTE: Said documents are not survey related and not shown hereon.]

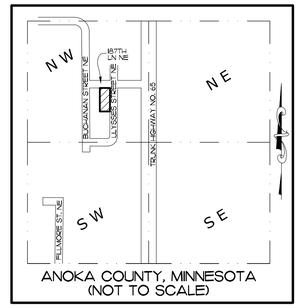
Item #13 - Combination Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement executed by Mark Landwehr and Debbie Landwehr, husband and wife, dated June 29, 2009, filed July 2, 2009 as Document Number 2008562.007 in the amount of $85,000.00, in favor of 21st Century Bank. (Lot 11 and additional property)
[SURVEYOR'S NOTE: Said documents are not survey related and not shown hereon.]

(14) Item #14 - Condemnation Court File No. C7-01-1799. Order in favor of City of East Bethel dated June 20, 2001, filed October 10, 2002 as Document Number 1717497. (as to taking of part of Lot 11)
[SURVEYOR'S NOTE: Said document takes part of Lot 11 in fee simple absolute. The parcel description contained in the above listed title commitment does not reflect this taking. The boundary, as depicted hereon, does reflect the taking per the above document. Said document affects the surveyed property and is shown hereon.]

(15) Item #15 - Subject to County Ditch No. 28, Branch 3, Lateral 2 as shown on available maps.
[SURVEYOR'S NOTE: As shown hereon.]

VICINITY MAP

SEC. 32, TWP. 33, RNG. 23



ANOKA COUNTY, MINNESOTA
(NOT TO SCALE)

POSSIBLE ENCROACHMENTS

(1) 1. Existing fence crosses the southerly boundary line without the benefit of an easement.

LEGEND

- ● DENOTES IRON MONUMENT FOUND AS LABELED
- ○ DENOTES IRON MONUMENT SET, MARKED RLS# 58542
- □ DENOTES CATCH BASIN
- ⊡ DENOTES CABLE PEDESTAL
- •CO DENOTES CLEAN OUT
- •CS DENOTES CURB STOP
- X 952.3 DENOTES EXISTING SPOT ELEVATION
- DENOTES HYDRANT
- Ⓜ DENOTES MISCELLANEOUS MANHOLE
- Ⓢ DENOTES SANITARY SEWER MANHOLE
- Ⓣ DENOTES TELEPHONE PEDESTAL
- ▣ DENOTES UTILITY BOX
- ⋈ DENOTES WATER VALVE
- (7.00-Desc.) DENOTES RECORD DIMENSION PER DOC. #1717497
- ——x——x—— DENOTES FENCE
- DENOTES EXISTING CONTOURS
- ——>——>—— DENOTES EXISTING SANITARY SEWER
- ——>>——>>—— DENOTES EXISTING STORM SEWER
- ——I——I—— DENOTES EXISTING WATER MAIN
- ——E——E—— DENOTES UNDERGROUND ELECTRIC LINE
- ——GAS——GAS—— DENOTES UNDERGROUND GAS LINE
- ——CBL——CBL—— DENOTES UNDERGROUND CABLE LINE
- ——TEL——TEL—— DENOTES UNDERGROUND TELEPHONE LINE
- ——FIBER——FIBER—— DENOTES UNDERGROUND FIBER OPTIC LINE
- DENOTES FLOOD ZONE LINE PER FEMA
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- PIN No. 17-119-22-14-0008 Owner: City of X Address: Unassigned — DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)

TREE DETAIL

- 800 28 DAVID — DENOTES ELEVATION / DENOTES TREE QUANTITY / DENOTES TREE SIZE IN INCHES / DENOTES TREE TYPE

BENCHMARK

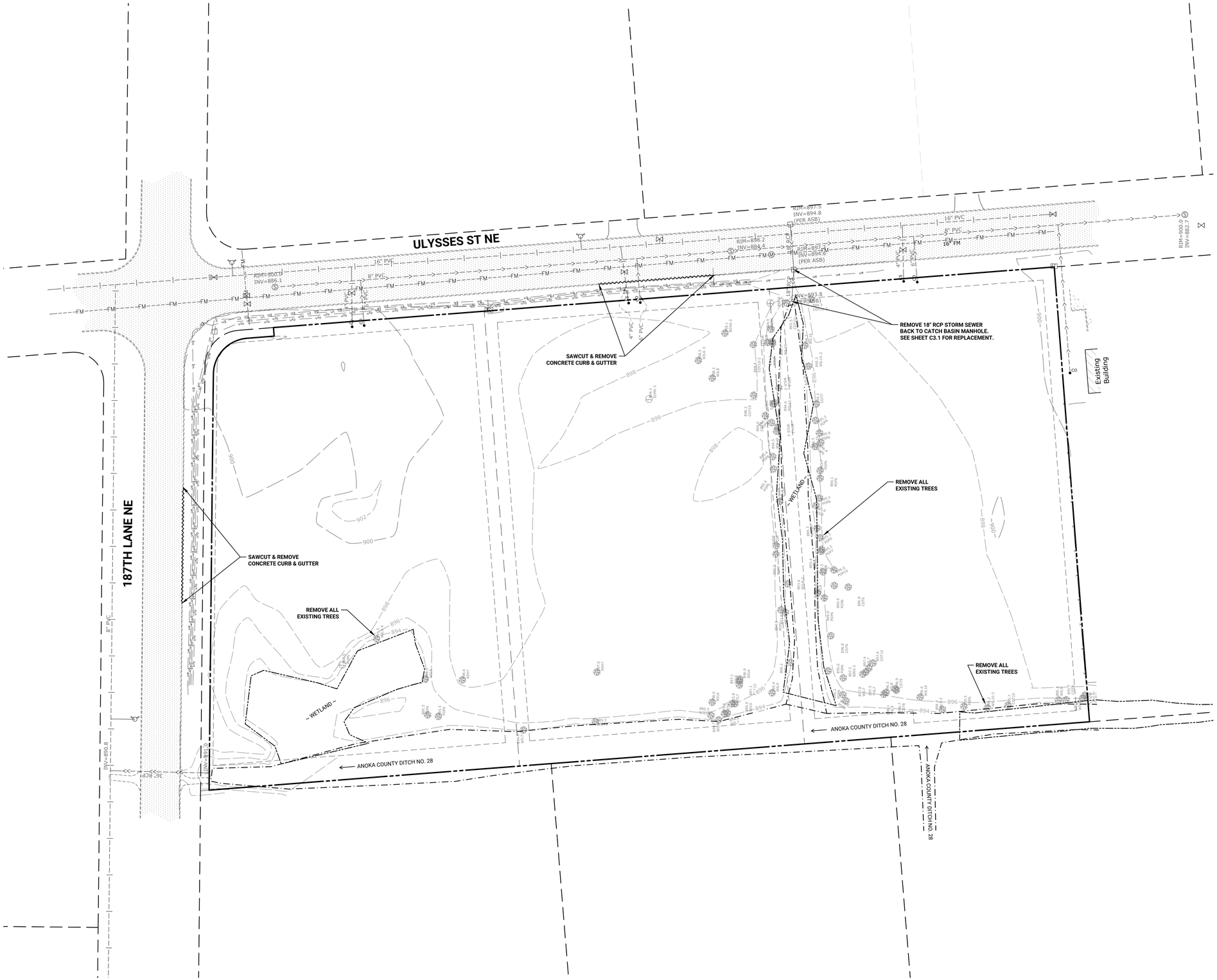
MINNESOTA DEPARTMENT OF TRANSPORTATION
GSID STATION #769 (NAME: DENN MNDT)
ELEVATION: 899.19 (NAVD 88)

GRAPHIC SCALE
50 0 25 50 100
1 INCH = 50 FEET

DRAWN BY: KCM	JOB NO: 230122AB	DATE: 3/20/23
CHECK BY: KCM	FIELD CREW: DT/CT	

NO.	DATE	DESCRIPTION	BY
1	4/05/23	REVISED TITLE COMMITMENT	KCM
2	5/18/23	PARCEL AREA	KCM
3			

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



LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		BITUMINOUS PAVEMENT
		CONCRETE PAVEMENT
	AS NOTED	CURB LINE
		STORM SEWER
		SANITARY SEWER
		WATER MAIN
FM		SANITARY FORCEMAIN
ue		UNDERGROUND ELECTRIC
ug		UNDERGROUND GAS
ut		UNDERGROUND TELEPHONE
ufo		UNDERGROUND FIBER OPTIC
		WETLAND
		EDGE OF WATER
SEE SURVEY		STORM CATCH BASIN
SEE SURVEY		STORM MANHOLE
SEE SURVEY		STORM FLARED END SECTION
SEE SURVEY		HYDRANT
SEE SURVEY		GATE VALVE
SEE SURVEY		OTHER SYMBOLS
900		10' CONTOUR
898		2' CONTOUR

BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
GSID STATION #769 (NAME: DENN MNDT)

ELEVATION: 899.19 (NAVD 88)

REMOVAL PLAN NOTES

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION, DEPTH AND TYPES OF EXISTING UTILITIES AND TO NOTIFY THE OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES, APPURTENANCES AND STRUCTURES NOT INDICATED FOR REMOVAL. DAMAGE CAUSED BY DEMOLITION OPERATIONS SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
3. CONTRACTOR TO REMOVE/RELOCATE EXISTING PRIVATE UTILITIES AS NECESSARY. THE CONTRACTOR SHALL COORDINATE THESE ACTIVITIES WITH THE UTILITY COMPANIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL THE REMOVALS SHOWN ON THE PLANS AND SHALL CONFORM/ADHERE TO ALL GOVERNING STATE AND LOCAL REGULATIONS. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL SAWCUTS SHALL BE FULL-DEPTH CUTS.
6. ALL WORK WITHIN THE ADJACENT STREET RIGHTS OF WAY MUST BE COORDINATED WITH AND APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT.

EXISTING CONDITIONS NOTES

1. EXISTING CONDITIONS BASED ON ALTA/NSPS LAND TITLE SURVEY PREPARED BY E.G. RUD & SONS, INC. DATED 3/20/23.

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< SCALE IN FEET >

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NAME: JOSEPH T RADACH PE

SIGNATURE:

DATE: 05/26/23 LIC #: 45889

REVISIONS	ISSUE DATE: 05/26/23	BY: JTR
1.		
2.		
3.		
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6.		
7.		

OWNER
DESIGNING EARTH CONTRACTING
18651 BUCHANAN STREET NE
EAST BETHEL, MN 55011

EXISTING CONDITIONS & REMOVALS PLAN

DESIGNING EARTH CONTRACTING NEW OFFICE/SHOP
EAST BETHEL, MINNESOTA

SHEET NUMBER
C1.1

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SITE DATA

EXISTING ZONING:	LIGHT INDUSTRIAL
PROPOSED ZONING:	LIGHT INDUSTRIAL
TOTAL PARCEL AREA:	265,539 SF
LOT 9:	88,124 SF
LOT 10:	88,124 SF
LOT 11:	89,291 SF
LOT 10 & 11:	177,415 SF
IMPERVIOUS AREA:	
PROPOSED BUILDING:	15,495 SF 9%
PAVEMENTS:	95,338 SF 54%
TOTAL:	110,833 SF 63%
PERVIOUS AREA:	66,582 SF 37%
LOT 9:	88,124 SF
IMPERVIOUS AREA:	
PROPOSED BUILDING:	11,475 SF 13%
PAVEMENTS:	41,814 SF 47%
TOTAL:	53,289 SF 60%
PERVIOUS AREA:	34,835 SF 40%

PARKING SUMMARY

PARKING REQUIRED

OFFICE - 7,500 SF	
1 SPACE PER 200 SF	38
WAREHOUSE - 11,500 SF	
1 SPACE PER 1,700 SF	7
TOTAL STALLS:	45

PARKING PROVIDED

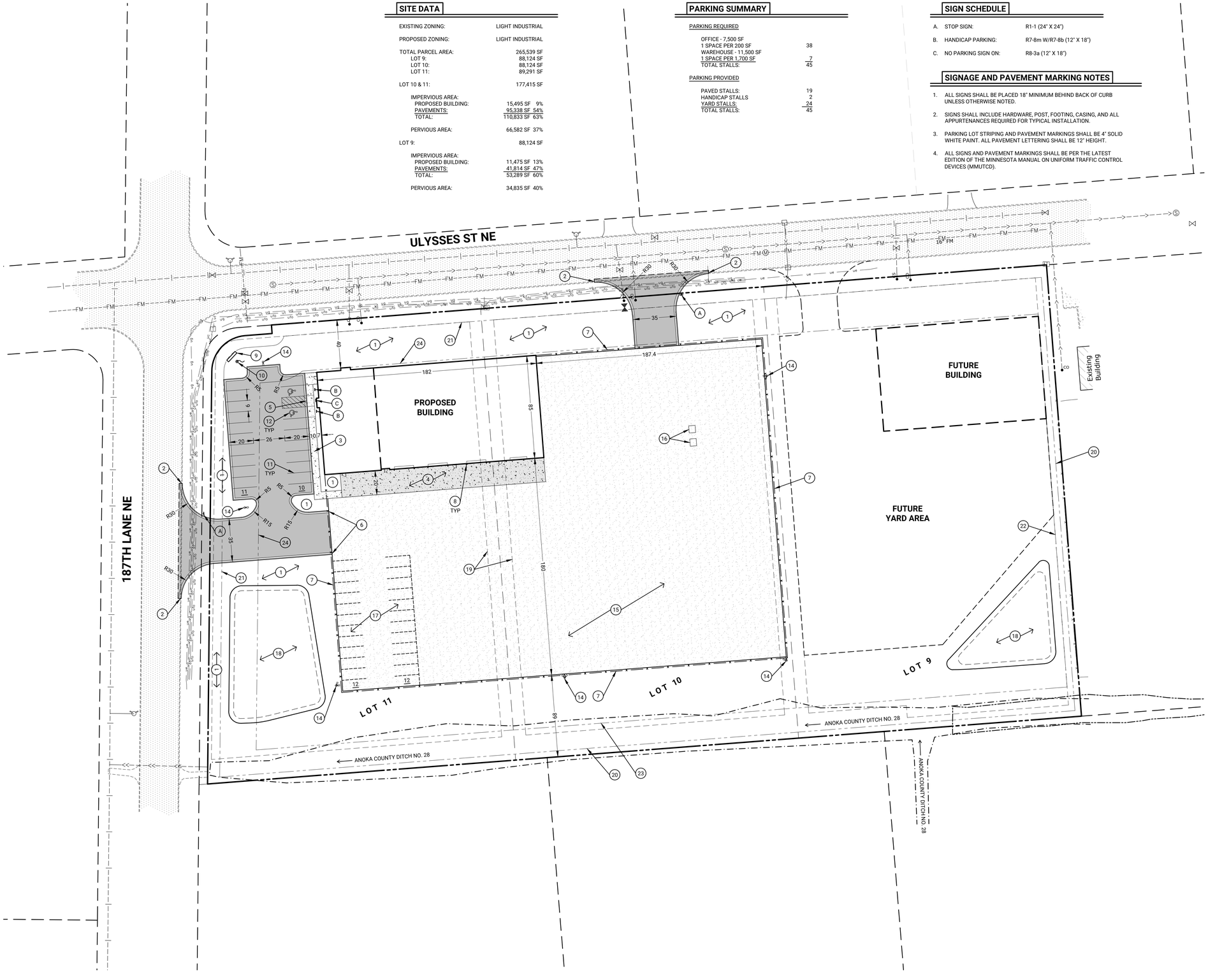
PAVED STALLS:	19
HANDICAP STALLS	2
YARD STALLS:	24
TOTAL STALLS:	45

SIGN SCHEDULE

A.	STOP SIGN:	R1-1 (24" X 24")
B.	HANDICAP PARKING:	R7-8m W/R7-8b (12" X 18")
C.	NO PARKING SIGN ON:	R8-3a (12" X 18")

SIGNAGE AND PAVEMENT MARKING NOTES

1. ALL SIGNS SHALL BE PLACED 18" MINIMUM BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
2. SIGNS SHALL INCLUDE HARDWARE, POST, FOOTING, CASING, AND ALL APPURTENANCES REQUIRED FOR TYPICAL INSTALLATION.
3. PARKING LOT STRIPING AND PAVEMENT MARKINGS SHALL BE 4" SOLID WHITE PAINT. ALL PAVEMENT LETTERING SHALL BE 12' HEIGHT.
4. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE PER THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).



LEGEND

EXISTING	PROPOSED
	PROPERTY LINE
	EASEMENT LINE
	BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	GRAVEL
	CURB LINE
SEE SURVEY	STORM SEWER
SEE SURVEY	SANITARY SEWER
SEE SURVEY	WATER MAIN
SEE SURVEY	SANITARY FORCEMAIN
SEE SURVEY	UNDERGROUND ELECTRIC
SEE SURVEY	UNDERGROUND GAS
SEE SURVEY	UNDERGROUND TELEPHONE
SEE SURVEY	UNDERGROUND FIBER OPTIC
	WETLAND
	EDGE OF WATER
SEE SURVEY	STORM CATCH BASIN
SEE SURVEY	STORM MANHOLE
SEE SURVEY	STORM FLARED END SECTION
SEE SURVEY	HYDRANT
SEE SURVEY	GATE VALVE
SEE SURVEY	OTHER SYMBOLS

BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
GSID STATION #769 (NAME: DENN MNDT)

ELEVATION: 899.19 (NAVD 88)

SITE PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
3. ALL PEDESTRIAN RAMPS SHALL MEET CURRENT ADA STANDARDS.
4. UNLESS OTHERWISE SHOWN IN THE PLANS, CONTRACTOR SHALL PROVIDE CONTROL JOINTS AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS, AND DRIVES PER THE FOLLOWING REQUIREMENTS:

CONTROL JOINTS: WALKS @ 8' SPACING
OTHERS @ 10' SPACING

SAWCUT CONTROL JOINTS MINIMUM ¼ CONCRETE THICKNESS.

EXPANSION JOINTS: WALKS @ 24' SPACING
OTHERS @ 40' SPACING

PROVIDE EXPANSION JOINT AT ALL POINTS WHERE A CHANGE IN PAVEMENT THICKNESS OCCURS AND WHERE NEW PAVEMENT WILL MATCH EXISTING PAVEMENT.

DOWEL ALL EXPANSION JOINTS AT 24" SPACING MAX.

KEYNOTES

1. LANDSCAPE AREA. SEE LANDSCAPE PLAN.
2. MATCH EXISTING CURB/SIDEWALK/PAVEMENT.
3. CONCRETE WALK.
4. CONCRETE APRON.
5. PEDESTRIAN CURB RAMP.
6. 3 FT. TAPER OUT CURB.
7. 6' SLATTED BLACK VINYL COATED CHAIN-LINK FENCE. GATES PER OWNER.
8. 6" CONCRETE FILLED PIPE BOLLARD.
9. MONUMENT SIGN.
10. FLAG POLE.
11. 4" SOLID WHITE LINE.
12. SOLID WHITE PAVEMENT MARKING.
13. TRANSFORM PAD. FINAL LOCATION TO BE CONFIRMED BY CONTRACTOR AND ELECTRIC PROVIDER. TBD.
14. LIGHT POLE AND BASE.
15. OUTSIDE STORAGE AREA.
16. 1,000 GALLON DIESEL TANK WITH SECONDARY CONTAINMENT.
17. PROOF OF PARKING STALLS.
18. WET SEDIMENTATION BASIN.
19. EXISTING DRAINAGE & UTILITY EASEMENT TO BE VACATED.
20. 5' PARKING SETBACK LINE.
21. 10' PARKING SETBACK LINE.
22. 10' BUILDING SETBACK LINE.
23. 25' BUILDING SETBACK LINE.
24. 40' BUILDING SETBACK LINE.

N

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< SCALE IN FEET >

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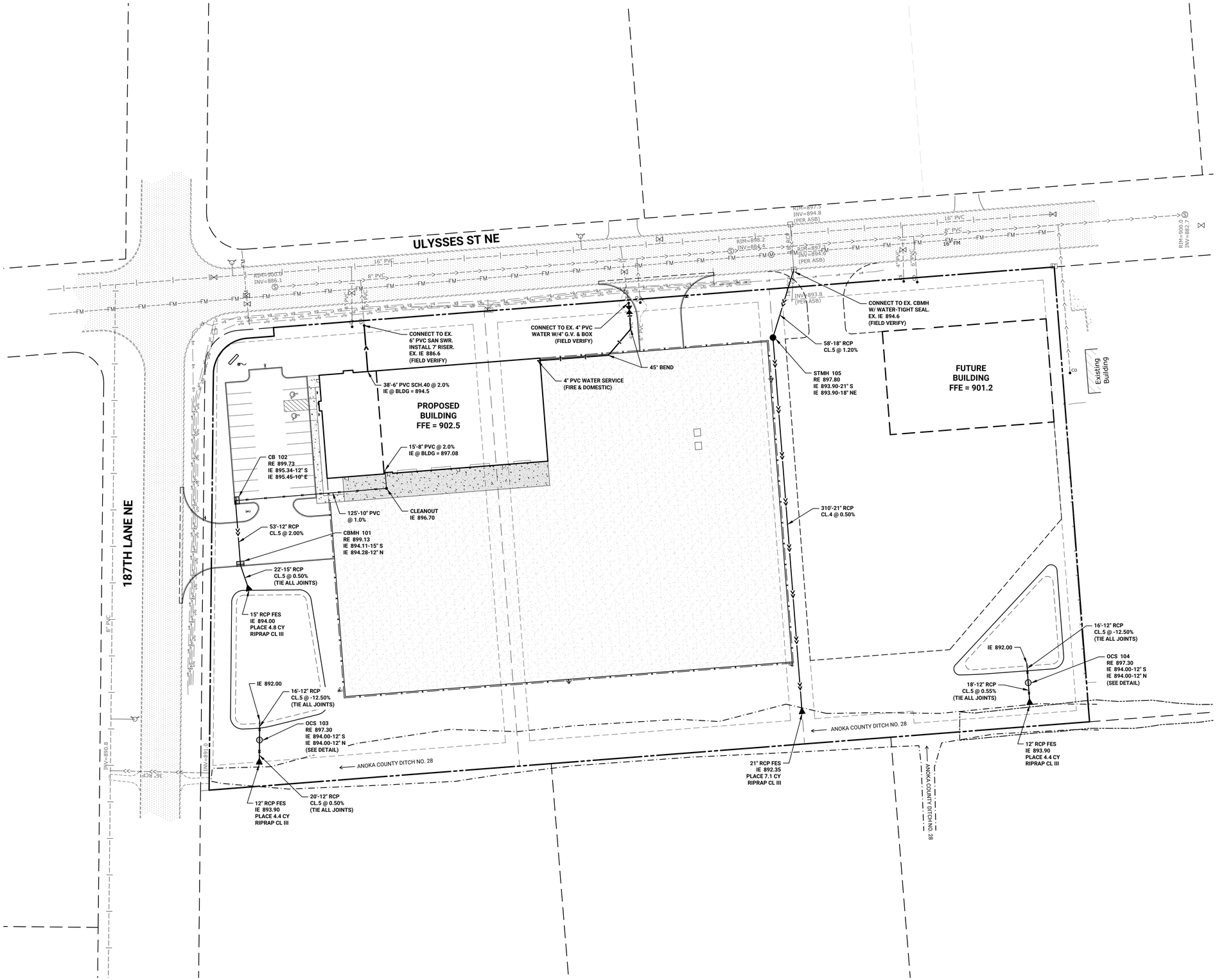
OWNER
DESIGNING EARTH CONTRACTING
18651 BUCHANAN STREET NE
EAST BETHEL, MN 55011

SITE PLAN

DESIGNING EARTH CONTRACTING
NEW OFFICE/SHOP
EAST BETHEL, MINNESOTA

SHEET NUMBER
C2.1

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LEGEND

EXISTING	PROPOSED	
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		EASEMENT LINE
		BITUMINOUS PAVEMENT
		CONCRETE PAVEMENT
		GRAVEL
		CURB LINE
		STORM SEWER
		SANITARY SEWER
		WATER MAIN
FM		SANITARY FORCEMAIN
ue		UNDERGROUND ELECTRIC
ug		UNDERGROUND GAS
ut		UNDERGROUND TELEPHONE
ufo		UNDERGROUND FIBER OPTIC
		WETLAND
		EDGE OF WATER
SEE SURVEY		STORM CATCH BASIN
SEE SURVEY		STORM MANHOLE
SEE SURVEY		STORM FLARED END SECTION
SEE SURVEY		HYDRANT
SEE SURVEY		GATE VALVE
SEE SURVEY		OTHER SYMBOLS

BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
GSID STATION #769 (NAME: DENN MNDT)

ELEVATION: 899.19 (NAVD 88)

UTILITY PLAN NOTES

1. SANITARY SEWER, WATER MAIN, AND STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CITY'S STANDARD DETAIL SPECIFICATIONS, CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS, AND THE MINNESOTA PLUMBING CODE.
2. A MINIMUM OF 7.5 FEET OF COVER SHALL BE REQUIRED FOR ALL WATER MAIN AND FORCEMAIN.
3. FIRE HYDRANTS AND GATE VALVES SHALL BE IN ACCORDANCE WITH THE CITY'S REQUIREMENTS.
4. A MINIMUM OF 2.0 FEET OF VERTICAL SEPARATION SHALL BE REQUIRED FOR ALL UTILITY CROSSINGS.
5. ALL WATER MAIN WORK AND TESTING SHALL BE COORDINATED WITH THE CITY'S PUBLIC WORKS DEPARTMENT.
6. ALL WATER MAIN MUST HAVE A CONDUCTIVITY TEST, HYDROSTATIC TEST, AND BACTERIA TEST BEFORE THE PROJECT IS COMPLETE AND TURNED ON.
7. FINAL BUILDING UTILITY SERVICES AND DOWNSPOUT LOCATIONS SHALL BE VERIFIED WITH ARCHITECTURAL AND PLUMBING PLANS.
8. LOCATING WIRES SHALL BE INSTALLED ON ALL NON-CONDUCTIVE STORM SEWER, SANITARY SEWER, AND WATER LINES IN ACCORDANCE WITH THE MINNESOTA RURAL WATER ASSOCIATION (MRWA) TRACE WIRE SPECIFICATION GUIDE AND DETAILS.
9. INSTALL METER BOX FRAME AND SOLID LID (NEENAH R-1914-A, OR APPROVED EQUAL) OVER ALL CLEANOUTS.

KEYNOTES

1. ELECTRIC SERVICE AND METER LOCATION (TBD).
2. GAS SERVICE AND METER LOCATION (TBD).
3. TELEPHONE/DATA SERVICE LOCATION (TBD).

