

**City of East Bethel  
City Council Agenda  
City Council Regular Meeting  
Date: November 13, 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. Candidate Interview – City Administrator Position (p. 3)
  - B. Delinquent Utility Public Hearing, Res. 2023-79 (p. 4-6)
  - C. Res. 2023-67, Counting Write-In Votes for Elective Offices (p. 7-8)
  - D. Easement Vacation – 4455 224<sup>th</sup> Ave NE (p. 9-15)
- 5.0 Public Forum**
- 6.0 Consent Agenda (p. 16-18)**

***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. 19-23)
  - B. Minutes: October 23, 2023 City Council Meeting (p. 24-38)
  - C. Amended Minutes: October 9, 2023 City Council Meeting (p. 39-48)
  - D. Planning Commission Reappointments
    - o Tanner Balfany
    - o Glenn Terry
  - E. State Election Funds Agreement (p. 49-50)
  - F. Res. 2023-78, Accepting Work for the Anderson Meadows Development (p. 51)
  - G. 2024 Pay Equity Report: 2023 Compensation Plan (p. 52-53)
  - H. Res. 2023-82, Accepting Work for the 181st Ave Street Reconstruction Project (p. 54-60)
  - I. METC Reserve Capacity Loan (p. 61-62)
  - J. Pay Estimate No. 2 for the 2023 Street Improvement Project (p. 63-64)
- 7.0 New Business - Commission, Association and Task Force Reports**
  - A. Planning Commission
    - 1. Variance Application Reconsideration – 185XX 3<sup>rd</sup> St NE (p. 65)
    - 2. Use Variance Request - 1311 229<sup>th</sup> Ave NE (p. 66-78)
    - 3. Preliminary Plat – Strandlund Farm (p. 79-88)
    - 4. Preliminary Plat: Classic Commercial Park 5<sup>th</sup> Addition (p. 89-92)

- 5. Final Plat – Classic Commercial Park 5<sup>th</sup> Addition (p. 93-95)
- 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. Sunrise River WMO Joint Powers Agreement Amendment (p. 96-160)
  - 2. Sunrise River WMO 2024 Budget (p. 161-164)

**9.0 Other**

- A. Staff Report
- B. Council Reports
- C. Other

**10.0 Adjourn**

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



**Date:** November 13, 2023

**Agenda Item Number:** Item 4.0 A

**Agenda Item:** City Administrator Position Interview

**Background Information:**

Mayor Lewis will recommend and introduce a candidate to the City Council for an interview for the City Administrator position. The applicant's resume, application and any other supporting material will be sent to Council as soon as they are received.

**Attachment(s):**

**Fiscal Impact:**

**Recommendation(s):**

Review the qualifications of and Interview the candidate. City Council may make a decision to hire or proceed in another direction after the interview.

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



**Date:** November 13, 2023

**Agenda Item Number:** Item 4.0 B

**Agenda Item:** Public Hearing – Delinquent Utility Charges

**Requested Action:** Conduct a Public Hearing for Delinquent Utility Charges

**Background Information:**

East Bethel Code of Ordinances, Chapter 74, Sec. 74-126 (b) provides for the collection of delinquent accounts through the property tax assessments. This ordinance provides the opportunity for property owners that are delinquent in payments to the City for utility services to come before the City Council to state their objections. This Public Hearing meets the requirements of the Ordinance.

The Public Hearing must be conducted before the final certification of delinquent amounts is forwarded to the County for collection with property taxes.

Council set November 13, 2023 as the Public Hearing date for individuals wishing to object to the delinquent charges being collected through the assessment process. All affected property owners were notified via U.S. Mail and were instructed to contact Staff if they intended to speak before the City Council. No affected property owners contacted staff.

The final list of properties with delinquent charges must be provided to the County Auditor no later than November 30, 2023 (Minnesota Statute 429.061, Subd. 3).

**Attachment:**

Attachment 1 – 2023 Delinquent Accounts

Attachment 2 – Res. 2023-79 Certification of Delinquent Charges

**Recommendation(s):**

Staff requests that Council conduct a Public Hearing for Delinquent Utility Charges for Collection on the 2024 property taxes. At the conclusion of the hearing, if there is no evidence or statements that support the modification of the assessment list, Council is requested to approve Resolution 2023-79, as a final certification for delinquent Utility Charges for collection with 2024 property taxes.

**City Council Action:**

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

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

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

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

bds  
Item 4.0 A

Name	Address	Zip	PIN	Utility Due	Certification Charge	Interest 18% from 1/1/24 to 12/31/24	Total Certified	Annual Interest Rate	Term
	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	791.14	70.00	142.41	1,003.55	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
	19435 ABLE ST NE	55011	30-33-23-14-0029	152.11	70.00	27.38	249.49	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>17,109.70</b>	<b>1,120.00</b>	<b>3,079.75</b>	<b>21,309.45</b>		

	Total # of Customers	Total # Delinquent	%	%
Whispering Aspen Residential Customers	101	12	12%	
Viking Preserve Residential Customers	48	4	8%	
Non-Residential Customers	31	0	0%	
<b>Total</b>	<b>180</b>	<b>16</b>	<b>9%</b>	

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

**RESOLUTION NO. 2023-79**

**FINAL CERTIFICATION OF DELINQUENT CHARGES FOR COLLECTION WITH 2024  
PROPERTY TAXES**

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

**WHEREAS**, the attached list shows the delinquent amounts owed assuming a certification cutoff date of September 30, 2023:

**WHEREAS**, the listing was and will be adjusted to reflect payments received through November 15, 2023, which is the statutory deadline to prepay special assessments:

**WHEREAS**, the City has conducted a public hearing that offered each delinquent account holder the opportunity to state their objections;

**WHEREAS**, certification will greatly improve the City's chances of collecting the unpaid charges;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT THE COUNCIL** approves the attached certification list.

Adopted this 13<sup>th</sup> day of November, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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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:** November 13, 2023

**Agenda Item Number:** Item 4.0 C

**Agenda Item:** Res 2023-67, Counting Write-In Votes for Local Elective Offices

**Background Information:**

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

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

Counting only registered write-in candidates aligns with the write-in recording process with Federal, State and County offices.

This information was presented at the September 25, 2023 City Council meeting, but no action was taken on the item. The Election Coordinator will present information and answer questions about the process of counting write-in votes for municipal contests in the elections.

**Attachment(s):**

1. Res. 2023-67, Counting Write-In Votes for Local Elective Offices

**Fiscal Impact:**

**Recommendation(s):**

City election staff recommends approving Res 2023-67, which utilizes Option #1 for counting write-in votes, and requires any write-in candidates to submit a request to have their individual votes tallied.

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

**RESOLUTION NO. 2023-67**

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

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

**WHEREAS**, the current counting process for write-in votes in local municipal contests is overly time consuming and unnecessary. Counting only registered write-in candidates aligns the write-in recording process with Federal, State and County offices.

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

Adopted this 13<sup>th</sup> day of November 2023, by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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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:** November 13, 2023

**Agenda Item Number:** 4.0 D

**Agenda Item:**

Public Hearing: 4455 224<sup>th</sup> Ave NE- Partial Vacation of Drainage and Utility Easement, Oak Meadow Estates

**Requested Action:**

Hold a public hearing and consider approval to vacate a portion of a Drainage and Utility Easement at 4455 224<sup>th</sup> Ave NE Cedar, MN 55011.

**Background Information:**

On April 15<sup>th</sup>, 1998, February 13, 2023, and March 27, 2023 property owners in the Oak Meadow Estates requested and were granted partial easement vacations. The property owners at 4455 224<sup>th</sup> Ave NE have the same easement on their property and are requesting a partial easement vacation.

In 1975, as part of the preliminary plat process of the Oak Meadow Estates subdivision, the city engineer recommended that easements for future streets be included in the plat. The easements in the recommendation were defined as, "the area of the abutting lots and that the centerline of the street be the lot line between the two lots, and that a 33' wide drainage easement be provided off of both of the lots, making a total width of 66', and that further a quit-claim deed be executed in the name of the city to cover road easement along 33' of each lot abutting the future street."

In April 1978, the final plat of Oak Meadow Estates was recorded and is included as Attachment 3 for your review. As part of the recorded final plat in 1978 ten, 58' wide Drainage and Utility Easements were recorded on abutting lots throughout the subdivision creating a total five 116' wide drainage and utility easements. No quit-claim deeds can be located for any of the parcels.

Although Drainage and Utility Easement widths can vary from one subdivision to the next based on the uniqueness of topography, drainage structures construction or ditches, the standard easement in Rural Residential Zones is a 10' width on abutting properties creating a total of a 20' width easement. Additionally, the current residential road standard in East Bethel would call for a total of a 66' right of way matching the recommendation of the city engineer in 1975.

The parcel of land abutting the north lot line of 4455 224<sup>th</sup> Ave NE is a developed lot in the Deer Haven Subdivision. The city has no plans to construct a future road in this easement.

The City Engineer and the Public Works Director have reviewed the propose vacation request and have no concerns or objections.

**Recommendation:** Staff is requesting that City Council to hold a public hearing and consider the approval to vacate a portion of the drainage and utility easement located at 4455 224<sup>th</sup> Ave NE with the conditions set forth in attached resolution 2023-76.

**Attachments:**

1. Resolution 2023-76, a resolution granting the vacation of a portion of a Drainage and Utility Easement at 4455 224<sup>th</sup> Ave NE.
2. Location Map
3. Oak Meadow Estates Plat, Approved August 1978
4. Certificate of Survey for 4455 224<sup>th</sup> Ave NE
5. 4455 224<sup>th</sup> Ave NE Vacation Exhibit

**City Council Action:**

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

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

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

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

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

**RESOLUTION NO. 2023-76**

**A RESOLUTION GRANTING A PARTIAL EASEMENT VACATION AT 4455 224TH  
AVE NE, OAK MEADOW ESTATES LEGALLY DESCRIBED AS:**

Lot 6, Block 1, Oak Meadow Estates, Anoka County, Minnesota; Subject to right-of-way of 224<sup>TH</sup> Ave NE; subject to easement of record.

**WHEREAS**, on September 27, 2023, James and Kathy Keenan requested that a portion of the drainage and utility easement be vacated as follows:

That part of the east 48.00 feet of the 58.00 foot wide drainage and utility easement adjoining and east of the west line of Lot 6, Block 1, Oak Meadow Estates, according to the recorded plat thereof, Anoka County, Minnesota, which lies northerly of the south 100.00 feet of said Lot 6, Block 1.

**WHEREAS**, the City Council finds the request would not have a detrimental effect upon the health, safety, moral, and general welfare of the City of East Bethel; and

**WHEREAS**, pursuant to published and mailed notices as required by Minn. Stat. Sec. 412.851, a public hearing was held on Monday, February 13, 2023 at 7:00 p.m. at the City Hall, City of East Bethel, 2241 221<sup>st</sup> Avenue NE, East Bethel, MN 55011-9631.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of East Bethel hereby grants the vacation of a portion of the drainage and utility easement over the above legal description, as dedicated in the plat of Oak Meadow Estates on file and of record in the office of the County Recorder, Anoka County, Minnesota.

1. This resolution shall be recorded with Anoka County, Minnesota.

Adopted this 13<sup>th</sup> day of November, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Kevin Lewis, Mayor

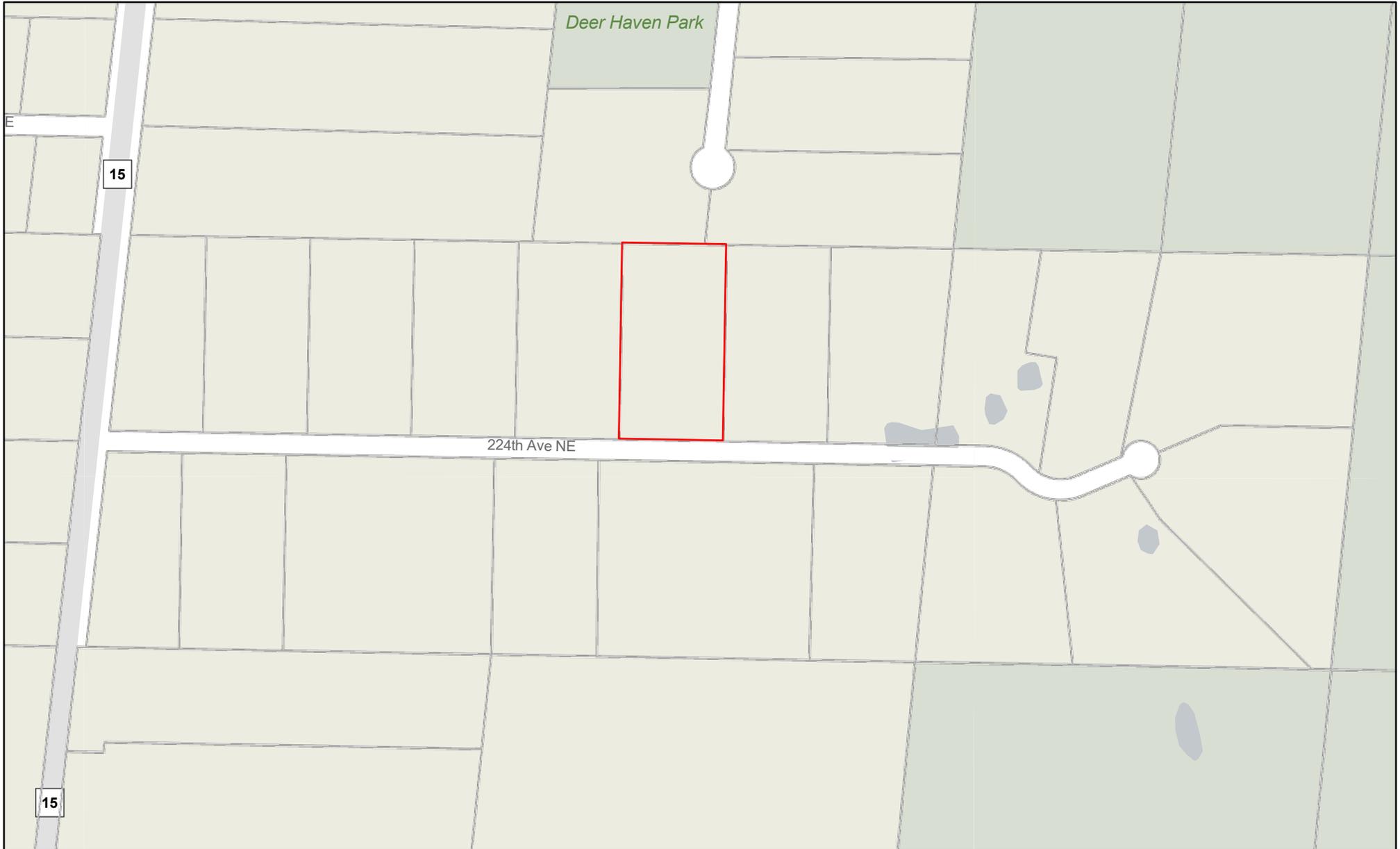
ATTEST:

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Jack Davis, City Administrator

# 4455 224th Ave NE - Location Map

Item 4.0 D, Attachment 2



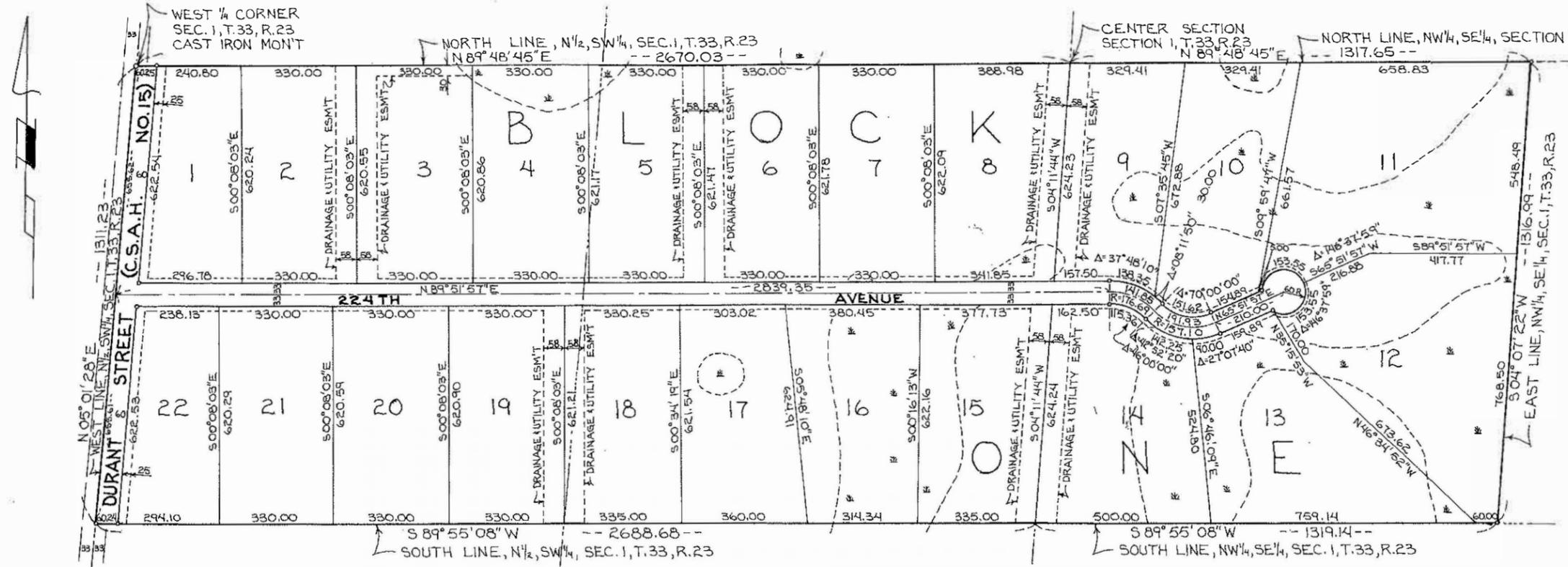
1 inch equals 420 feet



-  Parcels
-  City Mask

# OAK MEADOW ESTATES

CITY OF EAST BETHEL ANOKA CO. MN.



0 100 200 300 400 500  
SCALE 1 INCH = 200 FEET

BEARINGS ARE ASSUMED

o INDICATES IRON PIN CAPPED NO. 5332

DRAINAGE AND UTILITY EASEMENTS SHOWN THUS: 10 FEET WIDE UNLESS OTHERWISE INDICATED

--- EDGE LOW WET LAND

\* LOW WET LAND

KNOW ALL MEN BY THESE PRESENTS: That we, L. H. & T. Investment Company, a partnership organized under the laws of the State of Minnesota, owners and proprietors of, and National Travelers Life Company, a corporation under the laws of the State of Iowa, mortgagees of the following described property situated in the County of Anoka, State of Minnesota to wit:

The North Half of the Southwest Quarter ( N1/2, SW1/4 ), and the Northwest Quarter of the Southeast Quarter ( NW1/4, SE1/4 ) of Section 1, Township 33 North, Range 23 West

have caused the same to be surveyed and platted as OAK MEADOW ESTATES and hereby dedicate and donate to the public, for public use forever, the street, avenue and utility and drainage easements as shown on the annexed plat.

In witness whereof, L. H. & T. Investment Company, a partnership organized under the laws of the State of Minnesota has caused these presents to be signed by a duly authorized partner this 11 day of APRIL A.D. 1978.

In witness whereof National Travelers Life Company, a corporation under the laws of the State of Iowa, has caused these presents to be signed by its proper officers, and its corporate seal affixed thereto this 10<sup>th</sup> day of MARCH A.D. 1977.

L. H. & T. INVESTMENT COMPANY

Charles E. G. Larson  
Partner

NATIONAL TRAVELERS LIFE COMPANY

Jay E. Brown  
Vice President and Treasurer

K. G. Abbas  
Vice President

STATE OF MINNESOTA )  
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April A.D. 1978, by Charles E. G. Larson, partner, on behalf of L. H. & T. Investment Company, a partnership.

JON A. OLSON  
NOTARY PUBLIC - MINNESOTA  
RAMSEY COUNTY  
My Commission Expires Mar. 5, 1981

Notary Public, Anoka County, Minnesota

STATE OF IOWA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of MARCH A.D. 1977, by Jay E. Brown, its Vice President and Treasurer and K. G. Abbas, its Vice President, of National Travelers Life Company, an Iowa Corporation, on behalf of the corporation.

Notary Public  
Polk County, Iowa

I hereby certify that I have surveyed and platted the property described on the plat as OAK MEADOW ESTATES; that this plat is a correct representation of said survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that the monuments for the guidance of future surveys have been correctly placed in the ground as shown on the plat; that the outside boundary lines are correctly designated on the plat, and there are no low wet lands or public highways to be designated on said plat other than as shown.

James L. Kurth  
James L. Kurth, Minnesota Registered Surveyor No. 5332

STATE OF MINNESOTA )  
COUNTY OF ANOKA )

Above certificate subscribed and sworn to before me, a Notary Public within and for said County and State this 24<sup>th</sup> day of February A.D. 1977.

