

**City of East Bethel
City Council Agenda
City Council Regular Meeting
Date: September 25, 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-XG14pN5JrmBGq/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. Public Hearing - Detached Accessory Structure Ordinance Amendment & Accessory Storage Containers and Ordinance Amendment Consideration (p. 3-9)
 - B. Tobacco Violation Hearing – Hwy 65 Dollar General (p. 10-14)
 - C. ACSO Monthly Report (p. 15-21)
 - D. Fire Department Monthly Report (p. 22-25)
- 5.0 Public Forum**
- 6.0 Consent Agenda (p. 26-27)**

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. 28-31)
 - B. Minutes: September 11, 2023 City Council Meeting (p. 32-48)
 - C. Res 2023-67, Counting Write-In Votes for Local Elective Offices (p. 49)
 - D. Accept Resignation of Finance Coordinator (p. 50)
 - E. Appointment of Emily Jabs to the Finance Coordinator Position (p. 53)
 - F. Advertisement for Administrative Assistant (p. 54-55)
 - G. Approve 2024 Anoka County Law Enforcement Contract (p. 56-62)
 - H. Approve Probationary On Call Firefighters to Fire Fighter I Classification
 - I. Approve 2024 Anoka County Residential Recycling Contract (p. 63-115)
- 7.0 New Business - Commission, Association and Task Force Reports**
 - A. Planning Commission
 - 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. Pay Equity Reporting Update (p. 116)
 - 2. Reserve Capacity Loan Update (p. 117-125)
 - 3. Sunrise River JPA Amendments (p. 126-131)

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: September 25, 2023

Agenda Item Number: 4.0 A

Agenda Item: Public Hearing - Detached Accessory Structure Ordinance Amendment & Accessory Storage Containers

Background Information: Councilman Tim Miller has proposed amendments to City Ordinance Appendix A – Zoning, Section 10-4, Accessory Storage Containers.

Planning Commission: The Planning Commission review the amendment proposal at its August 22nd, 2023 meeting. At the conclusion of its review, which included a lengthy discussion the planning commission made a recommendation, by a 4-3 vote, of approval to the City Council of the proposed amendment with the inclusion, modification or addition of a 5 acre minimum lot size requirement, a minimum of a Class 5 base or pad for placement and to require that storage containers meet the zoning setback regulations contained in Section 14. - Detached Accessory Structures. ***It should be noted that additions recommended by the Planning Commission do conflict with language in the original amendment proposal, which was also included in the approval. Additional modification to the Planning Commission recommendation would be necessary to clarify the conflict.***

The recommendation was presented at the August 28th, 2023 City Council meeting. After the public hearing and further discussion staff was directed to work with Councilman Miller to modify the proposed amendment to incorporate some items proposed by the Planning Commission, staff recommendations and council discussion.

Staff have completed a redline version of an amendment to Section 14 – Detached Accessory Structures that would simply identify storage containers as Detached Accessory Structures and account for most of the additional items (zoning setbacks, size, height, color, placement, etc.) suggested in the previous discussions.

A minor language is need to Section 10-4 – Accessory Storage Containers to clarify city code. The change has been proposed in Ordinance 2023-18.

Attachments:

1. Section 14 - Detached Accessory Structure - Redline Version
2. Section 10 - 4 – Accessory Storage Containers – Redline Version
3. Ordinance 2023-18

Recommendation:

The City Council is requested to hold a public hearing, review the proposed Detached Accessory Structure amendment and approve or deny the ordinance revision as presented. Additionally, the approval or denial of the Accessory Storage Container Ordinance is needed to accompany the change.

City Council Action:

Motion by: _____ Second by: _____

Vote Yes: _____ Vote No: _____

CODE OF ORDINANCES
APPENDIX A - ZONING
SECTION 14. DETACHED ACCESSORY STRUCTURES

SECTION 14. DETACHED ACCESSORY STRUCTURES

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

1. Permit regulations.

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

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

2. General regulations.

- A. No accessory building or structure shall be constructed on any lot prior to construction of the principal structure without prior approval of the city council.
 - B. Accessory structures located on lots that are subsequently subdivided shall be considered legal non-conforming structures.
 - C. Every exterior wall, foundation, and roof of accessory structure(s) shall be reasonably watertight, weather tight, and rodent proof, and shall be kept in a good state of maintenance and repair. Exterior walls shall be maintained free from extensive dilapidation due to cracks, tears, or breaks of deteriorated plaster, stucco, brick, wood, or other material.
 - D. All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and from decay by painting or other protective covering or treatment. A protective surface of an accessory structure(s) shall be deemed to be out of compliance if more than 25 percent of the exterior surface area is unpainted or paint is blistered or flaking. If 25 percent or more of the exterior surface of the pointing of any brick, block, or stone wall is loose or has fallen out, the surface shall be repaired.
 - E. [Reserved.]
 - F. No accessory building or detached private garage shall be located nearer the front lot line than the principal building except when the lot is three acres or greater and the existing principal building is located a minimum of 200 feet from the front lot line. Then the accessory building or detached private garage may be located closer to the front lot line than the principal dwelling, but not closer than 50 percent of the principal dwelling's setback. In the case of a corner lot, the front lot line shall be located on the side on which the principal building is addressed. The remaining lot side with street frontage shall meet the minimum front yard setback.
 - G. The area of a lean-to shall be included in the allowable square footage of detached accessory structures and will be subject to the square footage restrictions for a lot.
 - H. Accessory structures on lakeshore lots may be placed between the principal building and the lakeshore or the right-of-way, and are subject to all setbacks and lot coverage.
-

- I. [Reserved.]
- J. The structure must not be designed or used for human habitation.
- K. No cellar, garage, tent, or accessory building shall be at any time be used as a residentially occupied space, independent residence or dwelling unit, either temporarily or permanently.
- L. For purposes of accessing storage, accessory structures may have exterior stairs to a second story in a side or rear yard.
- M. Engineered drawings are required for the permitting of all pole buildings over 2,000 square feet.
- N. Storage containers shall be placed on a foundation (minimum of a 1 inch in depth gravel base) to allow for surface drainage and prevent rust or deterioration of container floor.

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

3. Architectural and design requirements.

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

- A. Shall incorporate a finished design and color scheme that is coordinated and compatible with the color and design of the principal structure;
- B. Shall include a minimum 12 inch overhang and corner trim elements;
- C. Shall include two architectural features on sides directly adjacent to and visible from a public right-of-way; such as windows, doors, material/color variations, soffits, gables, dormers, and decorative lighting.
- D. Storage containers shall be exempt from architectural feature requirements.

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

4. Size and number of accessory structures.

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

Parcel Size	Maximum Square Feet (square footage is inclusive for all allowable structures)	Maximum No. of Detached Accessory Structures	Maximum Sidewall Height Maximum Sidewall Height A, RR, R-1, R-2 & CL Districts*
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Less than ½ acres	580 square feet	1	14 feet
½ acres	960 square feet	1	14 feet
¾ acres	1,100 square feet	1	14 feet
1 acres	1,240 square feet	1	14 feet
1¼ acres	1,380 square feet	1	14 feet
1½ acre	1,520 square feet	1	14 feet
1¾ acres	1,660 square feet	1	14 feet
2 acres	1,800 square feet	2	14 feet
2¼ acres	1,950 square feet	2	14 feet
2½ acres	2,100 square feet	2	14 feet
2¾ acres	2,250 square feet	2	14 feet
3 acres	2,400 square feet	2	14 feet
3¼ acres	2,475 square feet	2	14 feet
3½ acres	2,550 square feet	2	14 feet
3¾ acres	2,625 square feet	2	14 feet
4 acres	2,700 square feet	2	14 feet
4¼ acres	2,775 square feet	2	14 feet
4½ acres	2,850 square feet	2	14 feet
4¾ acres	2,925 square feet	2	14 feet
5.0 or more acres	3,000 sq. ft., plus an additional 240 sq. ft., or increment thereof, for each additional acre	4	14 feet
Viking Preserve	200	1	8 feet

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

- a) Roof pitch shall be no less than the minimum required by the International Building Code and shall not be the focal point of the property.
- b) Accessory structures shall be of similar design and building materials as the principal building. Pole buildings shall match the design of the principal structure as practical as possible.
- c) Accessory structures less than 200 square feet in all districts shall be limited to a sidewall height no greater than eight feet.

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

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

5. Exemptions.

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

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

- A. Do not adversely affect surrounding properties;
- B. Are removed or placed more appropriately on the property at the request of the city.

(Ord. No. 19, Second Series, 5-5-2010, 5-8-23)

SECTION 10 - 4. Accessory storage containers.

Accessory storage containers, as defined in Section 01. General Provisions of Administration, are permitted within the City of East Bethel on Rural Residential and Agricultural Zoned properties, are exempt from building permits, and subject to the requirements defined in Section 14 – Detached Accessory Structures. Boxcars, semi-trailers, roll-off containers, slide-off containers, railroad cars, piggyback containers are not a permitted use within the City of East Bethel.

**CITY OF EAST BETHEL
ANOKA COUNTY, MINNESOTA
ORDINANCE NO. 2023-18**

**AN ORDINANCE AMENDING APPENDIX A - ZONING,
SECTION 10-4 AND SECTION 14 OF THE EAST BETHEL CODE OF ORDINANCES
REGULATING DETACHED ACCESSORY STRUCTURES AND
ACCESSORY STORAGE CONTAINERS
IN THE CITY OF EAST BETHEL**

The City Council of East Bethel, Minnesota ordains:

Section 1. SECTION 10 - 4. of the East Bethel Code of Ordinances is hereby amended to read as follows:

- A. Accessory storage containers, as defined in Section 01. General Provisions of Administration, are permitted within the City of East Bethel on Rural Residential and Agricultural properties, are exempt from building permits, and subject to the requirements defined in Section 14 – Detached Accessory Structures. Boxcars, semi-trailers, roll-off containers, slide-off containers, railroad cars, piggyback containers are prohibited.

Section 2. SECTION 14. 2. of the East Bethel Code of Ordinances is hereby amended to read as follows:

- N. Storage containers shall be placed on a foundation (minimum of a 1 inch in depth gravel base) to allow for surface drainage and prevent rust or deterioration of container floor.

Section 3. SECTION 3. of the East Bethel Code of Ordinances is hereby amended to read as follows:

- D. Storage containers shall be exempt from architectural feature requirements.

Section 4. The ordinance amendments herein become effective from and after its passage and publication.

Passed by the City Council of East Bethel, Minnesota this 25th day of September, 2023.

Kevin Lewis, Mayor

Attested:

Jack Davis, City Administrator

**City of East Bethel
City Council Meeting
Agenda Item Information**



Date: September 25, 2023

Agenda Item Number: Item 4.0 B

Agenda Item: Administrative Hearing for a Tobacco Compliance Violation

Background Information:

An employee, Emma Bookwalter, at Dollar General #22023 on 1300 209th Avenue NE in East Bethel is reported to have sold tobacco products to a minor. As part of a compliance check by the Anoka County Sheriff's Department on August 2, 2023, Ms. Bookwalter was approached by an underage individual and sold the tobacco products to the underage buyer in violation of City Code, Chapter 18, Article IV, Section 18-176, Prohibited Sales. A copy of the Sheriff's Report is included as Attachment #1.

The City has provided the license holder the opportunity to be heard. Notice was provided to the store manager on September 12, 2023 of the compliance violation hearing scheduled for the September 25, 2023 City Council meeting.

City Council has several options with respect to Administrative action. Any person, including an individual licensee, who sells any tobacco product to a person under the age of 21 years is subject to an administrative penalty. This is Dollar General #22023's first violation of the ordinance. For a first-time violation, the city may impose a civil fine of up to \$150.00. In addition, the city may also suspend the license for a period up to 20 days. The city may agree with the licensee to waive up to ten (10) days of suspension at a rate of two days for every eight (8) hours of community service performed by the licensee's employee.

A copy of Resolution 2023-66 is attached, which provides for Findings, Conclusions and Administrative Penalties for this case. Council should review the resolution and make a determination of the appropriate penalties to be imposed.

Attachment(s):

1. Sheriff's Department Investigation Report August 2, 2023
2. Resolution 2023-66 Findings, Conclusions and Imposition of Penalties

Fiscal Impact:

Recommendation(s):

Staff is recommending Council conduct the hearing and provide staff with direction on the penalties to be administered with adoption of Resolution 2023-66.



Anoka County Sheriff's Office Incident Report



13301 Hanson Blvd NW, Andover, MN 55304

Phone: 763-324-5000

Case Number: 23186597

Date Reported: 08/02/2023

Event:

Description of Incident: COMPLIANCE CHECK

Address: 1300 209TH AVE NE **City:** EAST BETHEL **State:** MN **Zip Code:** 55011

Start Date/Time: 08/02/2023 13:55

End Date/Time: 08/02/2023 13:57

Time Dispatched: 13:55

Time Arrived: 13:55

Time Cleared: 13:57

Summary: Tobacco compliance failure.

See narrative

Weller #264

Photos Available: YES

Squad Video Available: NO

Body Cam Video Available: YES

Evidence Collected: NO

RFLE Completed: NO

Offense(s):

Offense: COMPCKTOB COMPLIANCE CHECK - TOBACCO

Person(s) Involved:

Last Name: BOOKWALTER **First Name:** EMMA **Middle Name:** GRAYCE

Incident Involvement Type: PERPETRATOR

Date of Birth: XX/XX/XXXX

Age: 19

Sex: X

Address: XXXX XXXXX XXX NE

APT#:

City: EAST BETHEL

State: MN

ZIP: 55011

Statement Taken: NO

Organization(s) Involved:

Name: DOLLAR GENERAL -L2

Involvement Type: MISC ASSOCIATED NAMES

Address: 1300 209TH AVE NE

Business Phone: (763) 325-4395

City: EAST BETHEL **State:** Minnesota **Zip Code:** 55011

Narrative(s):

Title: ORIGINAL OFFICER NARRATIVE

On 08/02/2023 I conducted tobacco compliance checks with a juvenile buyer who I know as and identified by MN DL as NH. NH is a volunteer explorer with ACSO, and she is 17 years old. NH was checked and briefed prior to conducting compliance checks. NH entered businesses with only her MN driver's license and a \$20 bill that I provided to her. NH entered the East



Anoka County Sheriff's Office Supplement Report



13301 Hanson Blvd NW, Andover, MN 55304

Phone: 763-324-5000

Case Number: 23186597

Date Reported: 08/02/2023

Bethel Dollar General at 1300 209 Ave NE and purchased a container of Velo nicotine pouches. After NH returned to my vehicle in the lot, I took photos of the merchandise and received a description of the seller. I went into the business and identified the seller as by MN DL as Emma Grayce Bookwalter XX/XX/XXXX. I returned the merchandise and change in return for the \$20 bill which Emma was able to retrieve from the till. Emma admitted to making the sale. NH was able to describe Emma and said that she checked her ID and sold to her anyways. MN statute does not allow for charging of an under 21 sellers so I advised Emma that she could not sell to anyone under 21.

NFAT Weller #264

CC: City of East Bethel and East Bethel prosecutor

ja 08/03/2023

Officer(s):

Involvement: REPORTING

Deputy Name: Weller, Justin M ZPD00266

Date:08/02/2023 16:54

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

RESOLUTION NO. 2023-66

**DETERMINING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
ADMINISTRATIVE PENALTIES, RELATIVE TO DG RETAIL, LLC d/b/a DOLLAR
GENERAL #22023, 1300 209TH AVENUE NE, EAST BETHEL, MINNESOTA 55011**

WHEREAS, DG Retail, LLC dba Dollar General #22023 holds a tobacco license issued by the City of East Bethel (hereinafter “the City”) providing for the sale of tobacco products from their premises located at 1300 209th Avenue NE, within the city of East Bethel, county of Anoka, state of Minnesota; and,

WHEREAS, the City of East Bethel Ordinance Article 4, Section 18-171 to 18-183 regulates the sale of tobacco products within the city, and prohibits the sale or furnishing of tobacco products to anyone under the age of 21 years; and,

WHEREAS, Section 18-176 specifically prohibits and provides:

“It shall be a violation of this article for any person to sell or offer to sell any tobacco, tobacco product, or tobacco related device: (1) to any person under the age of 21 years;” and,

WHEREAS, Section 18-181 (a) imposes responsibility upon the licensee’s for the actions of their employees relative to sales of tobacco products and compliance with the City’s ordinances relative thereto; and

WHEREAS, the City of East Bethel engages the Anoka County Sheriff’s Department to provide police services, as well as tobacco compliance surveillance of licensed facilities within the city of East Bethel from time-to-time; and,

WHEREAS, the City Council herewith makes the following findings of fact:

- a.) On August 2, 2023, at the business premises of Dollar General #22023, located at 1300 209th Avenue NE, East Bethel, the Anoka County Sheriff’s Department conducted a periodic compliance check by providing a juvenile, N.H. to enter the business with a driver’s license and a twenty dollar (\$20) bill, asking for Velo nicotine pouches, a tobacco product.
- b.) The store clerk on-duty at that time, Emma Grayce Bookwalter, asked the juvenile, N.H. for her I.D., and sold her the merchandise anyway.
- c.) The minor that was used in the compliance check, N.H., had her MN driver’s license, did not have any tobacco products or misleading identification on her, and did not engage in any deceptive practice or misrepresentation; and,

WHEREAS, City Ordinance Section 18-181 provides for an administrative civil penalty for licensees whose employees sell tobacco products to persons under the age of 21 years, with a first violation being a civil fine in the amount of \$150 with the city also having the ability to suspend the license for up to 20 days. The City may also agree with the licensee to waive up to 10 days of the suspension at a rate of 2 days for every 8 hours of community work service performed by the licensee's employee; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of East Bethel, that based upon the foregoing findings of fact, there is hereby assessed administrative penalties as follows:

1. To **DG RETAIL, LLC dba Dollar General #22023**, an administrative penalty is assessed in the amount of \$ 150.00.
2. This administrative penalty is immediately payable to the City of East Bethel; if not paid within one (1) week of the date hereof, the tobacco sales license otherwise provided to the Licensee is suspended until paid in full;

Adopted by the City Council for the City of East Bethel, this 25th day of September, 2023.

Kevin Lewis, Mayor

ATTEST:

Jack Davis, City Administrator

**City of East Bethel
City Council Meeting
Agenda Item Information**



Date: September 25, 2023

Agenda Item Number: Item 4.0 C

Agenda Item: Sheriff's Department Report

Background Information:

Lieutenant Derek Peters will present the Anoka County Sheriff's Office monthly report.

Attachment(s):

1. Sheriff's Office August Report *(this item will be provided as soon as it is made available)*
2. CSO Report of Activities
3. CFS Report

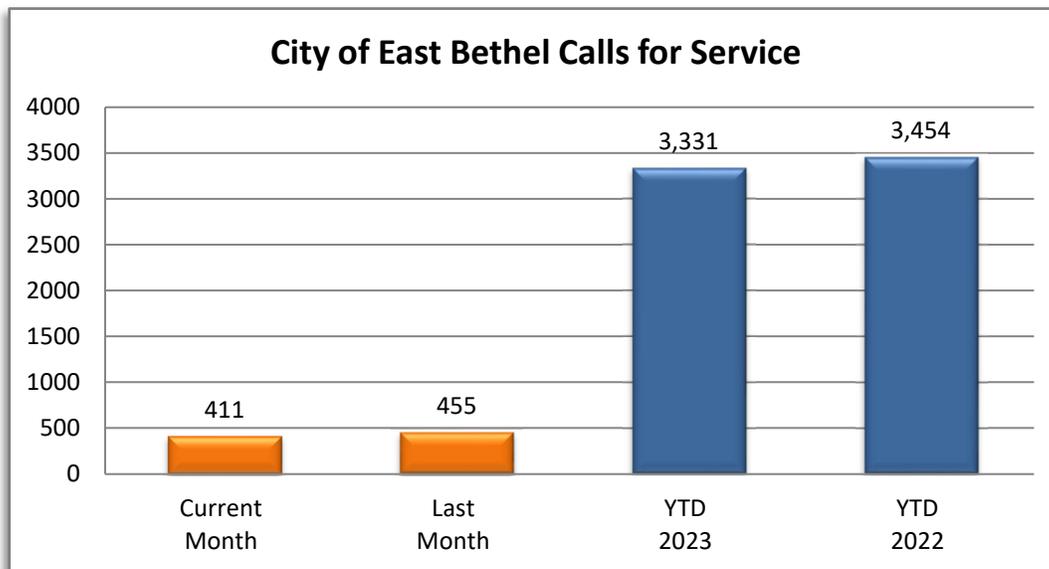
Fiscal Impact:

Recommendation(s): No Action Required

PATROL DIVISION

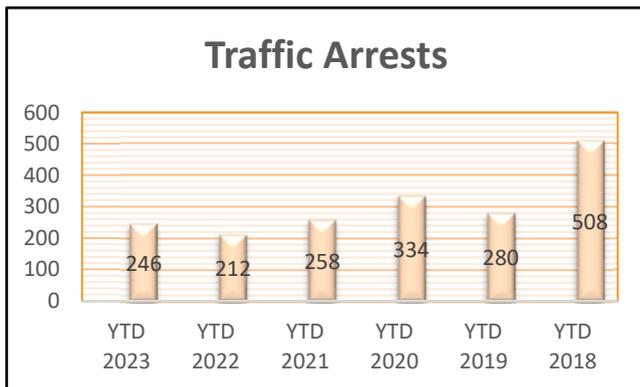
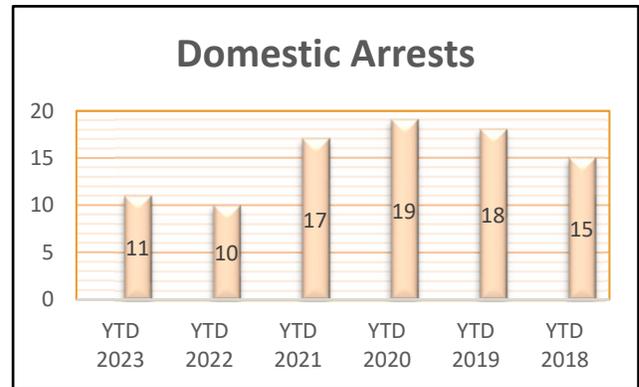
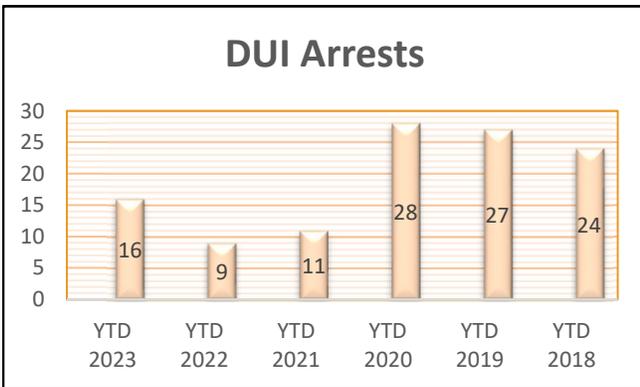
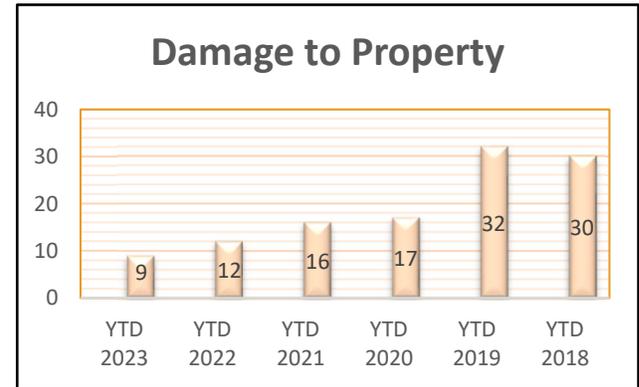
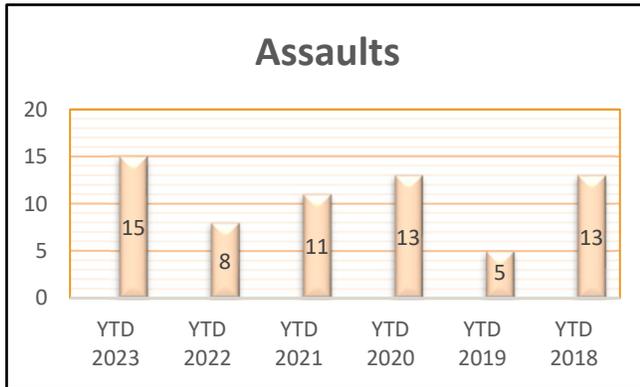
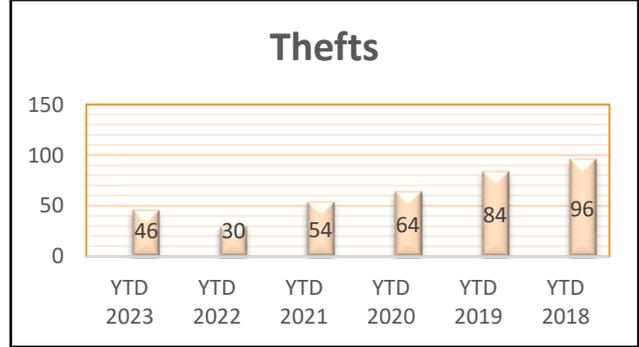
CITY OF EAST BETHEL - AUGUST 2023

OFFENSE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD 2023	YTD 2022
Calls for Service*	330	360	357	457	485	476	455	411					3,331	3,454
Burglaries	1	0	0	1	3	1	2	1					9	4
Thefts	8	1	7	8	8	2	9	3					46	30
Crim Sex Conduct	1	3	0	0	0	1	1	1					7	2
Assault	0	1	3	1	4	4	1	1					15	8
Dam to Property	0	2	1	1	2	1	1	1					9	12
Harass Comm	0	0	0	0	0	0	0	0					0	1
PI Accidents	8	9	4	5	2	4	2	5					39	43
PD Accidents	19	18	15	14	18	19	16	10					129	124
Medical	59	60	54	60	61	50	70	57					471	403
Animal Complaint	35	31	16	27	30	31	25	17					212	171
Alarms	12	12	14	25	14	23	26	15					141	162
Felony Arrests	0	1	2	2	4	1	4	0					14	8
Gross Misd Arrests	5	5	3	4	2	0	3	2					24	16
Misd Arrests	8	5	5	2	5	7	6	5					43	35
DUI Arrests	2	5	3	3	0	0	2	1					16	9
Domestic Arrests	0	0	3	1	3	3	1	0					11	10
Warrant Arrests	1	4	5	9	3	2	11	2					37	13
Traffic Stops	190	125	144	186	111	86	112	103					1,057	734
Traffic Arrests	28	17	37	77	19	18	22	28					246	212



CITY OF EAST BETHEL

YEAR TO DATE - AUGUST 2018-2023

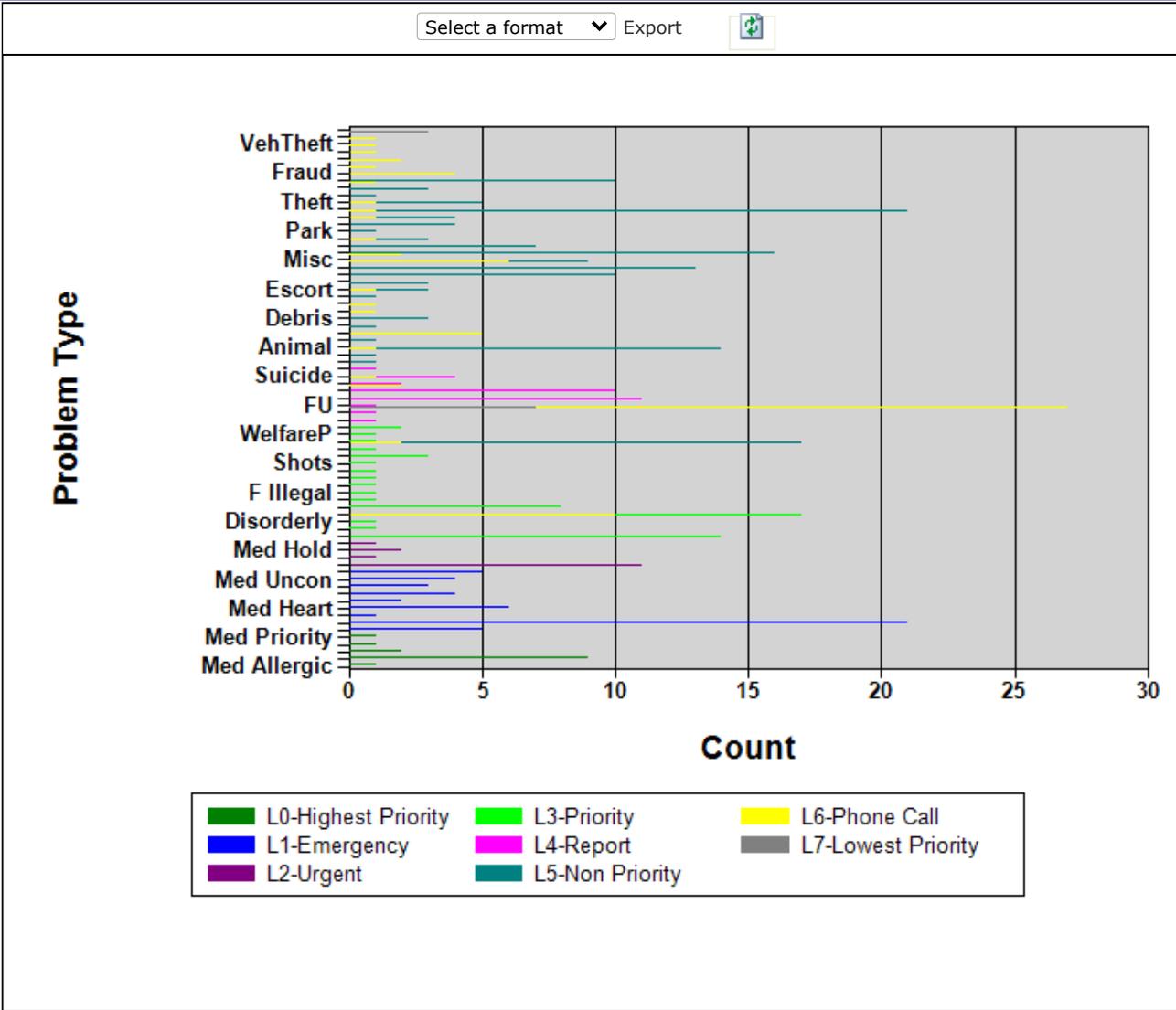


Problem Type Summary

10:09 AM 09/12/2023

Data Source: Data Warehouse

Agency:	LAW ENFORCEMENT
Division:	East Bethel Law
Day Range:	Date From 8/1/2023 To 8/31/2023
Exclusion:	• Calls canceled before first unit assigned