STORM SEWER SCHEDULE

STRUCTURE NO.	SIZE	NEENAH CASTING OR EQUAL
CBMH 101	48" DIAMETER	R-3067-V
CB 102	24" X 36"	R-3067-VB
OCS 103	48" DIAMETER	SEE DETAIL
OCS 104	48" DIAMETER	SEE DETAIL
STMH 105	48" DIAMETER	R-1733

N

0 20 40 80

< SCALE IN FEET >

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NAME: JOSEPH T RADACH PE

SIGNATURE:

DATE: 05/26/23 LIC #: 45889

REVISIONS	ISSUE DATE: 05/26/23	BY: JTR
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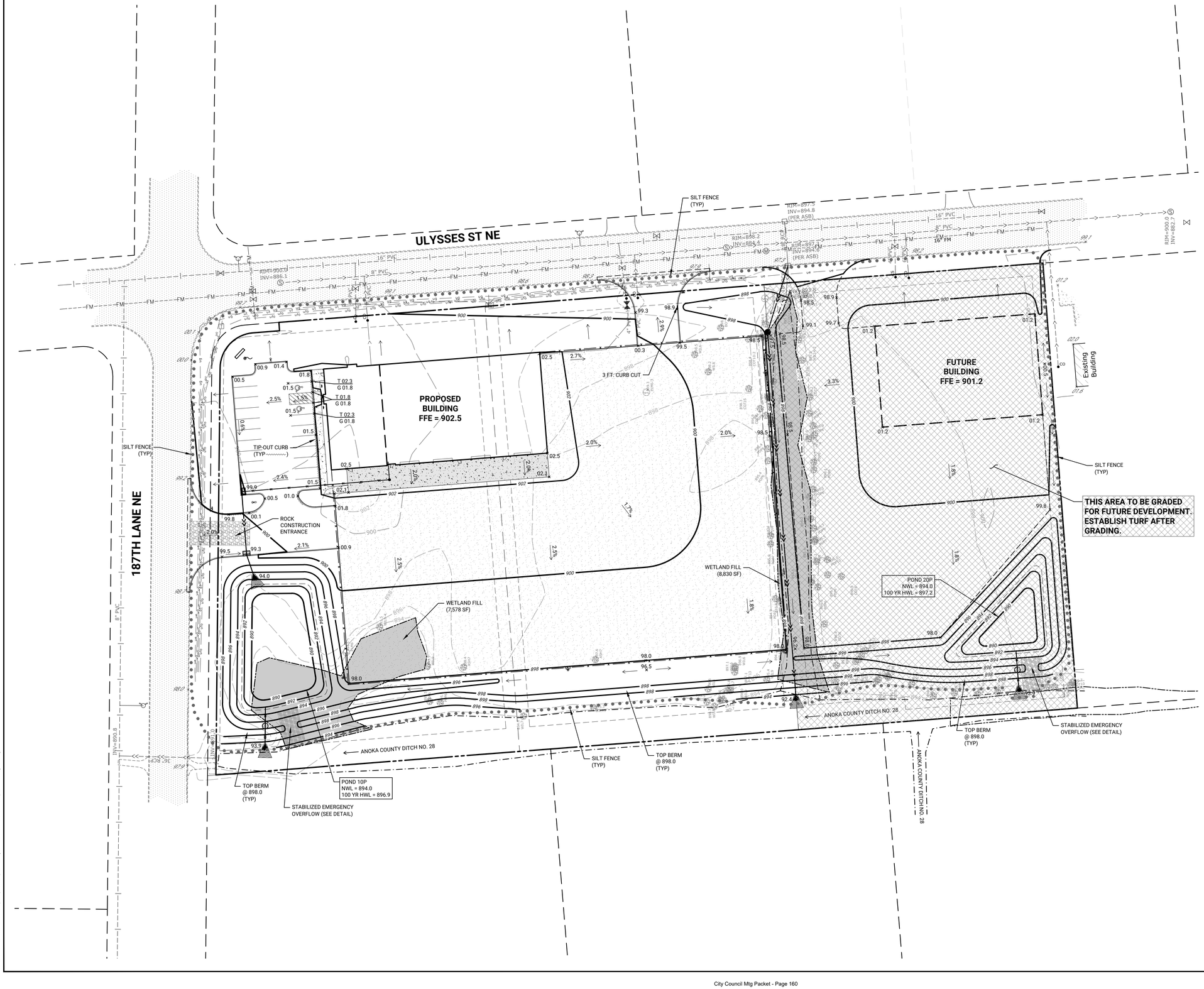
OWNER
DESIGNING EARTH CONTRACTING
19651 BUCHANAN STREET NE
EAST BETHEL, MN 55011

UTILITY PLAN

DESIGNING EARTH CONTRACTING
NEW OFFICE/SHOP
EAST BETHEL, MINNESOTA

SHEET NUMBER
C3.1

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LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		BITUMINOUS PAVEMENT
		CONCRETE PAVEMENT
		GRAVEL
		CURB LINE
		STORM SEWER
		SANITARY SEWER
		WATER MAIN
FM		SANITARY FORCEMAIN
ue		UNDERGROUND ELECTRIC
ug		UNDERGROUND GAS
ut		UNDERGROUND TELEPHONE
ufo		UNDERGROUND FIBER OPTIC
		WETLAND
		EDGE OF WATER
SEE SURVEY		STORM CATCH BASIN
SEE SURVEY		STORM MANHOLE
SEE SURVEY		STORM FLARED END SECTION
SEE SURVEY		HYDRANT
SEE SURVEY		GATE VALVE
SEE SURVEY		OTHER SYMBOLS
900	900	10' CONTOUR
898	898	2' CONTOUR
57.1	57.1	SPOT ELEVATION (CURB ELEVATIONS ARE TO GUTTER LINE)
		SILT FENCE
		BIO ROLL
		RIPRAP

BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
GSID STATION #769 (NAME: DENN MNDT)

ELEVATION: 899.19 (NAVD 88)

GOVERNING SPECIFICATIONS

1. THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE CITY OF EAST BETHEL SPECIFICATIONS.
2. THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).
3. THE LATEST EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS.

GRADING NOTES

1. VEHICLE TRACKING REDUCTION DEVICE, SILT FENCE, AND EXISTING CATCH BASIN INLET PROTECTION SHALL BE INSTALLED PRIOR TO GRADING CONSTRUCTION, AND SHALL BE MAINTAINED UNTIL THE SITE HAS BEEN STABILIZED.
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO THE START OF GRADING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
3. CONTRACTOR SHALL STRIP, STOCKPILE AND RESPREAD SUFFICIENT TOPSOIL TO PROVIDE A MINIMUM OF 6" OF TOPSOIL OVER ALL DISTURBED AREAS THAT WILL BE SODDED, SEEDED OR LANDSCAPED.
4. ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 7 CALENDARS DAYS AFTER LAND-DISTURBING WORK HAS TEMPORARILY OR PERMANENTLY CEASED.
5. ALL SLOPES STEEPER THAN 3:1 SHALL HAVE MNDOT CAT.1 EROSION CONTROL BLANKET AND SEED, OR APPROVED EQUAL.
6. STOCKPILES SHALL BE STABILIZED WITHIN 7 DAYS OF ROUGH GRADING OR INACTIVITY.

WETLAND SUMMARY

WETLAND IMPACT: 16,408 SF

N

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NAME: JOSEPH T RADACH PE

SIGNATURE:

DATE: 05/26/23 LIC #: 45889

REVISIONS	ISSUE DATE: 05/26/23	BY: JTR
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OWNER
DESIGNING EARTH CONTRACTING
18651 BUCHANAN STREET NE
EAST BETHEL, MN 55011

GRADING AND DRAINAGE PLAN

DESIGNING EARTH CONTRACTING
NEW OFFICE/SHOP
EAST BETHEL, MINNESOTA

SHEET NUMBER
C4.1

05/26/23 c:\users\contour civil\dropbox\pc\desktop\contour_jobs\23007 - dec east bethel shop\cad\23007_grade.dwg

INSTALL SILT FENCE PERIMETER CONTROL

INSTALL INLET PROTECTION

INSTALL VEHICLE TRACKING PAD

INSTALL SILT FENCE PERIMETER CONTROL

PROTECT EXISTING DITCH DURING CONSTRUCTION

INSTALL SILT FENCE PERIMETER CONTROL

INSTALL SILT FENCE PERIMETER CONTROL

Existing Building

RIM=897.6
INV=894.8
(PER ASB)

RIM=897.2
INV=894.6
(PER ASB)

RIM=898.2
INV=884.5

RIM=900.0
INV=886.1

RIM=900.0
INV=882.7

INV=893.8
(PER ASB)

INV=890.8

INV=890.8

LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		BITUMINOUS PAVEMENT
		CONCRETE PAVEMENT
		GRAVEL
		CURB LINE
		STORM SEWER
		SANITARY SEWER
		WATER MAIN
FM		SANITARY FORCEMAIN
ue		UNDERGROUND ELECTRIC
ug		UNDERGROUND GAS
ut		UNDERGROUND TELEPHONE
ufo		UNDERGROUND FIBER OPTIC
		WETLAND
		EDGE OF WATER
SEE SURVEY		STORM CATCH BASIN
SEE SURVEY		STORM MANHOLE
SEE SURVEY		STORM FLARED END SECTION
SEE SURVEY		HYDRANT
SEE SURVEY		GATE VALVE
SEE SURVEY		OTHER SYMBOLS
900	900	10' CONTOUR
898	898	2' CONTOUR
57.1	57.1	SPOT ELEVATION (CURB ELEVATIONS ARE TO GUTTER LINE)
		SILT FENCE
		BIO ROLL
		RIPRAP

BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
GSID STATION #769 (NAME: DENN MNDT)

ELEVATION: 899.19 (NAVD 88)

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NAME: JOSEPH T RADACH PE

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REVISIONS		
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ISSUE DATE: 05/26/23

BY: JTR

OWNER

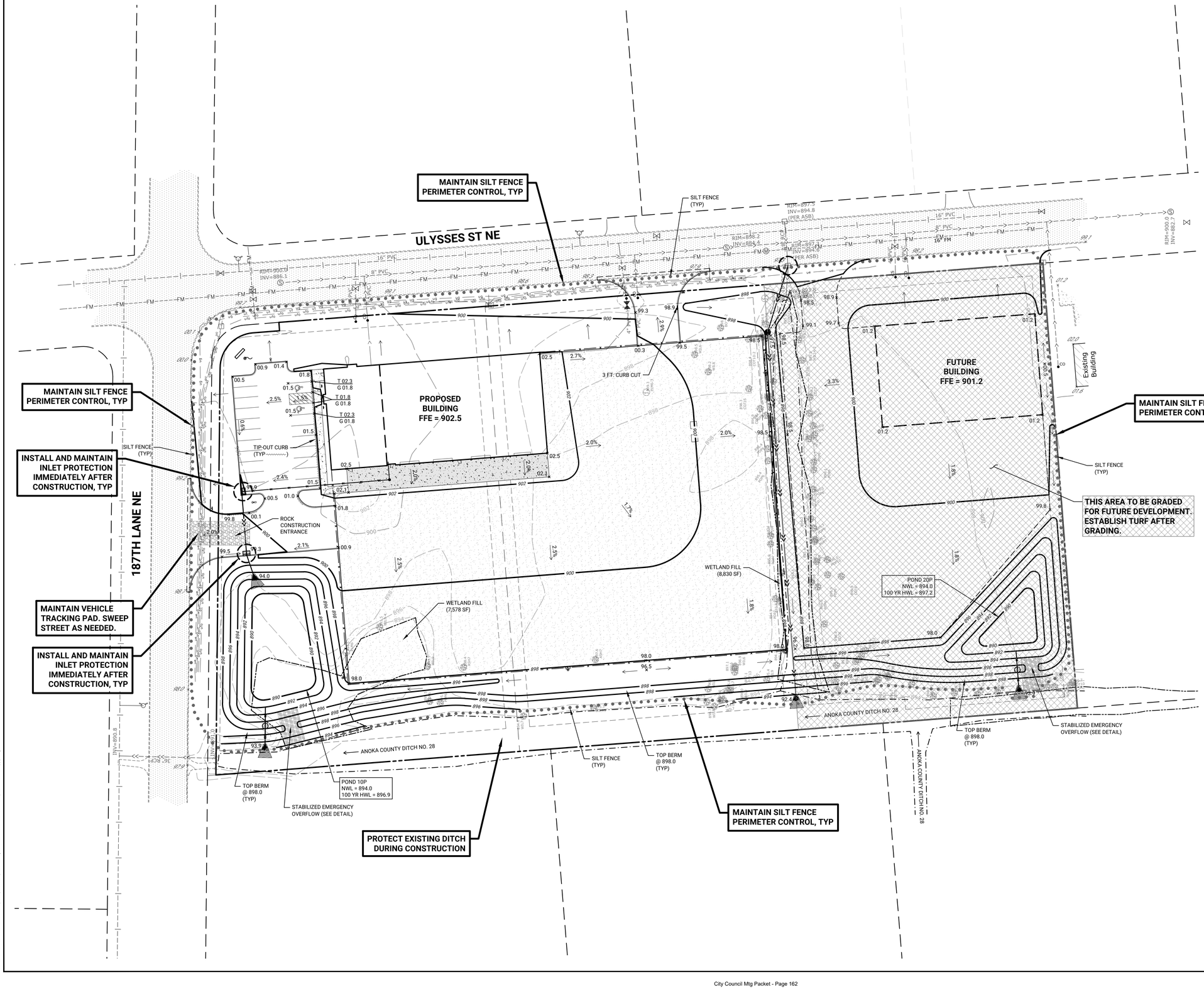
DESIGNING EARTH CONTRACTING
18651 BUCHANAN STREET NE
EAST BETHEL, MN 55011

EROSION CONTROL PLAN PHASE I

DESIGNING EARTH CONTRACTING NEW OFFICE/SHOP
EAST BETHEL, MINNESOTA

SHEET NUMBER
C5.1

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LEGEND

EXISTING	PROPOSED
	PROPERTY LINE
	EASEMENT LINE
	BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	GRAVEL
	CURB LINE
	STORM SEWER
	SANITARY SEWER
	WATER MAIN
FM	SANITARY FORCEMAIN
ue	UNDERGROUND ELECTRIC
ug	UNDERGROUND GAS
ut	UNDERGROUND TELEPHONE
ufo	UNDERGROUND FIBER OPTIC
	WETLAND
	EDGE OF WATER
SEE SURVEY	STORM CATCH BASIN
SEE SURVEY	STORM MANHOLE
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BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
GSID STATION #769 (NAME: DENN MNDT)

ELEVATION: 899.19 (NAVD 88)

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NAME: JOSEPH T RADACH PE

SIGNATURE:

DATE: 05/26/23 LIC #: 45889

REVISIONS	ISSUE DATE: 05/26/23	BY: JTR
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3.		
4.		
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6.		
7.		

OWNER
DESIGNING EARTH CONTRACTING
18651 BUCHANAN STREET NE
EAST BETHEL, MN 55011

EROSION CONTROL PLAN PHASE II

DESIGNING EARTH CONTRACTING NEW OFFICE/SHOP
EAST BETHEL, MINNESOTA

SHEET NUMBER
C5.2

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PROJECT INFORMATION

PROJECT NAME:	DESIGNING EARTH CONTRACTING NEW OFFICE/SHOP
STREET ADDRESS:	187TH LANE NE AND ULYSSES STREET NE
CITY:	EAST BETHEL
COUNTY:	ANOKA
STATE:	MINNESOTA
ZIP CODE:	55011
LAT/LONG:	45.3087, -93.2383
BOUNDARY AREA:	6.165 ACRES
EXISTING IMPERVIOUS:	0.000 ACRES
PROPOSED IMPERVIOUS:	3.768 ACRES
NET NEW IMPERVIOUS:	3.768 ACRES
DISTURBED AREA:	6.0 ACRES
OWNER:	DESIGNING EARTH CONTRACTING

RESPONSIBLE PARTIES

SWPPP DESIGN:	JOSEPH RADACH PE
TRAINING:	DESIGN OF CONSTRUCTION SWPPP, U OF MN (5/26 EXPIRATION)
SITE MANAGER:	_____
TRAINING:	_____
LONG TERM O&M:	DESIGNING EARTH CONTRACTING

SWPPP CONTENT

THE SWPPP CONTAINS ALL SHEETS WITHIN THE CONSTRUCTION PLAN SET AND INCLUDES THE STORMWATER MANAGEMENT PLAN, INCORPORATED HEREIN BY REFERENCE. IN DEVELOPING THIS SWPPP, THE TEMPORARY AND PERMANENT BMPS WERE DESIGNED BASED ON EXPECTED RAINFALLS OF 3 INCHES IN 24 HOURS DURING CONSTRUCTION, WITH EXTREME EVENTS RANGING FROM 5 TO 7 INCHES IN 24 HOURS.

EXISTING CONDITIONS

THE SITE IS LOCATED AT THE SOUTHWEST CORNER OF 187TH STREET NE AND ULYSSES STREET NE IN EAST BETHEL, ANOKA COUNTY, MINNESOTA. THE SITE IS BOUNDED ON THE NORTH BY 187TH STREET NE, ON THE EAST BY ULYSSES STREET NE, ON THE SOUTH BY EXISTING INDUSTRIAL LOTS, AND ON THE WEST BY ANOKA COUNTY DITCH (ACD) 28 AND EXISTING INDUSTRIAL LOTS. THE SITE IS CURRENTLY UNDEVELOPED GRASSLAND BUT WAS PREVIOUSLY GRADED AS PART OF A SAND MINING OPERATION.

THE SITE BOUNDARY CONSISTS OF 6.165 ACRES. THE DRAINAGE BOUNDARY BEING CONSIDERED FOR THE STORMWATER ANALYSIS IS 5.697 ACRES WHICH EXCLUDES THE DITCH RUNNING ON THE WEST EDGE OF THE SITE. THERE ARE NO EXISTING IMPERVIOUS SURFACES WITHIN THE SITE OR DRAINAGE BOUNDARY. THE SITE HAS A RELATIVELY FLAT TOPOGRAPHY, WITH ELEVATIONS RANGING FROM 902 IN THE NORTH CENTRAL PORTION OF THE SITE DOWN TO ABOUT 892 AT THE DITCH RUNNING ON THE WEST EDGE, WITH MOST OF THE SITE AT AN ELEVATION OF ABOUT 898. IN ADDITION TO ACD 28 RUNNING ALONG THE WEST EDGE OF THE SITE, THERE IS A STORMWATER CONVEYANCE DITCH THAT BISECTS THE SITE AND DRAINS STORMWATER FROM ULYSSES STREET NE THROUGH THE SITE FROM EAST TO WEST TO ACD 28. ALL STORMWATER FROM THE SITE DRAINS TO ACD 28.

PROPOSED CONDITIONS

DESIGNING EARTH CONTRACTING PLANS ON CONSTRUCTING A 15,500 SQUARE FOOT OFFICE/SHOP BUILDING WITH ASSOCIATED PARKING, DRIVE, AND STORAGE AREAS. DURING CONSTRUCTION, APPROXIMATELY 6 ACRES WILL BE DISTURBED. AFTER CONSTRUCTION, THE SITE WILL CONTAIN 3.768 ACRES OF IMPERVIOUS SURFACE, WHICH INCLUDES THE FUTURE EXPANSION ON THE SOUTH LOT.

STORM SEWER, DITCHING, AND OVERLAND DRAINAGE WILL BE USED TO COLLECT STORMWATER FROM THE SITE AND CONVEY IT TO TWO WET SEDIMENTATION PONDS FOR TREATMENT. A SMALL PORTION OF THE SITE WILL DRAIN DIRECTLY TO 187TH STREET NE AND ULYSSES STREET NE. THE WET SEDIMENTATION PONDS WILL DISCHARGE TO ACD 28. THE EXISTING CONVEYANCE DITCH BISECTING THE SITE FROM EAST TO WEST WILL BE REMOVED AND REPLACED WITH STORM SEWER PIPING.

SOIL INFORMATION

IN APRIL OF 2023, HAUGO GEOTECHNICAL SERVICES DRILL TEN BORINGS TO APPROXIMATE NEAR SURFACE SOILS. THE BORINGS SHOWED A TYPICAL SOIL PROFILE OF ONE TO TWO FEET OF TOPSOIL OVER POORLY GRADED SAND. THESE SOILS FALL WITHIN THE HYDROLOGIC SOIL GROUP "A". GROUNDWATER WAS OBSERVED IN EACH OF THE BORINGS AT A DEPTH OF FIVE FEET, CORRESPONDING TO GROUNDWATER LEVELS RANGING FROM 898.4 TO 900.4.

SITE CONTAMINATION

THE SITE OR ADJACENT SITES ARE NOT KNOWN TO BE CONTAMINATED. A REVIEW OF THE MPCA'S "WHAT'S IN MY NEIGHBOR" DID NOT SHOW ANY ONSITE OR NEARBY CONTAMINATION SOURCES.

STORMWATER RECEIVING WATERS

ALL STORMWATER WILL DRAIN TO ANOKA COUNTY DITCH 28, WHICH ULTIMATELY DRAINS TO CROOKED BROOK.

SPECIAL OR IMPAIRED WATERS

CROOKED IS LOCATED 3,000 FEET NORTH OF THE SITE AND IS LISTED AS AN IMPAIRED WATER WITH A CONSTRUCTION RELATED PARAMETER. ADDITIONAL BMPS ARE REQUIRED TO BE IMPLEMENTED AT THE SITE AND ARE AS FOLLOWS:

- PERMITTEES MUST IMMEDIATELY INITIATE STABILIZATION OF EXPOSED SOIL AREAS, INCLUDING SOIL STOCKPILES, AND COMPLETE THE STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE TEMPORARILY OR PERMANENTLY CEASES.
- PERMITTEES MUST PROVIDE A TEMPORARY SEDIMENT BASIN FOR COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH FIVE (5) OR MORE ACRES DISTURBED AT ONE TIME.
- PERMITTEES MUST INCLUDE AN UNDISTURBED BUFFER ZONE OF NOT LESS THAN 100 LINEAR FEET FROM A SPECIAL WATER (NOT INCLUDING TRIBUTARIES) AND MUST MAINTAIN THIS BUFFER ZONE AT ALL TIMES, BOTH DURING CONSTRUCTION AND AS A PERMANENT FEATURE POST CONSTRUCTION, EXCEPT WHERE A WATER CROSSING OR OTHER ENCROACHMENT IS NECESSARY TO COMPLETE THE PROJECT.

WETLAND CONSIDERATIONS

THERE ARE NO KNOWN WETLANDS ONSITE.

PERMANENT STORMWATER MANAGEMENT SYSTEM

THE MPCA CONSTRUCTION STORMWATER GENERAL PERMIT REQUIRES PERMITTEES TO DESIGN AND CONSTRUCT A PERMANENT STORMWATER TREATMENT SYSTEM TO TREAT THE WATER QUALITY VOLUME IF THE PROJECT'S ULTIMATE DEVELOPMENT REPLACES VEGETATION AND/OR OTHER PERVIOUS SURFACES CREATING A NET INCREASE OF ONE (1) OR MORE ACRES OF CUMULATIVE IMPERVIOUS SURFACE. PERMITTEES MUST CALCULATE THE WATER QUALITY VOLUME AS ONE (1) INCH TIMES THE NET INCREASE OF IMPERVIOUS SURFACES CREATED BY THE PROJECT. PERMITTEES MUST FIRST CONSIDER VOLUME REDUCTION PRACTICES ON-SITE (E.G. INFILTRATION OR OTHER) WHEN DESIGNING THE PERMANENT STORMWATER TREATMENT SYSTEM.

THE SITE HAS HIGH GROUNDWATER AND THEREFORE THE SITE IS CONSIDERED RESTRICTED AS IT RELATES TO INFILTRATION. AS SUCH, THE WATER QUALITY TREATMENT WILL BE PROVIDED BY WET SEDIMENTATION BASINS. THE PROPOSED PLAN OF DEVELOPMENT HAS A NET INCREASE OF IMPERVIOUS SURFACE OF 3.768 ACRES, WHICH REQUIRES A WATER QUALITY VOLUME OF 0.314 ACRE FEET.

THE MPCA CONSTRUCTION STORMWATER GENERAL PERMIT REQUIRES WET SEDIMENTATION BASINS TO BE DESIGNED BASED ON THE FOLLOWING PARAMETERS:

- PERMANENT POOL VOLUME OF 1,800 CUBIC FEET FOR EACH ACRE DRAINING TO THE BASIN
- PERMANENT POOL DEPTH OF AT LEAST 3 FEET AND NOT MORE THAN 10 FEET
- LIVE STORAGE FOR A WATER QUALITY VOLUME OF ONE INCH OF RUNOFF FROM THE NET INCREASE IN IMPERVIOUS SURFACE CREATED BY THE PROJECT
- WATER QUALITY VOLUME DISCHARGE AT NO MORE THAN 5.66 CFS PER ACRE OF SURFACE AREA OF THE BASIN
- DESIGN BASIN OUTLETS TO PREVENT SHORT-CIRCUITING AND THE DISCHARGE OF FLOATING DEBRIS
- PROVIDE A STABILIZED EMERGENCY OVERFLOW
- PROVIDE MAINTENANCE ACCESS
- LOCATE BASIN OUTSIDE OF SURFACE WATERS AND SPECIAL WATER BUFFER ZONES
- USE AN IMPERMEABLE LINER IF LOCATED WITHIN ACTIVE KARST TERRAIN

THE PROPOSED WET SEDIMENTATION BASINS MEET THE MINIMUM REQUIREMENTS LISTED ABOVE.

BMP IMPLEMENTATION SCHEDULE

PRIOR TO CONSTRUCTION, IMPLEMENT THE FOLLOWING BMPS:

- VEHICLE TRACKING PAD
- PERIMETER CONTROL
- STORM DRAIN INLET PROTECTION

DURING CONSTRUCTION, IMPLEMENT THE FOLLOWING BMPS:

- PHASED GRADING
- STREET SWEEPING
- STABILIZATION OF EXPOSED SOILS
- STABILIZATION OF DITCHES OR SWALES
- STOCKPILE PERIMETER CONTROL & STABILIZATION
- MINIMIZATION OF SOIL COMPACTION AND PRESERVATION OF TOPSOIL
- CONCRETE WASHOUT AREA
- STORM DRAIN INLET PROTECTION

EROSION AND SEDIMENT CONTROL ESTIMATED QUANTITIES

VEHICLE TRACKING PAD	1 EA
SILT FENCE	2,150 LF
INLET PROTECTION	12 EA
EROSION CONTROL BLANKET	AS NEEDED
TURF ESTABLISHMENT	2.2 AC

PERMIT REQUIREMENTS & SWPPP IMPLEMENTATION

THE FOLLOWING SECTIONS WERE TAKEN FROM THE MPCA CONSTRUCTION STORMWATER GENERAL PERMIT. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO FOLLOW ALL REQUIREMENTS OF THE MPCA CONSTRUCTION STORMWATER GENERAL PERMIT.

