

**City of East Bethel  
City Council Agenda  
City Council Regular Meeting  
Date: October 9, 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](http://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. East Bethel Fire Relief Association– PERA Pension Presentation (p. 3-16)
  - B. Tobacco Violation Hearing - Hwy 65 Dollar General, Res. 2023-66 (p. 17-21)
- 5.0 Public Forum**
- 6.0 Consent Agenda (p. 22-23)**

***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. 24-27)
  - B. Minutes: September 25, 2023 City Council Meeting (p. 28-40)
  - C. Res. 2023-69, Setting Public Hearing Date: Delinquent Accounts – Utility (p. 41-42)
  - D. 2024 Anoka County Law Enforcement Contract (p. 43-49)
  - E. Liability Coverage Waiver Form (p. 50)
  - F. Pay Estimate No. 2 for the 183rd Avenue Surface Reconstruction Project (p. 51-53)
  - G. Final Payment for the 2022 Street Surface Improvement Project (p. 54-55)
- 7.0 New Business - Commission, Association and Task Force Reports**
  - A. Planning Commission
    - 1. Variance Hearing: Driveway Entrance, 3<sup>rd</sup> St and 185<sup>th</sup> Ave (p. 56-64)
  - 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. Reserve Capacity Loan Amortization Proposal (p. 65-75)
2. City Administrator Job Description (p. 76-83)

**9.0 Other**

- A. Staff Report
- B. Council Reports
- C. Other
- D. Closed Session - Purchase or Sale of Real Property  
M.S. § 13D.0 subd. 3(c); Discussion of Sale of City Properties: PIN 36-33-23-34-0002 and  
PIN 29-33-23-33-0002

**10.0 Adjourn**

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



**Date:** October 9, 2023

**Agenda Item Number:** Item 4.0 A

**Agenda Item:** Opting to join the Statewide Volunteer Firefighter (SVF) Pension Plan

**Background Information:**

In 2009, the Minnesota Legislature created the PERA Statewide Volunteer Firefight (SVF) Plan for volunteer firefighters who serve a municipal fire department or an independent nonprofit firefighting corporation. Participation in the SVF Plan is voluntary and open to fire departments as a replacement of their existing volunteer firefighter pension plan.

At the time the plan was introduced there were several objections to the plan that made it unattractive for the East Bethel firefighters and those were as follows:

- Benefit Freeze period after joining the plan
- Once the plan was join there was no option to exit the plan
- limited vesting options

Over time the state plan has evolved and now it is better than the current Relief Association self-managed plan.

The following is a comparison between the current EBFRA plan and the state plan:

Current Plan	State Plan
EBFRA Manages Bylaws	State Manages Bylaws
Investments managed by Trustees	State Manages Investments
Annual Audits are Required (Costly and Time consuming)	State performs Audit
Financial Advisor needed	State Manages Finances
Payouts are managed by trustees	State Manages Payouts
Fiduciary responsibility for Trustees	State has Fiduciary responsibility
Each RA is separate (Move to new city and start over)	A FD member can move from one department to another on the state plan and keep Years of Service
Trustees certify Firefighter service credit	Fire Chief certifies service credit

Assumed Investment Earnings = 5%	Assumed Investment Earnings = 6%
Required municipal contribution required when underfunded	Required municipal contribution required when underfunded (no change)
State Aid paid to city, then paid to Relief Association	State Aid paid directly to State Plan
Municipal Voluntary contribution paid to Relief Association	Municipal Voluntary contribution paid to State Plan
Future Benefit level increases are managed by Relief Association	Future Benefit levels are at the discretion of the fire departments governing body
City Council ratified Benefit Level cannot be decreased without Fire Department body Approval	Once a benefit level is established, a governing body cannot unilaterally decrease it.
Vesting Period can be from 5 years to 20 years. EBFRA currently has 10 Year Vesting	State Plan has 5 Year vesting
20 Years of service required for full vesting	20 Years of service required for full vesting (no change)
Age 50 for payout	Age 50 for payout (no change)

In addition, managing the EBFRA Program is time consuming and requires volunteers to administer the plan

**Attachment(s):**

- Attachment 1 – EBRFA Resolution 2023-1, A Resolution Opting To Join the Statewide Volunteer Firefighter Pension Plan
- Attachment 2 – City Resolution 2023-70, Opting To Join the Statewide Volunteer Firefighter Pension Plan
- Attachment 3 – Terms and Data for Cost Analysis
- Attachment 4 – PERA Cost Analysis Report

**Fiscal Impact:**

As indicated in Attachment 4

**Recommendation(s):**

The East Bethel Fire Relief Association is recommending that City Council approve converting the current EBFRA Plan to the PERA Plan as presented in Resolution 2023-70.

**City Council Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

# Statewide Volunteer Firefighter Plan

## East Bethel Firefighters RELIEF ASSOCIATION

### RESOLUTION No. [2023-1]

#### A RESOLUTION OPTING TO JOIN THE STATEWIDE VOLUNTEER FIREFIGHTER PLAN

**The Board of Trustees of the East Bethel Firefighters Relief Association, does ordain:**

WHEREAS: The Relief Association is authorized to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and

WHEREAS: The City and the City's Fire Department Relief Association have jointly consented to and obtained a cost analysis for joining the Statewide Volunteer Firefighter Plan from PERA not more than 120 days ago; and

WHEREAS: The Board highly values the contributions of City Fire Department members to the safety and well being of our community and wishes to safeguard their pension investments in a prudent manner; and

WHEREAS: The existing service pension level for the City Fire Department is currently at the \$6,000 pension level per year of service pursuant to current relief association bylaws.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE East Bethel Firefighters RELIEF ASSOCIATION:**

- 1) The Relief Association hereby approves coverage by and requests participation in the Statewide Volunteer Firefighter Plan administered by PERA under the terms provided in the PERA cost analysis at the \$7,500 pension level per year of service, effective January 1, 2024.; and
- 2) The Relief Association hereby approves coverage by and requests participation in the Statewide Volunteer Firefighter Plan administered by PERA under the terms provided in the PERA cost analysis with the vesting schedule beginning at 40% after 5 years of service, increasing by 4% each year until 100% vesting is reached after 20 years of service; and
- 3) The Board of Trustees are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

The motion for the adoption of the foregoing resolution was proposed by Trustee Troy Lachinski and was duly seconded by Trustee Mark Duchene and upon vote being taken thereon, the following voted in favor:

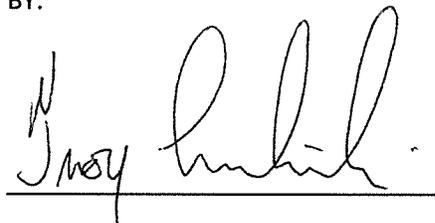
Rod Sanow, Troy Lachinski, Jill King, Wade Hoffman, Ryan Henry, Kevin Lewis, Mark Duchene, Mike Jeziorski.

And the following voted against the same:

None

Whereupon said resolution was declared duly passed and adopted by the Board of Trustees of the East Bethel Firefighters Relief Association on August 21, 2023.

BY:

A handwritten signature in black ink, appearing to read "Troy Lachinski", written over a horizontal line.

Board President

ATTEST:

A handwritten signature in black ink, appearing to read "Mark Duchene", written over a horizontal line.

Board Secretary

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

**RESOLUTION NO. 2023-70**

**OPTING TO JOIN THE STATEWIDE VOLUNTEER FIREFIGHTER PLAN**

**WHEREAS,** The City is authorized to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and

**WHEREAS,** The City and the City's Fire Department Relief Association have jointly consented to and obtained a cost analysis for joining the Statewide Volunteer Firefighter Plan from PERA not more than 120 days ago; and

**WHEREAS,** The City highly values the contributions of City Fire Department members to the safety and well being of our community and wishes to safeguard their pension investments in a prudent manner; and

**WHEREAS,** The existing service pension level for the City Fire Department is currently at the \$6,000 pension level per year of service pursuant to current relief association bylaws.

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

- 1) The City hereby approves coverage by and requests participation in the Statewide Volunteer Firefighter Plan administered by PERA under the terms provided in the PERA cost analysis at the \$7,500 pension level per year of service, effective January 1, 2024; and
- 2) The City hereby approves coverage by and requests participation in the Statewide Volunteer Firefighter Plan administered by PERA under the terms provided in the PERA cost analysis with the vesting schedule beginning at 40% after 5 years of service, increasing by 4% each year until 100% vesting is reached after 20 years of service; and
- 3) The City Clerk/Administrator and Mayor are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

The motion for the adoption of the foregoing resolution was proposed by Councilmember \_\_\_\_\_ and was duly seconded by Councilmember \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of East Bethel, on October 9, 2023.

BY:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

The Public Employees Retirement Association (PERA) received your request for a cost analysis to estimate the cost of your fire department joining the Statewide Volunteer Firefighter (SVF) Plan. Using the information you provided about your volunteer firefighters and pension assets, PERA has prepared the enclosed *Cost Analysis Report* at the benefit level(s) and vesting schedule(s) you requested. PERA's *Cost Analysis Report* contains the following:

**Page 1 – Estimated Cost Summary:** Page 1 shows a summary of the calculations estimating the cost of your fire department joining the SVF Plan at the benefit level(s) and vesting schedule(s) you requested an analysis of. The following table explains the line items shown on Page 1:

Line	Term	Explanation
A	Benefit Level per Year of Service	Dollar amount that a volunteer firefighter earns for each year of their volunteer service with the fire department.
B	Projected Present Pension Assets	Your fire department's pension assets projected out through the end of the <b>current</b> year, taking into account receipt of estimated annual fire state aid and investment earnings on the pension assets.
C	Projected Accrued Pension Liability	Present value of your fire department's pension liabilities projected through the end of the <b>current</b> year. Present value in this context refers to the present-time value of the future pension obligations.
D	Projected Surplus/(Deficit) Funding	Dollar amount by which the projected pension assets exceed or fall short, respectively, of the projected pension liability. As pension assets and liabilities fluctuate over time, so too does the surplus or deficit funding.
E	Projected Funding Ratio	Ratio of projected pension assets to liabilities, expressed as a percentage. As pension assets and liabilities fluctuate over time, so too does the funding ratio.
F	Projected Accrued Pension Liability	Present value of your fire department's pension liabilities projected through the end of the <b>next</b> year. Present value in this context refers to the present-time value of the future pension obligations.
G	Increase in Pension Liability	Amount by which the projected pension liability increases between the end of the <b>current</b> year and the end of the <b>next</b> year.
H	PERA Administrative Fees	PERA charges an annual administrative fee of \$30 per member (including both active and deferred members). PERA deducts this annual administrative fee directly from the fire department's SVF Plan account, rather than invoicing the fee.
I	1/10th of Funding Deficit/(Surplus)	Amount of projected surplus/deficit funding (Line D) divided by ten. This is a component of the actuarial science underlying the annual financial requirement in Line J. If a surplus is projected, then Line I reduces the annual financial requirement in Line J. If a deficit is projected, then Line I increases the annual financial requirement in Line J.
J	Annual Financial Requirement	Cost of participating in SVF Plan pension for the year. The cost is the sum of Lines G, H, and I.
K	Projected Fire State Aid	Projected amount of fire state aid that your fire department would receive <b>next</b> year. This projected amount reduces the annual financial requirement in Line J.
L	Projected Investment Earnings	Projected investment income to be earned <b>next</b> year on your fire department's pension assets. PERA is statutorily obligated to assume a 6% annual rate of return on SVF Plan pension assets. This projected amount reduces the annual financial requirement in Line J.
M	Annual Financial Requirement After Reductions	Cost of participating in the SVF Plan pension for the year, reduced by the amount of <b>next</b> year's projected fire state aid and investment earnings. <b>Next</b> year's projected fire state aid and investment earnings go towards covering the cost of participating in the SVF Plan pension for the year.
N	Estimated Required Contribution	Estimate of required contribution that would be owed by the fire department's governing body on December 31 of <b>next</b> year, if the fire department were to enroll in the SVF Plan.

**Pages 2 – 5 – Detailed Calculations of Projected Accrued Pension Liability:**

Pages 2 – 5 show the projected accrued pension liability associated with each firefighter through the end of the current and next year at a given benefit level per year of service (the benefit level is shown near the top left of each page).

The cost analysis assumes that each active firefighter will earn an additional year of service between the end of the current year and the end of the next year. The accrued pension liability for deferred firefighters will remain the same among pages 2 – 5, because the benefit level applicable to deferred firefighters is the benefit level that was in effect at the time the firefighter separated from active service.

**Page 6 – Projected Present Assets:**

Page 6 shows your fire department's pension assets, as reported to PERA, projected out through the end of the current year. Anticipated additions to the pension assets during the current year include the receipt of estimated annual fire state aid and investment earnings on the pension assets. The estimated annual fire state aid to be received during the current year is based on your actual fire state aid allocation last year. Estimated investment earnings for the current year are based on the 5% annual rate of return assumed for relief associations per Minnesota Statutes 424A and prorated according to the number of months remaining in the current year.



**Cost Analysis Report**  
 Estimate of the Cost to Join the Statewide Volunteer Firefighter Plan

August 4, 2023

PERA ID  
 4362-00

Governing Body and Fire Chief  
 City of East Bethel Fire Department

[jack.davis@ci.east-bethel.mn.us](mailto:jack.davis@ci.east-bethel.mn.us); [troy.lachinski@ci.east-bethel.mn.us](mailto:troy.lachinski@ci.east-bethel.mn.us)

**Estimated Cost Summary:** Shown below is a summary of the calculations estimating the cost of your fire department joining the Statewide Volunteer Firefighter (SVF) Plan at different benefit levels. Detailed pension liability and asset calculations are included in the subsequent pages of this *Cost Analysis Report*.

**Vesting Schedule: 40% at 5 years, increasing 4% each year until 100% at 20 years**

A. Benefit Level per Year of Service	\$ 7,300	\$ 7,400	\$ 7,500	\$ 7,600
B. Projected Present Pension Assets at 12/31/23 (details attached)	2,373,147	2,373,147	2,373,147	2,373,147
C. Projected Accrued Pension Liability at 12/31/23 (details attached)	2,304,665	2,329,830	2,354,765	2,379,699
D. Projected Surplus/(Deficit) Funding at 12/31/23 <b>[B - C]</b>	68,482	43,316	18,382	(6,553)
E. Projected Funding Ratio at 12/31/23 <b>[B ÷ C]</b>	103%	102%	101%	100%
F. Projected Accrued Pension Liability at 12/31/24 (details attached)	2,468,859	2,496,267	2,523,456	2,550,645
G. Increase in Pension Liability between 12/31/23 and 12/31/24 <b>[F - C]</b>	164,194	166,436	168,691	170,946
H. PERA Administrative Fees (\$30 per member)	870	870	870	870
I. 1/10th of Funding Deficit/(Surplus) <b>[D ÷ 10]</b>	(6,848)	(4,332)	(1,838)	655
J. Annual Financial Requirement <b>[G + H + I]</b>	158,215	162,975	167,723	172,471
<i>Reductions to Annual Financial Requirement</i>				
K. Projected 2024 Fire State Aid	84,421	84,421	84,421	84,421
L. Projected 2024 Investment Earnings <b>[6% x B]</b>	142,389	142,389	142,389	142,389
M. Annual Financial Requirement <b>After</b> Reductions <b>[J - K - L]</b>	(68,595)	(63,835)	(59,087)	(54,339)
<b>N. Estimated Required Contribution due 12/31/24</b> ("None" if Line M is a negative amount)	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>

Please note that these are estimates only. The figures shown above on Line N are estimates of required contributions that would be due from the fire department's governing body on December 31, 2024 under the benefit level(s) considered. If you choose to join the SVF Plan effective January 1, 2024, PERA will calculate and, if applicable, issue an invoice to the fire department's governing body for any required contribution due December 31, 2024. Using the most current financial and firefighter roster information available, PERA calculates required contributions in accordance with Minnesota Statutes 353G.08, Subdivision 1, after receiving both the relief association's and governing body's resolutions to join the SVF Plan.

These estimates are based on the member information available at the time PERA prepared this cost analysis. **Please review the membership information and provide us with any necessary corrections.** As applicable, PERA will prepare an updated cost analysis with the corrected member information provided.

If you have questions, please contact PERA by email at [PERASVF@mnpera.org](mailto:PERASVF@mnpera.org) or by phone at 651-201-2645.

Sincerely,

PERA Accounting Division

PAGE 2

PERA Statewide Volunteer Firefighter Plan Cost Analysis--Estimates Only

Name of Entity: City of East Bethel Fire Department

Calculation Date: 08/04/2023

Join Effective Date: 01/01/2024

<b>Input:</b>	
2022 Fire State Aid	\$ 66,314
2022 Supplemental State Aid	\$ 13,384
Reported Pension Assets 3/31/2023	\$ 2,194,822
Reported Member Data	See Below
Number of Firefighters	29
Benefit Level per Year of Service	\$7,300

The accrued pension liability associated with an active firefighter will not always equal the retirement benefit amount the firefighter would receive if they were to separate from active service in the current year. This is because, in addition to their years of service, the liability calculation for an active firefighter takes into account actuarial science factors such as the age of the firefighter when they began service and how close the firefighter is to age 50 (the minimum age for collecting a benefit).

Pension liability differences among active firefighters are caused by differences in their age and years of service. Therefore, active firefighters with the same number of years of service will not necessarily have the same pension liability.