Priority	Description
0	L0-Highest Priority
1	L1-Emergency
2	L2-Urgent
3	L3-Priority
4	L4-Report
5	L5-Non Priority
6	L6-Phone Call
7	L7-Lowest Priority

Problem Type	Priority								Total
	0	1	2	3	4	5	6	7	
911	0	0	11	0	0	0	0	0	11
Abandon	0	0	0	0	0	1	0	0	1
Abuse	0	0	0	0	0	1	0	0	1
AbuseP	0	0	0	0	0	0	0	0	0
AlarmB	0	0	0	14	0	0	0	0	14

AlarmCO	0	0	0	0	0	0	0	0	0
AlarmCOill	0	0	0	0	0	0	0	0	0
AlarmF	0	0	0	1	0	0	0	0	1
AlarmFsmoke	0	0	0	0	0	0	0	0	0
AlarmHoldup	0	0	0	0	0	0	0	0	0
AlarmV	0	0	0	0	0	0	0	0	0
AlarmWF	0	0	0	0	0	0	0	0	0
Animal	0	0	0	0	0	14	1	0	15
AnimalResc	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0
Assault	0	0	0	0	1	0	0	0	1
AssaultP	0	0	0	0	0	0	0	0	0
Boat Assist	0	0	0	0	0	1	0	0	1
Bomb	0	0	0	0	0	0	0	0	0
BombP	0	0	0	0	0	0	0	0	0
Broadcast	0	0	0	0	0	0	0	0	0
Burg	0	0	0	0	1	0	0	0	1
BurgP	0	0	1	0	0	0	0	0	1
Civil	0	0	0	0	0	1	5	0	6
CivilP	0	0	0	0	0	0	0	0	0
CSC	0	0	0	0	0	1	0	0	1
Debris	0	0	0	0	0	3	0	0	3
Deer	0	0	0	0	0	1	1	0	2
Disorderly	0	0	0	1	0	0	0	0	1
Dom	0	0	0	17	3	3	10	0	33
DomP	0	5	0	0	0	0	0	0	5
Drugs	0	0	0	0	0	1	1	0	2
DUI	0	0	0	8	0	0	0	0	8
Dumping	0	0	0	0	0	1	0	0	1
Escort	0	0	0	0	0	3	1	0	4
ExPat	0	0	0	0	0	0	0	0	0
F Aircraft	0	0	0	0	0	0	0	0	0
F Assist	0	0	0	0	0	0	0	0	0
F CleanUp	0	0	0	0	0	0	0	0	0
F Collapse	0	0	0	0	0	0	0	0	0
F Dump	0	0	0	0	0	0	0	0	0
F Elec Smell	0	0	0	0	0	0	0	0	0
F Expl	0	0	0	0	0	0	0	0	0
F Gas Odor In	0	0	0	1	0	0	0	0	1
F Gas Odor Out	0	0	0	0	0	0	0	0	0
F Grass fire	0	0	0	0	0	0	0	0	0
F Illegal	0	0	0	1	0	0	0	0	1
F Misc	0	0	0	1	0	0	0	0	1
F Mutual Aid	0	0	0	0	0	0	0	0	0
F Oven	0	0	0	0	0	0	0	0	0
F Powerlines	0	0	0	1	0	0	0	0	1
F SmokeIn	0	0	0	0	0	0	0	0	0
F SmokeOut	0	0	0	1	0	0	0	0	1
F Structure	0	0	0	0	0	0	0	0	0
F Train	0	0	0	0	0	0	0	0	0
F Veh	0	0	0	0	0	0	0	0	0
F Water Rescue	0	0	0	0	0	0	0	0	0
Fight	0	0	0	0	0	0	0	0	0
Flood in	0	0	0	0	0	0	0	0	0
Flood out	0	0	0	0	0	0	0	0	0
Fraud	0	0	0	0	0	0	4	0	4
FraudP	0	0	0	0	0	0	1	0	1
FU	0	0	0	0	1	0	27	7	35
FW	0	0	0	0	0	0	0	0	0
Gun	0	0	0	0	0	0	0	0	0
Harass	0	0	0	0	0	0	0	0	0
Info	0	0	0	0	0	3	0	0	3
Lift Assist	0	0	0	0	11	0	0	0	11
Liq	0	0	0	0	0	0	0	0	0
Lockout	0	0	0	0	0	10	0	0	10
LockoutP	0	0	0	0	0	0	0	0	0

MA	0	0	0	0	0	13	0	0	13
MASS	0	0	0	0	0	0	0	0	0
Med -	0	21	0	0	0	0	0	0	21
Med Alarm	0	1	0	0	0	0	0	0	1
Med Allergic	1	0	0	0	0	0	0	0	1
Med Assault	0	0	0	0	0	0	0	0	0
Med Bleed	0	0	0	0	0	0	0	0	0
Med Breathing Diff	9	0	0	0	0	0	0	0	9
Med Breathing Not	2	0	0	0	0	0	0	0	2
Med Choking	0	0	0	0	0	0	0	0	0
Med Drown	0	0	0	0	0	0	0	0	0
Med Electro	0	0	0	0	0	0	0	0	0
Med Fall	0	0	0	0	0	0	0	0	0
Med Heart	0	6	0	0	0	0	0	0	6
Med Hold	0	0	2	0	0	0	0	0	2
Med ILL	0	2	0	0	0	0	0	0	2
Med Info	0	0	0	0	0	0	0	0	0
Med OB	1	0	0	0	0	0	0	0	1
Med Priority	1	0	0	0	0	0	0	0	1
Med Seizure	0	4	0	0	0	0	0	0	4
Med Stab-Gunshot	0	0	0	0	0	0	0	0	0
Med Stroke	0	3	0	0	0	0	0	0	3
Med Uncon	0	4	0	0	0	0	0	0	4
Medex	0	0	0	0	0	0	0	0	0
Misc	0	0	0	0	0	9	6	0	15
MiscO	0	0	0	0	0	16	2	0	18
Mutual Aid Law	0	0	0	0	0	0	0	0	0
Noise	0	0	0	0	0	7	0	0	7
NoTag	0	0	0	0	0	0	0	0	0
Ord	0	0	0	0	0	3	1	0	4
Other	0	0	0	0	0	0	0	0	0
Park	0	0	0	0	0	1	0	0	1
PD	0	0	0	0	10	0	0	0	10
Person	0	0	0	0	2	0	2	0	4
PI	0	5	0	0	0	0	0	0	5
POR	0	0	0	0	0	4	0	0	4
Property	0	0	0	0	0	4	1	0	5
PW	0	0	0	0	0	0	0	0	0
REPO-TOW	0	0	0	0	0	0	0	3	3
RJ	0	0	0	0	0	0	2	0	2
RoadClosure	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0
RobberyP	0	0	0	0	0	0	0	0	0
Shots	0	0	0	1	0	0	0	0	1
Slumper	0	0	0	0	0	0	0	0	0
StolenProp	0	0	0	0	0	0	0	0	0
Suicide	0	0	0	0	4	0	1	0	5
SuicideP	0	0	0	0	0	0	0	0	0
Susp	0	0	0	0	0	21	1	0	22
SuspP	0	0	0	3	0	0	0	0	3
Theft	0	0	0	0	0	5	1	0	6
TheftP	0	0	0	0	0	0	0	0	0
Threat	0	0	0	0	0	0	1	0	1
ThreatP	0	0	0	1	0	0	0	0	1
Traf	0	0	0	1	0	17	2	0	20
Tres	0	0	0	0	0	1	0	0	1
UNK	0	0	1	0	0	0	0	0	1
Unsecure	0	0	0	0	1	0	0	0	1
Vand	0	0	0	0	0	3	0	0	3
VandP	0	0	0	0	0	0	0	0	0
VehTheft	0	0	0	0	0	0	1	0	1
VehTheftP	0	0	0	0	0	0	0	0	0
Weapon	0	0	0	0	0	0	1	0	1
Weather	0	0	0	0	0	0	0	0	0
Welfare	0	0	0	0	0	10	1	0	11
WelfareP	0	0	0	1	0	0	0	0	1

WT

Total

0	0	0	2	0	0	Item 4.0 C, Attachment 3	0	2	
14	51	15	55	34	158		74	10	411

Go Back

Close

**City of East Bethel
City Council Meeting
Agenda Item Information**



Date: September 25, 2023

Agenda Item Number: Item 4.0 D

Agenda Item: Fire Department Report

Background Information:

Fire Chief Rodney Sanow will present the Fire Department's monthly report.

Attachment(s):

Attachment 1 – August 2023 calls and call graph

Fiscal Impact:

Recommendation(s): No Action Required



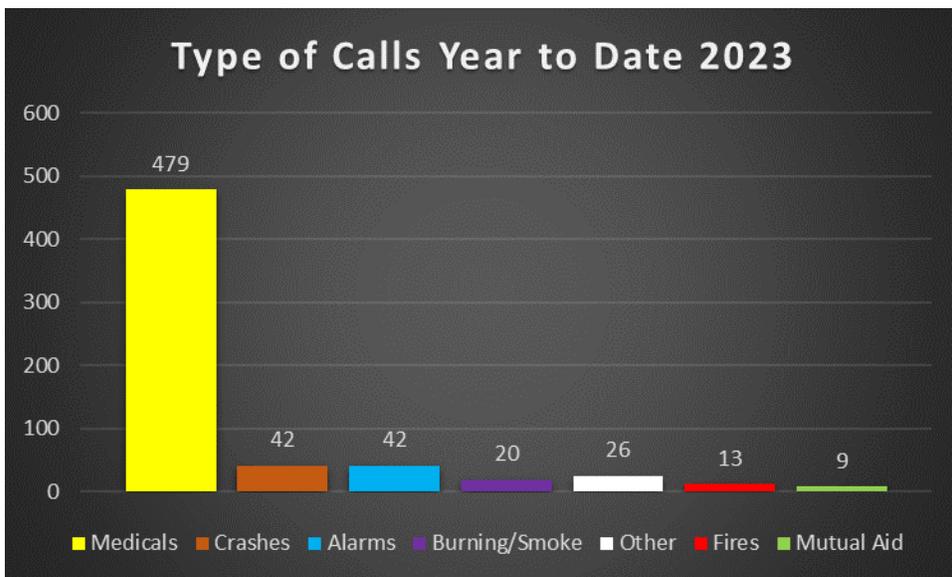
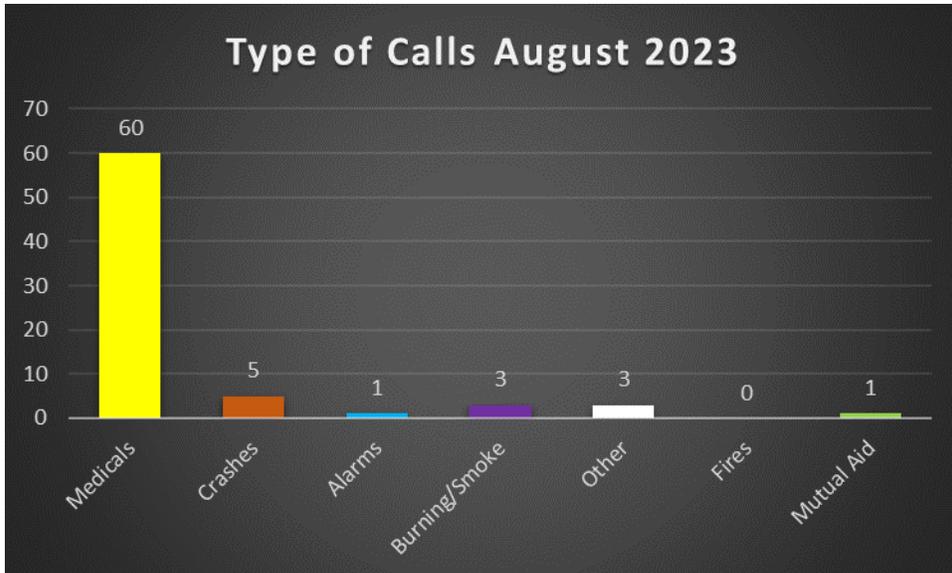
**East Bethel Fire Department
August 2023
Response Calls**

Incident No	Incident Date	Street Address	Incident Type
559	8/1/2023	19747 5th Street Northeast	EMS call
560	8/1/2023	18164 Hwy 65 Northeast Apt 31	EMS call
561	8/1/2023	19307 Leyte Street Northeast	EMS call
562	8/1/2023	22310 Lake George Boulevard Northwest	Mutual Aid
563	8/1/2023	3530 Viking Boulevard Northeast	EMS call
564	8/1/2023	2350 226th Lane Northeast	Burning/Smoke
565	8/2/2023	24355 Hwy 65 Northeast Apt 141	EMS call
566	8/2/2023	19942 Buchanan Street Northeast	EMS call
567	8/3/2023	19010 Greenbrook Drive Northeast	EMS call
568	8/3/2023	1215 237th Avenue Northeast	EMS call
569	8/4/2023	24299 Fillmore Circle Northeast	EMS call
570	8/4/2023	1851 210th Avenue Northeast	EMS call
571	8/5/2023	23013 University Avenue Northeast	Crash
572	8/5/2023	19131 Taylor Street Northeast Apt 208	EMS call
573	8/5/2023	22779 Sandy Drive Northeast	EMS call
574	8/5/2023	18164 Hwy 65 Northeast Apt 174	EMS call
575	8/7/2023	1848 Viking Boulevard Northeast	EMS call
576	8/7/2023	1240 226th Avenue Northeast	EMS call
577	8/7/2023	19131 Taylor Street Northeast	EMS call
578	8/8/2023	19307 Leyte Street Northeast	EMS call
579	8/8/2023	19010 Greenbrook Drive Northeast	EMS call
580	8/8/2023	22435 Palisade Street Northeast	EMS call
581	8/9/2023	24355 Hwy 65 Northeast Apt 131	EMS call
582	8/9/2023	18164 Hwy 65 Northeast Apt 172	EMS call
583	8/10/2023	3645 223rd Avenue Northeast	EMS call
584	8/10/2023	20520 Polk Street Northeast	EMS call
585	8/11/2023	19131 Taylor Street Northeast Apt 207	EMS call
586	8/12/2023	22659 East Waconia Circle Northeast	EMS call
587	8/13/2023	23918 Johnson Street Northeast	EMS call
588	8/13/2023	401 215th Lane Northeast	EMS call
589	8/13/2023	24355 Hwy 65 Northeast Apt 178	EMS call
590	8/13/2023	18365 Lakeview Point Drive Northeast	EMS call
591	8/14/2023	3422 190th Avenue Northeast	EMS call
592	8/14/2023	19131 Taylor Street Northeast Apt 304	Other
593	8/14/2023	1154 219th Avenue Northeast	Alarms
594	8/14/2023	19131 Taylor Street Northeast Apt 12	EMS call
595	8/15/2023	Lincoln Drive Northeast and Laurel Rd	Other
596	8/16/2023	23460 Goodhue Street Northeast	EMS call
597	8/16/2023	22906 Jackson Street Northeast	EMS call

Incident No	Incident Date	Street Address	Incident Type
598	8/16/2023	22906 Jackson Street Northeast	EMS call
599	8/16/2023	22394 7th Street Northeast	Burning/Smoke
600	8/17/2023	20375 Tyler Street Northeast	EMS call
601	8/18/2023	18164 Hwy 65 Northeast Apt 81	EMS call
602	8/18/2023	18750 Buchanan Street Northeast	EMS call
603	8/19/2023	1128 243rd Lane Northeast	EMS call
604	8/19/2023	921 235th Avenue Northeast	Burning/Smoke
605	8/19/2023	21560 East Bethel Boulevard Northeast	EMS call
606	8/20/2023	2700 185th Lane Northeast	EMS call
607	8/20/2023	155 Collen Street Northeast	EMS call
608	8/20/2023	3038 221st Avenue Northeast	EMS call
609	8/20/2023	18164 Hwy 65 Northeast Apt 53	EMS call
610	8/20/2023	834 193rd Lane Northeast	EMS call
611	8/21/2023	Hwy 65 Northeast and Sims Rd Ne	Crash
612	8/22/2023	18164 Hwy 65 Northeast Apt 53	EMS call
613	8/22/2023	4453 229th Avenue Northeast	EMS call
614	8/22/2023	22022 Quincy Street Northeast	EMS call
615	8/23/2023	24333 Pierce Path Northeast	EMS call
616	8/23/2023	18164 Hwy 65 Northeast Apt 81	EMS call
617	8/25/2023	19131 Taylor Street Northeast Apt 11	EMS call
618	8/26/2023	795 203rd Lane Northeast	EMS call
619	8/26/2023	2660 Fawn Lake Drive Northeast	Crash
620	8/27/2023	22471 Monroe Street Northeast	EMS call
621	8/28/2023	24355 Hwy 65 Northeast Apt 119	EMS call
622	8/28/2023	22824 Waconia Circle Northeast	EMS call
623	8/29/2023	903 203rd Lane Northeast	EMS call
624	8/29/2023	19131 Taylor Street Northeast Apt 18	EMS call
625	8/29/2023	21709 University Avenue Northeast	Other
626	8/29/2023	18522 Everglade Drive Northeast	EMS call
627	8/30/2023	24425 Durant Street Northeast	EMS call
628	8/30/2023	20824 Eveleth Street Northeast	EMS call
629	8/30/2023	Hwy 65 Northeast and 233rd Ave	Crash
630	8/31/2023	Hwy 65 Northeast and 237th Ave NE	Crash
631	8/31/2023	19474 5th Street Northeast	EMS call

73 Total calls

- 60 Medicals
- 5 Crashes
- 1 Alarms
- 3 Burning/Smoke
- 3 Other
- 0 Fires
- 1 Mutual Aid



**City of East Bethel
City Council Meeting
Agenda Item Information**



Date: September 25, 2023

Agenda Item Number: Item 6.0 A - I

Requested Action: Consider approving the Consent Agenda as presented

Background Information:

Item A – Approval of Bills

Item B – Minutes: September 11, 2023 City Council Meeting

The September 11, 2023 City Council Meeting minutes are attached for review, edits and approval.

Item C – Res 2023-67, Counting Write-In Votes for Local Elective Offices

In the last session of the Minnesota Legislature, changes were made to election law that went into effect on July 1, 2023. Among these are changes that cities can now adopt a resolution requiring that either:

- OPTION 1: Write-in candidates must submit a request in order to have their individual votes tallied; or
- OPTION 2: Write-in candidates will only have their individual votes tallied if the total number of write-in votes for the contest is greater than or equal to the fewest number of votes cast for a non-write-in candidate.

Counting only registered write-in candidates aligns with the write-in recording process with Federal, State and County offices. City election staff recommends approving Res 2023-67, which utilizes Option #1 for counting write-in votes, and requires a write-in candidate to submit a request to have their individual votes tallied.

Item D – Accept Resignation of Finance Coordinator

Jackie Campbell, City Finance Coordinator, has submitted her letter of resignation, effective October 20, 2023. Jackie has been employed with the City of East Bethel since December 4, 2004. In her nearly nineteen years of service she has been involved a variety of administrative and financial functions and done her job with the highest degree of professionalism. Jackie has set a standard with her work ethic and dependability that is a model for other employees.

We wish Jackie well in her retirement and thank her for her service. She will be missed by all.

Item E – Appointment of Emily Jabs as Finance Coordinator

Emily Jabs began employment with the City of East Bethel on July 25, 2022 as the City's Administrative Assistant. Ms. Jabs has an AS degree in Business from Anoka Ramsey Community College and, prior to her employment with the city, was employed with First Bank and Trust as a Retail Banking Specialist for over six years. During her tenure with the City, Ms. Jabs has been trained in accounts payable and payroll, has exceeded all expectations of her current position and has demonstrated the aptitude and ability to perform the essential duties and responsibilities of the Finance Coordinator position. In addition to her education and work experience, Ms. Jabs has the interpersonal skills required to effectively function in a public work environment. The City Administrator and Finance Director highly recommend that Council approve Ms. Jabs' promotion to the Finance Coordinator position with a starting date of September 26, 2023 at Grade 5 Step B in the 2023 compensation plan (\$25.51/hr).

Item F – Authorization to Advertise for Administrative Assistant Position

The approval of the promotion of Emily Jabs to the Finance Coordinator, will create a vacancy for the Administrative Assistant position. The Administrative Assistant functions as the receptionist, election support staff person to the Administrative Coordinator and provides support services to the

Administration and Public Works Departments along with a variety of other duties as outlined in the job description exhibited as Attachment 6.0 F. With this apparent vacancy, Staff is requesting approval to advertise for the open Administrative Assistant position.

Item G – 2024 ACSO Law Enforcement Contract

The Anoka County Sheriff’s Office (ACSO) presented their 2024 East Bethel Law Enforcement Contract proposal to the City on August 7, 2023. The cost of the proposed 2024 contract will be \$1,390,993. The 2023 contract was \$1,217,878. The difference in the costs is \$173,115 or an increase of 14.2% for the 2024 service. The increase between the 2022 and 2023 contract was 4%* and the increase of the 2022 over the 2021 contract was 1.4%. Raises for deputies and associated ACSO personnel, were the primary cause of the increases for the past two years.

Council discussed options for reducing costs of the Law Enforcement Contract at the August 7, August 28 and September 11, 2023 meetings and directed staff to explore cost cutting measures that could be considered for the 2025 contract discussions coverage.

Staff recommends Council consider approval of the ACSO 2024 Law Enforcement Contract for the City of East Bethel as presented in Attachment in 6.0 D.

*The original increase for the 2023 contract was 8% but the city eliminated the contractual services of the Community Service Officers (CSO) to reducing the overall increase to 4%. CSO’s are non-sworn personnel.

Item H – Approve the Successful Probation Period Completion for Paid On Call Firefighters

The Fire Chief along with the fire officers are recommending that Jordan Hill and Mitch Bohlke be approved as firefighters for the East Bethel Fire Department. Both individuals have completed all the requirements of the probationary period set by the department. Upon approval of completion of their probationary status, these firefighters will move to a Firefighter 1 rank for pay (\$16.26 per hour) beginning October 1, 2023.

Item I - 2024 Anoka County Municipal Waste Abatement Grant Funding Award/Recycle Contract

The City of East Bethel is eligible for a \$47,820 grant for the 2024 SCORE Municipal Abatement Program with an additional \$20,000 that has been included as a supplement for additional recycle operations. In total, City will receive \$67,820 from Anoka County in 2024 to operate the City Recycling Center. These funds are provided on an annual basis and are separate from any additional grants that may be available within this program.

Our tonnage requirements for this program have increased over the past years. These additional monies, over and above the basic grant, have proved instrumental in enabling the City to meet the higher goals set by the County as a result of our population growth. The City has met their assigned tonnage goals for each of the past six years. Our goal for 2024 will remain at 1,267 tons.

Staff recommends the City authorize the approval of the 2024 Agreement for the Residential Recycling Program, Anoka County Contract # C0010111 for grant funding in the amount of \$67,820.

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
September 25, 2023
Payment Summary

Payments for Council Approval	
Bills to be approved for payment	\$120,027.63
Electronic Payroll Payments	\$40,130.62
Payroll City Council - September 15, 2023	\$2,232.90
Payroll Fire Department - September 15, 2023	\$12,151.81
Payroll City Staff - September 12, 2023	\$49,004.24
Total to be Approved for Payment	\$223,547.20

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Bldg/Facility Repair Supplies	541202249231193	Capital One Trade Credit	615	49851	\$85.17
Arena Operations	Bldg/Facility Repair Supplies	985228	Ham Lake Hardware	615	49851	\$13.69
Arena Operations	Bldg/Facility Repair Supplies	17000	Menards - Forest Lake	615	49851	\$22.98
Arena Operations	Bldg/Facility Repair Supplies	17297	Menards - Forest Lake	615	49851	\$15.61
Arena Operations	Bldg/Facility Repair Supplies	331986	S & S Industrial Supply	615	49851	\$11.60
Arena Operations	Bldg/Facility Repair Supplies	025803	Winnick Supply	615	49851	\$361.67
Arena Operations	Bldgs/Facilities Repair/Maint	0079685-IN	R & R Specialities, Inc.	615	49851	\$1,434.55
Arena Operations	Cleaning Supplies	57358	Menards Blaine	615	49851	\$69.84
Arena Operations	Repairs/Maint Machinery/Equip	80059390	IBP	615	49851	\$431.00
Building Inspection	Conferences/Meetings	7789490059	Sherri Eisenbraun	101	42410	\$108.55
Building Inspection	General Operating Supplies	09 2023	Aaron Berg	101	42410	\$108.69
Building Inspection	Permit Reimbursement	2023-00697	BROOTEN ELECTRIC LLC	101		\$200.00
Building Inspection	Permit Reimbursement	2023-00816	CASCADE ELECTRIC & LIGHTING INC	101		\$90.00
Building Inspection	Permit Reimbursement	2023-00627	HUBBARD ELECTRIC	101		\$100.00
Building Inspection	Permit Reimbursement	2023-00503	INDEPENDENCE ELECTRIC INC	101		\$47.50
Building Inspection	Permit Reimbursement	2023-00627	JT ELECTRIC SERVICE INC	101		\$1,303.50
Building Inspection	Professional Services Fees	08 2023	Sloth Inspections, Inc.	101	42410	\$4,709.60
City Administration	Conferences/Meetings	00571	Carrie Frost	101	41320	\$50.00
City Administration	Office Supplies	IN4320110	Innovative Office Solutions	101	41320	\$77.22
City Administration	Printing and Duplicating	34891	Catalyst Graphics, Inc.	101	41320	\$1,105.00
City Administration	Professional Services Fees	M28538	TimeSaver Off Site Secretarial	101	41320	\$455.00
City Administration	Telephone	09 2023	CenturyLink	101	41320	\$147.16
City Administration	Travel Expenses	091123	Jack Davis	101	41320	\$227.33
Fire Department	Clothing & Personal Equipment	INV-48447	Alex Air Apparatus 2 LLC	101	42210	\$221.62
Fire Department	Dues and Subscriptions	11777	MN Fire Serv Cert Board	101	42210	\$446.25
Fire Department	General Operating Supplies	319736	Aspen Mills, Inc.	101	42210	\$80.00
Fire Department	General Operating Supplies	9838360254	Grainger	101	42210	\$66.63
Fire Department	General Operating Supplies	168301335	Uline	101	42210	\$486.87
Fire Department	Motor Fuels	24604590	Mansfield Oil Company	101	42210	\$125.59
Fire Department	Office Equipment Rental	34860961	GreatAmerica Financial Svcs	101	42210	\$125.78
Fire Department	Small Tools and Minor Equip	8576585Y	NFPA	101	42210	\$371.75
Fire Department	Telephone	09 2023	CenturyLink	101	42210	\$113.21
Fire Department	Telephone	09 2023	CenturyLink	101	42210	\$87.74
Fire Department	Telephone	13299700113558	Midcontinent Communications	101	42210	\$20.25
Fire Department	Tires	327922	PTL Tire & Automotive Ctr	101	42210	\$30.60
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	455408-08-23	Premium Waters, Inc.	101	41940	\$40.03
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	47081	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	Cleaning Supplies	IN4320110	Innovative Office Solutions	101	41940	\$107.14



City of East Bethel
September 25, 2023
Payment Summary

Legal	Legal Fees	36196	Eckberg, Lammers, P.C.	101		\$367.50
Legal	Legal Fees	08 2023	Eckberg, Lammers, P.C.	101	41610	\$10,214.76
Legal	Legal Fees	36363	Eckberg, Lammers, P.C.	101	41610	\$392.00
Legal	Legal Fees	36363	Eckberg, Lammers, P.C.	101	41610	\$563.50
Legal	Legal Fees	36363	Eckberg, Lammers, P.C.	101	41610	\$808.50
Legal	Legal Fees	36363	Eckberg, Lammers, P.C.	101	41610	\$441.00
Legal	Legal Fees	36363	Eckberg, Lammers, P.C.	101	41610	\$49.00
Legal	Legal Fees	36363	Eckberg, Lammers, P.C.	101	41610	\$24.50
Legal	Legal Fees	36363	Eckberg, Lammers, P.C.	101	41610	\$800.00
Park Capital Projects	Bldg/Facility Repair Supplies	2023472	Minnesota/Wisconsin Playground	407	40700	\$26,196.77
Park Maintenance	Bldg/Facility Repair Supplies	144949	Int'l Security Products	101	43201	\$875.54
Park Maintenance	Cleaning Supplies	1276	Menards Cambridge	101	43201	\$23.62
Park Maintenance	Clothing & Personal Equipment	4167458117	Cintas Corporation	101	43201	\$32.96
Park Maintenance	Clothing & Personal Equipment	4168263360	Cintas Corporation	101	43201	\$34.65
Park Maintenance	Equipment Parts	110951692	Fleet Pride	101	43201	\$20.55
Park Maintenance	Motor Fuels	24604590	Mansfield Oil Company	101	43201	\$241.52
Park Maintenance	Park/Landscaping Materials	027829	Hoffman Bros. Sod, Inc	101	43201	\$980.00
Park Maintenance	Small Tools and Minor Equip	985335	Ham Lake Hardware	101	43201	\$18.99
Payroll	Insurance Premium	10 2023	Dearborn Group	101		\$2,005.97
Payroll	Insurance Premium	CNS0001349144	Delta Dental	101		\$684.47
Payroll	Insurance Premium	CNS0001349144	Delta Dental	101		\$51.04
Payroll	Insurance Premium	265864258643	Medica	101		\$8,934.68
Payroll	Union Dues	09 2023	MN Public Employees Assn	101		\$351.00
Planning and Zoning	Escrow Reimbursement	09 2023	HELLUM, KEVIN	101		\$995.00
Planning and Zoning	Filing Fees	23-28686	Anoka County Property Tax	101	41910	\$276.00
Planning and Zoning	Filing Fees	23-28696	Anoka County Property Tax	101	41910	\$184.00
Planning and Zoning	Filing Fees	23-30871	Anoka County Property Tax	101	41910	\$92.00
Planning and Zoning	Legal Fees	36363	Eckberg, Lammers, P.C.	101		\$808.50
Planning and Zoning	Legal Notices	964825	ECM Publishers, Inc.	101	41910	\$59.12
Planning and Zoning	Legal Notices	964826	ECM Publishers, Inc.	101	41910	\$59.12
Recycling Operations	Professional Services Fees	08 2023	Freimuth Enterprises LLC	226	43235	\$30.00
Risk Management	Property Ins	09 2023	League of MN Cities Ins Trust	101	48140	\$41.00
Street Maintenance	Bldg/Facility Repair Supplies	1539-216055	O'Reilly Auto Stores Inc.	101	43220	\$10.19
Street Maintenance	Bldgs/Facilities Repair/Maint	4167458117	Cintas Corporation	101	43220	\$8.99
Street Maintenance	Bldgs/Facilities Repair/Maint	4168263360	Cintas Corporation	101	43220	\$9.45
Street Maintenance	Bldgs/Facilities Repair/Maint	455408-08-23	Premium Waters, Inc.	101	43220	\$40.03
Street Maintenance	Bldgs/Facilities Repair/Maint	0204051	Zahl Petroleum Maintenance Co.	101	43220	\$1,252.25
Street Maintenance	Clothing & Personal Equipment	4167458117	Cintas Corporation	101	43220	\$32.95
Street Maintenance	Clothing & Personal Equipment	4168263360	Cintas Corporation	101	43220	\$34.65
Street Maintenance	Equipment Parts	P49360	MacQueen Emergency, Inc.	101	43220	\$166.93
Street Maintenance	Equipment Parts	P50583	MacQueen Emergency, Inc.	101	43220	\$2,646.63
Street Maintenance	Equipment Parts	P50723	MacQueen Emergency, Inc.	101	43220	\$557.44
Street Maintenance	Equipment Parts	P51595	MacQueen Emergency, Inc.	101	43220	\$312.54
Street Maintenance	Motor Fuels	24604590	Mansfield Oil Company	101	43220	\$598.99
Street Maintenance	Motor Vehicle Services (Lic d)	RSV0110888	Fleet Pride	101	43220	\$4,165.27
Street Maintenance	Motor Vehicles Parts	110938868	Fleet Pride	101	43220	\$14.74
Street Maintenance	Motor Vehicles Parts	110939527	Fleet Pride	101	43220	\$54.82
Street Maintenance	Motor Vehicles Parts	110940683	Fleet Pride	101	43220	\$5.66
Street Maintenance	Motor Vehicles Parts	110950853	Fleet Pride	101	43220	\$244.02
Street Maintenance	Motor Vehicles Parts	110950951	Fleet Pride	101	43220	\$5.66