3.1 APPLICATION AND COVERAGE EFFECTIVE DATE. [MINN. R. 7090]

3.2 THE OWNER AND OPERATOR MUST SUBMIT A COMPLETE AND ACCURATE ON-LINE APPLICATION WITH THE APPROPRIATE FEE TO THE MPCA FOR EACH PROJECT THAT DISTURBS ONE (1) OR MORE ACRES OF LAND OR FOR A COMMON PLAN OF DEVELOPMENT OR SALE THAT WILL ULTIMATELY DISTURB ONE (1) OR MORE ACRES. [MINN. R. 7090]

3.3 FOR PROJECTS OR COMMON PLANS OF DEVELOPMENT OR SALE THAT DISTURB LESS THAN 50 ACRES OR DO NOT DISCHARGE STORMWATER WITHIN 1 MILE (AERIAL RADIUS MEASUREMENT) OF A SPECIAL OR IMPAIRED WATER, PERMITTEES DO NOT NEED TO SUBMIT THE SWPPP WITH THE APPLICATION. PERMIT COVERAGE FOR THESE PROJECTS IS EFFECTIVE UPON APPLICATION AND COMPLETING THE PAYMENT PROCESS. [MINN. R. 7090]

3.4 FOR CERTAIN PROJECTS OR COMMON PLANS OF DEVELOPMENT OR SALE DISTURBING 50 ACRES OR MORE, THE COMPLETE SWPPP MUST BE INCLUDED WITH THE APPLICATION AND SUBMITTED AT LEAST 30 DAYS BEFORE THE START OF CONSTRUCTION ACTIVITY. THIS APPLIES IF THERE IS A DISCHARGE POINT ON THE PROJECT WITHIN ONE MILE (AERIAL RADIUS MEASUREMENT) OF, AND FLOWS TO, A SPECIAL WATER LISTED IN ITEM 23.3 THROUGH 23.6 OR AN IMPAIRED WATER AS DESCRIBED IN ITEM 23.7. PERMIT COVERAGE FOR THESE PROJECTS IS EFFECTIVE UPON SUBMITTING THE APPLICATION AND COMPLETE SWPPP, COMPLETING THE PAYMENT PROCESS AND RECEIVING A DETERMINATION FROM THE MPCA THAT THE REVIEW OF THE SWPPP IS COMPLETE. THE DETERMINATION MAY TAKE LONGER THAN 30 DAYS IF THE SWPPP IS INCOMPLETE. IF THE MPCA FAILS TO CONTACT THE PERMITTEES WITHIN 30 DAYS OF APPLICATION RECEIPT, COVERAGE IS EFFECTIVE 30 DAYS AFTER COMPLETING THE PAYMENT PROCESS. [MINN. R. 7090]

3.5 THE APPLICATION REQUIRES LISTING ALL PERSONS MEETING THE DEFINITION OF OWNER AND OPERATOR AS PERMITTEES. THE OWNER IS RESPONSIBLE FOR COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS PERMIT. THE OPERATOR IS RESPONSIBLE FOR COMPLIANCE WITH SECTIONS 3, 4, 6-22, 24 AND APPLICABLE REQUIREMENTS FOR CONSTRUCTION ACTIVITY IN SECTION 23. [MINN. R. 7090]

3.6 PERMITTEES WILL RECEIVE COVERAGE NOTIFICATION IN A MANNER DETERMINED BY THE MPCA. [MINN. R. 7090]

3.7 FOR CONSTRUCTION PROJECTS WHERE THE OWNER OR OPERATOR CHANGES (E.G., AN ORIGINAL DEVELOPER SELLS PORTIONS OF THE PROPERTY TO VARIOUS HOMEBUILDERS OR SELLS THE ENTIRE SITE TO A NEW OWNER), THE CURRENT OWNER AND THE NEW OWNER OR OPERATOR MUST SUBMIT A COMPLETE PERMIT MODIFICATION FORM PROVIDED BY THE MPCA. THE CURRENT OWNER AND THE NEW OWNER OR OPERATOR MUST SUBMIT THE FORM PRIOR TO THE NEW OWNER OR OPERATOR COMMENCING CONSTRUCTION ACTIVITY OR NO LATER THAN 30 DAYS AFTER TAKING OWNERSHIP OF THE PROPERTY. [MINN. R. 7090]

3.8 FOR CONSTRUCTION PROJECTS WHERE THE OWNER OR OPERATOR CHANGES, THE CURRENT OWNER MUST PROVIDE A SWPPP TO THE NEW OWNER AND OPERATOR THAT SPECIFICALLY ADDRESSES THE REMAINING CONSTRUCTION ACTIVITY. THE NEW OWNER OR OPERATOR CAN IMPLEMENT THE ORIGINAL SWPPP, MODIFY THE SWPPP, OR DEVELOP A NEW SWPPP. PERMITTEES MUST ENSURE THEIR ACTIVITIES DO NOT RENDER ANOTHER PARTY'S EROSION PREVENTION AND SEDIMENT CONTROL BMPS INEFFECTIVE. [MINN. R. 7090]

4.1 TERMINATION OF COVERAGE. [MINN. R. 7090]

4.2 PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER ALL TERMINATION CONDITIONS LISTED IN SECTION 13 ARE COMPLETE. [MINN. R. 7090]

4.3 PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE, INCLUDING PERMIT RESPONSIBILITY FOR ROADS (E.G., STREET SWEEPING) AND STORMWATER INFRASTRUCTURE FINAL CLEAN OUT, OR TRANSFERRING PORTIONS OF A SITE TO ANOTHER PARTY. THE PERMITTEES' COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT. [MINN. R. 7090]

4.4 PERMITTEES MAY TERMINATE PERMIT COVERAGE PRIOR TO COMPLETION OF ALL CONSTRUCTION ACTIVITY IF THEY MEET ALL OF THE FOLLOWING CONDITIONS:

a. CONSTRUCTION ACTIVITY HAS CEASED FOR AT LEAST 90 DAYS; AND

b. AT LEAST 90 PERCENT (BY AREA) OF ALL ORIGINALLY PROPOSED CONSTRUCTION ACTIVITY HAS BEEN COMPLETED AND PERMANENT COVER HAS BEEN ESTABLISHED ON THOSE AREAS; AND

c. ON AREAS WHERE CONSTRUCTION ACTIVITY IS NOT COMPLETE, PERMANENT COVER HAS BEEN ESTABLISHED; AND

d. THE SITE COMPLIES WITH ITEM 13.3 THROUGH 13.7.

AFTER PERMIT COVERAGE IS TERMINATED UNDER THIS ITEM, ANY SUBSEQUENT DEVELOPMENT ON THE REMAINING PORTIONS OF THE SITE WILL REQUIRE PERMIT COVERAGE IF THE SUBSEQUENT DEVELOPMENT ITSELF OR AS PART OF THE REMAINING COMMON PLAN OF DEVELOPMENT OR SALE WILL RESULT IN LAND DISTURBING ACTIVITIES OF ONE (1) OR MORE ACRES IN SIZE. [MINN. R. 7090]

4.5 PERMITTEES MAY TERMINATE COVERAGE UPON MPCA APPROVAL AFTER SUBMITTING INFORMATION DOCUMENTING THE OWNER CANCELLED THE PROJECT. [MINN. R. 7090]

6.1 SWPPP AMENDMENTS. [MINN. R. 7090]

6.2 ONE OF THE INDIVIDUALS DESCRIBED IN ITEM 21.2.A OR ITEM 21.2.B OR ANOTHER QUALIFIED INDIVIDUAL MUST COMPLETE ALL SWPPP CHANGES. CHANGES INVOLVING THE USE OF A LESS STRINGENT BMP MUST INCLUDE A JUSTIFICATION DESCRIBING HOW THE REPLACEMENT BMP IS EFFECTIVE FOR THE SITE CHARACTERISTICS. [MINN. R. 7090]

6.3 PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPS AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS HAVING A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER. [MINN. R. 7090]

6.4 PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPS AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER INSPECTIONS OR INVESTIGATIONS BY THE SITE OWNER OR OPERATOR, USEPA OR MPCA OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER OR THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDANCES (E.G., NUISANCE CONDITIONS AS DEFINED IN MINN. R. 7050.0210, SUBP. 2) OR THE SWPPP IS NOT CONSISTENT WITH THE OBJECTIVES OF A USEPA APPROVED TMDL. [MINN. R. 7050.0210]

7.1 BMP SELECTION AND INSTALLATION. [MINN. R. 7090]

7.2 PERMITTEES MUST SELECT, INSTALL, AND MAINTAIN THE BMPS IDENTIFIED IN THE SWPPP AND IN THIS PERMIT IN AN APPROPRIATE AND FUNCTIONAL MANNER AND IN ACCORDANCE WITH RELEVANT MANUFACTURER SPECIFICATIONS AND ACCEPTED ENGINEERING PRACTICES. [MINN. R. 7090]

8.1 EROSION PREVENTION PRACTICES. [MINN. R. 7090]

8.2 BEFORE WORK BEGINS, PERMITTEES MUST DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED. [MINN. R. 7090]

8.3 PERMITTEES MUST MINIMIZE THE NEED FOR DISTURBANCE OF PORTIONS OF THE PROJECT WITH STEEP SLOPES. WHEN STEEP SLOPES MUST BE DISTURBED, PERMITTEES MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING AND TERRACING). [MINN. R. 7090]

8.4 PERMITTEES MUST STABILIZE ALL EXPOSED SOIL AREAS, INCLUDING STOCKPILES. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION WHEN CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY HAS CEASED. STABILIZATION IS NOT REQUIRED ON CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES. STABILIZATION IS NOT REQUIRED ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) BUT PERMITTEES MUST PROVIDE SEDIMENT CONTROLS AT THE BASE OF THE STOCKPILE. [MINN. R. 7090]

8.5 FOR PUBLIC WATERS THAT THE MINNESOTA DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPAWNING TIME FRAMES, PERMITTEES MUST COMPLETE STABILIZATION OF ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF THE WATER'S EDGE, AND THAT DRAIN TO THESE WATERS, WITHIN 24 HOURS DURING THE RESTRICTION PERIOD. [MINN. R. 7090]

8.6 PERMITTEES MUST STABILIZE THE NORMAL WETTED PERIMETER OF THE LAST 200 LINEAR FEET OF TEMPORARY OR PERMANENT DRAINAGE DITCHES OR SWALES THAT DRAIN WATER FROM THE SITE WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE. PERMITTEES MUST COMPLETE STABILIZATION OF REMAINING PORTIONS OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE AND CONSTRUCTION IN THAT PORTION OF THE DITCH TEMPORARILY OR PERMANENTLY CEASES. [MINN. R. 7090]

8.7 TEMPORARY OR PERMANENT DITCHES OR SWALES BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION (WITH PROPERLY DESIGNED ROCK-DITCH CHECKS, BIO ROLLS, SILT DIKES, ETC.) DO NOT NEED TO BE STABILIZED. PERMITTEES MUST STABILIZE THESE AREAS WITHIN 24 HOURS AFTER THEIR USE AS A SEDIMENT CONTAINMENT SYSTEM CEASES. [MINN. R. 7090]

8.8 PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN ANY PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT. [MINN. R. 7090]

8.9 PERMITTEES MUST PROVIDE TEMPORARY OR PERMANENT ENERGY DISSIPATION AT ALL PIPE OUTLETS WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR PERMANENT STORMWATER TREATMENT SYSTEM. [MINN. R. 7090]

8.10 PERMITTEES MUST NOT DISTURB MORE LAND (I.E., PHASING) THAN CAN BE EFFECTIVELY INSPECTED AND MAINTAINED IN ACCORDANCE WITH SECTION 11. [MINN. R. 7090]

9.1 SEDIMENT CONTROL PRACTICES. [MINN. R. 7090]

9.2 PERMITTEES MUST ESTABLISH SEDIMENT CONTROL BMPS ON ALL DOWNGRADIENT PERIMETERS OF THE SITE AND DOWNGRADIENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATER, INCLUDING CURB AND GUTTER SYSTEMS. PERMITTEES MUST LOCATE SEDIMENT CONTROL PRACTICES UPGRADIENT OF ANY BUFFER ZONES. PERMITTEES MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE ANY UPGRADIENT LAND-DISTURBING ACTIVITIES BEGIN AND MUST KEEP THE SEDIMENT CONTROL PRACTICES IN PLACE UNTIL THEY ESTABLISH PERMANENT COVER. [MINN. R. 7090]

9.3 IF DOWNGRADIENT SEDIMENT CONTROLS ARE OVERLOADED, BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS, PERMITTEES MUST INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPS TO ELIMINATE THE OVERLOADING AND AMEND THE SWPPP TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN ITEM 6.3. [MINN. R. 7090]

9.4 TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM (E.G., DITCHES WITH ROCK-CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS. [MINN. R. 7090]

9.5 A FLOATING SILT CURTAIN PLACED IN THE WATER IS NOT A SEDIMENT CONTROL BMP TO SATISFY ITEM 9.2 EXCEPT WHEN WORKING ON A SHORELINE OR BELOW THE WATERLINE. IMMEDIATELY AFTER THE SHORT TERM CONSTRUCTION ACTIVITY (E.G., INSTALLATION OF RIP RAP ALONG THE SHORELINE) IN THAT AREA IS COMPLETE, PERMITTEES MUST INSTALL AN UPLAND PERIMETER CONTROL PRACTICE IF EXPOSED SOILS STILL DRAIN TO A SURFACE WATER. [MINN. R. 7090]

9.6 PERMITTEES MUST RE-INSTALL ALL SEDIMENT CONTROL PRACTICES ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IS COMPLETED. PERMITTEES MUST RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE. [MINN. R. 7090]

9.7 PERMITTEES MUST PROTECT ALL STORM DRAIN INLETS USING APPROPRIATE BMPS DURING CONSTRUCTION UNTIL THEY ESTABLISH PERMANENT COVER ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET. [MINN. R. 7090]

9.8 PERMITTEES MAY REMOVE INLET PROTECTION FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (E.G. STREET FLOODING/FREEZING) IS IDENTIFIED BY THE PERMITTEES OR THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/TOWNSHIP/MINNESOTA DEPARTMENT OF TRANSPORTATION ENGINEER). PERMITTEES MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP. [MINN. R. 7090]

9.9 PERMITTEES MUST PROVIDE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES ON THE DOWNGRADIENT PERIMETER. [MINN. R. 7090]

9.10 PERMITTEES MUST LOCATE STOCKPILES OUTSIDE OF NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER. [MINN. R. 7090]

9.11 PERMITTEES MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE. [MINN. R. 7090]

9.12 PERMITTEES MUST USE STREET SWEEPING IF VEHICLE TRACKING BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING ONTO THE STREET. [MINN. R. 7090]

9.13 PERMITTEES MUST INSTALL TEMPORARY SEDIMENT BASINS AS REQUIRED IN SECTION 14. [MINN. R. 7090]

9.14 IN ANY AREAS OF THE SITE WHERE FINAL VEGETATIVE STABILIZATION WILL OCCUR, PERMITTEES MUST RESTRICT VEHICLE AND EQUIPMENT USE TO MINIMIZE SOIL COMPACTION. [MINN. R. 7090]

9.15 PERMITTEES MUST PRESERVE TOPSOIL ON THE SITE, UNLESS INFEASIBLE. [MINN. R. 7090]

9.16 PERMITTEES MUST DIRECT DISCHARGES FROM BMPS TO VEGETATED AREAS UNLESS INFEASIBLE. [MINN. R. 7090]

9.17 PERMITTEES MUST PRESERVE A 50 FOOT NATURAL BUFFER OR, IF A BUFFER IS INFEASIBLE ON THE SITE, PROVIDE REDUNDANT (DOUBLE) PERIMETER SEDIMENT CONTROLS WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER. PERMITTEES MUST INSTALL PERIMETER SEDIMENT CONTROLS AT LEAST 5 FEET APART UNLESS LIMITED BY LACK OF AVAILABLE SPACE. NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. IF PRESERVING THE BUFFER IS INFEASIBLE, PERMITTEES MUST DOCUMENT THE REASONS IN THE SWPPP. SHEET PILING IS A REDUNDANT PERIMETER CONTROL IF INSTALLED IN A MANNER THAT RETAINS ALL STORMWATER. [MINN. R. 7090]

9.18 PERMITTEES MUST USE POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURER OR SUPPLIER. THE PERMITTEES MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION AND MUST DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE. [MINN. R. 7090]

10.1 DEWATERING AND BASIN DRAINING. [MINN. R. 7090]

10.2 PERMITTEES MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENT BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. PERMITTEES MAY DEWATER TO SURFACE WATERS IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF PERMITTEES CANNOT DISCHARGE THE WATER TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITTEES MUST TREAT IT WITH APPROPRIATE BMPS SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES. [MINN. R. 7050.0210]

10.3 IF PERMITTEES MUST DISCHARGE WATER CONTAINING OIL OR GREASE, THEY MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE (E.G., CARTRIDGE FILTERS, ABSORBENTS PADS) PRIOR TO DISCHARGE. [MINN. R. 7090]

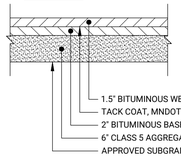
10.4 PERMITTEES MUST DISCHARGE ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS THAT CAUSES SIGNIFICANT ADVERSE IMPACT TO THE WETLAND. [MINN. R. 7090]

10.5 IF PERMITTEES USE FILTERS WITH BACKWASH WATER, THEY MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION. [MINN. R. 7090]

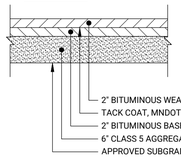
11.1 INSPECTIONS AND MAINTENANCE. [MINN. R. 7090]

11.2 PERMITTEES MUST ENSURE A TRAINED PERSON, AS IDENTIFIED IN ITEM 21.2.B, WILL INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 1/2 INCH IN 24

LIGHT DUTY



HEAVY DUTY



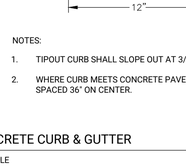
NOTES

1. LIGHT DUTY PAVEMENT TO BE USED IN PARKING AREAS.
2. HEAVY DUTY PAVEMENT TO BE USED AT ENTRANCE DRIVES.
3. FINAL PAVEMENT SECTIONS AND SUBGRADE COMPACTION REQUIREMENTS TO BE CONFIRMED BY GEOTECHNICAL ENGINEER OF RECORD

1 FLEXIBLE PAVEMENT SECTIONS

NO SCALE

CONRETE WALK



CONRETE PAVEMENT/APRON

NOTES

1. FINAL PAVEMENT SECTIONS AND SUBGRADE COMPACTION REQUIREMENTS TO BE CONFIRMED BY GEOTECHNICAL ENGINEER OF RECORD

2 RIGID PAVEMENT SECTIONS

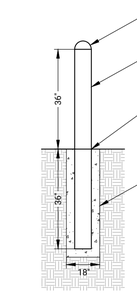
NO SCALE

NOTES:

1. TIPOUT CURB SHALL SLOPE OUT AT 3/4" PER FOOT.
2. WHERE CURB MEETS CONCRETE PAVEMENT, INSTALL 24" NO.4 DOWELS SPACED 36" ON CENTER.

3 CONCRETE CURB & GUTTER

NO SCALE

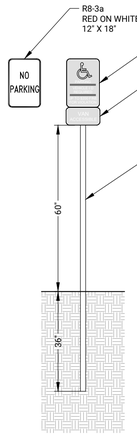


NOTES

1. BOLLARDS TO BE PLACED 12" BEHIND BACK OF CURB OR AS NOTED ON THE SITE PLAN.
2. CONCRETE FOOTING TO BE HELD BELOW FINISHED CONCRETE SURFACE.

4 6" CONCRETE FILLED PIPE BOLLARD

NO SCALE

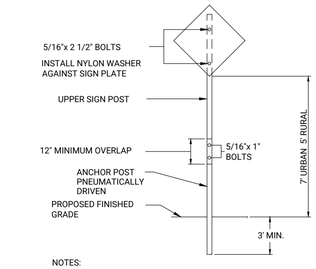


NOTES

1. SIGN TO BE PLACED 18" BEHIND BACK OF CURB, 12" BEHIND SIDEWALK, OR AS NOTED ON THE SITE PLAN.
2. CONCRETE FOOTING TO USED AS NECESSARY TO KEEP SIGN PLUMB.
3. CENTER SIGN AT HEAD OF PARKING SPACE NOT MORE THAN 96" FROM HEAD OF PARKING SPACE.
4. SIGN HARDWARE PER MANUFACTURER.

5 6" CONCRETE FILLED PIPE BOLLARD W/SIGN

NO SCALE

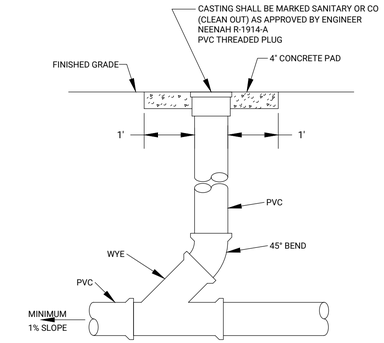


NOTES:

1. MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH CITY SPECIFICATIONS.
2. SIGN PANELS-REFLECTIVE SHEETING, VIP DIAMOND GRADE.
3. BOLTS SHALL BE TAMPER PROOF.
4. FLANGED CHANNEL SIGN POSTS SHALL BE PAINTED GREEN, 3 LB./L.F. AND 7' LONG.
5. SIGNS INSTALLED IN CONCRETE SHALL HAVE AN APPROVED BREAK-AWAY DEVICE.
6. EDGE OF SIGN SHALL BE MINIMUM 18" FROM BACK OF CURB.

6 TYPICAL SIGN

NO SCALE



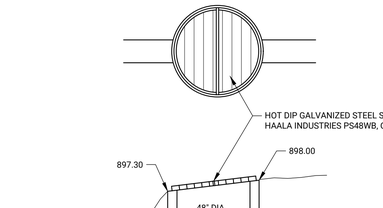
NOTES:
- ALL JOINTS SHALL BE SOLVENT WELD EXCEPT AS NOTED.
- CLEAN OUTS ARE REQUIRED AT 100' SPACING AND AT CHANGE OF DIRECTION.
- ALL CLEAN OUTS SHALL BE EQUIPPED WITH A FROST SLEEVE.

7 CLEANOUT

NO SCALE

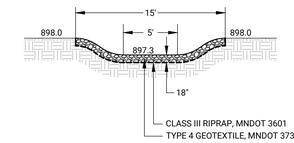
8 OUTLET CONTROL STRUCTURE 103

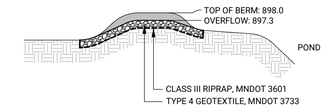
NO SCALE



9 OUTLET CONTROL STRUCTURE 103

NO SCALE





10 STABILIZED SPILLWAY

NO SCALE

STABILIZE ALL EXPOSED SOIL AREAS, INCLUDING STOCKPILES. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION WHEN CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY HAS CEASED. STABILIZATION IS NOT REQUIRED ON CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES. STABILIZATION IS NOT REQUIRED ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) BUT PERMITTEES MUST PROVIDE SEDIMENT CONTROLS AT THE BASE OF THE STOCKPILE.

TEMPORARY SEEDING SHALL BE IN ACCORDANCE WITH MNDOT 2575 AND SHALL BE AS FOLLOWS:

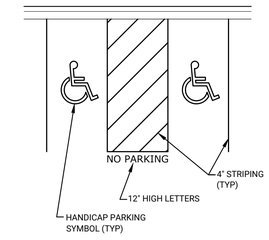
SEED: 21-111 AT 100 LBS PER ACRE OR 21-112 AT 100 LBS PER ACRE
MULCH: TYPE 1 AT 2 TONS PER ACRE
FERTILIZER: 10-20-20 AT 300 LBS PER ACRE

PERMANENT SEEDING SHALL BE IN ACCORDANCE WITH MNDOT 2575 AND SHALL BE AS FOLLOWS, UNLESS SHOWN OTHERWISE ON THE PLANS:

SEED: 25-131 AT 220 LBS PER ACRE OR 25-141 AT 59 LBS PER ACRE
MULCH: TYPE 1 AT 2 TONS PER ACRE
FERTILIZER: 10-10-10 AT 200 LBS PER ACRE

11 TURF ESTABLISHMENT

NO SCALE



11 HANDICAP PARKING SPACE STRIPING

NO SCALE

CONTOUR CIVIL DESIGN
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TEL: 612.730.2265 | WWW.CONTOURCD.COM

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

NAME: JOSEPH T RADACH PE
SIGNATURE:
DATE: 05/26/23 LIC #: 45889

REVISIONS | ISSUE DATE: 05/26/23 | BY: JTR
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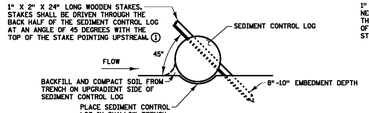
OWNER
DESIGNING EARTH CONTRACTING
18651 BUCHANAN STREET NE
EAST BETHEL, MN 55011

DETAILS

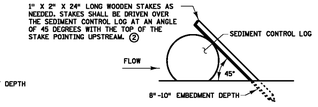
DESIGNING EARTH CONTRACTING NEW OFFICE/SHOP
EAST BETHEL, MINNESOTA

SHEET NUMBER
C6.1

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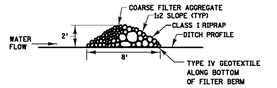


TYPES: STRAW, WOOD FIBER, OR COIR

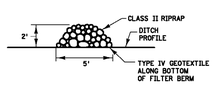


TYPES: WOOD CHIP, COMPOST, OR ROCK

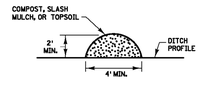
SEDIMENT CONTROL LOGS



TYPE 3 (ROCK WEEPER)

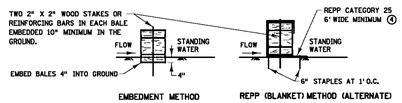


TYPE 5 (ROCK)



TYPE 1 (COMPOST), TYPE 2 (SLASH MULCH), OR TYPE 4 (TOPSOIL)

FILTER BERMS



EMBEDMENT METHOD REPP (BLANKET) METHOD (ALTERNATE)

BALE BARRIERS 3

NOTES:

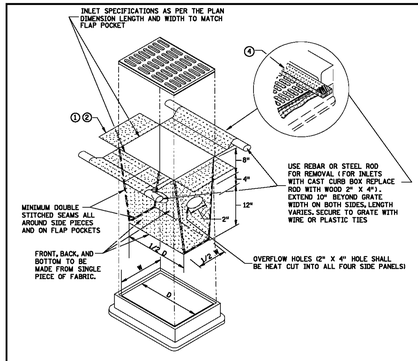
REPP = ROLLED EROSION PREVENTION PRODUCT.

SEE SPECS. 2573, 3149, 3874, 3882, 3885, 3886, AND 3897.

1. SPACE BETWEEN STAKES SHALL BE A MAXIMUM OF 1' FOR DITCH CHECKS OR 2' FOR OTHER APPLICATIONS.
2. PLACE STAKES AS NEEDED TO PREVENT MOVEMENT OF SEDIMENT CONTROL LOGS PLACED ON SLOPES OR AS NEEDED DUE TO OTHER FACTORS. STAKES SHALL BE INCIDENTAL.
3. TO BE USED FOR CRITICAL PERIMETER CONTROL AREAS WHERE STANDING WATER OCCURS (6" MAXIMUM DEPTH). BALES SHALL CONSIST OF TYPE 1 MULCH OF APPROXIMATELY 14" X 18" X 36" LONG. BALES SHALL BE PLACED ON EDGE AND BUTTED TIGHT TO ADJACENT BALES.
4. INSTEAD OF TRENCHING, PLACE BALE ON THE REPP (BLANKET) AND WRAP BLANKET AROUND THE BALE. PLACE STAKE THROUGH BALE AND BLANKET.