Jeanette M. Kurth  
Jeanette M. Kurth, Notary Public, Anoka County, Minnesota  
My Commission expires March 13, 1977

Approved by the City Council of the City of East Bethel this 20<sup>th</sup> day of April A.D. 1977.  
CITY COUNCIL OF EAST BETHEL

Mayor  
Clerk

Checked and approved this 11<sup>th</sup> day of April A.D. 1978.

Roland W. Anderson  
Roland W. Anderson, County Surveyor, Anoka County, Minnesota

495142  
OFFICE OF COUNTY RECORDER  
STATE OF MINNESOTA, COUNTY OF ANOKA  
I hereby certify that the within instrument was filed in this office for record on the APR 26 1978 A.D., 1978 at 10:15 o'clock AM, and was duly recorded in book 260E page 80  
County Recorder  
Deputy

"NO DELINQUENT TAXES AND TRANSFER ENTERED"  
April 25 1978  
Auditor, Anoka County  
BY Deputy

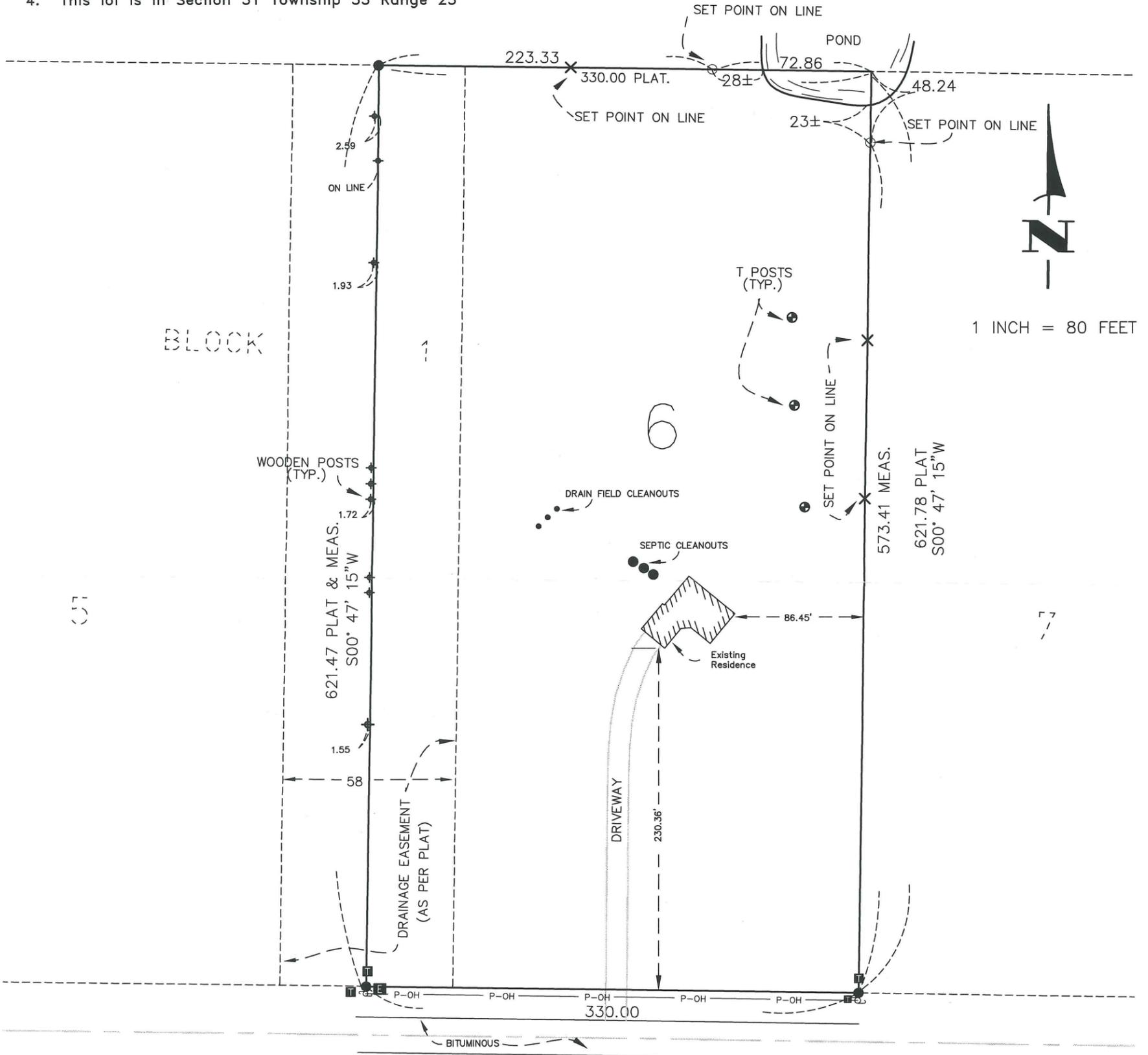
# Certificate of Survey

for

JAMES & KATHY  
KEENAN

**NOTES:**

1. In providing this boundary survey no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on the site, whether private, municipal or public owned.
2. The professional surveyor has made no investigation or independent search for easements of record, encumbrance, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
3. Square footage of lot is 205123.02 sq.ft. or 4.71 acres
4. This lot is in Section 31 Township 33 Range 23



## Lot 6, Block 1 OAK MEADOW ESTATES

ANOKA COUNTY, MINNESOTA

Subject to easements of record, if any.

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 Professional Land Surveyor under the laws of the State of Minnesota.

*Charles R. Christopherson*  
Charles R. Christopherson, MN License No. 18420

05/10/12  
Date

- LEGEND**
- = Iron monument found
  - = Iron monument set and marked with license No. 18420.
  - || 5 | = Denotes drainage & utility easement
  - T = Denotes telephone pedestal
  - E = Denotes electrical pedestal
  - ⊙ = Denotes power pole
  - P-OH = Denotes overhead power line
  - ⊕ = Denotes wooden post
  - X = Denotes spike set



Job No.: 3795.01  
May 13, 2013 - 12:12pm RyanS  
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© 2012 HAKANSON ANDERSON ASSOCIATES, INC.

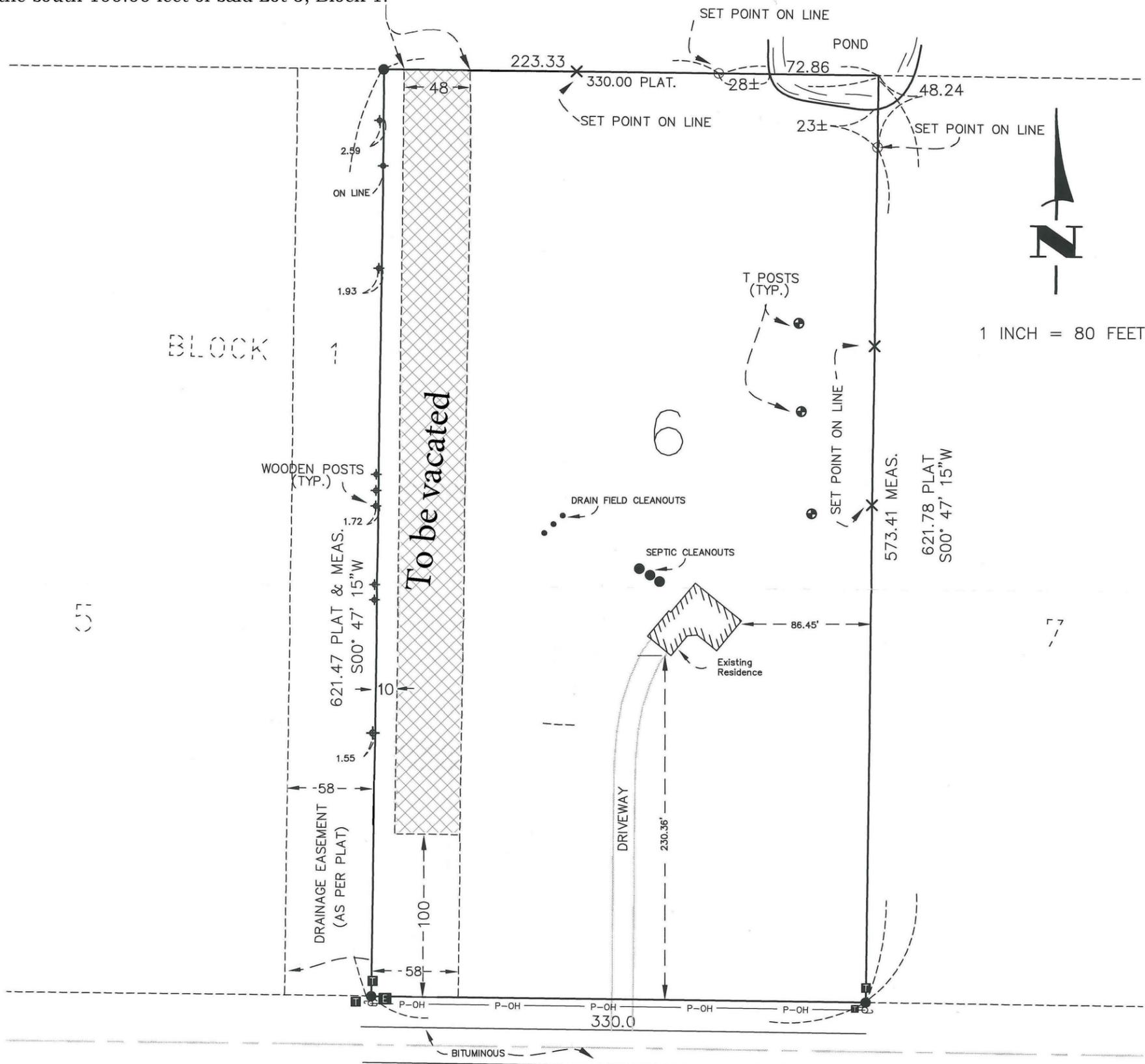
Easement Vacation Exhibit

for

JAMES & KATHY

KEENAN

**Propose Easement Vacation:** That part of the east 48.00 feet of the 58.00 foot wide drainage and utility easement adjoining and east of the west line of Lot 6, Block 1, OAK MEADOW ESTATES, according to the recorded plat thereof, Anoka County, Minnesota, which lies northerly of the south 100.00 feet of said Lot 6, Block 1.



Lot 6, Block 1  
OAK MEADOW ESTATES

LEGEND

- = Iron monument found
- = Iron monument set and marked with license No. 18420.
- 5 — = Denotes drainage & utility easement
- ⊞ = Denotes telephone pedestal
- ⊞ = Denotes electrical pedestal
- ⊞ = Denotes power pole
- P-OH — = Denotes overhead power line
- ⊞ = Denotes wooden post
- × = Denotes spike set

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



**Date:** November 13, 2023

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

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

**Background Information:**

Item A – Approve Bills

Item B – October 23, 2023 City Council Meeting Minutes

Item C – Amended Minutes: October 9, 2023 City Council Meeting

Item D – Planning Commission Reappointments

Glenn Terry has served on the East Bethel Planning Commission on multiple occasions. His most recent tenure started in October 2008 and his current appointment expires on January 31, 2023. Tanner Balfany has served on the East Bethel Planning Commission since August 2011, most recently as the Chair and his current appointment expires on January 31, 2023.

On October 24, 2023, at the request of reappointment from the two members, the Planning Commission made a recommendation, by 4-0 vote, to the City Council to re appoint Glenn Terry and Tanner Balfany to the Planning Commission for an additional term.

Planning Commission recommends that City Council approve the re-appointments of Glenn Terry and Tanner Balfany to the Commission for a three year term expiring January 31, 2027.

Item E – State Funds Election Agreement

During the 2023 session, the Minnesota Legislature established the Voting Operations, Technology and Election Resources (VOTER) account with an annual appropriation to counties of \$1.25 million, beginning July 20, 2023. This money can be used for voting equipment, staff costs, printing and publication, postage, and other purposes directly related to election administration. The Anoka County Elections (ACE) office has received the first annual disbursement of this account from the state. The county and each municipality can agree on a specific plan for those funds or, if no agreement is reached, the county must distribute the funds that are due to each municipality by December 31<sup>st</sup>. Once they receive the funds, each county, township or city must segregate the funds in an election funding account. The money must remain in the account until it is spent for any of the authorized purchases.

East Bethel election staff have expressed interest in an option to have ACE hold onto these funds and use the City's portion to offset that amount of our respective annual JPA fees, thus eliminating any burden on the City for the tracking and reporting of VOTER Account expenses each year. East Bethel's estimated JPA fees for 2024 amount to \$2,469.64. After applying the City's portion of the VOTER Account disbursement, the amount owed would be reduced to \$1,306.77. We have been provided an agreement in order to pursue this option. This agreement must be in-place by December 1<sup>st</sup>.

Item F – Resolution 2023-78, Accepting Work for the Anderson Meadows Development

Carrington Development, LLC has requested that the city accept the public improvements in the Anderson Meadows Development. The City Engineer has reviewed the improvements and finds

them acceptable. Adopting the attached resolution will accept the city improvements constructed in the Anderson Meadows Development. Carrington Development, LLC is still obligated to a two-year warranty in accordance with the development agreement.

Item G – 2024 Pay Equity Report (2023 Compensation Plan)

Local Government Pay Equity Act, M.S. 471.991-471.999 and Minnesota Rules, Chapter 3920 requires local jurisdictions to submit a pay equity report to the State of Minnesota every three years.

The appropriate data on employee pay, which is based on salary information that will be in place at 12/1/23 and approved by the City Council during the 2023 budget cycle, has been entered into the software provided by the State of Minnesota. A report, which is included in the packet, was generated from this data and will be reviewed for conformance. The City will not be notified until the spring of 2024 as to compliance.

Item H – Resolution 2023-82, Accepting Work for the 181st Avenue Street Reconstruction Project

Dresel Contracting, Inc. has completed all construction work for the 181st Avenue Street Reconstruction Project and has submitted all the required documentation to consider this project for final payment. We recommend final payment of \$17,746.16. The original contract amount is for this project was \$814,044.67 and the final contract amount was \$803,117.13. A copy of the final payment form is attached along with the required final payment documentation. This project was financed with the City's Street Capital account. Funds, as noted, are available and appropriate for this project.

Item I – METC Reserve Capacity Loan

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 2015, the City and Metropolitan Council (METC) executed an amendment to the original agreement that 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 Reserve Capacity Loan balance is projected to increase to \$2,130,693 at the end of December 31, 2023 and thus trigger the initiation of the payback of this loan at the \$2,000,000 level.

The loan amortization agreement with the METC that was approved in the 2015 amendment 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. The City has earmarked past and future SAC charges as the revenue source to pay this debt. Council has discussed length of loan options at past Council meetings. After these discussions the direction given was to follow the amortization schedule for a 10 year term with an annual payment of \$231,241.76 and total interest paid of \$312,417.63. This payment schedule would provide the quickest means to payoff this loan but requires a higher annual payment. Additional principal payment could be applied to this schedule to accelerate the payback and save additional interest costs if funds were available.

Staff recommends that Council direct staff to proceed and notify the METC that the 10 year amortization schedule for the \$2,000,000 Reserve Capacity Loan at 2.73% is acceptable.

**Item J – Pay Estimate No. 2 for the 2023 Street Improvement Project**

This item includes Pay Estimate No. 2 to T.A. Schifsky and Sons, Inc. for the 2023 Street Improvement Project. This pay estimate includes payment for driveway construction, topsoil and site restoration. Staff recommends partial payment of \$5,028.35. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$310,227.40
Less 5% Retainage	\$ 15,511.37
Pay Estimate #1	\$289,687.68
Total Payment	\$ 5,028.35

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.

**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**  
**November 13, 2023**  
**Payment Summary**

**Payments for Council Approval**

Bills to be approved for payment	\$104,230.38
Electronic Payroll Payments	\$42,653.76
Payroll City Staff - October 26, 2023	\$51,652.51
<b>Total to be Approved for Payment</b>	<b>\$198,536.65</b>

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Bldg/Facility Repair Supplies	3090	Menards Cambridge	615	49851	\$56.39
Arena Operations	Bldgs/Facilities Repair/Maint	ABR0314104X	MINN DEPT OF LABOR & INDUSTRY	615	49851	\$20.00
Arena Operations	Bldgs/Facilities Repair/Maint	35030878093	Wright-Hennepin Coop Electric	615	49851	\$30.95
Arena Operations	Cleaning Supplies	58083	Menards Blaine	615	49851	\$152.99
Arena Operations	Electric Utilities	111723	Connexus Energy	615	49851	\$4,920.73
Arena Operations	Information Systems	B231017J	Anoka County Treasury Dept	615	49851	\$75.00
Arena Operations	Professional Services Fees	100111	Gibson's Management Company	615	49851	\$10,000.00
Arena Operations	Refuse Removal	9813560T067	Ace Solid Waste, Inc.	615	49851	\$289.93
Building Inspection	General Operating Supplies	20231018	Steve Lutmer	101	42410	\$5.95
Building Inspection	Information Systems	1564	Metro-Inet	101	42410	\$814.64
Building Inspection	Motor Fuels	24775441	Mansfield Oil Company	101	42410	\$282.52
Building Inspection	Permit Refund	2023-00551	LIVE WIRE ELECTRICAL SERVICES	101		\$45.00
Building Inspection	Permit Refund	2023-01182	MINNESOTA RUSCO	101		\$156.20
Building Inspection	Permit Refund	2023-01194	Riccar Heating and Air	101		\$1.00
Building Inspection	Permit Refund	2023-01194	Riccar Heating and Air	101		\$100.00
Building Inspection	Permit Refund	2023-00711	S & S ELECTRIC LLC	101		\$45.00
City Administration	Information Systems	B231017J	Anoka County Treasury Dept	101	41320	\$75.00
City Administration	Information Systems	1564	Metro-Inet	101	41320	\$1,181.90
City Administration	Office Equipment Rental	513689323	US Bank Equipment Finance	101	41320	\$315.00
City Administration	Office Supplies	IN4374286	Innovative Office Solutions	101	41320	\$34.26
City Administration	Office Supplies	IN4374286	Innovative Office Solutions	101	41320	\$77.28
City Administration	Professional Services Fees	M28658	TimeSaver Off Site Secretarial	101	41320	\$159.00
City Administration	Professional Services Fees	M28658	TimeSaver Off Site Secretarial	101	41320	\$228.00
City Administration	Travel Expenses	10 2023	Desiree Stanford	101	41320	\$123.60
City Administration	Travel Expenses	102323	Jack Davis	101	41320	\$228.00
Finance	Information Systems	1564	Metro-Inet	101	41520	\$795.49
Finance	Insurance Premiums	11 2023	Dearborn Group	403		\$1,912.88
Finance	Office Supplies	IN4374286	Innovative Office Solutions	101	41520	\$6.90
Finance	Sales Tax Remittance	10 2023	Minnesota Revenue	101		\$163.00
Fire Department	Bldg/Facility Repair Supplies	8303602	Plunkett's Pest Control	101	42210	\$205.00
Fire Department	Bldgs/Facilities Repair/Maint	2554	Bill's Quality Cleaning	101	42210	\$53.00
Fire Department	Bldgs/Facilities Repair/Maint	2555	Bill's Quality Cleaning	101	42210	\$168.00
Fire Department	Clothing & Personal Equipment	322080	Aspen Mills, Inc.	101	42210	\$571.30
Fire Department	Clothing & Personal Equipment	P21733	MacQueen Emergency, Inc.	101	42210	\$1,103.00
Fire Department	Conferences/Meetings	102423	Ben Uden	101	42210	\$968.25
Fire Department	Conferences/Meetings	6511	F.I.R.E.	101	42210	\$1,300.00
Fire Department	Dues and Subscriptions	2024	MN State Fire Dept Assn	101	42210	\$357.00
Fire Department	Electric Utilities	111723	Connexus Energy	101	42210	\$7.53
Fire Department	Electric Utilities	111723	Connexus Energy	101	42210	\$44.14
Fire Department	Electric Utilities	111723	Connexus Energy	101	42210	\$521.92
Fire Department	Electric Utilities	111723	Connexus Energy	101	42210	\$86.58
Fire Department	Information Systems	B231017J	Anoka County Treasury Dept	101	42210	\$75.00