12/31/2023	Increase	12/31/2024
\$ 2,304,665	\$ 164,194	\$ 2,468,859

Name	Status (Active or Deferred)	Estimated Birthdate (mm/dd/yyyy)	Fire Dept. Entry Date (mm/dd/yyyy)	Separation Date (If Deferred)	Benefit Level at Separation (If Deferred)	Through 12/31/2023		Through 12/31/2024		Normal Cost (Change in Liability)
						Years of Service	Accrued Liability	Years of Service	Accrued Liability	
Williams, Richard L.	Active		09/24/1981			42	\$ 306,600	43	\$ 313,900	\$ 7,300
Borstner, Jeffrey A.	Active		07/28/1988			35	\$ 255,500	36	\$ 262,800	\$ 7,300
Chesler, Craig	Active		09/04/2002			18	\$ 122,726	19	\$ 134,061	\$ 11,335
Duchene, Mark	Active		11/05/2003			20	\$ 131,582	21	\$ 143,054	\$ 11,472
Karpinski, Paul	Active		11/05/2003			19	\$ 134,061	20	\$ 146,000	\$ 11,939
Arneson, Adam	Active		12/02/2005			18	\$ 95,653	19	\$ 104,487	\$ 8,834
Lachinski, Troy	Active		12/07/2005			18	\$ 122,726	19	\$ 134,061	\$ 11,335
Fish, Chad	Active		09/01/2010			13	\$ 52,379	14	\$ 58,296	\$ 5,917
Folwarski, William	Active		09/01/2010			11	\$ 59,452	12	\$ 66,991	\$ 7,538
Henry, Ryan	Active		09/01/2010			13	\$ 74,981	14	\$ 83,451	\$ 8,470
Hoffman, Wade	Active		09/01/2010			13	\$ 74,981	14	\$ 83,451	\$ 8,470
Dotseth, Andrew	Active		01/01/2012			11	\$ 53,554	12	\$ 60,344	\$ 6,790
Howe, Mike	Active		02/01/2012			12	\$ 50,239	13	\$ 56,231	\$ 5,992
Tim Jungwirth	Active		05/01/2013			9	\$ 45,632	10	\$ 52,341	\$ 6,709
James Saenger	Active		12/01/2014			9	\$ 45,632	10	\$ 52,341	\$ 6,709
Kyle Howard	Active		12/01/2014			9	\$ 45,632	10	\$ 52,341	\$ 6,709
Nathan Fish	Active		12/01/2014			9	\$ 45,632	10	\$ 52,341	\$ 6,709
Brian Downie	Active		07/01/2017			7	\$ 33,332	8	\$ 39,303	\$ 5,971
Jill King	Active		12/01/2017			6	\$ 27,699	7	\$ 33,332	\$ 5,633
Kassandra Nelson	Active		12/01/2018			4	\$ 13,028	5	\$ 16,787	\$ 3,760
Miranda Husnick	Active		02/01/2019			5	\$ 18,766	6	\$ 23,221	\$ 4,455
Alicia Howe	Active		04/01/2020			4	\$ 16,799	5	\$ 21,646	\$ 4,848
Shierts, Jeremy	Deferred		11/20/2002	08/25/2021	\$ 5,000	15	\$ 60,000	15	\$ 60,000	\$ -
Gimpl, Tammy	Deferred		11/03/2004	03/02/2022	\$ 5,400	17	\$ 80,784	17	\$ 80,784	\$ -
Herzog, Matthew	Deferred		07/06/2005	12/06/2020	\$ 5,000	13	\$ 46,800	13	\$ 46,800	\$ -
Ebertowski, Shane	Deferred		12/10/1998	05/20/2010	\$ 3,400	10	\$ 20,400	10	\$ 20,400	\$ -
Berry, Dan	Deferred		10/15/1998	06/10/2019	\$ 4,800	19	\$ 87,552	19	\$ 87,552	\$ -
Doebbert, Doug	Deferred		04/21/1999	01/01/2023	\$ 6,000	22	\$ 132,000	22	\$ 132,000	\$ -
Meinen, Daniel D.	Deferred		03/18/2007	01/01/2022	\$ 5,400	13	\$ 50,544	13	\$ 50,544	\$ -
						<b>\$ 2,304,665</b>		<b>\$ 2,468,859</b>	<b>\$ 164,194</b>	

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PERA Statewide Volunteer Firefighter Plan Cost Analysis--Estimates Only

Name of Entity: City of East Bethel Fire Department

Calculation Date: 08/04/2023

Join Effective Date: 01/01/2024

Benefit Level per Year of Service						12/31/2023	Increase	12/31/2024		
\$7,400						\$ 2,329,830	\$ 166,436	\$ 2,496,267		
Name	Status (Active or Deferred)	Estimated Birthdate (mm/dd/yyyy)	Fire Dept. Entry Date (mm/dd/yyyy)	Separation Date (If Deferred)	Benefit Level at Separation (If Deferred)	Through 12/31/2023		Through 12/31/2024		Normal Cost (Change in Liability)
						Years of Service	Accrued Liability	Years of Service	Accrued Liability	
Williams, Richard L.	Active		09/24/1981			42	\$ 310,800	43	\$ 318,200	\$ 7,400
Borstner, Jeffrey A.	Active		07/28/1988			35	\$ 259,000	36	\$ 266,400	\$ 7,400
Chesler, Craig	Active		09/04/2002			18	\$ 124,426	19	\$ 135,918	\$ 11,492
Duchene, Mark	Active		11/05/2003			20	\$ 133,385	21	\$ 145,014	\$ 11,629
Karpinski, Paul	Active		11/05/2003			19	\$ 135,918	20	\$ 148,000	\$ 12,082
Arneson, Adam	Active		12/02/2005			18	\$ 96,982	19	\$ 105,939	\$ 8,957
Lachinski, Troy	Active		12/07/2005			18	\$ 124,426	19	\$ 135,918	\$ 11,492
Fish, Chad	Active		09/01/2010			13	\$ 53,097	14	\$ 59,094	\$ 5,998
Folwarski, William	Active		09/01/2010			11	\$ 60,276	12	\$ 67,918	\$ 7,643
Henry, Ryan	Active		09/01/2010			13	\$ 76,019	14	\$ 84,607	\$ 8,587
Hoffman, Wade	Active		09/01/2010			13	\$ 76,019	14	\$ 84,607	\$ 8,587
Dotseth, Andrew	Active		01/01/2012			11	\$ 54,287	12	\$ 61,170	\$ 6,883
Howe, Mike	Active		02/01/2012			12	\$ 50,930	13	\$ 57,005	\$ 6,075
Tim Jungwirth	Active		05/01/2013			9	\$ 46,264	10	\$ 53,066	\$ 6,802
James Saenger	Active		12/01/2014			9	\$ 46,264	10	\$ 53,066	\$ 6,802
Kyle Howard	Active		12/01/2014			9	\$ 46,264	10	\$ 53,066	\$ 6,802
Nathan Fish	Active		12/01/2014			9	\$ 46,264	10	\$ 53,066	\$ 6,802
Brian Downie	Active		07/01/2017			7	\$ 33,794	8	\$ 39,847	\$ 6,054
Jill King	Active		12/01/2017			6	\$ 28,083	7	\$ 33,794	\$ 5,711
Kassandra Nelson	Active		12/01/2018			4	\$ 13,207	5	\$ 17,018	\$ 3,811
Miranda Husnick	Active		02/01/2019			5	\$ 19,020	6	\$ 23,535	\$ 4,515
Alicia Howe	Active		04/01/2020			4	\$ 17,026	5	\$ 21,940	\$ 4,914
Shierts, Jeremy	Deferred		11/20/2002	08/25/2021	\$ 5,000	15	\$ 60,000	15	\$ 60,000	\$ -
Gimpl, Tammy	Deferred		11/03/2004	03/02/2022	\$ 5,400	17	\$ 80,784	17	\$ 80,784	\$ -
Herzog, Matthew	Deferred		07/06/2005	12/06/2020	\$ 5,000	13	\$ 46,800	13	\$ 46,800	\$ -
Ebertowski, Shane	Deferred		12/10/1998	05/20/2010	\$ 3,400	10	\$ 20,400	10	\$ 20,400	\$ -
Berry, Dan	Deferred		10/15/1998	06/10/2019	\$ 4,800	19	\$ 87,552	19	\$ 87,552	\$ -
Doebbert, Doug	Deferred		04/21/1999	01/01/2023	\$ 6,000	22	\$ 132,000	22	\$ 132,000	\$ -
Meinen, Daniel D.	Deferred		03/18/2007	01/01/2022	\$ 5,400	13	\$ 50,544	13	\$ 50,544	\$ -
						<u>\$ 2,329,830</u>		<u>\$ 2,496,267</u>		<u>\$ 166,436</u>

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PERA Statewide Volunteer Firefighter Plan Cost Analysis--Estimates Only

Name of Entity: City of East Bethel Fire Department

Calculation Date: 08/04/2023

Join Effective Date: 01/01/2024

Benefit Level per Year of Service						12/31/2023	Increase	12/31/2024		
\$7,500						\$ 2,354,765	\$ 168,691	\$ 2,523,456		
Name	Status (Active or Deferred)	Estimated Birthdate (mm/dd/yyyy)	Fire Dept. Entry Date (mm/dd/yyyy)	Separation Date (If Deferred)	Benefit Level at Separation (If Deferred)	Through 12/31/2023		Through 12/31/2024		Normal Cost (Change in Liability)
						Years of Service	Accrued Liability	Years of Service	Accrued Liability	
Williams, Richard L.	Active		09/24/1981			42	\$ 315,000	43	\$ 322,500	\$ 7,500
Borstner, Jeffrey A.	Active		07/28/1988			35	\$ 262,500	36	\$ 270,000	\$ 7,500
Chesler, Craig	Active		09/04/2002			18	\$ 126,095	19	\$ 137,741	\$ 11,646
Duchene, Mark	Active		11/05/2003			20	\$ 135,187	21	\$ 146,973	\$ 11,786
Karpinski, Paul	Active		11/05/2003			19	\$ 137,741	20	\$ 150,000	\$ 12,259
Arneson, Adam	Active		12/02/2005			18	\$ 98,280	19	\$ 107,357	\$ 9,077
Lachinski, Troy	Active		12/07/2005			18	\$ 126,095	19	\$ 137,741	\$ 11,646
Fish, Chad	Active		09/01/2010			13	\$ 53,814	14	\$ 59,893	\$ 6,079
Folwarski, William	Active		09/01/2010			11	\$ 61,084	12	\$ 68,829	\$ 7,745
Henry, Ryan	Active		09/01/2010			13	\$ 77,039	14	\$ 85,741	\$ 8,702
Hoffman, Wade	Active		09/01/2010			13	\$ 77,039	14	\$ 85,741	\$ 8,702
Dotseth, Andrew	Active		01/01/2012			11	\$ 55,021	12	\$ 61,997	\$ 6,976
Howe, Mike	Active		02/01/2012			12	\$ 51,622	13	\$ 57,779	\$ 6,157
Tim Jungwirth	Active		05/01/2013			9	\$ 46,885	10	\$ 53,778	\$ 6,893
James Saenger	Active		12/01/2014			9	\$ 46,885	10	\$ 53,778	\$ 6,893
Kyle Howard	Active		12/01/2014			9	\$ 46,885	10	\$ 53,778	\$ 6,893
Nathan Fish	Active		12/01/2014			9	\$ 46,885	10	\$ 53,778	\$ 6,893
Brian Downie	Active		07/01/2017			7	\$ 34,247	8	\$ 40,382	\$ 6,135
Jill King	Active		12/01/2017			6	\$ 28,459	7	\$ 34,247	\$ 5,788
Kassandra Nelson	Active		12/01/2018			4	\$ 13,386	5	\$ 17,250	\$ 3,863
Miranda Husnick	Active		02/01/2019			5	\$ 19,279	6	\$ 23,856	\$ 4,577
Alicia Howe	Active		04/01/2020			4	\$ 17,258	5	\$ 22,238	\$ 4,980
Shierts, Jeremy	Deferred		11/20/2002	08/25/2021	\$ 5,000	15	\$ 60,000	15	\$ 60,000	\$ -
Gimpl, Tammy	Deferred		11/03/2004	03/02/2022	\$ 5,400	17	\$ 80,784	17	\$ 80,784	\$ -
Herzog, Matthew	Deferred		07/06/2005	12/06/2020	\$ 5,000	13	\$ 46,800	13	\$ 46,800	\$ -
Ebertowski, Shane	Deferred		12/10/1998	05/20/2010	\$ 3,400	10	\$ 20,400	10	\$ 20,400	\$ -
Berry, Dan	Deferred		10/15/1998	06/10/2019	\$ 4,800	19	\$ 87,552	19	\$ 87,552	\$ -
Doebbert, Doug	Deferred		04/21/1999	01/01/2023	\$ 6,000	22	\$ 132,000	22	\$ 132,000	\$ -
Meinen, Daniel D.	Deferred		03/18/2007	01/01/2022	\$ 5,400	13	\$ 50,544	13	\$ 50,544	\$ -
						\$	2,354,765	\$	2,523,456	\$ 168,691

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PERA Statewide Volunteer Firefighter Plan Cost Analysis--Estimates Only

Name of Entity: City of East Bethel Fire Department  
 Calculation Date: 08/04/2023  
 Join Effective Date: 01/01/2024

Benefit Level per Year of Service						12/31/2023	Increase	12/31/2024		
						\$ 2,379,699	\$ 170,946	\$ 2,550,645		
Name	Status (Active or Deferred)	Estimated Birthdate (mm/dd/yyyy)	Fire Dept. Entry Date (mm/dd/yyyy)	Separation Date (If Deferred)	Benefit Level at Separation (If Deferred)	Through 12/31/2023		Through 12/31/2024		Normal Cost (Change in Liability)
						Years of Service	Accrued Liability	Years of Service	Accrued Liability	
Williams, Richard L.	Active		09/24/1981			42	\$ 319,200	43	\$ 326,800	\$ 7,600
Borstner, Jeffrey A.	Active		07/28/1988			35	\$ 266,000	36	\$ 273,600	\$ 7,600
Chesler, Craig	Active		09/04/2002			18	\$ 127,764	19	\$ 139,564	\$ 11,800
Duchene, Mark	Active		11/05/2003			20	\$ 136,990	21	\$ 148,933	\$ 11,943
Karpinski, Paul	Active		11/05/2003			19	\$ 139,564	20	\$ 152,000	\$ 12,436
Arneson, Adam	Active		12/02/2005			18	\$ 99,578	19	\$ 108,775	\$ 9,197
Lachinski, Troy	Active		12/07/2005			18	\$ 127,764	19	\$ 139,564	\$ 11,800
Fish, Chad	Active		09/01/2010			13	\$ 54,532	14	\$ 60,692	\$ 6,160
Folwarski, William	Active		09/01/2010			11	\$ 61,893	12	\$ 69,740	\$ 7,848
Henry, Ryan	Active		09/01/2010			13	\$ 78,059	14	\$ 86,876	\$ 8,818
Hoffman, Wade	Active		09/01/2010			13	\$ 78,059	14	\$ 86,876	\$ 8,818
Dotseth, Andrew	Active		01/01/2012			11	\$ 55,754	12	\$ 62,824	\$ 7,069
Howe, Mike	Active		02/01/2012			12	\$ 52,314	13	\$ 58,554	\$ 6,240
Tim Jungwirth	Active		05/01/2013			9	\$ 47,505	10	\$ 54,489	\$ 6,984
James Saenger	Active		12/01/2014			9	\$ 47,505	10	\$ 54,489	\$ 6,984
Kyle Howard	Active		12/01/2014			9	\$ 47,505	10	\$ 54,489	\$ 6,984
Nathan Fish	Active		12/01/2014			9	\$ 47,505	10	\$ 54,489	\$ 6,984
Brian Downie	Active		07/01/2017			7	\$ 34,700	8	\$ 40,916	\$ 6,216
Jill King	Active		12/01/2017			6	\$ 28,836	7	\$ 34,700	\$ 5,864
Kassandra Nelson	Active		12/01/2018			4	\$ 13,566	5	\$ 17,481	\$ 3,915
Miranda Husnick	Active		02/01/2019			5	\$ 19,538	6	\$ 24,176	\$ 4,638
Alicia Howe	Active		04/01/2020			4	\$ 17,490	5	\$ 22,537	\$ 5,047
Shierts, Jeremy	Deferred		11/20/2002	08/25/2021	\$ 5,000	15	\$ 60,000	15	\$ 60,000	\$ -
Gimpl, Tammy	Deferred		11/03/2004	03/02/2022	\$ 5,400	17	\$ 80,784	17	\$ 80,784	\$ -
Herzog, Matthew	Deferred		07/06/2005	12/06/2020	\$ 5,000	13	\$ 46,800	13	\$ 46,800	\$ -
Ebertowski, Shane	Deferred		12/10/1998	05/20/2010	\$ 3,400	10	\$ 20,400	10	\$ 20,400	\$ -
Berry, Dan	Deferred		10/15/1998	06/10/2019	\$ 4,800	19	\$ 87,552	19	\$ 87,552	\$ -
Doebbert, Doug	Deferred		04/21/1999	01/01/2023	\$ 6,000	22	\$ 132,000	22	\$ 132,000	\$ -
Meinen, Daniel D.	Deferred		03/18/2007	01/01/2022	\$ 5,400	13	\$ 50,544	13	\$ 50,544	\$ -
						<u>\$ 2,379,699</u>		<u>\$ 2,550,645</u>		<u>\$ 170,946</u>

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**City of East Bethel Fire Department  
Projected Present Assets at December 31, 2023**

**Anticipated receipts and disbursements during 2023:**

Fire State Aid	2022 Amount x 1.035	68,635
Fire Supplemental Aid	2022 Amount	13,384
City Voluntary Contribution		14,000
Net Investment Income	5% assumed ROR per 424A; prorata	82,306
<b>Net Change in Present Assets</b>		<b>\$ 178,325</b>

**Present Assets at Time of Request 3/31/2023**

Assets Per Request	\$	2,194,822	
[adjustments]	\$	-	
	\$	-	\$ 2,194,822

**Projected Present Assets Ending 12/31/23** \$ 2,373,147

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



**Date:** October 9, 2023

**Agenda Item Number:** Item 4.0 B

**Agenda Item:** Administrative Hearing for a Tobacco Compliance Violation

**Background Information:**

An employee at Dollar General #22023 on 1300 209<sup>th</sup> 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. Emma 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.