City of East Bethel
September 25, 2023
Payment Summary

Street Maintenance	Motor Vehicles Parts	110986761	Fleet Pride	101	43220	\$49.35
Street Maintenance	Motor Vehicles Parts	111132731	Fleet Pride	101	43220	\$9.08
Street Maintenance	Motor Vehicles Parts	111187585	Fleet Pride	101	43220	\$90.90
Street Maintenance	Motor Vehicles Parts	111187633	Fleet Pride	101	43220	\$38.26
Street Maintenance	Motor Vehicles Parts	111189792	Fleet Pride	101	43220	\$71.06
Street Maintenance	Motor Vehicles Parts	111189860	Fleet Pride	101	43220	\$89.55
Street Maintenance	Motor Vehicles Parts	111245415	Fleet Pride	101	43220	\$26.80
Street Maintenance	Motor Vehicles Parts	111245542	Fleet Pride	101	43220	\$41.13
Street Maintenance	Motor Vehicles Parts	111267942	Fleet Pride	101	43220	(\$129.33)
Street Maintenance	Motor Vehicles Parts	032423	TRANSWEST	101	43220	(\$101.62)
Street Maintenance	Motor Vehicles Parts	093P1418	TRANSWEST	101	43220	\$91.35
Street Maintenance	Motor Vehicles Parts	093P1558	TRANSWEST	101	43220	\$238.23
Street Maintenance	Safety Supplies	23117818-03	New Pig Corporation	101	43220	\$273.00
Street Maintenance	Small Tools and Minor Equip	111073974	Fleet Pride	101	43220	\$52.82
Street Maintenance	Small Tools and Minor Equip	1539-217333	O'Reilly Auto Stores Inc.	101	43220	\$19.99
Street Maintenance	Street Maint Materials	IN55407	City of St. Paul	101	43220	\$2,576.94
Street Maintenance	Street Maint Services	90414	Bjorklund Companies, LLC	101	43220	\$30,630.20
TIF 1-2	Professional Services Fees	1103	Ehlers	436	43600	\$280.00
TIF 1-2	Professional Services Fees	1105	Ehlers	436	43600	\$1,275.00
TIF 1-2	Professional Services Fees	1106	Ehlers	436	43600	\$115.93
TIF 1-3	Professional Services Fees	1103	Ehlers	437	43700	\$280.00
TIF 1-3	Professional Services Fees	1106	Ehlers	437	43700	\$115.93
TIF 1-3	Professional Services Fees	1107	Ehlers	437	43700	\$1,890.00
TIF 1-4	Professional Services Fees	1103	Ehlers	438	43800	\$280.00
TIF 1-4	Professional Services Fees	1106	Ehlers	438	43800	\$115.93
TIF 1-5	Professional Services Fees	1103	Ehlers	439	43900	\$280.00
TIF 1-5	Professional Services Fees	1104	Ehlers	439	43900	\$300.00
TIF 1-5	Professional Services Fees	1106	Ehlers	439	43900	\$115.96
Water Utility Operations	Chemicals and Chem Products	6579323	Hawkins, Inc	601	49401	\$50.00
Water Utility Operations	Gas Utilities	5937869-5 8	CenterPoint Energy	601	49401	\$15.00
Water Utility Operations	Gas Utilities	9541753-1 8	CenterPoint Energy	601	49401	\$90.50
Water Utility Operations	Telephone	09 2023	CenturyLink	601	49401	\$150.35
Water Utility Operations	Telephone	09 2023	CenturyLink	601	49401	\$73.49
Water Utility Operations	Telephone	09 2023	CenturyLink	601	49401	\$196.24
						\$120,027.63



City of East Bethel
September 25, 2023
Payment Summary

Electronic Payroll Payments		
Payroll	PERA	\$9,999.50
Payroll	Federal Withholding	\$6,176.89
Payroll	Medicare Withholding	\$2,667.60
Payroll	FICA Tax Withholding	\$10,470.70
Payroll	State Withholding	\$3,833.98
Payroll	MSRS/H.S.A./HCSP	\$6,981.95
		\$40,130.62

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL MEETING

September 11, 2023

The East Bethel City Council met on September 11, 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
Christina Benson, City Attorney
Aaron Berg, Community Development Director
Nate Ayshford, Public Works Manager
Mike Jeziorski, Deputy City Administrator/Finance Director

1.0 Call to Order

The September 11, 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.

The Council took a moment of silence in remembrance of September 11, 2001.

3.0 Adopt Agenda

Mundle stated I'll make a motion to adopt tonight's 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.**

4.0 Presentations and Public Hearings

4.0 A Anoka County Sheriff's Office 2024 Law Enforcement Contract Discussion

Davis presented a chronological summary of discussions with the ACSO regarding the 2024 ACSO Law Enforcement Contract through August 28, 2023. He stated per Lewis' request, Commander Lenzmeier provided the following information:

The PSDS and APS Maintenance Cost \$8,541

****PSDS (\$7,625)** is the annual cost for maintenance for our CAD (Computer aided dispatch) and FBR (Field Based Reporting). These are the platforms the deputies use to respond to calls and write reports. This cost is derived from calls for service and each city pays into the PSDS based on the number of calls for service.

****APS (\$916)** is the automated Pawn Service now known as LEEDS Online. This is a platform available to all our deputies to track and locate stolen property and identify suspects who frequently pawn items. Cost is divided among all deputies on patrol and charged based on deputies within the contract. Annual cost per deputy is approximately \$152.

Administrative, clerical, + substation computer line charge- \$121,107 (Error was identified in this calculation, less \$916 from original)

10% of all personnel costs. \$117,307

1 **This covers all levels of support services for the law enforcement contract. Records Technicians,
2 County CSO, Human resources, Supervision, Attorney, Accounting, admin assist., crime prevention,
3 etc.

4 Substation Computer line \$3,800

5 **This is a charge for annual IT support and maintenance for the county computer lines. This cost is
6 charged to the Sheriff's Office from Anoka County IT.

7 Davis indicated on August 29, 2023, Lewis requested additional clarification as to Administrative
8 Costs. Lewis' questions pertained to benefits and proration method for cost calculations and were as
9 follows (Commander Lenzmeier's response on August 30, 2023 are following the questions):

- 10 1. Do I understand correctly that P.E.R.A. contributions (pension account) are about 17-18% of
11 salaries? Correct, PERA is calculated at 17.70%
- 12 2. What does "Severance Allowance" include again? Severance is 2.7%. Future fringe benefits
13 after termination.
- 14 3. Health Insurance is a very large number; about 13% of salaries. Does this include the officers
15 and their families only and do they pay any portion of their health insurance premiums? This
16 does include deputies and their families or spouse. The cost for the county is approximately
17 \$19,100 and of that cost, the deputy pays approximately 24%.
- 18 4. PRORATION METHODOLOGY: How exactly are the totals prorated out to the contracting
19 cities? Simply according to the number of Sworn Deputy Sheriff Hours called for in the
20 contract? As opposed to factoring in population or area or the recent contract period's
21 history of calls for ACSO services? I am not sure what this question is asking.
22 If you would like to meet in person and discuss question 4 or other questions, please let me
23 know. ~Paul.

24 Davis noted Mayor Lewis expressed his appreciation for Commander Lenzmeier's comments.

25 Davis stated on September 6, 2023 Lewis had a conversation with Commander Lenzmeier to discuss
26 the proration methodology.

27 Davis noted the discussion on this item will be to explore options concerning cost reductions for the
28 ACSO Law Enforcement Contract for 2024 or subsequent years. It is recommended that the amount
29 included in the preliminary budget be considered for approval as presented in item 4.0 B, Preliminary
30 2024 Budget. The final budget can decrease, should there be any other movements on this matter,
31 and can be adjusted to reflect any reductions prior to or as a part of the final budget approval on
32 December 11, 2023.

33 Davis stated options to consider in the discussion could include but not be limited to:

- 34 • Reduction in contracted hours of service. If this option is considered it should be weighed
35 heavily against the potential consequences of a reduction in public safety services;
- 36 • Exploration of regional contract that could potentially consolidate and reduce the
37 administrative costs as opposed to individually contracting separate municipal agreements;
- 38 • Developing a new methodology to calculate administrative cost allocations that would factor
39 in calls for service, population and other factors that may influence this line-item expense;
40 and/or,
- 41 • Other alternatives that are related to the discussion.

1 Lewis stated he has had a number of discussions with the mayor of Ham Lake and one of their city
2 councilmembers along with the mayor of Oak Grove regarding this. He indicated the costs were the
3 same, but Ham Lake had 38 percent more population with 35 percent more calls for service than East
4 Bethel. He noted East Bethel has 36 hours per day of Deputy services. He asked if Ham Lake had a lot
5 more calls, why did they have the same number. He indicated it would make more sense if the
6 allocations appropriations by City were based on the history of call service, or if they said it was due
7 to the larger size of East Bethel and there was more wear and tear on vehicles, more mileage, gas,
8 etc.

9 Lewis stated the only way he could figure out them reducing costs was to reduce the hours. He noted
10 a reduction of 36 hours to 32 was about 11 percent reduction in cost; a reduction to 30 hours was
11 about a 17 percent reduction.

12 Lewis indicated he had thought of an option which was to have residents of each City serve as a
13 complement to the Sheriff's service, almost like community service officers but they would not have
14 any legal interaction to stop crime. However, he indicated they would be the eyes and ears of the
15 community and they would pay people with a vested interest in the well-being of their community
16 because they lived in it as opposed to just being a paid service.

17 Lewis stated that person would have a background check and some training by the Sheriff's
18 Department. He noted this was a way to augment the Sheriff's Department services without
19 incurring the considerable cost per hour of sworn deputies.

20 Lewis indicated a couple of the other mayors thought this idea might have some merit and so they
21 were going to talk about it some more. He noted they do not need to do this this year because of the
22 public safety grants, which would more than offset the increase for this year's budget.

23 Lewis stated they needed to figure out a solution as either East Bethel is over protected or Ham Lake
24 is under protected, so they needed to come up with another way to do this and still get the same
25 safety result.

26 DeRoche stated he would not be agreeable to shortening the hours of public safety service. He
27 indicated public safety, fire, and public works were the three key things they had to have. He
28 acknowledged it was a lot of money, but he did not want less hours.

29 Mundle agreed and believed the important things were public protection, police protection, sheriff's
30 office, and emergency services. He indicated life or death situations cost money but what was money
31 versus a human life. He noted in the last Sheriff's report the crime statistics were increasing. He
32 stated he would not agree with reducing the hours.

33 Miller stated he appreciated Lewis breaking down the numbers and they had a year to figure this out.
34 He noted as long as other cities were paying high salaries for public safety services, it was going to be
35 tough for East Bethel and they were going to have to make some decisions. He noted the residents
36 were always going to be first, but they also had to know the numbers that were involved.

37 Smith stated he also appreciated Lewis breaking down the numbers, but he believed they could trim
38 other areas in the City to cut costs. He indicated they had a year to figure this out and he was sure
39 there were other ways to make up the difference. He noted they could trim things in different areas.

40 Lewis stated he was not in favor of cutting hours either, but he wanted to point out that things did
41 not add up with Ham Lake having a larger population with more calls. He recommended the City
42 Administrator and a Council Member meet with the Sheriff's Department at least twice a year, if not

1 quarterly, to sit down and do a review. Davis stated that would give them a little bit more warning
2 before things were thrown at the City.

3 Lewis stated communication with the Sheriff needed to be improved. Davis stated it was a good idea
4 to sit down with the Sheriff's Department to see what they could do to work out and explore ways for
5 cost savings in the contract.

6 Lewis noted this might mean meeting with all of the cities at one time to brainstorm and see what
7 they could do to make a difference.

8 **Informational; no action required.**

9 **4.0 B Adoption of 2024 Preliminary Levy and Budget and ACSO Contract Discussion**

10 Davis stated that the 2024 budget was discussed at the July 5, August 7, August 14, and August 28,
11 2023 City Council Meetings. Based on the discussions from these meetings along with input from the
12 City Department Supervisors, the 2024 Preliminary Budget was prepared for the Council's review and
13 consideration for approval.

14 Presentation of the 2024 General Fund Expenditure Budget

15 Davis indicated the overall 2024 preliminary general fund expenditure budget is projected to increase
16 by 5% or \$347,400—the following expenditure inputs are the primary drivers of the overall increase.

17 Staff - Salaries and Benefits

- 18 • Per Union Contract – 3.5% COLA increase per 9 union / 13 non-union employees (\$45K
19 Aggregate increase)
- 20 • Per Union Contract - \$25 increase to \$1,450 per month cafeteria contribution per 9 union / 13
21 non-union employees (\$7K Aggregate increase)
- 22 Contracted Services
- 23 • Election Services - \$17K increase
- 24 • City Assessor Contract – 0% or \$0K change (Contract ends 12/31/24)
- 25 • City Attorney Contract – 9% or \$15K increase (Contract ends 5/31/26)
- 26 • Law Enforcement Contract - 14% or \$174K increase (Anoka County Proposal)
- 27 • Insurance Agent Contract – 0% or \$0K change (Contract ends 12/31/24)
- 28 • League of MN Cities (Risk Management) – 10% or \$10K increase
- 29 • Metro Inet JPA (IT) - \$15K increase
- 30 Transfers
- 31 • \$0K increase to Equipment Replacement (\$280K Transfer within the department budgets)
- 32 • \$50K increase to Street Capital (\$550K Transfer)
- 33 • \$0K increase to Building Capital (\$50K Transfer)
- 34 • \$0K increase to Park Capital (\$100K Transfer)

35
36 Davis stated the City has a fund balance policy that states that the City will maintain an unassigned
37 fund balance in the General fund of at least 40% of next year's budgeted expenditures. In practice,
38 the City has historically maintained and targeted 50% of next years budgeted expenditures to ensure
39 the general fund has adequate cash flow in order to meet operational needs.

40 Davis indicated the City ended 2022 with a general fund balance of \$3,672,546. Given this amount,
41 estimates for 2023 general fund financial performance and the 2024 preliminary expenditure budget

1 it is projected the City could use \$225,000 in fund balance to offset the increase in 2024 expenditures
2 in order to keep the levy increase at a modest 2% for 2024 and still be over the targeted 50%.

3 Davis stated the 2024 preliminary General Fund levy is proposed to increase by \$106,500 from
4 \$5,144,600 in 2023 to \$5,251,100 in 2024. Davis noted the 2024 preliminary Debt Service levy is
5 proposed to increase by \$18,000 from \$945,500 in 2023 to \$962,500 in 2024. The 2024 preliminary
6 EDA levy is proposed to remain unchanged at \$136,200. Davis indicated the 2024 preliminary HRA
7 levy is proposed to remain unchanged at \$77,000.

8 Davis stated overall, the 2024 general fund expenditure increase along with the strategic use of fund
9 balance would then result in a corresponding levy increase (general tax levy, debt service levy, EDA
10 levy, and HRA levy) of 2.0% or \$123,500 in order to balance the 2024 budget.

11 Davis recommended Council approve the following:

12 Motion I: Staff requests Council consider approval of Resolution 2023-62, Set Final Levy & Budget
13 Date.

14 Motion II: Staff requests Council consider approval of Resolution 2023-63, Setting the Preliminary
15 Property Tax Levy and Budget for 2024.

16 Motion III: Staff requests Council consider approval of Resolution 2023-64, Setting the Preliminary
17 2024 EDA Levy & Budget.

18 Motion IV: Staff requests Council consider approval of Resolution 2023-65, Setting the Preliminary
19 2024 HRA Levy and Budget.

20 **4.0 B.1 Preliminary 2024 Budget**

21 **4.0 B.2 Res. 2023-62, Set Final 2024 Levy and Budget Date**

22 **Mundle stated I'll make a motion to adopt Resolution 2023-62 Resolution Setting Date for Final**
23 **Budget and Tax Levy Hearing. DeRoche stated I'll second.** Lewis asked any discussion?

24 Smith asked how was the date determined. Davis responded it was in the Resolution.

25 Lewis asked if the actual amount of the levy increase was 1.6 percent. Jeziorski responded it was 2
26 percent. Lewis questioned the 2 percent. Jeziorski responded he believed the consensus was to
27 prepare the preliminary budget at 2 percent, and then they would have the opportunity to lower it at
28 the final budget meeting in December if they wanted.

29 Lewis inquired where the \$100,000 administrative fee for the conduit bond showed up. Jeziorski
30 explained that was taken in July and got rolled into the fund balance. He pointed out it was a line
31 item labeled a conduit bond. He stated that was going to be rolled right into the fund balance as they
32 end 2023.

33 Lewis inquired about the \$515,000. Jeziorski responded that the \$515,000 should be arriving to the
34 City sometime in December and it would be put into the fund balance again and be allocated as
35 restricted. He indicated when they opened up 2024, they would allocate that entire amount to the
36 Police contract.

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

38 **Motion passes unanimously.**

39 **4.0 B.3 Res. 2023-63, Set the Preliminary 2024 Levy & Budget**

40 **Mundle stated I'll make a motion to adopt Resolution 2023-63, Resolution Setting the Preliminary**
41 **Property Tax Levy and Budget for 2024. Miller stated I'll second.** Lewis asked any discussion? To

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

3 **4.0 B.4 Res. 2023-64, Set the Preliminary 2024 EDA Levy & Budget**

4 **Smith stated I'll make a motion to adopt Resolution 2023-64, Resolution Setting the Preliminary**
5 **Economic Development Authority Property Tax Levy and Budget for 2024. Miller stated I'll second.**
6 Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any
7 opposed? That motion passes. **Motion passes unanimously.**

8 **4.0 B.5 Res. 2023-65, Set the Preliminary 2024 HRA Levy & Budget**

9 **Mundle stated I'll make a motion to adopt Resolution 2023-65, Resolution Setting the Preliminary**
10 **Housing and Redevelopment Authority Property Tax Levy and Budget for 2024. Miller stated I'll**
11 **second.** Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked
12 any opposed? That motion passes. **Motion passes unanimously.**

13 **5.0 Public Forum**

14 Ray Jordan, owner of Ray Jordan and Sons Landscaping and Blue Ribbon Pines Disc Golf, stated he
15 had made a mistake with the City. He indicated they have a frisbee golf course which was going very
16 well. He noted they have tried to incorporate a lot of things with the disc golf, including music and
17 ultimate frisbee events in an attempt to try and attract more people to their place and get more
18 exposure.

19 Mr. Jordan indicated they had four reoccurring events this year and when he scanned over the
20 permits, he realized he had only received one permit from the City. He explained issues with his
21 businesses were busy and he got a little "disjointed" this year. He indicated they were having an
22 upcoming event and did not have a permit, but everything was in compliance such as having
23 sufficient bathrooms, fire alleys, security, etc.

24 Mr. Jordan stated he "dropped the ball" this year and did not communicate with the City. He
25 indicated he thought the applications had been submitted, but they were not.

26 Lewis stated they had heard a lot of complaints from residents about the sound level and the lateness
27 of his event. He stated that was the reason he and DeRoche came over. Mr. Jordan stated the
28 person who runs his office reached out to every resident that they know of in the area. He indicated
29 they were trying to do the right thing. He noted on the second day, they tried to change speakers
30 and tried to do things differently.

31 Mr. Jordan stated they were having another event this weekend as a benefit for a family who had a
32 child with cancer. He indicated they had worked on this event for nine months. He acknowledged he
33 had put the City in a bad position.

34 Lewis stated he did not believe this was malevolent on Mr. Jordan's part, but it had to be equal
35 treatment under the law. He believed the noise should have been kept down after 10 p.m.

36 Mr. Jordan indicated the next event was easy listening rock n' roll music and it was a free show. He
37 requested instead of having the music turned off at 10 p.m., they would like to have it go until
38 midnight.

39 Lewis asked what happened to the headphone system Mr. Jordan had told him about. Mr. Jordan
40 responded that would be difficult for this event because of the coordination with the sound.

41 Lewis stated even with a permit, the law was still 10 pm. Mr. Jordan noted his permit said 12:30 am
42 for the weekend outdoor permit. Davis noted 10 p.m. was a noise ordinance.

1 Lewis asked if that related to the noise ordinance. Mr. Jordan responded they had done it until 12
2 a.m. every year they have had the concert.

3 Berg stated outdoor entertainment permits allowed for the function to happen until midnight. He
4 noted the outdoor entertainment permit also had a stipulation that says they needed to follow the
5 noise ordinance.

6 Mr. Jordan stated the other event went until 3 a.m. and every permit he had from the City was
7 always 12 am. Lewis noted they had received a lot of calls about this.

8 Lewis stated as long as they complied with the noise ordinance and turned the music down at 10
9 p.m., then everything would be okay.

10 Mundle noted for Booster Days, the fireworks started around 10 p.m. and the band played until 11
11 p.m. or 12 p.m. Lewis noted that was a municipal event and not a private one.

12 Lewis asked Mr. Jordan what he wanted them to do. Mr. Jordan responded this was their 14th year of
13 doing this, but it was up to the City.

14 Mr. Jordan stated everything was set up for 12 am. Lewis stated it was 10 p.m. for the noise
15 ordinance. He indicated if they cut their noise down, it would probably eliminate the noise issue.

16 Mundle asked about the bars where they had tent parties and bands, and did those establishments
17 fall under a similar permit as Mr. Jordan's permit. Davis responded they did.

18 Mundle asked what time the bands stopped playing at those events. Davis responded he did not
19 know. He indicated most of those event were with Route 65.

20 DeRoche asked what if this came with the understanding that if there were problems or complaints, it
21 would get shut down. Davis responded the Sheriff's Department could address this as being a public
22 nuisance or disturbance. He noted it was difficult to enforce the noise ordinance standards because
23 they would need to use a decibel meter. He stated if Council wanted to change that portion of the
24 application in the permit, he suggested they add that as an agenda item to follow this discussion
25 where it can be discussed and any amendments they wanted could be added.

26 DeRoche stated maybe there would not be any complaints with this event because bass music did
27 travel. Lewis stated the simple solution was to turn the music down.

28 Mr. Jordan stated the music at this event was different than what they did at the other event. Lewis
29 stated he was concerned about the residents who lived in the immediate area. Mr. Jordan stated
30 they had spoken with everyone in the area. Lewis suggested if the Sheriff's Department received
31 complaints and showed up, then the music had to be turned down.

32 Davis recommended if Council wanted to continue discussing this, they add it to the agenda and
33 conclude the public forum.

34 **DeRoche stated I'll make a motion to add this item as Item F, Ray Jordan Disc Golf. Smith stated I'll**
35 **second.** Lewis asked any discussion?

36 Mundle asked what area was DeRoche adding Item F under. DeRoche stated under the Consent
37 Agenda as Item I.

38 **DeRoche stated I'll amend the motion to add this as Item I to the Consent Agenda. Smith stated I'll**
39 **second.** Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any
40 opposed? That motion passes. **Motion passes unanimously.**

1 **6.0 Consent Agenda**

2 Item A: Approve Bills

3 ~~Item B: Approve Meeting Minutes August 28, 2023 City Council Work Meeting~~

4 Item C: Public Works Technician Successful Probation Completion

5 Item D: Ice Arena Rental Agreement – SFYHA 9-15-23 Fundraiser

6 ~~Item E: Purchase of Single Axle Snowplow~~

7 ~~Item F: Pay Estimate No. 1 for the 2023 Street Improvement Project~~

8 ~~Item G: Pay Estimate No. 1 for the 183rd Avenue Surface Reconstruction Project~~

9 ~~Item H: Capstone Traffic Study Request~~

10 ~~Item I: Blue Ribbon Pines Pending Event~~

11
12 The following items were pulled from the Consent Agenda: Items B, E, F, G, H, and I.

13 **Mundle stated I'll make a motion to approve Consent Agenda Items as amended. DeRoche stated**
14 **I'll second.** Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked
15 any opposed? That motion passes. **Motion passes unanimously.**

16 **6.0 B Approve Meeting Minutes August 28, 2023 City Council Work Meeting**

17 Lewis asked if they had found out from Ehlers how much had to be paid on the three TIF parcels they
18 decertified. Davis responded they have not.

19 Lewis requested on Page 131, line 12, change 30 percent to 30 hours. DeRoche noted he had a
20 couple of corrections that he had sent to the City Administrator. Smith noted he also had a change
21 on a name that would be taken care of.

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

25 **6.0 E Purchase of Single Axle Snowplow**

26 Lewis asked if the purchase of the snowplow was a MAC unit. Ayshford responded that was correct.
27 Lewis stated this sounded like a smart choice, even though it was expensive.

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

31 **6.0 F Pay Estimate No. 1 for the 2023 Street Improvement Project**

32 **6.0 G Pay Estimate No. 1 for the 183rd Avenue Surface Reconstruction Project**

33 Lewis asked for an explanation of the projects. Ayshford responded the 2023 Street Improvement
34 Project was for the annual overlays. He indicated this was for two neighborhoods that were repaved.
35 With respect to Pay Estimate No. 1 for the 183rd Avenue Surface Reconstruction Project, that was also
36 a reconstruction and this was the first bill for dirt work. He stated another invoice would be coming
37 in for this project.

38
39 **Lewis stated I'll make a motion to approve Items F and G of the Consent Agenda. Miller stated I'll**
40 **second.** Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked
41 any opposed? That motion passes. **Motion passes unanimously.**

42 **6.0 H Capstone Traffic Study Proposal**

1 Smith asked on page 157 if that should be Davenport instead of Sandhill Crane. Davis responded that
2 was correct.

3 Smith asked if 187th Lane should be included as well. Davis stated that it will be, and the current
4 statement was just an example.

5 Smith asked how would they know what they were going to do. Davis responded the City Engineer
6 would contact firms who would send the City their proposals and after the proposals were reviewed,
7 the City would know exactly what they were going to do. He noted this would take Capstone out of
8 the picture they would have no real input into the study and an independent contractor would
9 prepare the study.

10 Smith noted Capstone paid for this and asked how much money would be escrowed. Davis
11 responded Capstone would pay for this, but they would not know how much would be escrowed until
12 they received the estimate for the study.

13 Lewis stated this should include 187 Street and Greenbrook both north and south as the traffic flows
14 that way as far as developing the traffic model, along with Briarwood Lane, and most importantly
15 Crosstown east and west as that traffic would “bleed out” the back way onto Crosstown and go both
16 directions. He stated Elevage traffic had to have at least some recognition and be taken into
17 consideration with respect to the traffic otherwise it was not a real study.

18 Lewis stated he had warned everybody that he would be paying close attention to this and would be
19 a “pain in the neck” as much as he had to. He stated he wanted a good traffic study as the one for
20 Elevage was not a good traffic study. Davis stated staff would make sure those points were identified
21 and would be included in the proposal.

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

25 **6.0 I Blue Ribbon Pines Pending Event**

26 Mundle stated he pulled this one to make a recommendation that they allow the event to go until
27 midnight with the caveat that if complaints were received and the Sheriff’s Department came out,
28 that Mr. Jordan would make adjustments depending on the nature of the complaints. He stated in
29 the future, they would need to have discussions about future events, but believed this one could
30 proceed.

31 Lewis stated if noise complaints were received, the volume should be turned down, but if the
32 complaints continue, the Sheriff’s Department could feel free to shut the event down.

33 **Mundle stated I’ll make a motion to approve Item I of the Consent Agenda subject to the**
34 **conditions as noted above. DeRoche stated I’ll second.** Lewis asked any discussion? To the motion,
35 all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes**
36 **unanimously.**

37 **7.0 New Business. Commission, Association, and Task Force Reports**

38 No reports given.

39 **8.0 Department Reports**

40 **8.0 A Community Development**

41 **8.0 A.1 Ordinance 2023 – 18, Storage Containers**

1 Berg stated Councilmember Miller had proposed amendments to City Ordinance Appendix A –
2 Zoning, Section 10-4, Accessory Storage Containers.

3 Berg indicated the Planning Commission reviewed the amendment proposal at its August 22, 2023
4 meeting. At the conclusion of its review, which included a lengthy discussion the Planning
5 Commission made a recommendation, by a 4-3 vote of approval to the City Council of the proposed
6 amendment with the inclusion, modification or addition of a 5-acre minimum lot size requirement, a
7 minimum of a Class 5 base or pad for placement and to require that storage containers meet the
8 zoning setback regulations contained in Section 14. - Detached Accessory Structures. It should be
9 noted that additions recommended by the Planning Commission do conflict with language in the
10 original amendment proposal, which was also included in the approval. Additional modification to the
11 Planning Commission recommendation would be necessary to clarify the conflict.

12 Berg noted the recommendation was presented at the August 28, 2023 City Council meeting. After
13 the public hearing and further discussion staff was directed to work with Councilmember Miller to
14 modify the proposed amendment to incorporate some items proposed by the Planning Commission,
15 staff recommendations and council discussion.