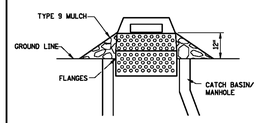
REVISIONS
APPROVED: JANUARY 8, 2020
MARC RAMSDELL
CHIEF ENVIRONMENTAL OFFICER

MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.405	2 OF 8
THOMAS ANDERSON STATE DESIGN ENGINEER	APPROVED: 1-8-2020 REVISED:	TEMPORARY SEDIMENT CONTROL FILTER BERMS, SEDIMENT CONTROL LOGS, AND BALE BARRIERS
	STATE PROJ. NO. (T.H.)	SHEET NO. OF SHEETS



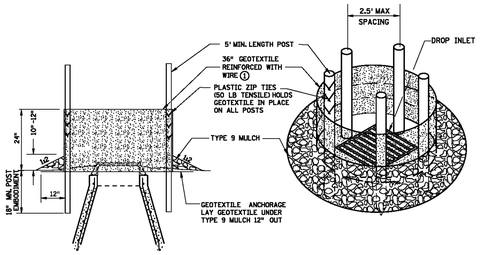
FILTER BAG INSERT 3

(CAN BE INSTALLED IN ANY INLET TYPE WITH OR WITHOUT A CURB BOX)



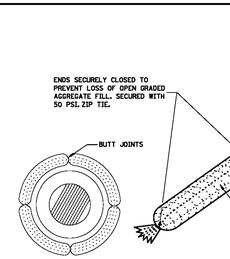
SEDIMENT CONTROL INLET HAT

NOTE:
THE SEDIMENT CONTROL BARRIER SHALL BE A METAL OR PLASTIC/POLYETHYLENE RISER SIZED TO FIT INSIDE THE CATCH BASIN/MANHOLE& HAVE PERFORATIONS TO ALLOW FOR WATER INFILTRATION& HAVE AN OVERFLOW OPENING, FLANGES AND A LID/COVER.

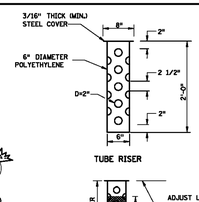


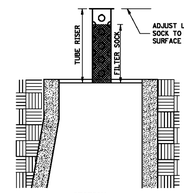
SILT FENCE RING AND ROCK FILTER BERM

USE WHERE INLET DRAINS IN AN AREA WITH SLOPES AT 1x3 or LESS

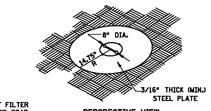


ROCK LOG/COMPOST LOG

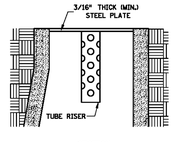




SECTION (UP POSITION)



PERSPECTIVE VIEW



SECTION (DOWN POSITION)

POP-UP HEAD

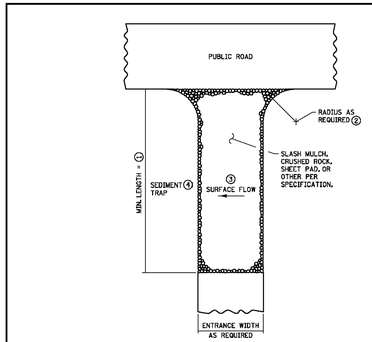
NOTES:
SEE SPECS. 2573, 3137, & 3886.

DEVICES MUST BE ADJUSTED ACCORDINGLY AS TO NOT CAUSE FLOODING ON ROADWAY THAT WOULD IMPEDE TRAFFIC FLOW.

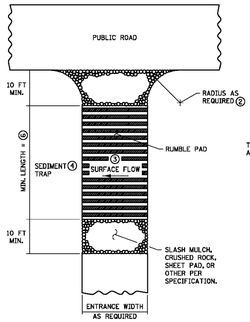
1. ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS, MEETING SPEC. 3886.
2. FINISHED SIZE, INCLUDING POCKETS WHERE REQUIRED SHALL EXTEND A MINIMUM OF 10 INCHES AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
3. INSTALLATION NOTES:
   DO NOT PLACE FILTER BAG INSERT IN INLETS SHALLOWER THAN 30 INCHES, MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE. THE PLACED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE OF 3 INCHES BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES. WHERE NECESSARY THE CONTRACTOR SHALL CLINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3 INCH SIDE CLEARANCE.
4. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2 INCH X 4 INCH OR USE A ROCK SOCK OR SAND BAGS IN PLACE OF THE FLAP POCKETS.
5. SOCK HEIGHT MUST NOT BE SO HIGH AS TO SLOW DOWN WATER FILTRATION TO CAUSE FLOODING OF THE ROADWAY.
6. GEOTEXTILE SOCK BETWEEN 4-10 FEET LONG AND 4-6 INCH DIAMETER, SEAM TO BE JOINED BY TWO ROWS OF STITCHING WITH A PLASTIC MESH BACKING OR PROVIDE A HEAT BONDED SEAM (OR APPROVED EQUIVALENT). FILL ROCK LOG WITH OPEN GRADED AGGREGATE CONSISTING OF SOUND DURABLE PARTICLES OF COARSE AGGREGATE CONFORMING TO SPEC. 3137 TABLE 3137-1, CA-3 GRADATION.

REVISIONS
APPROVED: 2-28-2017
CHIEF ENVIRONMENTAL OFFICER

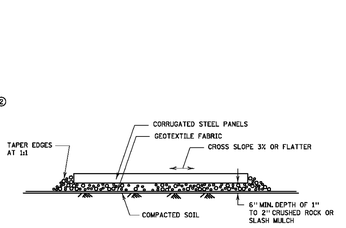
MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.405	4 OF 8
STATE DESIGN ENGINEER	APPROVED: 2-28-2017 REVISED:	TEMPORARY SEDIMENT CONTROL STORM DRAIN INLET PROTECTION
	STATE PROJ. NO. (T.H.)	SHEET NO. OF SHEETS



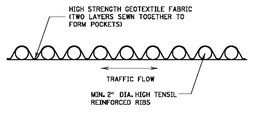
SLASH MULCH, CRUSHED ROCK, OR SHEET PAD CONSTRUCTION EXIT 5 7



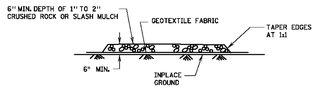
RUMBLE PAD CONSTRUCTION EXIT 5 7



RUMBLE PAD



SHEET PAD



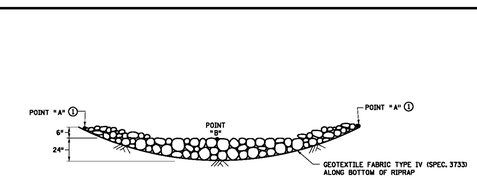
SLASH MULCH OR CRUSHED ROCK

NOTES:
SEE SPECS. 2573 & 3882.

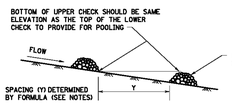
1. MINIMUM LENGTH SHALL BE THE GREATER OF 50 FEET OR A LENGTH SUFFICIENT TO ALLOW A MINIMUM OF 5 TIRE ROTATIONS ON THE PROVIDED PAD. MINIMUM LENGTH SHALL BE CALCULATED USING THE LARGEST TIRE WHICH WILL BE USED IN TYPICAL OPERATIONS.
2. PROVIDE RADIUS OR WIDEN PAD SUFFICIENTLY TO PREVENT VEHICLE TIRES FROM TRACKING OFF OF PAD WHEN LEAVING SITE.
3. IF RUNOFF FROM DISTURBED AREAS FLOWS TOWARD CONSTRUCTION EXITS, PREVENT RUNOFF FROM DRAINING DIRECTLY TO PUBLIC ROAD OVER CONSTRUCTION EXIT BY CROWNING THE EXIT OR SLOPING TO ONE SIDE. IF SURFACE GRADING IS INSUFFICIENT, PROVIDE OTHER MEANS OF INTERCEPTING RUNOFF.
4. IF RUNOFF FROM CONSTRUCTION EXITS WILL DRAIN OFF OF PROJECT SITE, PROVIDE SEDIMENT TRAP WITH STABILIZED OVERFLOW.
5. IF A TIRE WASH OFF IS REQUIRED THE CONSTRUCTION EXITS SHALL BE GRADED TO DRAIN THE WASH WATER TO A SEDIMENT TRAP.
6. MINIMUM LENGTH OF RUMBLE PAD SHALL BE 20 FEET, OR AS REQUIRED TO REMOVE SEDIMENT FROM TIRES. IF SIGNIFICANT SEDIMENT IS TRACKED FROM THE SITE, THE RUMBLE PAD SHALL BE LENGTHENED OR THE DESIGN MODIFIED TO PROVIDE ADDITIONAL VIBRATION. WASH-OFF LENGTH SHALL BE AS REQUIRED TO EFFECTIVELY REMOVE CONSTRUCTION SEDIMENT FROM VEHICLE TIRES.
7. MAINTENANCE OF CONSTRUCTION EXITS SHALL OCCUR WHEN THE EFFECTIVENESS OF SEDIMENT REMOVAL HAS BEEN REDUCED. MAINTENANCE SHALL CONSIST OF REMOVING SEDIMENT AND CLEANING THE MATERIALS OR PLACING ADDITIONAL MATERIAL (SLASH MULCH OR CRUSHED ROCK) OVER SEDIMENT FILLED MATERIAL TO RESTORE EFFECTIVENESS.

REVISIONS
APPROVED: 2-28-2017
CHIEF ENVIRONMENTAL OFFICER

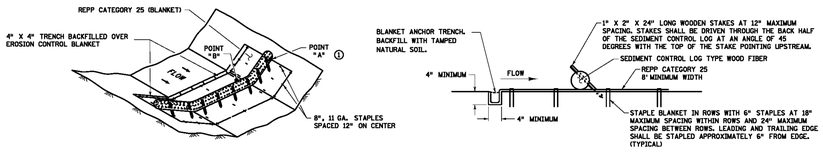
MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.405	5 OF 8
STATE DESIGN ENGINEER	APPROVED: 2-28-2017 REVISED:	TEMPORARY SEDIMENT CONTROL STABILIZED CONSTRUCTION EXIT
	STATE PROJ. NO. (T.H.)	SHEET NO. OF SHEETS



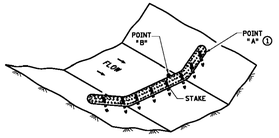
ROCK DITCH CHECKS
FILTER BERMS TYPE 3 (ROCK WEEPER) OR FILTER TYPE 5 (ROCK) 3
FOR USE ON ROUGH-GRADED AREAS
ONLY FOR USE OUTSIDE CLEAR ZONE 2



DITCH CHECK SPACING
FOR ALL FILTER BERM TYPES



SEDIMENT CONTROL LOG TYPE REPP (BLANKET) SYSTEM 4



SEDIMENT CONTROL LOG TYPE WOOD FIBER, OR TYPE COMPOST 5

FOR USE ON ROUGH GRADED AREAS

NOTES:
REPP = ROLLED EROSION PREVENTION PRODUCT.

SEE SPECS. 2573, 3601, 3733, 3885, 3886 & 3889.

FOR DITCH CHECKS, PLACE SEDIMENT CONTROL LOG PERPENDICULAR TO FLOW AND IN A CRESCENT SHAPE WITH THE ENDS FACING UPSTREAM.

APPROXIMATE SPACING BETWEEN EACH DITCH CHECK SHOULD BE DETERMINED FROM THE FOLLOWING SPACING FORMULA:

APPROXIMATE SPACING OF DITCH CHECKS (FT.) = Y = $\frac{\text{DITCH CHECK HEIGHT (FT.)}}{\text{% CHANNEL SLOPE}} \times 100$

1. POINT "A" MUST BE A MINIMUM OF 6" HIGHER THAN POINT "B" TO ENSURE THAT WATER FLOWS OVER THE DIKE AND NOT AROUND THE ENDS.
2. ROCK DITCH CHECKS PLACED WITHIN THE CLEAR ZONE ARE TO BE 18" OR LESS IN HEIGHT. A 1:6 APPROACH AND DEPARTURE SLOPE SHALL BE PROVIDED.
3. DITCH GRADE 3% - 5%, MAX. FLOW VELOCITY 12 FT./SEC.
4. DITCH GRADE 1.5% - 3%, MAX. FLOW VELOCITY 4.5 FT./SEC.
5. DITCH GRADE 1.5% - 3%, MAX. FLOW VELOCITY 1.5 FT./SEC.

REVISIONS
APPROVED: JANUARY 8, 2020
MARC RAMSDELL
CHIEF ENVIRONMENTAL OFFICER

MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.405	3 OF 8
THOMAS ANDERSON STATE DESIGN ENGINEER	APPROVED: 1-8-2020 REVISED:	TEMPORARY SEDIMENT CONTROL DITCH CHECK
	STATE PROJ. NO. (T.H.)	SHEET NO. OF SHEETS

CONTOUR CIVIL DESIGN
8195 VERNON STREET, ROCKFORD, MN 55373
TEL: 612.730.2265 | WWW.CONTOURCD.COM

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

NAME: JOSEPH T RADACH PE

SIGNATURE:

DATE: 05/26/23 LIC #: 45889

REVISIONS	ISSUE DATE: 05/26/23	BY: JTR
1.		
2.		
3.		
4.		
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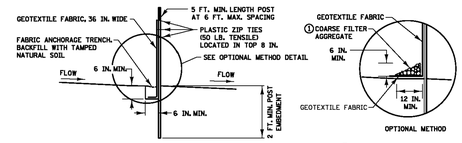
OWNER
DESIGNING EARTH CONTRACTING
18651 BUCHANAN STREET NE
EAST BETHEL, MN 55011

DETAILS

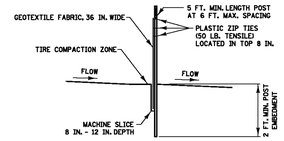
DESIGNING EARTH CONTRACTING
NEW OFFICE/SHOP
EAST BETHEL, MINNESOTA

SHEET NUMBER
C6.2

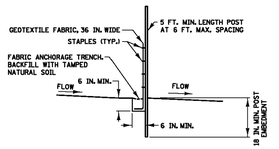
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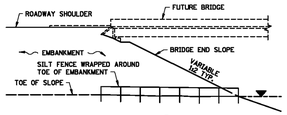
SILT FENCE TYPE HI ②
(HAND INSTALLED)



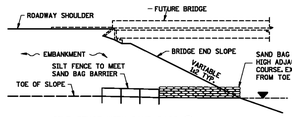
SILT FENCE TYPE MS ②
(MACHINE SLICED)



SILT FENCE TYPE PA ⑤
(PREASSEMBLED)

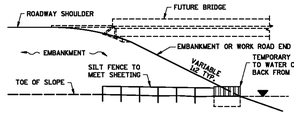


SILT FENCE ONLY ④

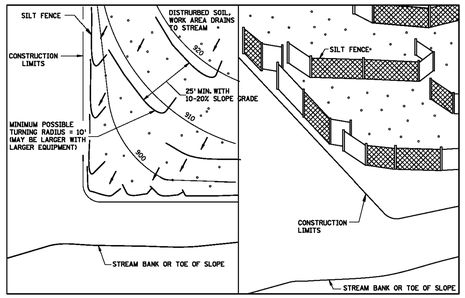


SILT FENCE WITH SAND BAGS ⑤

INSTALLATION AT BRIDGE EMBANKMENT ADJACENT TO WATER



SILT FENCE WITH SHEETING ⑥



PLAN VIEW PERSPECTIVE VIEW

J-HOOK INSTALLATION

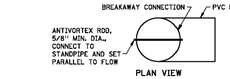


LOCATION AT TOE OF ROADWAY EMBANKMENT

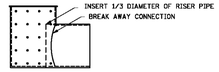
NOTES:
SEE SPECS. 2573, 3149 & 3886.
① COARSE FILTER AGGREGATE (SPEC. 3149) SHALL BE INCIDENTAL.
② TO PROTECT AREAS FROM SHEET FLOW. MAXIMUM CONTRIBUTING AREA= 1 ACRE.
③ TO PROTECT AREAS FROM SHEET FLOW. MAXIMUM CONTRIBUTING AREA= 0.25 ACRE.
④ WATER COURSE FLOW VELOCITY= STANDING. CONTRIBUTING SLOPE AREA= L/2 ACRE.
⑤ WATER COURSE FLOW VELOCITY= 1 TO 7 FT./SEC. CONTRIBUTING SLOPE AREA= 1 ACRE.
⑥ WATER COURSE FLOW VELOCITY= 8 TO 15 FT./SEC. CONTRIBUTING SLOPE AREA= 3 ACRES.

REVISIONS
APPROVED: 2-28-2017
CHIEF ENVIRONMENTAL OFFICER

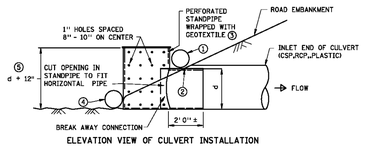
MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.405	6 OF 8
STATE DESIGN ENGINEER	APPROVED: 2-28-2017 REVISED:	TEMPORARY SEDIMENT CONTROL SILT FENCE
STATE PROJ. NO.	(T.H.)	SHEET NO. OF SHEETS



PLAN VIEW

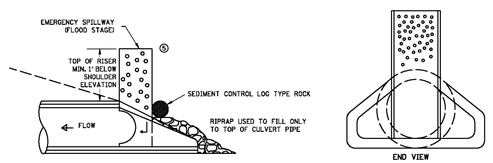


CULVERT STANDPIPE

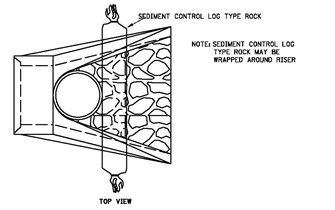


ELEVATION VIEW OF CULVERT INSTALLATION

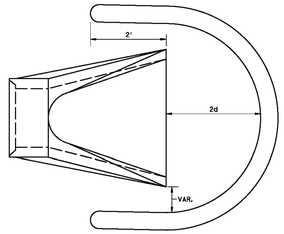
CULVERT STANDPIPE INSERT (D-RISER)
d= CULVERT SIZE; 12" - 36"



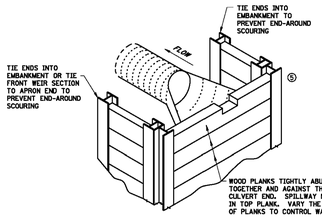
LONGITUDINAL SECTION



CULVERT STANDPIPE INSERT (D-RISER)



SEDIMENT CONTROL LOG WEIR
(COMPOST, WOOD CHIP, OR ROCK)
d = CULVERT SIZE; 12"-36"



WOOD PLANK WEIR

NOTES:
SEE SPECS. 2573, 3891 & 3893.
FOR USE WHEN TEMPORARY PONDING IS NEEDED IN DITCH SECTIONS FOR SEDIMENT CONTROL.
MANUFACTURED ALTERNATIVES LISTED ON MNDOT'S APPROVED PRODUCTS LIST MAY BE SUBSTITUTED AT NO ADDITIONAL COST.
① ROCK LOG OR SANDBAG TO HOLD STANDPIPE AND ACT AS A SEAL BETWEEN RISER PIPE AND CULVERT.
② PLACE CULVERT APRON AND SLIDE TEMPORARY STANDPIPE INTO CSP OR RCP CULVERT.
③ ALL GEOTEXTILE USED FOR CULVERT PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS, MEETING SPEC. 3886 FOR MACHINE SLICED.
④ ROCK LOG OR RIP RAP TO HOLD STANDPIPE AND ACT AS A FILTER BETWEEN RISER PIPE AND CULVERT.
⑤ HEIGHT OVERFLOW NOT TO CAUSE FLOODING OF ROAD OR ADJACENT PROPERTIES.

REVISIONS
APPROVED: 2-28-2017
CHIEF ENVIRONMENTAL OFFICER

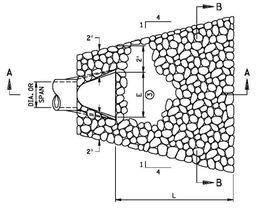
MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.405	8 OF 8
STATE DESIGN ENGINEER	APPROVED: 2-28-2017 REVISED:	TEMPORARY SEDIMENT CONTROL CULVERT END CONTROLS
STATE PROJ. NO.	(T.H.)	SHEET NO. OF SHEETS

TABLE OF QUANTITIES
RIPRAP AT RCP OUTLETS

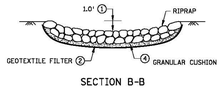
DIA. OF ROUND PIPE (IN.)	L (FT.)	CLASS II d_{50} = 6" GEO-TEXTILE FILTER (SQ.YD.)	CLASS II d_{50} = 6" GRANULAR FILTER UNDER APRON (CU.YD.)	CLASS II d_{50} = 6" 12" DEPTH RIPRAP (CU.YD.)	CLASS III d_{50} = 9" GEO-TEXTILE FILTER (SQ.YD.)	CLASS III d_{50} = 9" GRANULAR FILTER UNDER APRON (CU.YD.)	CLASS III d_{50} = 9" 18" DEPTH RIPRAP (CU.YD.)	CLASS IV d_{50} = 12" GEO-TEXTILE FILTER (SQ.YD.)	CLASS IV d_{50} = 12" GRANULAR FILTER UNDER APRON (CU.YD.)	CLASS IV d_{50} = 12" 24" DEPTH RIPRAP (CU.YD.)
12	8	18.9	0.2	3.0	19.6	0.3	4.4	22.6	0.3	5.9
15	8	18.0	0.2	3.2	20.8	0.3	4.8	23.9	0.4	6.4
18	10	22.4	0.3	4.3	25.6	0.4	6.4	29.0	0.5	8.5
21	10	24.1	0.4	4.7	27.4	0.6	7.1	30.9	0.7	9.4
24	12	29.7	0.5	6.2	33.4	0.8	9.2	37.3	1.0	12.3
27	12	31.4	0.6	6.6	35.2	0.9	9.9	39.2	1.2	13.2
30	14	37.4	0.8	8.2	41.6	1.1	12.3	46.0	1.5	16.4
36	16	45.9	1.1	10.6	50.5	1.6	15.8	55.4	2.1	21.1
42	18	52.8	1.2	12.5	57.8	1.7	18.7	63.0	2.3	24.9
48	20	61.1	1.5	14.8	66.5	2.2	22.2	72.0	2.9	29.6

TABLE OF QUANTITIES
RIPRAP AT RCP-A OUTLETS

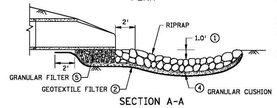
SPAN OF PIPE ARCH (IN.)	L (FT.)	CLASS II d_{50} = 6" GEO-TEXTILE FILTER (SQ.YD.)	CLASS II d_{50} = 6" GRANUL FILTER UNDER APRON (CU.YD.)	CLASS II d_{50} = 6" 12" DEPTH RIPRAP (CU.YD.)	CLASS III d_{50} = 9" GEO-TEXTILE FILTER (SQ.YD.)	CLASS III d_{50} = 9" GRANUL FILTER UNDER APRON (CU.YD.)	CLASS III d_{50} = 9" 18" DEPTH RIPRAP (CU.YD.)	CLASS IV d_{50} = 12" GEO-TEXTILE FILTER (SQ.YD.)	CLASS IV d_{50} = 12" GRANUL FILTER UNDER APRON (CU.YD.)	CLASS IV d_{50} = 12" 24" DEPTH RIPRAP (CU.YD.)
22	10	22.4	0.3	4.1	25.6	0.4	6.1	29.0	0.5	8.1
28	12	29.5	0.5	5.7	33.2	0.7	8.5	37.1	0.9	11.3
36	14	37.3	0.8	7.5	41.5	1.1	11.2	45.8	1.5	14.9
43	16	45.9	1.1	9.5	50.5	1.6	14.3	55.3	2.1	19.0
51	18	52.5	1.2	11.3	57.5	1.7	16.9	62.7	2.3	22.5
58	20	59.9	1.3	13.2	65.2	1.9	19.8	70.7	2.5	26.4



PLAN



SECTION B-B



SECTION A-A

NOTES:
REQUIREMENTS FOR GEOTEXTILE TYPE, RIPRAP SIZE AND THICKNESS WILL BE DESIGNATED IN THE PLANS.
PIPE SIZES LARGER THAN THOSE SHOWN REQUIRE A SPECIAL DESIGN.
① FOR PIPES GREATER THAN OR EQUAL TO 30", USE 1.5'.
② GEOTEXTILE FILTER, SPEC. 3733, SHALL COVER THE BOTTOM AND SIDES OF THE AREA EXCAVATED FOR THE RIPRAP, GRANULAR FILTER MATERIALS.
③ DIMENSION E IS GIVEN ON STANDARD PLATES 3100 AND 3110.
④ GRANULAR FILTER, SPEC. 3601, MAY BE USED AS A CUSHION LAYER. PLACE FILTER PER SPEC. 2511. THE CUSHION LAYER IS INCIDENTAL.
⑤ GRANULAR FILTER OR RIPRAP, SPEC. 3601, TO EXTEND UNDER ENTIRE OPEN PORTION OF PIPE APRON. DEPTH OF MATERIAL UNDER APRON SHALL MATCH RIPRAP DEPTH. WHEN USING RIPRAP INCREASE RIPRAP QUANTITY ACCORDINGLY AND PLACE A 3" LAYER OF 1.5" CRUSHED ROCK UNDER THE APRON TO AID IN GRADING FOR APRON PLACEMENT. CRUSHED ROCK IS INCIDENTAL.

APPROVED DECEMBER 9, 2013 STATE DESIGN ENGINEER	STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION RIPRAP AT RCP OUTLETS	SPECIFICATION REFERENCE 3100 3110 3601 3733 2511	STANDARD PLATE NO. 3133D

CONTOUR CIVIL DESIGN
8195 VERNON STREET, ROCKFORD, MN 55373
TEL: 612.730.2265 | WWW.CONTOURCD.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
NAME: JOSEPH T RADACH PE
SIGNATURE:
DATE: 05/26/23 LIC #: 45889

REVISIONS	ISSUE DATE: 05/26/23	BY: JTR
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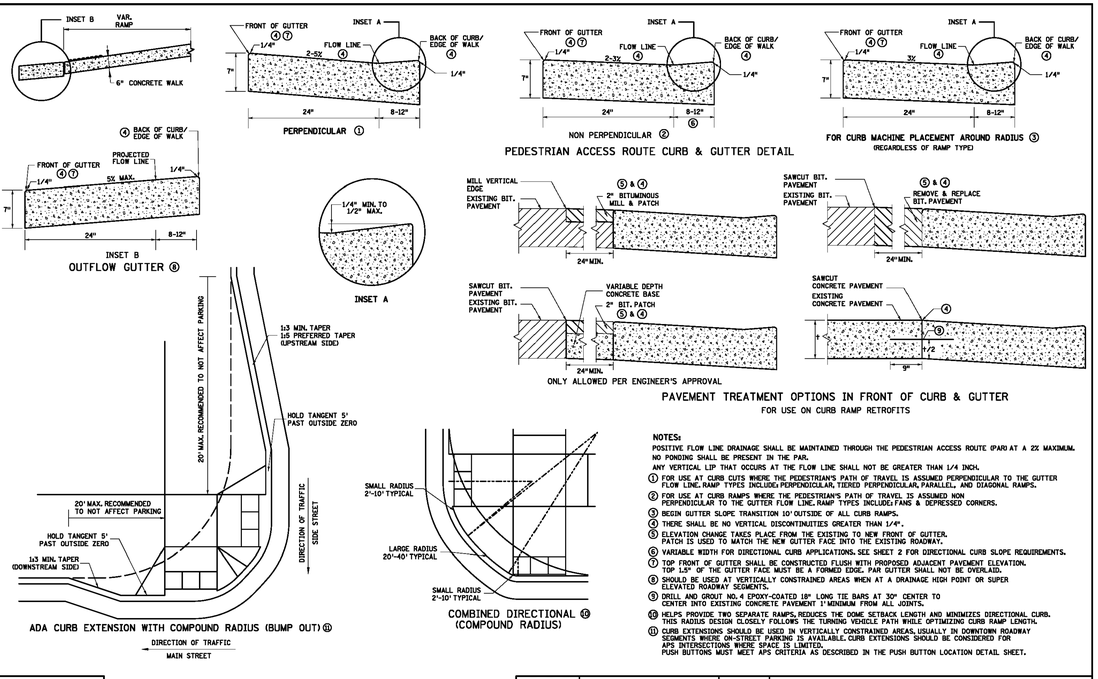
OWNER
DESIGNING EARTH CONTRACTING
18651 BUCHANAN STREET NE
EAST BETHEL, MN 55011

DETAILS

DESIGNING EARTH CONTRACTING
NEW OFFICE/SHOP
EAST BETHEL, MINNESOTA

SHEET NUMBER
C6.3

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NOTES:

POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM.
NO PONDING SHALL BE PRESENT IN THE PAR.
ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.

① FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMPS.

② FOR USE AT CURB RAMPS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS & DEPRESSED CORNERS.

③ BEGIN GUTTER SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMPS.

④ THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".

⑤ ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER.
PATCH IS USED TO MATCH THE NEW GUTTER FACE TO THE EXISTING ROADWAY.

⑥ VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS. SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.

⑦ TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION.
TOP 1.5" OF THE GUTTER FACE MUST BE A FORMED EDGE. PAR GUTTER SHALL NOT BE OVERLAID.

⑧ SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A DRAINAGE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.

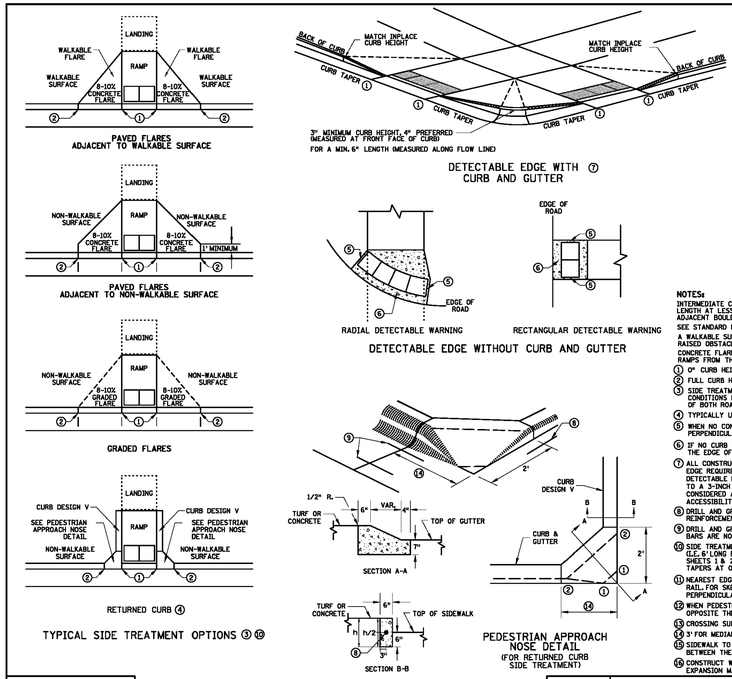
⑨ DRILL AND GROUT NO. 4 EPOXY-COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 1' MINIMUM FROM ALL JOINTS.

⑩ HELPS PROVIDE TWO SEPARATE RAMPS, REDUCES THE DOME SETBACK LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS RADIUS DESIGN CLOSELY FOLLOWS THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.

⑪ CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS, USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON-STREET PARKING IS AVAILABLE. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INTERSECTIONS WHERE SPACE IS LIMITED.
PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.

REVISIONS	
APPROVED: 11-04-2021	
OPERATIONS DIVISION	

MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.250	3 OF 6
THOMAS ANDERSON STATE CIVIL ENGINEER	APPROVED: 11-04-2021 REVISED:	PEDESTRIAN CURB RAMP DETAILS
STATE PROJ. NO.	(TH) SHEET NO. OF SHEETS	



NOTES:

INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT R-10X TO A MINIMUM 3 INCH CURB HEIGHT. INCREASE CURB TAPER LENGTH AT LESS THAN 8X OR REDUCE INTERMEDIATE CURB HEIGHT TO 2" INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

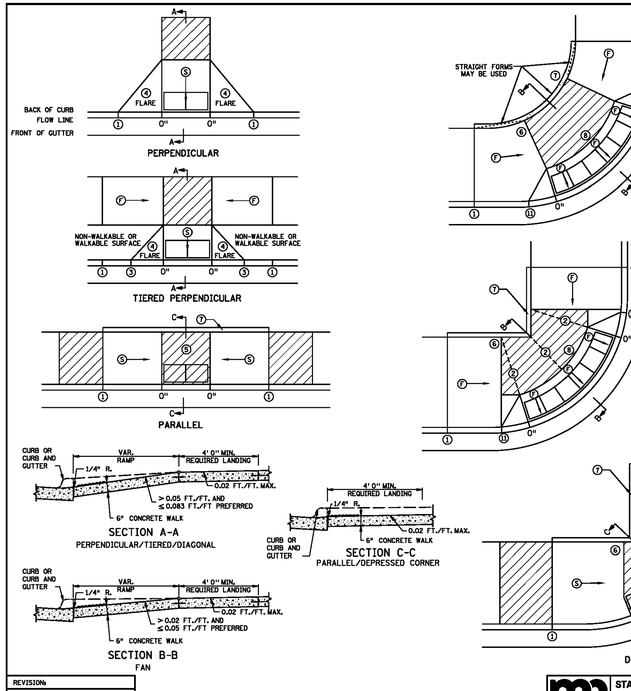
A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMPS FROM THE BACK OF CURB.

① 0" CURB HEIGHT. SEE INSET A ON SHEET 3 OF 6.
② FULL CURB HEIGHT.
③ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE, OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.
④ TYPICALLY USED FOR MEDIANS AND ISLANDS.
⑤ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" MAX. BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
⑥ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHARED-USE PATH TO PROVIDE VISUAL CONTRAST.
⑦ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS. AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.
⑧ DRILL AND GROUT 1 - NO. 4 12" LONG REINFORCEMENT BAR (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE V CURB.
⑨ DRILL AND GROUT 2 - NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE CURB AND GUTTER.
⑩ SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E. 6' LONG RAMP FOR 6" HIGH CURB). WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE BOULEVARD DRAINAGE. CONSTRUCT THESE TAPERS AT 2"-3" AT R-10X. THEN LESS THAN 3" CURB TO FULL CURB HEIGHT.
⑪ NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12" MINIMUM TO 15" MAXIMUM FROM THE NEAREST RAIL. FOR SKEWED RAILWAYS IN NO INSTANCE SHALL THE DETECTABLE WARNING BE CLOSER THAN 12" MEASURED PERPENDICULAR TO THE NEAREST RAIL.
⑫ WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 2' FROM THE APPROACHING SIDE OF THE GATE ARM. THIS CRITERIA GOVERNS OVER NOTE ⑪.
⑬ CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK ON SHARED-USE PATH.
⑭ 3' FOR MEDIANS AND SPLITTER ISLANDS. NOSE CAN BE REDUCED TO 2' ON FREE RIGHT ISLANDS.
⑮ SIDEWALK TO BE PLACED 8.75' MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.
⑯ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.

REVISIONS	
APPROVED: 11-04-2021	
OPERATIONS DIVISION	

MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.250	4 OF 6
THOMAS ANDERSON STATE CIVIL ENGINEER	APPROVED: 11-04-2021 REVISED:	PEDESTRIAN CURB RAMP DETAILS
STATE PROJ. NO.	(TH) SHEET NO. OF SHEETS	



NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2%.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 0' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THIS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISION (PROSECUTION OF WORK).

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPE TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.

WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.

① MATCH FULL HEIGHT CURB.
② 4' MINIMUM DEPTH LANDING REQUIRED ACROSS TOP OF RAMP.
③ 3" HIGH CURB WHEN USING A 3' LONG RAMP, 4" HIGH CURB WHEN USING A 4' LONG RAMP.
④ SEE SHEET 4 OF 6 FOR TYPICAL SIDE TREATMENT OPTIONS ON FLARES AND RETURNED CURBS.
⑤ DETECTABLE WARNINGS MAY BE PART OF THE 4' X 4' NON-LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.
⑥ THE GRADE BREAK SHALL BE PERPENDICULAR TO THE BACK OF WALK. THIS WILL ENSURE THAT THE GRADE BREAK IS PERPENDICULAR TO THE DIRECTION OF TRAVEL. (TYPICAL FOR ALL)
⑦ WHEN ADJACENT TO GRASS/GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
⑧ A 7' MIN TOP RADIUS GRADE BREAK IS REQUIRED TO BE CONSTRUCTIBLE.
⑨ PAVE FULL WALK WIDTH.
⑩ 8" SLOPES ON FANS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.
⑪ INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT R-10X TO A MINIMUM 3" CURB HEIGHT. REDUCE INTERMEDIATE CURB HEIGHT TO 2" INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

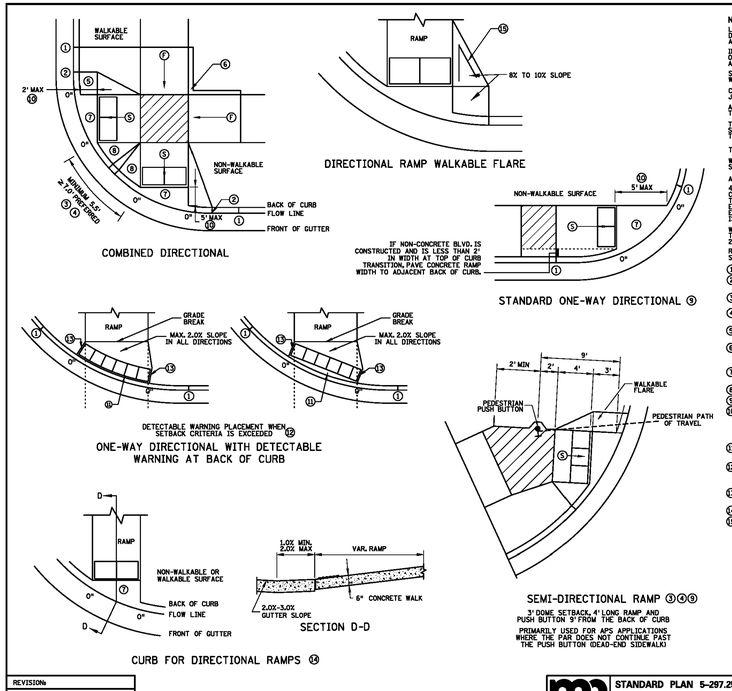
LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

- (S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
- (F) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.
- LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.
- X" CURB HEIGHT

REVISIONS	
APPROVED: 11-04-2021	
OPERATIONS DIVISION	

MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.250	1 OF 6
THOMAS ANDERSON STATE CIVIL ENGINEER	APPROVED: 11-04-2021 REVISED:	PEDESTRIAN CURB RAMP DETAILS
STATE PROJ. NO.	(TH) SHEET NO. OF SHEETS	



NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2%.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 0' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOP GRADE BREAK OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THIS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISION (PROSECUTION OF WORK).

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPE TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.

WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB. SEE NOTES ⑨ & ⑪ FOR INFORMATION REGARDING RECTANGULAR DETECTABLE WARNING PLACEMENT.

① MATCH FULL CURB HEIGHT.
② 3" HIGH CURB WHEN USING A 3' LONG RAMP
③ 4" HIGH CURB WHEN USING A 4' LONG RAMP.
④ 3' MINIMUM LENGTH (5.0' MIN. DISTANCE REQUIRED BETWEEN DOMES)
4" PREFERRED (7' MIN. DISTANCE REQUIRED BETWEEN DOMES).
⑤ THE 4' RAMP, IN BETWEEN THE RAMPS SHOWN IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMPS. IF THIS OCCURS MODIFY THE RAMP LOCATION OR SWITCH RAMP TO A FAN/DEPRESSED CORNER.
⑥ WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMPS AND ADJACENT TO A WALKABLE SURFACE, A DETECTABLE WARNING FLARE SHALL BE USED. SEE THE DETAIL ON THIS SHEET.
⑦ GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
⑧ MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.
⑨ 8% TO 10% WALKABLE FLARE.
⑩ PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.
⑪ FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. A RADIAL DETECTABLE WARNING FLARE SHALL BE USED WHEN ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.
⑫ RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. THIS SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.
⑬ FOR DIRECTIONAL RAMPS WITH THE DETECTABLE WARNINGS PLACED AT THE BACK OF CURB, THE DETECTABLE WARNINGS SHALL COVER THE ENTIRE WIDTH OF THE WALK/PATH. THIS ENSURES A DETECTABLE EDGE AND HELPS ELIMINATE THE CURB TAPER OBSTRUCTING THE PATH OF PEDESTRIAN TRAVEL.
⑭ THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
⑭ TO BE USED FOR ALL DIRECTIONAL RAMPS, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.
⑮ PLACE 2 NO. 4 BARS 6 INCHES FROM SIDE OF FORMS WITH A MINIMUM 2 INCHES OF CONCRETE COVER ALONG EACH SIDE OF FLARE (NICKED/METAL).

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

- (S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
- (F) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.
- LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.
- X" CURB HEIGHT

REVISIONS	
APPROVED: 11-04-2021	
OPERATIONS DIVISION	

MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.250	2 OF 6
THOMAS ANDERSON STATE CIVIL ENGINEER	APPROVED: 11-04-2021 REVISED:	PEDESTRIAN CURB RAMP DETAILS
STATE PROJ. NO.	(T.H.) SHEET NO. OF SHEETS	

CONTOUR CIVIL DESIGN
8195 VERNON STREET, ROCKFORD, MN 55373
TEL: 612.730.2265 | WWW.CONTOURCD.COM

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

NAME: JOSEPH T RADACH PE

SIGNATURE:

DATE: 05/26/23 LIC #: 45889

REVISIONS	ISSUE DATE: 05/26/23	BY: JTR
1.		
2.		
3.		
4.		
5.		
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OWNER

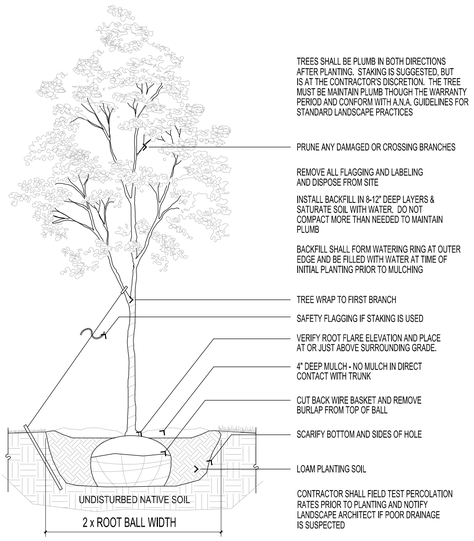
DESIGNING EARTH CONTRACTING
18651 BUCHANAN STREET NE
EAST BETHEL, MN 55011

DETAILS

DESIGNING EARTH CONTRACTING
NEW OFFICE/SHOP
EAST BETHEL, MINNESOTA

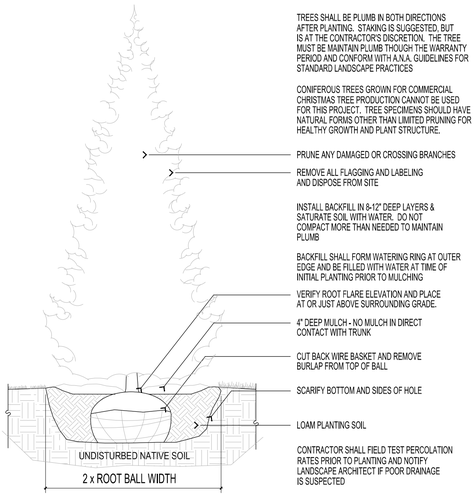
SHEET NUMBER
C6.4

05/26/23 c:\users\contour civil\dropbox\pc\desktop\contour_jobs\23007 - dec east bethel shop\cad\23007 dec east bethel shop.dwg



1 L1-1 DECIDUOUS TREE PLANTING DETAIL

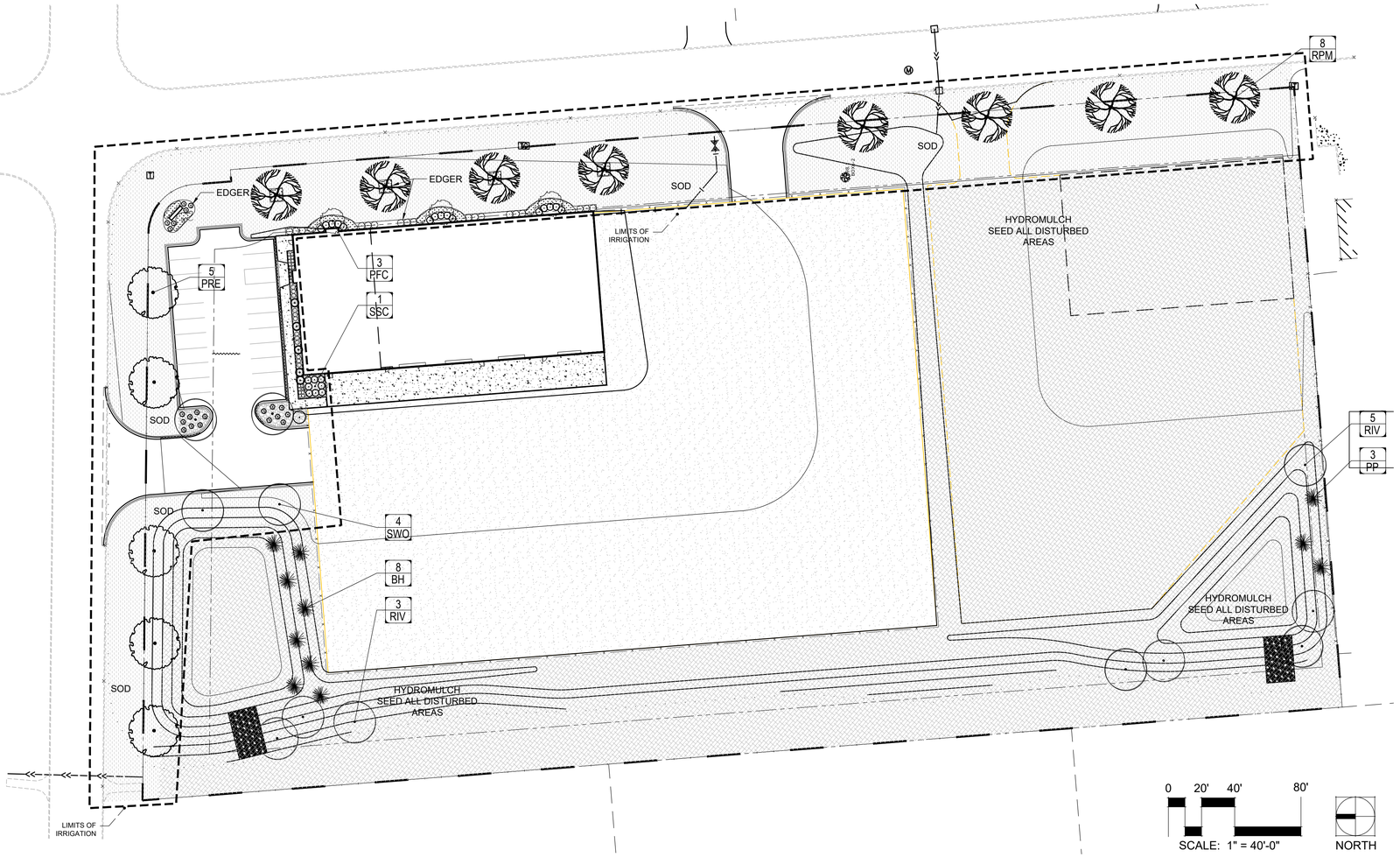
SCALE: 1/2" = 1'-0"



2 L1-1 CONIFEROUS TREE PLANTING DETAIL

SCALE: 1/2" = 1'-0"

PLANTING DETAILS:



OVERALL TREE PLANTING & LANDSCAPE PLAN:

GRAPHIC	MATERIAL	SPECIFICATION	NOTES
	ROCK MULCH	1.5" DIAMETER CRUSHED GRANITE ROCK MULCH OVER FILTER FABRIC	3" DEPTH
	GRANITE COBBLE	4-8" DIAMETER GRANITE COBBLE OVER FILTER FABRIC	6-8" DEPTH
	SOD	BLUEGRASS PEAT SOD ON AT LEAST 4" TOPSOIL	N/A
	SEED	COMMERICIAL TURF SEEDING - MNDOT MIX #25-131	200 LBS/ACRE

GROUNDCOVER SCHEDULE:

DECIDUOUS TREES						
PRE	5	PRINCETON ELM	Ulmus americana 'Princeton'	2.5" CAL	B&B	SINGLE STEM
RIV	8	RIVER BIRCH	Betula nigra	2.5" CAL	B&B	SINGLE STEM
RPM	8	REDPOINT MAPLE	Acer rubrum 'Redpoint'	2.5" CAL	B&B	SINGLE STEM
SWO	4	SWAMP WHITE OAK	Quercus bicolor	2.5" CAL	B&B	SINGLE STEM
ORNAMENTAL TREES						
ABS	-	AUTUMN BRILLIANCE SERVICEBERRY	Amelanchier x grandiflora 'Autumn Brilliance'	1.5" CAL	B&B	SINGLE STEM
JTL	-	JAPANESE TREE-LILAC	Syringa reticulata 'Ivory Silk'	1.5" CAL	B&B	SINGLE STEM
PFC	3	PRAIRIEFIRE CRABAPPLE	Malus x 'Prairiefire'	1.5" CAL	B&B	SINGLE STEM
RSC	-	RED SPLENDOR CRABAPPLE	Malus x 'Red Splendor'	1.5" CAL	B&B	SINGLE STEM
SSC	1	SPRING SNOW CRABAPPLE	Malus x ' Spring Snow'	1.5" CAL	B&B	SINGLE STEM
EVERGREEN TREES						
BH	8	BLACK HILLS SPRUCE	Picea glauca densata	6' HGT	B&B	FULL FORM
PP	3	PONDEROSA PINE	Pinus ponderosa	6' HGT	B&B	FULL FORM

TREE PLANTING SCHEDULE:

LANDSCAPE CALCULATIONS:

PER THE CITY OF EAST BETHEL LANDSCAPE ORDINANCE, REQUIRED LANDSCAPE QUANTITIES FOR THIS PROJECT ARE CALCULATED AS FOLLOWS:

1. TREE PLANTINGS:
   - ONE DECIDUOUS OR CONIFEROUS TREE PER 2,000 SF OF GROSS BUILDING AREA
   - 15,500 SF/2,000 = 7.75 TREES (ROUNDED UP TO 8)
2. UNDERSTORY SHRUB PLANTINGS:
   - ONE UNDERSTORY SHRUB PER 300 SF OF GROSS BUILDING AREA
   - 15,500 SF/300 = 51.7 SHRUBS (ROUNDED UP TO 52)
3. LANDSCAPING PROVIDED AS FOLLOWS:
   - DECIDUOUS OVERSTORY TREES = 25 TREES
   - CONIFEROUS TREES = 11 TREES
   - ORNAMENTAL TREES = 4 TREES
   - SHRUBS & ORNAMENTAL GRASSES = 68 SHRUBS
4. TREES WILL BE PLANTED AT THE MINIMUM SIZES AS SHOWN ON THE PLANT SCHEDULE. PROPOSED MINIMUM SIZES ARE:
   - 2.5" CAL. FOR DECIDUOUS TREES
   - 6' HEIGHT FOR CONIFEROUS TREES
   - 1.5" CAL. FOR ORNAMENTAL TREES
   - 24" HEIGHT FOR CONIFEROUS SHRUBS
   - 24" HEIGHT FOR DECIDUOS SHRUBS

Inside Outside Architecture Inc.

14165 James Road - Suite 200A
Rogers, MN 55374

Phone: 612-237-8355
www.insideoutsidearchitecture.com

Project Name:

DESIGNING EARTH CONTRACTING

East Bethel, Minnesota

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I hereby certify that this plan was prepared by me or undr my direct supervision and that I am Registered Landscape Architect under the laws of the State of Minnesota.

Name: Paul Cangas

Registration #: 26017

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

Signature:

Project #:	23-004
Date:	5-23-2023
Revision:	--
Drawn By:	PK
Checked By:	PK

Sheet Title:

LANDSCAPE PLAN

Sheet Number:

L1-1

THE CONTRACTOR SHALL:

VISIT SITE PRIOR TO SUBMITTING BID TO INSPECT INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE SCOPE OF WORK.

VERIFY THE LAYOUT AND ANY DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES THAT WOULD COMPROMISE THE DESIGN OR INTENT OF THE PROJECT LAYOUT.

ASSURE COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK OR MATERIALS SUPPLIED.

PROTECT ALL EXISTING FEATURES FROM DAMAGE DURING PLANTING OPERATIONS. ANY DAMAGE SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER.

CALL GOPHER-ONE TO VERIFY ALIGNMENT AND LOCATION OF ALL UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE PROTECTION FOR SAME BEFORE CONSTRUCTION BEGINS.

ESTABLISH TO THEIR SATISFACTION THAT SOIL AND COMPACTION CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AT AND AROUND THE BUILDING SITE.

UTILITIES, BACKGROUND INFORMATION, AND LAYOUT:

ALL UNDERGROUND UTILITIES SHALL BE LAID SO THAT TRENCHES DO NOT CUT THROUGH ROOT SYSTEMS OF ANY EXISTING TREES TO REMAIN. ADEQUATELY COMPACT ANY EXCAVATED AREAS TO AVOID FUTURE SETTLEMENT.

EXISTING CONTOURS, TRAILS, VEGETATION, CURB/GUTTER AND OTHER EXISTING ELEMENTS BASED UPON INFORMATION SUPPLIED TO LANDSCAPE ARCHITECT BY OTHERS. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF DISCREPANCIES THAT WOULD COMPROMISE THE DESIGN INTENT PRIOR TO BEGINNING CONSTRUCTION.

THE ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. ANY CHANGE IN ALIGNMENT MUST BE APPROVED BY LANDSCAPE ARCHITECT.

LANDSCAPE INSTALLATION AND PHASING:

COORDINATE THE LANDSCAPING AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.