No representatives from Dollar General appeared at the September 25, 2023 Hearing. City Council tabled the hearing until October 9, 2023. On September 27, 2023, the store manager for Dollar General #22023 was re-notified of the hearing that was rescheduled for October 9, 2023.

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.

**City Council Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_



# 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:** COMPCCKTOB COMPLIANCE CHECK - TOBACCO

**Person(s) Involved:**

<b>Last Name:</b> BOOKWALTER	<b>First Name:</b> EMMA	<b>Middle Name:</b> GRAYCE
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**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:**

<b>Name:</b> 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

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**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 209<sup>TH</sup> 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 209<sup>th</sup> 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 209<sup>th</sup> 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 9<sup>th</sup> day of October, 2023.

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Kevin Lewis, Mayor

ATTEST:

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Jack Davis, City Administrator

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



**Date:** October 9, 2023

**Agenda Item Number:** Item 6.0 A-G

**Requested Action:** Consider approving the Consent Agenda as presented

**Background Information:**

Item A – Approve Bills

Item B – September 25, 2023 City Council Meeting Minutes

Item C – Res. 2023-69 Setting Public Hearing Date – Delinquent Accounts, Unpaid Utility Bills

Collection of unpaid bills through the property tax system is provided in the East Bethel Code of Ordinances, Chapter 74, Sec. 74-126 (b) for unpaid utility bills, Chapter 30, Sec. 30-15 for unpaid emergency services and Chapter 26, Sec. 26-41 and 26-91 (c) for unpaid property clean up and nuisance abatement charges. The ordinance also provides an opportunity for a public hearing for delinquent customers before the final certification of delinquent amounts owed to their property taxes. Council must establish a certification cutoff date each year that will determine the appropriate certification amounts.

Resolution 2023-69 provides the delinquent accounts and amounts owed assuming a certification cutoff date of September 30, 2023. Notices of the public hearing will be sent indicating a public hearing date of November 13, 2023. Amounts remaining unpaid by November 15, 2023 will be certified to the County Auditor for collection on property taxes.

Item D – 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 E – Liability Coverage Waiver Form

The City purchases its property, general liability, and property insurance from the League of Minnesota Cities Insurance Trust (LMCIT). A requirement of that insurance coverage is that each participating municipality must annually either affirm or waive its statutory limits of liability.

The statutory limits of liability for Minnesota cities are \$500,000 for an individual claimant and \$1,500,000 per occurrence. Cities can waive these limits by allowing an individual claimant to recover more than \$500,000, up to the \$1,500,000 occurrence limit or more if limits are waived and excess liability insurance is purchased. They may also waive the “per occurrence” limit and purchase excess liability insurance. Historically, East Bethel has not waived its liability limits and has chosen to purchase excess coverage.

The City Attorney and staff recommend that the City does not waive the liability limits and purchase additional liability coverage of \$1,000,000.

Item F - Pay Estimate No. 2 for the 183<sup>rd</sup> Avenue Surface Reconstruction Project

This item includes Pay Estimate No. 2 to Knife River Corporation for the 183<sup>rd</sup> Avenue Surface Reconstruction Project. The major work items on this pay estimate include payment for bituminous paving and restoration. Staff recommends partial payment of \$300,386.08. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$491,443.83
Less Pay Estimate No. 1	\$166,485.56
Less 5% Retainage	<u>\$ 24,572.19</u>
<b>Total Payment</b>	<b>\$300,386.08</b>

Payment for this project will be financed with Street Capital Funds. Funds, as noted, are available and appropriate for this project. A copy of the Pay Estimate is attached.

Item G - Final Payment for the 2022 Street Surface Improvement Project

Rum River Contracting Company has completed all construction work for the 2022 Street Surface Improvement Project and has submitted all the required documentation to consider this project for final payment. We recommend final payment of \$7,182.07. A copy of the final payment form is attached. This project was financed with the City’s Street Capital account. Funds, as noted, are available and appropriate for this project. A copy of the Pay Estimate is attached.

**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**  
**October 9, 2023**  
**Payment Summary**

<b>Payments for Council Approval</b>						
Bills to be approved for payment						\$321,896.57
Electronic Payroll Payments						\$36,410.75
Payroll City Staff - September 28, 2023						\$48,553.10
<b>Total to be Approved for Payment</b>						<b>\$406,860.42</b>
Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Bldgs/Facilities Repair/Maint		Wright-Hennepin Coop Electric	615	49851	\$30.95
Arena Operations	Electric Utilities	10-17-2023	Connexus Energy	615	49851	\$4,843.55
Arena Operations	General Operating Supplies	399903	Class C Components	615	49851	\$1,103.56
Arena Operations	Information Systems	B230919J	Anoka County Treasury Dept	615	49851	\$75.00
Arena Operations	Professional Services Fees	100110	Gibson's Management Company	615	49851	\$10,000.00
Arena Operations	Refuse Removal	9645753T067	Ace Solid Waste, Inc.	615	49851	\$289.93
Building Inspection	Motor Fuels	24662602	Mansfield Oil Company	101	42410	\$390.12
Building Inspection	Reimburse Electrical Permit		MASTER ELECTRIC CO INC	101		\$45.00
Building Inspection	State Surcharge	SEPT0030512023	MN Dept Labor & Industry	101		\$3,429.74
Building Inspection	State Surcharge	SEPT0030512023	MN Dept Labor & Industry	101		(\$137.19)
City Administration	Information Systems	B230919J	Anoka County Treasury Dept	101	41320	\$75.00
City Administration	Legal Notices	966719	ECM Publishers, Inc.	101	41320	\$121.00
City Administration	Office Equipment Rental	INV2366208	Metro Sales Inc.	101	41320	\$548.56
City Administration	Office Equipment Rental	INV2370536	Metro Sales Inc.	101	41320	\$265.00
City Administration	Office Equipment Rental	511363335	US Bank Equipment Finance	101	41320	\$315.00
Elevage Project	Architect/Engineering Fees	51526	Hakanson Anderson Assoc. Inc.	101		\$4,578.00
Engineering	Architect/Engineering Fees	51524	Hakanson Anderson Assoc. Inc.	101		\$210.00
Engineering	Architect/Engineering Fees	51525	Hakanson Anderson Assoc. Inc.	101		\$1,107.91
Engineering	Architect/Engineering Fees	51532	Hakanson Anderson Assoc. Inc.	101		\$467.50
Engineering	Architect/Engineering Fees	51533	Hakanson Anderson Assoc. Inc.	101	43110	\$460.00
Engineering	Architect/Engineering Fees	51534	Hakanson Anderson Assoc. Inc.	101	43110	\$201.98
Finance	Sales Tax Remittance	09 2023	Minnesota Revenue	101		\$183.00
Fire Department	Bldgs/Facilities Repair/Maint	2546	Bill's Quality Cleaning	101	42210	\$53.00
Fire Department	Bldgs/Facilities Repair/Maint	2547	Bill's Quality Cleaning	101	42210	\$168.00
Fire Department	Conferences/Meetings	6435	F.I.R.E.	101	42210	\$1,200.00
Fire Department	Electric Utilities	10-17-2023	Connexus Energy	101	42210	\$140.41
Fire Department	Electric Utilities	10-17-2023	Connexus Energy	101	42210	\$45.97
Fire Department	Electric Utilities	10-17-2023	Connexus Energy	101	42210	\$756.09
Fire Department	Electric Utilities	10-17-2023	Connexus Energy	101	42210	\$7.53
Fire Department	Fire Pension Contrib.-State		East Bethel Fire Relief	101	42210	\$76,212.33
Fire Department	Fire Pension Contrib.-State		East Bethel Fire Relief	101	42210	\$13,858.69
Fire Department	Fire Pension Contribution-City		East Bethel Fire Relief	101	42210	\$14,000.00
Fire Department	General Operating Supplies	1211	Menards Cambridge	101	42210	\$63.90
Fire Department	Information Systems	B230919J	Anoka County Treasury Dept	101	42210	\$75.00
Fire Department	Motor Fuels	24662602	Mansfield Oil Company	101	42210	\$620.64
Fire Department	Motor Fuels	24662608	Mansfield Oil Company	101	42210	\$539.75
Fire Department	Motor Vehicle Services (Lic d)	11784	Kirvida Fire, Inc.	101	42210	\$350.00
Fire Department	Motor Vehicle Services (Lic d)	11785	Kirvida Fire, Inc.	101	42210	\$350.00
Fire Department	Motor Vehicle Services (Lic d)	11786	Kirvida Fire, Inc.	101	42210	\$350.00
Fire Department	Refuse Removal	9645753T067	Ace Solid Waste, Inc.	101	42210	\$88.94
Fire Department	Refuse Removal	9645753T067	Ace Solid Waste, Inc.	101	42210	\$34.88
Fire Department	Telephone	13864340213592	Midcontinent Communications	101	42210	\$207.57



**City of East Bethel**  
**October 9, 2023**  
**Payment Summary**

Fire Department	Telephone		T MOBILE	101	42210	\$99.56
Fire Department	Telephone	9944724014	Verizon	101	42210	\$560.14
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2544	Bill's Quality Cleaning	101	41940	\$380.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2548	Bill's Quality Cleaning	101	41940	\$168.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	092923	Wright-Hennepin Coop Electric	101	41940	\$21.90
General Govt Buildings/Plant	Electric Utilities	10-17-2023	Connexus Energy	101	41940	\$16.80
General Govt Buildings/Plant	Electric Utilities	10-17-2023	Connexus Energy	101	41940	\$166.26
General Govt Buildings/Plant	Electric Utilities	10-17-2023	Connexus Energy	101	41940	\$989.31
General Govt Buildings/Plant	Refuse Removal	9645753T067	Ace Solid Waste, Inc.	101	41940	\$74.56
MSA Street Construction	Architect/Engineering Fees	51529	Hakanson Anderson Assoc. Inc.	402	40200	\$444.50
MSA Street Construction	Professional Services Fees	00002789	City of Oak Grove	402	40200	\$132,244.69
Park Maintenance	Bldg/Facility Repair Supplies	0578646-IN	Beacon Athletics	101	43201	\$204.00
Park Maintenance	Chemicals and Chem Products	134737665-001	SiteOne Landscape Supply	101	43201	\$1,475.28
Park Maintenance	Clothing & Personal Equipment	4168954084	Cintas Corporation	101	43201	\$32.96
Park Maintenance	Clothing & Personal Equipment	4169667670	Cintas Corporation	101	43201	\$34.65
Park Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43201	\$32.65
Park Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43201	\$28.90
Park Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43201	\$33.70
Park Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43201	\$404.23
Park Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43201	\$33.38
Park Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43201	\$20.45
Park Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43201	\$141.64
Park Maintenance	Equipment Parts	1539-217945	O'Reilly Auto Stores Inc.	101	43201	\$1.07
Park Maintenance	Equipment Parts	1539-218572	O'Reilly Auto Stores Inc.	101	43201	\$4.99
Park Maintenance	Equipment Parts	332156	S & S Industrial Supply	101	43201	\$35.91
Park Maintenance	Motor Fuels	24662602	Mansfield Oil Company	101	43201	\$531.98
Park Maintenance	Motor Fuels	24662608	Mansfield Oil Company	101	43201	\$1,037.98
Park Maintenance	Other Equipment Rentals	MP234052	LRS	101	43201	\$510.00
Park Maintenance	Other Equipment Rentals	MP234053	LRS	101	43201	\$730.00
Park Maintenance	Other Equipment Rentals	MP234055	LRS	101	43201	\$80.00
Park Maintenance	Other Equipment Rentals	MP234056	LRS	101	43201	\$150.00
Park Maintenance	Other Equipment Rentals	MP234057	LRS	101	43201	\$80.00
Park Maintenance	Other Equipment Rentals	MP234059	LRS	101	43201	\$80.00
Park Maintenance	Other Equipment Rentals	MP234060	LRS	101	43201	\$80.00
Park Maintenance	Other Equipment Rentals	MP234061	LRS	101	43201	\$80.00
Park Maintenance	Safety Supplies		Pat's Small Engine Plus	101	43201	\$99.99
Payroll	Insurance Premium	436200102023	NCPERS Group Life Ins	101		\$80.00
Recycling Operations	Bldg/Facility Repair Supplies	18041	Menards - Forest Lake	226	43235	\$73.91
Recycling Operations	Electric Utilities	10-17-2023	Connexus Energy	226	43235	\$61.08
Recycling Operations	Other Equipment Rentals	MP234058	LRS	226	43235	\$80.00
Recycling Operations	Refuse Removal	9645753T067	Ace Solid Waste, Inc.	226	43235	\$793.62
Recycling Operations	Travel Expenses	20231001	JABS, EMILY	226	43235	\$19.65
Sewer Operations	Electric Utilities	10-17-2023	Connexus Energy	602	49451	\$69.56
Sewer Operations	Electric Utilities	10-17-2023	Connexus Energy	602	49451	\$182.37
Sewer Operations	Professional Services Fees	0001163173	Metropolitan Council Env Svcs	602	49451	\$5,265.69
Street Capital Projects	Architect/Engineering Fees	51528	Hakanson Anderson Assoc. Inc.	406	40600	\$147.00
Street Capital Projects	Architect/Engineering Fees	51530	Hakanson Anderson Assoc. Inc.	406	40600	\$17,600.80
Street Capital Projects	Architect/Engineering Fees	51531	Hakanson Anderson Assoc. Inc.	406	40600	\$10,192.76
Street Maintenance	Architect/Engineering Fees	51527	Hakanson Anderson Assoc. Inc.	403	43220	\$108.00
Street Maintenance	Bldgs/Facilities Repair/Maint	4168954084	Cintas Corporation	101	43220	\$8.99



**City of East Bethel**  
**October 9, 2023**  
**Payment Summary**

Street Maintenance	Bldgs/Facilities Repair/Maint	4169667670	Cintas Corporation	101	43220	\$9.45
Street Maintenance	Clothing & Personal Equipment	4168954084	Cintas Corporation	101	43220	\$32.95
Street Maintenance	Clothing & Personal Equipment	4169667670	Cintas Corporation	101	43220	\$34.65
Street Maintenance	Conferences/Meetings		Nate Ayshford	101	43220	\$270.00
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$73.47
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$103.95
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$33.21
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$561.62
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$34.30
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$500.39
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$41.24
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$166.65
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$111.11
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$11.01
Street Maintenance	Electric Utilities	10-17-2023	Connexus Energy	101	43220	\$5.25
Street Maintenance	Motor Fuels	24662602	Mansfield Oil Company	101	43220	\$230.53
Street Maintenance	Motor Fuels	24662608	Mansfield Oil Company	101	43220	\$2,574.20
Street Maintenance	Motor Vehicles Parts	111292023	Fleet Pride	101	43220	\$310.50
Street Maintenance	Motor Vehicles Parts	111309327	Fleet Pride	101	43220	\$362.16
Street Maintenance	Motor Vehicles Parts	111323688	Fleet Pride	101	43220	\$374.47
Street Maintenance	Motor Vehicles Parts	111371555	Fleet Pride	101	43220	\$62.37
Street Maintenance	Motor Vehicles Parts	111371556	Fleet Pride	101	43220	\$62.37
Street Maintenance	Refuse Removal	9645753T067	Ace Solid Waste, Inc.	101	43220	\$242.94
Street Maintenance	Welding Supplies	20291488	Minneapolis Oxygen Co.	101	43220	\$159.20
Water Utility Operations	Bldgs/Facilities Repair/Maint	092923	Wright-Hennepin Coop Electric	601	49401	\$42.95
Water Utility Operations	Electric Utilities	10-17-2023	Connexus Energy	601	49401	\$253.77
Water Utility Operations	Electric Utilities	10-17-2023	Connexus Energy	601	49401	\$302.78
Water Utility Operations	Electric Utilities	10-17-2023	Connexus Energy	601	49401	\$1,297.46
						<b>\$321,896.57</b>



**City of East Bethel**  
**October 9, 2023**  
**Payment Summary**

<b>Electronic Payroll Payments</b>		
Payroll	PERA	\$9,958.76
Payroll	Federal Withholding	\$5,648.87
Payroll	Medicare Withholding	\$2,172.96
Payroll	FICA Tax Withholding	\$8,374.88
Payroll	State Withholding	\$3,505.82
Payroll	MSRS/H.S.A./HCSP	\$6,749.46
		<b>\$36,410.75</b>

# DRAFT MINUTES: NOT YET APPROVED

## EAST BETHEL CITY COUNCIL MEETING

September 25, 2023

The East Bethel City Council met on September 25, 2023, at 7:00 p.m. for the regular City Council meeting at City Hall.

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

ALSO PRESENT: Jack Davis, City Administrator  
Eric Larson, City Attorney  
Rodney Sanow, Fire Chief  
Aaron Berg, Community Development Director

### 1.0 Call to Order

The September 25, 2023, City Council meeting was called to order by Mayor Lewis at 7:00 p.m.

### 2.0 Pledge of Allegiance

The Pledge of Allegiance was recited.

### 3.0 Adopt Agenda

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

Mayor Lewis noted Mr. Ray Jordan who is the owner of Blue-Ribbon Pines Disc Golf had a very successful event last weekend and all of the City's Noise Ordinances were abided by. He wished Mr. Jordan well for doing it the right way for a good cause.