16 Berg stated after conversations with Miller, they were still ironing out some extra details for the
17 Ordinance revision that would be brought to the Council in its final form on September 25 for
18 potential approval. He recommended this item be tabled to that Council meeting.

19 **DeRoche stated I'll make a motion to table to the September 25, 2023 meeting. Mundle stated I'll**
20 **second.** Lewis asked to the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That
21 motion passes. **Motion passes unanimously.**

22 **8.0 A.2 1311 229th Avenue N – Legal Nonconforming Expansion Discussion**

23 Berg noted this item was for discussion only. He asked for Council direction as to how to advise the
24 applicants.

25 Berg stated in 2012, B & T Trucking, an over the road trucking company that has been in business for
26 over 20 years, purchased 1311 229th Avenue NE and relocated a truck/motor freight terminal to the
27 city. The property is located in a Light Industrial (I) District and according to Section 48 – 6 A. Trucking
28 and Motor Freight Terminals are a prohibited use. As truck/motor freight terminals are not permitted
29 in any zone of the City, in 2021 B & T Trucking was required to obtain an IUP as they were a legal
30 nonconforming use to ensure compliance for continued use in the City.

31 Berg indicated the property owners have recently approached the city inquiring about building an
32 additional 50-foot by 60-foot storage building to the property. An existing slab with foundation exists
33 immediately west of their existing building on the property. Although an IUP (Res. 2021-28) was
34 granted on May 10, 2021, the use of the property remains legally nonconforming. Expansion of legal
35 nonconforming uses have been approved by previous City Councils albeit under differing permissions
36 (existing CUPs or previously approved plats prior to zoning changes).

37 Berg indicated according to Section 05 - Nonconformities - It is the intent of this section to regulate
38 such nonconforming situations to accomplish the following:

39 Recognize the existence of uses and structures which were lawful when established but which no
40 longer meet all ordinance requirements.

41 Discourage the enlargement, expansion, intensification, or extension of any nonconforming use
42 or structure and discourage any increase in the impact of a nonconforming use or structure on

1 adjacent properties. Only exceptional cases of any expansion or intensification of a
2 nonconforming use will be permitted and only after city approval of a variance.

3 Encourage the elimination of nonconforming uses and structures or reduce their impact on
4 adjacent properties.

5 Berg noted according to Section 05 -2 A. - A nonconforming use may be continued, including through
6 repair, replacement, restoration, maintenance, or improvement, but not including expansion.

7 Berg stated sometimes a landowner seeks a variance to allow a use of their property that is not
8 permissible under the existing zoning ordinance. Such variances are often termed "use variances" as
9 opposed to "area variances" from dimensional standards. Use variances are not generally allowed in
10 Minnesota. State law prohibits a city from permitting by variance any use that is not permitted under
11 the ordinance for the zoning district where the property is located (Minn. Stat. § 462.357, subd. 6).

12 Berg indicated according to Minnesota State Statute 462.357 OFFICIAL CONTROLS: ZONING
13 ORDINANCE. Subd. 6. Appeals and Adjustments. The Board of Appeals and Adjustments or the
14 governing body as the case may be, may not permit as a variance any use that is not allowed under
15 the zoning ordinance for property in the zone where the affected person's land is located.

16 Berg stated staff is seeking direction to provide the property owners a recommendation as to the
17 expansion of the Truck/Motor Freight Terminal. If City Council gives a positive recommendation to
18 move forward, City staff will work with the property owners to begin the process for formal approval.

19 Lewis asked what the building was intended to be used for. Berg responded they planned on storing
20 semi-tractors. He indicated their interim use permit gave them the right to have no more than 15
21 trailers on the property. He noted the intended use was to remain neat, orderly, and the trucks and
22 trailers shall be screened from the public right-of-way.

23 Mundle asked if they had an existing slab and an existing foundation. Berg responded that the slab
24 and foundation was there when the applicant purchased the property and there was an intent to put
25 a building there, but he did not believe a building was ever built according to the current owner.

26 Lewis asked what the previous use of the property was. Mundle responded that before B & T
27 purchased, it was owned by a tire recycling manufacturer so they had lots of trailers that had
28 shredded and old tires in them. He stated that company has since moved to Isanti. He stated what
29 was there before that he was not sure, but he believed it had always been some sort of trucking-
30 related business.

31 Lewis asked if this business was a cross-dock facility where you break bulk truck freight, where you
32 come in one side and you have truck trailers on the other side, and you basically rearrange the freight
33 from this bunch of trucks for delivery. Berg responded it was his understanding that this is just the
34 place where drivers pick up and drop off their trucks and they do not handle any freight here. He
35 indicated this would be empty truck storage.

36 Miller noted where the white roof was, that was basically open to one side. He asked if there was a
37 wall on the backside and on the east side. He noted there was already a high fence there. Berg
38 responded their whole property was actually fenced very nicely and if it would not be for their
39 signage, someone could barely tell it was a trucking company.

40 Mundle stated they had done a good job. Berg stated the City has not had any complaints that he
41 was aware of and when they came in for the IUP in 2021, they had mentioned that they were an
42 existing business for 8 years and there were no complaints noted prior to that. He stated since he

1 had been with the City, no complaints had been received so that meant they had at least nine years
2 of operation without any complaints.

3 Smith stated they have been really good and when he was on the Planning Commission and went out
4 there to look at it, everything was in order and they kept it up well.

5 Lewis asked if there were any traffic problems at that intersection with trucks entering and existing
6 Highway 65. Davis responded there had been no reported issues of any traffic problems with trucks
7 or the volume of trucks at that intersection.

8 Lewis stated the law was pretty clear about not wanting to do this, but they wanted to be pro-
9 business as much as possible, so how did they work this.

10 Mundle stated that was why he was asking the question about the existing slab and foundation, if
11 there was an existing building there because reading this said according to Section 05-2A that a non-
12 confirming use may be continued through repair, replacement, restoration, maintenance, or
13 improvement. He indicated if there had been a portion there, would that fall under any of those
14 items.

15 Lewis noted it said specifically no expansion though. Berg responded that was why this item was
16 before the Council. He noted his definition of expansion might be different than the Council's
17 definition of expansion. He stated if he interpreted this a different way than Council did and he gave
18 the applicant a no answer and if it came to the Council on appeal, the Council could grant the
19 applicant permission.

20 DeRoche stated this was not an expansion of this building, but it was an entirely different building
21 that might have been there and was destroyed.

22 Benson stated in legal nonconformities, there was a discontinuance law. So even if there was a
23 building there at some point, that legal nonconforming right was discontinued after a year. He noted
24 the proper way to allow them to move forward with this expansion would be a variance where the
25 applicant would make an application, it would be reviewed typically at the Planning Commission
26 level, and then it would come before the Council to approve the variance which would then allow the
27 applicant to expand.

28 Lewis stated it looked like it was specifically State law that said they could not get around this by
29 granting a variance. Benson responded she had spoken with City Attorney Larson about this and he
30 reviewed the laws and the specific facts and felt that was at the discretion of the Council to allow this
31 to move forward if they wanted.

32 Lewis asked if that was a better approach than reissuing an IUP. Benson responded that was correct.

33 Berg noted the applicant was not asking for an expansion of the number of trucks, but rather were
34 looking to put up this building as a shelter. He indicated they were not asking for an IUP. He noted
35 the applicant came in and stated they wanted to add this building and in his opinion, that was an
36 expansion.

37 Mundle asked if they allowed this, would that set any precedence for any other legal non-conforming
38 requests. Benson responded when it came to variances, it was very property- and use-specific. She
39 indicated if the City had another specific situation like this, then there might be some sort of
40 argument someone could raise, but she did not believe that argument would be successful. She
41 stated it would be super narrow and there was a lot of discretion when it came to granting a variance
42 for things like this.

1 Mundle stated it was his opinion that this was a good business and this business was a night and day
2 difference from what was there before. He believed the applicant was a good corporate citizen
3 where they cleaned up their property and kept it proper. He stated with this being an IUP, that was
4 unique to just their business as opposed to a CUP that would run with the property. So, the City had
5 control that if they did allow this, it was not allowing for future issues with the same type of business.
6 He indicated if another business wanted to come in and the property was sold, that person would
7 have to come in and apply under their own merits. He did not believe that it would allow a trucking
8 business to be there forever, but it would be an improvement to the applicant's business and in his
9 opinion, it would be a proper move to allow them to continue with applying for a variance.

10 Lewis stated as a result of the answers he received from Berg, he felt the same way.

11 Smith stated he believed this was a good business, the City had no issues with them at all, and he
12 would definitely support a variance request.

13 Berg stated staff would inform the applicant.

14 **Informational; no action required.**

15 **8.0 B Engineer Report**

16 None.

17 **8.0 C City Attorney**

18 **8.0 C.1 Cannabis Ordinance Discussion**

19 Benson stated she was the person in their firm who worked on the cannabis issues for all of their
20 cities. She indicated at the Council's last meeting, the Council had given direction to have some
21 consistency added within the Ordinance to add intoxicating cannabinoid beverages to the prohibition
22 of intoxicating liquor beverages within the Ordinance. She noted tonight's discussion was only
23 intoxicating cannabinoid beverages and if Council wanted to add on smoking, there had been a big
24 variance across the State of whether there was a prohibition at all and most cities had chosen to add
25 onto their beverages so that action was very consistent across the State thus far. She stated this was
26 entirely up to the Council if they wanted to adopt what was presented, table it for further discussion,
27 or direct them to add some sort of smoking ordinance of cannabis products.

28 Mundle stated he believed they had discussed something with Larson with respect to smoking in
29 public places such as City properties. He asked if that would be a part of this. Benson responded that
30 would probably be added to the environmental portion of their Ordinances, so it would not be into
31 the alcohol portion. She noted they had a lot of samples for ways to regulate that and the scope of
32 whether it was public property, streets, sidewalks, parks specific to places where there was youth-
33 oriented facilities. She indicated there was a lot of discussion on regulation of both smoking and
34 drinking.

35 Mundle asked if there would be more information forthcoming. Benson responded there was no
36 clarity on whether they were ready to proceed with the smoking Ordinance at this time, but if they
37 were ready, it could be drafted up quickly.

38 Mundle asked if there would be any other areas to this with respect to locations. He indicated he
39 was trying to think how to take all of this on, whether they want to approve each section as it came,
40 or each Ordinance as it comes in front of them, or give tentative approval as they discuss each one.
41 He stated once they have it all laid out, they can read everything to make sure everything aligns and
42 then approve everything at once. Benson responded most cities who had more extensive adoption of
43 regulations of users, did adopt everything at the same time, but they are in different sections. She

1 stated it would make sense if they wanted to move forward with alcohol for now and then next time
2 move onto smoking, but they could also have the option of adopting them on the same evening. She
3 noted they would be separate Ordinances and they would belong in different portions of the Code,
4 but that was entirely up to the Council.

5 Benson stated with respect to scope options, some cities had considered having it to be as extensive
6 as possible and they had identified it as public places, which included places that were open to the
7 public, but that were private property. This allowed the private property owner to say no that they
8 wanted to allow this on their property and the City could not do anything about that, but some
9 property owners do not want it allowed on their property and that way it would allow the Sheriff's
10 Department to issue a ticket for using cannabis products on this private property owners property.

11 Benson stated this allowed the private businesses to decide whether they wanted to make it legal or
12 illegal on their property or not legal on their private property. She indicated having that expansion
13 option has been something that cities have proceeded with in order to allow the law enforcement to
14 enforce what the business owner desired for their parking lots and patios. She indicated other cities
15 had limited it to public parks, while others had limited the scope to where there was a pavilion.

16 Benson indicated there was a lot of options the Council had on what type of parks and recreation
17 facilities they limit the use of such products and whether it be more broad or very specific.

18 DeRoche asked if they should be discussing this without a motion. Davis stated it would be best to
19 have a motion with a second and then have a discussion. Mundle noted the staff report stated
20 Council was requested to discuss the proposed amendment and provide direction to staff.

21 Lewis stated he heard people smoked and ate cannabis in brownies, etc., but he had never heard of
22 anyone drinking it. He stated they did not want to spend \$80,000 coming up with continuous legal
23 work products to reduce this to every possible way cannabis could be done. He asked if there was
24 some comprehensive way that would cover all the different types, places, etc.

25 Benson stated Larson wanted to make her aware, for her to be very specific when conveying to
26 Council, and that they kept it very limited in scope to smoking and await Council's direction on that
27 before incurring additional legal fees. She stated they kept it very limited and if the Council wanted
28 to add onto the Ordinances, it would be ready for them the next time so that the Council was not
29 having to direct them to come back and forth with an Ordinance and there would not be additional
30 time incurred on any types of additional items.

31 DeRoche stated he was confused as at the last meeting he was not under the impression that they
32 were to go down this road with the liquid. Lewis stated the whole liquid thing was new to him when
33 he read it in the packet.

34 DeRoche stated what the Attorney was saying was that it was legal to drink this in East Bethel now
35 and they want to create an Ordinance that says they cannot do that any longer. Benson stated the
36 City currently had an Ordinance that said they cannot have intoxicating liquors at certain places, and
37 this was essentially another intoxicating beverage. What this did, was provide consistency when they
38 go to the liquor store they could not skirt the Ordinance in getting intoxicating beverages in these
39 public places by picking up a THC beverage off the shelf instead of a beer beverage off the shelf.

40 Lewis asked if it was Benson's expectation that it would be liquor stores who sold this. Benson
41 responded that was what they were primarily seeing right now.

42 Lewis asked would tobacco stores handle the smoking version. Benson responded yes.

43 Lewis asked who would handle the brownies. Benson responded probably the smoke shops.

1 Berg stated for clarification that the moratorium was on sales of cannabis and this was about
2 consumption. He noted that was the difference between two weeks ago and tonight.

3 DeRoche stated they are taking something that was now legal and are saying that now they cannot
4 do it. He asked when would this stop. He understood some people didn't like cannabis, some people
5 don't like drinking, some people don't like cigarettes, but it was not his job to judge somebody to say,
6 "Well, I don't like it, so you can't do it." If it is not affecting public health and public safety, he has not
7 seen anything – he noted alcohol killed a lot of people, yet in his experiences he had not heard of one
8 case of overdose on cannabis.

9 Lewis stated it was the same thing as the laws regarding smoking tobacco. He noted he was a former
10 smoker and he found it egregious that he had to leave a restaurant to smoke, but now as a former
11 smoker he couldn't understand how anybody ever put up with smoking when they are spending \$80
12 for a meal and all they could taste and smell was smoke. He stated now they had laws as to where
13 people could and could not smoke, and he would not have found that believable or possible 20 years
14 ago.

15 DeRoche stated when they discussed the moratorium, he must have missed something because he
16 did not recall directing staff to look into cannabinoids and liquid and attach it to the intoxicating
17 liquor.

18 Smith agreed with DeRoche and thought it was done at the last meeting. He asked who instructed
19 the attorney to do this.

20 DeRoche stated he wanted to see if there was going to be an Ordinance on any of this to have Council
21 be a part of discussing and formulating what was coming up. He did not think it was staff's job to do
22 this and he wanted the Council to be a part of creating anything that came up. He stated he wanted
23 to know ahead of time when things came up and let Council put in their suggestions.

24 Lewis agreed it should be more collaborative and they should not be in a situation where none of
25 them could understand why this came back in this form since they had the last vote. He believed
26 they should table this item until Larson was present.

27 Lewis stated this was all new and they needed to talk to each other about how to approach this. He
28 noted tobacco did not get you high, but it was noxious; alcohol destroyed lives and people have died
29 as a result of alcohol poisoning.

30 **Lewis stated I'll make a motion to table. DeRoche stated I'll second.** Lewis asked any discussion?

31 Smith stated he wanted Council to decide what was going to be on the agenda instead of staff doing
32 it. Lewis indicated it should be collaboratively worked on and not be forced upon Council.

33 DeRoche stated it was the Council's decision to have the discussions and make the decisions.

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

36 Mundle requested the City Attorney have a list of what could be upcoming that Council would need
37 to have to deal with on this topic. Benson responded that one had already been drafted for other
38 cities that she would share. She noted there were a lot of items and issues that have been coming up
39 and Minnesota had some unique items.

40 DeRoche asked if Benson had looked at Colorado. Benson responded that Colorado had a very
41 different approach that was opt out and actually not opt in so sales were not legal in a city unless

1 they opted into it. She noted that is not the way Minnesota was set up and Minnesota was kind of
2 backwards in legalizing it. She noted Minnesota was the only State that has done it this way.

3 Lewis stated they did not want to have 85 different resolutions with every possibility. Benson noted
4 the cannabis regulations were 320 pages, which she had practically memorized because of questions
5 cities had. She noted the League of Minnesota Cities had also put together an extensive FAQ on their
6 website if the Council wanted to look into any of the information prior to the next meeting.

7 **8.0 D Finance**

8 None.

9 **8.0 E Public Works**

10 None.

11 **8.0 F Fire Department**

12 None.

13 **8.0 G City Administrator Report**

14 None.

15 **9.0 – Other Items**

16 **9.0 A Staff Report**

17 Davis stated the date for the dissolution of the Sunrise River WMO was coming up quickly. He noted
18 Linwood was adamant that they would not support anything other than the new funding formula. He
19 indicated under the old formula, Linwood would be paying quite a bit more. He stated Ham Lake was
20 still insisting on keeping the old funding formula in which they pay less.

21 Davis stated Linwood paid more under the funding formula mainly because their entire township was
22 in the Sunrise River WMO, while East Bethel was only about 40 percent in the Sunrise River WMO.
23 He indicated Columbus was about half in the Sunrise River WMO.

24 Lewis stated he would much rather reach a resolution than pay attorneys. He believed part of the
25 attorney's job was to "stir up conflict between people" as they did not make any money if everybody
26 just got along. Davis responded he did not think the attorney stirred this conflict.

27 Lewis noted there had to be a better way to handle this. He stated if there was a meeting, he wanted
28 to be involved. Davis stated that had been the process for the last year and they were still at an
29 impasse. He understood Ham Lake's position, but there were three other entities involved. He
30 stated staff hoped to have a full-detailed report to give to the Council at their next meeting.

31 Mundle noted the next Sunrise meeting was on Thursday. Lewis requested an update be given to the
32 Council by email after that meeting.

33 **9.0 B Council Reports**

34 Miller stated there will be a Parks Commission meeting tomorrow night at 6:00 p.m.

35 Lewis asked if the residents near the Nexus site would be charged for the paving of 189th. Davis
36 responded that was only for residents on the north side. He noted they were given a deferred
37 assessment which would not kick in until they either sell or developed the property.

38 Lewis asked what the amounts were. Davis responded Cambia was assessed to \$70,000. One
39 individual property owner was assessed approximately \$60,000, and the church was assessed the
40 balance which was approximately \$210,000.

41 **9.0 C Other**

1 None.

2

3 **10.0 Adjourn**

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

6 Meeting adjourned at 8:51 PM.

7 Submitted by:

8 Kathy Altman

9 *TimeSaver Off Site Secretarial, Inc.*

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

RESOLUTION NO. 2023-67

**RESOLUTION FOR COUNTING WRITE-IN VOTES
FOR LOCAL ELECTIVE OFFICE**

WHEREAS, Minnesota Statute 204B.09, subdivision 3 allows for the governing body of a statutory or home rule charter city to adopt a resolution governing the counting of write-in votes for local elective office; and

WHEREAS, the current write-in vote counting process is overly time consuming and unnecessary. Counting only registered write-in candidates aligns the write-in recording process with Federal, State and County offices.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City of East Bethel hereby requires candidates for city office to file a written request with the chief election official no later than the seventh day before the city election if the candidate wants to have the candidate's write-in votes individually recorded.

Adopted this 25th day of September 2023, by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Kevin Lewis, Mayor

ATTEST:

Jack Davis, City Administrator

September 7, 2023

Jack Davis, City Administrator
Mike Jeziorski, Finance Director
City Council

Hello all,

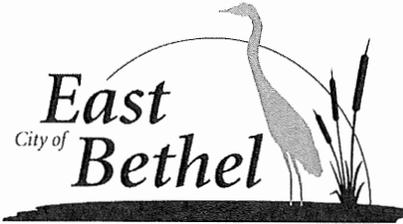
I hereby tender my resignation from the City of East Bethel effective October 20, 2023.

It has been wonderful working with the City and the great people I have had the pleasure to make friends with over the past 19 plus years, and I offer my best wishes for its continued success.

Sincerely,

A handwritten signature in black ink that reads "Jackie Campbell". The signature is written in a cursive, flowing style.

Jackie Campbell
Finance Coordinator



September 12, 2023

Emily Jabs



Appointment/Offer of Employment – Finance Coordinator

Dear Ms. Jabs,

At its regular meeting on Monday September 25, 2023, the City Council will consider our recommendation to make an offer of employment for the Finance Coordinator position to you. The official start date of your new position/updated pay rate will go into effect on September 26, 2023.

Starting Wage: \$25.51 per hour, Grade 5, Step B of the 2023 Pay Plan.

Cafeteria Benefit Contribution: 2023: \$1,425

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. Your original City hire date of 7/25/22 will be used for years of service.

Sick Leave: One day, eight (8) hours per month. You may use the sick leave as you accrue time.

Holidays: Thirteen (13) 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. Welcome aboard!

Sincerely yours,

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

9/12/23
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

Job Description Title: Finance Coordinator	FLSA Status: Non-Exempt/Non-Union/Essential/Confidential
Department/Division: Finance	Position Status: Regular Full-Time
Accountable To: Finance Director	Salary Grade: Grade 5
Prepared By: City Administrator	Revision Date: September 26, 2023

Position Summary:

The Finance Coordinator position provides detailed support services to the Finance Director and Finance Department as a whole. This position processes all aspects of accounts payable and payroll through the application of basic fund accounting / payroll principals and general business procedures. This position requires considerable judgment, an extremely high level of attention to detail / organization and is typically performed under minimal supervision.

Essential Duties and Responsibilities:

The following are representative of duties and responsibilities of the position but are not intended to be all encompassing:

Finance / Accounting

- Accounts payable processing to include verification of invoices and entry into the accounting system
- Receives coded invoices from departments and matches to departmental purchase orders checking for coding accuracy. Coordinates with vendors to resolve all outstanding invoices.
- Prepares accounts payable list and check register for Council approval and prepares checks for mailing to vendors.
- Processes accounts payable year end reporting, prepares and mails 1099's to all vendors and contractors as needed.
- Maintains accounts payable filing system
- Monitors sales and use tax paid and received, submits monthly report and payment to MN Revenue Department. Balances sales and use tax account in the accounting system.
- Assists with annual financial audit by preparation of schedules and gathering of supporting documentation.
- Prepares payroll to include timesheet and leave input, tax deposits, check preparation and W-2 preparation.
- Prepares and submits all payroll withholding and PERA payments, quarterly and annual payroll tax reports for Federal, State, PERA and Unemployment purposes. Submits periodic reports relating to employment and participation such as new hire reporting, etc.
- Maintains all payroll records relating to promotions, step increases, benefits and deductions and other miscellaneous payroll activities.
- Prepares and posts journal entries relating to payroll accounts.
- Prepares annual workers comp audit paperwork and balances to payroll system.

Other

- Coordinates the City's recycling program, prepares all necessary reports and attends meetings as required.
- Performs other duties as directed or assigned by the City Administrator or Finance Director.

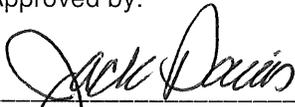
Physical Demands & Working Conditions:

- Office environment; exposure to computer screens; working closely with others; frequent interruptions.
- Sit for eight hours with minimal physical activity.
- Ability to operate computer keyboard for up to 8 or more hours.
- Bend, stoop, squat, kneel, balance or reach as required.
- Ability to lift, push or pull 25 pounds.

Minimum Qualifications:

- A 2-Year Degree in Accounting / Finance or combination of equivalent education and progressively responsible accounting work experience.
- Five years of experience in an automated fund accounting environment using current accounting software.
- Five years of experience in an office setting, preferably in a local government setting.
- Proficient using Microsoft software
- Ability to efficiently organize tasks and perform under tight deadlines.
- Demonstrated ability to multi-task efficiently and prioritize duties.
- Able to maintain knowledge, proficiency and accuracy in operation of word processing and computerized spreadsheets, accounting and video programs.
- Able to maintain knowledge, proficiency and accuracy in operation of computerized fund accounting and utility billing system.
- Ability to work independently.
- Ability to work extra or flexible hours as needed to complete assigned tasks.
- Compositional skills including good grammar, punctuation and spelling.
- Ability to establish and maintain effective working relationships with co-workers and the public.

Approved by:



City Administrator

Date 9-15-2023

CITY OF EAST BETHEL POSITION DESCRIPTION

Job Description Title: Administrative Assistant	FLSA Status: Non-Exempt/Non-Union/Essential/Confidential
Department/Division: Administration	Position Status: Regular Full-Time
Accountable To: City Administrator	Salary Grade: Grade 4
Prepared By: City Administrator	Revision Date: September 25, 2023

Position Summary

The Administrative Assistant position provides support services for the Administration and Public Works Departments.

Essential Duties and Responsibilities

The following are representative of duties and responsibilities of the position but are not intended to be all encompassing:

- Provides customer service for walk-in traffic to City Hall by directing customers to appropriate departments or providing requested information in a courteous, respectful and professional manner
- Answers all general incoming telephone calls to City Hall in a courteous, respectful and professional manner
- Distributes incoming mail to all staff on a daily basis
- Prepares letters, memoranda and other correspondence as necessary
- Issues dog licenses and maintains database of licensed dogs
- Issues burning permits
- Processes the City facilities request applications and invoices (park/community center applications and summer ball fields)
- Assists in the preparation of notices, fliers and posters for various events and activities of the East Bethel Senior Center
- Edits minutes for all City Council and Commission meetings and assists in the preparation of meeting packets
- Updates the City reader board, website and other media outlets
- Records video files of City Council meetings and other events as required
- Converts and indexes meeting video files and processes them into various visual media outlets
- Designs and enters public service announcements on the City cable access channel
- Assists with the City's election administration responsibilities under the direction of the Administrative Coordinator and serves as a Head Election Judge if required
- Performs other duties as assigned

Knowledge, Skills and Abilities

- Ability to operate office equipment including PC's and appropriate software
- Ability to deal tactfully with the public, city staff and outside agencies
- Knowledge of general office procedures including but not limited answering and directing phone calls, taking messages, filing, etc
- Ability to communicate effectively, both verbally and in writing. Ability to compose a variety of documents using correct grammar, punctuation, and spelling
- Ability to work with limited supervision and work direction
- Ability to efficiently organize tasks and meet deadlines
- Ability to establish and maintain effective working relationships with supervisors, co-workers, and public

Physical Demands & Working Conditions:

- Office environment; exposure to computer screens, working closely with others, frequent interruptions
- Sit for eight hours with minimal physical activity

- Ability to operate computer keyboard for up to 8 or more hours
- Bend, stoop, squat, kneel, balance or reach as required
- Ability to lift, push or pull 25 pounds
- This position is not eligible to work remotely

Minimum Qualifications:

- 2-Year Degree in an office management or related curriculum, or combination of equivalent work experience and progressively-responsible administrative clerical and business background that includes working with the public
- Ability to function in a fast-paced environment and perform tasks within deadlines
- Ability to deal tactfully and respectfully with the public, city staff and outside agencies
- Ability to work some evenings and flexible hours as required
- Ability to utilize Microsoft Office products
- Ability to communicate clearly, effectively and efficiently in both verbal and written formats
- High proficiency in computer skills
- Valid driver's license

These job responsibilities are examples of various types of work performed and are not necessarily all-inclusive. The job description is subject to change as the needs of the City and requirements of the job change.

Approved by:

City Administrator

Anoka County Contract No. _____

LAW ENFORCEMENT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2023, by and between the County of Anoka, a political subdivision of the State of Minnesota, and the Anoka County Sheriff, hereinafter referred to as the "County," and the City of East Bethel, Minnesota, 2241 221st Avenue Northeast, East Bethel, Minnesota 55011, hereinafter referred to as the "Municipality", for the period of January 1, 2024, through December 31, 2024, hereinafter referred to as the "Contract Term".

WITNESSETH:

WHEREAS, the Municipality is desirous of entering into a contract with the County, through the Office of the Anoka County Sheriff (hereinafter Sheriff), for the performance of the law enforcement functions hereinafter described within the corporate limits of said Municipality; and

WHEREAS, the County is agreeable to rendering such services and law enforcement functions on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by Minn. Stat. §§ 471.59 and 436.05.

NOW, THEREFORE, pursuant to the terms of the aforesaid statutes, and in consideration of the mutual covenants expressed herein, it is agreed as follows:

I. PURPOSE

The County, through its Sheriff, agrees to provide police protection within the corporate limits of the Municipality to the extent and in the manner as hereinafter set forth.

II. SERVICES TO BE PROVIDED BY THE COUNTY

A. Except as otherwise hereinafter specifically set forth, such services shall encompass the duties and functions of the type normally coming within the jurisdiction of the Sheriff pursuant to Minnesota Law, and, in addition, the Sheriff and his duly assigned deputies shall, within the Municipality's corporate limits, exercise all the police powers and duties of city police officers as provided by Minn. Stat. § 436.05.

B. The rendition of services, the standard of performance, the discipline of the deputies, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in and under the sole control of the Sheriff.

C. Such services shall include the enforcement of Minnesota State Statutes and the municipal ordinances of the Municipality.

D. Except as otherwise noted, the Sheriff's Office maintains control, and autonomy with respect to the methods, times, means and personnel to be used in furnishing services to the Municipality under this Contract.

E. The County shall furnish and supply all necessary labor, supervision, equipment, and communication facilities for dispatching, jail detention (including the cost of such detention), and daily patrol service as specified in Paragraph II.F. and Attachment A of this Contract, and shall be responsible for the direct payment of any salaries, wages, or other compensation to any County personnel performing services pursuant to this Contract. All County property and equipment used in rendering services under this agreement is, and shall remain, County property.

F. The County agrees to provide law enforcement protection as follows: During the Contract Term, the Sheriff will provide 36 hours per day of daily patrol service. The costs associated with the patrol service are set forth in Attachment A. Patrol service shall be exercised through the employment of assigned patrol cars supplied, equipped, and maintained by the County, and staffed by the Sheriff's deputies. The Sheriff shall determine the time of day and how patrol service shall be provided, and may periodically change the patrol schedule in order to maximize the effectiveness of the coverage. Notwithstanding the number of hours of patrol services listed in this agreement, the County agrees to provide additional law enforcement services and emergency assistance, as the demand arises and resources allow, at no additional cost to the Municipality.