**City of East Bethel**  
**November 13, 2023**  
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Fire Department	Information Systems	1564	Metro-Inet	101	42210	\$1,824.24
Fire Department	Motor Fuels	24775441	Mansfield Oil Company	101	42210	\$449.48
Fire Department	Motor Fuels	24775467	Mansfield Oil Company	101	42210	\$395.23
Fire Department	Motor Vehicle Services (Lic d)	SVC230072	Emergency Automotive	101	42210	\$170.29
Fire Department	Motor Vehicles Parts	1539-224802	O'Reilly Auto Stores Inc.	101	42210	\$7.80
Fire Department	Motor Vehicles Parts	1539-224935	O'Reilly Auto Stores Inc.	101	42210	\$7.80
Fire Department	Motor Vehicles Parts	1539-225384	O'Reilly Auto Stores Inc.	101	42210	\$45.02
Fire Department	Refuse Removal	9813560T067	Ace Solid Waste, Inc.	101	42210	\$34.88
Fire Department	Refuse Removal	9813560T067	Ace Solid Waste, Inc.	101	42210	\$88.94
Fire Department	Safety Supplies	22539292	Henry Schein, Inc.	101	42210	(\$52.60)
Fire Department	Safety Supplies	52008519	Henry Schein, Inc.	101	42210	\$77.07
Fire Department	Small Tools and Minor Equip	INV-48706	Alex Air Apparatus 2 LLC	101	42210	\$750.00
Fire Department	Small Tools and Minor Equip	INV21112	HAAS ALERT	101	42210	\$1,784.12
Fire Department	Small Tools and Minor Equip	991909	Ham Lake Hardware	101	42210	\$31.98
Fire Department	Telephone	13299700113673	Midcontinent Communications	101	42210	\$20.25
Fire Department	Telephone	13864340213650	Midcontinent Communications	101	42210	\$207.57
Fire Department	Telephone	111323	T MOBILE	101	42210	\$99.70
Fire Department	Telephone	9947154818	Verizon	101	42210	\$560.14
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	20187	Menards - Forest Lake	101	41940	\$363.48
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	20874	Menards - Forest Lake	101	41940	(\$139.80)
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	59596	Menards Blaine	101	41940	\$167.76
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	3171	Menards Cambridge	101	41940	\$187.01
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	3614	Menards Cambridge	101	41940	\$388.63
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2552	Bill's Quality Cleaning	101	41940	\$380.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2556	Bill's Quality Cleaning	101	41940	\$168.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	IEB-1030-42007	North Metro Auto Glass	101	41940	\$356.35
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	48045	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	35030877947	Wright-Hennepin Coop Electric	101	41940	\$23.95
General Govt Buildings/Plant	Electric Utilities	111723	Connexus Energy	101	41940	\$16.61
General Govt Buildings/Plant	Electric Utilities	111723	Connexus Energy	101	41940	\$133.38
General Govt Buildings/Plant	Electric Utilities	111723	Connexus Energy	101	41940	\$768.12
General Govt Buildings/Plant	Refuse Removal	9813560T067	Ace Solid Waste, Inc.	101	41940	\$74.56
Legal	Legal Fees	10 2023	Eckberg, Lammers, P.C.	101	41610	\$10,226.33
Mayor/City Council	Office Supplies	6199	Innovations Plus LLC	101	41110	\$60.00
Park Capital Projects	Park/Landscaping Materials	1037969	Knife River Corporation	407	40700	\$2,135.00
Park Maintenance	Chemicals and Chem Products	135432399-001	SiteOne Landscape Supply	101	43201	\$96.72
Park Maintenance	Chemicals and Chem Products	135484313-001	SiteOne Landscape Supply	101	43201	\$28.22
Park Maintenance	Clothing & Personal Equipment	4171786462	Cintas Corporation	101	43201	\$33.17
Park Maintenance	Clothing & Personal Equipment	4172494085	Cintas Corporation	101	43201	\$34.86
Park Maintenance	Electric Utilities	111723	Connexus Energy	101	43201	\$28.89
Park Maintenance	Electric Utilities	111723	Connexus Energy	101	43201	\$28.53
Park Maintenance	Electric Utilities	111723	Connexus Energy	101	43201	\$206.29
Park Maintenance	Electric Utilities	111723	Connexus Energy	101	43201	\$18.40
Park Maintenance	Electric Utilities	111723	Connexus Energy	101	43201	\$25.83
Park Maintenance	Electric Utilities	111723	Connexus Energy	101	43201	\$26.72
Park Maintenance	Electric Utilities	111723	Connexus Energy	101	43201	\$95.00
Park Maintenance	Equipment Parts	1539-218649	O'Reilly Auto Stores Inc.	101	43201	(\$11.17)
Park Maintenance	Information Systems	1564	Metro-Inet	101	43201	\$28.72
Park Maintenance	Lubricants and Additives	105390881	Fleet Pride	101	43201	\$92.60
Park Maintenance	Lubricants and Additives	P52838	MN Equipment	101	43201	\$187.98



**City of East Bethel**  
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Park Maintenance	Motor Fuels	24775441	Mansfield Oil Company	101	43201	\$385.27
Park Maintenance	Motor Fuels	24775467	Mansfield Oil Company	101	43201	\$760.06
Park Maintenance	Other Equipment Rentals	MP236324	LRS	101	43201	\$454.30
Park Maintenance	Other Equipment Rentals	MP236325	LRS	101	43201	\$641.45
Park Maintenance	Other Equipment Rentals	MP236326	LRS	101	43201	\$141.43
Park Maintenance	Other Equipment Rentals	MP236327	LRS	101	43201	\$160.00
Park Maintenance	Other Equipment Rentals	MP236328	LRS	101	43201	\$171.43
Park Maintenance	Other Equipment Rentals	MP236329	LRS	101	43201	\$160.00
Park Maintenance	Other Equipment Rentals	MP236331	LRS	101	43201	\$91.43
Park Maintenance	Other Equipment Rentals	MP236332	LRS	101	43201	\$91.43
Park Maintenance	Other Equipment Rentals	MP236333	LRS	101	43201	\$91.43
Park Maintenance	Safety Supplies	20117	Menards - Forest Lake	101	43201	\$107.24
Park Maintenance	Small Tools and Minor Equip	20575	Menards - Forest Lake	101	43201	\$8.79
Payroll	Insurance Premiums	436200112023	NCPERS Group Life Ins	101		\$80.00
Planning and Zoning	Filing Fees	23-37511	Anoka County Property Tax	101	41910	\$46.00
Planning and Zoning	Filing Fees	23-39269	Anoka County Property Tax	101	41910	\$46.00
Planning and Zoning	Information Systems	1564	Metro-Inet	101	41910	\$543.09
Planning and Zoning	Legal Notices	971506	ECM Publishers, Inc.	101	41910	\$133.10
Planning and Zoning	Legal Notices	971507	ECM Publishers, Inc.	101	41910	\$98.65
Planning and Zoning	Other	662	SSTS LLC	101		\$10,850.00
Planning and Zoning	Professional Services Fees	M28658	TimeSaver Off Site Secretarial	101	41910	\$179.00
Police	Professional Services Fees	37567	Animal Humane Society	101	42110	\$1,434.00
Recycling Operations	Electric Utilities	111723	Connexus Energy	226	43235	\$59.45
Recycling Operations	Other Equipment Rentals	MP236330	LRS	226	43235	\$160.00
Recycling Operations	Professional Services Fees	10 2023	Cedar East Bethel Lions	226	43235	\$1,200.00
Recycling Operations	Professional Services Fees	10 2023	Cedar East Bethel Lions	226	43235	\$419.72
Recycling Operations	Professional Services Fees	11 2023	Cedar East Bethel Lions	226	43235	\$1,200.00
Recycling Operations	Professional Services Fees	11 2023	Cedar East Bethel Lions	226	43235	\$419.72
Recycling Operations	Professional Services Fees	3226b	Evergreen Recycling	226	43235	\$815.00
Recycling Operations	Professional Services Fees	102323	Freimuth Enterprises LLC	226	43235	\$91.00
Recycling Operations	Professional Services Fees	103023	Freimuth Enterprises LLC	226	43235	\$100.00
Recycling Operations	Professional Services Fees	479044	Gregory Cardey	226	43235	\$350.00
Recycling Operations	Refuse Removal	9813560T067	Ace Solid Waste, Inc.	226	43235	\$622.59
Sewer Operations	Bldgs/Facilities Repair/Maint	INV022662	Minnesota Pump Works	602	49451	\$1,041.75
Sewer Operations	Electric Utilities	111723	Connexus Energy	602	49451	\$148.91
Sewer Operations	Electric Utilities	111723	Connexus Energy	602	49451	\$63.16
Sewer Operations	Professional Services Fees	0001164330	Metropolitan Council Env Svcs	602	49451	\$5,265.69
Street Maintenance	Bldgs/Facilities Repair/Maint	4171786462	Cintas Corporation	101	43220	\$9.05
Street Maintenance	Bldgs/Facilities Repair/Maint	4172494085	Cintas Corporation	101	43220	\$9.51
Street Maintenance	Bldgs/Facilities Repair/Maint	ABR0313657X	MINN DEPT OF LABOR & INDUSTRY	101	43220	\$30.00
Street Maintenance	Clothing & Personal Equipment	4171786462	Cintas Corporation	101	43220	\$33.16
Street Maintenance	Clothing & Personal Equipment	4172494085	Cintas Corporation	101	43220	\$34.86
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$38.56
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$36.22
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$29.76
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$28.87
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$11.00
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$540.96
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25



**City of East Bethel**  
**November 13, 2023**  
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Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$65.88
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$142.04
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$96.37
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$346.32
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$103.88
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25
Street Maintenance	Electric Utilities	111723	Connexus Energy	101	43220	\$5.25
Street Maintenance	Equipment Parts	105387340	Fleet Pride	101	43220	\$8.68
Street Maintenance	Information Systems	1564	Metro-Inet	101	43220	\$533.52
Street Maintenance	Motor Fuels	24775441	Mansfield Oil Company	101	43220	\$166.95
Street Maintenance	Motor Fuels	24775467	Mansfield Oil Company	101	43220	\$1,884.93
Street Maintenance	Motor Vehicles Parts	D000035972	DIESEL COMPONENTS INC	101	43220	\$1,500.00
Street Maintenance	Motor Vehicles Parts	D000036166	DIESEL COMPONENTS INC	101	43220	\$2,100.00
Street Maintenance	Motor Vehicles Parts	1121191427	Fleet Pride	101	43220	\$38.26
Street Maintenance	Motor Vehicles Parts	112191387	Fleet Pride	101	43220	\$96.56
Street Maintenance	Motor Vehicles Parts	40701307	Fleet Pride	101	43220	\$12.83
Street Maintenance	Motor Vehicles Parts	C241422322:01	I State Truck Inc.	101	43220	\$388.87
Street Maintenance	Motor Vehicles Parts	093P2338	TRANSWEST	101	43220	(\$31.09)
Street Maintenance	Motor Vehicles Parts	093P2642	TRANSWEST	101	43220	(\$19.08)
Street Maintenance	Motor Vehicles Parts	093P2645	TRANSWEST	101	43220	(\$197.35)
Street Maintenance	Motor Vehicles Parts	093P3968	TRANSWEST	101	43220	\$2,076.31
Street Maintenance	Professional Services Fees	3100357	Gopher State One-Call	101	43220	\$27.00
Street Maintenance	Refuse Removal	9813560T067	Ace Solid Waste, Inc.	101	43220	\$242.94
Street Maintenance	Refuse Removal	503433	Rivard Companies	101	43220	\$772.50
Street Maintenance	Sign/Striping Repair Materials	TRFINV050544	Newman Traffic Signs	101	43220	\$548.68
Street Maintenance	Sign/Striping Repair Materials	TRFINV050545	Newman Traffic Signs	101	43220	\$276.77
Street Maintenance	Street Maint Materials	90768	Bjorklund Companies, LLC	101	43220	\$260.18
Water Utility Operations	Bldgs/Facilities Repair/Maint	35030877947	Wright-Hennepin Coop Electric	601	49401	\$42.95
Water Utility Operations	Electric Utilities	111723	Connexus Energy	601	49401	\$181.39
Water Utility Operations	Electric Utilities	111723	Connexus Energy	601	49401	\$244.22
Water Utility Operations	Electric Utilities	111723	Connexus Energy	601	49401	\$975.31
Water Utility Operations	Information Systems	1564	Metro-Inet	601	49401	\$252.40
Water Utility Operations	Professional Services Fees	10 2023	Desiree Stanford	601	49401	\$14.80
Water Utility Operations	Utility Maint Supplies	S103159315.001	Dakota Supply Group	601	49401	\$263.44
Water Utility Operations	Utility Maint Supplies	S103166819.001	Dakota Supply Group	601	49401	\$10,800.00
						<b>\$104,230.38</b>



**City of East Bethel**  
**November 13, 2023**  
**Payment Summary**

Electronic Payroll Payments		
Payroll	PERA	\$10,100.70
Payroll	Federal Withholding	\$6,364.31
Payroll	Medicare Withholding	\$2,296.52
Payroll	FICA Tax Withholding	\$8,852.06
Payroll	State Withholding	\$3,745.94
Payroll	MSRS/H.S.A./HCSP	\$11,294.23
		<b>\$42,653.76</b>

# DRAFT MINUTES: NOT YET APPROVED

## EAST BETHEL CITY COUNCIL MEETING

October 23, 2023

The East Bethel City Council met on October 23, 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 October 23, 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. Smith stated I'll second.** Lewis asked any discussion?

Lewis stated he had two amendments to the agenda: The Potentially Dangerous Dog hearing is cancelled, and he noted he did not have an update on the City Administrator position update and removed it from the agenda.

Mundle stated he had questions on the City Administrator position. Lewis stated he did not have anything further to say about it and he had removed it from the agenda.

Mundle stated he had questions on the City Administrator position and a discussion needed to be had by the Council.

To the motion, all in favor say aye. **DeRoche, Miller, Smith, and Lewis.** Lewis asked any opposed?  
**Mundle** That motion passes. **Motion passes 4-1.**

### **4.0 Presentations and Public Hearings**

#### **4.0 A Anoka County Blaine Airport Advisory Commission Presentation**

Suzanne Erkel presented the 2023 Anoka County Blaine Airport Advisory Commission (ACBAAC) report which included aircraft operations, aircraft types, aircraft operations by hour from July 2021 through June 2023, aircraft noise complaints and household summary from 2018 through July, 2023, aircraft noise complaints and operations by hour 2018 to July 2023, as well as who is on the ACBAAC and the Commission's goal and purpose along with their 2022-2023 Work Plan.

Lewis thanked Ms. Erkel and requested a presentation over the Winter by somebody from the airport also.

**Informational; no action required.**

**4.0 B Public Hearing: 3.2 Off-Sale Malt Liquor License, Kwik Trip #1171**

Davis stated that staff is recommending that Council conduct a public hearing regarding an application and request for a 3.2% Off Sale Liquor License for Kwik Trip, Inc. Davis indicated a background check has been completed without issues. All application materials and fees have been submitted for the 3.2% Off Sale Liquor License.

Davis noted final approval of the license would be contingent on the approval of State Commissioner of Public Safety. Approval of Council is required prior to action by the State.

Davis recommended Council conduct the public hearing to receive comments on the 3.2% Off Sale Liquor License for Kwik Trip, Inc. dba: Kwik Trip #1171. Once the public hearing is closed and if there are no reasons to deny the license, staff recommends Council consider approval of a 3.2% Off Sale Liquor license for Kwik Trip, Inc. dba: Kwik Trip #1171 located at 18755 Sandhill Parkway NE in East Bethel.

Lewis opened the public hearing at 7:11 p.m.

There were no comments.

Lewis closed the public hearing at 7:11 p.m.

**DeRoche stated I'll make a motion to approve the 3.2% Off Sale Liquor license for Kwik Trip, Inc. dba: Kwik Trip #1171 located at 18755 Sandhill Parkway NE in East Bethel. Miller stated I'll second.**

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

**~~4.0 C Potentially Dangerous Dog Hearing~~**

This item was removed from the agenda.

**4.0 D Capstone Traffic Study Presentation**

Davis stated that Capstone Homes, Inc. has requested that the City have a traffic study prepared to assess the impact their proposed development's access points would have on Viking Blvd., Sandhill Parkway and 187th Lane and Hwy. 65. This study would be commissioned by the City and prepared by an independent consultant. The City Engineer was directed to solicit proposals for the scope of work and cost for the study. Capstone would be required to establish an escrow account in an amount to pay for any expenses associated with this work.

Davis stated the letter of request, Attachment 4 to Council's packet, is Capstone's notification of their intent to have the traffic study completed through the City and independent of their input. Capstone's work items specified in their letter may or may not be included in the deliverables of the study.

Davis indicated the base proposal would include the intersections of Hwy. 65 and Viking Blvd., Viking Blvd. and Sandhill Parkway, Viking Blvd. and Williams CT Way and Viking Blvd. and Greenbrook Drive (CR 68).

Mayor Lewis stated the study should also include 187th Lane from its intersection with Hwy. 65 to the roundabout on Sandhill Parkway and in addition to this location, the intersections of Greenbrook Drive and Crosstown, Crosstown and Hwy. 65, Greenbrook Drive and Briarwood Lane. Mayor Lewis also requested that the traffic impact from the Elevage project and the future Osborne development be factored into the study findings.

1 Davis noted Capstone has no past history with SEH but has used S2 Solutions for consulting work. If  
 2 S2 Solutions is selected to prepare the study, they will be contracting with the City and would have no  
 3 connections with Capstone for this work.

4 Davis stated the SEH proposal regards the impacts to Crosstown Blvd. as negligible with the complete  
 5 buildout of the area bounded by Viking Blvd on the north, Greenbrook Drive on the east, Briarwood  
 6 Lane on the east and Hwy. 65 on the west, and does not recommend the inclusion of Crosstown Blvd.  
 7 in their analysis.

8 Davis noted an escrow account in the amount of the consultant fee and any charges on the part of  
 9 the City Engineer will be established by the City and funded by Capstone to pay for the cost of the  
 10 study. No City funds will be used for this activity. The cost for the studies are as follows:

	Phase 1	Phase 2
S2 Solutions	\$13,400	\$12,300
SHE	\$24,000	\$15,500

11  
 12  
 13  
 14  
 15 Davis stated the City Engineer has worked with both firms and recommends that each is capable of  
 16 performing the work. Davis requested the City Council select either S2 Solutions or SEH and authorize  
 17 the consultant to proceed with the project.

18 Lewis stated this was not quite correct. He did not believe they were talking about phase one and  
 19 phase two. He indicated that this was his experience on the Elevage project and that traffic study.  
 20 He believed the traffic study was not adequate and they did not look at the big picture. He pointed  
 21 out on the map what he believed did not work and where people might cut through on various roads  
 22 in the City. He indicated to him, they were an integral part of doing a proper traffic study and they  
 23 were not an add on, unreasonable, or superfluous.

24 Mundle asked why they had two locations not in East Bethel. Lewis responded because they were  
 25 their primary blockage points for traffic and that was why they were not the Cities. He stated it didn't  
 26 matter if they were in East Bethel or not but it mattered if they were major points that were going to  
 27 "plug up" and prevent traffic from flowing. He indicated it did not matter if they were physically in  
 28 the City and what mattered was where there were places the traffic was going to be "blocked up."

29 Mundle stated it did matter because it was in the City. Lewis stated in his opinion it was a spurious  
 30 argument. He indicated he was not asking for an evaluation of the impact in Duluth; these were  
 31 traffic patterns that people were going to follow and they would figure them out quickly. He stated  
 32 he was not arguing about it, but rather expressing his opinion.

33 Lewis stated he believed there was going to be major blockage points, especially when Elevage was  
 34 there.

35 Mundle noted it was all of the City's jurisdiction. Lewis stated Mundle had expressed his opinion and  
 36 they have a disagreement.

37 DeRoche stated he believed there would be "pinch points" and the traffic had to go somewhere. He  
 38 indicated Hwy. 65 and CR 22 was going to be a bottleneck and during rush hour Hwy. 65 was already  
 39 a mess. He noted they were also projecting they will be working on Hwy. 65 about when Capstone  
 40 would be done.

41 Lewis stated in order to have a proper analysis, they had to include Elevage as that would impact the  
 42 same places.

1 DeRoche inquired if a previous traffic study had been done. Davis responded that was correct and it  
2 was done by Kimberly Horn. He noted the results of that was done prior with the approval of Sandhill  
3 Parkway being a completed project in one phase. It was done with the assumption that the access to  
4 Elevage would be stopping at their northern boundary which was the golf course.

5 Lewis stated those were obsolete before they were printed and when he got on the Council, they had  
6 virtually no relevance and that was when he voted against it. He stated he was not against  
7 development, but he wanted the residents to know what the consequences of development were.  
8 He indicated the easiest thing in business was to externalize costs on to other people. He believed  
9 this was going to be very tough on Hwy. 65. He noted he wasn't a civil engineer though and this was  
10 just his opinion.

11 DeRoche asked what was phase one and two as he only remembered one phase. Lewis stated that  
12 was what he meant and phase two was just made up.

13 Davis stated that was the way they identified these in the proposal, but it was done simultaneously.  
14 It was just broken down.

15 Lewis stated distinction without a difference was another way to say it because it all had to be done  
16 at the same time, and it all had to be inclusive of what they know was going to happen at Elevage.

17 Davis stated both proposals did say they did take into account the Elevage traffic generation  
18 projection would be included in their final analysis.

19 Lewis stated he was very clear at the outset because of his experience with Elevage and he didn't like  
20 the way the City Council handled that, so he would be watching this one very closely and he meant  
21 what he said. He stated if it was not complete or there was something "goofy" about it, he was going  
22 to call it out. He indicated his obligation was to the residents of the City. He noted he was not going  
23 to go along with a "bologna" study. He stated he did not know what basis they have for choosing one  
24 or the other. He indicated they were not civil engineers and they had never worked with these  
25 people. He asked Mr. Barker if he trusted their abilities to do a good study.