### 4.0 Presentations and Public Hearings

#### 4.0 A Public Hearing – Detached Accessory Structure Ordinance Amendment & Accessory Storage Considers and Ordinance Amendment Consideration

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

Berg noted the Planning Commission review the amendment proposal at its August 22, 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 was 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.

Berg indicated the recommendation was presented at the August 28, 2023 City Council meeting. After the public hearing and further discussion staff was directed to work with Councilmember Miller

1 to modify the proposed amendment to incorporate some items proposed by the Planning  
2 Commission, staff recommendations and Council discussion.

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

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

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

12 Lewis opened the public hearing at 7:04 p.m.

13 Suzanne Erkel, Okinawa Street, stated she supported not controlling people’s property and telling  
14 them what they could have on their property.

15 Lewis closed the public hearing at 7:05 p.m.

16 **DeRoche stated I’ll make a motion to adopt Ordinance 2023-18, An Ordinance Amending Appendix**  
17 **A – Zoning, Section 1-4 and Section 14 of the East Bethel Code of Ordinances Regulating Detached**  
18 **Accessory Structures and Accessory Storage Containers in the City of East Bethel. Miller stated I’ll**  
19 **second.** Lewis asked any discussion? To the motion, all in favor say aye. **DeRoche, Miller, Smith,**  
20 **Lewis.** Lewis asked any opposed? **Mundle.** That motion passes. **Motion passes 4-1.**

#### 21 **4.0 B Tobacco Violation Hearing – Hwy 65 Dollar General**

22 Davis stated that an employee, Emma Bookwalter, at Dollar General #22023 on 1300 209<sup>th</sup> Avenue  
23 NE in East Bethel is reported to have sold tobacco products to a minor. As part of a compliance check  
24 by the Anoka County Sheriff’s Department on August 2, 2023, Ms. Bookwalter was approached by an  
25 underage individual and sold the tobacco products to the underage buyer in violation of City Code,  
26 Chapter 18, Article IV, Section 18-176, Prohibited Sales. A copy of the Sheriff’s Report is included as  
27 Attachment 1 to Council’s packet.

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

31 Davis stated the City Council has several options with respect to administrative action. Any person,  
32 including an individual licensee, who sells any tobacco product to a person under the age of 21 years  
33 is subject to an administrative penalty. This is Dollar General #22023’s first violation of the  
34 ordinance. For a first-time violation, the City may impose a civil fine of up to \$150. In addition, the  
35 City may also suspend the license for a period up to 20 days. The City may agree with the licensee to  
36 waive up to ten days of suspension at a rate of two days for every eight hours of community service  
37 performed by the licensee's employee.

38 Davis recommended the Council conduct the hearing and provide staff with direction on the  
39 penalties to be administered with adoption of Resolution 2023-66. He noted it did not appear there  
40 was a representative from Dollar General at the meeting.

41 Davis indicated Council had two options to either give them another two weeks and conduct the  
42 hearing at the next Council meeting or proceed with the hearing without them present. Davis noted

1 staff had spoken with the store manager directly who claimed they had never received any  
2 notification. He stated staff had no objection to Council giving them another two weeks.

3 Mundle asked if there was a point of contact on the tobacco license for Dollar General that said who  
4 would be given notice. Davis responded he assumed the store manager would be the point of  
5 contact as they had the responsibility for the overall operation of the facility and the violation was  
6 issued to an employee.

7 Smith stated he wanted to give them the opportunity to come to the next Council meeting and if  
8 they don't show up at that meeting, then the Council could take action.

9 **DeRoche stated I'll make a motion to table to the next Council meeting. Smith stated I'll second.**

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

#### 12 **4.0 C Anoka County Sheriff's Report**

13 Lieutenant Derek Peters presented the August, 2023, Sheriff's Report, stating the Sheriff's  
14 Department responded to 411 calls for service including 1 burglary, 3 thefts, 1 criminal sexual  
15 conduct, 1 assault, 1 damage to property, 5 PI accidents, 10 PD accidents, 57 medical, 17 animal  
16 complaints, 15 alarms, 2 gross misdemeanor arrests, 5 misdemeanor arrests, 1 DUI arrest, 2 warrant  
17 arrests, 103 traffic stops, and 28 traffic arrests.

18 Lewis asked if they were to reduce the sworn deputy hours and replace them with community service  
19 officer hours, could someone prepare a spreadsheet showing what was the net financial impact.  
20 Lieutenant Peters responded he could have someone do that.

21 DeRoche asked what was the difference between a CSO and deputy with respect to responsibilities.  
22 Lieutenant Peters responded the CSO's were not sworn Deputies so they did not have the post  
23 certification that was required of every police officer in Minnesota. He stated CSO's were usually  
24 between the ages of 18 and 20. He stated CSO's also had no authority to make arrests, but they did  
25 have the ability to issue citations for minor level offenses such as dog issues, parking enforcement,  
26 etc. He noted if they cut those hours back to eight hours, there would be a gap in time where they  
27 would not be able to have custodial arrest with a contracted East Bethel deputy car. Lewis clarified  
28 that he was only talking about four hours and not eight hours.

29 Smith asked if citations were issued for all of the traffic stops. Lieutenant Peters responded not  
30 always and it depended on the situation.

31 Smith asked if Anoka County Sheriff received the citation money. Lieutenant Peters responded no  
32 and the State of Minnesota received some of it. He indicated the Sheriff's Office did not see any of  
33 the funds.

34 **Informational; no action required.**

#### 35 **4.0 D Fire Department Monthly Report**

36 Fire Chief Sanow presented the August 2023 report and noted that they responded to 73 calls, of  
37 which 60 were medical, 5 crashes, 1 alarm, 3 burning/smoke, 3 other, and 1 mutual aid. He stated  
38 the week of October 8 through 14 was Fire Prevention Week and recommended residents take time  
39 to plan their escape route and have a safe meeting place set up with the people in their home. He  
40 indicated the Fire Department would be having an open house on October 9 from 5-7 p.m. at Station  
41 One. He reminded residents that leaf burning was not permitted in the City.

1 DeRoche inquired about the Heart Start Program. He noted he had spent eight year as an EMS and  
2 they had to keep up on their training. He asked if the Fire Department was going to follow up on  
3 training or retraining of people. Sanow responded he would bring that up with Troy who is the  
4 person that leads Heart Safe. He stated people needed to reach out to them to get trained.

5 DeRoche asked if this information could be put on the website. Davis stated staff could put it in the  
6 next newsletter and on the website.

7 DeRoche asked who was the best one to talk to regarding the coordination between Allina and the  
8 Fire Department. He noted Allina bills for their services and asked why the City didn't bill for their  
9 services. Davis responded that had been done in the past using a third-party vendor for the billing  
10 and collection of the services, but there was a lot of red tape to it with insurance and paperwork. He  
11 noted State Statutes said what the City was and was not allowed to do and there were some  
12 limitations as to what could be billed and the services that could be provided.

13 DeRoche asked who was liable when emergencies were responded to. Larson responded that the  
14 City and Fire Department had immunity so the liability was minimal to nil.

15 **Informational; no action required.**

16 **5.0 Public Forum**

17 Suzanne Erkel, Okinawa Street, stated she could not hear the Councilmembers when they were  
18 speaking and suggested they sit closer to their microphones or the volume be turned up. She noted if  
19 she could not hear them, then the people at home probably also could not hear them either.

20 Ms. Erkel stated last week the City held a Feed the City event and very few people showed up. She  
21 did not believe the word got out about this event and stated the City needed to figure out a way to  
22 get the word out for events where there were fundraisers for good causes. She recommended the  
23 events be put on the City's reader board and/or the newsletter.

24 Ms. Erkel noted every fourth Thursday was game day from 1-4 p.m. and she asked if it could be  
25 published in the newsletter and put on the reader board the week before. She noted that while this  
26 game day was sponsored by the Seniors, anyone could attend. She indicated every Tuesday, there  
27 were also crafts. She noted there was also a senior dance the first Friday of the month. She stated  
28 the numbers have been dwindling and she wanted to get the word out about these types of events.

29 Ms. Erkel stated she was on the Airports Commission. She gave briefings to Davis and wanted to be  
30 put on the calendar to present those briefings at a Council meeting and the briefings also be put on  
31 the City's website, if possible. She recommended the second week in October.

32 Davis stated if Ms. Erkel knew of any Senior events they wanted to advertise, send them to staff and  
33 they would ensure they were communicated.

34 Lewis stated communication with residents and vice versa has been an issue. He noted the  
35 newsletter needed to be improved. He indicated there was a lot of room for improvement in  
36 communication. He stated he had wanted to do six newsletters a year instead of the four they were  
37 currently doing as a step in the right direction, but he did not think that had been a high priority.

38 Ms. Erkel noted the Seniors had a monthly newsletter. She asked if that was sent to staff could that  
39 be put on the City's website, or a link be put on the City's website. Davis responded that could be put  
40 on the website.

41 **6.0 Consent Agenda**

42 ~~Item A: Approve Bills~~

- 1 Item B: Approve Meeting Minutes September 11, 2023 City Council Work Meeting
- 2 ~~Item C: Resolution 2023-67, Counting Write-in Votes for Local Elective Officers~~
- 3 Item D: Accept Resignation of Finance Coordinator
- 4 ~~Item E: Appointment of Emily Jabs to the Finance Coordinator Position~~
- 5 ~~Item F: Advertisement for Administrative Assistant~~
- 6 ~~Item G: Approve 2024 Anoka County Law Enforcement Contract~~
- 7 ~~Item H: Approve Probationary on Call Firefighters to Fire Fighter 1 Classification~~
- 8 ~~Item I: Approve 2024 Anoka County Residential Recycling Contract~~

9 Mundle requested to pull Item H. DeRoche requested to pull Item F. Smith requested to pull Item A.  
 10 Lewis requested to pull Items C, E, I, and G.

11 **Mundle stated I'll make a motion to approve Consent Agenda Items B and D. Smith stated I'll**  
 12 **second.** Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked  
 13 any opposed? That motion passes. **Motion passes unanimously.**

14 **6.0 A Approve Bills**

15 Smith asked under the ice arena, what was RR Specialties in the amount of \$1,455 for. Davis  
 16 responded that was for the paint supplies to take the stencils for the annual painting.

17 Smith stated he understood they had gotten rid of Sloth Inspection but there was a bill for \$4,709.60.  
 18 Davis responded there were outstanding permits they would be just about finishing those up for Kwik  
 19 Trip and Holiday. The other outstanding permits were issued under Mr. Sloth's contract.

20 Miller asked on the Park Capital project, where was the playground going. Davis responded it was for  
 21 Whispering Oaks.

22 DeRoche noted for Ekberg Lammers there were two bills for the same amount with one having an  
 23 item number and the other one did not. Davis responded one of the invoices was for the Elevage  
 24 legal fees paid from the elevated escrow account and the other one was for work done for the  
 25 cannabis ordinance and the research on that.

26 Mundle asked under street maintenance safety supplies, what was the New Pig Corporation. Davis  
 27 responded that was where the City bought a lot of erosion, sediment control, and absorbent blankets  
 28 for oil spill items.

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

32 **6.0 C Resolution 2023-67, Counting Write-in Votes for Local Elective Officers**

33 Lewis asked where this came from. Davis responded that this aligned with State Statutes. He  
 34 indicated it was Council's option whether they wanted to adopt it or not. Lewis asked who were the  
 35 City's election staff. Davis responded the election staff was the election coordinator which is Carrie  
 36 Frost and the election judges. Lewis asked how burdensome is this. Davis responded the average  
 37 write in vote over the last seven elections was 144 with a low of 56 and a high of 386.

38 Lewis stated he did not see that as too burdensome to keep track of. Davis noted the votes were  
 39 counted, but they were not recorded and broken out individually unless they reached a certain  
 40 threshold and then it was broken out.

41 Lewis stated he wanted to either table or vote against this.

1 **Lewis stated I'll make a motion to table or deny.**

2 DeRoche requested for the public's benefit that Davis explain what the Council was talking about.  
3 Davis explained the options that were approved by the State Legislature.

4 Lewis stated the Council had three options with the first option being was no motion, so it would fail  
5 for lack of a motion and a second. He stated the second option was to revisit it or table it, and the  
6 third option was to deny.

7 Mundle asked if the City could deny this. Larson responded they could and it was at the City's  
8 discretion whether they wanted to pass the Resolution or not.

9 **Motion died for lack of a second.**

10 **6.0 E Appointment of Emily Jabs to the Finance Coordinator Position**

11 Lewis stated he had no objection to Ms. Jabs being the Finance Coordinator but asked if Deseret had  
12 been offered the position and turned it down. Davis responded that was correct.

13 **Lewis stated I'll make a motion to approve Item E of the Consent Agenda. Miller stated I'll second.**

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

16 **6.0 F Advertisement for Administrative Assistant**

17 DeRoche asked who came up with the grading scale and how was it determined what the grade  
18 would be when they were advertising for a position. Davis responded the best staff could determine  
19 was this came about sometime in 2004. He indicated jobs were assigned a number of points and a  
20 grade depending on the responsibilities. He noted this was a way to evaluate those things essentially  
21 for pay equity and to also establish a guide so they can show what different positions pay different  
22 steps.

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

26 **6.0 G Approve 2024 Anoka County Law Enforcement Contract**

27 **Lewis stated I'll make a motion to table Item G to the next Council Meeting. Smith stated I'll**  
28 **second.** Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked  
29 any opposed? That motion passes. **Motion passes unanimously.**

30 **6.0 H Approve Probationary on Call Firefighters to Fire Fighter 1 Classification**

31 Mundle thanked and congratulated the new Firefighters. He invited any resident that had an interest  
32 in being involved with the community to get ahold of the Fire Department or come to the Fire  
33 Department's Open House on October 9 from 5-7 pm at Station One.

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

37 **6.0 I Approve 2024 Anoka County Residential Recycling Contract**

38 Lewis asked Larson if he had reviewed the contract. Larson responded he did not recall reviewing the  
39 contract, which was not unusual as a lot of times he would not review a contract until after it had  
40 been approved.

1 Lewis asked who was involved in the development of the Master Plan 2018. Davis responded it  
2 would have been the Recycling Coordinator at that time.

3 Lewis asked for an estimate as to how much staff time it took for compliance with everything. He  
4 stated he was wondering what the net benefit was to the City and if the City broke even, or if it cost  
5 the City money. Davis responded it did not cost the City anything and it was what they used to run  
6 the recycling program and keep a recycling facility open. He indicated this all came from a grant used  
7 to make incremental improvements to the building facility. He noted the recycling center was heavily  
8 used by the citizens. He stated the County set the tonnage requirements for each City and prior to  
9 2018 the City came close, but never met the goal. He indicated when they started implementing the  
10 drop off Saturday, they met the tonnage goals every year since 2018.

11 Lewis noted the contract was 62 pages and why would it be approved before the City Attorney  
12 reviewed it. Larson it was his understanding was that the Administrator and Project Managers would  
13 look at the contract and if nothing had changed, they would wait until there was an approval. But if it  
14 was a new contract or if there was something unique in the contract, that would then merit his  
15 review beforehand because there might be some legal issues that might come up. He indicated he  
16 was trying to manage legal services in the most efficient way possible for the City.

17 Miller asked in the future if the Council could get some kind of a cheat sheet and a synopsis of what  
18 the "meat and potatoes" were of this. Lewis stated they could have a presentation by someone in  
19 the County who works with this every day.

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

23 **7.0 New Business. Commission, Association, and Task Force Reports**  
24 No reports given.

25 **8.0 Department Reports**

26 **8.0 A Community Development**  
27 None.

28 **8.0 B Engineer Report**  
29 None.

30 **8.0 C City Attorney**  
31 None.

32 **8.0 D Finance**  
33 None.

34 **8.0 E Public Works**  
35 None.

36 **8.0 F Fire Department**  
37 None.

38 **8.0 G City Administrator Report**

39 **8.0 G.1 Pay Equity Reporting Update**

40 Davis stated the Local Government Pay Equity Act, M.S. 471.991-471.999 and Minnesota Rules,  
41 Chapter 3920 requires local jurisdictions to submit a pay equity report to the State of Minnesota  
42 every three years. The Minnesota Department of Management has provided the City notification that

1 our next report is due January 31, 2024 and that additional information will be provided in November  
2 2023 in order to file.

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

8 Davis noted the appropriate data on employee pay, which is based on salary information in place for  
9 2023 and approved by the City Council during the 2023 budget cycle, will be entered into the  
10 reporting software provided by the State of Minnesota once available. Also, entered into the  
11 software is each position classification along with the gender that holds each position. Once the  
12 entry is completed a report will be generated that will be provided to Council for consideration for  
13 approval at a future council meeting. The City will not be notified until the spring of 2024 as to  
14 compliance.

15 **Informational; no action required.**

## 16 **8.0 G.2 Reserve Capacity Loan Update**

17 Davis stated that the City of East Bethel entered into the Wastewater Service Rates and Sewer  
18 Service Charges Agreement with the Metropolitan Council in 2010. This agreement established an  
19 annual quota requirement and set a contract schedule for the Sewer Availability  
20 Connections/Charge (SAC). This quota increases at 17% per year to amortize the cost of the Met  
21 Council Wastewater Treatment Plant and effluent disposal system that serves the City of East  
22 Bethel. Davis noted the agreement created a Reserve Capacity Loan (RCL) that accumulates the  
23 unmet goals of the annual SAC quota over the 20-year term of the agreement.

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

31 Davis indicated the City of East Bethel did not meet the SAC quotas for fiscal years 2012 through  
32 2018 and 2020 through 2022. Only In 2019, were equivalent connections made to the system which  
33 exceeded the SAC contract requirement for that year. The SAC contract requirement for 2023 is  
34 208. As of September 19, 2023 the City has secured 17 SAC units so the City is anticipating reaching  
35 the \$2 million cap at year end, which would initiate the repayment of this loan starting in 2024. The  
36 Reserve Capacity Loan balance is projected to increase to \$2,130,693 at the end of December 31,  
37 2023.