G. The County patrol cars used for providing the services pursuant to this Contract shall be stored on premises owned by the Municipality. In the event that a suitable and secure storage location is not provided, in the determination of the Sheriff, the patrol cars will be returned to the Sheriff's Office at the end of each shift.

H. The patrol duties shall be conducted out of office space to be located at a suitable location in the Municipality which is sufficient to provide for the clerical needs of the assigned deputies. In the event that a suitable location is not provided, the deputies shall work out of the Sheriff's Office.

III. DUTIES OF MUNICIPALITY

A. It is agreed that the Sheriff shall have all reasonable and necessary cooperation and assistance from the Municipality, its officers, agents, and employees, so as to facilitate the performance of this Contract.

B. This Contract shall not alter the responsibility for prosecution of offenses occurring within the Municipality as is currently provided by law. Likewise, collection and distribution of fine monies and any proceeds from forfeited property resulting from violations occurring in the Municipality shall be controlled in the manner provided by law.

IV. COMPENSATION/TERM

The Municipality hereby agrees to pay to the County the sum of One Million Four Hundred Forty-One Thousand Nine Hundred Thirteen Dollars and 00/100s (\$1,441,913.00) for the contract term for law enforcement protection consisting of 36 hours per day of daily patrol service, and twenty-four (24) hour call and general services from the Sheriff during the term of this Contract. Said contract sum is payable in four (4) equal quarterly installments due on March 31, June 30, September 30, and December 31 of the Contract Term.

The County agrees that the Municipality will receive a credit against its contract price obligation as a result of anticipated Police State Aide. The amount of the credit will be determined by the amount of money received per sworn officer from the State of Minnesota times the number of sworn officers charged for to service this Contract.

V. RENEWAL/AUTOMATIC RENEWAL

This Contract may be renewed for a successive period of one (1) year. Said renewal shall be accomplished in the following manner:

A. Not later than one hundred fifty (150) days prior to the expiration of the current Contract, the County, through its Sheriff, shall notify the Municipality in writing of its intention to renew. Said notification shall include notice of any increase in total contract cost.

B. Not later than ninety (90) days prior to the expiration of the current Contract, the Municipality shall notify the Sheriff in writing if the Municipality does not wish to renew a Contract for a successive one year term. If the Municipality fails to notify the County in

writing that it does not intend to renew the Contract, the Contract shall automatically renew for another one-year period under the terms of this Contract and any increase in costs provided to the Municipality under the notice requirement of section V.A. of this Contract.

VI. COLLABORATION

The County, through its Sheriff or his designee(s), agrees to meet as needed with the governing council of the Municipality. The purpose of said meetings shall be for the Municipality to provide feedback to the County and for the parties to confer and discuss potential improvements in the implementation of services under this Contract. The Sheriff shall make reasonable efforts to consider the Municipality's concerns or requests. The time and place of these meetings shall be determined by the Municipality with reasonable notice to the Sheriff.

VII. DISBURSEMENT OF FUNDS

All funds disbursed by the County or the Municipality pursuant to this Contract shall be disbursed by each entity pursuant to the method provided by law.

VIII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds, and reports of all receipts and disbursements shall be made upon request by either party.

IX. AFFIRMATIVE ACTION

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

X. INDEMNIFICATION

The Municipality and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages, injuries or sickness resulting from the acts or omissions of the respective offices, agents, or employees, relating to the activities conducted by either party under this Contract.

XI. TERMINATION

This Contract may be terminated by the mutual agreement of the parties. This Contract may be unilaterally terminated by either party at any time with or without cause upon not less than one hundred eighty (180) days written notice delivered by mail or in person to the other party. Notices delivered by mail shall be deemed to be received two (2) days after mailing. Such termination shall not be effective with respect to services rendered prior to such notice of termination.

XII. NOTICE

For purposes of delivering any notices hereunder, notice shall be effective if delivered to the Anoka County Sheriff, 13301 Hanson Blvd NW, Andover, Minnesota 55304, on behalf of the County; and the City Administrator of the City of East Bethel, 2241 221st Avenue Northeast, East Bethel, Minnesota 55011, on behalf of the Municipality.

XIII. ENTIRE AGREEMENT/REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous contract presently in effect between the parties relating to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by the parties herein.

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, has caused this Contract to be signed by its Mayor and attested by its Clerk, and the County, by resolution of the County Board of Commissioners, has caused this Contract to be signed by the Chairman of the County Board of Commissioners, attested by the County Administrator, and signed by the County Sheriff, all on the day and year first above written.

COUNTY OF ANOKA

CITY OF EAST BETHEL

By: _____
Matt Look, Chair
County Board of Commissioners

By: _____
Its: _____

Dated: _____

Dated: _____

ATTEST

By: _____
Rhonda Sivarajah
County Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

By: _____
Brad Wise
Sheriff

Dated: _____

APPROVED AS TO FORM

By: _____
Bryan Frantz
Assistant County Attorney

Dated: _____

I. PERSONNEL

A. Sworn Deputy Sheriff		
1.)	7.6 Deputies at \$8,824 /month	804,785
2.)	7 Overtime (Average hours/month per Deputy)	48,751
B. Non-Sworn C.S.O.		\$0
C. Benefits for Sworn and Non-Sworn Personnel		
	P.E.R.A. (Sworn)	151,076
	P.E.R.A. (Non-Sworn)	0
	FICA	0
	Medicare	12,376
	Severance Allowance	21,729
	Unemployment Compensation	1,280
	Life Insurance	319
	Health Insurance	110,375
	Dental Insurance	4,036
	Long Term Disability Insurance	1,195
	Worker's Compensation	8,023
	Uniforms	9,120
	<i>Total Benefits</i>	319,530
TOTAL PERSONNEL COSTS		\$1,173,066

II. VEHICLE

A. Police Equipped Vehicles	0.83 Vehicles	41,500
B. C.S.O. Vehicle	0 Vehicle	0
C. Maintenance Costs		
1.)	Vehicle	48,750
2.)	Emergency & Communications Equipment & replc/maint fees	36,701
3.)	Emergency Vehicle Equipment replc. Fee	2,000
3.)	Insurance	6,600
4.)	Cellular Telephone	3,648
	<i>Total Maintenance Costs</i>	97,699
TOTAL VEHICLE COSTS		\$139,199

III. Administrative Costs

A. PSDS & APS Maintenance costs	8,541
B. Administrative, Clerical,+ substation computer line charge, Etc.	121,107
<i>Total Administrative Costs</i>	\$129,648

IV. TOTAL COST TO CONTRACTING MUNICIPALITY

	\$1,441,913
*Less Amount Received From State for Police State Aid	50,920
NET COST TO CONTRACTING MUNICIPALITY	\$1,390,993

*This figure is determined by the State and is subject to fluctuation.
The latest estimate is \$6,700 per Deputy. Revenue received is for previous year Deputy hours hired prior to August 1



Anoka County

HUMAN SERVICES DIVISION

Community Social Services and Behavioral Health

September 15, 2023

City of East Bethel
Attn: Kevin Lewis
2241 221st Ave NE
East Bethel, MN 55011

Dear Mr. Lewis:

Enclosed is your 2024 contract with Anoka County. Please review the contract and complete the signature portion using DocuSign. If applicable and ready, please attach the necessary insurance information using the attachment link in the DocuSign document. If insurance is not ready and you will be sending this information at a later date, please send to:

Angela.Rodine@co.anoka.mn.us

or

Angie Rodine
County of Anoka
2100 3rd Avenue, 5th Floor
Anoka, MN 55303

PLEASE NOTE: The following information is required as part of your contract. If the contract is signed and executed without receiving this information in a timely manner, it may be referred to the County Attorney's Office for possible Breach of Contract and/or payments may be withheld until information is received.

CERTIFICATE OF LIABILITY INSURANCE - Required

No insurance information is required for this contract.

CONTRACTOR INFORMATION SHEET - Required

Please update/complete and sign this page and return with your contract.

DocuSign will automatically forward a copy of the signed contract to you, once completed. If you have questions regarding the contract, please call your Contract Manager, Sue Doll, at 763-324-3482.

Sincerely,

Angie Rodine
Administrative Assistant, Planning and Operations Support Services

2024 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January 2024, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the “COUNTY”, and the CITY OF EAST BETHEL, hereinafter referred to as the “MUNICIPALITY”.

WITNESSETH:

WHEREAS, the County will receive funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557, the Select Committee on Recycling and the Environment (hereinafter “SCORE funds”) during 2024 which must be used to encourage and improve recycling and a portion must be specifically directed to recycling source -separated compostable materials; and

WHEREAS, the County will also receive funding pursuant to Minn. Stat. § 473.8441, Local Recycling Development Grants (hereinafter “LRDG funds”) during 2024; and

WHEREAS, the County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the available amount for the Residential Recycling Program is \$1,611,188.00; and

WHEREAS, the County Solid Waste Management Master Plan 2018 (Master Plan 2018) and the Minnesota Pollution Control Agency (hereinafter “MPCA”) Metropolitan Solid Waste Management Policy Plan 2016-2036 state that MSW generated in the County that is not reused, recycled, or composted, will be processed to the extent that processing capacity is available; and

WHEREAS, the Master Plan 2018 was developed with the participation of a representative from the Municipality staff, and the Municipality is required to develop and implement programs, practices, or methods designed to meet waste abatement goals by Minn. Stat. § 115A.551, Subd 2a. (b).; and

WHEREAS, the County wishes to assist the Municipality in meeting recycling goals established by Anoka County by providing said SCORE, LRDG, and County budgeted program funds to cities and townships in the County for solid waste recycling programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions:

1. **PURPOSE AND CONTRACT DOCUMENTS.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality which will help the County and member municipalities meet the goals set in the current Anoka County Solid Waste Management Master Plan. The County and the Municipality agree that the information provided in the recitals above is to be incorporated into the purpose of this agreement.

The Anoka County Municipal Waste Abatement Grant Program (hereinafter “Grant Program”) Contract Documents include: the **Anoka County Municipal Waste**

Abatement Grant Funding Application submitted by the Municipality for the current contract year, and the **Grant Funding Award** issued by Anoka County for the current contract year. These documents are incorporated into this agreement by reference and are components of the entire contract package. The order of precedence of these documents in the event of inconsistency or ambiguity shall be resolved in the following order: 1) this **Agreement for Residential Recycling Program**; 2) **Grant Funding Award**; and 3) **Anoka County Municipal Waste Abatement Grant Funding Application**.

2. **TERM.** The term of this Agreement is from January 1, 2024, through December 31, 2024, unless earlier terminated as provided herein.
3. **DEFINITIONS.** Defined terms contained in this Agreement and all the attachments are found in Minn. Stat. § 115A.03; 115A.471; and 115A.552. The use of capitalization for defined terms has no special effect. Additionally:
 - a. “Full-Service Recycling Drop-off Center” means centralized permanent drop-off center that is open at least two times a week and accepts at least four types of materials beyond traditional curbside recyclables, i.e.: mattresses, appliances, scrap metal, furniture, source-separated compostable materials, electronics, etc.
 - b. “Multi-family dwellings” means households within apartment complexes, condominiums, townhomes, mobile homes, and senior housing complexes.
 - c. “Community Partner” means community festivals which appear to the public to be supported and run by the Municipality but in fact are sponsored or co-sponsored by a municipality or an independent non-profit 501c (3) organization, for example: the Anoka Halloween Parade.
4. **ELIGIBILITY FOR FUNDS.** Per Minn. Stat. § 115A.557, Subd. 1, funding eligibility is based primarily on population, with a minimum funding floor. For 2024, the County has determined that funding will be determined by the Grant Program funding application. The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum, which shall not exceed \$67,820.00. The Municipality shall be provided documentation of the funding award determination and rationale as indicated by the approved 2024 Grant Program Funding Application.

The County reserves the right to assess reimbursement reporting status for each municipality mid-year and recommend funding adjustments as determined by the County Program Specialist managing the Grant Program.

The County also reserves the right to withdraw reimbursement of approved expenses if the requirements noted in section 6. of this contract are not met.

The County also reserves the ability to assess the programs and reallocate unused SCORE and/or, LRDG funds mid-year if any participating municipality demonstrates the need for the funding and funds are available. The Municipality shall be provided documentation of the Grant Program funding award determination and rationale as indicated by the 2024 Grant Program Funding Award.

5. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 1,289 tons of recyclable and source-separated compostable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling or composting.
- a. The Municipal recycling program shall include the following components:
- i. Per Minn. Stat. § 115A.552, each household (including both single and Multi-family dwellings) in the Municipality shall have the Opportunity to Recycle at least four broad types of materials, including but not limited to, paper (including cardboard/paperboard cartons), glass, plastic, and metal.
 - ii. The recycling (including any organics) program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
 - iii. The Municipality shall implement a public information program that contains at least one of the following components:
 - (1) One promotional mailing to each household focused exclusively on the Municipality's recycling and source-separated compostable materials program;
 - (2) One promotional advertisement detailing recycling and source-separated compostable materials opportunities available for residents included in the Municipality's newsletter or local newspaper; or
 - (3) Two community outreach activities at Municipal or Community Partner events to inform residents about recycling and source-separated compostable materials opportunities.
 - iv. The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle and compost source-separated compostable materials within the Municipality. The Municipality shall incorporate County/regional/State campaigns and images and use the toolkits provided by the County when preparing promotional materials. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents. The County shall work with the Municipality on promotional materials to coordinate messages. The Municipality shall provide promotional materials to the County for review prior to publication to ensure accuracy.
 - v. The Municipality shall offer a minimum of one spring or fall recycling drop-off event where items not normally accepted at the curb are collected for recycling. If the Municipality is hosting a monthly drop-off as described below, the spring/fall recycling drop-off events may be included within that program.
- b. The Municipality is encouraged to expand its recycling program to include one or more of the following components in order to receive additional funding.

- i. Organize monthly/quarterly recycling drop-off events which can be held in conjunction with a neighboring municipality(ies) on a cooperative basis for the citizens of both/all municipalities.
 - ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored or Community Partner events and festivals as required by Minn. Stat. § 115A.151. The feasibility of adding source-separated compostable material collection at the event will be explored, and if feasible, implemented as an enhancement to the waste abatement program.
 - iii. Provide the opportunity for citizens to engage in recycling activities at Municipal and Community Partner facilities as required by Minn. Stat. § 115A.151 such as athletic fields and public centers.
 - iv. Organize and manage a Full-Service Recycling Drop-off Center.
 - v. Implement enhanced recycling promotion and assistance for Multi-family dwellings.
 - vi. Develop additional opportunities for source-separated compostable materials collection.
 - vii. Develop and implement additional opportunities to recycle bulky and problem materials (e.g., appliances, batteries, electronics, fluorescent lamps, mattresses, oil, scrap metal, etc.) from residents on an on-going basis either curbside or at a drop-off.
- c. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall work with the County to prepare a plan to achieve the recycling goals set forth in this Agreement.
 - d. The Municipality's recycling program shall be limited to residential programming for funding reimbursements under this Agreement. The County will not reimburse business recycling programming or household hazardous waste programming by the Municipality. Any inquiries or requests regarding these topics should be sent to the County for response.
 - e. In addition to the above requirements designed to increase residential recycling opportunities, the Municipality shall provide recycling opportunities in all municipal buildings including but not limited to, city offices, public meeting rooms and parks, as required by Minn. Stat. § 115A.151.
 - f. If the Municipality requests reimbursement for park/public entity recycling/organics/trash waste systems/containers, the Municipality needs to work with the County before an order is placed to make sure the containers are consistent with the requirements set forth by the County for colors e.g. (blue for recycling, green for organics and gray or black for trash), openings and labels.

- g. Pursuant to Minn. Stat. §§ 115A. 46, 115A.471 and 473.848, all waste generated by municipal government activities (including city/town halls, public works and public safety buildings, parks, and libraries, and for municipalities that arrange for waste services on behalf of their residents (organized collection)) shall be delivered to a waste processing plant for disposal as long as capacity is available. Failure to comply with this provision shall constitute a breach of this Agreement resulting in the loss of all Grant Funding unless, pursuant to statute, the Municipality has conferred with the County and developed a plan to comply within a reasonable period of time.
6. **REPORTING.** The Municipality shall submit the following forms via Re-TRAC: application, reimbursement, and tonnage report forms to the County on the schedule noted below:
- a. June 3, 2024 – Deadline for submitting via Re-TRAC the 2025 Anoka County Municipal Waste Abatement Grant Funding Application and all required attachments
- b. July 12, 2024 – Deadline for submitting via Re-TRAC the 2024 January – June Anoka County Municipal Reimbursement Report Form and all required attachments
- c. July 31, 2024 – Deadline for submitting via Re-TRAC the 2024 January – June Anoka County Municipal Tonnage Report Form and all required attachments
- d. November 15, 2024 – Deadline for submitting via DocuSign the signed 2025 Agreement for Residential Recycling Program
- e. January 10, 2025 – Deadline for submitting via Re-TRAC the 2024 July – December Anoka County Municipal Reimbursement Report Form and all required attachments
- f. January 31, 2025 – Deadline for submitting via Re-TRAC the 2024 July – December Anoka County Municipal Tonnage Report Form and all required attachments
- g. For the Anoka County **Municipal Waste Abatement Grant Funding Application, using set categories in Re-TRAC**, the:
- Municipality is required to follow application instructions
 - Municipality must refer to list of eligible expenses when completing the application
 - Municipality is required to upload in Re-TRAC a complete and accurate 2024 Staffing Metric and Drop-off Calculator
 - Municipality is required to upload in Re-TRAC a complete and accurate .pdf file of up-to-date promotions listing collection opportunities at curbside, permanent drop-off centers or other special events
- h. For the Anoka County **Municipal Reimbursement Report Form, using set categories in Re-TRAC**, the:
- Municipality is required to follow reimbursement form instructions

- Municipality must refer to list of eligible expenses when completing the reimbursement form
 - If the Municipality is being audited, the Municipality must provide a full accounting of the expenses incurred that have been approved in the 2024 Municipal Waste Abatement Grant Funding Application
 - Municipality is required to upload in Re-TRAC a complete and accurate Reimbursement Worksheet which matches the amounts entered in the associated sections in the Re-TRAC Reimbursement Report Form
 - Information regarding any revenue received from sources other than the County, for the Municipality's recycling and source-separated organics programs, i.e., revenue taken in from the sale of recyclables and fees collected from residents, shall be reported
 - Copies of all promotional materials that have been prepared by the Municipality during each reporting period shall be uploaded in the Re-TRAC Reimbursement Report Form
- i. For the **Municipal Tonnage Report Form, using set categories in Re-TRAC**, the:
- Municipality is required to follow tonnage report form instructions
 - Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this Agreement
 - When calculating all tonnage categories, weight slips from haulers and end markets are required. If weight slips cannot be obtained, written documentation of the quantity and type of material being reused, recycled, or composted must be provided
 - Using quantity and type of material, the Municipality shall use the conversion factors provided by the County to determine the tonnage
 - If County conversion factors do not apply to any given materials, a description of the methodology used for calculations must be provided to the County
 - If the Municipality is being audited, the Municipality must provide a full accounting of the amount of waste which has been reused, recycled, and composted due to the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers
 - Municipality is required to upload in Re-TRAC a complete and accurate Tonnage Worksheet which matches the amounts entered in the associated sections in the Re-TRAC Tonnage Report Form
 - For waste abatement programs run by other persons or entities, the Municipality shall provide documentation of materials recycled by the Municipality's residents through these other programs
- j. The Municipality agrees to support County efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
- k. The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.

7. **REIMBURSEMENT PAYMENT PROCEDURE.** Approved grant reimbursement payments shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners. Payments will not be made until the set contract deadlines are met.

8. **PUBLICATIONS.** The Municipality shall acknowledge the financial assistance of Anoka County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by the Anoka County Board of Commissioners and State SCORE funds." The Municipality shall provide to the County copies of all promotional materials funded by this grant.

The County shall provide to the Municipalities printed public information pieces about County programs and topics developed by the Recycling Education Committee (REC). The Municipality shall not modify County provided publications and promotional materials.

Information about all County programs and drop-off sites that a Municipality plans to publish in a Municipal communication, printed, electronic, or on social media platforms shall be provided to the County for review and approved by the County prior to publication. This includes all information related to County waste prevention, reduction, recycling programs, County household hazardous waste operations and the County compost sites.

To ensure content accuracy and message consistency throughout the region, any technical information about waste prevention, reduction, recycling, composting and household hazardous waste should be provided to the County for review, before it is printed, to verify that it is correct information for Anoka County. Information copied from the Internet may not be accurate for the twin cities metro area.

9. **INDEMNIFICATION.** The County agrees to indemnify, defend, and hold the Municipality harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the County under this Agreement.

The Municipality agrees to indemnify, defend, and hold the County harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the Municipality under this Agreement.

The provisions of this subdivision shall survive the termination or expiration of the term of this Agreement.

10. **GENERAL PROVISIONS.**

- a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state, or local laws, ordinances, rules, regulations, or

standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement. The Municipality shall also comply with all relevant portions of the current Anoka County Solid Waste Management Master Plan and shall participate in the preparation of the successor Master Plans.

- b. If the Municipality utilizes the services of a subcontractor for purposes of meeting requirements herein, the Municipality shall be responsible for the performance of all such subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
- c. It is understood and agreed that the entire agreement is contained herein, and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
- d. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
- e. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
- f. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and the Municipality, nor shall the Municipality, its employees, agents, or representatives be considered employees, agents, or representatives of the County for any purpose.
- g. The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, Subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
- h. Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the

Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.

- i. The County reserves the right to withdraw reimbursement of approved expenses if the Municipality does not comply with state law or the County's Solid Waste Ordinance.

11. **TERMINATION.** This Agreement may be terminated by mutual written agreement of the parties or by either party, with or without cause, by giving not less than seven (7) days' written notice, delivered by mail or in person to the other party, specifying the date of termination. If this Agreement is terminated, assets acquired in whole or in part with funds provided under this Agreement shall be the property of the Municipality so long as said assets are used by the Municipality for the purpose of a landfill abatement program approved by the County.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereunto set their hands.

CITY OF EAST BETHEL

COUNTY OF ANOKA

By: _____
Kevin Lewis
Mayor

By: _____
Cindy Cesare, Chief Officer
Anoka County Human Services

Date: _____

Date: _____

By: _____
Jack Davis
City Administrator

By: _____
Rhonda Sivarajah
County Administrator

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

By: _____
Eric Larson
City Attorney

By: _____
Kurt Deile
Assistant County Attorney

Date: _____

Date: _____

kcd\contracts\integrated waste contracts\SCORE grants\2024_____

Attachment A

Minnesota Statutes Referenced in Agreement for Residential Recycling Program

Chapter 115A WASTE MANAGEMENT

Minn. Stat. §115A.03 Definitions

Subdivision 1. **Applicability.**

For the purposes of this chapter, the terms defined in this section have the meanings given them, unless the context requires otherwise.

Subd. 2. **Agency.**

"Agency" means the Pollution Control Agency.

Subd. 3.

[Repealed, [1989 c 335 art 1 s 270](#)]

Subd. 3a. **Arrange for management.**

"Arrange for management" means an activity undertaken by a person that determines the ultimate disposition of solid waste that is under the control of the person, including delivery of the waste to a transfer station for transport to another solid waste management facility. Knowledge of the destination of waste by a generator is by itself insufficient for arranging for management unless the generator knows that the destination is an environmentally inferior facility as defined in this section, has the ability to redirect the waste to an environmentally superior facility and ensure its delivery to that facility, and chooses not to redirect the waste.

Subd. 4. **Cities.**

"Cities" means statutory and home rule charter cities and towns authorized to plan under sections [462.351](#) to [462.364](#).

Subd. 5. **Collection.**

"Collection" means the aggregation of waste from the place at which it is generated and includes all activities up to the time the waste is delivered to a waste facility.

Subd. 6. **Commercial waste facility.**

"Commercial waste facility" means a waste facility established and permitted to sell waste processing or disposal services to generators other than the owner and operator of the facility.

Subd. 6a. **Commissioner.**

"Commissioner" means the commissioner of the Pollution Control Agency.

Subd. 7. Construction debris.

"Construction debris" means waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads.

Subd. 7a. Containment.

"Containment" means isolating, controlling, and monitoring waste in a waste facility in order to prevent a release of waste from the facility that would have an adverse impact upon human health and the environment.

Subd. 8. Development region.

"Development region" means a region designated pursuant to sections [462.381](#) to [462.397](#).

Subd. 8a.

[Repealed, [1Sp2005 c 1 art 2 s 162](#)]

Subd. 9. Disposal or dispose.

"Disposal" or "dispose" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste into or on any land or water so that the waste or any constituent thereof may enter the environment or be emitted into the air, or discharged into any waters, including groundwaters.

Subd. 10. Disposal facility.

"Disposal facility" means a waste facility permitted by the agency that is designed or operated for the purpose of disposing of waste on or in the land, together with any appurtenant facilities needed to process waste for disposal or transfer to another waste facility.

Subd. 10a. Environmentally inferior.

"Environmentally inferior" means a solid waste management method that is lower on the list of preferred waste management methods in section [115A.02](#) than a solid waste management method chosen by a county or, as applied to a facility, means a waste management facility that utilizes a waste management method that is lower on the list of preferred waste management methods than the waste management method chosen by a county. In addition, as applied to disposal facilities, a facility that does not meet the standards for new facilities in Code of Federal Regulations, title 40, chapters 257 and 258, is environmentally inferior to a facility that does meet these standards.

Subd. 11. Generation.

"Generation" means the act or process of producing waste.

Subd. 12. Generator.

"Generator" means any person who generates waste.

Subd. 13. Hazardous waste.

"Hazardous waste" has the meaning given it in section [116.06, subdivision 11](#).

Subd. 13a. Industrial waste.

"Industrial waste" means solid waste resulting from an industrial, manufacturing, service, or commercial activity that is managed as a separate waste stream.

Subd. 14. Intrinsic hazard.

"Intrinsic hazard" of a waste means the propensity of the waste to migrate in the environment, and thereby to become exposed to the public, and the significance of the harm or damage likely to result from exposure of natural resources or the public to the waste, as a result of such inherent or induced attributes of the waste as its chemical and physical stability, solubility, bioconcentratability, toxicity, flammability, and corrosivity.

Subd. 15. Intrinsic suitability.

(a) "Intrinsic suitability" of a land area or site means that, based on existing data on the inherent and natural attributes, physical features, and location of the land area or site, there is no known reason why the waste facility proposed to be located in the area or site cannot reasonably be expected to qualify for permits in accordance with agency rules. Agency certification of intrinsic suitability shall be based on data submitted to the agency by the proposing entity and data included by the administrative law judge in the record of any public hearing on recommended certification, and applied against criteria in agency rules and any additional criteria developed by the agency in effect at the time the proposing entity submits the site for certification.

(b) In the event that all candidate sites selected by the board before May 3, 1984, are eliminated from further consideration and a new search for candidate sites is commenced, "intrinsic suitability" of a land area or site shall mean that, because of the inherent and natural attributes, physical features, and location of the land area or site, the waste facility proposed to be located in the area or site would not be likely to result in material harm to the public health and safety and natural resources and that therefore the proposed facility can reasonably be expected to qualify for permits in accordance with agency rules.

Subd. 16.

[Repealed, [1997 c 7 art 1 s 26](#)]

Subd. 17. Local government unit.

"Local government unit" means cities, towns, and counties.

Subd. 17a. Major appliances.

"Major appliances" means clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, and freezers.

Subd. 18. Metropolitan area.

"Metropolitan area" has the meaning given it in section [473.121](#).

Subd. 19. Metropolitan Council.

"Metropolitan Council" means the council established in chapter 473.

Subd. 20.

[Repealed, [1994 c 628 art 3 s 209](#)]

Subd. 21. **Mixed municipal solid waste.**

(a) "Mixed municipal solid waste" means garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, except as provided in paragraph (b).

(b) Mixed municipal solid waste does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.

Subd. 22. **Natural resources.**

"Natural resources" has the meaning given it in chapter 116B.

Subd. 22a.

[Repealed, [1Sp2005 c 1 art 2 s 162](#)]

Subd. 22b. **Packaging.**

"Packaging" means a container and any appurtenant material that provide a means of transporting, marketing, protecting, or handling a product. "Packaging" includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels.

Subd. 23. **Person.**

"Person" has the meaning given it in section [116.06](#), but does not include the Pollution Control Agency.

Subd. 24. **Political subdivision.**

"Political subdivision" means any municipal corporation, governmental subdivision of the state, local government unit, special district, or local or regional board, commission, or authority authorized by law to plan or provide for waste management.

Subd. 24a. **Problem material.**

"Problem material" means a material that, when it is processed or disposed of with mixed municipal solid waste, contributes to one or more of the following results:

(1) the release of a hazardous substance, or pollutant or contaminant, as defined in section [115B.02, subdivisions 8, 13, and 15](#);

(2) pollution of water as defined in section [115.01, subdivision 13](#);

(3) air pollution as defined in section [116.06, subdivision 4](#); or

(4) a significant threat to the safe or efficient operation of a solid waste facility.

Subd. 24b. Postconsumer material.

"Postconsumer material" means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item.

Subd. 25. Processing.

"Processing" means the treatment of waste after collection and before disposal. Processing includes but is not limited to reduction, storage, separation, exchange, resource recovery, physical, chemical, or biological modification, and transfer from one waste facility to another.

Subd. 25a. Recyclable materials.

"Recyclable materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, source-separated compostable materials, and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material.

Subd. 25b. Recycling.

"Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

Subd. 25c. Recycling facility.

"Recycling facility" means a facility at which materials are prepared for reuse in their original form or for use in manufacturing processes that do not cause the destruction of the materials in a manner that precludes further use.

Subd. 25d. Refuse-derived fuel.

"Refuse-derived fuel" means a product resulting from the processing of mixed municipal solid waste in a manner that reduces the quantity of noncombustible material present in the waste, reduces the size of waste components through shredding or other mechanical means, and produces a fuel suitable for combustion in existing or new solid fuel-fired boilers.

Subd. 26. Regional development commission.

"Regional development commission" means a commission established pursuant to sections [462.381](#) to [462.397](#).

Subd. 26a. Resource conservation.

"Resource conservation" means the reduction in the use of water, energy, and raw materials.

Subd. 27. Resource recovery.

"Resource recovery" means the reclamation for sale, use, or reuse of materials, substances, energy, or other products contained within or derived from waste.

Subd. 28. Resource recovery facility.

"Resource recovery facility" means a waste facility established and used primarily for resource recovery, including related and appurtenant facilities such as transmission facilities and transfer stations primarily serving the resource recovery facility.

Subd. 28a. Retrievable storage.

"Retrievable storage" means a method of disposal whereby wastes are placed in a facility established pursuant to sections [115A.18](#) to [115A.30](#) for an indeterminate period in a manner designed to allow the removal of the waste at a later time.