26 Matt Barker, Capstone, responded he believed they would.

27 Mr. Barker stated they have had to do the exact same process with several other communities. He  
28 indicated they had been in the industry working with a lot of city engineers and providing third-party  
29 analysis of traffic that could be trusted by the City. He noted they were separating themselves from  
30 them in that respect. He indicated they had just completed a very significant study in Delano where  
31 they had some of the same concerns as East Bethel and they did tremendous work.

32 Mr. Barker stated there was a lot of back and forth to make sure, as this goes to a public hearing, that  
33 they are going to have a chance to hear and understand what is defined in the traffic study. He  
34 indicated they worked closely with the city's engineers and the State to make sure that the data and  
35 the answers were sufficient.

36 Lewis stated Mr. Barker's words were good enough for him. Lewis stated the one thing he would not  
37 go along with was East Bethel picking up any of the costs of the study. Davis responded that no City  
38 funds would be used in this.

39 **DeRoche stated I'll make a motion to approve S2 Solutions to perform the Capstone traffic study.**  
40 **Miller stated I'll second.** Lewis asked any discussion? To the motion, all in favor say aye. **All in**  
41 **favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

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

Lieutenant Derek Peters presented the September 2023, Sheriff's Report, stating the Sheriff's Department responded to 376 calls for service, which included one burglary, 5 thefts, 4 assaults, 3 damage to property, 8 PI accidents, 8 PD accidents, 56 medicals, 31 animal complaints, 11 alarms, 5 gross misdemeanor arrests, 6 misdemeanor arrests, 4 DUI arrests, 2 domestic arrests, 5 warrant arrest, 92 traffic stops, and 17 traffic arrests.

**Informational; no action required.**

**4.0 D Fire Department Monthly Report**

Fire Chief Sanow presented the September 2023 report and noted that they responded to 81 calls, of which 58 were medical, 8 crashes, 3 alarms, 4 burning/smoke, 7 other, and 1 fire.

Davis stated Fire Chief Rodney Sanow will present a proposal for discussion of a fire services agreement with the City of Bethel and the Fire Department's monthly report.

Davis indicated the City of East Bethel has been approached by the City of Bethel to discuss the contracting of fire services to cover their municipality. The City of Bethel is facing serious staffing issues within their current 7-member fire department and is seeking solutions to this problem outside the continuation of operating their own fire service.

Davis noted the base demographic profile for the City of Bethel is:

- Size - 1.04 square miles
- Population - 473
- Number of homes - 186 homes
- Number of Businesses - 12 businesses

Davis stated the City of Bethel Fire Department has:

- 1 - 4,300 SF Fire Department Building
- 1 – 2008 Freightliner Pumper Truck
- 1- F350 Grass Rig
- Approximately 30 primary call responses per year (East Bethel responded to 923 calls in 2022 - 652 medical 271 other)
- A Fire Department budget of \$30,000 (East Bethel 2023 Fire Department Budget- \$987,500)
- A 2023 cost per resident of \$63 ( the 2023 East Bethel cost per resident is \$81)

Davis noted the 2023 estimated cost to provide fire service to the City of Bethel based on our cost per resident times the Bethel population would be \$38,330. This cost increases to \$42,724 for 2024 for our draft preliminary 2024 budget increase for our Fire Department. The proposed 2024 fire department is \$1,100,700 and includes \$83,500 for a proposed additional full-time position.

Davis indicated other considerations are:

- Should we contract with the City of Bethel to provide fire services, we would use our Fire Station 2 at 2349 221st Ave. as the station of service. We would not need the Bethel station and we would not want any of their equipment as we have no place to garage any additional vehicles.
- The only items we could use from the Bethel Fire Department would be their tablets, radios, and pagers.
- Distance from Fire Station 2 to University Ave. and Main Street in Bethel is 4.95 miles

1 Davis stated the City Council is requested to discuss the feasibility of and interest for a fire services  
2 contractual arrangement with the City of Bethel and provide staff direction as to any further action  
3 on this matter.

4 Miller stated he had spoken with the St. Francis and Bethel fire departments and they were trying to  
5 get a joint JPA going. He noted that was one of the reasons the remaining staff elected to use or get  
6 paid out of their fireman funds. He indicated they've told him that the grant they applied for in both  
7 cities they received where their station would become number two and increase the coverage for  
8 Bethel and also give a little bit extra coverage for that side of the City for St. Francis, but up to 5  
9 firefighters for St. Francis were being transferred over to Bethel to cover their staffing issues.

10 Miller stated he did not know why East Bethel was getting involved at this point when they had  
11 grants that have been approved by the State to do this. He asked wouldn't it be in the City of both  
12 Bethel's and St. Francis' best interest to let that play out because the residents would have better  
13 coverage. He noted they were adding on 4.95 miles and they are saying they are short staffed all of  
14 the time. He stated there was nothing in the proposal to East Bethel that had anything to do with  
15 what was actually going on in the background over there.

16 Davis stated this had just come up last week and Sanow could update them on St. Francis. He noted  
17 they were just updating the Council as to the meeting they had with Bethel.

18 Miller stated this was a proposal for consideration and with what they have, they are not going to use  
19 their fire rigs or their fire department station. He asked what was going to happen to the remaining  
20 firemen that were there. He also asked if East Bethel was going take them. He noted Bethel actually  
21 had someone East Bethel had let go. He stated he did not see how the residents benefitted from this.  
22 He indicated the residents should be first in mind and this did not seem to play out that way.

23 Sanow stated they had not approached Bethel – Bethel approached them approximately two weeks  
24 ago. He stated he did not know that St. Francis had applied for the grant and he was told today they  
25 had received two grants from the State Fire Marshal. He stated he gave them a number and he  
26 believed the City's coverage would be about the same from East Bethel's station from what they are  
27 getting now. He noted they actually go through Bethel to cover parts of the City. He stated he was  
28 looking for direction, and if the Council said they don't want to do anything with this, that was fine.

29 Miller asked how Sanow felt about St. Francis now that they had received the grants. Sanow  
30 responded let them go with the St. Francis things and sign a 2-year contract to see if it worked and if  
31 it didn't work, then come back to East Bethel. He stated for East Bethel to get involved now, they  
32 would not be able to even think about taking over coverage until March or April, 2024.

33 DeRoche stated they would still get mutual aid. Sanow responded that was correct.

34 Lewis stated he did not have enough information to make a decision on this at this time.

35 DeRoche noted East Bethel was already short and looking to hire people for the Fire Department, and  
36 the firefighters were already overworked, so why would East Bethel want to take on anymore. Davis  
37 responded this was just a fact-finding discussion.

38 The Mayor of Bethel stated he knew about the situation and they were trying to find out more  
39 information, but the person who set up the meeting between Lewis and Davis did not have  
40 permission to do that and it was done on her own initiative. He noted they did not officially call East  
41 Bethel. He indicated they also have been working on this for eight months and not two years as  
42 stated.

1 The Mayor of Bethel stated cost was probably their biggest hurdle. He indicated they were a small  
2 town with a limited number of residents and businesses, so they do not have the tax base. He  
3 indicated they have 7 firefighters and 4 of those were going to get paid out of their relief fund and  
4 leave, so there would only be 3 people left. He indicated one of the people who would be left had  
5 previously worked in East Bethel, another one lives too far away, and the last one is still on the fence.  
6 He stated when this all is done, they will have 3 firefighters.

7 Lewis asked if they have considered merging into St. Francis's fire department. The Mayor of Bethel  
8 responded that discussion has been ongoing and he wanted to have a contract with St. Francis to see  
9 how it works and if it was feasible for both cities. He indicated everything right now was preliminary  
10 and they are in the beginning of their discussions. He stated they had received the numbers from St.  
11 Francis and their numbers were higher than what their budget was, so they would have to levy for an  
12 enormous tax increase for their small city. He indicated there were a lot of retirees in their city.

13 Miller asked what the grant covered. Mayor of Bethel responded he believed it was for equipment,  
14 but he did not have all of the information on the grants yet. Miller stated he would want more  
15 information on the grants.

16 Smith stated he wanted them to try the two-year contract to see if it worked and if it didn't work,  
17 then come back to East Bethel.

18 DeRoche asked the Bethel Mayor what their residents thought. Mayor Bethel responded the public  
19 meeting has not been held yet, but it would be held soon.

20 Lewis requested the Mayor of Bethel come back to the Council after the public meeting.

21 Davis stated staff will talk to St. Francis to inform them of the discussion with Bethel.

22 **Informational; no action required.**

## 23 **5.0 Public Forum**

24 Suzanne Erkel updated the Council on the citywide Christmas tree lighting at the Senior Building  
25 annex on December 2 at sunset. She asked for City resources to get the tree standing up and asked if  
26 the City could provide some lights and put them up also, so the rest of the donations could be used  
27 for ornaments. She indicated her vision was to have hot chocolate, coffee, and cookie platters in the  
28 Senior Center for people.

29 Ms. Erkel stated with respect to the traffic study, she appreciated the Council's due diligence in this.  
30 She noted this study was important for the City as traffic was "crazy".

31 Ms. Erkel noted Thursday is game day at the Senior Center from 1-4 p.m.

32 Karsten Anderson, St. Francis School Superintendent and resident of East Bethel, thanked the Council  
33 for their due diligence and including the School District in the discussions with Nexus.

34 Mr. Anderson updated and presented the Council and residents on the upcoming operating levy  
35 referendum on November 7. Davis pointed out that the only polling place for the referendum was  
36 the East Bethel Senior Center.

37 Stacy Saxe, expressed concern about the process for hiring a City Administrator. She stated the  
38 residents deserved a transparent process. She noted that City Councils generally did not have a lot of  
39 experience in the recruitment and hiring of a City Administrator as City Administrators did not need  
40 to be replaced very often. She indicated usually City staff would run the process or hire an  
41 experienced consulting firm to conduct a search. She asked the Council to have a transparent search

1 for the next City Administrator by using a consultant to conduct the search. She noted both herself  
 2 and other residents would be disappointed in the Council if the search was not transparent and if the  
 3 Council did not have the residents in their best interest.

#### 4 **6.0 Consent Agenda**

5 ~~Item A: Approve Bills~~

6 ~~Item B: Approve Meeting Minutes October 9, 2023 City Council Meeting~~

7 Item C: Approve Hire of Administrative Assistant

8 ~~Item D: Tobacco License Application, Kwik Trip #1171~~

9 Lewis requested to pull Items A, B, and D. Smith requested to pull Item A.

10 **DeRoche stated I'll make a motion to approve Consent Agenda Item C. Miller stated I'll second.**

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

#### 13 **6.0 A Approve Bills**

14 Smith inquired about the Newman Traffic Signs and the Warning Lights. Davis responded Warning  
 15 Lights was the name of the company and it was for the JPA bid for street markings. With respect to  
 16 Newman Traffic Signs, those were for the street traffic signs bought for replacement scheduled to  
 17 221<sup>st</sup> Avenue. He noted the City received better pricing by buying in bulk.

18 Lewis noted his questions had been answered.

19 **Lewis stated I'll make a motion to approve Item A of the Consent Agenda. Smith stated I'll second.**

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

#### 22 **6.0 B Approve Meeting Minutes October 9, 2023 City Council Meeting**

23 Lewis noted his comment at the end of the Fire Relief Association presentation where he gave  
 24 appreciation to Troy on behalf of the people of East Bethel were not in the minutes. He requested his  
 25 comments exactly as he said it be put in the minutes.

26 Lewis stated the video of the October 9 meeting was also not on the media center.

27 **Lewis stated I'll make a motion to approve Item B of the Consent Agenda as revised. DeRoche**

28 **stated I'll second.** Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.**

29 Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

#### 30 **6.0 D Tobacco License Application, Kwik Trip #1171**

31 Lewis asked how much did a tobacco license cost. Davis responded \$300.00.

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

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

#### 35 **7.0 New Business. Commission, Association, and Task Force Reports**

##### 36 **7.0 A Planning Commission**

##### 37 **7.0 A.1 Septic Variance: 243 Elm Rd**

38 Lewis stated he looked on the Planning Commission agendas for the past year and he could not find  
 39 243 Elm on any of the Planning Commission agendas. He noted this was on the Coon Lake Beach  
 40 neighborhood. Berg responded Lewis was correct that this was never on a Planning Commission  
 41 agenda and it came to staff. He noted septic variance hearings only needed one hearing, so it did not

1 have to go to the Planning Commission prior to coming to the City Council and it could be done at  
2 either/or.

3 Berg stated there was a pending sale on this property along with an adjacent parcel. The request for  
4 the variance was prompted by the City septic compliance inspection required by Code for the transfer  
5 of property. The closing for this sale is contingent upon the approval of this variance to satisfy City  
6 Code Section 74-48. The residence is located on a .13-acre parcel and the applicant intends on  
7 combining the adjacent parcel of .04 acres to create a single parcel of .17 acres or 80' x 100'.

8 Berg indicated the contract property owner is seeking approval of a variance for a Type II septic  
9 system at 243 Elm Rd NE. Type II Septic Systems are holding tanks that require a variance per MN  
10 Rules Chapter 7080 and the MPCA. The existing, non-compliant system, which is also a tank, located  
11 on a neighboring property, has failed. It will be disconnected, the affluent will be pumped and the  
12 tank will be crushed.

13 Berg noted due to the limited space on the property, even after the lot combination, there would not  
14 be sufficient space for the construction of a traditional Type I system which meet setback  
15 requirements. The narrow lots are what prompted the placement of the existing tank on the  
16 neighboring property originally. A Type I system, with a drain field, requires a 20-foot setback from  
17 the house foundation and 10-foot setback from any property line. Tanks are required to be placed 10  
18 feet from foundation and 10 feet from property lines. After the combination of the two parcels there  
19 will be approximately 30 feet between the foundation and the north property line. Attachment 3  
20 shows an aerial of the property.

21 Berg stated variances for Type II systems cannot be approved if there is space on the property to  
22 install a compliant septic system. If the variance is not granted, the residential structure will be  
23 considered uninhabitable due to lack of a working septic system.

24 Berg indicated consideration of a variance requires the following three-factor test:

25 A test of reasonableness - giving consideration to use of the property restricted by the rules of  
26 the ordinance in a practical manner:

27 Septic systems are required for a home to be considered habitable. The Minnesota Septic Code  
28 prohibits holding tanks unless approved through the variance process by the municipality in which  
29 they are located. The approval of the variance would allow this property to continue as a residential  
30 use.

31 The test of uniqueness - the issue for the variance is due to circumstances unique to the  
32 property and not caused by the landowner. The uniqueness generally relates to the physical  
33 characteristics of the particular property.

34 In this case, the property has limited space for a replacement drain field due to the lot sizes created  
35 by this 1920's era plat, current setback requirements for wells and structures and DNR lakeshore  
36 regulations. These factors support the uniqueness test for the variance.

37 The test of alteration of the essential character of the neighborhood - this factor is used to  
38 consider whether the resulting structure or improvement will be out of scale, out of place, or  
39 otherwise inconsistent with the surrounding area. When applying this test to a setback  
40 reduction, the visual impact or use of the building or improvement relative to the surrounding  
41 dwellings is the emphasis of assessment.

42 In this case, this neighborhood has had a significant number of septic variances issued due to the age  
43 of this neighborhood and the small lot sizes. With a number of older systems needing to be replaced

1 in this area, this variance request is quite common and granting this variance will not change the  
2 essential character of the Coon Lake Beach neighborhood.

3 Berg requested the City Council hold a public hearing regarding a variance for a Type II Septic System  
4 at 243 Elm Road NE. and approve Resolution 2023-71, granting a Variance to Allow for the Installation  
5 of a Type II Septic System at 243 Elm Road NE.

6 Lewis opened the public hearing at 8:25 p.m.

7 There were no comments.

8 Lewis closed the public hearing at 8:25 p.m.

9 Lewis noted the closing for the sale was contingent upon approval of the variance to satisfy City Code  
10 Section 74-48. He asked how this related. He noted as somebody that lives on Coon Lake Beach for a  
11 long time (east of it), he was well aware that what was being said was correct and they actually had  
12 to have a holding tank to conform, but it was definitely better to have a working holding tank than  
13 one that has failed and was leaking into the groundwater. He appreciated staff bringing this forward.  
14 Berg noted it was also best to have it on their own property and not onto somebody else's property.  
15 Lewis noted they generally did not like that.

16 **DeRoche stated I'll make a motion to approve Resolution 2023-71, Granting a Variance to Allow for**  
17 **the Installation of a Type II Septic System at 243 Elm Rd NE. Smith stated I'll second.** Lewis asked  
18 any discussion?

19 DeRoche stated Berg had indicated this could go to either to the Planning Commission or the City  
20 Council. He asked if the Planning Commission could grant a variance without the City Council doing it.  
21 Berg responded no, the Planning Commission can make a recommendation and hold the public  
22 hearing. After that the recommendation would come to the Council for approval/denial, or the  
23 Council could hold the public hearing and make the approval/denial themselves.

24 DeRoche stated for the record he knew of several people on Coon Lake have had this issue and did  
25 not get variances, with one in the past year and it cost that person \$50,000 on the sale of their  
26 property. He indicated he was surprised that it did not come before the Planning Commission.

27 Lewis asked if this property was in the Shoreline Management Area. Berg responded that was  
28 correct.

29 DeRoche stated anything within 1,000 feet was Shoreland Overlay District.

30 Lewis stated he had recently driven by this property and it looked like there was a lot of remodeling  
31 being done on the place. He indicated there were cabinets sitting on the outside. He asked Berg if  
32 staff knew of this remodel. Berg stated this was a change of ownership, so he assumed they were  
33 upgrading.

34 Lewis stated he did not want to get anyone in trouble, but what does someone have to do to get a  
35 permit for remodeling (plumbing, electrical, mechanicals, etc.). Berg responded permits were  
36 required if things were moved, but generally kitchen remodels to some degree did not require a  
37 permit.

38 Lewis pointed out that he checked with Nick before he put in new kitchen cabinets in his own kitchen  
39 just to make sure he was following the law. He noted it appeared someone was investing a lot of  
40 time and effort to improve the property. He believed it was good for the environment to have  
41 working mechanicals.

1 DeRoche noted there are some of the holding tanks where he lives and those people were told that  
2 sewer and water was going to come through in five years and to put the holding tanks in. Berg stated  
3 these owners were told by the septic designer that this was their only option.

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

#### 6 **7.0 A.2 Ordinance Amendment: Mobile Food Vendor Units, Ch. 18, Art. V**

7 Lewis asked what was driving this issue. He indicated the report Council received said staff had  
8 received a complaint from a resident about enforcing licensing and regulation of food trucks. He  
9 asked who this person was and it could be whispered in his ear. Berg responded when he started  
10 with the City and was working on code enforcement, they were getting questions all of the time  
11 about licensing of food trucks. He stated he received calls all of the time about what it took for a  
12 food truck to come into the City.

13 Lewis asked if this was from people who wanted to bring a food truck into the City. Berg replied that  
14 was correct. He noted other surrounding cities, as well as Anoka County, had licensing requirements.  
15 He noted the food truck vendors seem quite confused that East Bethel did not have anything. He  
16 stated he had also received a written email complaint from a verified resident that the taco truck that  
17 was frequently in the You Pull Our Parts was not in compliance.

18 Lewis asked how would that person know if they were in compliance. Berg responded they had  
19 reviewed the City's Ordinance and realized there were some potential holes in the Ordinance that  
20 allowed people to get around not having to have a license or registration in the City.

21 Lewis stated the first thing that went through his mind, being the cynical person he was, was that if  
22 he operated a Mexican restaurant right down the street a couple of miles, he probably would not  
23 want to see a low overhead. Berg responded he believed this complainant was retired.

24 Lewis stated that was why he asked the question. He stated he was surprised about this since it  
25 appeared they were only changing the requirement that they have to post the license from the  
26 County and he was surprised that it is not a condition of the County itself that this had to be posted  
27 wherever they set up. Berg responded that local units of government can have their own form of  
28 regulation. He noted they could have to authorize the County to do the licensing if that was what  
29 they want to see done.

30 Lewis stated he was surprised they did not make any money off this, again with his cynical history  
31 with East Bethel, was that if there was a dime in it, they want it. Berg responded he wanted to make  
32 this change so that it took the least staff time involved as possible. Lewis stated Berg had not spent  
33 enough time here and was not with the program yet. He noted it was getting late, and he was getting  
34 "goofy."

35 Berg stated as the popularity of food trucks has continued to grow, City staff regularly take calls  
36 fielding questions from vendors and the public on mobile food vendors and City licensing  
37 requirements. In July 2023, City staff received a complaint from a resident about enforcing licensing  
38 and regulation of food trucks currently operating in the City. At that time, City staff researched the  
39 existing ordinance and determined that clarification was necessary in order to provide staff a process  
40 for registrations and a mechanism to ensure compliance.

41 Berg noted Appendix A. – Zoning – Sec. 01. – General Provisions of Administration "East Bethel  
42 Zoning Ordinance" permits food trucks to operate in Highway Commercial (B3), Central Business (B2),  
43 Light Industrial (I) and Mixed-Use Districts (MXU).