NO PLANTINGS SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE PLANTING AREAS.

PLANT MATERIALS:

ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE NURSERY STOCK STANDARDS AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA).

PLANTS SHALL NOT BE STOCKPILED ON SITE ANY LONGER THAN NECESSARY AND SHALL HAVE ADEQUATE WATERING AT ALL TIMES PRIOR TO PLANTING. PLANTS THAT SHOW OBVIOUS SIGNS OF DISTRESS FROM HEAT, OR LACK OF WATER, SHALL NOT BE INSTALLED. ROOT BALLS FOR ALL TREES SHALL BE COVERED WITH MULCH WHILE AWAITING PLANTING.

UNLESS NOTED OTHERWISE, DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED SHRUB HEIGHT. ORNAMENTAL TREES SHALL HAVE NO 'V' CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' ABOVE THE ROOT FLARE. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE THE ROOT FLARE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL HAVE A FULL, NATURAL FORM CONSISTENT WITH THE SPECIES.

THE LANDSCAPE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF ANY DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. LANDSCAPE ARCHITECT MUST APPROVE ALL STAKING PRIOR TO ANY DIGGING.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT PRIOR TO THE SUBMISSION OF A BID AND/OR QUOTATION.

ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS ARE OCCASIONALLY NEEDED IN THE FIELD. SHOULD AN ADJUSTMENT BE REQUIRED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED IN ADVANCE TO DISCUSS AN ACCEPTABLE MODIFICATION..

ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH DRIED BONE MEAL, OTHER APPROVED FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS OR MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 0-20-20 OF 12 OZ PER 2.5" CALIPER PER TREE AND 6 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 10-10-10 THE FOLLOWING SPRING IN THE TREE SAUCER.

ALL PLANTING AREAS RECEIVING GROUND COVER, PERENNIALS, ANNUALS, AND/OR VINES SHALL RECEIVE A MINIMUM OF 8" DEPTH OF PLANTING SOIL CONSISTING OF AT LEAST 45 PARTS TOPSOIL, 45 PARTS PEA/COMPOST AND 10 PARTS SAND.

ALL PLANTS SHALL BE INSTALLED PER THE PLANTING DETAILS.

WRAPPING MATERIAL SHALL BE CORRUGATED PVC PIPING 1" GREATER IN CALIPER THAN THE TREE BEING PROTECTED OR QUALITY, HEAVY, WATERPROOF CREPE PAPER MANUFACTURED FOR TTHEIR PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.

IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR GUARANTEE, HE MUST BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND/OR INSTALLATION.

EDGING AND MAINTENANCE STRIPS:

BLACK POWDER COATED STEEL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS, AND ANNUALS WHERE BED MEETS SOD/SEED UNLESS NOTED OTHERWISE.

MAINTENANCE STRIPS SHALL HAVE EDGER AND MULCH AS SPECIFIED OR AS INDICATED ON DRAWINGS.

MULCHING:

ROCK MULCH OR COBBLE SHALL BE CLEAN AND FREE OF ANY SIGNIFICANT DIRT, SOIL, OR ORGANIC MATTER THAT WILL PROMOTE WEED GROWTH. HIGH QUALITY GEOTEXTILE FABRIC, WITH EDGES OVERLAPPED AT LEAST 12", SHALL BE PLACED UNDER ALL ROCK MULCH.

ALL SHRUB BED MASSES SHALL RECEIVE 3" COMPACTED DEPTH LAYER OF BROWN SHREDDED WOOD MULCH WITH A UNIFORM TREATMENT OF PRE-EMERGENT HERBICIDE (PREEN OR EQUAL) APPLIED PRIOR TO MULCHING.

ALL PERENNIAL PLANTING BEDS SHALL RECEIVE 3" COMPACTED DEPTH LAYER OF BROWN SHREDDED WOOD MULCH WITH A UNIFORM TREATMENT OF PRE-EMERGENT HERBICIDE (PREEN OR EQUAL) APPLIED PRIOR TO MULCHING.

ALL TREES SHALL HAVE A MULCH RING (MINIMUM 48" DIAMETER) OF 4" DEEP SHREDDED HARDWOOD MULCH WITH NONE IN DIRECT CONTACT WITH TREE TRUNK.

SPREAD GRANULAR PRE EMERGENT HERBICIDE (PREEN OR EQUAL) PER MANUFACTURER'S RECOMMENDED RATES UNDER ALL MULCHED AREAS INCLUDING TREE MULCH RINGS.

IRRIGATION:

VERIFY EXISTING/PROPOSED IRRIGATION SYSTEM LAYOUT AND CONFIRM LIMITS OF IRRIGATION PRIOR TO SUPPLYING SHOP DRAWINGS.

UNLESS SPECIFICALLY NOTED OTHERWISE, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION LAYOUT PLAN AND SHOP DRAWING AS A PART OF THE SCOPE OF WORK WHEN BIDDING. THE IRRIGATION SHOP DRAWINGS SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDERING MATERIALS OR INSTALLATION.

THE LANDSCAPE CONTRACTOR SHALL INSURE THAT ALL SODDED/SEEDED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND ABUTTING BUILDING FOUNDATION.

TURF OR OTHER SEEDED AREAS SHALL BE ON DIFFERENT ZONES THAN PLANTING BEDS IN ORDER TO CONTROL WATER FLOW TO DIFFERING PLANT SPECIES.

IRRIGATION TRENCHES SHALL BE ADEQUATELY COMPACTED TO AVOID SETTLEMENT IN THE FUTURE.

THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH A WATERING/LAWN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIAL GROWTH REQUIREMENTS.

SEEDING AND SODDING:

SEED ALL AREAS DISTURBED DUE TO GRADING OTHER THAN THOSE AREAS NOTED TO RECEIVE SOD. SEED SHALL BE INSTALLED AND MULCHED PER MNDOT SPECS UNLESS OTHERWISE NOTED.

ALL SEEDED AREAS WITH SLOPES STEEPER THAN 4:1 SHALL HAVE STRAW MAT, OR OTHER SUITABLE EROSION CONTROL METHODS, IN PLACE IMMEDIATELY AFTER SEEDING.

WHERE SOD OR SEED ABUTS A PAVED SURFACE, FINISHED GRADE SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.

SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. SOD MUST BE STAKED WITH WOOD LATH OR METAL STAKES ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES.

CALENDAR OR CLIMATIC RESTRICTIONS:

THE PREFERRED SODDING WINDOW IS FROM AUGUST 15th - OCTOBER 15th. HOWEVER, SOD MAY BE INSTALLED AT ANY TIME PROVIDED ADEQUATE IRRIGATION COVERAGE IS AVAILABLE. IF NO IRRIGATION IS AVAILABLE, THE CONTRACTOR IS RESPONSIBLE FOR SUPPLEMENTAL WATERING AS NEEDED FOR SOD ESTABLISHMENT.
THE PREFERRED FALL SEEDING WINDOW, FOR SITES WITHOUT IRRIGATION, IS FROM AUGUST 15th - SEPTEMBER 15th.

DORMANT SEEDING MAY OCCUR AFTER SOIL TEMPERATURES ARE CONSISTENTLY BELOW 45 DEGREES AND SHOULD GENERALLY NOT OCCUR PRIOR TO NOVEMBER 1st.

LANDSCAPE PLANTING SHOULD GENERALLY OCCUR FROM MAY 1st - JUNE 15th OR FROM SEPTEMBER 1st - OCTOBER 15th. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED, BUT CAN OCCUR WITH PROPER CARE OF NURSERY STOCK ON SITE AND WITH AMPLE WATERING.

PLANTING SHALL NOT OCCUR IF TEMPERATURES ARE HIGHER THAN 85 F. DEGREES, OR IF WINDS EXCEED 15 MPH DURING PLANTING OPERATIONS.

PROTECT ALL EXISTING OAKS ON SITE SCHEDULED TO REMAIN. IF EXISTING OAKS ARE DAMAGED IN ANY MANOR, ABOVE OR BELOW GROUND IN THE ROOT SYSTEM, AN ASPHALTIC TREE PRUNING PAINT SHOULD BE APPLIED IMMEDIATELY AFTER WOUNDING. OAKS ARE NOT TO BE PRUNED, REMOVED OR TRANSPLANTED BETWEEN APRIL 15th AND JULY 1st.

OWNER ACCEPTANCE AND WARRANTY REQUIREMENTS

THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.

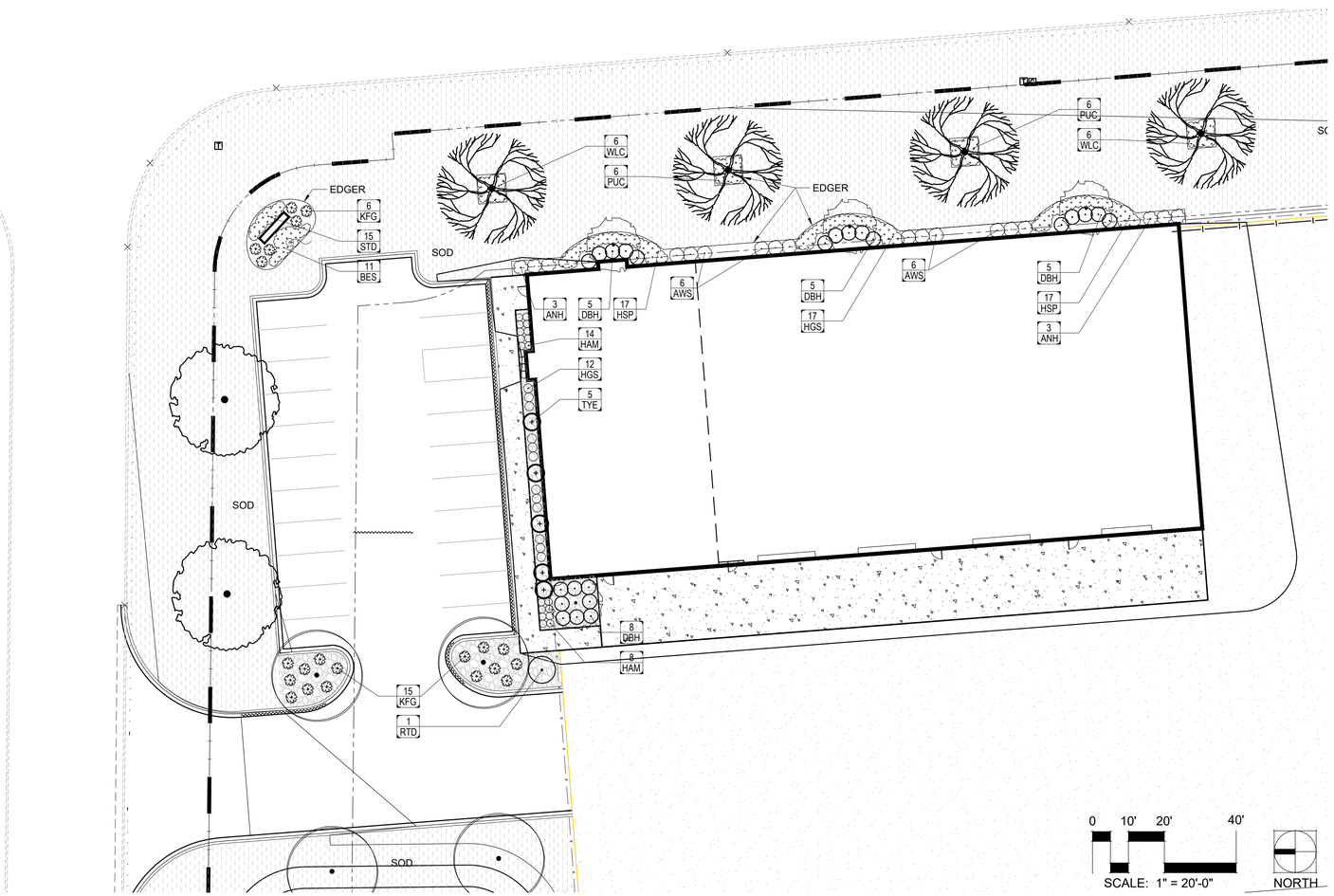
THE CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE/PEST CONTROL.

AT A MINIMUM, THE CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE. THE WARRANTY (INCLUDINGT AT LEAST ONE FULL GROWING SEASON) FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. PARTIAL ACCEPTANCE WILL NOT BE CONSIDERED.

REPRODUCIBLE AS-BUILT DRAWING(S) OF ALL LANDSCAPE INSTALLATION AND SITE IMPROVEMENTS UPON COMPLETION OF CONSTRUCTION INSTALLATION AND PRIOR TO PROJECT ACCEPTANCE.

PLANTING NOTES:



SHRUB & PERENNIAL PLANTING PLAN:

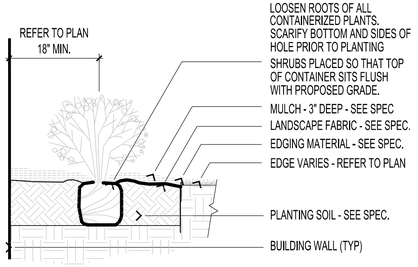
GRAPHIC	MATERIAL	SPECIFICATION	NOTES
	ROCK MULCH	1.5" DIAMETER CRUSHED GRANITE ROCK MULCH OVER FILTER FABRIC	3" DEPTH
	GRANITE COBBLE	4-8" DIAMETER GRANITE COBBLE OVER FILTER FABRIC	6-8" DEPTH
	SOD	BLUEGRASS PEAT SOD ON AT LEAST 4" TOPSOIL	N/A

GROUNDCOVER SCHEDULE:

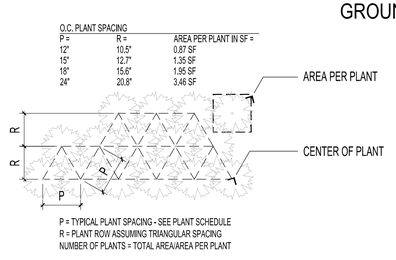
SYM	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	CONT	COMMENTS
DECIDUOUS SHRUBS						
ANH	6	ANNABELLE HYDRANGEA	Hydrangea arborescens 'Annabelle'	24" HGT	POT	4' O.C.
AWS	12	ANTHONY WATERER SPIREA	Spiraea x bumalda 'Anthony Waterer'	24" HGT	POT	4' O.C.
DBH	23	DWARF BUSH HONEYSUCKLE	Diervilla lonicera	24" HGT	POT	4' O.C.
MKL	-	MISS KIM LILAC	Syringa patula 'Miss Kim'	24" HGT	POT	5' O.C.
RTD	1	RED TWIGGED DOGWOOD	Cornus sericea 'Bailadeline'	24" HGT	POT	4' O.C.
CONIFEROUS SHRUBS						
ARJ	-	ARCADIA JUNIPER	Juniperus sabina 'Arcadia'	3 GAL	POT	5' O.C.
DFJ	-	DAUB'S FROSTED JUNIPER	Juniperus chinensis 'Daub's Frosted'	3 GAL	POT	5' O.C.
TYE	5	TAUNTON YEW	Taunton x media 'Taunton'	3 GAL	POT	5' O.C.
PERENNIALS AND GRASSES						
AJS	-	AUTUMN JOY SEDUM	Sedum x 'Autumn Joy'	1 GAL	POT	24" O.C.
BES	11	BLACK EYED SUSAN	Rudbeckia goldsturm	1 GAL	POT	24" O.C.
HAM	22	HOSTA - VARIEGATED	Hosta x 'Alba Marginata'	1 GAL	POT	24" O.C.
HGS	29	HOSTA - GOLD STANDARD	Hosta x 'Gold Standard'	1 GAL	POT	24" O.C.
HSP	34	HOSTA - SUN POWER	Hosta x 'Sun Power"	1 GAL	POT	30" O.C.
KFG	21	KARL FOERSTER GRASS	Calamagrostis x acutiflora 'Karl Foerster'	2 GAL	POT	24" O.C.
PUC	12	PURPLE CONEFLOWER	Echinacea purpurea	1 GAL	POT	24" O.C.
STD	15	STELLA d' ORO DAYLILY	Hemerocallis x 'Stella d' Oro'	1 GAL	POT	18" O.C.
WLC	12	WALKER'S LOW CATMINT	Nepeta faassenii 'Walker's Low'	1 GAL	POT	30" O.C.

PLANTING SCHEDULE (THIS PAGE ONLY):

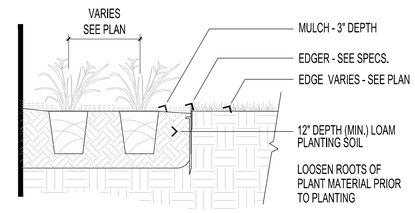
PLANTING DETAILS:



1 L1-2 SHRUB PLANTING DETAIL
SCALE: 3/4" = 1'-0"



2 L1-2 PERENNIAL SPACING GUIDELINES
SCALE: 3/4" = 1'-0"



3 L1-2 PERENNIAL PLANTING
SCALE: 3/4" = 1'-0"

Inside Outside Architecture Inc.
14165 James Road - Suite 200A
Rogers, MN 55374
Phone: 612-237-8355
www.insideoutsidearchitecture.com

Project Name:
DESIGNING EARTH CONTRACTING

East Bethel, Minnesota

COPYRIGHT 2023 ©
This plan is copyrighted and shall be used only for the project shown and shall not be copied or reproduced without written permission from Inside Outside Architecture, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a Registered Landscape Architect under the laws of the State of Minnesota.
Name: Paul Pangas
Registration #: 26017
PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION
Signature:

Project #:	23-004
Date:	5-23-2023
Revision:	
	--
Drawn By:	PK
Checked By:	PK

Sheet Title:
LANDSCAPE ENLARGEMENT

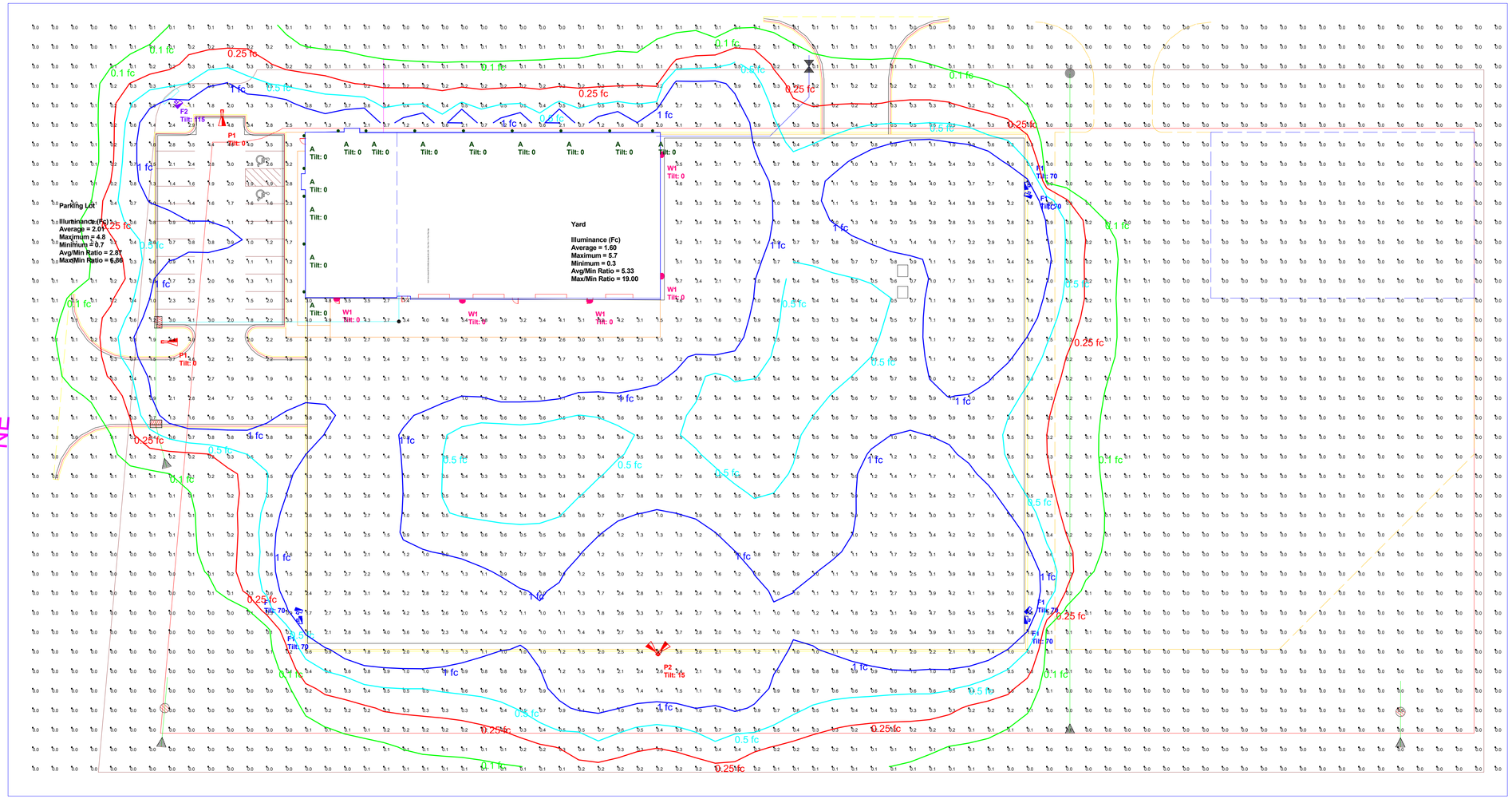
Sheet Number:
L1-2

Luminaire Schedule						
Symbol	Qty	Label	Mounting Height	Lum. Watts	LLF	Description
	13	A	9	20	0.900	KLP-UD-T4-16L-35-40K7
	6	F1	30	205	0.900	NV-1-N30º-64L-1-40K
	1	F2	30	45	0.080	NVF-85-16-45W-XX
	2	P1	22	136	0.900	NV-1-T4-64L-7-40K-UNV
	1	P2	30	136	0.900	NV-1-T4-64L-7-40K-UNV
	5	W1	18	100.1	0.900	NV-W-T4-32L-1A-40K7

Calculation Summary						
Project: Calculations						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Fc	2.01	4.8	0.7	2.87	6.86
Yard	Fc	1.60	5.7	0.3	5.33	19.00

ULYSSES ST NE

187TH LANE NE



DISCLAIMER: Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in LEDs and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping or any other architectural elements unless noted.

Fixture nomenclature to be finalized by engineer and/or architect. This drawings is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

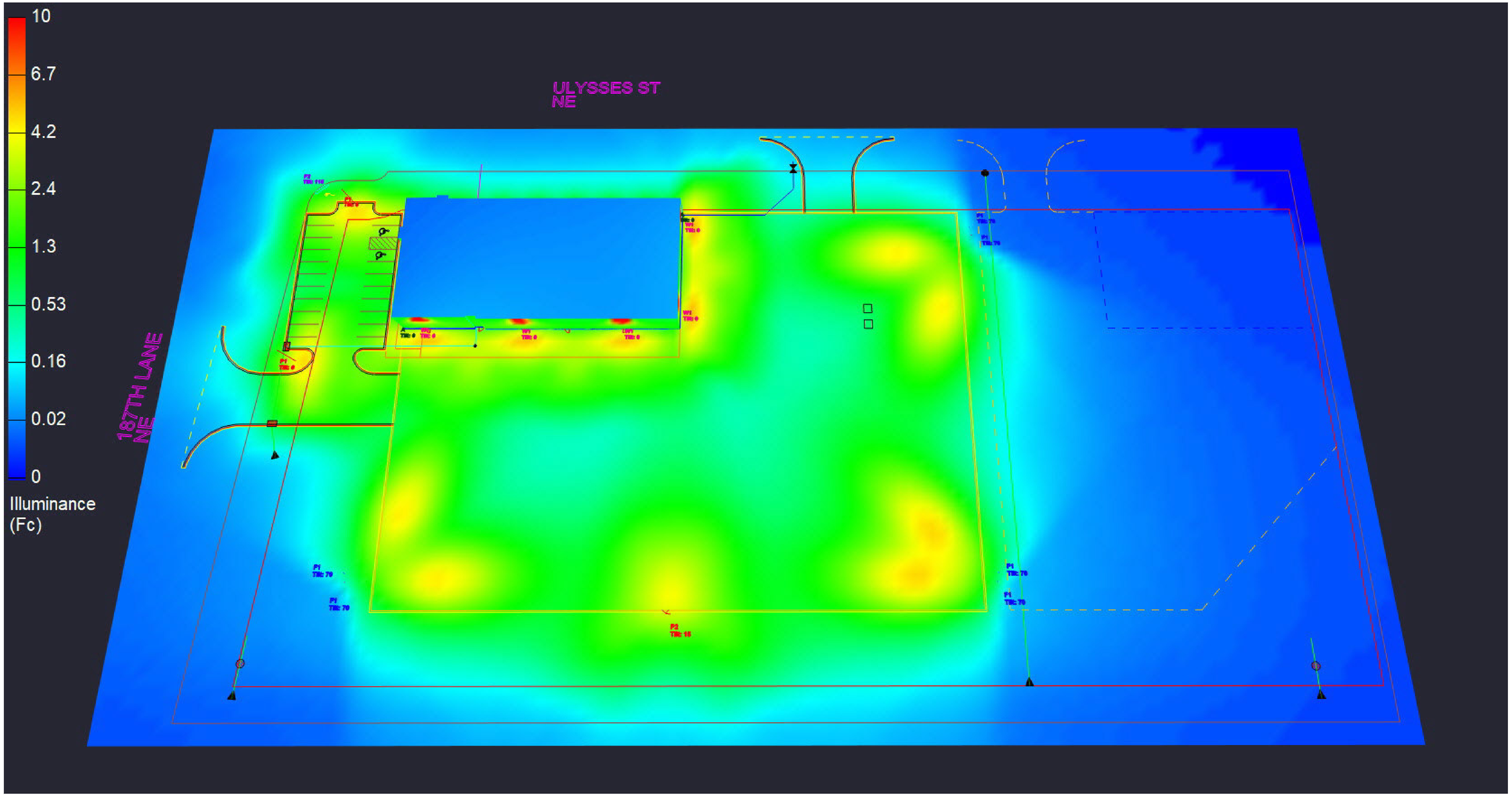
Illuminated Design Service

PULSE never ordinary

Designed By: K. Tomczak
Checked By: Rob Chasse
Date:5/24/2023
Scale:

DEC Building

EAST BETHEL, MN



DISCLAIMER: Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in LEDs and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping or any other architectural elements unless noted.