Subd. 28b. Sanitary district.

"Sanitary district" means a sanitary district with the authority to regulate solid waste.

Subd. 29. Sewage sludge.

"Sewage sludge" means solid, semisolid, or liquid residue generated during the treatment of domestic sewage in a treatment works. It includes, but is not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment processes and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during preliminary treatment of domestic sewage in a treatment works. Sewage sludge that is acceptable and beneficial for recycling on land as a soil conditioner and nutrient source is also known as biosolids.

Subd. 30. Sewage sludge disposal facility.

"Sewage sludge disposal facility" means property owned or leased by a political subdivision and used for interim or final disposal or land spreading of sewage sludge.

Subd. 31. Solid waste.

"Solid waste" has the meaning given it in section [116.06, subdivision 22](#).

Subd. 32. Solid waste management district or waste district.

"Solid waste management district" or "waste district" means a geographic area extending into two or more counties in which the management of solid waste is vested in a special district established pursuant to sections [115A.62](#) to [115A.72](#).

Subd. 32a.

MS 1994 [Renumbered subd 32c]

Subd. 32a. Source-separated compostable materials.

"Source-separated compostable materials" means materials that:

(1) are separated at the source by waste generators for the purpose of preparing them for use as compost;

(2) are collected separately from mixed municipal solid waste, and are governed by the licensing provisions of section [115A.93](#);

(3) are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the commissioner has determined that no other person is willing to accept the paper for recycling;

(4) are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the agency's class I or class II, or equivalent, compost standards and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility; and

(5) may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the commissioner determines that no other person is willing to accept the materials.

Subd. 32b.

MS 1994 [Renumbered subd 32d]

Subd. 32b. Source-separated recyclable materials.

"Source-separated recyclable materials" means recyclable materials, including commingled recyclable materials, that are separated by the generator.

Subd. 32c. Stabilization.

"Stabilization" means a chemical or thermal process in which materials or energy are added to waste in order to reduce the possibility of migration of any hazardous constituents of the resulting stabilized waste in preparation for placement of the waste in a stabilization and containment facility.

Subd. 32d. Stabilization and containment facility.

"Stabilization and containment facility" means a waste facility that is designed for stabilization and containment of waste, together with other appurtenant facilities needed to process waste for stabilization, containment, or transfer to another facility.

Subd. 33. Transfer station.

"Transfer station" means an intermediate waste facility in which waste collected from any source is temporarily deposited to await transportation to another waste facility.

Subd. 34. Waste.

"Waste" means solid waste, sewage sludge, and hazardous waste.

Subd. 35. Waste facility.

"Waste facility" means all property, real or personal, including negative and positive easements and water and air rights, which is or may be needed or useful for the processing or disposal of waste, except property for the collection of the waste and property used primarily for the manufacture of scrap metal or paper. Waste facility includes but is not limited to transfer stations, processing facilities, and disposal sites and facilities.

Subd. 36. Waste management.

"Waste management" means activities which are intended to affect or control the generation of waste and activities which provide for or control the collection, processing and disposal of waste.

Subd. 36a. Waste management method chosen by a county.

"Waste management method chosen by a county" means:

(1) a waste management method that is mandated for waste generated in the county by section [115A.415](#), [473.848](#), [473.849](#), or other state law, or by county ordinance based on the county solid waste management plan developed, adopted, and approved under section [115A.46](#) or [458D.05](#) or the county solid waste management master plan developed, adopted, and approved under section [473.803](#); or

(2) a waste management facility or facilities, developed under the county solid waste management plan or master plan, to which solid waste generated in a county is directed by an ordinance developed, adopted, and approved under sections [115A.80](#) to [115A.893](#).

Subd. 36b. Waste reduction or source reduction.

"Waste reduction" or "source reduction" means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:

- (1) reusing a product in its original form;
- (2) increasing the life span of a product;
- (3) reducing material or the toxicity of material used in production or packaging; or
- (4) changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

Subd. 37. Waste rendered nonhazardous.

"Waste rendered nonhazardous" means (1) waste excluded from regulation as a hazardous waste under the delisting requirements of United States Code, title 42, section 6921 and any federal and state delisting rules, and (2) other nonhazardous residual waste from the processing of hazardous waste.

Subd. 38. Yard waste.

"Yard waste" means garden wastes, leaves, lawn cuttings, weeds, shrub and tree waste, and prunings.

History:

[1980 c 564 art 1 s 3](#); [1981 c 352 s 1,2](#); [1983 c 373 s 5,6](#); [1984 c 640 s 32](#); [1984 c 644 s 1,2](#); [1985 c 274 s 1-3](#); [1986 c 425 s 12-17](#); [1987 c 348 s 1,2](#); [1988 c 524 s 1](#); [1988 c 685 s 3,4,21](#); [1989 c 325 s 3](#); [1989 c 335 art 1 s 128,129,269](#); [1Sp1989 c 1 art 18 s 3](#); [art 20 s 1,2](#); [1991 c 303 s 1](#); [1991 c 337 s 6,7,44](#); [1992 c 593 art 1 s 5-7,28](#); [1993 c 249 s 7,8,61](#); [1994 c 548 s 1](#); [1994 c 585 s 3](#); [1994 c 639 art 5 s 3](#); [1995 c 220 s 96](#); [1995 c 247 art 1 s 66](#); [1996 c 470 s 2-5](#); [1Sp2005 c 1 art 2 s 161](#); [2008 c 357 s 32,33](#); [2011 c 107 s 81](#); [2014 c 248 s 14](#); [1Sp2015 c 4 art 4 s 104,105](#)

Minn. Stat. § 115A.151 RECYCLING REQUIREMENTS; PUBLIC ENTITIES; COMMERCIAL BUILDINGS; SPORTS FACILITIES.

(a) A public entity, the owner of a sports facility, and an owner of a commercial building shall:

(1) ensure that facilities under its control, from which mixed municipal solid waste is collected, also collect at least three recyclable materials, such as, but not limited to, paper, glass, plastic, and metal; and

(2) transfer all recyclable materials collected to a recycler.

(b) For the purposes of this section:

(1) "public entity" means the state, an office, agency, or institution of the state, the Metropolitan Council, a metropolitan agency, the Metropolitan Mosquito Control Commission, the legislature, the courts, a county, a statutory or home rule charter city, a town, a school district, a special taxing district, or any entity that receives an appropriation from the state for a capital improvement project after August 1, 2002;

(2) "metropolitan agency" and "Metropolitan Council" have the meanings given them in section [473.121](#);

(3) "Metropolitan Mosquito Control Commission" means the commission created in section [473.702](#);

(4) "commercial building" means a building that:

(i) is located in a metropolitan county, as defined in section [473.121](#);

(ii) contains a business classified in sectors 42 to 81 under the North American Industrial Classification System; and

(iii) contracts for four cubic yards or more per week of solid waste collection; and

(5) "sports facility" means a professional or collegiate sports facility at which competitions take place before a public audience.

History: [1Sp1989 c 1 art 18 s 9](#); [1991 c 337 s 12](#); [1996 c 457 s 10](#); [2002 c 312 s 2](#); [2014 c 225 s 4](#); [2014 c 312 art 13 s 24](#)

Minn. Stat. §115A.46 REGIONAL AND LOCAL SOLID WASTE MANAGEMENT PLAN; REQUIREMENTS.

Subdivision 1. **General.**

(a) Plans shall address the state policies and purposes expressed in section [115A.02](#) and may not be inconsistent with state law.

(b) Plans for the location, establishment, operation, maintenance, and postclosure use of facilities and facility sites, for ordinances, and for licensing, permit, and enforcement activities shall be consistent with the rules adopted by the agency pursuant to chapter 116.

(c) Plans shall address:

(1) the resolution of conflicting, duplicative, or overlapping local management efforts;

(2) the establishment of joint powers management programs or waste management districts where appropriate; and

(3) other matters as the rules of the agency may require consistent with the purposes of sections [115A.42](#) to [115A.46](#).

(d) Political subdivisions preparing plans under sections [115A.42](#) to [115A.46](#) shall consult with persons presently providing solid waste collection, processing, and disposal services.

(e) Plans must be submitted to the commissioner for approval. When a county board is ready to have a final plan approved, the county board shall submit a resolution requesting review and approval by the commissioner. After receiving the resolution, the commissioner shall notify the county within 45 days whether the plan as submitted is complete and, if not complete, the specific items that need to be submitted to make the plan complete. Within 90 days after a complete plan has been submitted, the commissioner shall approve or disapprove the plan. If the plan is disapproved, reasons for the disapproval must be provided.

(f) After initial approval, each plan must be updated and submitted for approval at least every ten years. The plan must be revised as necessary so that it is not inconsistent with state law.

(g) Rules that regulate plan content under subdivision 2 must reflect demographic, geographic, regional, and solid waste system differences that exist among the counties.

Subd. 2. Contents.

(a) The plans shall describe existing collection, processing, and disposal systems, including schedules of rates and charges, financing methods, environmental acceptability, and opportunities for improvements in the systems.

(b) The plans shall include an estimate of the land disposal capacity in acre-feet which will be needed through the year 2000, on the basis of current and projected waste generation practices. In assessing the need for additional capacity for resource recovery or land disposal, the plans shall take into account the characteristics of waste stream components and shall give priority to waste reduction, separation, and recycling.

(c) The plans shall require the most feasible and prudent reduction of the need for and practice of land disposal of mixed municipal solid waste.

(d) The plans shall address at least waste reduction, separation, recycling, and other resource recovery options, and shall include specific and quantifiable objectives, immediately and over specified time periods, for reducing the land disposal of mixed municipal solid waste and for the implementation of feasible and prudent reduction, separation, recycling, and other resource recovery options. These objectives shall be consistent with statewide objectives as identified in statute. The plans shall describe methods for identifying the portions of the waste stream such as leaves, grass, clippings, tree and plant residue, and paper for application and mixing into the soil and use in agricultural practices. The plans shall describe specific functions to be performed and activities to be undertaken to achieve the abatement, reduction, separation, recycling, and other resource recovery objectives and shall describe the estimated cost, proposed manner of financing, and timing of the functions and activities. The plans shall describe proposed mechanisms for complying with the recycling requirements of section [115A.551](#), and the household hazardous waste management requirements of section [115A.96, subdivision 6](#).

(e) The plans shall include a comparison of the costs of the activities to be undertaken, including capital and operating costs, and the effects of the activities on the cost to generators and on persons currently providing solid waste collection, processing, and disposal services. The plans shall include alternatives which could be used to achieve the abatement objectives if the proposed functions and activities are not established.

(f) The plans shall designate how public education shall be accomplished. The plans shall, to the extent practicable and consistent with the achievement of other public policies and purposes, encourage ownership and operation of solid waste facilities by private industry. For solid waste facilities owned or operated by public agencies or supported primarily by public funds or obligations issued by a public

agency, the plans shall include criteria and standards to protect comparable private and public facilities already existing in the area from displacement unless the displacement is required in order to achieve the waste management objectives identified in the plan.

(g) The plans shall establish a siting procedure and development program to assure the orderly location, development, and financing of new or expanded solid waste facilities and services sufficient for a prospective ten-year period, including estimated costs and implementation schedules, proposed procedures for operation and maintenance, estimated annual costs and gross revenues, and proposals for the use of facilities after they are no longer needed or usable.

(h) The plans shall describe existing and proposed county and municipal ordinances and license and permit requirements relating to solid waste management and shall describe existing and proposed regulation and enforcement procedures.

Subd. 3.

[Repealed, [1984 c 644 s 82](#)]

Subd. 4. Delegating solid waste responsibilities.

A county or a solid waste management district established under sections [115A.62](#) to [115A.72](#) may not delegate to another governmental unit or other person any portion of its responsibility for solid waste management unless it establishes a funding mechanism to assure the ability of the entity to which it delegates responsibility to adequately carry out the responsibility delegated.

Subd. 5. Jurisdiction of plan.

(a) After a county plan has been submitted for approval under subdivision 1, a public entity, as defined in section [16C.073, subdivision 1](#), within the county may not enter into a binding agreement governing a solid waste management activity that is inconsistent with the county plan without the consent of the county.

(b) After a county plan has been approved under subdivision 1, the plan governs all solid waste management in the county and a public entity, as defined in section [16C.073, subdivision 1](#), within the county may not develop or implement a solid waste management activity, other than an activity to reduce waste generation or reuse waste materials, that is inconsistent with the county plan that the county is actively implementing without the consent of the county.

History:

[1980 c 564 art 5 s 5](#); [1982 c 569 s 13](#); [1984 c 644 s 32,33](#); [1987 c 404 s 140](#); [1989 c 131 s 3](#); [1989 c 325 s 6](#); [1989 c 335 art 1 s 269](#); [1Sp1989 c 1 art 20 s 3,4](#); [1991 c 337 s 15,16](#); [1995 c 247 art 1 s 8](#); [art 2 s 12](#); [2003 c 13 s 1](#); [1Sp2005 c 1 art 2 s 161](#); [2014 c 196 art 1 s 5](#)

Minn. Stat. §115A.471 PUBLIC ENTITIES; MANAGING SOLID WASTE.

Subdivision 1. Definitions.

(a) Prior to entering into or approving a contract for the management of mixed municipal solid waste which would manage the waste using a waste management practice that is ranked lower on the list of preferred waste management practices in section [115A.02, paragraph \(b\)](#), than the waste management practice selected for such waste in the county plan for the county in which the waste was generated, a public entity must:

(1) determine the potential liability to the public entity and its taxpayers for managing the waste in this manner;

(2) develop and implement a plan for managing the potential liability; and

(3) submit the information from clauses (1) and (2) to the agency.

(b) For the purpose of this subdivision, "public entity" means the state; an office, agency, or institution of the state; the Metropolitan Council; a metropolitan agency; the Metropolitan Mosquito Control District; the legislature; the courts; a county; a statutory or home rule charter city; a town; a school district; another special taxing district; or any other general or special purpose unit of government in the state.

History: [1995 c 247 art 1 s 9](#)

Minn Stat. §115A.551 RECYCLING.

Subdivision 1. Definitions.

(a) For the purposes of this section, "recycling" means, in addition to the meaning given in section [115A.03, subdivision 25b](#), yard waste and source-separated compostable materials composting and recycling that occurs through mechanical or hand separation of materials that are then delivered for use in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

(b) For the purposes of this section, "total solid waste generation" means the total by weight of:

(1) materials separated for recycling;

(2) materials separated for yard waste and source-separated compostable materials composting;

(3) mixed municipal solid waste plus motor and vehicle fluids and filters, tires, lead acid batteries, and major appliances; and

(4) residential waste materials that would be mixed municipal solid waste but for the fact that they are not collected as such.

Subd. 2

[Repealed, [2014 c 312 art 13 s 48](#)]

Subd. 2a. County recycling goals.

(a) By December 31, 2030, each county will have as a goal to recycle the following amounts:

(1) for a county outside of the metropolitan area, 35 percent by weight of total solid waste generation; and

(2) for a metropolitan county, 75 percent by weight of total solid waste generation.

(b) Each county will develop and implement or require political subdivisions within the county to develop and implement programs, practices, or methods designed to meet its recycling goal. Nothing in this section or in any other law may be construed to prohibit a county from establishing a higher recycling goal.

(c) Any quantified recyclable materials that meet the definition in subdivision 1, paragraph (a), or section [115A.03, subdivision 25a](#), are eligible to be counted toward a county's recycling goal under this subdivision.

Subd. 3. Interim goals; nonmetropolitan counties.

The commissioner shall establish interim recycling goals for the nonmetropolitan counties to assist them in meeting the goals established in subdivision 2a.

Subd. 4. Interim monitoring.

The commissioner shall monitor the progress of each county toward meeting the recycling goals in subdivision 2a. The commissioner shall report to the senate and house of representatives committees having jurisdiction over environment and natural resources as part of the report required under section [115A.411](#). If the commissioner finds that a county is not progressing toward the goals in subdivision 2a, the commissioner shall negotiate with the county to develop and implement solid waste management techniques designed to assist the county in meeting the goals, such as organized collection, curbside collection of source-separated materials, and volume-based pricing.

Subd. 5. Failure to meet goal.

(a) A county failing to meet the interim goals in subdivision 3 shall, as a minimum:

- (1) notify county residents of the failure to achieve the goal and why the goal was not achieved; and
- (2) provide county residents with information on recycling programs offered by the county.

(b) If, based on the recycling monitoring described in subdivision 4, the commissioner finds that a county will be unable to meet the recycling goals established in subdivision 2a, the commissioner shall, after consideration of the reasons for the county's inability to meet the goals, recommend legislation for consideration by the senate and house of representatives committees having jurisdiction over environment and natural resources and environment and natural resources finance to establish mandatory recycling standards and to authorize the commissioner to mandate appropriate solid waste management techniques designed to meet the standards in those counties that are unable to meet the goals.

Subd. 6. County solid waste plans.

Each county shall include in its solid waste management plan described in section [115A.46](#), or its solid waste master plan described in section [473.803](#), a recycling implementation strategy for meeting the recycling goal established in subdivision 2a along with mechanisms for providing financial incentives to solid waste generators to reduce the amount of waste generated and to separate recyclable materials from the waste stream.

Subd. 7. Recycling implementation strategy.

Each county shall submit to the commissioner for approval the recycling implementation strategy required in subdivision 6. The recycling implementation strategy must be submitted by October 31, 1995, and must:

- (1) be consistent with the approved county solid waste management plan;
- (2) identify the materials that are being and will be recycled in the county to meet the goals under this section and the parties responsible and methods for recycling the material;
- (3) provide a budget to ensure adequate funding for needed county and local programs and demonstrate an ongoing commitment to spending the money on recycling programs; and
- (4) include a schedule for implementing recycling activities needed to meet the goals in subdivision 2a.

History:

[1Sp1989 c 1 art 18 s 12](#); [1991 c 337 s 19-21](#); [1992 c 593 art 1 s 14-16,54](#); [1993 c 249 s 13,14,61](#); [1994 c 639 art 5 s 3](#); [1995 c 247 art 1 s 14-17](#); [art 2 s 15](#); [1996 c 470 s 27](#); [1999 c 73 s 4](#); [1Sp2005 c 1 art 2 s 161](#); [2012 c 272 s 67,68](#); [2014 c 312 art 13 s 26,27](#); [1Sp2015 c 4 art 4 s 108](#); [2016 c 158 art 1 s 26-28](#)

Minn. Stat. §115A.552 OPPORTUNITY TO RECYCLE.

Subdivision 1. County requirement.

Counties shall ensure that residents, including residents of single and multifamily dwellings, have an opportunity to recycle. At least one recycling center shall be available in each county. Opportunity to recycle means availability of recycling and curbside pickup or collection centers for recyclable materials at sites that are convenient for persons to use. Counties shall also provide for the recycling of problem materials and major appliances. Counties shall assess the operation of existing and proposed recycling centers and shall give due consideration to those centers in ensuring the opportunity to recycle. To the extent practicable, the costs incurred by a county for collection, storage, transportation, and recycling of major appliances must be collected from persons who discard the major appliances.

Subd. 2. Recycling opportunities.

An opportunity to recycle must include:

- (1) a local recycling center in the county and sites for collecting recyclable materials that are located in areas convenient for persons to use them;
- (2) curbside pickup, centralized drop-off, or a local recycling center for at least four broad types of recyclable materials in cities with a population of 5,000 or more persons; and
- (3) monthly pickup of at least four broad types of recyclable materials in cities of the first and second class and cities with 5,000 or more population in the metropolitan area.

Subd. 3. Recycling information, education, and promotion.

(a) Each county shall provide information on how, when, and where materials may be recycled, including a promotional program that publishes notices at least once every three months and encourages source separation of residential, commercial, industrial, and institutional materials.

(b) The commissioner shall develop materials for counties to use in providing information on and promotion of recycling.

(c) The commissioner shall provide technical assistance to counties to help counties implement recycling programs.

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Subd. 4. Nonresidential recycling.

Each county shall encourage building owners and managers, business owners and managers, and collectors of commercial mixed municipal solid waste to provide appropriate recycling services and opportunities to generators of commercial, industrial, and institutional solid waste in the county.

History: [1Sp1989 c 1 art 18 s 13](#); [1991 c 337 s 22-24](#); [1994 c 639 art 5 s 3](#); [1Sp2005 c 1 art 2 s 161](#)

Minn. Stat. §115A.557 COUNTY WASTE REDUCTION AND RECYCLING FUNDING.

Subdivision 1. Distribution; formula.

Any funds appropriated to the commissioner for the purpose of distribution to counties under this section must be distributed each fiscal year by the commissioner based on population, except a county may not receive less than \$55,000 in a fiscal year. If the amount available for distribution under this section is less or more than the amount available in fiscal year 2001, the minimum county payment under this section is reduced or increased proportionately. For purposes of this subdivision, "population" has the definition given in section [477A.011, subdivision 3](#). A county that participates in a multicounty district that manages solid waste and that has responsibility for recycling programs as authorized in section [115A.552](#), must pass through to the districts funds received by the county in excess of the minimum county payment under this section in proportion to the population of the county served by that district.

Subd. 2. Permissible expenditures.

(a) A county receiving money distributed by the commissioner under this section may use the money only for the development and implementation of programs to:

- (1) reduce the amount of solid waste generated;
- (2) recycle the maximum amount of solid waste technically feasible;
- (3) create and support markets for recycled products;
- (4) remove problem materials from the solid waste stream and develop proper disposal options for them;
- (5) inform and educate all sectors of the public about proper solid waste management procedures;
- (6) provide technical assistance to public and private entities to ensure proper solid waste management;
- (7) provide educational, technical, and financial assistance for litter prevention;
- (8) process mixed municipal solid waste generated in the county at a resource recovery facility located in Minnesota;
- (9) compost source-separated compostable materials, including the provision of receptacles for residential composting;
- (10) prevent food waste or collect and transport food donated to humans or to be fed to animals; and
- (11) process source-separated compostable materials that are to be used to produce class I or class II compost, as defined in Minnesota Rules, part [7035.2836](#), after being processed in an anaerobic digester, but not to construct buildings or acquire equipment.

(b) Beginning in fiscal year 2015 and continuing thereafter, of any money distributed by the commissioner under this section to a metropolitan county, as defined in section [473.121, subdivision 4](#), that exceeds the amount the county was eligible to receive under this section in fiscal year 2014: (1) at least 50 percent must be expended on activities in paragraph (a), clauses (9) to (11); and (2) the remainder must be expended on activities in paragraph (a), clauses (1) to (7) and (9) to (11), that advance the county toward achieving its recycling goal under section [115A.551](#).

Subd. 3. Eligibility.

(a) To be eligible to receive money distributed by the commissioner under this section, a county shall within one year of October 4, 1989:

- (1) create a separate account in its general fund to credit the money; and
- (2) set up accounting procedures to ensure that money in the separate account is spent only for the purposes in subdivision 2.

(b) In each following year, each county shall also:

(1) have in place an approved solid waste management plan or master plan including a recycling implementation strategy under section [115A.551, subdivision 7](#), and a household hazardous waste management plan under section [115A.96, subdivision 6](#), by the dates specified in those provisions;

(2) submit a report by April 1 of each year to the commissioner, which may be submitted electronically and must be posted on the agency's website, detailing for the previous calendar year:

(i) how the money was spent including, but not limited to, specific recycling and composting activities undertaken to increase the county's proportion of solid waste recycled in order to achieve its recycling goal established in section [115A.551](#); specific information on the number of employees performing SCORE planning, oversight, and administration; the percentage of those employees' total work time allocated to SCORE planning, oversight, and administration; the specific duties and responsibilities of those employees; and the amount of staff salary for these SCORE duties and responsibilities of the employees; and

(ii) the resulting gains achieved in solid waste management practices; and

(3) provide evidence to the commissioner that local revenue equal to 25 percent of the money sought for distribution under this section will be spent for the purposes in subdivision 2.

(c) The commissioner shall withhold all or part of the funds to be distributed to a county under this section if the county fails to comply with this subdivision and subdivision 2.

Subd. 4. Report.

The commissioner shall report on how the money was spent and the resulting statewide improvements in solid waste management to the senate and house of representatives committees having jurisdiction over ways and means, finance, environment and natural resources, and environment and natural resources finance. The report shall be included in the report required under section [115A.411](#).

History:

[1Sp1989 c 1 art 19 s 1](#); [1991 c 337 s 26](#); [1992 c 593 art 1 s 17,54](#); [1994 c 585 s 13](#); [1994 c 639 art 5 s 3](#); [1995 c 247 art 1 s 19,20](#); [1996 c 470 s 27](#); [2000 c 490 art 10 s 1](#); [1Sp2001 c 2 s 125](#); [2002 c 374 art 6 s 2](#); [2004 c 284 art 2 s 11](#); [1Sp2005 c 1 art 2 s 161](#); [2009 c 37 art 1 s 42](#); [2012 c 272 s 69](#); [2014 c 312 art 13 s 28,29](#); [1Sp2015 c 4 art 4 s 109](#)

Chapter 473 METROPOLITAN GOVERNMENT

Minn. Stat. §473.8441 LOCAL RECYCLING DEVELOPMENT PROGRAM.

Subdivision 1. Definitions.

"Number of households" has the meaning given in Minnesota Statutes 1992, section [477A.011, subdivision 3a](#).

Subd. 2. Program.

The commissioner shall encourage the development of permanent local recycling programs throughout the metropolitan area. The commissioner shall make grants to qualifying metropolitan counties as provided in this section.

Subd. 3. Grants; eligible costs.

Grants may be used to pay for planning, developing, and operating yard waste composting and recycling programs.

Subd. 4. Grant conditions.

The commissioner shall administer grants so that the following conditions are met:

- (a) A county must apply for a grant in the manner determined by the commissioner. The application must describe the activities for which the grant will be used.
- (b) The activities funded must be consistent with the metropolitan policy plan and the county master plan.
- (c) A grant must be matched by equal local expenditures for the activities for which the grant is made. A local expenditure may include, but is not limited to, an expenditure by a local unit of government, tribal government, or private sector or nonprofit organization.
- (d) All grant funds must be used for new activities or to enhance or increase the effectiveness of existing activities in the county. Grant funds shall not be used for research or development of a product that would be patented, copyrighted, or a subject of trade secrets.
- (e) Counties shall provide support to maintain effective municipal recycling where it is already established.

Subd. 5. Grant allocation procedure.

- (a) The commissioner shall distribute the funds annually so that each qualifying county receives an equal share of 50 percent of the allocation to the program described in this section, plus a proportionate share of the remaining funds available for the program. A county's proportionate share is an amount that has the same proportion to the total remaining funds as the number of households in the county has to the total number of households in all metropolitan counties.
- (b) To qualify for distribution of funds, a county, by April 1 of each year, must submit to the commissioner for approval a report on expenditures and activities under the program during the preceding fiscal year and any proposed changes in its recycling implementation strategy or performance funding system. The report shall be included in the county report required by section [473.803, subdivision 3](#).

History: [1987 c 348 s 46](#); [1989 c 325 s 63](#); [1993 c 249 s 41](#); [1995 c 247 art 2 s 47-49](#); [1Sp2005 c 1 art 2 s 161](#); [2016 c 158 art 1 s 194](#); [2018 c 134 s 1](#)

Minn. Stat. § 473.848 RESTRICTION ON DISPOSAL.

Subdivision 1. Restriction.

(a) For the purposes of implementing the waste management policies in section [115A.02](#) and metropolitan area goals related to landfill abatement established under this chapter, a person may not dispose of unprocessed mixed municipal solid waste generated in the metropolitan area at a waste disposal facility unless the waste disposal facility meets the standards in section [473.849](#) and:

- (1) the waste has been certified as unprocessable by a county under subdivision 2; or
- (2)(i) the waste has been transferred to the disposal facility from a resource recovery facility;
- (ii) no other resource recovery facility serving the metropolitan area is capable of processing the waste; and
- (iii) the waste has been certified as unprocessable by the operator of the resource recovery facility under subdivision 3.

(b) For purposes of this section, mixed municipal solid waste does not include street sweepings, construction debris, mining waste, foundry sand, and other materials, if they are not capable of being processed by resource recovery as determined by the council.

Subd. 2. County certification; office approval.

(a) By April 1 of each year, each county shall submit an annual certification report to the office detailing:

- (1) the quantity of waste generated in the county that was not processed prior to transfer to a disposal facility during the year preceding the report;
- (2) the reasons the waste was not processed;
- (3) a strategy for development of techniques to ensure processing of waste including a specific timeline for implementation of those techniques; and
- (4) any progress made by the county in reducing the amount of unprocessed waste.

The report shall be included in the county report required by section [473.803, subdivision 3](#).

(b) The Pollution Control Agency shall approve a county's certification report if it determines that the county is reducing and will continue to reduce the amount of unprocessed waste, based on the report and the county's progress in development and implementation of techniques to reduce the amount of unprocessed waste transferred to disposal facilities. If the Pollution Control Agency does not approve a county's report, it shall negotiate with the county to develop and implement specific techniques to reduce unprocessed waste. If the Pollution Control Agency does not approve two or more consecutive reports from any one county, the Pollution Control Agency shall develop specific reduction techniques that are designed for the particular needs of the county. The county shall implement those techniques by specific dates to be determined by the Pollution Control Agency.

Subd. 3. Facility certification.

The operator of each resource recovery facility that receives waste from counties in the metropolitan area shall certify as unprocessable each load of mixed municipal solid waste it does not process. Certification must be made to each county that sends its waste to the facility at intervals specified by the county. Certification must include at least the number and size of loads certified as unprocessable and the reasons the waste is unprocessable. Loads certified as unprocessable must include the loads that would otherwise have been processed but were not processed because the facility was not in operation,

but nothing in this section relieves the operator of its contractual obligations to process mixed municipal solid waste.

Subd. 4. Pollution Control Agency report.

The Pollution Control Agency shall include, as part of its report to the Environment and Natural Resources Committees of the senate and house of representatives, the Finance Division of the senate Committee on Environment and Natural Resources, and the house of representatives Committee on Environment and Natural Resources Finance required under section [473.149](#), an accounting of the quantity of unprocessed waste transferred to disposal facilities, the reasons the waste was not processed, a strategy for reducing the amount of unprocessed waste, and progress made by counties to reduce the amount of unprocessed waste. The Pollution Control Agency may adopt standards for determining when waste is unprocessable and procedures for expediting certification and reporting of unprocessed waste.

Subd. 5. Definition.

For the purpose of this section, waste is "unprocessed" if it has not, after collection and before disposal, undergone separation of materials for resource recovery through recycling, incineration for energy production, production and use of refuse-derived fuel, composting, or any combination of these processes so that the weight of the waste remaining that must be disposed of in a mixed municipal solid waste disposal facility is not more than 35 percent of the weight before processing, on an annual average.