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

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

9 Davis stated staff requests the Council approve the loan repayment schedule as exhibited as 8.0  
10 G.2, Attachment 3, in the Council's packet.

11 Lewis noted there was a rule of thumb in finance which was to never pay off the cheapest loan first.  
12 He indicated 2.73 percent interest with the money they saved, they could be earning 5.3 percent  
13 right now. He indicated just the interest would almost pay for the next one anyway or the next  
14 payment. He asked why was a ten-year amortization proposed and if it was flexible or was it fixed.  
15 He noted they could amortize it at 20 years and prepay it. He also asked if this was capped at \$2  
16 million, why was it going to be at \$2,130,000. Davis responded if they go over the cap, they have  
17 to pay the loan back, but they only have to pay a million dollars.

18 Lewis requested information on the Osborne project including zoning, density, and acreage. Davis  
19 responded the zoning was R-2 with density of 4 to 6 units per acre and the acreage was about 80  
20 acres in the whole site. He noted here were questions as to some of them on the northern portion  
21 that would have to be done by wetland delineation.

22 Lewis stated it was his understanding that the wastewater treatment plant was the property of the  
23 Met Council. He asked if that was the case, why would the money they were saving be spent toward  
24 maintenance operation and improvement costs. Davis responded the fund would be used for the  
25 City's portion of the system they own and it would not be used for the plant.

26 Lewis stated he had an issue with the amortization schedule and he wanted to spread out the  
27 amortization schedule and prepay on the principal. Davis suggested letting staff run some scenarios  
28 on this and indicated this could be tabled.

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

31 **Motion passes unanimously.**

## 32 **8.0 G.2 Sunrise River JPA Amendments**

33 Davis stated the four members of the Sunrises River Water Management Organization (SRWMO)  
34 have been dealing with an issue over the funding formula for the organization since 2018. The City  
35 of Ham Lake has contested the equal split of the operating costs of the SRWMO and have proposed  
36 that these expenses be proportionally allocated based on land area of each member's acreage  
37 within the SRWMO boundaries. The other three members have held the position that these are  
38 fixed costs and their expenses should be the same for each member.

39 Davis indicated there have been six meetings to discuss this concern over the past year. A funding  
40 formula recommendation was supported by the members from Columbus, East Bethel, and  
41 Linwood at the September 14, 2023 SRWMO meeting. The City of Ham Lake had no elected  
42 representatives at the meeting but a follow up call by Janet Hegland, City of Columbus  
43 Councilperson and Chairperson of the SRWMO, was conducted on September 15, 2023, with Ham

1 Lake Mayor Brian Kirkham. Ms. Hegland reported that the call was productive and there may a  
 2 compromise solution to this matter.

3 Davis noted the proposed compromise would be to adopt the Scenario 1 percentages, as shown in  
 4 the table below, and dispose of the old formula which was based on market value and land area for  
 5 each city/township. In reviewing the percent contribution derived from Scenario 1 and the  
 6 previously recommended Scenario 4, the differences between the two formulas only varied by  
 7 approximately 1%-3%, depending on the municipality. Since the discussions have considered so  
 8 many options, the current SRWMO formula percentages in the table below are presented as a  
 9 consideration that seems to have support of all the parties:

10 Scenario 1 – Current SRWMO formula

	<b>Non-Operating</b>		<b>Operating</b>		
	%	Average SRWMO budget (last 5 yrs.)	%	Average SRWMO budget (last 5 Yrs.)	<b>Total</b>
<b>Community</b>					
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

11  
 12 Davis noted the proposed plan is to utilize the percentages above, rounded up to the nearest whole  
 13 number. These percentages would be utilized every year, without recalculating the Non-Operating  
 14 portion for shifts in market value. The Operating portion of the budget would be split equally  
 15 between the four communities (25% each). If there were significant boundary shifts in the future  
 16 that substantially reduced or increased the area of a community, the SRWMO can re-open the  
 17 discussion of adjusting the funding formula.

18 Davis stated to summarize, here are the major issues and proposed solutions over the last year that  
 19 will be presented in a revised JPA:

<b>Issue</b>	<b>Proposed Solution</b>
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.

Davis stated the City Council is requested to endorse the compromise proposal for the 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.

**Mundle stated I'll make a motion to endorse the compromise proposal for the Sunrise River Upper Management Organization (SRWMO) as to the funding formula, membership requirements, and budget ratifications amendment to the JPA and submit a notice of support for these items to the SRWMO Board. Miller stated I'll second.** Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

**9.0 – Other Items**

**9.0 A Staff Report**

Davis recommended cancelling the October 2 Work Meeting as there was nothing on the agenda.

Mundle stated one item Council needed to discuss at a meeting was advertising for a new City Administrator. Lewis stated that could be discussed at the next Council meeting.

Mundle recommended staff prepare an advertisement for discussion at the next Council meeting. Lewis stated he was working on something and would be prepared to discuss it at the next meeting.

**9.0 B Council Reports**

DeRoche requested an update on the Trailer Park CUP. Berg presented an update on the trailer park noting the City's Ordinance did not permit the expansion of legal non-conformities and under the City Code it only permits manufactured homes to be allowed in the B-3 Commercial District and not in the R-2 Residential District of the City. He indicated allowing an expansion was in violation of the City's Ordinance. He stated there might be avenues or legal ways to allow the expansion to happen though. He stated staff was unable to locate a CUP with any language of any kind for either of the manufactured home parks in any of the City records dating back to 1953.

DeRoche believed at some point the City had something in mind. He indicated he believed he had found the Minutes from 2012, but he could not find the rest of the Minutes. He requested the other part of the Minutes. Davis responded as to the agreement with Met Council there was never anything resolved in that the only thing that came out of that meeting was that the trailer park would be required to hook up and pay SAC charges for each individual trailer lot which would cost them over a million dollars, or there was a proposal that if what was in Village Green would give the City the property and the facility of wastewater treatment plants. He indicated it would be donated to the City and then it would be a City facility. He noted the City did not want to accept that because the City would have to have it for at least 30 days and there was concern about what might happen in the 30 days. He noted the bigger issue was the City did not want the responsibility of their collection system, which at the time was 45 to 50 years old, which could have a lot of inflow infiltration issues and this would mean higher treatment costs. He stated even worse was that if it exceeded a certain level, the Met Council could come in and make them repair or replace the system to correct it.

DeRoche noted the amendment made in 2012 was approved with only three Councilmembers and his point was that part of the amendment dealt with Village Green. He requested staff locate the Minutes. Berg noted the sewer connection system was a completely separate issue of the illegal

1 or the legal nonconformity of the zoning code of the trailer park or the manufactured homes. He  
2 indicated those were two completely separate legal issues.

3 DeRoche stated he understood that, but where was the paperwork when it was originally put  
4 together. He noted who was to say when they first put in the trailers that it wasn't their intention  
5 down the road to fill the whole thing up and they just had not done it yet. He noted if that was the  
6 case, why would they not be allowed to expand. He asked where was the original designs of what  
7 they had in mind. Berg stated he would send DeRoche the 300-page historical document he put  
8 together and shared with the City Attorney and if he wanted him to pull any of those items out of  
9 there, they could explore each one of those. He stated in terms of content, he had pulled meeting  
10 Minutes from both the Planning Commission and the City Council on this topic based on the date  
11 in the document.

12 DeRoche asked if Berg had found the document where it laid out the trailer park. Berg responded  
13 the State had permitted the use of trailers for different periods of time until it actually became an  
14 acceptable location to have a portion of a community. He summarized what he had found out  
15 about this property for Council.

16 DeRoche stated what troubled him was where was the documentation. Berg responded it was his  
17 assumption that there were some handshake agreements and allowables where there was no Code  
18 for it at the time, and as the Code became more evolved and these things existed, now they were  
19 non-conformities.

20 DeRoche stated he would need to do more research on this, but they had that part of the  
21 amendment that was made when that part of Village Green was going to hook up. Berg responded  
22 that was a separate item from the zoning.

23 DeRoche asked if they were allowed to hook up, would they still be non-conforming. Berg  
24 responded yes because the Zoning Code said they were not allowed to be there. However, they  
25 were there before the Zoning Code changed so they could continue to be there, but they cannot  
26 expand.

27 DeRoche stated their only option was to forget this or to come in for a variance. Berg responded  
28 in conversations with the City Attorney there were potential legal avenues for them.

29 DeRoche asked how much effort was being put into this and was this something staff was pursuing  
30 with them. Berg responded staff could encourage and cannot discourage an applicant from  
31 applying for something. He stated he has had numerous conversations with Mr. McCray on this  
32 and now it was up to the applicant to ask the City to move to the next level.

33 Davis stated most of the conversations have been by telephone with the last one being  
34 approximately two weeks ago.

35 Berg stated the question was whether staff could continue to research and find a CUP for them. He  
36 stated he had spent over 14 hours going through Minutes of Council meetings looking for any  
37 mention of trailer park manufacturers as well as preparing a 300-page document in the event they  
38 got to the point where they would need to make a legal decision.

39 Lewis noted there was also another illegal park with the same scenario. Berg stated they also did  
40 not have a CUP and they were in the same scenario. He noted he had not explored their sewer  
41 issue though.

1 Miller recognized the Park Commission for having a meeting with the residents on Coon Lake Beach  
2 where the Commission received a lot of great ideas from the residents. He thanked the residents for  
3 turning out for the meeting.

4 Miller stated he had attended the groundbreaking and trail dedication at the Cedar Creek Ecosystem  
5 Science Reserve. He indicated this was run by the University of Minnesota and visited by scientists  
6 and college students from all over the world. He indicated the area was amazing. He indicated there  
7 were a lot of public trails and activities there. He recommended the City promote this area. Davis  
8 responded the City had a good partnership and relationship with the Cedar Creek Ecosystem Science  
9 Reserve and the City had worked with them on certain projects.

10 Lewis acknowledged Miller's initiative on his own time in locating a grant source from the State to  
11 supplement what they were putting out as a City for playground equipment and playground  
12 development.

13 **9.0 C Other**

14 None.

15

16 **10.0 Adjourn**

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

19 Meeting adjourned at 9:00 PM.

20 Submitted by:

21 Kathy Altman

22 *TimeSaver Off Site Secretarial, Inc.*

Name	Address	Zip	PIN	Utility Due	Certification Charge	Interest 18% from 1/1/24 to 12/31/24	Total Certified	Annual Interest Rate	Term
	18600 ULYSSES ST NE	55011	32-33-23-24-0009	37.56	70.00	6.76	114.32	N/A	1 Year
	18581 BUCHANAN ST NE	55011	32-33-23-24-0005	105.36	70.00	18.96	194.32	N/A	1 Year
	24120 PIERCE ST NE	55005	29-34-23-23-0189	77.96	70.00	14.03	161.99	N/A	1 Year
	1060 FILLMORE CIR NE	55005	29-34-23-23-0178	97.72	70.00	17.59	185.31	N/A	1 Year
	24177 PIERCE ST NE	55005	29-34-23-23-0194	102.81	70.00	18.51	191.32	N/A	1 Year
	24250 PIERCE PATH NE	55005	29-34-23-23-0174	109.57	70.00	19.72	199.29	N/A	1 Year
	1116 243RD LANE NE	55005	29-34-23-22-0126	128.60	70.00	23.15	221.75	N/A	1 Year
	1046 FILLMORE CIR NE	55005	29-34-23-23-0177	139.91	70.00	25.18	235.09	N/A	1 Year
	1176 242ND WAY NE	55005	29-34-23-23-0205	278.50	70.00	50.13	398.63	N/A	1 Year
	24147 PIERCE ST NE	55005	29-34-23-23-0198	124.82	70.00	22.47	217.29	N/A	1 Year
	1024 243RD AVE NE	55005	29-34-23-23-0163	448.49	70.00	80.73	599.22	N/A	1 Year
	24229 PIERCE PATH NE	55005	29-34-23-23-0172	308.66	70.00	55.56	434.22	N/A	1 Year
	24230 PIERCE ST NE	55005	29-34-23-23-0180	676.31	70.00	121.74	868.05	N/A	1 Year
	24292 POLK ST NE	55005	29-34-23-23-0162	863.78	70.00	155.48	1,089.26	N/A	1 Year
	1139 243RD LN NE	55005	29-34-23-22-0122	1,093.28	70.00	196.79	1,360.07	N/A	1 Year
	1045 243RD AVE NE	55005	29-34-23-22-0106	1,094.93	70.00	197.09	1,362.02	N/A	1 Year
	1188 242ND WAY NE	55005	29-34-23-23-0206	1,251.14	70.00	225.21	1,546.35	N/A	1 Year
	1142 243RD LANE NE	55005	29-34-23-22-0124	1,292.06	70.00	232.57	1,594.63	N/A	1 Year
	24140 PIERCE ST NE	55005	29-34-23-23-0188	1,411.38	70.00	254.05	1,735.43	N/A	1 Year
	1119 PIERCE PATH NE	55005	29-34-23-22-0131	1,432.72	70.00	257.89	1,760.61	N/A	1 Year
	24235 FILLMORE CIR NE	55005	29-34-23-23-0170	1,653.82	70.00	297.69	2,021.51	N/A	1 Year
	1080 FILLMORE CIR NE	55005	29-34-23-23-0179	2,023.21	70.00	364.18	2,457.39	N/A	1 Year
	24384 POLK ST NE	55005	29-34-23-22-0091	2,215.45	70.00	398.78	2,684.23	N/A	1 Year
	19399 ABLE ST NE	55011	30-33-23-14-0032	61.85	70.00	11.13	142.98	N/A	1 Year
	903 193RD LANE NE	55011	30-33-23-14-0005	246.65	70.00	44.40	361.05	N/A	1 Year
	19435 ABLE ST NE	55011	30-33-23-14-0029	252.11	70.00	45.38	367.49	N/A	1 Year
	945 193RD LANE NE	55011	30-33-23-14-0051	259.02	70.00	46.62	375.64	N/A	1 Year
	917 193RD LANE NE	55011	30-33-23-14-0047	787.85	70.00	141.81	999.66	N/A	1 Year
	951 193RD LANE NE	55011	30-33-23-14-0052	1,251.15	70.00	225.21	1,546.36	N/A	1 Year
<b>Total</b>				<b>19,826.67</b>	<b>2,030.00</b>	<b>3,568.80</b>	<b>25,425.47</b>		

	Total # of Customers	Total # Delinquent	%
Whispering Aspen Residential Customers	101	21	21%
Viking Preserve Residential Customers	48	6	13%
Non-Residential Customers	31	2	6%
<b>Total</b>	<b>180</b>	<b>29</b>	<b>16%</b>

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

**RESOLUTION NO. 2023-69**

**SETTING PUBLIC HEARING DATE FOR DELINQUENT UTILITY ACCOUNTS  
THAT WILL BE CERTIFIED TO THE COUNTY AUDITOR FOR COLLECTION  
WITH 2024 PROPERTY TAXES**

**WHEREAS**, East Bethel Code of Ordinances, Chapter 74, Sec. 74-126 (b) provides for the collection of unpaid utility bills through the property tax system; and

**WHEREAS**, City Council must establish a certification cutoff date each year that will determine the appropriate certification amounts for delinquent accounts; and

**WHEREAS**, the attached list reflects the delinquent accounts assuming a certification cutoff date of September 30, 2023.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT THE COUNCIL:** That the following dates are set for delinquent accounts for 2023:

1. September 30, 2023 Certification cutoff date
2. November 13, 2023 Public Hearing date
3. November 15, 2023 Final Certification date

Adopted this 9<sup>th</sup> day of October 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

---

Kevin Lewis, Mayor

ATTEST:

---

Jack Davis, 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**

<b>A. Sworn Deputy Sheriff</b>		
1.)	7.6 Deputies at \$8,824 /month	804,785
2.)	7 Overtime (Average hours/month per Deputy)	48,751
<b>B. Non-Sworn C.S.O.</b>		\$0
<b>C. Benefits for Sworn and Non-Sworn Personnel</b>		
	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
<b>TOTAL PERSONNEL COSTS</b>		<b>\$1,173,066</b>

**II. VEHICLE**

<b>A. Police Equipped Vehicles</b>	0.83 Vehicles	41,500
<b>B. C.S.O. Vehicle</b>	0 Vehicle	0
<b>C. Maintenance Costs</b>		
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
<b>TOTAL VEHICLE COSTS</b>		<b>\$139,199</b>

**III. Administrative Costs**

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

**IV. TOTAL COST TO CONTRACTING MUNICIPALITY**

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

\*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



## LIABILITY COVERAGE WAIVER FORM

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. [Email completed form to your city's underwriter, to pstech@lmc.org](mailto:pstech@lmc.org), or fax to 651.281.1298.**