Fixture nomenclature to be finalized by engineer and/or architect. This drawings is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

Illuminated Design Service

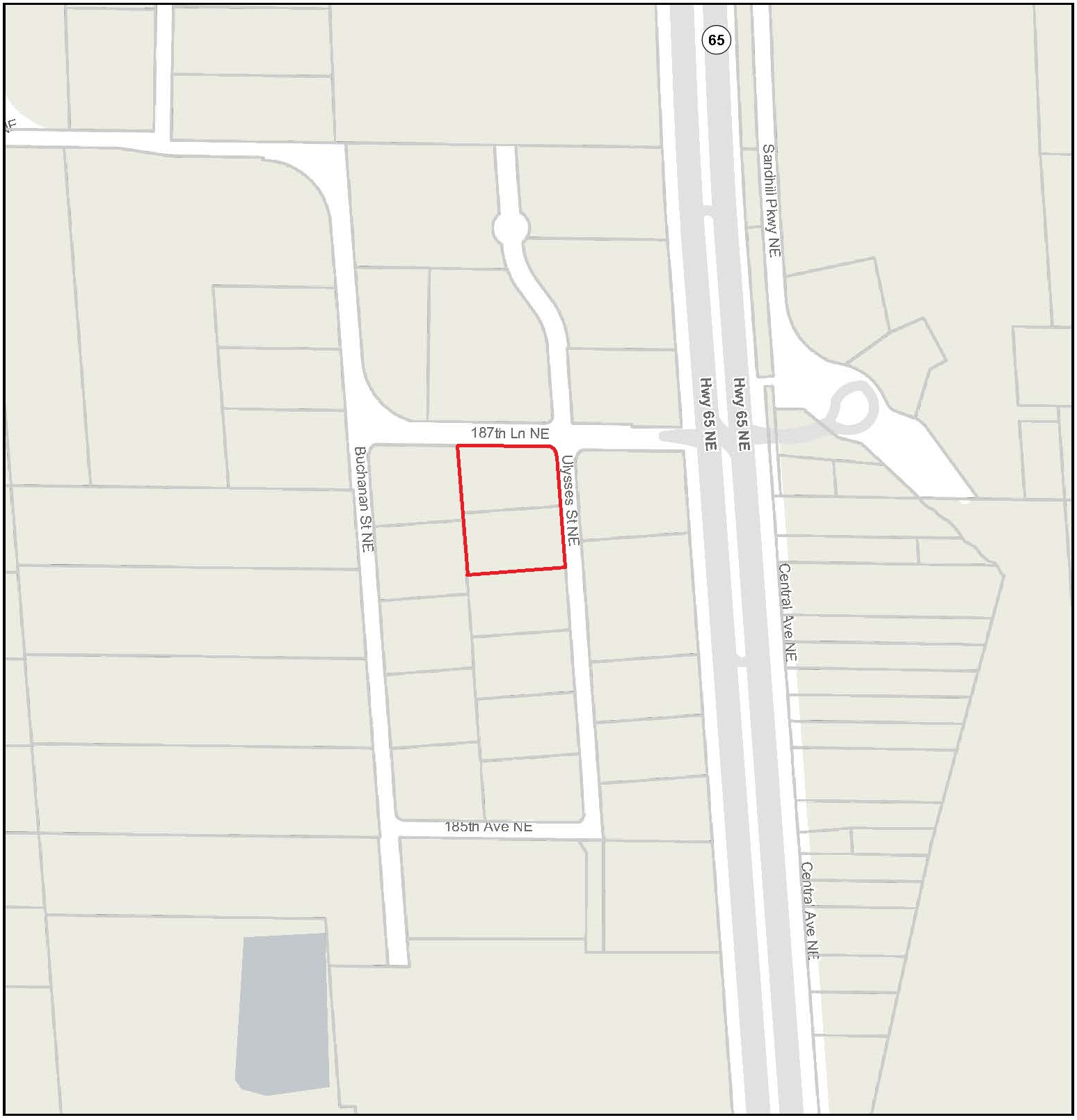
PULSE never ordinary

Designed By: K. Tomczak
Checked By: Rob Chasse
Date:5/24/2023
Scale:

DEC Building

EAST BETHEL, MN

Location Map - DEC



1 inch equals 505 feet

Parcels

City Mask

East City of Bethel

N

June 9, 2023

Map Powered By DataLink

wsb

187th & Ulyssess St NE



1 inch equals 252 feet

Wetlands

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine
- Parcels
- City Mask

City of East Bethel

N

April 5, 2023

Map Powered By DataLink

wsb

City of East Bethel
City Council Meeting
Agenda Item Information

Date: July 10, 2023

Agenda Item Number: 7.0 A2

Agenda Item: Public Hearing: 1282 187th Ln NE - Vacation of Drainage and Utility Easement, Sauter's Commercial Park.

Requested Action: Hold a public hearing and consider approval to vacate a Drainage and Utility Easement between Lot 11, Block 1, Sauter's Commercial Park, Anoka County, Minnesota; & Lot 10, Block 1, Sauter's Commercial Park, Anoka County, Minnesota. Now assigned the address of 1282 187th Ln NE Cedar, MN 55011.

Background Information: On May 15, 2023, City Staff received an application from Designing Earth Contraction, Inc. requesting the vacation of Drainage and Utility Easements located on two lots they had purchased for the future construction of a headquarters for their Construction, Trade, and Service Business facility.

The Final Plat of Sauter's Commercial Park, filed on July 27, 1990, dedicated standard 10 foot wide drainage and/or utility easements along adjoining lot lines for each lot throughout the commercial park.

City Staff have review the request and find it appropriate for the applicant to adjoin the two parcels of property by removing the dedicated easement for future construction.

During the Site Plan Review the City Engineer and Public Works Director were supportive of the easement vacation.

Recommendation: Staff is requesting that City Council hold a public hearing and consider the approval to vacate the drainage and utility easement located between Lot 11, Block 1, Sauter's Commercial Park, Anoka County, Minnesota; & Lot 10, Block 1, Sauter's Commercial Park, Anoka County, Minnesota, with the conditions set forth in attached Resolution 2023-53.

Attachments:

1. Resolution 2023 - 53, a Resolution granting the vacation a Drainage and Utility Easement at 1282 187th Ln NE, Cedar, MN 55011.
2. Location Map
3. Sauter's Commercial Plat, Approved June 1990
4. Certificate of Survey for 1282 187th Ln NE, Cedar, MN 55011
5. 1282 187th Ln NE - Vacation Exhibit

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA

RESOLUTION NO. 2023-53

A RESOLUTION APPROVING THE VACATION OF A DRAINAGE AND UTILITY EASEMENT ON LOTS 10 AND 11 OF BLOCK 1 OF SAUTER'S COMMERCIAL PARK.

LEGALLY DESCRIBED AS:

Lot 11, Block 1, Sauter's Commercial Park, Anoka County, Minnesota; & Lot 10, Block 1, Sauter's Commercial Park, Anoka County, Minnesota

WHEREAS, on May 15, 2023, Designing Earth Contracting, Inc., the owners of the described property, have made application to vacate the drainage and utility easement on the described property; and

WHEREAS, the owner requested that the drainage and utility easement be vacated as follows:

All of the drainage and utility easement, as created and dedicated in SAUTER'S COMMERCIAL PARK, according to the recorded plat thereof, Anoka County, Minnesota, embraced within that part of the South 10.00 feet of Lot 11, Block 1, said SAUTER'S COMMERCIAL PARK, which lies West of the East 10.00 and which lies East of the West 20.00 feet of said Lot 11.

AND

All of the drainage and utility easement, as created and dedicated in SAUTER'S COMMERCIAL PARK, according to the recorded plat thereof, Anoka County, Minnesota, embraced within that part of the North 10.00 feet of Lot 10, Block 1, said SAUTER'S COMMERCIAL PARK, which lies West of the East 10.00 and which lies East of the West 20.00 feet of said Lot 10.

WHEREAS, the proposed vacation area is illustrated on the attached Exhibit A; and

WHEREAS, the City Council finds the request would not have a detrimental effect upon the health, safety, moral, and general welfare of the City of East Bethel; and

WHEREAS, pursuant to published and mailed notices as required by Minn. Stat. Sec. 412.851, a public hearing was be held on Monday, July 10, 2023 at 7:00 p.m. at the City Hall, City of East Bethel, 2241 - 221st Avenue N.E., East Bethel, MN 55011-9631.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby grants the vacation of the drainage and utility easement over the above legal description, as dedicated in the plat of Sauter's Commercial Park on file and of record in the office of the County Recorder, Anoka County, Minnesota.

1. This resolution shall be recorded with Anoka County, Minnesota.

Adopted this 10th day of July, 2023 by the City Council of the City of East Bethel.

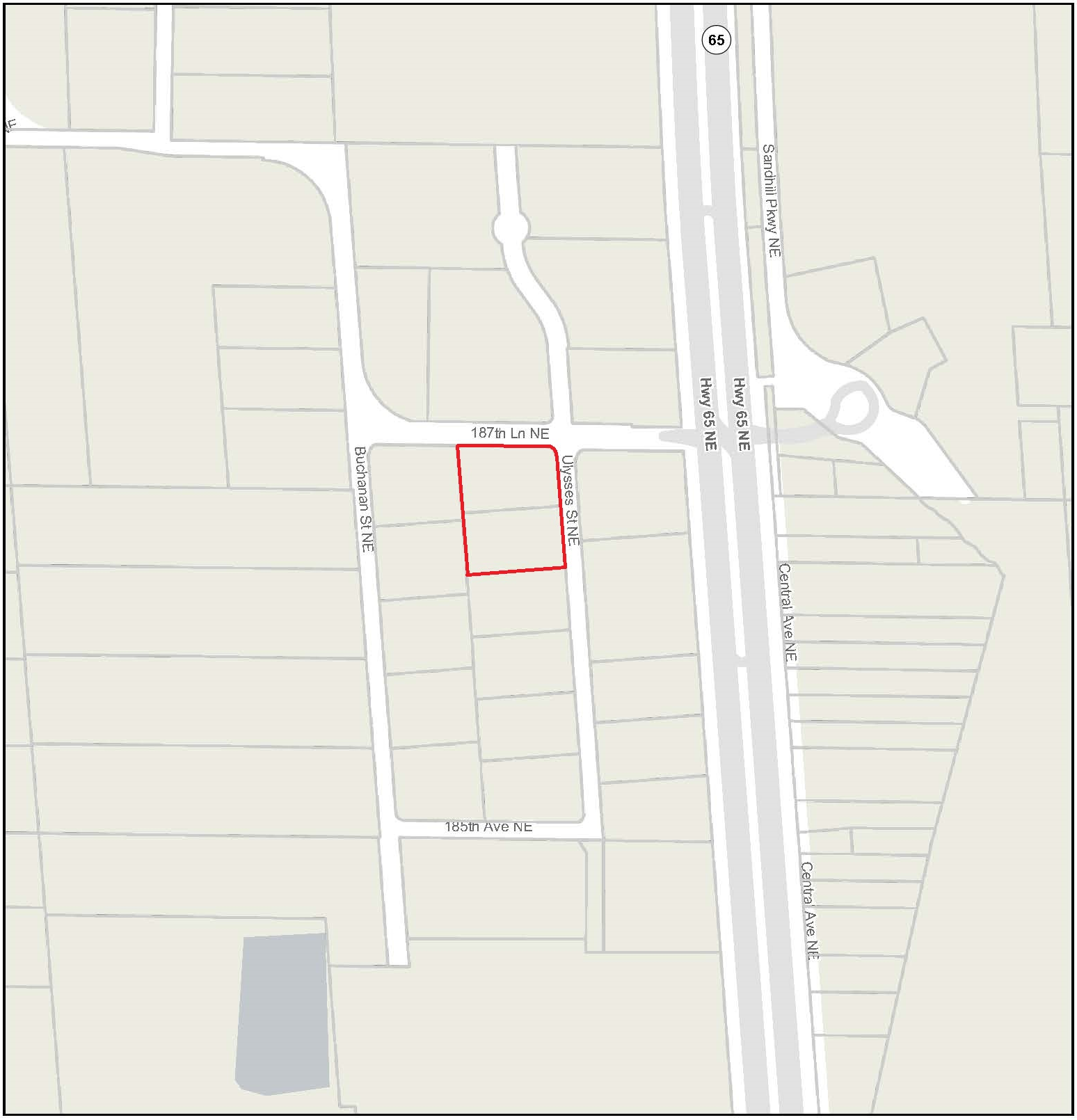
CITY OF EAST BETHEL

_____
Kevin Lewis, Mayor

ATTEST:

_____
Jack Davis, City Clerk

Location Map - DEC



1 inch equals 505 feet

Parcels

City Mask

East City of Bethel

N

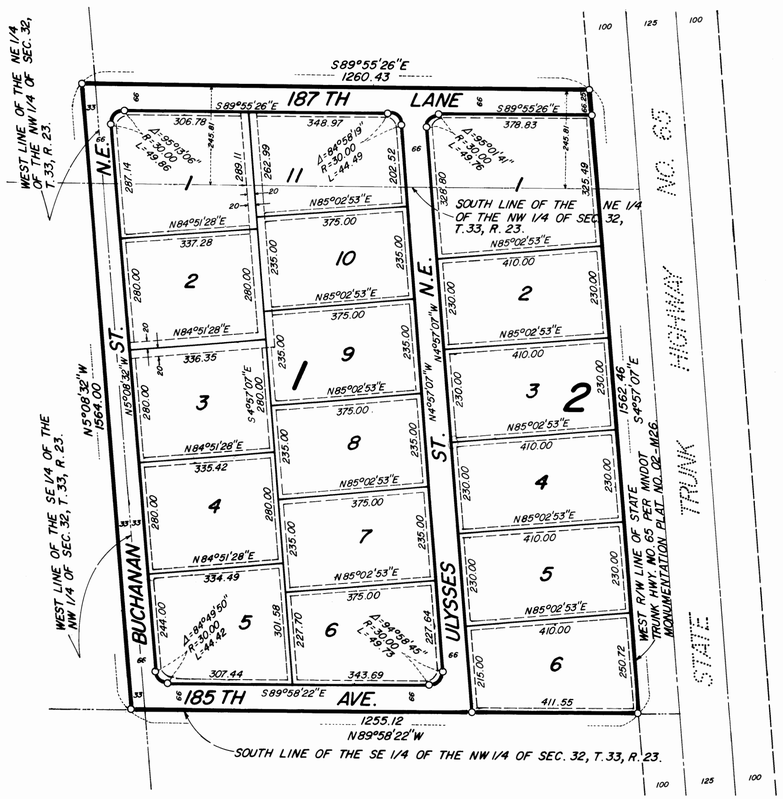
June 9, 2023

Map Powered By DataLink

wsb

SAUTER'S COMMERCIAL PARK

CITY OF EAST BETHEL — COUNTY OF ANOKA



NOTE:

FOR THE PURPOSES OF THIS PLAT, THE SOUTH LINE OF THE SE 1/4 OF THE NW 1/4 OF SEC. 32, T.33, R.23, IS ASSUMED TO BEAR N89°58'22"W.

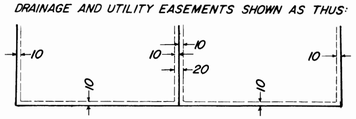
○ DENOTES 1/2 INCH IRON PIPE SET

SCALE IN FEET

0 200 400 600 800

SCALE: 1 INCH = 200 FEET

DRAINAGE AND UTILITY EASEMENTS SHOWN AS THUS:



BEING 10 FEET IN WIDTH AND ADJOINING ALL LOT LINES, UNLESS OTHERWISE SHOWN.

KNOW ALL PERSONS BY THESE PRESENTS: That Walton C. Sauter and Edythe M. Sauter, husband and wife, owners and proprietors, and The Northern Bank, a Minnesota corporation, mortgagee of the following described property situated in the County of Anoka, State of Minnesota, to-wit:

That part of the Southeast Quarter of the Northwest Quarter of Section 32, Township 33, Range 23, Anoka County, Minnesota, lying west of State Trunk Highway No. 65, as per MINNESOTA DEPARTMENT OF TRANSPORTATION MONUMENTATION PLAT NO. 02-M26, and that part of the south 245.81 feet of the Northeast Quarter of the Northwest Quarter of said Section 32 lying west of said State Trunk Highway No. 65, and the east 33.00 feet of the 245.81 feet of the Northwest Quarter of the Northwest Quarter of said Section 32 and the east 33.00 feet of the Southwest Quarter of the Northwest Quarter of said Section 32.

Have caused the same to be surveyed and platted as SAUTER'S COMMERCIAL PARK and do hereby donate and dedicate to the public for public use forever the Avenue, Lane and Streets as shown on the plat. Also dedicating the drainage and/or utility easements as shown on the plat. In witness whereof said Walton C. Sauter and Edythe M. Sauter, have hereunto set their hands this 27th day of July, 1990. Also in witness whereof said The Northern Bank has caused these presents to be signed by its proper officers this 26th day of July, 1990.

SIGNED:

Walton C Sauter
Walton C. Sauter

Edythe M. Sauter
Edythe M. Sauter

THE NORTHERN BANK:

Name: Larry L Bowen, Title: SVP

Name: Phyllis A. Zunker, Title: AVP

STATE OF MINNESOTA)
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 27th day of July, 1990, by Walton C. Sauter and Edythe M. Sauter, husband and wife.

MARY BAKKEN
NOTARY PUBLIC - MINNESOTA
ANOKA COUNTY

Mary Bakken
Notary Public County, Minnesota
My Commission expires

STATE OF MINNESOTA)
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 26 day of July, 1990, by LARRY L. BOWEN, SVP and Phyllis A. Zunker, AVP of The Northern Bank, a Minnesota corporation, on behalf of the corporation.

SHARON KNOX
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Sept. 17, 1991

Sharon Knox
Notary Public, Hennepin County, Minnesota
My Commission expires 9-17-91

I hereby certify that I have surveyed and platted the land described in the dedication on this plat as SAUTER'S COMMERCIAL PARK; that the plat is a correct representation of said survey; that all distances are correctly shown on said plat in feet and hundredths of a foot; that the monuments have been correctly placed in the ground as shown; that the outside boundaries are correctly designated on said plat; and that there are no wet lands or public highways to be designated on said plat other than as shown thereon.

Jeffrey N. Caine
Jeffrey N. Caine, Registered Land Surveyor
Minnesota Registration No. 12251

STATE OF MINNESOTA)
COUNTY OF ANOKA)

The surveyors certificate was acknowledged before me, a Notary Public, this 24th day of July, 1990, by Jeffrey N. Caine, Land Surveyor.

Nancy L. Caine
Notary Public, Anoka County, Minnesota
My Commission expires 9-22-92

CITY OF EAST BETHEL

We hereby certify that the City Council of the City of East Bethel, Anoka County, Minnesota, duly accepted and approved the plat of SAUTER'S COMMERCIAL PARK at a regular meeting held this 6th day of July, 1990. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the city or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minn. Statutes, Section 505.03, Subd. 2.

By Douglas J Mongeau Jr Acting Mayor

By Sharon Anderson Clerk

Checked and approved this 27th day of July, 1990.

by Mark D. Anderson
Anoka County Surveyor

I HEREBY CERTIFY THAT THE TAXES PAYABLE IN THE YEAR 1990 ON THE LANDS DESCRIBED WITHIN ARE PAID

Donald C. Bagley
Anoka County Treasurer
2 Heaney - Deputy

NO DELINQUENT TAXES AND TRANSFER ENTERED
July 27, 1990
Charles R. Rogeboe
Auditor Anoka County
By Sharon S. Reiner
Deputy

901859

OFFICE OF COUNTY RECORDER
STATE OF MINNESOTA COUNTY OF ANOKA
I hereby certify that the within instrument was filed in this office for record
on the JUL 27 A.D. 1990
at 3 o'clock P.M. and was duly recorded
in Book 42 of Plats Page 29
Ted J. Arendell
County Recorder
By Sheila Kay Egr
Deputy

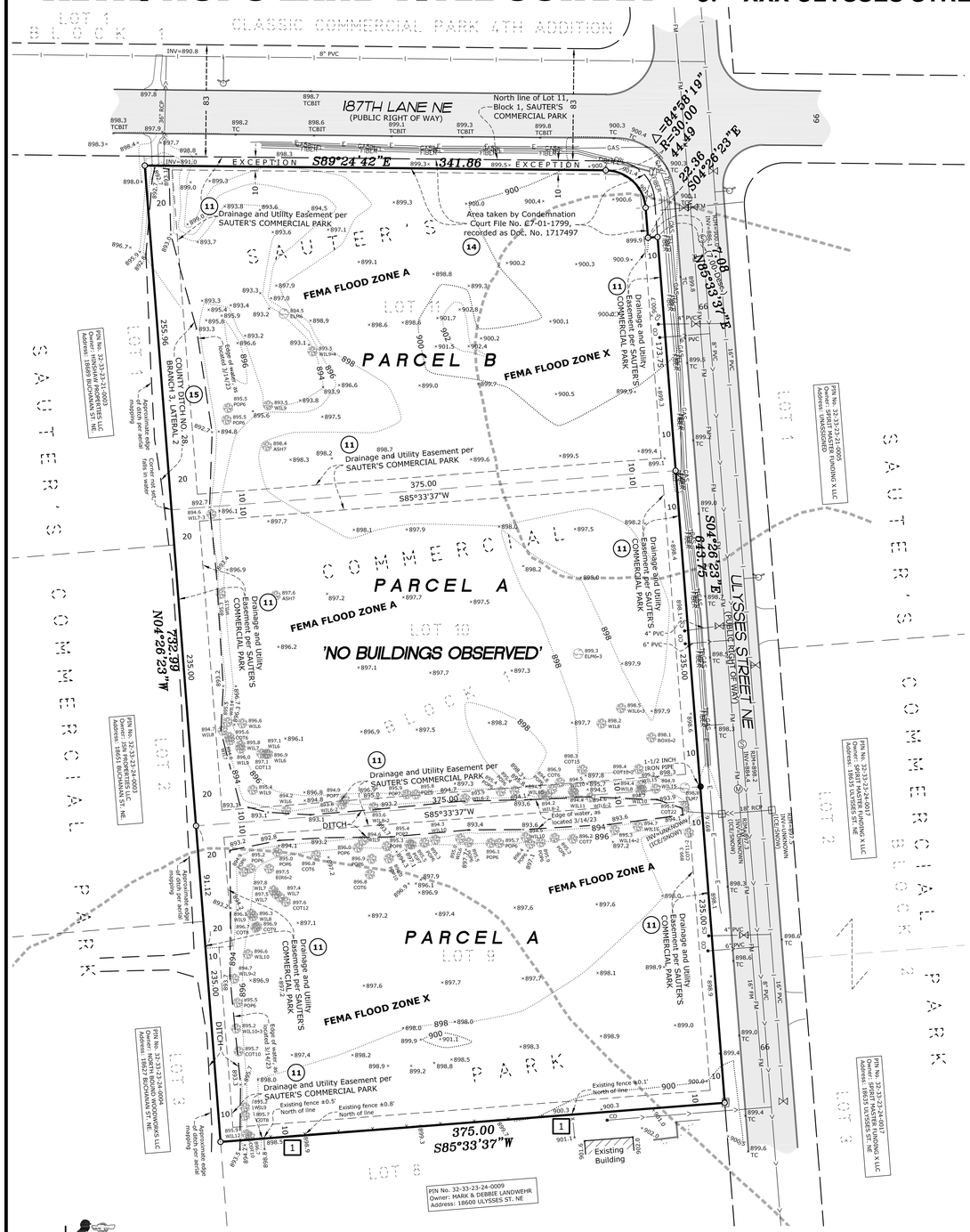
ANOKA COUNTY MINNESOTA CITY OF EAST BETHEL CORPORATE SEAL

CAINE & ASSOCIATES
LAND SURVEYORS, INC.

001ACRA 7-27-90 # 303 $30.00

ALTA/NSPS LAND TITLE SURVEY

~for~ JSN PROPERTIES, LLC
~of~ XXX ULYSSES STREET NE, EAST BETHEL, MINNESOTA



CERTIFICATION

I hereby certify to JSN Properties, LLC, a Minnesota limited liability company and to Land Title, Inc. that this is a survey of:

Parcel A:

Lots 9 and 10, Block 1, Sauter's Commercial Park, Anoka County, Minnesota.

Parcel B:

Lot 11, Block 1, Sauter's Commercial Park, Except that part of Lot 11, Block 1, Sauter's Commercial Park, Anoka County, Minnesota, lying northerly, northeasterly, and easterly of the following described line: Beginning at the Northwest corner of said Lot 11; thence southerly, along the west line of said Lot 11, a distance of 7.03 feet; thence easterly, parallel with the north line of said Lot 11, a distance of 341.86 feet; thence southeasterly along a tangential curve concave th the southwest, having a radius of 30.00 feet, a central angle of 84 degrees 58 minutes 19 seconds, for a dsistance of 44.49 feet; thence southeasterly, tangent to said curve, a distance of 22.36 feet; thence easterly, defglecting to the left 90 degrees 00 minutes 00 seconds, a distance of 7.00 feet to the east line of said Lot 11, and said line there terminating, Anoka County, Minnesota.

Abstract Property

and is based upon information found in Title Commitment No. 674609, Revision Number 2, dated March 6, 2023 at 7:00 AM, prepared by Land Title, Inc., as issuing agent for First American Title Insurance Company, and that all easements, if any, listed in Schedule B-II on the herein referenced commitment for title insurance, are shown hereon; and that this map or plat and the survey on which it is based were made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2021, and (ii) pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that in my professional opinion, as a land surveyor licensed in the State of Minnesota, the Relative Positional Accuracy of this survey does not exceed that which is specified therein and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 8, 9, 11(a), 11(b), and 13 of Table A thereof. The field work was completed on March 15, 2023.

I further certify that this survey 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.

Date: 3/20/2023

E.G. Rud & Sons, Inc.

Kevin C. McCain, Land Surveyor
Minnesota License No. 58542

GENERAL NOTES

1. Fee ownership is vested in Muller Family Theatres (Lots 9 and 10) and Mark and Debbie Landwehr (Lot 11).

   Parcel ID Numbers: 32-33-23-24-0010, 32-33-23-24-0011, & 32-33-23-21-0004.

2. Per Anoka County Tax Records, the surveyed properties' addresses are unassigned.

3. Bearings shown hereon are based on the Anoka County Coordinate System.

4. Surveyed premises shown on this survey map is in Flood Zone X (Area of Minimal Flood Hazard) and Flood Zone A (Special Flood Hazard Areas) according to Flood Insurance Rate Map Number 27003C0215E by the Federal Emergency Management Agency, effective date December 16, 2015.

5. Boundary area of the surveyed premises: ±265,540 sq. ft. (±6.10 acres).

6. The surveyed premises has access to 187th Lane NE and Ulysses Street NE, both public streets.

7. No zoning endorsement letter was provided to the surveyor at the time of the survey, however, a search of the City of East Bethel's website indicates the surveyed property is currently zoned I (Light Industrial). Under the applicable zoning regulations, the current Light Industrial setbacks are:

Front:		Side Yard	10 Feet
Local/Collector Street	40 Feet	(or 60 feet if abutting a residential district)	
Arterial Street	50 Feet	Rear Yard	10 Feet
State/County Street	100 Feet	(or 60 feet if abutting a residential district)	

   For additional information contact the Community Development Department at the City of East Bethel at (763) 367-7864.

8. No buildings were observed on the parcel at the time of the survey.

9. No identifiable parking stalls were observed on the parcel at the time of the survey.

10. Above ground utilities have been field located as shown. Underground utilities shown hereon are those which were field marked by utility companies responding to Gopher State One Call, Ticket No. 230680058, dated 3/15/2023 or were taken from utility plans provided by the City of East Bethel. All underground locations shown hereon are APPROXIMATE. Prior to any excavations or digging, contact Gopher State One Call for an on-site location (651-454-0002). However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, Gopher State One Call locate and other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

11. Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed premises.