1 Berg indicated the General Zoning Code also provides the following definition: Food truck: A mobile  
2 food unit (MFU) is a food and beverage service establishment that is a vehicle mounted unit, either  
3 motorized or trailered, and readily movable, without disassembling, for transport to another location.  
4 The unit can operate no more than 21 days annually at any one place unless it is operated at the site  
5 of and in conjunction with a permanent business licensed under Minnesota Statutes, chapter 157, or  
6 chapter 28A. All MFU must operate in compliance with the Minnesota food code.

7 Berg stated beyond the definition and allowable zoning districts permitting operation there are no  
8 defined parameters or permitting requirements for operation within the City limits of East Bethel.

9 Berg noted at the July 25, 2023 Planning Commission, City staff brought a proposed Mobile Food  
10 Vendors Ordinance for review and discussion. An informal recommendation at the conclusion was to  
11 revise Article V. - Peddlers and Solicitors to include Mobile Food Vendors in the definition, add a State  
12 Licensing requirement, and research an appropriate permit fee.

13 Berg indicated after further research of nearby cities, contact with Anoka County Environmental  
14 Services, as well as consultation with City staff who handle permitting, the ordinance revision was  
15 presented at the September 26, 2023 Planning Commission meeting. This proposal simply requires  
16 the Mobile Food Unit operator to obtain an Anoka County Food Truck License and provide the City  
17 with a copy before operating in East Bethel. By a vote of 5-0, with one member absent, Ordinance  
18 2023-11 was recommended for approval.

19 Berg requested the City Council hold a public hearing and at the conclusion review the proposed  
20 ordinance changes in addition to the Planning Commissions formal recommendation to amend Article  
21 V. - Peddlers and Solicitors, Division 2. Licensing and Regulation, Sec. 18-230 to include the existing  
22 Zoning Code definition of Mobile Food Vendors and Section 18-236. Registration to include a  
23 provision requiring Mobile Food Vendors to furnish a copy of a valid Anoka County Temporary Food  
24 Truck/ Trailer License.

25 Lewis opened the public hearing at 8:36 p.m.

26 There were no comments.

27 Lewis closed the public hearing at 8:36 p.m.

28 **DeRoche stated I'll make a motion to amend Article V. – Peddlers and Solicitors, Division 2.**  
29 **Licensing and Regulation, Sec. 18-230 to include the existing Zoning Code definition of Mobile Food**  
30 **Vendors and Section 18-236. Registration to include a provision requiring Mobile Food Vendors to**  
31 **furnish a copy of a valid Anoka County Temporary Food Truck/Trailer License. Smith stated I'll**  
32 **second.** Lewis asked any discussion?

33 DeRoche stated one of the issues he has had was when a complaint triggered an Ordinance change or  
34 the creation of an Ordinance. He asked if lemonade stands and garage sales would be next. He asked  
35 if they would need to go through a fire inspection beforehand. He asked why would they create an  
36 Ordinance when one a complaint received. He noted Ordinances didn't go away and they just get  
37 built on and built on. He indicated he had listened to the Planning Commission meetings twice and  
38 they had conversation that didn't go anywhere. He noted there were a few good comments, but for  
39 the most part it was convoluted and he could not understand what they were trying to do. He stated  
40 in his mind, why were they bothering this taco truck guy. He indicated if a food truck was in  
41 someone's parking lot and the owner did not want them there, the owner had the right to ask the  
42 food truck to leave as they were trespassing.

1 Lewis asked if DeRoche was saying there's a solution in search of a problem. DeRoche stated there  
 2 was a lot more high priority and important things that the City should be doing than worrying about a  
 3 food truck in a parking lot. He stated he knew from the first time this was introduced there would be  
 4 a lot of time and money put into it. He did not understand why they would put this much time and  
 5 money into this when they should be doing other stuff.

6 Miller asked when they had other food trucks calling the City asking for the regulations, where there  
 7 other places in the City the trucks were gathering. Berg responded Ms. Frost handles all of the  
 8 business licensing for the City and she has told him she takes calls on a regulation from food truck  
 9 vendors asking about the licensing requirements in order to operate in the City. He noted in the  
 10 Ordinance prior to the change, there was a hole in there. He stated there was nothing. He indicated  
 11 there was a definition of a food truck, what a food truck was, and said it could operate in the City's  
 12 business districts. He noted it did not say anything about if they could be in parks, private parking  
 13 lots, etc. He indicated right now it was unenforceable for the City staff to say that food trucks would  
 14 not be in the City. He noted a private business could ask a food truck to leave their property, but did  
 15 the City want to put that on a business owner to start an argument with someone in their parking lot  
 16 and tell them they would have to call the Sheriff. He noted the City would have a mechanism to ask  
 17 for the County permit and if they did not have the permit, they could be told to go and get one. They  
 18 then could get a 21-day permit to operate in the City. Berg noted this would also allow the City to  
 19 verify the food truck met Health Codes and they've been inspected by a Fire Department. He  
 20 indicated they were not requiring any fees or anything associated with this; they were just simply  
 21 asking if they had obtained the Anoka County verification.

22 Miller asked if there were no regulations and they did not see a whole bunch of them show up, what  
 23 was the purpose of putting regulations on this. He noted they did not have any rules or regulations  
 24 to begin with, so why now. Berg responded that the complaint was generated about the taco truck at  
 25 You Pull Our Parts.

26 Miller asked if the complaint was made by the owner of the property. Berg responded it was made  
 27 by a resident of the City. He noted he has had emails and a conversation with the person. He noted  
 28 right now he had nothing that gave him authority to tell the taco truck they were not operating by  
 29 City Code.

30 DeRoche asked why should staff have to. He stated the business could always call the Sheriff and tell  
 31 them someone was trespassing and to come and get them. He stated he did not believe it was up to  
 32 the City to be the "food police," unless it was something egregious. He noted You Pull Our Parts  
 33 could call 911 and report the food truck as trespassing if they did not want them in their parking lot.  
 34 He stated this was only a complaint.

35 Lewis pointed out this discussion was just going around in a circle.

36 **Lewis stated I'll make a table this for at least a month. Miller stated I'll second.** To the motion, all  
 37 in favor say aye. All in favor. Lewis asked any opposed? That motion passes. **Motion passes**  
 38 **unanimously.**

39 **7.0 B Economic Development Authority**

40 None.

41 **7.0 C Park Commission**

42 None.

43  
 44 **8.0 Department Reports**

**8.0 A Community Development**

None.

**8.0 B Engineer Report**

None.

**8.0 C City Attorney**

None.

**8.0 D Finance**

None.

**8.0 E Public Works**

None.

**8.0 F Fire Department**

None.

**8.0 G City Administrator Report****8.0 G.1 Reserve Capacity Loan Payment Schedule Approval**

Lewis noted the Finance Director was not able to be in attendance at the meeting and because he thought a lot of Jeziorski as a very, very, sharp young man who was very knowledgeable about all of this, he wanted to table this to the next meeting. He indicated he had a few more questions he wanted to ask Jeziorski. He noted he had asked a lot of questions previously about the length of the amortization schedule because it could buy them some financial flexibility, but now he was wondering if that was a good or bad idea. He stated he wanted Jeziorski's opinion on this.

DeRoche requested Jeziorski come to the next Council meeting for any questions Council has and to explain this. He noted in the old days when there was a big project, the City Engineer would come in so everyone understood.

Lewis stated that could be requested and he was just going to talk to Jeziorski, but because it was an arcane subject, he could think of nobody better to present it.

DeRoche stated for the Council's benefit and the resident's benefit. Davis stated this was possible.

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

**~~8.0 G.2 City Administrator Position Update~~**

This item was removed from the agenda.

**9.0 – Other Items****9.0 A Staff Report**

Davis stated there was an HRA meeting following this meeting.

**9.0 B Council Reports**

Mundle updated the Council on the recent EDA meeting noting the EDA had a business retention expansion program discussion and now were getting to the stage of trying to identify some leadership members to start taking the reins and getting a roadmap in place.

Mundle requested Davis check the video from tonight's meeting concerning the vote on the meeting agenda. He recalled he made the motion to approve the agenda, but did not believe there was a second, but the motion was voted on. Lewis asked if he wanted to redo it right now.

1 Larson noted once the Council had already gone through the agenda, it became a moot issue as far as  
2 a first and a second voting on the agenda because they have already worked through it. He indicated  
3 they have actually waived it just by action. He apologized for being late to the meeting and it was  
4 due to a traffic accident on 694.

5 Mundle stated he did have questions with respect to the City Administrator position that they did not  
6 have to answer right now. He requested the process be a normal application process where Lewis's  
7 candidate would submit their application and resume and it would be vetted by staff. If they qualify  
8 for an interview, then they would be interviewed and staff would follow the interview panel's  
9 recommendation.

10 Lewis thanked Mundle for his request and indicated it would be taken under advisement.

11 Mundle stated he was interested in a timeline of when things were going to happen. Lewis  
12 responded, "cool" and thanked Mundle.

13 Smith stated he had an issue with the "newspaper guy" being sent the Council packets. He noted he  
14 had brought this concern up before. Davis responded the reporter was receiving the packet because  
15 he requested the packet and not sending him the packet was a violation of the Public Data Request.

16 Smith stated he wanted input from the other Councilmembers. He asked why should staff do the  
17 reporter's work and he could go to the City's website like everybody else to look at everything. He  
18 stated he did not agree with sending the reporter the Council's packet.

19 Mundle stated he had no issues with it. He indicated reporters should be informed of what's going  
20 on.

21 Smith asked what fell underneath the data request. He also asked if it was for things prior to coming  
22 out, or for things that had already come out. Larson responded he had never looked at this issue with  
23 respect to a data request with respect to an ongoing basis for the Council's agenda. He noted it was,  
24 however, a fairly standard operating procedure by municipalities and the press and he understood  
25 why the City was following this. He noted when it came to the point of law, he had not looked into it,  
26 but he could.

27 Smith stated a lot of the information the "guy" printed in the paper was not true. He believed he  
28 needed to do his own research and come up with the facts, but now a days reporters do not do that  
29 and just said what they wanted. He stated the reporter could do his own research and the City  
30 should not have to do it for him. Lewis stated they were enabling. Smith stated the reporter needed  
31 to do his own job.

32 **9.0 C Other**

33 None.

34  
35 **10.0 Adjourn**

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

38 Meeting adjourned at 8:53 PM.

39 Submitted by:

40 Kathy Altman

41 *TimeSaver Off Site Secretarial, Inc.*

# DRAFT MINUTES: NOT YET APPROVED

## EAST BETHEL CITY COUNCIL MEETING

October 10, 2023

The East Bethel City Council met on October 10, 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  
Aaron Berg, Community Development Director

### 1.0 Call to Order

The October 10, 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

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

### 4.0 Presentations and Public Hearings

#### 4.0 A East Bethel Fire Relief Association – PERA Pension Presentation

Mr. Troy Lachinski indicated he had previously attended a Council meeting where he asked for the Council's permission to explore moving the East Bethel Firefighters Relief Association from a self-managed plan over to the State Volunteer Firefighter's Plan. He noted at the time, Council gave him permission to explore the different options which he has done.

Mr. Lachinski recommended they move forward with the State plan. He stated it was beneficial to the City to make sure they are able to recruit and retain the most talented firefighters and one of the ways they do that was through a pension plan. He summarized the pros and cons of the Firefighters Relief Association versus the State Volunteer Firefighter's plan.

Mr. Lachinski indicated the East Bethel Firefighters Relief Association consisted of all volunteers and it was meticulous and tedious. He noted nobody had a financial background and did not know how to invest and manage the funds. He stated they also paid their financial advisor in excess of \$10,000 per year. He noted they also had to go through several State audits, which also cost a lot of money. He indicated under the current plan, they assumed a 5 percent annual return on their investments and with the State plan they would assume a 6 percent annual return on their investments.

Mr. Lachinski believed for those reasons, now was the time to move to the State plan. He noted moving to the State plan would help them recruit and train firefighters who come from different cities because firefighters could move wherever they wanted to on the State plan and their years of service would move with them. He noted while he had originally not been in favor of the State plan, he now supported it and all of the objections he had in the past had been cleared up.

1 Davis pointed out that the Fire State aid the City received for this year would go away with the  
2 conversion to the State plan. Mr. Lachinski responded the plan would still get the money, but instead  
3 of him receiving the money that he needed to then deposit, the money from the State would go  
4 directly to the State plan. He stated the \$14,000 the City paid to the Plan would go into the State  
5 plan also instead of into the Firefighters Relief Association plan.

6 Mr. Lachinski stated this was before the Council for approval at this meeting and there was some  
7 time sensitivity as they needed to have it approved by the Council to move forward by November 15.  
8 He indicated they could only join the plan on January 1 and the cut off to move forward was  
9 November 15.

10 **DeRoche stated I'll make a motion to adopt Resolution 2023-70, A Resolution Opting to Join the**  
11 **Statewide Volunteer Firefighter Plan. Smith stated I'll second.** Lewis asked any discussion? To the  
12 motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion**  
13 **passes unanimously.**

14 Lewis stated thanks for all of your work on behalf of all your colleagues and the City Council and  
15 everybody. Mr. Lachinski stated firefighters appreciate the backing of the Council and it is very much  
16 appreciated. Lewis stated thank you.

#### 17 **4.0 B Tobacco Violation Hearing – Hwy i65 Dollar General, Res.2023-66**

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

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

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

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

37 Davis recommended Council review the Resolution and make a determination of the appropriate  
38 penalties to be imposed. Staff is recommending Council conduct the hearing and provide staff with  
39 direction on the penalties to be administered with adoption of Resolution 2023-66.

40 Lewis opened the public hearing at 7:19 p.m.

41 Jessica Constable stated she was the Dollar General's store manager. She noted at the time of the  
42 incident she was on vacation and Ms. Bookwalter operated the store during her absence. She  
43 indicated Ms. Bookwalter was overwhelmed and exhausted and misread the ID. She believed it was

1 an honest mistake and noted Ms. Bookwalter did card every person for tobacco sales. She asked for  
2 forgiveness and stated that would not happen again. She stated Ms. Bookwalter is a great worker  
3 and is very dedicated to her job.

4 DeRoche thanked them for showing up at the meeting and noted everyone makes mistakes. He  
5 asked what kind of training they did. Ms. Constable responded they did computer-based learning  
6 training, which was up to 10 hours of training, depending on their position. She noted there were  
7 tobacco compliance training videos where they are told to card every customer no matter what their  
8 age was.

9 Emma Bookwalter stated she understood how important it was to check ID’s, especially when it came  
10 to minors and it was never her intention to sell to a minor. She indicated she will do everything she  
11 can to prevent this from every happening again and will take more time in checking the ID’s.

12 DeRoche stated he did not think this was an intentional act and he wanted to waive the penalties this  
13 time. He noted though if this happened again, the penalties would be doubled.

14 Miller believed they both sounded sincere and he also believed it was an honest mistake.

15 Smith thanked them for showing up at the meeting and also agreed this was an honest mistake.

16 Larson stated he heard that Council wanted to waive the administrative penalty with respect to DG  
17 Retail, LLC d/b/a Dollar General #22023.

18 Lewis closed the public hearing at 7:25 p.m.

19 **DeRoche stated I’ll make a motion to waive the administrative penalty with respect to DG Retail,**  
20 **LLC d/b/a Dollar General #22023, 1300 209<sup>th</sup> Avenue NE, East Bethel, Minnesota. 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 **5.0 Public Forum**

24 Derrick Lind and Lisa Hendrickson. Mr. Lind stated they were from a citizens advocate group called  
25 ASIC and they were pushing for election reform in Anoka County. He noted they were primarily  
26 focusing on the County level and they have been dealing directly with the County Board.

27 Mr. Lind stated the purpose of them being at the meeting was to introduce who they were and what  
28 they were trying to do.

29 Mr. Lind stated there were three main problems with the elections. He noted one problem was that  
30 they lived in a world where somebody was always going to try to cheat in elections; the second  
31 problem was that no electronic technology was totally secure; and, the third problem was that the  
32 current system was not transparent.

33 Mr. Lind summarized six things they were trying to get the County to do, which he handed out to the  
34 Council. He noted the way to solve this was to get it back to the local level.

35 **6.0 Consent Agenda**

36 ~~Item A: Approve Bills~~

37 Item B: Approve Meeting Minutes September 25, 2023 City Council Meeting

38 ~~Item C: Res. 2023-69, Setting Public Hearing Date: Delinquent Accounts – Utility~~

39 ~~Item D: 2024 Anoka County Law Enforcement Contract~~

40 ~~Item E: Liability Coverage Waiver Form~~

41 Item F: Pay Estimate No. 2 for the 183td Surface Reconstruction Project

1 Item G: Final Payment for the 2022 Street Surface Improvement Project

2 Smith requested to pull Items A and C. Miller requested to pull Item A. Lewis requested to pull Items  
3 A, C, D, and E.

4 **DeRoche stated I'll make a motion to approve Consent Agenda Items B, F, and G. Smith stated I'll**  
5 **second.** Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked  
6 any opposed? That motion passes. **Motion passes unanimously.**

7 **6.0 A Approve Bills**

8 Smith asked with respect to the Fire Department pension, was that received from the State. Davis  
9 responded those were the fund they received and were passed through and paid to the Relief  
10 Association.

11 Smith inquired what the Fire Department charge to motor vehicle services was for. Davis responded  
12 those were pump tests for three different pumper trucks. Smith asked about the Verizon bill and  
13 inquired how many of those were given to the firefighters and how did that work. Davis responded it  
14 was for the firefighters pages that went to their phones.

15 Miller asked about the \$4,000 electric bill for the arena. Davis responded they start putting in the ice  
16 the first of September and this was the cost for the cooling of the ice. He noted the electric bills for  
17 the area would probably run around \$35,000 to \$40,000 a year. He noted as soon as it got cool  
18 outside, the cost would start to go down.

19 Miller inquired about the management fee cost for the ice arena. Davis responded that fee went up  
20 and down during the year, but it stayed within the yearly \$87,000 contract amount.

21 DeRoche inquired about the Connexus charge. Davis responded those were the siren costs for the  
22 electricity for the tornado warning sirens. He noted Connexus billed out each meter.

23 **DeRoche stated I'll make a motion to approve Item A 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 C Resolution 2023-69, Setting Public Hearing Date: Delinquent Accounts - Utility**

27 Smith asked if these delinquencies involved the water/sewer or was it just electricity and/or gas.  
28 Davis responded these were essentially water and sewer bills.

29 Smith asked how long did the residents have to take care of these bills before they were assessed.  
30 Davis responded this was done every year. He noted many balances were assessed this time of year  
31 so they could be put on taxes for the next year.

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

35 **6.0 D 2024 Anoka County Law Enforcement Contract**

36 Lewis stated the reason he pulled this was to make come comments. He noted he had spoken with  
37 Commander Paul Lenzmeier and Lieutenant Derrick Peters recently and the number they gave him if  
38 they went from 36 hours per day of deputy sheriff to 32 hours a day with four hours of Community  
39 Service officers the cost impact would be \$80,000. He indicated he had also asked them if they had  
40 seen any impact on the increase of 14.5 percent pay rate and they said there had been a positive  
41 impact in terms of attracting and retaining qualified personnel. Lewis stated it was good news that it

1 was having a positive effect. He indicated over the next few months some of the Mayors would be  
2 talking about this topic more and discussing options.

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

#### 6 **6.0 E Liability Coverage Waiver Form**

7 Lewis asked for an explanation of the waiver form. Davis responded this came from the League of  
8 Minnesota Cities and the City had handled it this way since 2011. He noted he had spoken with the  
9 City Attorney about this and Larson may want to also make comment.

10 DeRoche asked if this was an umbrella policy. Larson responded it was not. He explained the policies  
11 for Council. He noted generally the City has not waived the tort cap liability cap at \$1.5 million. He  
12 noted he had spoken with Mr. Davis earlier regarding this and he liked to have all of the protections  
13 possible, so it has not been waived.

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

#### 17 **7.0 New Business. Commission, Association, and Task Force Reports**

##### 18 **7.0 A Planning Commission**

##### 19 **7.0 A.1 Variance Hearing: Driveway Entrance, 3<sup>rd</sup> St. and 195<sup>th</sup> Ave**

20 Berg stated this property is located in the City of Oak Grove abutting the Bear Hollow subdivision in a  
21 Rural Residential Zone of East Bethel. The property is approximately 40 acres and is located adjacent  
22 to the right of way on 3rd Street NE (PID #36-33-24-14-0001). The applicant is looking to subdivide  
23 the property to build two single family homes. The City of Oak Grove has advised the applicant that  
24 permission from the City of East Bethel would be required prior to moving forward with a subdivision  
25 application. Berg indicated the East Bethel City Code Appendix A- Section 42 -7. A (2) – Rural  
26 Residential Development regulations require a minimum lot width of 200 feet at the public right of  
27 way.