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: \_\_\_\_\_

*Check one:*

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_



**PAY ESTIMATE #2**  
**City of East Bethel**  
**183rd Avenue Surface Reconstruction Project**

**Base Bid**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00
2	REMOVE SIGN	3	EACH	\$ 25.00	\$ 75.00	3	\$ 75.00
3	REMOVE MAIL BOX SUPPORT	16	EACH	\$ 100.00	\$ 1,600.00	16	\$ 1,600.00
4	SAWING CONCRETE PAVEMENT - FULL DEPTH	35	LIN FT	\$ 12.00	\$ 420.00	36	\$ 432.00
5	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	309	LIN FT	\$ 5.00	\$ 1,545.00	248	\$ 1,240.00
6	REMOVE PIPE CULVERT	93	LIN FT	\$ 15.00	\$ 1,395.00	134	\$ 2,010.00
7	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	157	SQ YD	\$ 7.00	\$ 1,099.00	193	\$ 1,351.00
8	REMOVE CONCRETE DRIVEWAY PAVEMENT	23	SQ YD	\$ 10.00	\$ 230.00	41	\$ 410.00
9	EXCAVATION - SUBGRADE (EV)	1,524	CU YD	\$ 23.00	\$ 35,052.00	866	\$ 19,918.00
10	GEOGRID	7,000	SQ YD	\$ 7.65	\$ 53,550.00	7,143	\$ 54,643.95
11	SUBGRADE PREPARATION	56	ROAD STA	\$ 170.00	\$ 9,520.00	56	\$ 9,520.00
12	AGGREGATE BASE CLASS 5	500	TON	\$ 18.20	\$ 9,100.00	297.05	\$ 5,406.31
13	FULL DEPTH RECLAMATION	15,180	SQ YD	\$ 0.90	\$ 13,662.00	15,180	\$ 13,662.00
14	HAUL FULL DEPTH RECLAMATION (EV)	1,633	CU YD	\$ 9.00	\$ 14,697.00	2,076	\$ 18,684.00
15	MILL BITUMINOUS SURFACE	47	SQ YD	\$ 20.00	\$ 940.00	47	\$ 940.00
16	BITUMINOUS MATERIAL FOR TACK COAT	922	GALLONS	\$ 2.50	\$ 2,305.00	1,000	\$ 2,500.00
17	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	179	SQ YD	\$ 25.00	\$ 4,475.00	205.0	\$ 5,125.00
18	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	1,458	TON	\$ 80.00	\$ 116,640.00	1,517.06	\$ 121,364.80
19	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	1,944	TON	\$ 79.00	\$ 153,576.00	1,783.33	\$ 140,883.07
20	15" RC PIPE APRON	4	EACH	\$ 980.00	\$ 3,920.00	6	\$ 5,880.00
21	15" RC PIPE CULVERT	72	LIN FT	\$ 107.00	\$ 7,704.00	104	\$ 11,128.00
22	6" CONCRETE DRIVEWAY PAVEMENT	33	SQ YD	\$ 150.00	\$ 4,950.00	53	\$ 7,950.00
23	MAIL BOX SUPPORT	16	EACH	\$ 200.00	\$ 3,200.00	16	\$ 3,200.00
24	TRAFFIC CONTROL SUPERVISOR	1	LUMP SUM	\$ 500.00	\$ 500.00	1	\$ 500.00
25	TRAFFIC CONTROL	1	LUMP SUM	\$ 2,400.00	\$ 2,400.00	1	\$ 2,400.00
26	SIGN PANELS TYPE C	15.3	SQ FT	\$ 85.00	\$ 1,300.50	15.3	\$ 1,300.50
27	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM	\$ 1,000.00	\$ 1,000.00		\$ -
28	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$ 500.00	\$ 500.00	1	\$ 500.00
29	CULVERT END CONTROLS	2	EACH	\$ 150.00	\$ 300.00	2.0	\$ 300.00
30	SEDIMENT CONTROL LOG TYPE COMPOST	4,460	LIN FT	\$ 2.20	\$ 9,812.00	4,671	\$ 10,276.20
31	COMMON TOPSOIL BORROW	353	CU YD	\$ 60.00	\$ 21,180.00	314	\$ 18,840.00

**PAY ESTIMATE #2**  
**City of East Bethel**  
**183rd Avenue Surface Reconstruction Project**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
32	FERTILIZER TYPE 1	1,110	POUND	\$ 0.67	\$ 743.70	700	\$ 469.00
33	SEEDING	3.7	ACRE	\$ 425.00	\$ 1,572.50	2.6	\$ 1,105.00
34	HYDRAULIC BONDED FIBER MATRIX	11,445	POUND	\$ 0.85	\$ 9,728.25	7,500	\$ 6,375.00
35	SEED, MIXTURE 25-121	451	POUND	\$ 4.85	\$ 2,187.35	300	\$ 1,455.00
36	4" SOLID LINE MULTI-COMPONENT	11,200	LIN FT	\$ 0.31	\$ 3,472.00		\$ -
37	4" DOUBLE SOLID LINE MULTI-COMPONENT	5,600	LIN FT	\$ 0.62	\$ 3,472.00		\$ -
38	24" SOLID LINE MULTI-COMPONENT	12	LIN FT	\$ 7.00	\$ 84.00		\$ -
<b>Total Base Bid</b>					<b>\$ 517,907.30</b>		<b>\$ 491,443.83</b>

**Contractor's Application for Payment No.**

--

<b>To (Owner):</b> City of East Bethel	<b>Application Period:</b> Final	<b>Application Date:</b> August 17, 2023
<b>Project:</b> 2022 Street Surface Improvement Project	<b>From (Contractor):</b> Rum River Contracting	<b>Via (Engineer):</b> Hakanson Anderson

**Application For Payment  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
<b>TOTALS</b>		\$0.00
<b>NET CHANGE BY CHANGE ORDERS</b>		\$0.00

<b>1. ORIGINAL CONTRACT PRICE.....</b>	\$	\$391,964.59
<b>2. Net change by Change Orders.....</b>	\$	\$0.00
<b>3. Current Contract Price (Line 1 ± 2).....</b>	\$	\$391,964.59
<b>4. TOTAL COMPLETED AND STORED TO DATE</b>	\$	\$360,578.88
<b>5. RETAINAGE:</b>		
a. 0%           X       Work Completed.....	\$	\$0.00
b. 0%           X       Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$0.00
<b>6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....</b>	\$	\$360,578.88
<b>7. LESS PREVIOUS PAYMENTS.....</b>	\$	\$353,396.81
<b>8. AMOUNT DUE THIS APPLICATION.....</b>	\$	\$7,182.07

<b>Contractor's Certification</b>	
The undersigned Contractor certifies, to the best of its knowledge, the following:	
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;	
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and	
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
<b>Contractor Signature</b>	
By:	Date: 8.21.23

**ENGINEER: HAKANSON ANDERSON**  
 Certification: We recommend payment for work and quantities shown.

8/17/23

(Engineer)
Date

**OWNER: CITY OF EAST BETHEL**

(Owner)
Date

**FINAL PAYMENT**  
**City of East Bethel**  
**2022 Street Surface Improvement Project**

**Base Bid**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00
2	SAWING CONCRETE PAVEMENT - FULL DEPTH	23	LIN FT	\$ 9.00	\$ 207.00	23	\$ 207.00
3	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	733	LIN FT	\$ 9.00	\$ 6,597.00	50	\$ 450.00
4	REMOVE PIPE CULVERT	156	LIN FT	\$ 15.00	\$ 2,340.00	156	\$ 2,340.00
5	REMOVE BITUMINOUS PAVEMENT	433	SQ YD	\$ 4.00	\$ 1,732.00	433	\$ 1,732.00
6	REMOVE CONCRETE PAVEMENT	18	SQ YD	\$ 25.00	\$ 450.00		\$ -
7	REMOVE CONCRETE RETAINING WALL	1	LUMP SUM	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00
8	AGGREGATE BASE CLASS 5	132	TON	\$ 29.00	\$ 3,828.00	18	\$ 522.00
9	MILL BITUMINOUS SURFACE (SPECIAL)	7335	SQ YD	\$ 3.17	\$ 23,251.95	7,335	\$ 23,251.95
10	MILL BITUMINOUS SURFACE 1.5"	257	SQ YD	\$ 9.00	\$ 2,313.00	257	\$ 2,313.00
11	BITUMINOUS MATERIAL FOR TACK COAT	2313	GALLONS	\$ 2.64	\$ 6,106.32	1,980	\$ 5,227.20
12	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 2.5" THICK	221	SQ YD	\$ 29.12	\$ 6,435.52	200	\$ 5,824.00
13	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	3160	TON	\$ 80.98	\$ 255,896.80	2,834.11	\$ 229,506.23
14	CONCRETE FLUME	2	EACH	\$ 4,500.00	\$ 9,000.00	2	\$ 9,000.00
15	15" RC PIPE APRON	2	EACH	\$ 2,400.00	\$ 4,800.00	2	\$ 4,800.00
16	15" RC PIPE SEWER DESIGN 3006 CLASS V	83	LIN FT	\$ 85.00	\$ 7,055.00	83	\$ 7,055.00
17	CASTING ASSEMBLY	2	EACH	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00
18	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	11	LIN FT	\$ 563.00	\$ 6,193.00	11	\$ 6,193.00
19	GEOTEXTILE FILTER TYPE 7	150	SQ YD	\$ 7.00	\$ 1,050.00	200	\$ 1,400.00
20	RANDOM RIPRAP CLASS III	60	CU YD	\$ 60.00	\$ 3,600.00	60	\$ 3,600.00
21	6" CONCRETE DRIVEWAY PAVEMENT	12	SQ YD	\$ 75.00	\$ 900.00	51	\$ 3,825.00
22	BITUMINOUS CURB	383	LIN FT	\$ 11.00	\$ 4,213.00	560	\$ 6,160.00
23	SALVAGE RETAINING WALL	160	SQ FT	\$ 32.00	\$ 5,120.00	160	\$ 5,120.00
24	TRAFFIC CONTROL	1	LUMP SUM	\$ 4,150.00	\$ 4,150.00	1	\$ 4,150.00
25	STORM DRAIN INLET PROTECTION	2	EACH	\$ 150.00	\$ 300.00	1	\$ 150.00
26	SILT FENCE; TYPE MS	30	LIN FT	\$ 15.00	\$ 450.00		\$ -
27	COMMON TOPSOIL BORROW	200	CU YD	\$ 18.00	\$ 3,600.00	200	\$ 3,600.00
28	FERTILIZER TYPE 1	150	POUND	\$ 1.00	\$ 150.00	225	\$ 225.00
29	ROLLED EROSION PREVENTION CATEGORY 25	160	SQ YD	\$ 2.25	\$ 360.00	160	\$ 360.00
30	SEEDING	0.5	ACRE	\$ 600.00	\$ 300.00	1.75	\$ 1,050.00
31	HYDRAULIC BONDED FIBER MATRIX	1750	POUND	\$ 0.62	\$ 1,085.00	2,750	\$ 1,705.00
32	SEED, MIXTURE 25-121	74	POUND	\$ 6.50	\$ 481.00	125	\$ 812.50
<b>Total Base Bid</b>					<b>\$ 391,964.59</b>		<b>\$ 360,578.88</b>

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



**Date:** October 9th, 2023

**Agenda Item Number:** 7.0 A.1

**Agenda Item:** Variance Request – Frontage Reduction – 185xx 3rd St NE – Dave Wills

**Requested Action:** Consider a variance request for a frontage/ lot line reduction at the Right of Way for an Administrative Subdivision in Oak Grove.

**Background Information:** This property is located in the City of Oak Grove abutting the Bear Hollow subdivision in a Rural Residential Zone of East Bethel. The property is approximately 40 acres and is located adjacent to the right of way on 3<sup>rd</sup> St NE (PID #36-33-24-14-0001). The applicant is looking to subdivide the property to build two single family homes. The City of Oak Grove has advised the applicant that permission from the City of East Bethel would be required prior to moving forward with a subdivision application.

The East Bethel City Code Appendix A- Section 42 -7. A (2) – Rural Residential Development regulations require a minimum lot width of 200 feet at the public right of way.

The applicants parcel has a total of 105.88 feet of frontage on the 3<sup>rd</sup> St NE Right of Way and he is requesting a variance to the standard of 200 feet of frontage to a reduction of 52.94 feet in order to subdivide the property allowing for two (2) access points/ driveways through the East Bethel 3<sup>rd</sup> St NE Right of Way to the parcel located in Oak Grove.

**Sec. 4 - 10. - Variances.** To hear requests for variances from the literal provisions of the ordinance in instances where their strict enforcement would cause practical difficulties because of circumstances unique to the individual property under consideration, and to grant such variances only when it is demonstrated that such actions will be in keeping with the spirit and intent or the ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by an official control; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties.

**Planning Commission:** On September 26, 2023, the Planning Commission Meeting held a Public Hearing. Eight residents of the Bear Hollow Subdivision attended and voiced their concerns about added traffic, driveway proximity, road repair and maintenance, tree clearing, utilization of city resources without the ability to collect tax revenue, and emergency response times. The applicant/ owner was provided an opportunity to respond to the concerns. At the conclusion of the Public Hearing the Planning Commission made a findings of fact and recommendation to the City Council to deny the variance request as presented in Resolution 2023-68 B.

**Recommendation:** City Council should review the variance request, consider the Planning Commission's formal recommendation and approve or deny the variance as presented in resolution 2023-68 A or 2023-68 B.

If the variance request is denied under Sec. 4, Sub. 10. I. Reapplication, *No application for a variance for a particular use on a particular parcel shall be resubmitted for a period of one year from the date of denial of the previous application unless a decision to reconsider such matter is made by a majority vote of the full City*

*Council.* The applicant is requesting a reconsideration decision be made in order for him to reapply for a variance for a Front Lot Line reduction from 200 feet to 105.88 feet, for a single access point as appose to two in his current request.

**Attachments:**

1. A. Approval Resolution 2023-68  
B. Denial Resolution 2023-68
2. Location Map
3. Aerial Map
4. Survey of Proposed Subdivision

**City Council Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

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

**RESOLUTION NO. 2023-68**

A RESOLUTION GRANTING A VARIANCE FOR A REDUCTION IN FRONTAGE REQUIREMENTS FROM 200 FEET AT THE RIGHT OF WAY TO 52.94 FEET AT THE RIGHT OF WAY FOR PARCEL A AND 52.94 FEET FOR PARCEL B FOR THE CREATION OF NEW RESIDENTIAL LOTS ON PROPERTY LOCATED AT PIN: 36-33-24-14-0001.

THE SE1/4 OF NE1/4 OF SEC 36 TWP 33 RGE 24, SUBJ TO EASE OF REC

WHEREAS, the property owner requested a variance for a the reduction of required frontage at the right-of-way for an administrative subdivision of the property, and;

WHEREAS, the Planning and Zoning Commission held a public hearing on September 26, 2023; and,

WHEREAS, the Planning and Zoning Commission finds the request:

1. Is a reasonable use of the property;
  - The property owners request is a reasonable for a reduction of frontage, as the lot only has 105.88 feet of frontage available due to the construction of the road and its proximity to the city boundary line.
2. Is a unique situation to this property due to circumstances not caused by the landowner;
  - This property is unique in that it is bisected diagonally by wetland that limit access from the westerly side.
3. Will not have a negative effect the characteristic of the neighborhood;
  - Due to the city boundary and wetlands throughout the Bear Hollow subdivision there are numerous irregular shaped parcels with varying lot frontages, including cul-de-sac lots with reduced front lot widths.

WHEREAS, the Planning and Zoning Commission recommends to the City Council approval of the variance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the variance to allow for a frontage reduction from 300 feet to 52.94 feet at the right of way for Parcel A and 52.94 feet at the right-of-way for Parcel B at a residential property located at 185XX 3<sup>RD</sup> ST NE for the creation of two new residential lots with the following conditions:

1. The variance is contingent on the approval of the Administrative Subdivision by the City Council of the City of Oak Grove.
2. Property owner must obtain driveway access permits, complete all necessary requirements and inspections as required by East Bethel City Code.

Adopted this 9<sup>th</sup> day of October, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

\_\_\_\_\_  
Kevin Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Jack Davis, City Administrator

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

**RESOLUTION NO. 2023-68**

A RESOLUTION **DENYING** A VARIANCE FOR A REDUCTION IN FRONTAGE REQUIREMENTS FROM 200 FEET AT THE RIGHT OF WAY TO 52.94 FEET AT THE RIGHT OF WAY FOR PARCEL A AND 52.94 FEET FOR PARCEL B FOR THE CREATION OF NEW RESIDENTIAL LOTS ON PROPERTY LOCATED AT PIN: 36-33-24-14-0001.

THE SE1/4 OF NE1/4 OF SEC 36 TWP 33 RGE 24, SUBJ TO EASE OF REC

WHEREAS, the property owner requested a variance for a the reduction of required frontage at the right-of-way for a subdivision of the property, and;

WHEREAS, the Planning and Zoning Commission held a public hearing on September 26, 2023; and,

WHEREAS, the Planning and Zoning Commission finds the request:

1. Is not a reasonable use of the property;
  - The property owners request is not a reasonable for a reduction of frontage, as the parcel only has 105.88 feet of frontage and was not constructed with the intent to provide access to the west.
2. Is a unique situation to this property due to circumstances not caused by the landowner;
  - Although this property is unique in that it is bisected diagonally by wetland limiting access from the easterly side the owner could seek permissions from MN Board of Water and Soil Resources and other regulatory entities to cross the wetland.
3. Will have a negative effect the characteristic of the neighborhood;
  - More that 90 percent of the lots in the Bear Hollow subdivision meet the 200 foot standard for front lot widths.

WHEREAS, the Planning and Zoning Commission recommends to the City Council denial of the variance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby denies the variance to allow for a frontage reduction from 300 feet to 52.94 feet at the right of way for Parcel A and 52.94 feet at the right-of-way for Parcel B at a residential property located at 185xx 3<sup>RD</sup> ST NE for the creation of two new residential lots.