12. Title Commitment No. 674609, Revision Number 2, dated March 6, 2023 at 7:00 AM, prepared by Land Title, Inc., as Issuing agent for First American Title Insurance Company, Schedule B, Part II Survey Related Exceptions:

(11) Item #11 - Drainage and utility easements as shown on the recorded plat.
[SURVEYOR'S NOTE: As shown hereon.]

Item #12 - Mortgage executed by Mark Landwehr and Debbie Landwehr, husband and wife, dated September 29, 2006, filed October 2, 2006 as Document Number 1987952.024 in the amount of $150,000, in favor of 21st Century Bank and Extension of Mortgage filed June 15, 2009 as Document Number 2008116.002, Document Number 2018421.004, filed October 29, 2010 and Document Number 2057975.006, filed May 8, 2013. (Lot 11 and additional property)
[SURVEYOR'S NOTE: Said documents are not survey related and not shown hereon.]

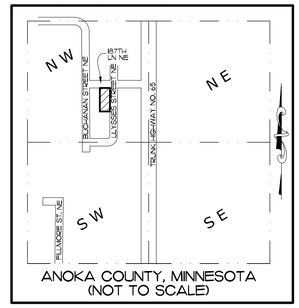
Item #13 - Combination Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement executed by Mark Landwehr and Debbie Landwehr, husband and wife, dated June 29, 2009, filed July 2, 2009 as Document Number 2008562.007 in the amount of $85,000.00, in favor of 21st Century Bank. (Lot 11 and additional property)
[SURVEYOR'S NOTE: Said documents are not survey related and not shown hereon.]

(14) Item #14 - Condemnation Court File No. C7-01-1799. Order in favor of City of East Bethel dated June 20, 2001, filed October 10, 2002 as Document Number 1717497. (as to taking of part of Lot 11)
[SURVEYOR'S NOTE: Said document takes part of Lot 11 in fee simple absolute. The parcel description contained in the above listed title commitment does not reflect this taking. The boundary, as depicted hereon, does reflect the taking per the above document. Said document affects the surveyed property and is shown hereon.]

(15) Item #15 - Subject to County Ditch No. 28, Branch 3, Lateral 2 as shown on available maps.
[SURVEYOR'S NOTE: As shown hereon.]

VICINITY MAP

SEC. 32, TWP. 33, RNG. 23



ANOKA COUNTY, MINNESOTA
(NOT TO SCALE)

POSSIBLE ENCROACHMENTS

1. 1. Existing fence crosses the southerly boundary line without the benefit of an easement.

LEGEND

- ● DENOTES IRON MONUMENT FOUND AS LABELED
- ○ DENOTES IRON MONUMENT SET, MARKED RLS# 58542
- □ DENOTES CATCH BASIN
- ⊡ DENOTES CABLE PEDESTAL
- •CO DENOTES CLEAN OUT
- •CS DENOTES CURB STOP
- X 952.3 DENOTES EXISTING SPOT ELEVATION
- DENOTES HYDRANT
- Ⓜ DENOTES MISCELLANEOUS MANHOLE
- Ⓢ DENOTES SANITARY SEWER MANHOLE
- Ⓣ DENOTES TELEPHONE PEDESTAL
- ▣ DENOTES UTILITY BOX
- ⋈ DENOTES WATER VALVE
- (7.00-Desc.) DENOTES RECORD DIMENSION PER DOC. #1717497
- x x DENOTES FENCE
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- E DENOTES UNDERGROUND ELECTRIC LINE
- GAS DENOTES UNDERGROUND GAS LINE
- CBL DENOTES UNDERGROUND CABLE LINE
- TEL DENOTES UNDERGROUND TELEPHONE LINE
- FIBER DENOTES UNDERGROUND FIBER OPTIC LINE
- DENOTES FLOOD ZONE LINE PER FEMA
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- PIN No. 17-119-22-14-0008 / Owner: City of X / Address: Unassigned — DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)

TREE DETAIL

- 800.08 / DAC20 — DENOTES ELEVATION, TREE QUANTITY, TREE SIZE IN INCHES, TREE TYPE

BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
GSID STATION #769 (NAME: DENN MNDT)
ELEVATION: 899.19 (NAVD 88)

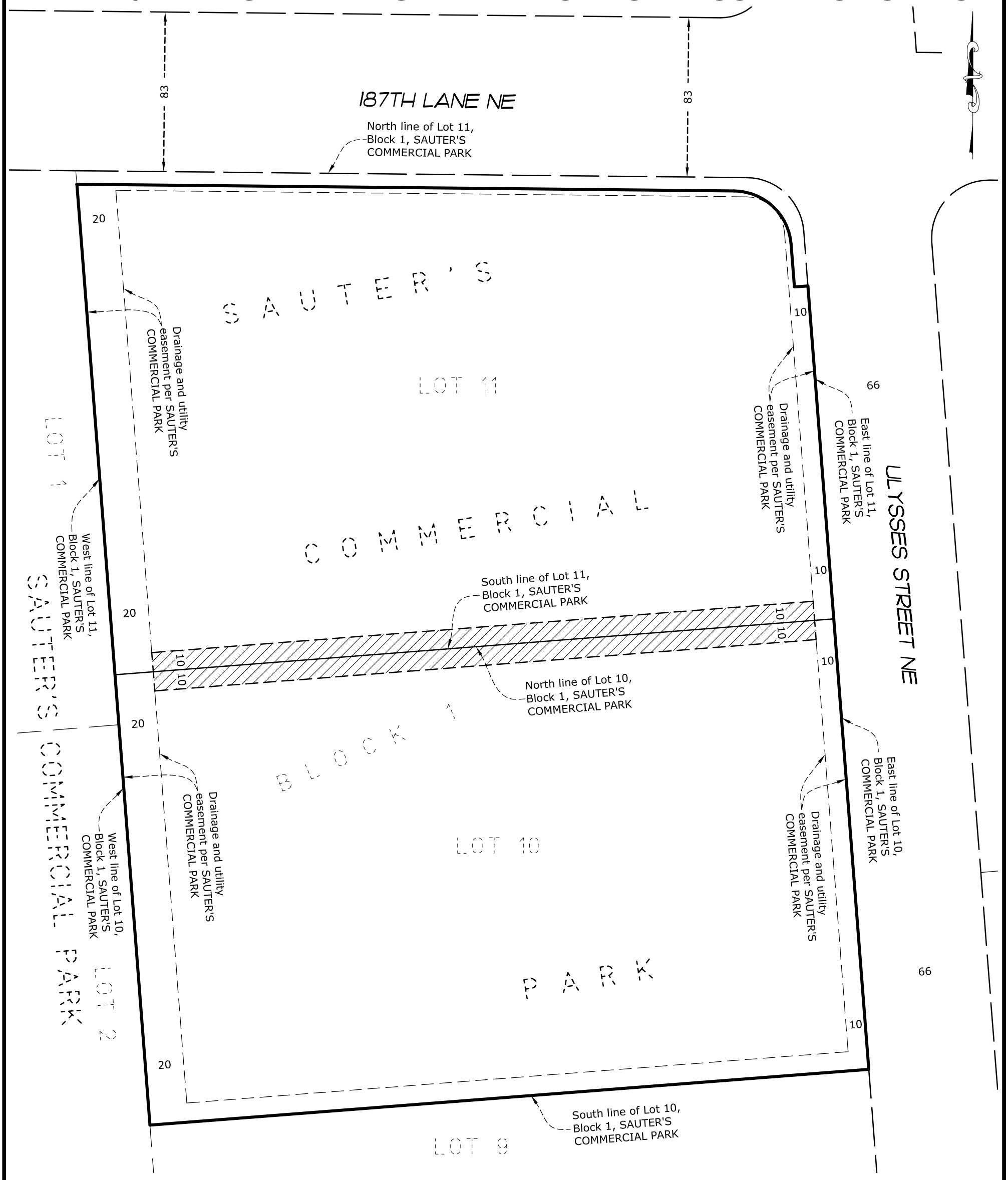
GRAPHIC SCALE
50 0 25 50 100
1 INCH = 50 FEET

DRAWN BY: KCM	JOB NO: 230122AB	DATE: 3/20/23
CHECK BY: KCM	FIELD CREW: DT/CT	

NO.	DATE	DESCRIPTION	BY
1	4/05/23	REVISED TITLE COMMITMENT	KCM
2	5/18/23	PARCEL AREA	KCM
3			

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

DRAINAGE AND UTILITY EASEMENT VACATION DESCRIPTION SKETCH



DRAINAGE AND UTILITY EASEMENT VACATION DESCRIPTION

All of the drainage and utility easement, as created and dedicated in SAUTER'S COMMERCIAL PARK, according to the recorded plat thereof, Anoka County, Minnesota, embraced within that part of the South 10.00 feet of Lot 11, Block 1, said SAUTER'S COMMERCIAL PARK, which lies West of the East 10.00 and which lies East of the West 20.00 feet of said Lot 11.

AND

All of the drainage and utility easement, as created and dedicated in SAUTER'S COMMERCIAL PARK, according to the recorded plat thereof, Anoka County, Minnesota, embraced within that part of the North 10.00 feet of Lot 10, Block 1, said SAUTER'S COMMERCIAL PARK, which lies West of the East 10.00 and which lies East of the West 20.00 feet of said Lot 10.

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

Kevin C. McCain

Date: 5/15/2023 License No. 58542

Denotes Drainage and Utility Easement Vacation Area

GRAPHIC SCALE

50 0 25 50 100

1 INCH = 50 FEET

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230122AB

City of East Bethel
City Council Meeting

Agenda Item Information

Date: July 10, 2023

Agenda Item Number: 7.0 A3

Agenda Item: Metes and Bounds Parcel Split

Background Information:

On June 15, 2023, Steve Strandlund Trustee, submitted an application for a Metes and Bounds split of a 39 acre parcel of land, located at 2836 221st Ave NE, PID: 10-33-23-21-0001, into two parcels. The first parcel, the original family farmstead, will be divided off as a 5.66 acre lot and the remaining 34.16 acres will be subdivided at a later date as a future subdivision. The property proposed for the division is zoned Rural Residential and per City Code, Appendix A, Zoning, Section 42, the minimum lot size for any division is 2 acres.

To be eligible for using metes and bounds divisions as outlined in Appendix A., Zoning, Section 12, the following conditions must be met:

1.) The parcel must be a minimum of five acres.
2.) The parcel must have a minimum road front of 300 feet.
3.) The parcel must contain 23,000 square feet of buildable area as defined in other portions of this ordinance.
4.) Appropriate road, public utility, and drainage easements, as outlined in Ordinance 151 as amended, must be dedicated to the city.
5.) Park and trail dedication fees as adopted by the city council by resolution must be paid at the time of city certification of parcel division.

This request for a metes and bounds parcel split meets the conditions as it is more than five acres, has over 300 feet of road frontage and has an existing primary residence which is in compliance with the remaining conditions.

Planning Commission:

The Planning Commission review the request at its June 27th, 2023 meeting. At the conclusion of its review of the requirements of City Code, Appendix A, Zoning, Section 12 made a recommendation, by a 6-0 vote, of approval to the City Council.

Recommendation:

The City Council is requested to review this petition for a metes and bounds parcel split to ensure it satisfies the requirements of City Code, Appendix A., Zoning, Section 12, in addition to the planning commission's recommendation and **approve** the parcel split.

Attachments:

1. Resolution 2023-52, Approving the metes and bounds split for 2836 221St Ave NE.
2. Location Map
3. Aerial Map
4. Site Survey

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA

RESOLUTION NO. 2023-52

APPROVING THE METES AND BOUNDS SPLIT FOR THE ADMINISTRATIVE SUBDIVISION OF THE PROPERTY LOCATED AT 2836 221 ST AVE NE, EAST BETHEL, PIN 10-33-23-21-0001, LEGALLY DESCRIBED AS:

UNPLATTED VILLAGE OF EAST BETHEL
NE 1/4 OF NW 1/4 SEC 10 33 23

WHEREAS, the property owners requested approval of an administrative subdivision, Metes and Bounds Split, of PIN 103323210001, a 39.82 acres parcel, to create one (1) 5.66 acre parcel and one (1) 34.16 acre parcel, as show in EXHITIB A; and

WHEREAS, the property is zoned a Rural Residential (RR) District in which lots are required to be a minimum of 2 acres in size; and

WHEREAS, City Staff reviewed the request and recommends the City Council approve the administrative subdivision; and

WHEREAS, as a result of the review, the East Bethel Review Committee supports the administrative subdivision since all city codes are in compliance; and

WHEREAS, the City Council has determined the administrative subdivision does not affect the health, safety and welfare of the City of East Bethel; and

WHEREAS, the administrative subdivision is in alignment with RR Zone – Land Use and the 2040 Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the administrative subdivision to create one (1) 5.66 acre parcel and one (1) 34.16 acre parcel, with the following conditions:

1. The property owners are responsible for filing the Metes and Bounds subdivision with Anoka County Property and Tax Division.
2. Park dedication fees shall be paid for the creation of new lots at the time of the approval of the future subdivision of Parcel B.
3. The administrative subdivision is approved as shown on Exhibit A.
4. A building permit is required prior to construction on Parcel B.
5. A county road access permit from Anoka County Highway Department is required prior to the issuance of any building permit for Parcel B.

Adopted this 10th day of July, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

_____

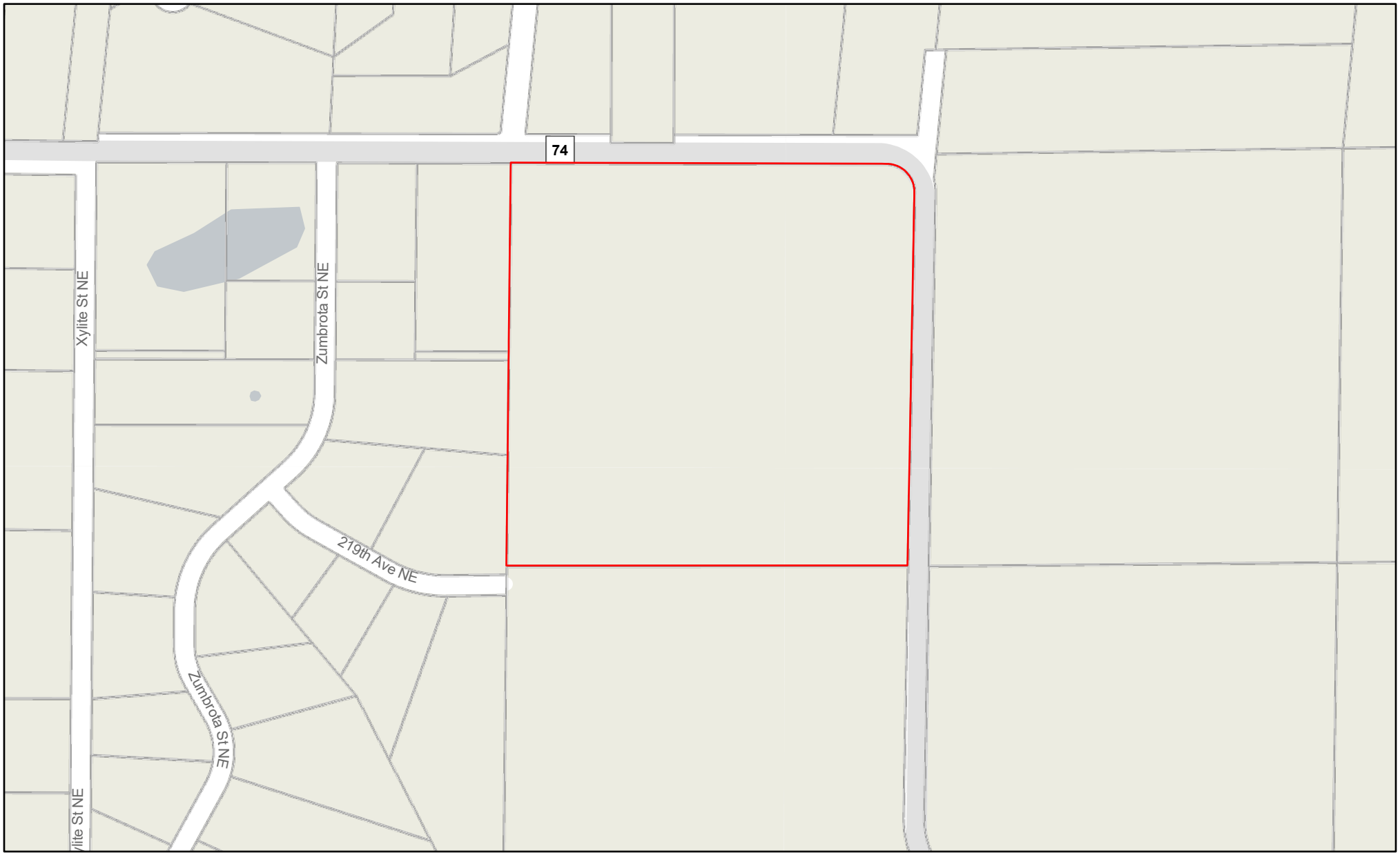
Kevin Lewis, Mayor

ATTEST:

_____

Jack Davis, City Administrator

2836 221st Ave NE - Location Map



1 inch equals 422 feet

Parcels

City Mask

East
City of Bethel

N

July 3, 2023

Map Powered By DataLink

wsb

2863 221st Ave NE - Aerial Map



1 inch equals 504 feet

Parcels

City Mask

East
City of Bethel

N

June 20, 2023

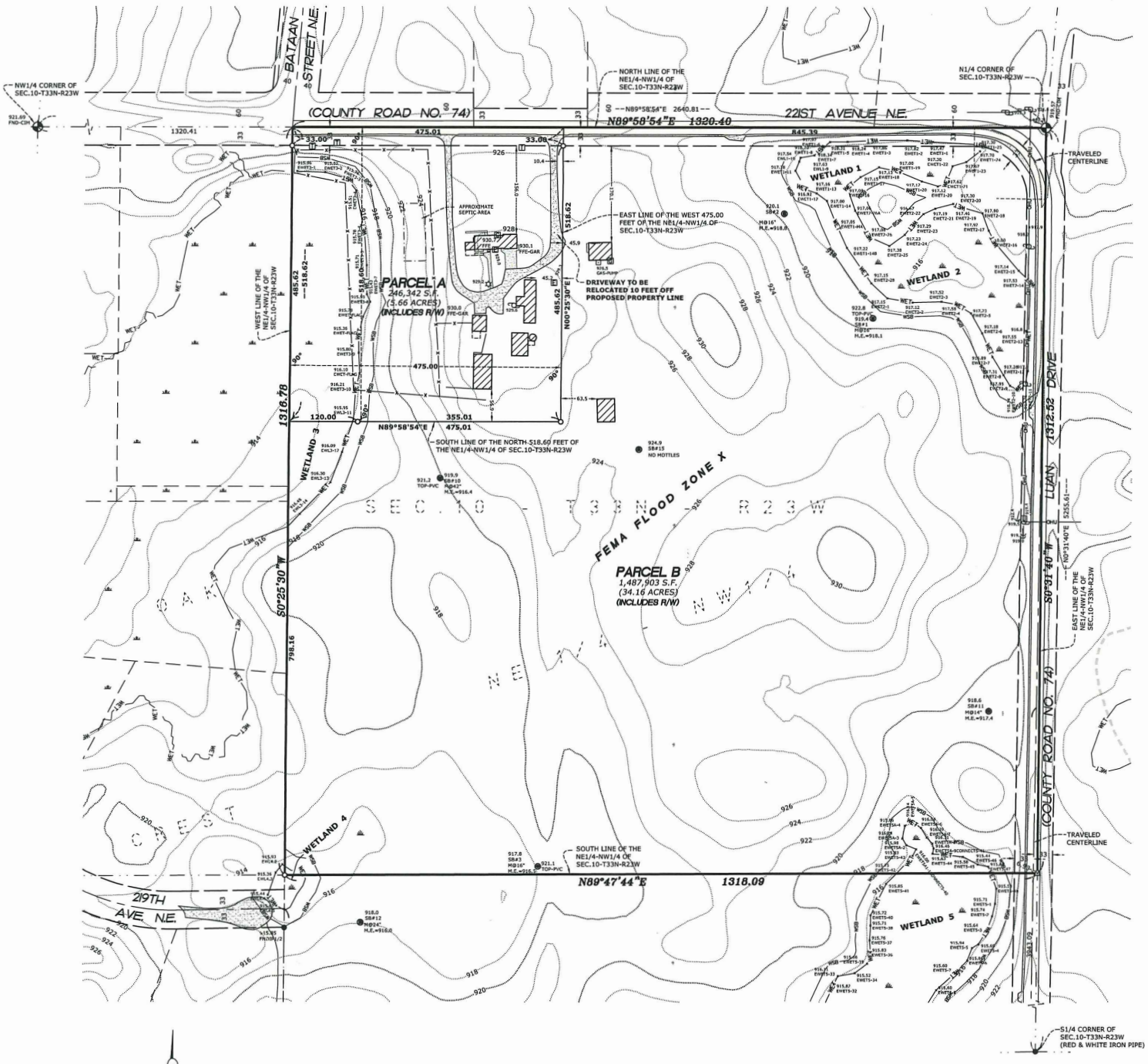
Map Powered By DataLink

wsb

METES AND BOUNDS SPLIT

~for~ CARRINGTON DEVELOPMENT
~of~ STRANDLUND FARM





NORTH

GRAPHIC SCALE

100 0 50 100 200

1 INCH = 100FEET

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT TO BE SET, MARKED RLS# 41578
- DENOTES PKNAIL TO BE SET
- DENOTES ANOKA COUNTY CAST IRON MONUMENT
- DENOTES ELECTRICAL BOX
- X 952.36 DENOTES EXISTING SPOT ELEVATION
- DENOTES GAS METER
- DENOTES GUY WIRE
- DENOTES LIGHT POLE
- DENOTES POWER POLE
- DENOTES STORM SEWER APRON
- DENOTES WET LAND
- DENOTES FENCE
- DENOTES LIDAR CONTOURS
- DENOTES EXISTING STORM SEWER
- OHU DENOTES OVERHEAD UTILITY
- BLDSB DENOTES BUILDING SETBACK LINE
- WSB DENOTES WETLAND SETBACK LINE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES GRAVEL SURFACE
- DENOTES SOIL BORING. (BY TRADEWELL SOIL TESTING)

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Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

DEVELOPER

CARRINGTON DEVELOPMENT, LLC
STEVE STRANDLUND
P.O. Box 169
EAST BETHEL, MN 55011
(612) 221-4476

OWNER

VERNON D STRANDLUND TRUSTEE

DEVELOPMENT DATA

TOTAL AREA	= 39.82± ACRES
PROPOSED NUMBER OF PARCELS	= 2 PARCELS

EXISTING ZONING

RR-RURAL RESIDENTIAL

ZONING INFORMATION

RR-RURAL RESIDENTIAL

MINIMUM LOT WIDTH	
AT BUILDING SETBACK	= 200 FEET
MINIMUM LOT AREA	= 2 ACRES
MINIMUM BUILDABLE AREA	= 23,000 S.F.

SETBACKS

COUNTY ROAD	= 100 FEET
FRONT ROAD	= 40 FEET
SIDE YARD	= 25 FEET
REAR YARD	= 25 FEET
WETLAND	= 25 FEET
WETLAND BUFFER	= 15 FEET

PROPERTY DESCRIPTION

The Northeast Quarter of the Northwest Quarter of Section 10, Township 33 North, Range 23 West, Anoka County, Minnesota.

PROPOSED DESCRIPTION FOR PARCEL A

The North 518.60 feet of the West 475.00 feet of the Northeast Quarter of the Northwest Quarter of Section 10, Township 33 North, Range 23 West, Anoka County, Minnesota.

PROPOSED DESCRIPTION FOR PARCEL B

The Northeast Quarter of the Northwest Quarter of Section 10, Township 33 North, Range 23 West, Anoka County, Minnesota, except the North 518.60 feet of the West 475.00 feet thereof.

BENCHMARK

ANOKA COUNTY BENCHMARK NO. 2025
ELEV.=919.76 FEET (NAVD88)

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 05/26/23.
- Bearings shown are on the Anoka County Coordinate System.
- ADDRESS: 2836 221ST AVE NE EAST BETHEL MN 55011 | PARCEL ID NUMBER: 10-33-23-21-0001 | FEE OWNER: STRANDLUND TRUSTEE, VERNON D
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain.), according to Flood Insurance Rate Map No. 27003C0205E Community No. 270012 Panel No. 0205 Suffix E by the Federal Emergency Management Agency, effective date December 16, 2015.
- 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.
- Wetland delineation by Kjolhaug Environmental Services Company May 17, 2023.
- Monumentation to be set upon city's approval.

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

JASON E. RUD

Date: 6/13/23 License No. 41578

DRAWN BY: KM-JN	JOB NO: 220585PP	DATE: 6/13/23
CHECK BY: JER	FIELD CREW: JH-CB	

NO.	DATE	DESCRIPTION	BY
1			
2			
3			

B:\JOJO\CADA\22PROJ\220585PP\220585PP-METES-BND-SUB.DWG

220585PP

City of East Bethel
City Council
Agenda Information

Date: July 10, 2023

Agenda Item Number: 8.0 G.1

Agenda Item: Lions Club Recycling Service Payments

Background Information:
The Cedar/East Bethel Lions have provided personnel to operate the City Recycle Center at 2761 Viking Boulevard for over 20 years. In exchange for their services the City paid the Lions Club $1,000 per month for their assistance through 2014. In 2014, their payment was increased to $1,200 per month. There has been no change in their payment since that time.

Cedar-East Bethel Lions President Dallas Jelmberg has requested that City Council consider an increase in their payment to $1,400 per month due to the increase in volume of recyclable materials the Center has experienced over the past 6 years. This payment increase is proposed to be $1,300 per month in 2024 and a $1,400 per month payment in 2025.

The basic services provided by the Lions Club at the Center include:

- Sorting, crushing and storing cardboard bales
- Sorting and separating tin and aluminum
- Crushing and loading glass
- Collecting and storing those items left after hours
- Cleaning and maintaining the exterior and interior of the facility
- Monitoring the used oil collection site

The Lions spend approximately 20 hours per week to conduct these activities. The City's cost to staff and operate the facility for the same number of hours would be at a cost of $800 per week or $3,500 per month to perform the same functions.

Fiscal Impact:
The City will receive a SCORE Grant in the amount of $67,820 for 2024 from Anoka County to operate the Recycle Program. Included in this amount is the cost of $16,556 for staffing. This would cover the Lions request and administrative costs of the city. No City funds would be used for the proposed fee increase for the Lions Club reimbursement. Should this increase be approved it would only be through 2024. Continuation of this rate or adjustments to the 2025 payment would be dependent on future funding from the SCORE Grant beyond 2024.

Recommendation(s):
Staff requests the City Council consider approving the fee increase from $1,200 to $1,300 per month to the Lions Club for the operation of the Recycle Center effective January 1, 2024 and continuing through December 31, 2024.

City Council Action

Motion by:_____ Second by:_____

Vote Yes ____ Vote No:_____

No Action Required:_____