28 Berg noted the applicants parcel has a total of 105.88 feet of frontage on the 3rd Street NE right-of-  
29 way and he is requesting a variance to the standard of 200 feet of frontage to a reduction of 52.94  
30 feet in order to subdivide the property allowing for two access points/ driveways through the East  
31 Bethel 3rd Street NE right-of-way to the parcel located in Oak Grove.

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

41 Berg noted on September 26, 2023, the Planning Commission held a Public Hearing. Eight residents of  
42 the Bear Hollow Subdivision attended and voiced their concerns about added traffic, driveway  
43 proximity, road repair and maintenance, tree clearing, utilization of city resources without the ability

1 to collect tax revenue, and emergency response times. The applicant/owner was provided an  
2 opportunity to respond to the concerns. At the conclusion of the Public Hearing, the Planning  
3 Commission made a findings of fact and recommendation to the City Council to deny the variance  
4 request as presented in Resolution 2023-68 B.

5 Berg requested the City Council review the variance request, consider the Planning Commission's  
6 formal recommendation, and approve or deny the variance as presented in Resolution 2023-68 A or  
7 2023-68 B. Berg stated if the variance request is denied under Sec. 4, Sub. 10. I. Reapplication, no  
8 application for a variance for a particular use on a particular parcel shall be resubmitted for a period  
9 of one year from the date of denial of the previous application unless a decision to reconsider such  
10 matter is made by a majority vote of the full City Council. The applicant is requesting a  
11 reconsideration decision be made in order for him to reapply for a variance for a Front Lot Line  
12 reduction from 200 feet to 105.88 feet, for a single access point as appose to two in his current  
13 request.

14 Mundle requested clarification. He noted they had a variance request for two accesses. He asked if  
15 this was denied could the applicant reapply for a variance for one access within one year.

16 DeRoche stated he was at the Planning Commission meeting and he was surprised the applicant had  
17 not shown up at this meeting. He noted there were concerns from the neighbors including traffic  
18 headlights coming in and out going directly into their homes, along with if they gave him one  
19 entrance what would prevent the applicant as soon as they got inside the lot from splitting it off into  
20 two driveways. He stated he did not see the advantage of allowing the variance for the driveway on  
21 the street. He also noted the neighborhood had a concern about the wear and tear on the road.

22 Smith stated he was also at the Planning Commission meeting and he agreed with DeRoche. He  
23 noted the residents of East Bethel had a lot of legitimate concerns. He noted East Bethel did not  
24 benefit from this either. He indicated he agreed with what the residents had said.

25 DeRoche noted the applicant could come in from the backside, even though it would cost the  
26 applicant more money.

27 Mundle stated he was not in favor of the split and that was too much of a big stretch. He stated he  
28 was not in favor of granting the variance.

29 DeRoche asked if they had to give the applicant access. Mundle noted the applicant did have access  
30 on the parcel to the west.

31 Larson stated he did not see that the City had any obligation based on the facts before them to give  
32 the applicant access. He noted the Council could either affirm and agree with the denial, which was  
33 the Planning Commission's recommendation, or they could reverse it.

34 Miller noted the Planning Commission had voted unanimously to deny the request. He asked if the  
35 applicant had said anything about a reapplication. Berg responded that was not brought up to the  
36 applicant. He noted the applicant had called him the next day after the Planning Commission  
37 meeting and asked what his options were. He stated he informed the applicant that the City's  
38 Ordinance stated that he could not apply for 365 days unless the Council gave him permission to do  
39 so. He indicated the applicant wanted to run with the variance tonight and if the denial was  
40 confirmed, he then immediately wanted to request the Council's permission to reconsider so that he  
41 could apply for a variance for reduced access or reduced frontage.

42 DeRoche noted that even if the applicant applied for a different variance, the issues from the  
43 neighbors were still the same.

1 **DeRoche stated I'll make a motion to deny the variance request. Smith stated I'll second.** Lewis  
2 asked any discussion?

3 Berg asked if the Council would be willing to allow the applicant to reapply for a variance for one  
4 access point. DeRoche responded that the applicant could reapply again, but his comments would  
5 not change.

6 Lewis stated he also wanted to get the Planning Commission's advice on this if the applicant  
7 reapplied again.

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

10 **7.0 B Economic Development Authority**

11 None.

12 **7.0 C Park Commission**

13 None.

14

15 **8.0 Department Reports**

16 **8.0 A Community Development**

17 None.

18 **8.0 B Engineer Report**

19 None.

20 **8.0 C City Attorney**

21 None

22 **8.0 D Finance**

23 None.

24 **8.0 E Public Works**

25 None.

26 **8.0 F Fire Department**

27 None.

28 **8.0 G City Administrator Report**

29 **8.0 G.1 Reserve Capacity Loan Amortization Proposal**

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

35 Davis indicated the agreement created a Reserve Capacity Loan (RCL) that accumulates the unmet  
36 goals of the annual SAC quota over the 20-year term of the agreement.

37 Davis noted in 2013 and 2015, the City and Metropolitan Council (METC) executed amendments to  
38 the original agreement. The 2013 amendment allowed for a modification of SAC charges if the City  
39 could work out an agreement to connect Village Green to the City sewer system. The 2015  
40 amendment approved a not to exceed cap of \$2,000,000 on the Reserve Capacity Loan. This  
41 amendment limits the City's liability to a maximum exposure for the loan repayment to \$2,000,000.

1 Prior to this amendment the City could have faced a worst-case scenario of up to a \$19,000,000  
2 debt obligation to the METC in 2032.

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

10 Davis noted there is a loan amortization agreement with the MCES that was approved in the 2015  
11 amendment that allows the City to select a term between 10 - 20 years for a payback period at a  
12 fixed interest rate of 2.73% to satisfy the debt. City Staff has provided an amortization schedule  
13 that would pay the loan off in 10 years and proposes an annual payment of \$231,241.76 (principal  
14 and interest). The City has earmarked the City Sewer Fund as the source of money to pay this loan  
15 and that payment was included in the approved 2024 Preliminary Budget.

16 Davis stated going forward with a ten-year amortization period (Attachment 2 to Council's packet),  
17 the development of the Elevage and Capstone projects will generate \$1,433,250 in residential  
18 connection charges, which will cover this payment over the next 6 years, assuming 75-unit charges  
19 are received per year. Davis noted the proposed Osborne project could generate an additional  
20 \$875,875 in residential charges which could pay the balance of the debt between years 7 -10 of the  
21 loan. This scenario would utilize the SAC revenue stream for these developments to pay back the  
22 loan, leaving the current balance of the City Sewer Fund untouched and available for system  
23 maintenance, operation, and improvement costs.

24 Lewis asked what the deadline was for approving this. Davis responded if staff could have a decision  
25 by the next Council meeting that would be good.

26 Lewis stated it was worth looking at the different scenarios and he found it useful if they could  
27 prepay the loans if they wanted to.

## 28 **8.0 G.2 City Administrator Job Description**

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

33 Davis stated staff is seeking direction as to any updates to the City Administrator job description  
34 and any further directives as to the process of filling the position.

35 Lewis stated he had met with Jeziorski as he was the Deputy City Administrator to see if he would  
36 be interested in the City Administrator's position, but Jeziorski had no interest. However, Jeziorski  
37 stated he could fill in as the City Administrator until one was hired.

38 Mundle asked if the job description was accurate and current, when would they start advertising  
39 for the City Administrator's position. Lewis noted he had spoken with Larson about this and there  
40 was no State requirement for any method of advertising or publicly soliciting resumes.

41 Lewis stated he had identified somebody who seemed to meet all of the criteria extremely well,  
42 but he was keeping the name of that person confidential right now as that person was employed  
43 and they did not want it revealed. He stated at the appropriate time, this person could come before

1 the Council, but he doubted they could possibly find someone better qualified for the job. He  
2 indicated he would reveal that person's information as soon as he could, but if it fell apart then  
3 they could go back to the typical advertising, soliciting, and accepting applications. He noted they  
4 still had time as Jeziorski had agreed to function as the City Administrator until a new administrator  
5 was hired.

6 Mundle stated he believed they should advertise for the position. Lewis stated if they had someone  
7 who was extremely qualified it would not be fair to waste an applicant's time.

8 Mundle indicated they did not know who else was out there and if there was someone better.  
9 Lewis requested he be trusted on this one and he believed they would be pleasantly surprised. He  
10 indicated he would keep them all updated and as soon as he was able to reveal the information, he  
11 would.

## 12 **9.0 – Other Items**

### 13 **9.0 A Staff Report**

14 Davis stated he had no report.

### 15 **9.0 B Council Reports**

16 Smith stated he understood they are not doing Work Meetings any longer. He stated he believed the  
17 Council should be receiving their packets on Wednesdays and not on Fridays. Davis noted a lot of  
18 that depended on what was going on and a lot of times they were waiting for consultants and other  
19 people to furnish staff the information. He indicated staff would try and get the packets out as soon  
20 as they could, but sometimes it was not possible to get them out on Wednesday.

21 Davis asked if it was helpful to the Council to get the agenda out early to see the topics. Lewis  
22 responded that was helpful. Davis stated staff could get the agenda out to Council on Wednesday,  
23 but the chances of getting the packets out on Wednesdays was slim, but they would do their best to  
24 get it out.

25 Lewis noted he wanted to get away from every month Council Work Meetings, but they might be  
26 necessary every so often.

27 Smith stated the Fire Department had an open house and had a good turnout. He requested the next  
28 open house not be held on a Council meeting night. Davis responded staff would check and noted  
29 the reason they were held on Mondays was due to fire training.

30 Miller stated he attended the Fire Department open house and everyone was enjoying themselves.  
31 He recommended residents attend future open houses to show support for the Fire Department.

### 32 **9.0 C Other**

33 None.

### 34 **9.0 D Closed Session**

#### 35 **9.0 D.1 Purchase or Sale of Real Property – M.S. Section 13D.0 subd. 3(c); Discussion of Sale of City 36 Properties: PIN 36-33-23-34-0002 and PIN 29-33-23-22-0002**

37 Larson stated thank you Mr. Mayor. For the benefit of the public, we'd note that at this time the  
38 Council's about to go into Closed Session to review M. S. Section 13D0 subd 3(c); discussion of sale of  
39 City properties.

40 This Closed Session will be tape recorded as required by Statute with that tape being maintained for a  
41 period of two years. The Council will come back into Open Session after having concluded its Closed  
42 Session and announce if there are any actions taken during the course of the Closed Session. With

1 that being said, Mr. Mayor, I recommend that a motion be made to go into Closed Session for the  
2 purposes I've indicated.

3 *(Council moved into Closed Session.)*

4 *(Council reconvened Open Session.)*

5 Larson stated thank you Mr. Mayor. For the benefit of the public and for the record, we note the  
6 Council is back in Open Session after having concluded a Closed Session. The Closed Session was  
7 attended by the entire Council, City Administrator Davis and himself and with respect to the first  
8 property, Council direct staff to engage in an independent appraisal and upon obtaining the appraisal  
9 to inform the market that the property was on the market, approve the appraised amount, and then  
10 engage any willing and interest purchaser about the possibility of an actual negotiated purchase of  
11 that property.

12 Larson stated with respect to the second Closed Session item, Council directed staff to enter into  
13 negotiations with the adjacent property owner for the sale of that property from the City to those  
14 individuals with all costs with respect to that sale to be imposed upon the purchasers as well as any  
15 other reasonable sale items that staff felt was appropriate and when the purchase agreement was  
16 agreed to be done, to bring that purchase agreement to Council for their review, decision, and action.

17 **10.0 Adjourn**

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

20 Meeting adjourned at 9:02 PM.

21 Submitted by:

22 Kathy Altman

23 *TimeSaver Off Site Secretarial, Inc.*

**STATE OF MINNESOTA  
VOTING OPERATIONS, TECHNOLOGY & ELECTION RESOURCES (VOTER) ACCOUNT  
COUNTY – MUNICIPALITY AGREEMENT**

This Agreement (hereinafter “Agreement”) is made between Anoka County ("County"),  
and the City of East Bethel (“Municipality”).

**Recitals**

1. Under Minnesota Laws 2023, Chapter 62, Article 4, section 6, the Voting Operations, Technology, and Election Resources (VOTER) Account was established requiring the Office of the Secretary of State, hereinafter the OSS, to distribute funds to each county as prescribed.
2. Total allocation to County is approximately \$67,239.04 annually.
3. Upon receipt of funds, County and Municipality must agree on a distribution plan for allocating funds from the account which must be used for expenditures directly related to election administration.
4. County is responsible for elections within its county and Municipality operates polling places within its jurisdiction.

**Agreement**

**1. *Effectiveness of Agreement***

- 1.1. ***Effective date.*** October 30, 2023, or the date all required signatures have been affixed to the agreement by County and Municipality, whichever is later.
- 1.2. ***Annual Renewal.*** This agreement shall remain in effect and renew annually until such time that the County or the Municipality notifies the other party in writing of its desire to terminate the Agreement. The termination will be effective December 31 of the year of notice, for the following year’s allocation.
- 1.3. ***Application of terms.*** Municipality agrees to be subject to the obligations applicable to County in the Agreement set forth in said agreement.

**2. *Allocation of VOTER Account Funds***

- 2.1. ***Allocation determination.*** The Municipality agrees to receive no direct allocation under this agreement. The Municipality’s default allocation amount as provided by the OSS will instead be retained by the County for qualifying expenditures of the County and the Municipality as referenced in this Agreement.
- 2.2. ***Allocation methodology.*** The County will utilize the provided OSS default allocation as a consistent and equitable distribution of VOTER account funds for qualifying expenditures for all municipalities.
- 2.3. ***Maximum available amount.*** Based on the OSS default allocation, Municipality is allocated no more than \$1,162.86 for qualifying expenditures described in the Agreement and in accordance with all federal and state laws authorizing these expenditures.

**3. *Use and Maintenance of VOTER Account Funds***

- 3.1. ***Municipality authorization.*** Municipality agrees to authorize County to expend the allocated amount for authorized purposes on behalf of Municipality.
- 3.2. ***Segregation of funds.*** County must segregate all funds in an election funding account.
- 3.3. ***Maintenance of funds.*** County must maintain the funds in the segregated account until spent for any authorized purposes described in the Agreement.

- 3.4. **Authorized purposes.** County may use the funds provided under the Agreement for expenditures directly related to election administration as defined in Minnesota Statutes section 5.305.
- 3.5. **Reporting requirements.** County agrees to provide any required information to OSS to meet reporting requirements outlined in statute for all funds expended for each calendar year by December 31 annually.

**4. Authorized Representatives**

County’s Authorized Representative is:

Name: Tom Hunt  
 Title: Election’s Manager  
 Address: 2100 3<sup>rd</sup> Ave, Anoka, MN 55303  
 Phone: 763-324-1304  
 Email: tom.hunt@anokacountymn.gov

Municipality’s Authorized Representative is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

If either Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, parties must notify each other of the change.

**5. Signatures and Certification**

*County and Municipality certify that the appropriate person(s) have executed the Agreement on behalf of County and Municipality as required by applicable resolutions or ordinances.*

**COUNTY**

**MUNICIPALITY**

By: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

**RESOLUTION NO. 2023-78**

**RESOLUTION ACCEPTING WORK**

**WHEREAS**, pursuant to the development agreement signed with the city, Carrington Development, LLC has satisfactorily completed the improvements of city streets and storm water facilities within the plat of Anderson Meadows in accordance with such contract,

**WHEREAS**, pursuant to the development contract a warranty letter of credit in the amount of \$13,935.00 shall remain in place for a period of two year,

**WHEREAS**, Carrington Development, LLC currently has a letter of credit in the amount of \$55,740.00 in favor of the city, on file at the city. The current letter of credit is scheduled to expire on May 15, 2024,

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

1. The work completed under said contract is hereby accepted and approved.
2. The warranty letter of credit in the amount of \$13,935.00 shall be provided until November 13, 2025.

Adopted this 13<sup>th</sup> day of November, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Kevin Lewis, Mayor

ATTEST:

---

Jack Davis, City Administrator

**Minnesota Pay Equity Management System - East Bethel(24-No Submission)**

**Home Utilities Go To Log Out**

[<--Jobs Page](#) [Reports-->](#)

**Compliance Report**

Jurisdiction: East Bethel

Report Year: 2024

Case:1 - Shared (Jur and MMB)

Contact:	Name	Title	Phone	Email
	Jack Davis	City Administrator	763-367-7850	jack.davis@ci.east-bethel.mn.us
	Mike Jeziorski	Deputy City Administ	763-367-7852	mike.jeziorski@ci.east-bethel.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity Report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the guidebook.

**I. GENERAL JOB CLASS INFORMATION**

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	10	5	0	15
# Employees	16	5	0	21
Avg.Max Monthly Pay Per Employee	7,142.30	5,556.14		6,764.64

**II. STATISTICAL ANALYSIS TEST**

A. UNDERPAYMENT RATIO = 300.00 *	Male Classes	Female Classes
a. # at or above Predicted Pay	4	4
b. # Below Predicted Pay	6	1
c. TOTAL	10	5
d. % Below Predicted Pay (b divided by c = d)	60.00	20.00

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

**B. T-test Results**

Degrees of Freedom (DF) = 19	Value of T = -1.682
------------------------------	---------------------

- a. Avg.diff.in pay from predicted pay for male jobs = (\$25)
- b. Avg.diff.in pay from predicted pay for female jobs = \$220

**III. SALARY RANGE TEST = 100.00% (Result is A divided by B)**

A. Avg.# of years to max salary for male jobs = 5.00

B. Avg.# of years to max salary for female jobs = 5.00

**IV. EXCEPTIONAL SERVICE PAY TEST = 0.00% (Result is B divided by A)**

A. % of male classes receiving ESP 0.00 \*

B. % of female classes receiving ESP 0.00

\*(If 20% or less, test result will be 0.00)

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[Go To Implementation Form](#)

[View Another Case](#)

We have worked to ensure this product is accessible and compliant with the standard WCAG 2.0 level AA. We have tested accessibility using the JAWS software from Freedom Scientific. We found it to work correctly for us. If you find errors in accessibility, please let us know at [pay.equity@state.mn.us](mailto:pay.equity@state.mn.us) so that we can follow up. Thank you.

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

**RESOLUTION NO. 2023-82**

**RESOLUTION ACCEPTING WORK**

**WHEREAS**, pursuant to a written contract signed with the City, Dresel Contracting, Inc. of Chisago City, Minnesota has satisfactorily completed the 181<sup>st</sup> Avenue Street Reconstruction Project in accordance with such contract,

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

The work completed under said contract is hereby accepted and approved, and that the City Administrator and Mayor are authorized to issue a proper order for the final payment on such contract, taking the Contractor's receipt in full.