History:

[1985 c 274 s 35](#); [1989 c 325 s 66](#); [1991 c 337 s 81,82](#); [1993 c 249 s 43,44](#); [1994 c 585 s 49,50](#); [1995 c 247 art 2 s 51,52](#); [1996 c 470 s 27](#); [1Sp2005 c 1 art 2 s 161](#)

CHAPTER 16C. STATE PROCUREMENT

Minn. Stat. § 16C.05 CONTRACT MANAGEMENT; VALIDITY AND REVIEW.

Subdivision 1. Agency cooperation and delegation.

Agencies shall fully cooperate with the commissioner in the creation, management, and oversight of state contracts. Authority delegated to agencies shall be exercised in the name of the commissioner and under the commissioner's direct supervision and control. A delegation of duties may include, but is not limited to, allowing individuals within agencies to acquire goods, services, construction, and utilities within dollar limitations and for designated types of acquisitions. Delegation of contract management and review functions must be filed with the secretary of state. The commissioner may withdraw any delegation at the commissioner's sole discretion. The commissioner may require an agency head or subordinate to accept delegated responsibility to procure goods, services, or construction intended for the exclusive use of the agency receiving the delegation.

Subd. 2. Creation and validity of contracts.

(a) A contract and amendments are not valid and the state is not bound by them and no agency, without the prior written approval of the commissioner granted pursuant to subdivision 2a, may authorize work to begin on them unless:

(1) they have first been executed by the head of the agency or a delegate who is a party to the contract;

(2) they have been approved by the commissioner; and

(3) the accounting system shows an encumbrance for the amount of the contract liability, except as allowed by policy approved by the commissioner and commissioner of management and budget for routine, low-dollar procurements and section 16B.98, subdivision 11.

(b) Grants, interagency agreements, purchase orders, work orders, and annual plans need not, in the discretion of the commissioner and attorney general, require the signature of the commissioner and/or the attorney general. A signature is not required for work orders and amendments to work orders related to Department of Transportation contracts. Bond purchase agreements by the Minnesota Public Facilities Authority do not require the approval of the commissioner.

(c) Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section [16C.03, subdivision 16](#), must determine that an amendment would serve the interest of the state better than a new contract and would cost no more.

(d) A record must be kept of all responses to solicitations, including names of bidders and amounts of bids or proposals. A fully executed copy of every contract, amendments to the contract, and performance evaluations relating to the contract must be kept on file at the contracting agency for a time equal to that specified for contract vendors and other parties in subdivision 5. These records are open to public inspection, subject to section [13.591](#) and other applicable law.

(e) The attorney general must periodically review and evaluate a sample of state agency contracts to ensure compliance with laws.

(f) Before executing a contract or license agreement involving intellectual property developed or acquired by the state, a state agency shall seek review and comment from the attorney general on the terms and conditions of the contract or agreement.

Subd. 2a. Emergency authorization.

The commissioner may grant an agency approval to authorize work to begin on a contract prior to the full execution of the contract in the event of an emergency as defined in section [16C.10, subdivision 2](#).

Subd. 3.

[Repealed by amendment, [2014 c 196 art 2 s 4](#)]

Subd. 4. Contract administration.

A contracting agency shall diligently administer and monitor any contract it has entered into. The commissioner may require an agency to report to the commissioner at any time on the status of any contracts to which the agency is a party.

Subd. 5. Subject to audit.

A contract or any pass-through disbursement of public funds to a vendor of goods or services or a grantee made by or under the supervision of the commissioner or any county or unit of local government must include, expressed or implied, an audit clause that provides that the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. If the contracting agency is a local unit of government, and the governing body of the local unit of government requests that the state auditor examine the books, records, documents, and accounting procedures and practices of the vendor or other party pursuant to this subdivision, the contracting agency shall be liable for the cost of the examination. If the contracting agency is a local unit of government, and the grantee, vendor, or other party requests that the state auditor examine all books, records, documents, and accounting procedures and practices related to the contract, the grantee, vendor, or other party that requested the examination shall be liable for the cost of the examination. An agency contract made for purchase, lease, or license of software and data from the state is not required to contain this audit clause.

Subd. 6. Authority of attorney general.

The attorney general may pursue remedies available by law to avoid the obligation of an agency to pay under a contract or to recover payments made if services performed or goods received under the contract are so unsatisfactory, incomplete, or inconsistent that payment would involve unjust enrichment. The contrary opinion of the contracting agency does not affect the power of the attorney general under this subdivision.

Subd. 7. Contracts with Indian tribes and bands.

Notwithstanding any other law, an agency may not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a contract with an agency.

History:

[1994 c 632 art 3 s 33](#); [1998 c 386 art 1 s 6](#); [1999 c 86 art 1 s 11](#); [1999 c 230 s 1](#); [2000 c 488 art 2 s 1](#); [1Sp2001 c 8 art 2 s 10](#); [1Sp2001 c 10 art 2 s 37](#); [2003 c 130 s 12](#); [1Sp2003 c 1 art 2 s 48,49](#); [2004 c 206 s 7](#); [2007 c 148 art 2 s 35,36](#); [2009 c 101 art 2 s 109](#); [2014 c 187 s 3](#); [2014 c 196 art 1 s 5](#); [art 2 s 4](#)

2024 Anoka County Municipal Waste Abatement Grant Funding Award Letter

Contract number: C0010111

The Municipality of East Bethel is eligible for a total of \$47,820.00 for their Municipal program abatement efforts in 2024, plus if awarded upon request up to an additional \$20,000.00.

The total funding for the 2024 Residential Recycling Program is based on the budgeted amounts stated in the Municipal Waste Abatement Grant Funding Application.

The Grant Funding Award for East Bethel is as follows:

	Amount Eligible	Amount Requested	Amount Awarded
Base Funding Allocation	\$ 31,400.00	\$ 21,388.03	\$ 21,388.03

	Amount Eligible	Amount Requested	Amount Awarded
Drop-off Grant	\$ 10,000.00	\$ 9,875.00	\$ 9,875.00
General Enhancement Grant	\$ 4,280.00	\$ -	\$ -
Organics Grant	\$ 2,140.00	\$ -	\$ -
Labor & Staffing	\$ -	\$ 16,556.97	\$ 16,556.97

Total (Base + Enhancement Funding + Labor & Staffing)	\$ 47,820.00	\$ 47,820.00	\$ 47,820.00
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Supplemental Funding	\$ -	\$ 20,000.00	\$ 20,000.00
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Total Funding Award (Base + Enhancement + Labor & Staffing and Supplemental)			\$ 67,820.00
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To the extent that the Municipality requested funds in excess of the total eligible amount, the excess amount in any category is denied.

The annual tonnage goal for East Bethel is: 1,289 tons

Reviewed by: Jill Curran

Dated: 09/08/23

Approved by: Alison Peterson

Dated: 09/08/2023



Anoka County Municipal Waste Abatement Grant Funding Application

Cycle: *Annual* | Year: *2023* | Status: *Verified*

Member Name: *City of East Bethel*

2024 Applications are due June 2, 2023.

City of East Bethel is requesting the following funding for their 2024 Anoka County municipal waste abatement program efforts.

General Instructions

This application is provided to each municipality in Anoka County for funds to support and increase recycling activities and programs within the municipality.

The funds allocated in this application are based on the number of households in the municipality. The number of households is determined using the most current Met Council household data available. For calendar year 2024, 2021 Met Council data has been used to determine the number of households for this application.

There are three sections in this funding application:

- Base Funding
- Enhancement Funding
- Supplemental Funding

The Enhancement Funding section of the application also has three parts:

- Drop-off
- General Enhancement
- Organics Program Funding

Please complete each section of the grant application. A number value must be entered in each field before submitting the application. If no funds are being requested for any given field, enter a zero. **If a completed funding application isn't submitted by June 2, 2023, the municipality will not be eligible for funding.**

In a separate Re-TRAC form, reimbursement requests will be submitted twice a year.

USER TIPS

To contact support from within this form: Click "Support" at the top of the screen or "Program Support Request" in the green bar at the top of the form.

To print this form: Click the "Export" button found on upper top right corner of the form. You must save the form before you can export it.

To see eligible expenses within each section: Click "view eligible expense" in each section.

Click [here](#) to download the full Eligible Expenses document.

To save this form while working on it: Click "Save" at the bottom of the form and select "Save as Draft".

To submit this form: Click “Save” at the bottom of the form and if there are no errors, click the “Mark as Complete” option. Note that once you mark the form as complete, you cannot make changes to it.

Eligible Expenses

The following items are examples of eligible expenses allowed for reimbursement.

Collection Expenses: If residents are charged recycling fees for curbside or recycling events, waste abatement funds will reimburse the difference between the fees collected and the cost of recycling or composting the materials.

Equipment: The cost to purchase, maintain and repair equipment that is used exclusively to operate the recycling or composting program.

Containers: The cost for recycling or organics containers.

Promotion: The entire cost of a publication if totally dedicated to waste reduction, recycling or composting information or a percentage of the cost for the portion of a municipal publication dedicated to waste management information.

Staffing: Labor and staffing directly related to recycling program administration and implementation may be funded up to 75% of total funding allocation. See Labor & Staffing section below for more information.

Ineligible Expenses

The following general operating expenses should NOT be submitted for reimbursement.

Standard Operational Expenses/Building Overhead: Since most of the municipal recycling coordinators are part-time positions and staff serve multiple roles at the municipality, standard operating expenses including office space rental, leasing office equipment and general office supplies, are not eligible for reimbursement.

Project Expenses: Specific to transportation, energy or ground water protection.

Collection Costs: The costs for general waste and recycling collection at municipal buildings, trash costs when advertised as being accepted at a recycling/cleanup day, and costs associated with road side cleanup of illegally dumped materials should not be included in this application.

General Municipal Staff: Staff time related to standard municipal operations (city administrator, office administration, facilities management, finance and legal staff) are not eligible for reimbursement. If municipal staff do not assist the recycling coordinator directly on activities to help the municipality achieve its recycling goal, e.g. communications and collecting, processing or marketing recyclable materials and organics, their time will not be reimbursed.

Click here to view previous years application:

Click [here](#) to download the full Eligible Expenses document.

2024 Total Funding Allocation

Your Community has access to the following funds for 2024:

\$ 47,820.00

(An additional \$20,000 in discretionary funds may be available through the Supplemental Funding section.)

2024 BASE Funding Allocation

All municipalities are eligible for base waste abatement grant funding. When completing this application, base funding requests should fall under one of the following categories:

- regular curbside collection,
- general operations of a drop-off center,
- costs for spring and fall recycling days,
- basic promotion,
- yard waste collection and
- percentage of time the recycling coordinator spends on waste abatement activities.

Base Funding is \$10,000.00 base, plus \$5.00/household (household counts are based on 2021 Met Council estimates)

Municipality Name:

City of East Bethel

 **MANAGE ONLY**

of households

4,280

Base Funding

\$ 10,000.00

Base Funding Additional (based on \$5/household)

\$ 21,400.00

Total Base Funding Allocation

\$ 31,400.00

Curbside Collection

Complete ALL required fields below, if value is zero, enter "0.00".

Click [here](#) to download the Curbside Collection Eligible Expenses document.

Collection Service Provider Expenses *

\$ 0.00

Contamination Fees *

\$ 0.00

Additional Expenses *

\$ 0.00

Curbside Collection Expense Subtotal

\$

0.00

Estimated Revenue *

\$ 0.00

Curbside Collection Expenses \$
0.00 *Negative values here will not carry forward to other sections.*

General Operations of a Drop-Off Center/Spring or Fall Recycling Day(s)

Click [here](#) to download the General Operations of a Drop-off Center/Spring or Fall Recycling Days Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

DO NOT include any expenses for tires, oil, antifreeze & oil filters. These expenses should be listed in the Problem Materials section.

Collection Service Provider Expenses * \$ 11,800.00

Equipment * \$ 0.00

Facility Expenses * \$ 9,673.03

Please enter Labor & Staffing expenses in Labor & Staffing section below.

General Operations of a Drop-off Expense Subtotal \$
21,473.03

Estimated Revenue * \$ 735.00

General Operations of a Drop-off Expenses \$
20,738.03 *Negative values here will not carry forward to other sections.*

Promotion -- Base Funding

Click [here](#) to download the Promotion Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

Printing * \$ 200.00

Postage * \$ 200.00

Advertising * \$ 0.00

Volunteer Incentives * \$ 0.00

Educational Entertainment * \$ 0.00

Promotion -- Base Funding Expenses \$

400.00

Yard Waste/Tree Waste

Click [here](#) to download the Yard/Tree Waste Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses * \$ 0.00

Equipment * \$ 0.00

Yard Waste/Tree Waste Expenses Subtotal \$

0.00

Estimated Revenue * \$ 0.00

Yard Waste/Tree Waste Expenses \$

0.00

Negative values here will not carry forward to other sections.

Problem Materials (Tires, Oil, Antifreeze, and Oil Filters)

Click [here](#) to download the Problem Materials Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

Service Provider Expenses * \$ 250.00

Estimated Revenue * \$ 0.00

Problem Material Expenses \$

250.00

Negative values here will not carry forward to other sections.

Program Administration -- Base Funding

Click [here](#) to download the Program Administration Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

Office supplies * \$ 0.00

Training * \$ 0.00

Mileage * \$ 0.00

Membership Dues, Periodicals *	\$	0.00
Professional Services *	\$	0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Program Administration- Base Funding Expenses	\$	0.00
---	----	------

Total BASE Funding Requested	\$	21,388.03
Funding Remaining	\$	26,431.97

2024 ENHANCEMENT Funding Allocation

The purpose of the Anoka County Municipal Waste Abatement grant funding program is to increase recycling and organics diversion and help the County achieve the State mandated goal of 75% recycling/composting by 2030. The County recognizes that this funding is needed to support established infrastructure costs that exceed the Base and each communities funding. To be eligible for grant funds, municipalities must apply for these funds. Applicants must itemize expenditures within each of the three grant sections, Drop-off, General Enhancement and Organics Program, below and calculate the total grant request for each category.

Drop-off Grant

This grant is allocated to cover additional drop-off center costs or events beyond the regularly scheduled spring and fall recycling days.

The grant for this section is \$10,000.00 for municipalities with up to 4,999 households and \$15,000.00 for municipalities with household counts 5,000 and over.

Below are examples of materials that can be collected for reuse or recycling. Only list organics expenses in the organics section.

Additional Reusable or Recyclable Materials Collected at Permanent Drop-off Centers or Special Events:

Appliances, Electronics, Mattresses*, Confidential Document Destruction, Fluorescent Bulbs, Household Batteries, Fire Extinguishers, Propane Tanks, Bicycles**, and Clothing**.

Additional Items:

Block and Shape Polystyrene, Cell Phones, Film Plastic/Bags, Furniture***, Household Goods**, String Lights/Extension Cords, Printer Cartridges

* None of these materials should be advertised as being collected on a Recycling Day and then disposed of as trash

** Items that should be evaluated for reuse prior to recycling

 **MANAGE ONLY**

Drop-off Grant Amount Available	\$	10,000.00
--	----	-----------

Click [here](#) to download the Drop-off Eligible Expenses document.

Permanent Drop-off Center Enhancements

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *	\$	0.00
New Equipment & Supplies *	\$	0.00
New Construction *	\$	0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Permanent Drop-off Center Enhancement Expenses Subtotal	\$	0.00
Estimated Revenue *	\$	0.00
Permanent Drop-off Center Enhancement Expenses	\$	0.00

Negative values here will not carry forward to other sections.

Monthly or Quarterly Drop-off Events

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *	\$	10,000.00
New Equipment & Supplies *	\$	0.00
User Coupon Incentives *	\$	0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Monthly or Quarterly Drop-off Events Expense Subtotal	\$	10,000.00
Estimated Revenue *	\$	125.00
Monthly or Quarterly Drop-off Event Expenses	\$	9,875.00

Negative values here will not carry forward to other sections.

Total Drop-off Grant Requested	\$	9,875.00
---------------------------------------	----	----------

General Enhancement Grant

The grant amount available for this section is calculated using \$1.00/household.

General Enhancement Grant Amount Available \$

4,280.00

Click [here](#) to download the General Enhancement Eligible Expenses document.

Park Recycling

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses * \$ 0.00

Recycling Containers * \$ 0.00

Recycling Bags * \$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Park Recycling Expenses \$
0.00

Special Municipal Programs or Events - Please list any organics expenses in the organics section.

Complete ALL required fields below, if value is zero, enter "0.00".

Service Provider Expenses * \$ 0.00

Supplies & Containers * \$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Special Municipal Program or Event Expenses Subtotal \$
0.00

Estimated Revenue * \$ 0.00

Special Municipal Program or Event Expenses \$
0.00 *Negative values here will not carry forward to other sections.*

Special Curbside Recycling Collection

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses * \$ 0.00

Subsidy to Resident * \$ 0.00

Special Curbside Recycling Collection Expenses Subtotal \$

0.00

Estimated Revenue *

\$ 0.00

Special Curbside Recycling Collection Expenses \$

0.00

Negative values here will not carry forward to other sections.

Multi-Family Recycling Outreach

Complete ALL required fields below, if value is zero, enter "0.00".

Supplies & Containers *

\$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Multi-Family Recycling Outreach Expenses \$

0.00

Promotion -- Enhancement Funding

Complete ALL required fields below, if value is zero, enter "0.00".

Printing *

\$ 0.00

Postage *

\$ 0.00

Advertising *

\$ 0.00

Volunteer Incentives *

\$ 0.00

Educational Entertainment *

\$ 0.00

Promotion -- Enhancement Funding Expenses \$

0.00

Total General Enhancement Grant Requested \$

0.00

Organics Program Grant

The grant amount for this section is \$0.50/household if additional curbside or drop-off grant programs are not offered to residents or \$1.00/household if curbside or drop-off organics programs are offered to residents.

Does your municipality offer curbside or drop-off organics programs to your residents? *

- Yes
- No

Amount Available

\$ 2,140.00

Click [here](#) to download the Organics Eligible Expenses document.

Organics Program Expenses

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$ 0.00

Organics Equipment *

\$ 0.00

Organics Only - Promotion *

\$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Organics Program Expenses Subtotal

\$

0.00

Estimated Revenue *

0.00

Organics Program Expenses

\$

0.00

Negative values here will not carry forward to other sections.

Total ENHANCEMENT Funding Requested

\$ 9,875.00

Labor & Staffing (All Programs)

Salary and labor expenses must be directly related to recycling program operations and administration. These expenses may be funded up to 75% of funding allocation (not including supplemental funding). The final % and expense amount for salary and labor will be determined after Anoka County approves the submitted staffing and labor metric.

Upload 2024 Staffing Metric and Drop-off Calculator *

2024 Staffing Metric and Drop-off Calculator.xlsx

Upload a scanned pdf of recent promotion for your current curbside or drop-off opportunities. It can be from a brochure, newsletter or from your website, for how your special curbside collection program works, and/or what is accepted at your city or town offices (during business hours), spring recycling event, permanent drop-off centers or other drop-off events. *

DropOff Saturday Flyer - Jan-Dec 2023.pdf

Click [here](#) to download the Curbside Collection Eligible Expenses document.

 **MANAGE ONLY**

Admin only: The approved Labor and Staffing % from your 2023 Staffing Metric has been inserted to provide an estimate of typical Labor and Staffing costs for your community. In general, this percentage has not changed much over the last two years. If your 2024 Staffing Metric % increases due to program changes, this will be taken into consideration to raise the %.

47 %

 MANAGE ONLY

Labor & Staffing Maximum Funds Available \$

22,475.400

General Program Administration *

\$ 10,000.00

Program Implementation *

\$ 6,556.97

Total Labor & Staffing Expenses Requested:

\$ 16,556.97

Supplemental Funding Request

Supplemental grant funding is currently available to help support municipal waste abatement programs and/or new program development. Supplemental funding, however, should not be depended on for long-term program sustainability. Before requesting supplemental additional grant program dollars, it is critical that your municipality is willing to support and sustain the services before implementation.

Please be aware that there is a limited amount of supplemental funding available for this section. If the County receives more funding requests than funds, the funds may be reduced or denied for a municipalities supplemental funding request. Grants will be evaluated based on which projects best help the County meet the State mandated goal of 75% by 2030.

The maximum supplemental grant available may be up to \$20,000.00 per municipality.

Supplemental Funding – may include:

- Collection service provider expenses for additional materials
- Additional expenses from construction and paving projects
- Large equipment purchases
- New program expenses

Do you need additional funds to grow existing waste abatement programs? *

Yes No

In the box below, please include the following information:

- Identify need for supplemental funding;
- Describe project scope and design;
- Describe how the project may benefit multiple municipalities or the County as a whole;
- Note key stakeholders participating in project activities, including project collaborators;
- Quantify and list expected outcomes, such as, new materials to be collected, projected amount to be collected, percentage increase of currently collected materials if supplemental grant funding is approved. *

Evergreen - Drop-Off Saturday and daily operation picks up TV, monitors, misc. electronics: printers, scanners, toasters, vacuums, any corded electronic. First State Tires: Drop-Off Saturday and daily operation

Project Budget

List all project elements that require funding. Use the ADD button to add elements to the chart.

PROJECT ELEMENT *	EXPENSE *
Evergreen - Drop-Off Saturday and daily operation picks up TV, monitors, misc. electronics: printers, scanners, toasters, vacuums, any corded electronic. First State Tires: Drop-Off Saturday and daily operation	20,000.00

Total Supplemental Funding Requested \$ 20,000.00

Summary of Funding Requested

Base Funding Requested \$ 21,388.03

Enhancement Funding Requested

Drop-off Grant Requested \$ 9,875.00

General Enhancement Grant Requested \$ 0.00

Organics Program Grant Requested \$ 0.00

Total Enhancement Funding Requested \$

9,875.00

Labor & Staffing Funding Requested \$ 16,556.97

Supplemental Funding Requested \$ 20,000.00

Total Funding Requested \$

67,820.00

Date: * 05/19/2023

Name: * Emily Jabs

Title: *

Administrative Assistant/Recycling Coordinator

Total Funding Granted

 MANAGE ONLY

Base Funding Granted

21,388.03

 MANAGE ONLY

Drop-off Funding Granted

9,875.00

 MANAGE ONLY

General Enhancement Funding Granted

0.00

 MANAGE ONLY

Organics Program Funding Granted

0.00

 MANAGE ONLY

Labor & Staffing Funding Granted

16,556.97

 MANAGE ONLY

Supplemental Funding Granted

20,000.00

Total Funding Granted

\$ 67,820.00

 MANAGE ONLY

*** Office Use Only***

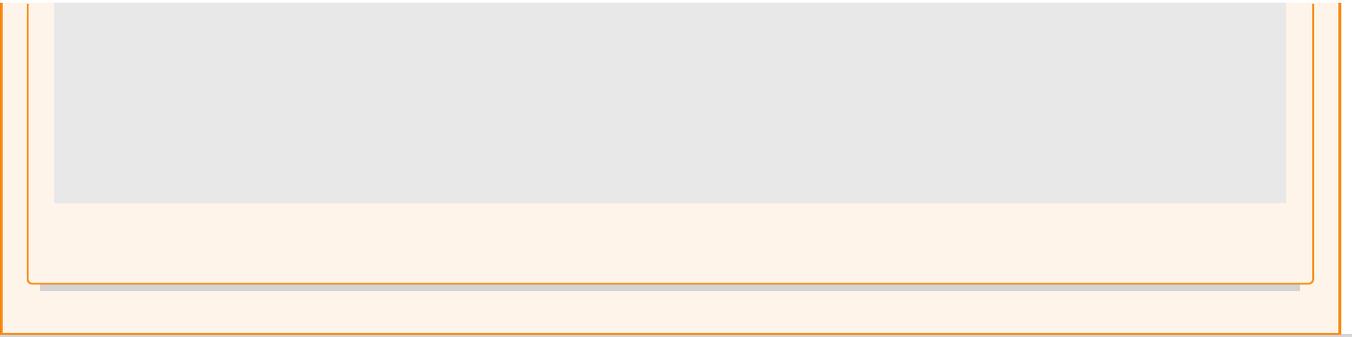
Received By:

Sue Doll

Date:

05/19/2023

Manager Notes for Reporters:



Created: Apr 28, 2023 at 03:40 PM CDT

Robin WodziakRobin.Wodziak@co.anoka.mn.us

Last Updated: Jun 29, 2023 at 05:32 PM CDT

Sue DollSue.Doll@co.anoka.mn.us

**ANOKA COUNTY HUMAN SERVICES
CONTRACTOR INFORMATION SHEET**

Please review the following information for accuracy and completeness, indicate any changes, sign and return to:

Angie Rodine
Anoka County Human Services
2100 3rd Ave, Suite 500
Anoka, MN 55303

LEGAL NAME FOR CONTRACTOR: East Bethel, City of
(Legal name and name on Certificate of Insurance must be exactly the same in order for County Signatures to be obtained on the Contract.)

Doing Business As: East Bethel, City of

Business/Corporate Address: 2241 221st Ave NE
East Bethel, MN 55011

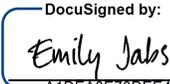
National Provider Identification (NPI) #: N/A

Federal Tax Identification #: 41-0849847

NOTICE: Federal Business Tax ID/Social Security Number is needed for tax purposes as mandated by Section 1211 of the Tax Reform Act of 1976 and Minn. Stat 270.66. This information will be shared with the Minnesota Department of Revenue, the Minnesota Department of Human Services, the Internal Revenue Service, and the U.S. Department of Health, Education and Welfare for the purposes of administering the income tax, child support obligation and social security tax programs.

Individual who Contractor is designating to receive notice under the contract and to act as the responsible authority for data requests under the Minnesota government data practices act (Minn. Stat. Chap. 13):

Name:	Phone:	Fax:	Email:
<u>Emily Jobs</u>	<u>763-367-7840</u>	<u>763-434-9578</u>	<u>emily.jobs@ci.east-bethel.mn.us</u>

Signature (Required):  A1DEA8E78DEE40D... **Date:** 9/15/2023

Insurance Agency: _____ **Name of Agent:** _____

Telephone Number of Insurance Agent: _____

Person Completing this Form:

Name: Jack Davis Title: City Administrator

Phone: 763-367-7850 Fax: 763-434-9578 Email: jack.davis@ci.east-bethel.mn.u

Certificate Of Completion

Envelope Id: 501221463A5548A5931D425C32B87595
Subject: City of East Bethel SCORE Contract# C0010111
Source Envelope:
Document Pages: 48
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Angie Rodine
Anoka County Government Center
2100 3rd Avenue
Anoka, MN 55303
angela.rodine@co.anoka.mn.us
IP Address: 156.98.106.233

Record Tracking

Status: Original
9/15/2023 8:48:36 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: Angie Rodine
angela.rodine@co.anoka.mn.us
Pool: StateLocal
Pool: HS-Public Health & Environmental Services
Location: DocuSign
Location: DocuSign

Signer Events

Emily Jabs
emily.jabs@ci.east-bethel.mn.us
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Emily Jabs
A1DEA8E78DEE40D...

Timestamp

Sent: 9/15/2023 8:56:29 AM
Viewed: 9/15/2023 8:59:58 AM
Signed: 9/15/2023 9:12:19 AM

Signature Adoption: Pre-selected Style
Using IP Address: 199.249.109.13

Electronic Record and Signature Disclosure:
Accepted: 9/15/2023 8:59:58 AM
ID: 5e730af2-b127-4eb4-ba6b-7d63f96e620e
Company Name: Anoka County

Kevin Lewis
kevin.lewis@ci.east-bethel.mn.us
Security Level: Email, Account Authentication
(None)

Sent: 9/15/2023 9:12:23 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jack Davis
jack.davis@ci.east-bethel.mn.us
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/12/2021 3:22:11 PM
ID: 86a15e4d-98dd-47cf-abf4-bc16634c099f
Company Name: Anoka County

Eric Larson
elarson@eckbergglammers.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cindy Cesare
Cindy.Cesare@anokacountymn.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Rhonda Sivarajah
 Rhonda.Sivarajah@anokacountymn.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 9/14/2023 11:45:10 AM
 ID: ecfcb6f5-8a4e-4927-bc73-87f2fa5cb9d6
 Company Name: Anoka County

Kurt Deile
 Kurt.Deile@anokacountymn.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 9/14/2023 11:51:35 AM
 ID: c719c943-11b9-49f1-a098-d0901f240fca
 Company Name: Anoka County

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Angie Rodine
 Angela.Rodine@co.anoka.mn.us
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 1/8/2021 1:44:58 PM
 ID: 6e2d50ad-740c-4672-beb3-aa4bab51e013
 Company Name: Anoka County

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Desiree Stanford
 Desiree.Stanford@ci.east-bethel.mn.us
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 9/15/2023 9:12:22 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jill Rykhus
 Jill.Rykhus@anokacountymn.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jill Rykhus
 Jill.Rykhus@anokacountymn.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Emily Peterson
Emily.Peterson@anokcountymn.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robin Wodziak
Robin.Wodziak@anokcountymn.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/15/2023 8:56:29 AM
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Payment Events	Status	Timestamps
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You may change your preferred method of contact whether electronically, or paper copies, or change your email address. You may also request paper copies of certain information from us, or withdraw your prior consent to receive documents. Please use the contact information below for your request and in the body of your correspondence, identify your desired action. If you are

changing an email address, please include your prior email address as well as your new address. If you no longer wish to receive future documents in electronic format, please include that request in the body of your email.

Email: helpdesk@co.anoka.mn.us
Phone: (763) 324-4110
Address: Anoka County Government Center
Attn: Information Technology, #300
2100 3rd Avenue
Anoka, MN 55303

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

ACKNOWLEDGEMENT

To confirm your access to the electronic notices and disclosures, which will be similar to other electronic notices and disclosures that we may provide to you, please acknowledge that you have read this ERSD by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Anoka County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Anoka County during the course of your relationship with Anoka County.

**City of East Bethel
City Council Meeting
Agenda Item Information**



Date: September 25, 2023

Agenda Item Number: Item 8.0 G.1

Agenda Item: Pay Equity Report Update

Requested Action: Information Item – No Action Required

Background Information:

Local Government Pay Equity Act, M.S. 471.991-471.999 and Minnesota Rules, Chapter 3920 requires local jurisdictions to submit a pay equity report to the State of Minnesota every three years. The MN Department of Management has provided the City notification that our next report is due 1/31/2024 and that additional information will be provided in November 2023 in order to file.

A pay equity report is a document that provides an analysis of the compensation structure within an organization to ensure that employees are being paid fairly and equitably for their work, regardless of gender, race, or other protected characteristics. Pay equity reports are required to demonstrate a commitment to fair and non-discriminatory pay practices and to comply with legal requirements related to equal pay for equal work.