Adopted this 9<sup>th</sup> day of October, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

---

Kevin Lewis, Mayor

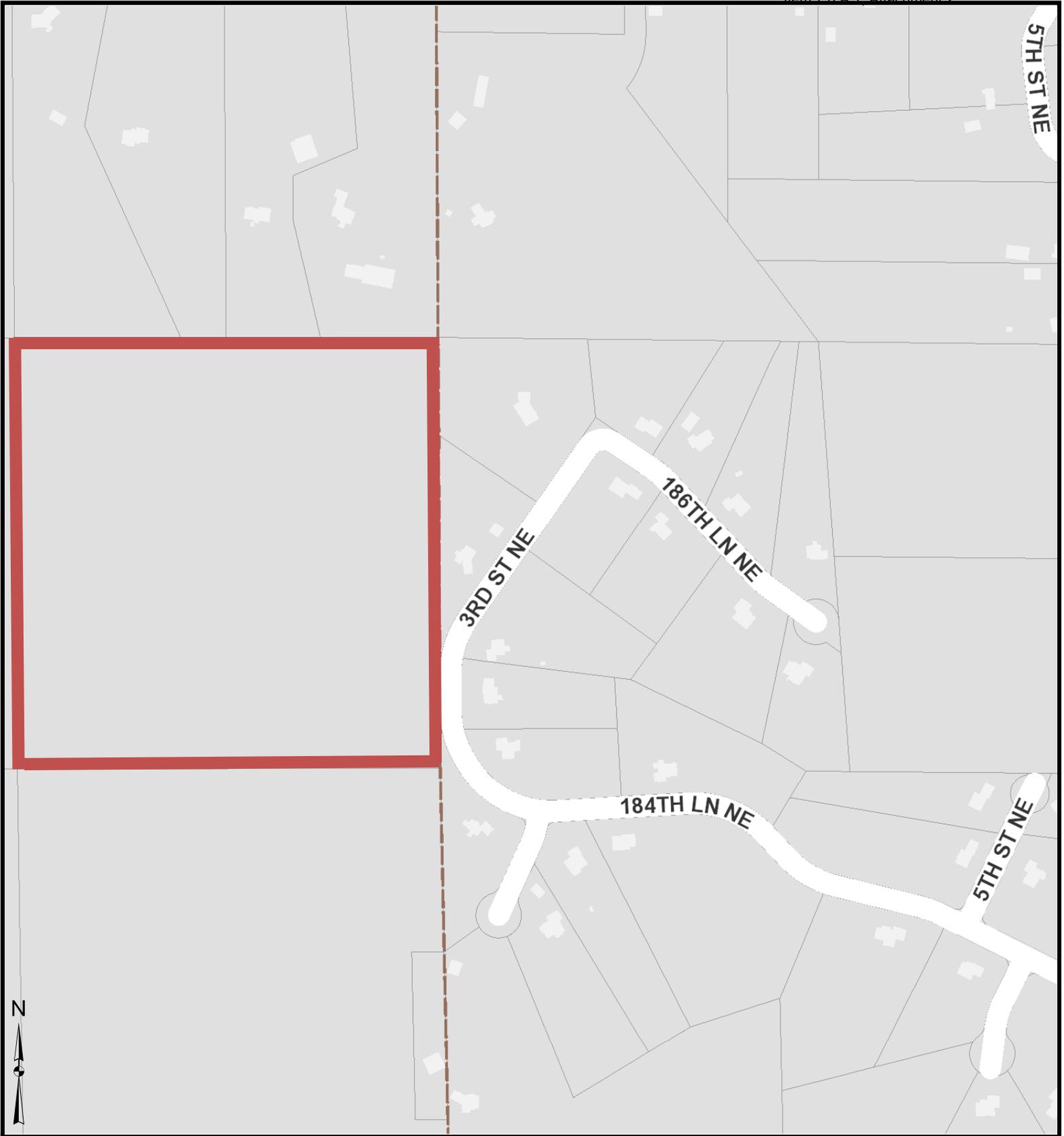
ATTEST:

---

Jack Davis, City Administrator

# 185XX 3rd St NE - Location Map

Item 7.0.A.1 - Attachment 2



**Parcel Information:**

36-33-24-14-0001

OAK GROVE

MN 55011

Plat:

Approx. Acres: 39.65465197

Commissioner: MIKE GAMACHE

**Owner Information:**

WILLS DAVID

145 SWAN LAKE LN NW

CEDAR

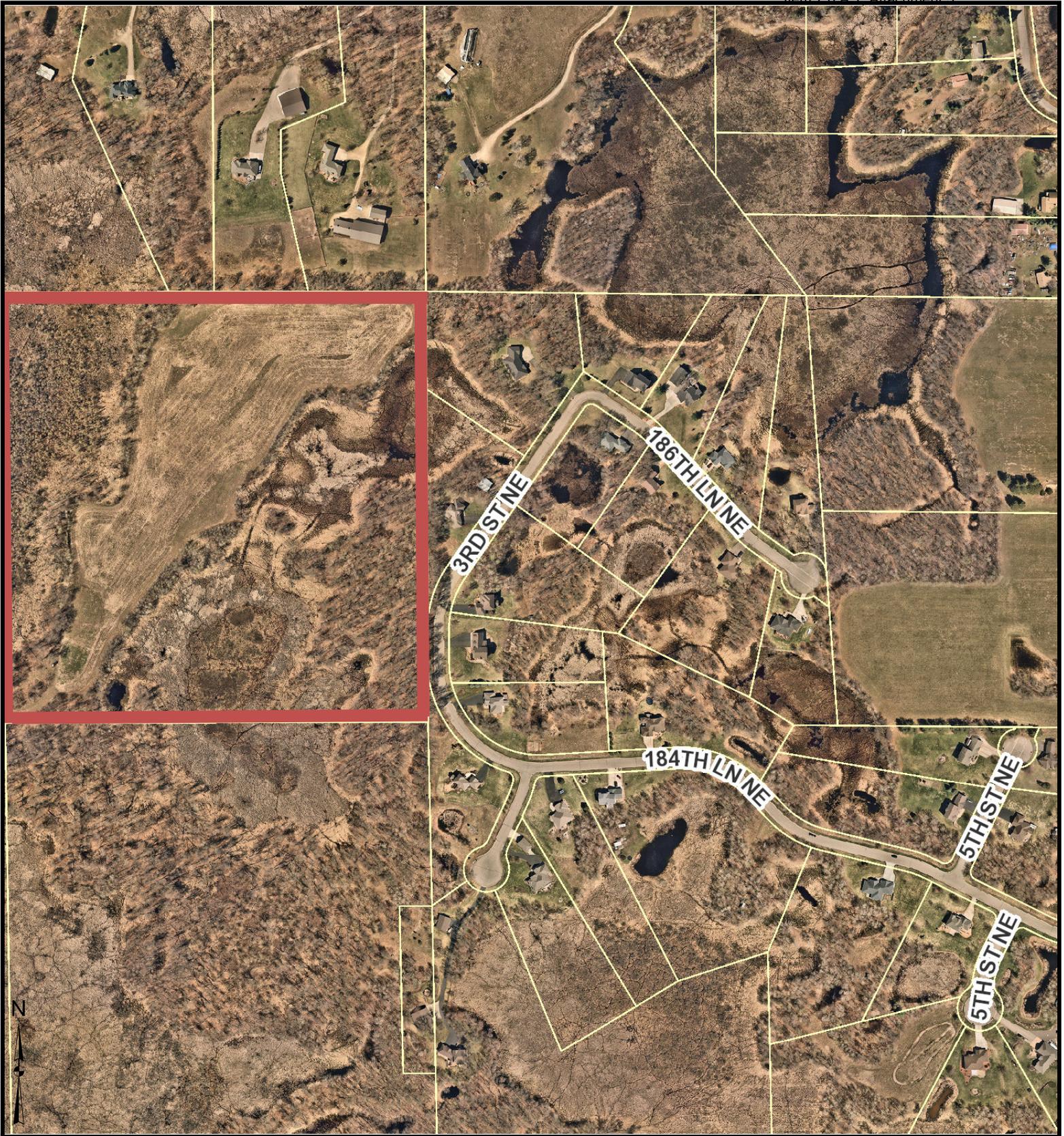
MN

55011



# 185XX 3rd St NE - Aerial Map

Item 7.0.A.1 Attachment 3



**Parcel Information:**

36-33-24-14-0001

OAK GROVE

MN 55011

Plat:

Approx. Acres: 39.65465197

Commissioner: MIKE GAMACHE

**Owner Information:**

WILLS DAVID

145 SWAN LAKE LN NW

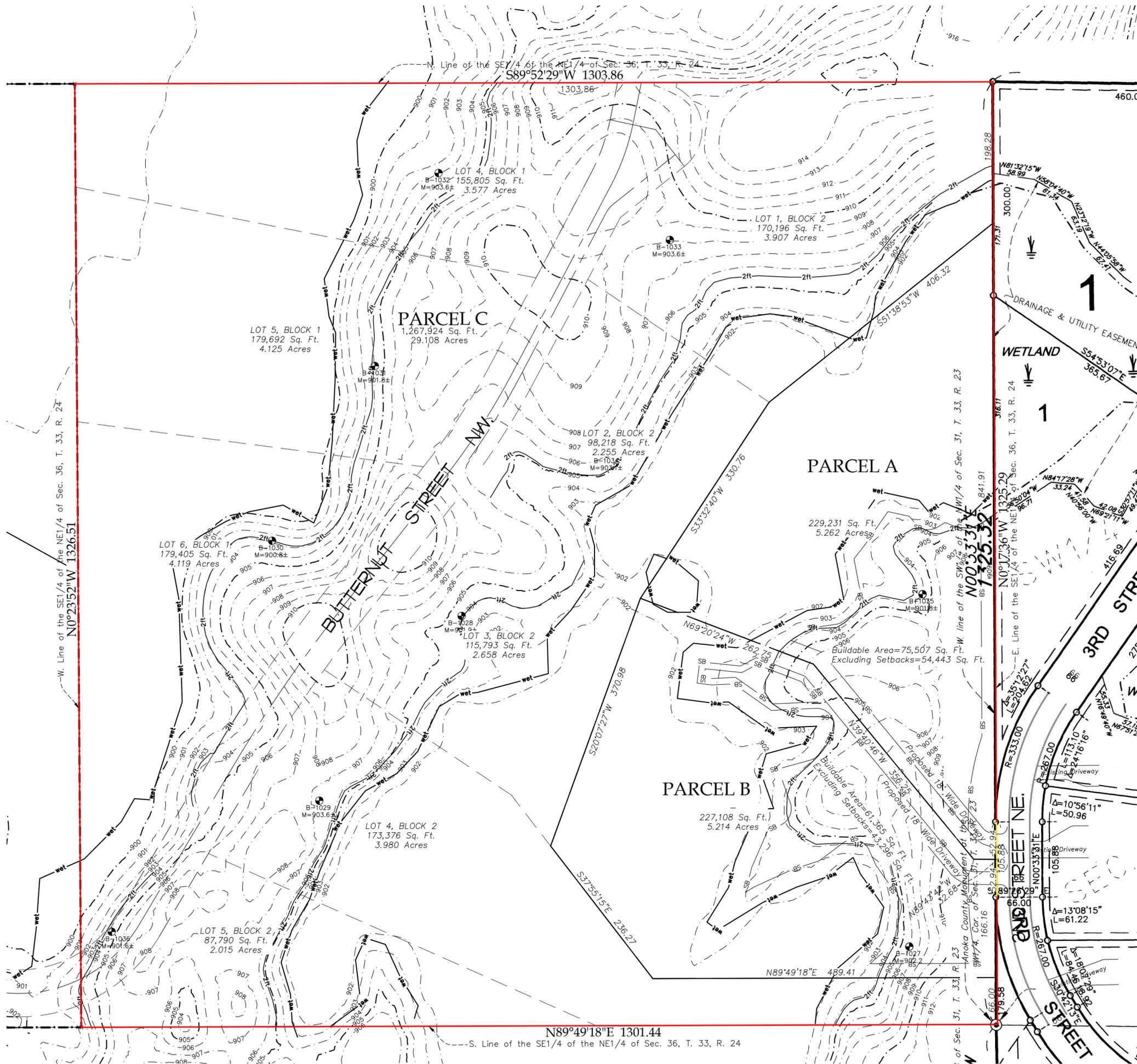
CEDAR

MN

55011



# MINOR SUBDIVISION FOR: David Wills



EXISTING DESCRIPTION (David Wills) 36-33-24-14-0001 185XX 3rd Street NE, Oak Grove, MN 55011:

The Southeast Quarter of the Northeast Quarter of Section 36, Township 33, Range 24, Anoka County, Minnesota.

### NOTES

- Bearings shown are based on assumed datum.
- No field survey was conducted at this time as part of the preparation of this drawing.
- This survey was prepared without the benefit of full Titlework. Easements, appurtenances and encumbrances may exist in addition to those shown hereon. This survey is subject to revision upon receipt of a final title insurance commitment or attorneys title opinion.

### LEGEND

- DENOTES EXISTING CONTOUR BASED ON MN--TOPO LIDAR DATA.
- wet DENOTES WETLAND BASED ON REPORT BY KJOLHAUG ENVIRONMENTAL COMPANY, INC. DATED SEPTEMBER 07, 2018.
- 2ft DENOTES BUILDABLE AREA BOUNDARY BASED ON LIDAR DATA.
- DENOTES GRAVEL
- DENOTES UTILITY POLE
- ohw DENOTES OVERHEAD WIRE
- DENOTES SOIL BORING BY MARK TRADEWELL AUG. 29TH, 2018,
- DENOTES LOCATION BASED ON DRAWING BY CARLSON-MCCAIN.

## NORTH

### GRAPHIC SCALE



( IN FEET )

1 inch = 100 feet

JOB #22834SP

FEE OWNER & DEVELOPER: David Wills  
 Counselor Realty/Price Custom Homes  
 3200 Main St. NW, Suite 240  
 Coon Rapids MN 55448  
 (763) 670-3678

SURVEYOR: ACRE LAND SURVEYING, INC.  
 26450 RUM RIVER DRIVE NW,  
 ISANTI, MN 55040  
 Lyle . Reynolds, PLS (763) 439-2702 CELL

PROPOSED: A Minor Subdivision, the final result of which will be 1 Parcel to be used for Single Family Residential purposes and 1 Parcel for future development.

TOTAL ACREAGE: 1,727,174 SQ. FT. 39.650 Acres

EXISTING ZONING: SFR (Single Family Residential)

MINIMUM LOT SIZE: 2.5 Acres

BUILDING SETBACKS:

- FRONT: 40 feet
- SIDE: 20 feet
- WETLAND: 25 feet
- REAR: 50 feet

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

*Lyle C. Reynolds*  
 Lyle C. REYNOLDS

8-30-2023 Add more Driveway Detail  
 Date: 8-22-2023 Reg. No. 13072

**ACRE LAND SURVEYING, INC.**  
 26450 Rum River Drive NW,  
 Isanti, MN 55040  
 763-439-2702 | [lr.acrelandsurvey@gmail.com](mailto:lr.acrelandsurvey@gmail.com)

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



**Date:** October 9, 2023

**Agenda Item Number:** Item 8.0 G.1

**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 approved 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 \$2,000,000. 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 with the MCES that was approved in the 2015 amendment 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 City Sewer Fund as the source of money to pay this loan and that payment was included in the approved 2024 Preliminary Budget.

Going forward with a ten year amortization period (Attachment 2), 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 2 presents an amortization schedule for a 10 year term and with an annual payment of \$231,241.76 and total interest paid of \$312,417.63.

Attachment 3 presents an amortization schedule for a 15 year term and with an annual payment of \$164,278.43 and total interest paid of \$464,176.43.

Attachment 4 presents an amortization schedule for a 20 year term and with an annual payment of \$131,098.09 and total interest paid of \$621,961.89.

Attachment 5 summarizes these schedules and the potential for savings assuming unchanged constants as presented in the scenarios.

**Attachment (s):**

Attachment 1 –2023 Reserve Capacity Loan Projections – Clean Copy

Attachment 2- Proposed Reserve Capacity Loan 10 Year Amortization Schedule

Attachment 3 - Proposed Reserve Capacity Loan 15 Year Amortization Schedule

Attachment 4 - Proposed Reserve Capacity Loan 20 Year Amortization Schedule

Attachment 5 – Amortization Schedule Comparison and Considerations

Attachment 6 – METC RCL Contract Amendment (9-16-2015)

**Fiscal Impact:** As noted above

**Recommendation(s):** Staff requests Council consider approval of a loan repayment schedule from those presented in Attachments 2-4, for Agenda Item 8.0 G.1 in the October 9, 2023 City Council Meeting packet.