Adopted this 13<sup>th</sup> day of November, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Kevin Lewis, Mayor

ATTEST:

---

Jack Davis, City Administrator



**FINAL PAYMENT**  
**City of East Bethel**  
**181st Avenue Street Reconstruction Project**

## 181st Avenue Street Reconstruction Project (S.A.P. 203-106-003)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.5	LUMP SUM	\$ 49,622.50	\$ 24,811.25	0.5	\$ 24,811.25
2	CLEARING	0.15	ACRE	\$ 14,400.00	\$ 2,160.00	0.2	\$ 2,880.00
3	GRUBBING	0.15	ACRE	\$ 12,000.00	\$ 1,800.00	0.2	\$ 2,400.00
4	REMOVE SIGN	5	EACH	\$ 51.00	\$ 255.00	5	\$ 255.00
5	REMOVE MAIL BOX SUPPORT	6	EACH	\$ 51.00	\$ 306.00	6	\$ 306.00
6	SAWING CONCRETE PAVEMENT - FULL DEPTH	4	LIN FT	\$ 3.06	\$ 12.24	8	\$ 24.48
7	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	89	LIN FT	\$ 3.06	\$ 272.34	115	\$ 351.90
8	REMOVE PIPE CULVERT	175	LIN FT	\$ 9.65	\$ 1,688.75	203	\$ 1,958.95
9	REMOVE CURB AND GUTTER	387	LIN FT	\$ 2.72	\$ 1,052.64	408	\$ 1,109.76
10	REMOVE BITUMINOUS PAVEMENT	102	SQ YD	\$ 1.90	\$ 193.80	187	\$ 355.30
11	REMOVE CONCRETE FLUME	2	EACH	\$ 51.00	\$ 102.00	2	\$ 102.00
12	REMOVE CONCRETE PAVEMENT	16	SQ YD	\$ 4.38	\$ 70.08	16	\$ 70.08
13	EXCAVATION - MUCK	3,791	CU YD	\$ 10.34	\$ 39,198.94	4,388	\$ 45,371.92
14	EXCAVATION - SUBGRADE	1,322	CU YD	\$ 10.33	\$ 13,656.26	1,493	\$ 15,422.69
15	SELECT GRANULAR EMBANKMENT (CV)	3,791	CU YD	\$ 21.94	\$ 83,174.54	3,405	\$ 74,705.70
16	GEOGRID TYPE 1	1,333	SQ YD	\$ 1.44	\$ 1,919.52	1,422	\$ 2,047.68
17	GEOGRID TYPE 2	1,417	SQ YD	\$ 1.95	\$ 2,763.15	1,417	\$ 2,763.15
18	SUBGRADE PREPARATION	15.3	ROAD STATION	\$ 118.63	\$ 1,815.04	15.3	\$ 1,815.04
19	AGGREGATE BASE CLASS 5	600	TON	\$ 17.37	\$ 10,422.00		\$ -
20	FULL DEPTH RECLAMATION	4,511	SQ YD	\$ 1.12	\$ 5,052.32	4,511	\$ 5,052.32
21	HAUL FULL DEPTH RECLAMATION (LV)	877	CU YD	\$ 5.64	\$ 4,946.28	877	\$ 4,946.28
22	MILL BITUMINOUS SURFACE (SPECIAL)	690	SQ YD	\$ 2.85	\$ 1,966.50	967	\$ 2,755.95
23	BITUMINOUS MATERIAL FOR TACK COAT	173	GALLONS	\$ 3.50	\$ 605.50	313	\$ 1,095.50
24	TYPE SP 9.5 WEARING COURSE MIXTURE (2:C) 3.0" THICK	67	SQ YD	\$ 44.25	\$ 2,964.75	175	\$ 7,743.75
25	TYPE SP 12.5 WEARING COURSE MIXTURE (2:C)	674	TON	\$ 84.64	\$ 57,047.36	643.41	\$ 54,458.22
26	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2:C)	529	TON	\$ 82.63	\$ 43,711.27	502.02	\$ 41,481.91
27	CONCRETE FLUME	1	EACH	\$ 1,515.00	\$ 1,515.00	1	\$ 1,515.00
28	15" CS PIPE APRON	4	EACH	\$ 376.25	\$ 1,505.00	4	\$ 1,505.00
29	15" RC PIPE APRON	4	EACH	\$ 974.53	\$ 3,898.12	4	\$ 3,898.12
30	18" RC PIPE APRON	1	EACH	\$ 1,191.75	\$ 1,191.75	1	\$ 1,191.75
31	15" CP PIPE CULVERT	57	LIN FT	\$ 38.27	\$ 2,181.39	57	\$ 2,181.39

**FINAL PAYMENT**  
**City of East Bethel**  
**181st Avenue Street Reconstruction Project**

**181st Avenue Street Reconstruction Project (S.A.P. 203-106-003), Continued**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
32	15" RC PIPE CULVERT	40	LIN FT	\$ 70.34	\$ 2,813.60	40	\$ 2,813.60
33	15" RC PIPE SEWER DESIGN 3006 CLASS V	35	LIN FT	\$ 70.50	\$ 2,467.50	35	\$ 2,467.50
34	18" RC PIPE SEWER DESIGN 3006 CLASS V	25	LIN FT	\$ 87.15	\$ 2,178.75	25	\$ 2,178.75
35	CASTING ASSEMBLY	3	EACH	\$ 577.50	\$ 1,732.50	4	\$ 2,310.00
36	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	21	LIN FT	\$ 539.65	\$ 11,332.65	22	\$ 11,872.30
37	RANDOM RIPRAP CLASS II	18	CU YD	\$ 107.17	\$ 1,929.06	22	\$ 2,357.74
38	CONCRETE CURB AND GUTTER DESIGN B618	2,975	LIN FT	\$ 13.13	\$ 39,061.75	3,003	\$ 39,429.39
39	6" CONCRETE DRIVEWAY PAVEMENT	38	SQ YD	\$ 90.90	\$ 3,454.20	49.8	\$ 4,526.82
40	MAIL BOX SUPPORT	6	EACH	\$ 150.00	\$ 900.00	6	\$ 900.00
41	TRAFFIC CONTROL SUPERVISOR	0.5	LUMP SUM	\$ 1,200.00	\$ 600.00	0.5	\$ 600.00
42	TRAFFIC CONTROL	0.5	LUMP SUM	\$ 3,412.50	\$ 1,706.25	0.5	\$ 1,706.25
43	SIGN PANELS TYPE C	53.6	SQ FT	\$ 81.90	\$ 4,389.84	53.6	\$ 4,389.84
44	STABILIZED CONSTRUCTION EXIT	0.5	LUMP SUM	\$ 1,386.00	\$ 693.00	0.5	\$ 693.00
45	EROSION CONTROL SUPERVISOR	0.5	LUMP SUM	\$ 1,200.00	\$ 600.00	0.5	\$ 600.00
46	STORM DRAIN INLET PROTECTION	4	EACH	\$ 137.50	\$ 550.00	4	\$ 550.00
47	CULVERT END CONTROLS	4	EACH	\$ 78.75	\$ 315.00	4	\$ 315.00
48	SILT FENCE; TYPE MS	2,620	LIN FT	\$ 2.05	\$ 5,371.00	2,820	\$ 5,781.00
49	FERTILIZER TYPE 1	420	POUND	\$ 0.62	\$ 260.40	400	\$ 248.00
50	ROLLED EROSION PREVENTION CATEGORY 25	111	SQ YD	\$ 2.06	\$ 228.66	197	\$ 405.82
51	SEEDING	1.4	ACRE	\$ 412.00	\$ 576.80	1.4	\$ 576.80
52	HYDRAULIC BONDED FIBER MATRIX	4,900	POUND	\$ 1.24	\$ 6,076.00	4,900	\$ 6,076.00
53	SEED, MIXTURE 25-121	169	POUND	\$ 5.39	\$ 910.91	205	\$ 1,104.95
54	4" SOLID LINE MULTI-COMPONENT	3,916	LIN FT	\$ 0.35	\$ 1,370.60	3,847	\$ 1,346.45
55	4" DOUBLE SOLID LINE MULTI-COMPONENT	1,871	LIN FT	\$ 0.69	\$ 1,290.99	1,886	\$ 1,301.34
56	24" SOLID LINE MULTI-COMPONENT	27	LIN FT	\$ 9.45	\$ 255.15	31	\$ 292.95
<b>Total 181st Avenue Street Reconstruction Project (S.A.P. 203-106-003)</b>					<b>\$ 403,323.40</b>		<b>\$ 399,419.59</b>

**FINAL PAYMENT**  
**City of East Bethel**  
**181st Avenue Street Reconstruction Project**

**181st Avenue Street Reconstruction Project (S.A.P. 197-110-003)**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
57	MOBILIZATION	0.5	LUMP SUM	\$ 49,622.50	\$ 24,811.25	0.5	\$ 24,811.25
58	CLEARING	0.25	ACRE	\$ 14,400.00	\$ 3,600.00	0.35	\$ 5,040.00
59	GRUBBING	0.25	ACRE	\$ 12,000.00	\$ 3,000.00	0.35	\$ 4,200.00
60	REMOVE SIGN	1	EACH	\$ 51.00	\$ 51.00	1	\$ 51.00
61	REMOVE MAIL BOX SUPPORT	4	EACH	\$ 51.00	\$ 204.00	4	\$ 204.00
62	SAWING CONCRETE PAVEMENT - FULL DEPTH	24	LIN FT	\$ 3.06	\$ 73.44	32	\$ 97.92
63	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	41	LIN FT	\$ 3.06	\$ 125.46	145	\$ 443.70
64	REMOVE PIPE CULVERT	142	LIN FT	\$ 9.65	\$ 1,370.30	170	\$ 1,640.50
65	REMOVE CURB AND GUTTER	570	LIN FT	\$ 2.72	\$ 1,550.40	632	\$ 1,719.04
66	REMOVE BITUMINOUS PAVEMENT	32	SQ YD	\$ 1.90	\$ 60.80	80	\$ 152.00
67	REMOVE CONCRETE FLUME	3	EACH	\$ 51.00	\$ 153.00	3	\$ 153.00
68	REMOVE CONCRETE PAVEMENT	72	SQ YD	\$ 4.38	\$ 315.36	40	\$ 175.20
69	EXCAVATION - MUCK	3,791	CU YD	\$ 10.34	\$ 39,198.94	4,388	\$ 45,371.92
70	EXCAVATION - SUBGRADE	1,322	CU YD	\$ 10.33	\$ 13,656.26	1,322	\$ 13,656.26
71	SELECT GRANULAR EMBANKMENT (CV)	3,791	CU YD	\$ 21.94	\$ 83,174.54	3,405	\$ 74,705.70
72	GEOGRID TYPE 1	1,333	SQ YD	\$ 1.44	\$ 1,919.52	1,422	\$ 2,047.68
73	GEOGRID TYPE 2	1,417	SQ YD	\$ 1.95	\$ 2,763.15	1,417	\$ 2,763.15
74	SUBGRADE PREPARATION	15.3	ROAD STATION	\$ 118.63	\$ 1,815.04	15.3	\$ 1,815.04
75	AGGREGATE BASE CLASS 5	600	TON	\$ 17.37	\$ 10,422.00		\$ -
76	FULL DEPTH RECLAMATION	4,511	SQ YD	\$ 1.12	\$ 5,052.32	4,511	\$ 5,052.32
77	HAUL FULL DEPTH RECLAMATION (LV)	877	CU YD	\$ 5.64	\$ 4,946.28	877	\$ 4,946.28
78	MILL BITUMINOUS SURFACE (SPECIAL)	690	SQ YD	\$ 2.85	\$ 1,966.50	966	\$ 2,753.10
79	BITUMINOUS MATERIAL FOR TACK COAT	173	GALLONS	\$ 3.50	\$ 605.50	312	\$ 1,092.00
80	TYPE SP 9.5 WEARING COURSE MIXTURE (2;C) 3.0" THICK	79	SQ YD	\$ 44.25	\$ 3,495.75	151	\$ 6,681.75
81	TYPE SP 12.5 WEARING COURSE MIXTURE (2;C)	674	TON	\$ 84.64	\$ 57,047.36	643.4	\$ 54,457.38
82	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;C)	529	TON	\$ 82.63	\$ 43,711.27	502.02	\$ 41,481.91
83	CONCRETE FLUME	1	EACH	\$ 1,515.00	\$ 1,515.00	1	\$ 1,515.00
84	15" CS PIPE APRON	2	EACH	\$ 376.25	\$ 752.50	2	\$ 752.50
85	15" RC PIPE APRON	4	EACH	\$ 974.53	\$ 3,898.12	4	\$ 3,898.12
86	18" RC PIPE APRON	1	EACH	\$ 1,191.75	\$ 1,191.75	1	\$ 1,191.75
87	15" CP PIPE CULVERT	26	LIN FT	\$ 38.27	\$ 995.02	26	\$ 995.02
88	15" RC PIPE CULVERT	48	LIN FT	\$ 70.34	\$ 3,376.32	48	\$ 3,376.32

**FINAL PAYMENT**  
**City of East Bethel**  
**181st Avenue Street Reconstruction Project**

**181st Avenue Street Reconstruction Project (S.A.P. 197-110-003), Continued**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
89	15" RC PIPE SEWER DESIGN 3006 CLASS V	35	LIN FT	\$ 70.50	\$ 2,467.50	35	\$ 2,467.50
90	18" RC PIPE SEWER DESIGN 3006 CLASS V	25	LIN FT	\$ 87.15	\$ 2,178.75	25	\$ 2,178.75
91	CASTING ASSEMBLY	3	EACH	\$ 577.50	\$ 1,732.50	4	\$ 2,310.00
92	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	21	LIN FT	\$ 539.65	\$ 11,332.65	21	\$ 11,332.65
93	RANDOM RIPRAP CLASS II	18	CU YD	\$ 107.17	\$ 1,929.06	18	\$ 1,929.06
94	6" CONCRETE WALK	119	SQ FT	\$ 16.50	\$ 1,963.50	140	\$ 2,310.00
95	CONCRETE CURB AND GUTTER DESIGN B618	2,974	LIN FT	\$ 13.13	\$ 39,048.62	3,039	\$ 39,902.07
96	6" CONCRETE DRIVEWAY PAVEMENT	49	SQ YD	\$ 90.90	\$ 4,454.10	46	\$ 4,181.40
97	TRUNCATED DOMES	16	SQ FT	\$ 102.00	\$ 1,632.00	20	\$ 2,040.00
98	MAIL BOX SUPPORT	4	EACH	\$ 150.00	\$ 600.00	4	\$ 600.00
99	TRAFFIC CONTROL SUPERVISOR	0.5	LUMP SUM	\$ 1,200.00	\$ 600.00	0.5	\$ 600.00
100	TRAFFIC CONTROL	0.5	LUMP SUM	\$ 3,412.50	\$ 1,706.25	0.5	\$ 1,706.25
101	SIGN PANELS TYPE C	39.3	SQ FT	\$ 81.90	\$ 3,218.67	39.3	\$ 3,218.67
102	STABILIZED CONSTRUCTION EXIT	0.5	LUMP SUM	\$ 1,386.00	\$ 693.00	0.5	\$ 693.00
103	EROSION CONTROL SUPERVISOR	0.5	LUMP SUM	\$ 1,200.00	\$ 600.00	0.5	\$ 600.00
104	STORM DRAIN INLET PROTECTION	4	EACH	\$ 137.50	\$ 550.00	6	\$ 825.00
105	CULVERT END CONTROLS	2	EACH	\$ 78.75	\$ 157.50	2	\$ 157.50
106	SILT FENCE; TYPE MS	3,391	LIN FT	\$ 2.05	\$ 6,951.55	3,416	\$ 7,002.80
107	FERTILIZER TYPE 1	420	POUND	\$ 0.62	\$ 260.40	400	\$ 248.00
108	ROLLED EROSION PREVENTION CATEGORY 25	92	SQ YD	\$ 2.06	\$ 189.52	133	\$ 273.98
109	SEEDING	1	ACRE	\$ 412.00	\$ 576.80	1.4	\$ 576.80
110	HYDRAULIC BONDED FIBER MATRIX	4,900	POUND	\$ 1.24	\$ 6,076.00	4,900	\$ 6,076.00
111	SEED, MIXTURE 25-121	169	POUND	\$ 5.39	\$ 910.91	200	\$ 1,078.00
112	4" SOLID LINE MULTI-COMPONENT	3,766	LIN FT	\$ 0.35	\$ 1,318.10	3,846	\$ 1,346.10
113	4" DOUBLE SOLID LINE MULTI-COMPONENT	1,871	LIN FT	\$ 0.69	\$ 1,290.99	1,885	\$ 1,300.65
114	24" SOLID LINE MULTI-COMPONENT	27	LIN FT	\$ 9.45	\$ 255.15	31	\$ 292.95
<b>Total 181st Avenue Street Reconstruction Project (S.A.P. 197-110-003)</b>					<b>\$ 409,511.67</b>		<b>\$ 402,487.94</b>

**FINAL PAYMENT  
City of East Bethel  
181st Avenue Street Reconstruction Project**

**181st Avenue Street Reconstruction Project (Local Funding)**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
115	SIGN SPECIAL	18	SQ FT	\$ 67.20	\$ 1,209.60	18	\$ 1,209.60
<b>Total 181st Avenue Street Reconstruction Project (Local Funding)</b>					<b>\$ 1,209.60</b>		<b>\$ 1,209.60</b>

<b>181st Avenue Street Reconstruction Project (S.A.P. 203-106-003)</b>	<b>\$399,419.59</b>
<b>181st Avenue Street Reconstruction Project (S.A.P. 197-110-003)</b>	<b>\$402,487.94</b>
<b>181st Avenue Street Reconstruction Project (Local Funding)</b>	<b>\$1,209.60</b>
<b>TOTAL</b>	<b>\$803,117.13</b>

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

**Key Assumptions and Terms:**

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

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

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

**Property Owner** City of East Bethel  
**PIN #**  
**Address**

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

**Amortization Schedule**

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

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

**2**

<b>To (Owner):</b> City of East Bethel	<b>Application Period:</b> Through October 25, 2023	<b>Application Date:</b> November 13, 2023
<b>Project:</b> 2023 Street Improvement Project	<b>From (Contractor):</b> T.A. Schifsky and Sons, Inc.	<b>Via (Engineer):</b> Hakanson Anderson

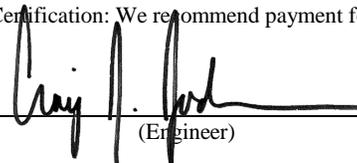
**Application For Payment  
Change Order Summary**

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

<b>1. ORIGINAL CONTRACT PRICE.....</b>	<b>\$ 323,239.93</b>
<b>2. Net change by Change Orders.....</b>	<b>\$ 0.00</b>
<b>3. Current Contract Price (Line 1 ± 2).....</b>	<b>\$ 323,239.93</b>
<b>4. TOTAL COMPLETED AND STORED TO DATE</b>	<b>\$ 310,227.40</b>
<b>5. RETAINAGE:</b>	<b>\$</b>
a. 5%       X       Work Completed.....	<b>\$ 15,511.37</b>
b. 0%       X       Stored Material.....	<b>\$ 0.00</b>
c. Total Retainage (Line 5.a + Line 5.b).....	<b>\$ 15,511.37</b>
<b>6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....</b>	<b>\$ 294,716.03</b>
<b>7. LESS PREVIOUS PAYMENTS.....</b>	<b>\$ 289,687.68</b>
<b>8. AMOUNT DUE THIS APPLICATION.....</b>	<b>\$ 5,028.35</b>

<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:

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

  
 \_\_\_\_\_  
 (Engineer)

11/8/2023  
 \_\_\_\_\_  
 Date

**OWNER: CITY OF EAST BETHEL**

\_\_\_\_\_  
 (Owner)

\_\_\_\_\_  
 Date

**PAY ESTIMATE #2**  
**City of East Bethel**  
**2023 Street 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	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00
2	SALVAGE CASTING	8	EACH	\$ 275.00	\$ 2,200.00	8	\$ 2,200.00
3	REMOVE CASTING	5	EACH	\$ 275.00	\$ 1,375.00	5	\$ 1,375.00
4	SAWING CONCRETE PAVEMENT - FULL DEPTH	78	LIN FT	\$ 5.00	\$ 390.00	38	\$ 190.00
5	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	460	LIN FT	\$ 5.00	\$ 2,300.00	489	\$ 2,445.00
6	REMOVE BITUMINOUS PAVEMENT	311	SQ YD	\$ 9.50	\$ 2,954.50	346	\$ 3,287.00
7	REMOVE CONCRETE PAVEMENT	28	SQ YD	\$ 18.00	\$ 504.00	31	\$ 558.00
8	AGGREGATE BASE CLASS 5	90	TON	\$ 0.01	\$ 0.90		\$ -
9	MILL BITUMINOUS SURFACE	366	SQ YD	\$ 10.00	\$ 3,660.00	784	\$ 7,840.00
10	INTEGRANT CURB DESIGN B6	220	LIN FT	\$ 42.00	\$ 9,240.00	222	\$ 9,324.00
11	BITUMINOUS MATERIAL FOR TACK COAT	2,328	GALLONS	\$ 0.01	\$ 23.28	1,250	\$ 12.50
12	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	330	SQ YD	\$ 30.00	\$ 9,900.00	339	\$ 10,170.00
13	TYPE SP 4.75 BITUMINOUS MIXTURE FOR PATCHING (2;B)	50	TON	\$ 125.00	\$ 6,250.00	1	\$ 125.00
14	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	3,239	TON	\$ 73.80	\$ 239,038.20	3,093.46	\$ 228,297.35
15	CONCRETE FLUME	1	EACH	\$ 1,575.00	\$ 1,575.00	1	\$ 1,575.00
16	CASTING ASSEMBLY	5	EACH	\$ 902.01	\$ 4,510.05	5	\$ 4,510.05
17	ADJUST FRAME AND RING CASTING	13	EACH	\$ 500.00	\$ 6,500.00	13	\$ 6,500.00
18	GEOTEXTILE FILTER TYPE 7	31	SQ YD	\$ 6.00	\$ 186.00	31	\$ 186.00
19	RANDOM RIPRAP CLASS II (FIELD STONE)	8	CU YD	\$ 135.00	\$ 1,080.00	8	\$ 1,080.00
20	6" CONCRETE WALK	78	SQ FT	\$ 26.25	\$ 2,047.50	96	\$ 2,520.00
21	7" CONCRETE DRIVEWAY PAVEMENT	320	SQ FT	\$ 15.75	\$ 5,040.00	310	\$ 4,882.50
22	TRUNCATED DOMES	20	SQ FT	\$ 57.75	\$ 1,155.00	20	\$ 1,155.00
23	TRAFFIC CONTROL	1	LUMP SUM	\$ 1,785.00	\$ 1,785.00	1	\$ 1,785.00
24	COMMON TOPSOIL BORROW	40	CU YD	\$ 40.00	\$ 1,600.00	10	\$ 400.00
25	SITE RESTORATION	630	SQ YD	\$ 3.85	\$ 2,425.50	600	\$ 2,310.00
<b>Total Base Bid</b>					<b>\$ 323,239.93</b>		<b>\$ 310,227.40</b>

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



**Date:** November 13<sup>th</sup>, 2023

**Agenda Item Number:** 7.0 A

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

**Background Information:** At the October 9th, 2023 City Council Meeting a Planning Commission recommendation to deny the variance request was approved by a unanimous vote of the City Council.