The appropriate data on employee pay, which is based on salary information in place for 2023 and approved by the City Council during the 2023 budget cycle, will be entered into the reporting software provided by the State of Minnesota once available. Also, entered into the software is each position classification along with the gender that holds each position. Once the entry is completed a report will be generated that will be provided to Council for consideration for approval at a future council meeting. The City will not be notified until the spring of 2024 as to compliance.

Attachment (s): None

Fiscal Impact: As noted above

Recommendation(s): None – Informational

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

**City of East Bethel
City Council Meeting
Agenda Item Information**



Date: September 25, 2023

Agenda Item Number: Item 8.0 G.2

Agenda Item: Reserve Capacity Loan Report

Background Information:

The City of East Bethel entered into the Wastewater Service Rates and Sewer Service Charges Agreement with the Metropolitan Council in 2010. This agreement established an annual quota requirement and set a contract schedule for the Sewer Availability Connections/Charge (SAC). This quota increases at 17% per year to amortize the cost of the Met Council Wastewater Treatment Plant and effluent disposal system that serves the City of East Bethel.

The agreement created a Reserve Capacity Loan (RCL) that accumulates the unmet goals of the annual SAC quota over the 20 year term of the agreement.

In 2013 and 2015, the City and Metropolitan Council (METC) executed amendments to the original agreement. The 2013 amendment allowed for a modification of SAC charges if the City could work out an agreement to connect Village Green to the City sewer system. The 2015 amendment placed a not to exceed cap of \$2,000,000 on the Reserve Capacity Loan. This amendment limits the City's liability to a maximum exposure for the loan repayment to the \$2,000,000 amount. Prior to this amendment the City could have faced a worst-case scenario of up to a \$19,000,000 debt obligation to the METC in 2032.

The City of East Bethel did not meet the SAC quotas for fiscal years 2012 through 2018 and 2020 through 2022. Only In 2019, were equivalent connections made to the system which exceeded the SAC contract requirement for that year. The SAC contract requirement for 2023 is 208. As of 9/19/23 the City has secured 17 SAC units so the City is anticipating reaching the \$2M cap at year end, which would initiate the repayment of this loan starting in 2024. The Reserve Capacity Loan balance is projected to increase to \$2,130,693 at the end of December 31, 2023.

There is a loan amortization agreement in place with MCES that allows the City to select a term between 10 - 20 years for a payback period at a fixed interest rate of 2.73% to satisfy the debt. City Staff has provided an amortization schedule that would pay the loan off in 10 years and proposes an annual payment of \$231,241.76 (principal and interest). The City has earmarked the Sewer Fund as the source of money to pay this loan and that payment was included in the approved 2024 Preliminary Budget.

Going forward through the ten year amortization period, the development of the Elevage and Capstone projects will generate \$1,433,250 in residential connection charges, which will cover this payment over the next 6 years, assuming 75 unit charges are received per year. The proposed Osborne Project could generate an additional \$875,875 in residential charges which could pay the balance of the debt between years 7 -10 of the loan. This scenario would utilize the SAC revenue stream for these developments to pay back the loan, leaving the current balance of the City Sewer Fund untouched and available for system maintenance, operation and improvement costs. .

Attachment (s):

- Attachment 1 –2023 Reserve Capacity Loan Projections – Clean Copy
- Attachment 2 – Reserve Capacity Loan 2023 Final Projections (red line)
- Attachment 3 - Proposed Reserve Capacity Loan Amortization Schedule
- Attachment 4 – METC RCL Contract Amendment (9-16-2015)

Fiscal Impact: As noted above

Recommendation(s): Staff requests Council to approve the loan repayment schedule as exhibited as 8.0 G.2, Attachment 3 in the packet for the September 25, 2023 City Council Meeting.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

Rural Growth Center (RGC) - East Bethel Reserve Capacity Loan (with actual capital cost)

Key Assumptions and Terms:

- 1 \$25.79 million capital costs minus \$9.5M in demonstration costs so a net of \$16.3M
- 2 50 RECs are planned in 2014, growing 17% per year until 5,500 RECs in 2032 (per Comp Plan).
- 3 The SAC rate is \$700 more than urban rate each year (Amendment #2)
- 4 The SAC rate is computed to recover present value (at estimated borrow rate for this project of 2.73%) of reserve capacity portion of capital costs over 20 years.
- 5 If SAC units paid are less than planned (based on 2030 forecast), an annual Reserve Capacity Loan is automatically made (at MCES' average borrowing rate).
- 6 Principal and interest is payable on the loan annually (at year-end) with a maximum payment equal to Municipal Wastewater Charges paid in the same year.
- 7 Interest on financing at 3.6% is charged on beginning year balance payable by year end. No interest charged during year of deficiency.
- 8 Once loan balance reaches \$2M loan parameters go away and City is treated like Urban communities and loan is projected to be paid back over 10 years at 2.73%

	SAC Rate	SAC Units			Anticipated SAC	Actual	Reserve Capacity Loan						Year-End Balance	
		Contract	Actual	Variance	Revenue based	SAC	Beginning Balance	New Borrowing	Loan Payment	Interest Rate	Interest Accrued	Principal Paid		
					on Forecast	Revenue								
2012	3,300	-	16	16	-	-								
2013	2,600	-	40	40	-	-								
2014	2,720	50	8	(42)	136,000	178,560	-	(42,560)	-	3.6%	-			(42,560)
2015	2,850	59	9	(50)	168,150	25,650	(42,560)	142,500	-	3.6%	-			99,940
2016	3,185	69	7	(62)	219,765	22,295	99,940	197,470	20,735	3.6%	3,598			280,273
2017	3,185	81	7	(74)	257,985	22,295	280,273	235,690	24,773	3.6%	10,090			501,280
2018	3,185	95	29	(66)	302,575	92,365	501,280	210,210	26,153	3.6%	18,046			703,384
2019	3,185	111	136	25	353,535	433,160	703,384	(79,625)	33,109	3.6%	25,322			615,971
2020	3,185	130	41	(89)	414,050	130,585	615,971	283,465	38,069	3.6%	22,175			883,542
2021	3,185	152	116	(36)	484,120	369,460	883,542	114,660	34,948	3.6%	31,808			995,062
2022	3,185	178	6	(172)	566,930	19,110	995,062	547,820	48,254	3.6%	35,822			1,530,450
2023	3,185	208	17	(191)	662,480	54,145	1,530,450	608,335	63,188	3.6%	55,096			2,130,693

Rural Growth Center (RGC) - East Bethel Reserve Capacity Loan (with actual capital cost)

Key Assumptions and Terms:

- 1 \$25.79 million capital costs minus \$9.5M in demonstration costs so a net of \$16.3M
- 2 50 RECs are planned in 2014, growing 17% per year until 5,500 RECs in 2032 (per Comp Plan).
- 3 The SAC rate is \$700 more than urban rate each year (Amendment #2)
- 4 The SAC rate is computed to recover present value (at estimated borrow rate for this project of 2.73%) of reserve capacity portion of capital costs over 20 years.
- 5 If SAC units paid are less than planned (based on 2030 forecast), an annual Reserve Capacity Loan is automatically made (at MCES' average borrowing rate).
- 6 Principal and interest is payable on the loan annually (at year-end) with a maximum payment equal to Municipal Wastewater Charges paid in the same year.
- 7 Interest on financing at 3.6% is charged on beginning year balance payable by year end. No interest charged during year of deficiency.
- 8 Once loan balance reaches \$2M loan parameters go away and City is treated like Urban communities and loan is projected to be paid back over 10 years at 2.73%

Year	SAC Rate	SAC Units			Anticipated SAC Revenue based on Forecast		Actual SAC Revenue	Reserve Capacity Loan					Year-End Balance	
		Contract	Actual	Variance	SAC units	Revenue		Beginning Balance	New Borrowing	Loan Payment	Interest Rate	Interest Accrued		Principal Paid
2012	3,300	-	16	16	-	-	-	-	-	-	-	-	-	(42,560)
2013	2,600	-	40	40	-	-	99,940	(42,560)	142,500	20,735	3.6%	3,598	-	99,940
2014	2,720	50	8	(42)	136,000	178,560	22,295	280,273	235,690	24,773	3.6%	10,090	18,046	501,280
2015	2,850	59	9	(50)	168,150	25,650	22,295	501,280	210,210	26,153	3.6%	18,046	25,322	703,384
2016	3,185	69	7	(62)	219,765	22,295	92,365	615,971	283,465	33,109	3.6%	25,322	22,175	615,971
2017	3,185	81	7	(74)	257,985	22,295	433,160	883,542	114,660	34,948	3.6%	31,808	38,069	883,542
2018	3,185	95	29	(66)	302,575	92,365	369,460	995,062	114,660	34,948	3.6%	31,808	38,069	995,062
2019	3,185	111	136	25	353,535	433,160	566,930	1,530,450	547,820	48,254	3.6%	35,822	48,254	1,530,450
2020	3,185	130	41	(89)	414,050	130,585	19,110	1,530,450	608,335	63,188	3.6%	55,096	63,188	1,530,450
2021	3,185	152	116	(36)	484,120	369,460	54,145	1,530,450	608,335	63,188	3.6%	55,096	63,188	1,530,450
2022	3,185	178	6	(172)	566,930	19,110	54,145	1,530,450	608,335	63,188	3.6%	55,096	63,188	1,530,450
2023	3,185	208	17	(191)	662,480	54,145	54,145	1,530,450	608,335	63,188	3.6%	55,096	63,188	2,130,693

2023 FLOW CHARGES

0.036 x 1,530,450

**City of East Bethel
MCEs Reserve Capacity Loan Agreement**

Property Owner City of East Bethel
PIN #
Address

Loan Summary
Payment Type Annual
Loan Amount 2,000,000.00
Down Payment -
Net Loan Amount 2,000,000.00
Interest Rate 2.73%
Term 10
Annual Payment 231,241.76

Amortization Schedule

#	Payment Date	Loan Balance	Principal	Interest	Payment	Balance @ 12/31
1	12/31/24	2,000,000.00	176,641.76	54,600.00	231,241.76	1,823,358.24
2	12/31/25	1,823,358.24	181,464.08	49,777.68	231,241.76	1,641,894.15
3	12/31/26	1,641,894.15	186,418.05	44,823.71	231,241.76	1,455,476.10
4	12/31/27	1,455,476.10	191,507.27	39,734.50	231,241.76	1,263,968.84
5	12/31/28	1,263,968.84	196,735.41	34,506.35	231,241.76	1,067,233.42
6	12/31/29	1,067,233.42	202,106.29	29,135.47	231,241.76	865,127.13
7	12/31/30	865,127.13	207,623.79	23,617.97	231,241.76	657,503.34
8	12/31/31	657,503.34	213,291.92	17,949.84	231,241.76	444,211.42
9	12/31/32	444,211.42	219,114.79	12,126.97	231,241.76	225,096.63
10	12/31/33	225,096.63	225,096.63	6,145.14	231,241.76	0.00
			<u>2,000,000.00</u>	<u>312,417.63</u>		

METROPOLITAN COUNCIL
390 North Robert Street, St. Paul, MN 55101
(651) 602-1000
AMENDMENT
to
CONTRACT FOR SERVICES
Metropolitan Council Contract Number 10I024 Amendment Two
City of East Bethel Amendment 2015 A

WHEREAS, the **Metropolitan Council** (“Council”) and the **City of East Bethel** (“City”), collectively, “the Parties,” entered into a Wastewater Service Agreement (“Agreement”) effective December 9, 2010, and amended on March 5, 2013; and

WHEREAS, the Parties have a substantially lower forecast for future growth for the region than was anticipated at the execution of the Agreement, and the City is already experiencing lower growth than anticipated; and

WHEREAS, the Council has determined that it is in the best interest of the Region to avoid causing the City to incur a negative credit rating through enforcing the terms of the Agreement currently in effect; and

WHEREAS, the Parties agree that \$9,482,681 is a reasonable estimate of the net “demonstration costs” of the effluent water infiltration permitting, design and build technology, and that this cost will provide benefits to the entire region;

NOW THEREFORE, in consideration of the promises made in the Agreement and through this amendment, the Agreement is amended in the following particulars:

- 1. AMENDMENT 1 to the Wastewater Service Agreement, executed on March 5, 2013, is void and will be given no legal effect.**
- 2. ARTICLE I Financial Terms and Conditions**

ARTICLE I Financial Terms and Conditions, Sewer Availability Charges (SAC), Section 1.02 Subsection d. Paragraphs 2 and 3 and Exhibit A are all DELETED and the following language is **INSERTED** in its place:

Council and City agree that the East Bethel SAC has been determined based on the following factors: (1) debt service and/or capital costs incurred by the Council on City-specific capital costs based on financings over a term extending to 2032 at a 2.73% interest rate for the initial facility and 4.5% for the planned future expansion (hereafter “East Bethel Cost Pool”); (2) the 2030 Comprehensive Plan forecast of 5,500 SAC units; (3) a constant SAC unit growth rate of approximately 17% annually; (4) reserve capacity determination using cumulative SAC units as forecasted for the used portion of total capacity; and (5) East Bethel SAC rate computed to recover the present value of the reserve capacity portion of debt service on the East Bethel Cost Pool as determined in (1) above, which results in an East Bethel SAC rate that will be \$700 higher than the Urban SAC Pool’s rate every year (except as noted below).

As described in Exhibit A, \$9,482,681 shall be excluded from the East Bethel Cost Pool used to determine the East Bethel SAC rate. As a result, the Council and City agree that the East Bethel SAC rate is based on \$16,302,455 of capital costs, as shown in Exhibit A, and the above factors, and the SAC rate will be \$3,185 in 2016, which is the \$2,485 urban rate plus a \$700 increment. This \$700 increment will remain in effect unless and until: i) the Reserve Capacity Loan balance reaches \$2 million, or ii) the City is qualified for and deemed a Developing Community by the Council and eligible to be treated the same for SAC purposes as the urban SAC cost pool, per the requirements of Thrive MSP 2040 and the Water Resources Policy Plan.

There will be no adjustments of charges for 2015 or prior charges.

3. ARTICLE I Financial Terms and Conditions

ARTICLE I Financial Terms and Conditions, Section 1.03 Reserve Capacity Loans is amended with the following language being **INSERTED** as Subparagraph f:

The Reserve Capacity Loan balance will not be allowed to exceed \$2 million under any circumstances. If it reaches \$2 million, the following conditions shall immediately apply and supersede any contradictory language in this Agreement:

- 1) The then-existing East Bethel SAC rate shall be capped at the then current rate and remain fixed until the urban pool's SAC rate catches up, or until the original obligation is fully satisfied, whichever comes first. Thereafter, East Bethel will be considered part of the Urban SAC Pool.
- 2) No further Reserve Capacity Loans will accrue past the \$2,000,000 cap and the existing Reserve Capacity Loan payments will end. However, the City will pay off the \$2 million loan on a 10 - 20 year fixed amortization payment plan (with the term at the City's option) at 2.73% interest (the cost of Council's capital for the original project).

4. EXHIBIT A CAPITAL COSTS FOR EAST BETHEL WASTEWATER TREATMENT FACILITIES:

EXHIBIT A CAPITAL COSTS FOR EAST BETHEL WASTEWATER TREATMENT FACILITIES is **DELETED** and EXHIBIT A Revised - FINAL CAPITAL COSTS FOR EAST BETHEL WASTEWATER TREATMENT FACILITIES is **INSERTED** in its place.

Except as amended hereby, the provisions of the above-referenced contract shall remain in force and effect without change.

The remainder of this page is intentionally blank. Signature page to follow.

IN WITNESS WHEREOF, the Parties have caused this amendment to be executed by their duly authorized representatives.

CITY OF EAST BETHEL

METROPOLITAN COUNCIL

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A REVISED			
FINAL CAPITAL COSTS FOR			
EAST BETHEL WASTEWATER TREATMENT FACILITIES			
	Reuse (1)	Non Reuse	Total
Water Reclamation Plant			
Design Fees		\$1,483,069	\$1,483,069
Land Acquisition Fees (2)		\$372,111	\$372,111
Verification Total		\$565,000	\$565,000
Interceptor Storage (3)		\$600,000	\$600,000
Influent Hauling		\$175,200	\$175,200
WWTP Construction Cost (4)		\$11,827,980	\$11,827,980
61.1% of Verification Costs		\$345,215	\$345,215
MCES Administration Costs		\$346,713	\$346,713
45% of Planning		\$187,167	\$187,167
Reclaimed Distribution Line and Application Basins (5)			
Reclaimed Design Costs	\$660,142		\$660,142
LAB Design Costs	\$319,000		\$319,000
Reclaimed Line Land Acquisition Costs	\$363,163		\$363,163
LAB Land Acquisition Costs	\$59,800		\$59,800
MCES Reclaimed Line Construction Costs	\$6,320,851		\$6,320,851
LAB Construction Costs	\$1,096,250		\$1,096,250
Contingency	\$25,000		\$25,000
38.9% of Verification Costs	\$219,785		\$219,785
MCES Administration Costs	\$293,912		\$293,912
30% of Planning	\$124,778		\$124,778
Alternative piping cost estimate (6)		\$400,000	\$400,000
Total	\$9,482,681	\$16,302,455	\$25,785,136
Wastewater Reuse Demonstration Total			\$9,482,681
Wastewater Treatment Plant Total (capital costs in the E.B. cost pool)			\$16,302,455

Notes:

1. Incremental reuse demonstration costs incurred by the Region at the East Bethel plant. Costs to treat to a higher quality are not considered incremental to the reuse project because they likely would have been required for a permit to discharge into the small creek.
2. Cost of acquiring two land application sites (\$60,000 for one; free long-term use of second site) and two-thirds of the wastewater treatment plant site, which is planned to serve a portion of Oak Grove in the future.
3. Incremental cost of increasing size of influent interceptor sewer from State Trunk Highway 65 to treatment facility from 24-inch diameter to 60-inch diameter. This was built in lieu of providing storage within the wastewater treatment facility.
4. For the initial facility which has 0.41 mgd capacity.
5. Pipeline to convey treated water from wastewater treatment plant to the two initial land application facilities, and facilities designed to distribute treated water such that it infiltrates through the soil and recharges the groundwater.
6. Discharge to surface water would require a short pipeline and a discharge structure (cost is MCES engineering staff estimate; such a facility was not designed).

**City of East Bethel
City Council Meeting
Agenda Item Information**



Date: September 25, 2023

Agenda Item Number: 8.0 G.3

Agenda Item: Sunrise River Water Management Organization (SRWMO) – JPA Amendments

Background Information:

The four members of the SRWMO have been dealing with an issue over the funding formula for the organization since 2018. The City of Ham Lake has contested the equal split of the operating costs of the WMO and have proposed that these expenses be proportionally allocated based on land area of each member’s acreage within the WMO boundaries. The other three members have held the position that these are fixed costs and their expense should be the same for each member.

There have been six meetings to discuss this concern over the past year. A funding formula recommendation was supported by the members from Columbus, East Bethel and Linwood at the September 14, 2023 SRWMO meeting. The City of Ham Lake had no elected representatives at the meeting but a follow up call by Janet Hegland, City of Columbus Councilperson and Chairperson of the SRWMO, was conducted on September 15, 2023, with Ham Lake Mayor Brian Kirkham. Ms. Hegland reported that the call was productive and there may be a compromise solution to this matter.

The proposed compromise would be to adopt the Scenario 1 percentages, as shown in the table below, and dispose of the old formula which was based on market value and land area for each city/township. In reviewing the percent contribution derived from Scenario 1 and the previously recommended Scenario 4, the differences between the two formulas only varied by approximately 1%-3%, depending on the municipality. Since the discussions have considered so many options, the current SRWMO formula percentages in the table below are presented as a consideration that seems to have support of all the parties:

SCENARIO 1 - Current SRWMO formula	Non-Operating		Operating		Total
	%	Average SRWMO budget (last 5 yrs.)	%	Average SRWMO budget (last 5 yrs.)	
Community					
Columbus	18.91%	\$5,915.72	25%	\$3,112.04	\$9,027.76
East Bethel	30.06%	\$9,402.81	25%	\$3,112.04	\$12,514.85
Ham Lake	4.13%	\$1,290.64	25%	\$3,112.04	\$4,402.68
Linwood	46.91%	\$14,673.13	25%	\$3,112.04	\$17,785.17

The proposed plan is to utilize the percentages above, rounded up to the nearest whole number. These percentages would be utilized every year, without recalculating the Non-Operating portion for shifts in market value. The Operating portion of the budget would be split equally between the four communities (25% each).

If there were significant boundary shifts in the future that substantially reduced or increased the area of a community, the SRWMO can re-open the discussion of adjusting the funding formula.

To summarize, here are the major issues and proposed solutions over the last year that will be presented in a revised JPA:

Issue	Proposed Solution
Communications concerns when a community does not have a city council or town board member on the WMO.	Each community will be required to have one city council or town board member on the WMO board.
Unanimous ratification of budgets	If a budget is ratified by only three of four communities, it cannot increase more than 10% from the annual amount in the approved watershed plan for that year.
Timeline of budget ratifications	Responses to proposed budget are required within 60 days. If concerns are voiced that prompt the WMO board to change the budget, communities have an additional 30 day to respond to the revised budget.
Funding Formula	Use the most recent percentages from the 30+ year old funding formula. Dispose of the formula itself.

Attachment(s):

Attachment 1 – SRWMO Overview

Fiscal Impact:

As noted above.

Recommendation(s): City Council is requested to endorse the compromise proposal for the Sunrise River Water Management Organization (SRWMO) as to the funding formula, membership requirements and budget ratifications amendments to the JPA and submit a notice of support for these items to the SRWMO Board.

City Council Action:

Motion by: _____

Second by: _____

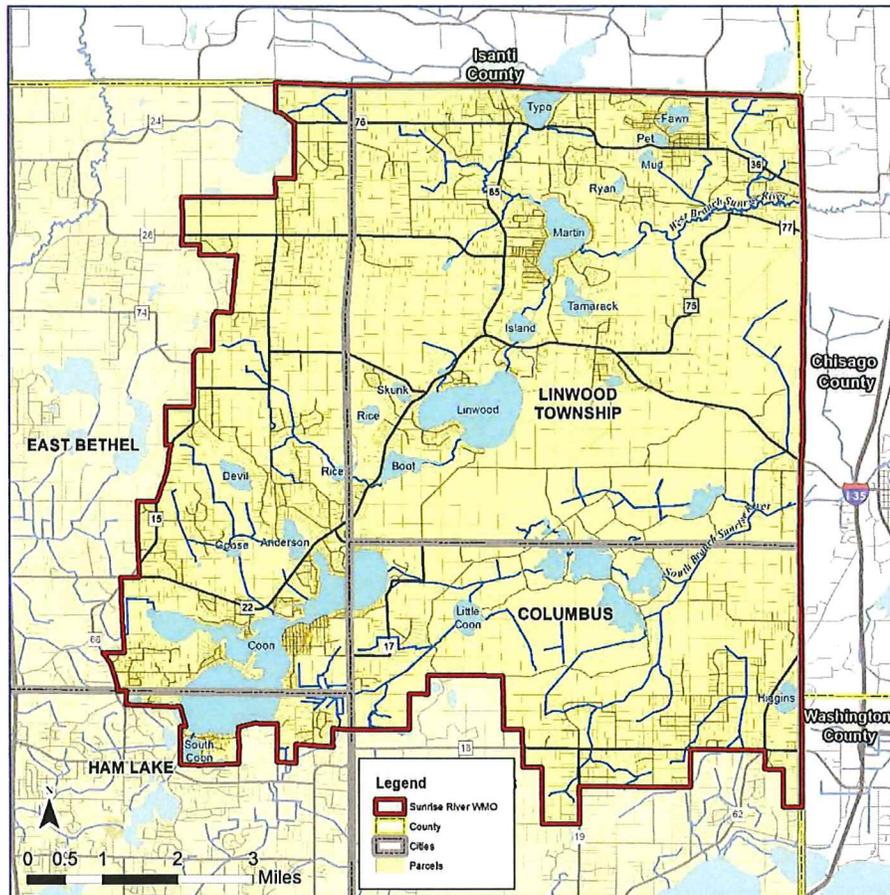
Vote Yes: _____

Vote No: _____

No Action Required: _____



About the SRWMO



Purpose of the Watershed Organizations

Watershed organizations were created for two primary reasons:

1. To address water management issues that cross community boundaries. This was based on a recognition that flooding, water quality, and similar problems could seldom effectively be managed by one municipality. For example, if one community poorly manages stormwater it can create flooding or water quality problems in downstream communities.
2. To have a dedicated set of local officials managing water. State and local leaders felt water management was important, and couldn't be adequately addressed by city councils who have a dizzying myriad of other topics to manage too.

Watershed management philosophy includes a recognition that people use lakes and rivers throughout their watershed, not just those in their city. Therefore, management of a lake is not just to one city's benefit.

Legal Requirements

The Metropolitan Surface Water Management Act requires all communities in the 7-county metro be covered by a WMO or watershed district. These organizations have also been formed voluntarily elsewhere in the state.

Organizational History

The SRWMO was formed in 1985 by a joint powers agreement between East Bethel, Linwood, Columbus and Ham Lake. The organization has had three distinct periods of activity: (1) 1985-2000 focus on water condition monitoring to determine where problems existed, (2) 2000-2010 diagnostic studies, and (3) 2010 to present water quality improvement projects.

SRWMO Organizational Structure

Each member city council or township board appoints two representatives to the SRWMO board. That board's actions are governed by the SRWMO joint powers agreement and guided by the organization's Watershed Management Plan. Every ten years the SRWMO updates its Watershed Management Plan which identifies priority projects and anticipated expenses. Annually the board produces a budget which must be ratified by the member communities.

The SRWMO is only a board; it does not have staff or an office. It seeks to keep overhead low by using a mix of community staff and contracted help. Examples include:

- The East Bethel Finance Director provides guidance and oversight to the SRWMO, and keeps its checkbook.
- Linwood Township owns and maintains carp barriers built by the SRWMO and their maintenance staff assist with carp harvest.
- A Recording Secretary is contracted to take meeting minutes.
- Hourly administrative assistance, water monitoring services, and water projects are contracted out as well. The Anoka Conservation District has been hired to provide those services, and often shares costs on projects that are mutual priorities.

Joint Powers Agreement History

The joint powers agreement was first signed in 1985 and has only been edited once, in 2010. That revision was one sentence long, changing the timing at which the SRWMO would invoice cities. Prior to the edit, the SRWMO invoiced each city for their share of each individual expense incurred, one at a time. Now, cities pay half of their budgeted contributions by January 15 and July 15.

Finances

The SRWMO has adopted a \$50,000/year budget limitation until 2026 and \$60,000/yr from 2026 to 2030. It uses these funds for tasks that grants cannot cover (administration, water monitoring, etc) and as match for a variety of grants for water projects. The SRWMO has secured over \$1.1M from 14 grant awards over the last 7 years, mostly in collaboration with the Anoka Conservation District.

As part of its effort to be financially predictable for member communities, the SRWMO keeps a modest reserve that has a target amount of 15-30% of average annual expenses. In this way the SRWMO reduces the chances of needing to request funds from cities when a "rainy day" strikes.

The SRWMO has financial security measures in place including independent oversight by the City of East Bethel Finance Director, annual financial reports to the State Auditor prepared by the Anoka Conservation District, two signers on all checks, and regular audits.

Watershed

The SRWMO has over 25,000 acres of lakes, streams, and wetland comprising 55% of the area. Public lands are abundant too, comprising 38% of the area. Outside these areas is mostly rural residential with substantial development pressure. The densest development tends to be on lakeshores, where lake health is key to property values. Due to the population base, our lakes are intensely used.

We have several lakes that do not meet state water quality standards. Nutrient reductions needed to meet goals at these lakes are 23% (Linwood Lake), 41% (Martin Lake), and 81% (Typo Lake). We also have some good water quality lakes that we work to protect, including Coon and Fawn.

Priorities

The SRWMO Watershed Management Plan lists high, medium, and low priorities. Most work occurs on the high priorities. They include:

1. Lake and stream water quality
2. Water monitoring
3. Funding
4. Communications with member communities
5. Outreach and education

What's not Priorities, and Why

The SRWMO has recognized issues that our stakeholders have told us are important, but which are low priorities for our expenditures. Some of those issues, and reasoning, include:

1. Ditching and drainage (working on this topic would require massive budget increases; Anoka County is the ditch authority in our area though the services they provide often fall short of local requests)
2. Water quantity (there are few local flooding issues that aren't related to ditch maintenance)
3. Fisheries (addressed by other agencies)
4. Wildlife habitat (not in our primary mission)

Importantly, we do not work on every lake or issue needing help. At least, not at any given time. We prioritize. If we worked on them all a little bit simultaneously, it would take decades to see a difference in any. Focus.

Successes

Some recent SRWMO successes have included:

- West Branch of the Sunrise River removed from the State impaired waters list in 2022 due to work in the upstream lakes (Martin, Typo, Linwood).
- Martin Lake has nearly achieved a 40% reduction in nutrient, making it a candidate for removal from the State impaired water's list.
- Martin and Typo Lake carp management including 4 carp barriers and removal of over 12,000 carp.
- Three stormwater pond renovations at Martin Lake.
- Two or three replacements of failing septic systems per year at low income households, with priority to shoreland areas.
- Numerous shoreline stabilization projects.
- Strong partnerships with the lake associations and Anoka Conservation District through which we share costs on priority projects.



Sunrise River Watershed Management Organization

Current Funding Formula

OPERATING EXPENSES Equal shares paid by each community. Non-operating costs are poorly defined in the current SRWMO JPA as “copies, postage, recording secretary fees, insurance, and administrative fee charged to each member community.” In 2019 the cities further agreed verbally that the administrative fee may include fees for general administrative services, annual reporting to the State and member communities, required public notice postings, and required advertisement for bids for secretarial or administrative professional services.

NON-OPERATING EXPENSES Use formula below which gives equal weight to land area and market valuation of each community in the WMO

Party’s % share of the organization’s operating budget

$$\frac{((\text{City's Area in WMO/WMO Area}) + (\text{City's market valuation in WMO/WMO area market valuation}))}{\text{divided by two}}$$

= Proportion of SRWMO non-operating costs paid by that community

Current percent contributions SRWMO expenses

Community	% Non-Operating Costs	% Operating Costs
Columbus	19.17%	25%
East Bethel	29.99%	25%
Ham Lake	3.80%	25%
Linwood	47.04%	25%

Updates over time - Percent contributions are updated every five years using data from Anoka County to recognize changes in market valuation. From the period 2009 to 2019 each community’s contribution to operational expenses changed as follows: Columbus +2.45%, East Bethel -2.94%, Ham Lake -0.15%, Linwood +0.64%.