**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

## 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	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	-	-	-	-	3.6%	-	-	-	(42,560)
2013	2,600	-	40	40	-	(42,560)	142,500	-	3.6%	-	-	-	99,940
2014	2,720	50	8	(42)	136,000	99,940	197,470	20,735	3.6%	3,598	-	-	280,273
2015	2,850	59	9	(50)	168,150	280,273	235,690	24,773	3.6%	10,090	-	-	501,280
2016	3,185	69	7	(62)	219,765	501,280	210,210	26,153	3.6%	18,046	-	-	703,384
2017	3,185	81	7	(74)	257,985	703,384	(79,625)	33,109	3.6%	25,322	-	-	615,971
2018	3,185	95	29	(66)	302,575	615,971	283,465	38,069	3.6%	22,175	-	-	883,542
2019	3,185	111	136	25	353,535	883,542	114,660	34,948	3.6%	31,808	-	-	995,062
2020	3,185	130	41	(89)	414,050	995,062	547,820	48,254	3.6%	35,822	-	-	1,530,450
2021	3,185	152	116	(36)	484,120	1,530,450	608,335	63,188	3.6%	55,096	-	-	2,130,693
2022	3,185	178	6	(172)	566,930								
2023	3,185	208	17	(191)	662,480								

**City of East Bethel  
MCEC 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>		

**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 15  
 Annual Payment 164,278.43

**Amortization Schedule**

#	Payment Date	Loan Balance	Principal	Interest	Payment	Balance @ 12/31
1	12/31/24	2,000,000.00	109,678.43	54,600.00	164,278.43	1,890,321.57
2	12/31/25	1,890,321.57	112,672.65	51,605.78	164,278.43	1,777,648.92
3	12/31/26	1,777,648.92	115,748.61	48,529.82	164,278.43	1,661,900.31
4	12/31/27	1,661,900.31	118,908.55	45,369.88	164,278.43	1,542,991.76
5	12/31/28	1,542,991.76	122,154.75	42,123.68	164,278.43	1,420,837.01
6	12/31/29	1,420,837.01	125,489.58	38,788.85	164,278.43	1,295,347.43
7	12/31/30	1,295,347.43	128,915.44	35,362.98	164,278.43	1,166,431.99
8	12/31/31	1,166,431.99	132,434.83	31,843.59	164,278.43	1,033,997.16
9	12/31/32	1,033,997.16	136,050.31	28,228.12	164,278.43	897,946.85
10	12/31/33	897,946.85	139,764.48	24,513.95	164,278.43	758,182.37
11	12/31/34	758,182.37	143,580.05	20,698.38	164,278.43	614,602.32
12	12/31/35	614,602.32	147,499.78	16,778.64	164,278.43	467,102.54
13	12/31/36	467,102.54	151,526.53	12,751.90	164,278.43	315,576.01
14	12/31/37	315,576.01	155,663.20	8,615.23	164,278.43	159,912.81
15	12/31/38	159,912.81	159,912.81	4,365.62	164,278.43	0.00
		<u>2,000,000.00</u>		<u>464,176.41</u>		

**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 20  
Annual Payment 131,098.09

**Amortization Schedule**

#	Payment Date	Loan Balance	Principal	Interest	Payment	Balance @ 12/31
1	12/31/24	2,000,000.00	76,498.09	54,600.00	131,098.09	1,923,501.91
2	12/31/25	1,923,501.91	78,586.49	52,511.60	131,098.09	1,844,915.41
3	12/31/26	1,844,915.41	80,731.90	50,366.19	131,098.09	1,764,183.51
4	12/31/27	1,764,183.51	82,935.88	48,162.21	131,098.09	1,681,247.63
5	12/31/28	1,681,247.63	85,200.03	45,898.06	131,098.09	1,596,047.59
6	12/31/29	1,596,047.59	87,526.00	43,572.10	131,098.09	1,508,521.60
7	12/31/30	1,508,521.60	89,915.45	41,182.64	131,098.09	1,418,606.14
8	12/31/31	1,418,606.14	92,370.15	38,727.95	131,098.09	1,326,235.99
9	12/31/32	1,326,235.99	94,891.85	36,206.24	131,098.09	1,231,344.14
10	12/31/33	1,231,344.14	97,482.40	33,615.70	131,098.09	1,133,861.74
11	12/31/34	1,133,861.74	100,143.67	30,954.43	131,098.09	1,033,718.07
12	12/31/35	1,033,718.07	102,877.59	28,220.50	131,098.09	930,840.48
13	12/31/36	930,840.48	105,686.15	25,411.95	131,098.09	825,154.33
14	12/31/37	825,154.33	108,571.38	22,526.71	131,098.09	716,582.95
15	12/31/38	716,582.95	111,535.38	19,562.71	131,098.09	605,047.57
16	12/31/39	605,047.57	114,580.30	16,517.80	131,098.09	490,467.28
17	12/31/40	490,467.28	117,708.34	13,389.76	131,098.09	372,758.94
18	12/31/41	372,758.94	120,921.78	10,176.32	131,098.09	251,837.17
19	12/31/42	251,837.17	124,222.94	6,875.15	131,098.09	127,614.23
20	12/31/43	127,614.23	127,614.23	3,483.87	131,098.09	(0.00)
			<u>2,000,000.00</u>	<u>621,961.89</u>		

Attachment 5 – Schedule Comparisons

**RCL AMORTIZATION SCHEDULE COMPARISON**

<u>Term</u>	<u>Loan Interest Rate</u>	<u>Total Loan Interest</u>	<u>P/I Annual Payment</u>	<u>Return Interest *</u>
10 Year	2.73%	\$321,417.63	\$231,241.76	-----
15 Year	2.73%	\$464,170.41	\$164,278.43	\$604,000
20 Year	2.73%	\$621,961.89	\$131,098.09	\$814,000

\*Return interest is the amount required to balance the interest paid with the interest that could be earned with investment of the decrease in annual payment over the longer loan term payoff. This number has been calculated using an annual interest rate of 3.5% and a contribution to an investment account of the difference between the 10 year annual payment and the 15 and 20 year payments. Assuming the interest rate remains constant and the annual contribution to the account remains unchanged, the following would be the additional savings:

<u>Term</u>	<u>Total Loan Interest</u>	<u>Return Interest *</u>	<u>Savings</u>
10 Year	\$321,418	-----	-0-
15 Year	\$464,170	\$604,000	\$139,830
20 Year	\$621,961	\$814,000	\$192,039

Note: These numbers can be vary due to changes in interest rates and the discipline of committing the annual payment differences to be used exclusively for deposit in the investment account.

**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:** \_\_\_\_\_

<b>EXHIBIT A REVISED</b>			
<b>FINAL CAPITAL COSTS FOR</b>			
<b>EAST BETHEL WASTEWATER TREATMENT FACILITIES</b>			
	<b>Reuse (1)</b>	<b>Non Reuse</b>	<b>Total</b>
<b>Water Reclamation Plant</b>			
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
<b>Reclaimed Distribution Line and Application Basins (5)</b>			
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
<b>Total</b>	<b>\$9,482,681</b>	<b>\$16,302,455</b>	<b>\$25,785,136</b>
<b>Wastewater Reuse Demonstration Total</b>			<b>\$9,482,681</b>
<b>Wastewater Treatment Plant Total (capital costs in the E.B. cost pool)</b>			<b>\$16,302,455</b>

**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:** October 9, 2023

**Agenda Item Number:** Item 8.0 G.2

**Agenda Item:** City Administrator Job Description

**Background Information:**

Council member Brian Mundle has requested that the job description for the City Administrator be added to the agenda for the October 9, 2023 council meeting. The current description was approved on January 24, 2022 replacing the one adopted in 2003. As there will be a change of personnel in this position, effective January 1, 2024, council may wish to review and update the job description.

**Attachment(s):**

Attachment 1 – Job Description -2003

Attachment 2 – Current Job Description 2022

Attachment 3 – Other Position Considerations

**Fiscal Impact:**

To be determined

**Recommendation(s):**

Staff is seeking direction as to any updates to the City Administrator job description and any further directives as to the process of filling the position.

<b><i>CITY OF EAST BETHEL</i></b>	<b><i>JOB DESCRIPTION</i></b>
<b>Job Description Title:</b> City Administrator	<b>FLSA Status:</b> Exempt
<b>Department/Division:</b> Administration	<b>Position Status:</b> Regular Full-Time
<b>Accountable To:</b> City Council	<b>Salary Grade:</b>
<b>Prepared By:</b>	<b>Revision Date:</b> April 10, 2003

### **Job Summary:**

As the Chief Administrative Officer of the City, the City Administrator provides leadership to the City staff and helps the City Council to define, establish and attain overall goals and objectives of local government. The City Administrator is responsible for supervising City Staff and consultants and is responsible for the management of all functions directly or through department heads. The City Administrator is responsible for delivering quality service to citizens and is responsible for compliance with all legislative, judicial and administrative obligations established by higher authority.

### **Scope of Responsibility:**

The City Administrator is directly or indirectly responsible for all functions of the City. There are 15 full-time, four part-time employees and several seasonal employees. The annual operating budget is more than \$4.0 million and the total funds balance at year-end is \$2.1 million.

### **Essential Duties and Responsibilities:**

1. Using knowledge of the scope of services provided by local government and personal leadership skills the Administrator communicates with the City Council to develop priorities for new and existing activities of government.
  - 1.1 Evaluates services provided by the City and develops options for improving services or matching services more closely to citizen needs.
  - 1.2 Educates the City Council about City services and presents optional approaches for improvement of services.
  - 1.3 Directs research at the request of the Council and presents analysis of the strengths and weaknesses of various options.
  - 1.4 Seeks to identify common ground among competing interests and facilitates a productive working relationship among staff and Council.
  - 1.5 Takes a leadership role in projects involving development initiatives approved by the Council.
  - 1.6 Negotiates and administers contracts for City services with outside agencies.
2. Directly supervises the finance function of the City, maintaining all official accounting records so they conform to generally accepted government accounting principles and give an accurate and current statement of the City financial condition.
  - 2.1 Analyzes, interprets, and communicates financial operating results for the information and guidance of the Council, and provides fiscal direction to City departments.
  - 2.2 Ensures that financial records and budgets are maintained and that Council is properly advised regarding the fiscal position of the City.
  - 2.3 Provides leadership in budget preparation under the direction of the City Council.

- 2.4 Administers the annual budget and recommends changes in spending on a program or projects basis ~~line-items~~ based on changing conditions in order to balance revenues with expenditures.
  - 2.5 Manages and directs ~~Oversees~~ purchasing and bid-letting to ensure cost efficiency and compliance with law.
  - 2.6 Recommends appropriate fee schedules for City services and ensures that project costs are accurately tracked and charged to the correct accounts.
  - 2.7 Provides technical guidance, directly and through consultants, on financing for capital improvements, Chapter 429 assessments or tax increment projects.
  - 2.8 Manages idle monies according to legally approved investment policies and practices, and acts in a direct leadership role in debt management and bond issuance to ensure the most efficient utilization of monies available.
3. Represents the City in front of the public, news media and government agencies in a manner that conveys a positive image of city government and that fosters cooperation and support.
    - 3.1 Using respect for individual ideas and interests, the Administrator is sensitive to diverse audiences in communicating about city business.
    - 3.2 Provides well-defined information to the local media and fosters cooperative professional relationships with members of the media in order to facilitate accuracy of information regarding matters of importance and interest.
    - 3.3 Follows all legal communications requirements including those relating to public access to information and open meetings and counsels others regarding appropriate procedure and content.
    - 3.4 Listens to various individuals and groups, including citizens and other units or agencies of government and brings that information into the formulation of positions and directions.
    - 3.5 Seeks cooperation from others in the form of actions, grants or other desired outcomes by framing requests in a concise and favorable form.
    - 3.6 Builds working relationships with elected and appointed officials at the federal, state, county and metropolitan level in order to be in a position to advocate for the best interests of the City.
  4. Oversees the technical operations of City government and is responsible for compliance with all legal requirements.
    - 4.1 Ensures that the staff in each department follows appropriate procedures and complies with City policies and general government requirements.
    - 4.2 Ensures that all election laws and procedures are followed and that elections are conducted in an efficient manner
    - 4.3 Performs directly or through designated subordinates the statutory functions of City Clerk.
    - 4.4 Ensures that all records are maintained in a manner consistent with best practices and that regulations involving data privacy are followed.
  5. Under authority granted by the City Council and subject to Council approval directs hiring of qualified staff, and administration of human resource functions, involving department heads as appropriate.
    - 5.1 Administers the hiring process, ensuring that appropriate procedures are followed.
    - 5.2 Manages daily and annual performance of staff directly and through department heads.
    - 5.3 Takes a leadership role in development of employment policy, staff compensation and benefit plans and takes an active role in labor negotiations.
    - 5.4 Under direction of the Council negotiates agreements with consultants for those functions of government that are contracted.

5.5 Ensures that all employees are trained in workplace safety and works through department supervisors to ensure that best practices are followed.

6. Directs the enforcement of all City codes and ordinances in a manner that protects and safeguards the welfare of the public and enhances quality of life in the City.

**Minimum Qualifications:**

Requires a bachelor's degree in public administration and eight or more progressively responsible years of related experience, or equivalent. Key characteristics are knowledge of government, knowledge of financial management in a government setting, leadership, interpersonal relationship skills and problem-solving skills.

**Physical Demands & Working Conditions:**

Most work is in a normal office environment. Limited lifting of ten pounds or less is required. Travel within the City or region to view properties or attend meetings is likely to occur three to four times weekly. There is limited exposure to field or construction site conditions when visiting properties within the City. Attendance at evening Council meetings and related meetings is required.

The City Administrator is responsible for diverse matters, many of which have deadlines and require significant attention to detail. Approximately 25% of the time, work is performed at the highest level of detail and pressure of deadlines.

**Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.**

**Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.**

**This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. City Council retains the discretion to add duties or change the duties of this position at any time.**

<b>CITY OF EAST BETHEL</b>	<b>JOB DESCRIPTION</b>
<b>Job Description Title:</b> City Administrator	<b>FLSA Status:</b> Exempt
<b>Department/Division:</b> Administration	<b>Position Status:</b> Regular Full-Time
<b>Accountable To:</b> City Council	<b>Salary Grade:</b> 16
<b>Prepared By:</b> City Administrator	<b>Revision Date:</b> January 24, 2022

**Job Summary:**

As the Chief Administrative Officer of the City, the City Administrator provides leadership to the City staff and helps the City Council to define, establish and attain overall goals and objectives of local government. The City Administrator is responsible for supervising City Staff and consultants and is responsible for the management of all functions directly or through department heads. The City Administrator is responsible for delivering quality service to citizens and is responsible for compliance with all legislative, judicial and administrative obligations established by higher authority.

**Scope of Responsibility:**

The City Administrator is directly or indirectly responsible for all functions of the City.

**Essential Duties and Responsibilities:**

- Direct the administration of city affairs.
- Enforce all state laws through applicable authority of the City, all city ordinances, and resolutions.
- Supervise the activities of all city department heads and personnel and shall have the authority to recommend their employment or removal.
- Shall attend and participate in all meetings of the city council, be responsible for the preparation of the city council agenda and recommend to the city council measures as may be deemed necessary and the efficient administration of the city.
- Oversee/direct the preparation of an annual budget and capital improvement plans, maintain financial policies for the city within the scope of the approved budget and capital programs, submit periodic reports to the city council on the financial condition of the city and ensure the annual financial statement is prepared in accordance with Minnesota Statutes.

- Administer all personnel matters of the city in conjunction with policies established by the city council and negotiation of terms and conditions of employee labor contracts for presentation to the city council.
- Represent the city at official functions as directed by the city council and maintain good public relations in all aspects of the responsibilities of this position.
- Oversee purchasing activities for the city and be responsible for making purchases in accordance with the approved city budget and has the authority to sign purchase orders for routine services, equipment, and supplies. All claims resulting from orders placed by the city administrator shall be in accordance with the City's Purchasing Policy and audited for payment by the city council.
- Negotiate contracts for merchandise, materials, equipment, or construction work for presentation to the city council.
- Coordinate city programs and activities as directed by the city council, monitor all consultant and contract work performed for the city and coordinate the activities of the city attorney and city engineer.
- Communicates with the city council on matters dealing with the administration of the city.
- If required, be bonded, at city expense, through a position or faithful performance bond which will indemnify the city.
- Enforce the provisions of the Minnesota State Uniform Building Code and International Building Code as amended and adopted by the city.
- Perform such other duties as may be prescribed by law or required by ordinance or resolutions adopted by the city council.
- Perform the duties of Executive Director of the City Economic Development Authority
- Ensure that all election laws and procedures are followed and that elections are conducted in an efficient manner
- Performs directly or through designated or appointed subordinates the statutory functions of City Clerk.
- Works closely with the Deputy City Administrator/Finance Director to ensure that all Human Resource functions of the city are in compliance with existing laws and policies.
- Nothing in this description shall preclude the city administrator from delegating some or all of these duties as may be appropriate or administratively expedient.

**Minimum Qualifications:**

Requires a bachelor's degree in public administration or related field of study from an accredited college or university and eight or more progressively responsible years of related experience in the same or an equivalent position. Basic requirements are knowledge of government, knowledge of financial management in a government setting, leadership, interpersonal relationship skills and problem-solving skills.

**Physical Demands & Working Conditions:**

Most work is in a normal office environment. Limited lifting of ten pounds or less is required. Travel within the City or region to view properties or attend meetings is likely to occur three to four times weekly. There is limited exposure to field or construction site conditions when visiting properties within the City. Attendance at evening Council meetings and related meetings is required.

The City Administrator is responsible for diverse matters, many of which have deadlines and require significant attention to detail. Work is performed at the highest level of detail and the pressure of deadlines.

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Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

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## **General Qualifications Recommended for a City Administrator**

### **Education and Experience**

- A degree in public administration, business administration or closely related field and eight years of related progressively responsible experience in a municipal setting.

### **Essential Skills**

- Overall knowledge and understanding of all City functions and the ability to make these processes work in unison
- Knowledge of and proficiency in financial management and budgeting in a government setting
- Ability to represent the City in a manner that conveys a positive image at all levels of interaction
- Planning and organizational abilities
- Ability to work with agencies, other levels of government, businesses and most of all with the public

### **Character Traits**

- Integrity
- Dedication and Commitment to the city and the position
- Positive, energetic and engaging attitude

### **Intangible Skills**

- Leadership abilities (this can be defined and measured in many ways, but does the person have the abilities to motivate and inspire others to achieve the goals of the City)
- Politically astute but not politically active
- "People" and problem-solving skills
- The ability to communicate both orally and in writing
- Adaptability

### **Other**

- Ability and recognition of the need to work hours outside the normal work schedule on a consistent basis
- Recognize and know that accessibility to the public is an essential component of this position
- Knowledge of the City culture, dynamics, geography and history
- Familiarity with the specific issues and challenges the are at issue with the City
- The ability to meet deadlines and provide timely responses to questions and concerns
- Candidate should furnish letters of reference from persons who have worked in this or related fields that can attest to applicants experience, character, employment record and their recommendation for the hire of this person for this position.