*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 immediately requested a decision be made in order for him to reapply for a variance for a Front Lot Line reduction from 200 feet to the 105.88 feet, for a single access point as oppose to two in his current request. The City Council requested this be brought back to the Planning Commission for a recommendation in regards to the resubmittal for a variance within a one year period.

**Planning Commission:** On October 24<sup>th</sup>, 2023 the Planning Commission discussed the reconsideration request and unanimously recommended that the City Council deny the applicant’s request to allow a reapplication for a Front Lot Line reduction for a period of one (1) year, beginning on October 9<sup>th</sup>, 2023.

**Action Requested:** Staff request the City Council consider the Planning Commission’s recommendation and direct staff to inform the applicant of the council’s final reconsideration decision.

**City Council Action:**

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

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

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

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

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



**Date:** November 13, 2023

**Agenda Item Number:** 7.0 A.2

**Agenda Item:** 1311 229<sup>th</sup> Ave NE – Use Variance Request – Legal Nonconforming Expansion – 1311 229<sup>th</sup> Ave NE – Taras Martynenko.

**Requested Action:** Consider a variance request to allow a building expansion of a legal nonconforming business.

**Background Information:** In 2012, B & T Trucking, an over the road trucking company that has been in business for over 20 years purchased 1311 229<sup>th</sup> Ave NE and relocated a truck/ motor freight terminal to the city. The property is located in a Light Industrial (I) District and according to Section 48 – 6 A. Trucking and Motor Freight Terminals are a prohibited use. As truck/ motor freight terminals are not permitted in any zone of the city B & T Trucking was required in 2021 to obtain an IUP. This would ensure compliance for continued use in the city as a legal nonconforming.

The property owners approached the city inquiring about constructing an additional 50' X 60' storage building to the property. An existing slab with foundation already exists immediately west of their existing building. Although an IUP (Res. 2021-28) was granted on May 10<sup>th</sup>, 2021, the use of the property remains legally nonconforming. Expansion of legal nonconforming uses have been approved by previous City Councils albeit under differing permissions (existing CUPs or previously approved plats prior to zoning changes).

At the September 11<sup>th</sup>, 2023 City Council Meeting the potential expansion was presented to the City Council who gave a positive informal recommendation for staff to work with the property owner to seek formal approval of the expansion.

**Planning Commission:** On October 24<sup>th</sup>, 2023, the Planning Commission held a Public Hearing, discussed the request and made a findings of fact in regards to the request along with a recommendation of approval of the variance.

**Variance Findings of Fact**

1. The property owner proposes to continue the legal, nonconforming use of the property. The existing use of the property is considered a reasonable use and is allowed by city code as a legal, nonconforming use. B & T Trucking would like to expand the structures so they can continue to operate his businesses efficiently by storing the commercial vehicles on site.
2. The plight of the landowner is due to circumstances unique to the property not created by the landowner. B & T Trucking has been operating a business from the property in a Light Industrial Zone since 2012. On September 21, 2016, City Council adopted regulations prohibiting Trucking and Motor Freight Terminals. The business can only be expanded with an approved variance.
3. The variance(s) will not alter the essential character of the locality. The business has been at this property since 2012. The existing structures and commercial vehicles have been a mainstay

of the business. The presence of the commercial vehicles and the expansion of the buildings will not alter the character of what already exists on the property.

**Recommendation:** City Council should review the request, consider the Planning Commission’s formal recommendation and approve the variance with conditions as presented in Resolution 2023-72.

**Attachments:**

1. Location Map
2. Aerial Map
3. Resolution 2023-72, Use Variance
4. Survey of proposed addition
5. Resolution 2021-28, IUP Approval

**City Council Action:**

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

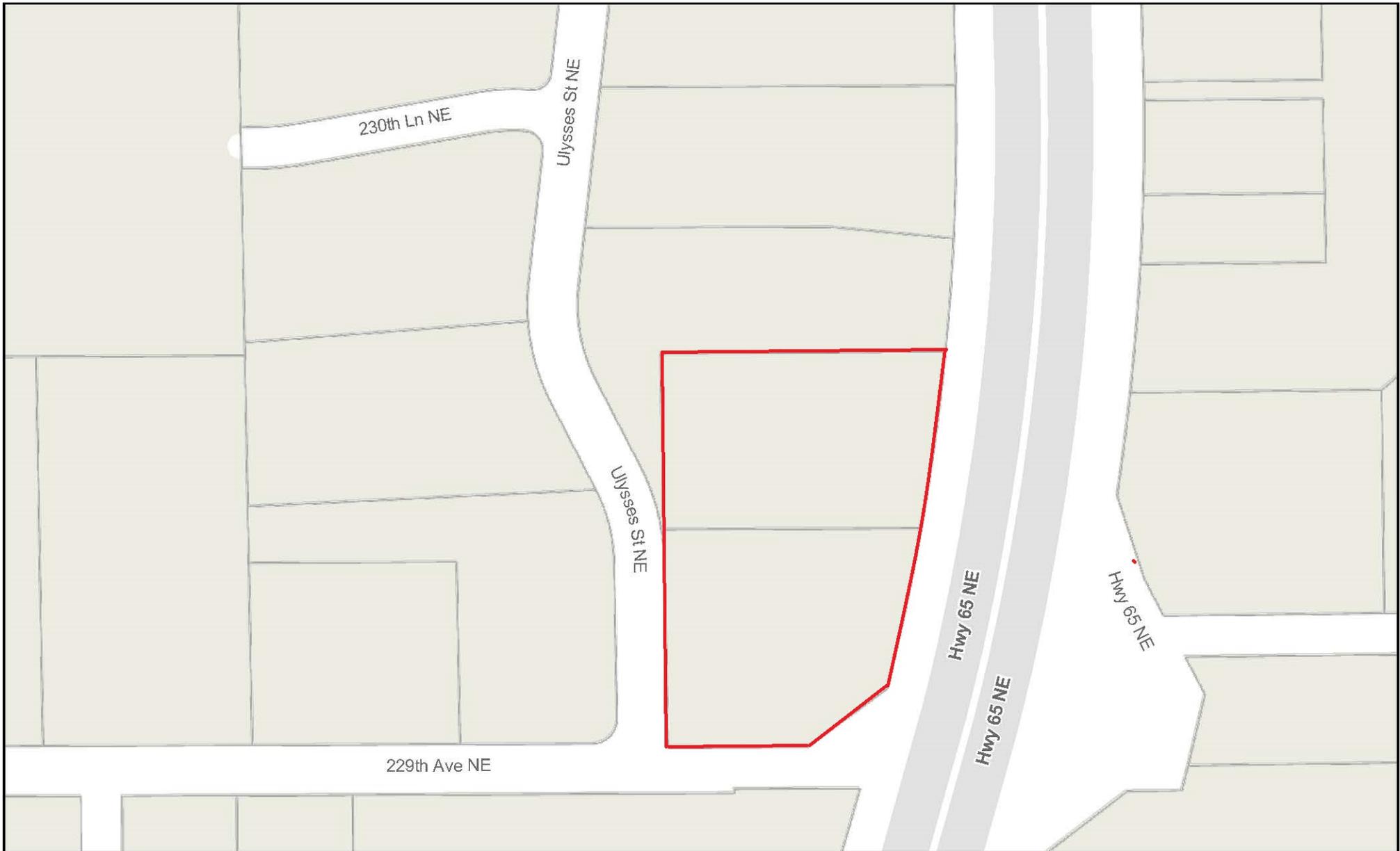
Second by: \_\_\_\_\_

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

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

# 1311 229th Ave NE - Location Map

Item 7.0 A.2, Attachment 1



1 inch equals 211 feet



-  Parcels
-  City Mask

# 1311 229th Ave NE - Aerial Map

Item 7.0 A.2, Attachment 2



-  Parcels
-  City Mask

1 inch equals 190 feet



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

**RESOLUTION NO. 2023-72**

A RESOLUTION **APPROVING** A VARIANCE FOR THE EXPANSION OF A LEGAL NONCONFORMING USE ON A LIGHT INDUSTRIAL (I) PROPERTY LOCATED AT 1311 229<sup>TH</sup> AVE NE, FOR (PINs 32-34-23-34-0005 & 32-34-23-34-0006).

THAT PRT OF S 379.90 FT OF SE1/4 OF SE1/4 OF SW1/4 OF SEC 32  
TWP 34 RGE 23 LYG W OF WLY R/W LINE OF T H NO 65,  
EX RD SUBJ TO EASE OF REC

AND

THAT PRT OF SE1/4 OF SE1/4 OF SW1/4 OF SEC 32 TWP 34 RGE 23  
LYG N OF S 379.90 FT THEREOF & LYG W OF WLY R/W LINE OF  
T H NO 65, EX RD SUBJ TO EASE OF REC

**WHEREAS**, the property owner requested a variance for the expansion of a legal nonconforming use through the construction of an additional building on the property, and;

**WHEREAS**, the Planning and Zoning Commission held a public hearing on October 24, 2023; and,

**WHEREAS**, the Planning and Zoning Commission finds the request:

1. Is a reasonable use of the property;
  - The property owner is requesting to continue the legal, nonconforming use of the property.
  - The existing use is considered a reasonable use and would be allowed to continue.
  - The expansion, through the build of an additional structure or shop space, will allow the business to operate efficiently.
  
2. Is a unique situation to this property due to circumstances not caused by the landowner;
  - The plight of the landowner is due to circumstances unique to the property not created by the landowner themselves.
  - B & T Trucking has been operating a business from the property in a Light Industrial Zone since 2012.
  - On September 21, 2016, City Council adopted regulations prohibiting Trucking and Motor Freight Terminals in Light Industrial Zones.
  - The business can only be expanded with an approved variance.
  
3. Will not have a negative effect the characteristic of the neighborhood;

- The expansion by addition of a building will not alter the character of what already exists on the property.
- The expansion will not alter the essential character of the neighborhood.
- The business has been at this property since 2012.
- The existing structure and commercial vehicles have been a mainstay of the business.

**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 the expansion of a legal nonconforming use through the construction of an additional structure on property located at 1311 229th Ave NE with the following conditions:

1. Property owner must obtain a building permit and complete all necessary inspections of the building as required by the Minnesota Uniform Building Code.
2. Property owner must continue to comply with the conditions set forth in approved by Interim Use Permit, Resolution 2021-28.

Adopted this 13<sup>th</sup> day of November, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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

ATTEST:

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



HALLMARK DESIGN'S INC.  
ROMAN ZASTAVSKIY  
7100 MEDICINE LAKE RD. STE 900  
NEW HOPE, MN 55427  
HALLMARKDESIGNSINC@GMAIL.COM  
763-221-9227

Martynenko Truck Shop  
Taras Martynenko  
1311 229th Ave NE  
East Bethel, MN 55005  
763-232-2148



MARTYNYENKO TRUCK SHOP

Site Plan

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A101

Scale 1" = 20'-0"

① Site  
1" = 20'-0"



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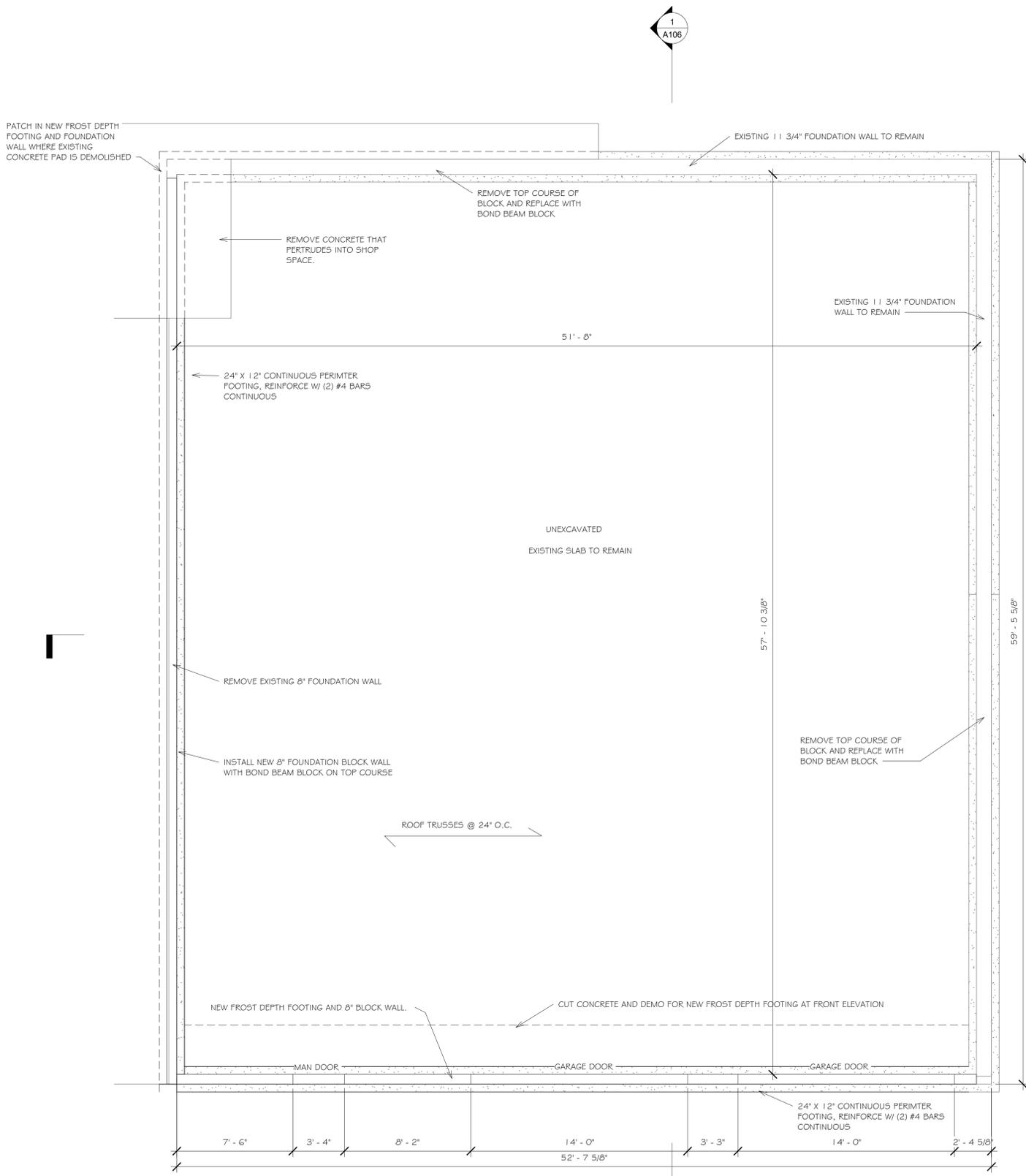
MARTYNYENKO TRUCK SHOP

Foundation Plan

Project Number	A102
Issue Date	
Author	
Checker	

A102

Scale 1/4" = 1'-0"



CONCRETE NOTES:  
 -ALL CONCRETE FOOTINGS AND FOUNDATION SYSTEMS ARE DESIGNED FOR A 2000 P.S.F. SOIL PER SOIL REPORT  
 -FOUNDATION WALLS SHALL BE FULL HEIGHT AT UNBALANCED FILL GREATER THEN 3'-4"  
 -1/2" ANCHOR BOLTS EMBEDDED 7" MINIMUM @ 4' O.C. MAX. 12" MIN. FROM EACH END. MINIMUM OF 2 BOLTS IN EACH SILL PLATE  
 -PAD FOOTINGS REINFORCEMENT IS TO BE LOCATED 3" FROM BOTTOM OF FOOTING TYP. (WHEN REQUIRED)  
 -CONTRACTOR IS RESPONSIBLE FOR ALL STEEL REBAR SIZING PER STATE AND LOCAL BUILDING CODES  
 -MIN. 5000 PSI CONCRETE @ ALL FOOTINGS

1 GROUND  
 1/4" = 1'-0"



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MARTYNYENKO TRUCK SHOP

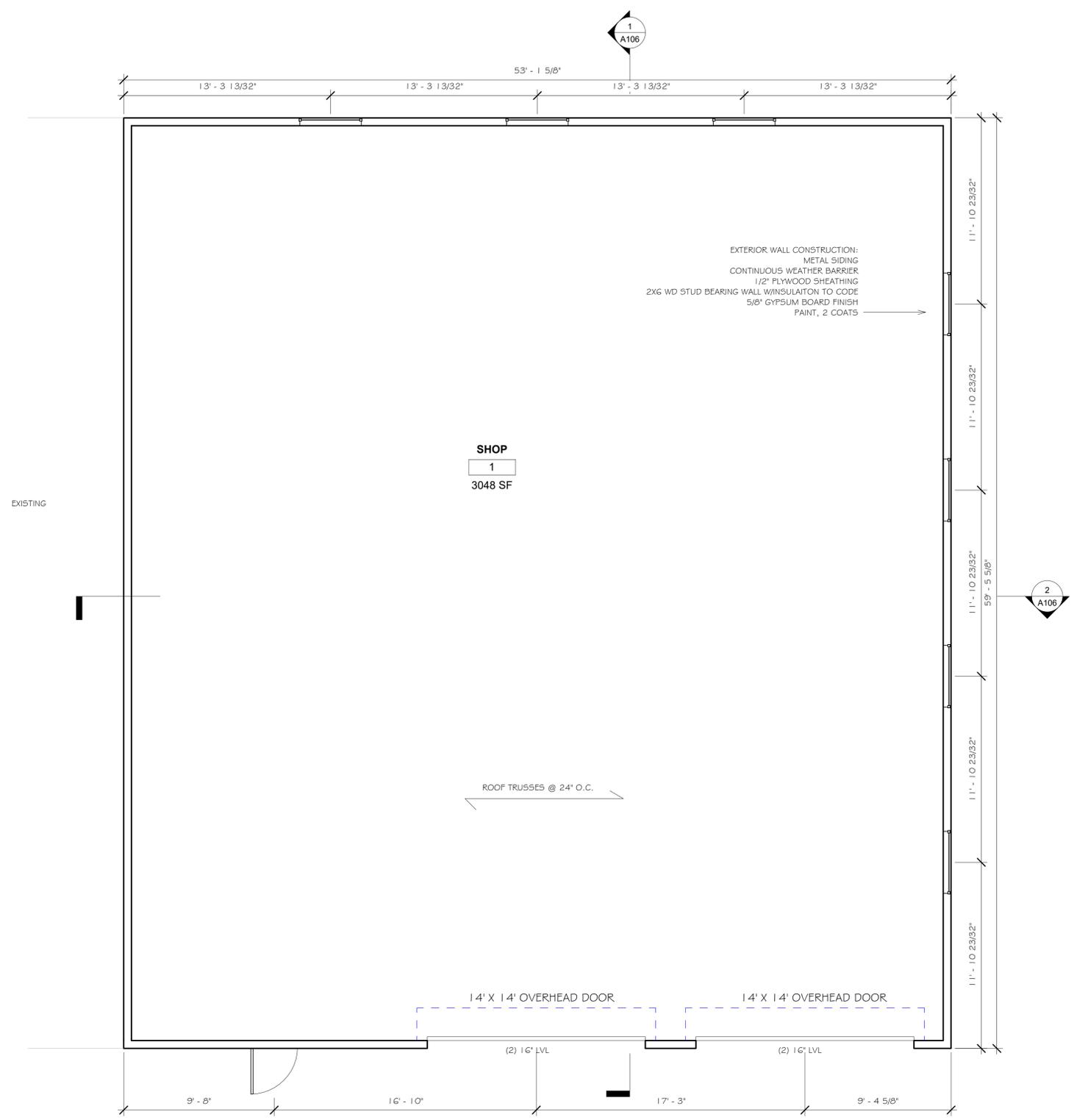
Floor Plan

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A103

Scale 1/4" = 1'-0"

- CONSTRUCTION NOTES:**
- EXTERIOR DECKS, POSTS, ETC. TO BE GREEN TREATED OR EQUIVALENT.
  - WOOD ON CONCRETE OR MASONRY IN DIRECT CONTACT WITH EARTH OR WOOD WITHIN 6" OF GRADE MUST BE TREATED OR DECAY RESISTANT.
  - PROVIDE SOLID BEARING UNDER ALL BEAMS, HEADERS, AND GIRDERS TO THE FOUNDATION.
  - CARPENTERS TO PROVIDE BLOCKING FOR ALL NEWEL POSTS.
  - FIRESOFT SOFFITS AT CEILING.
  - PLACEMENT OF MECHANICAL COMPONENTS WILL BE DETERMINED BY BUILDING CODES AND MAY VARY FROM THAT SHOWN.
  - ELECTRICAL WILL BE PROVIDED TO CODE. LOCATION OF OUTLETS MAY VARY FROM THAT SHOWN. ADDITIONS AND UPGRADES MUST BE SPECIFIED ON PLANS.
  - TOP OF HAND RAILS TO BE MOUNTED AT 36" ABOVE FRONT EDGE OF TREAD NOSING-CONTINUOUS FULL LENGTH OF STAIRS. TURN ENDS INTO NEWEL POST OR WALL.
  - RAILINGS ARE AT MINIMUM 36" HEIGHT WITH MAXIMUM LESS THAN 4" BETWEEN INTERMEDIATE RAILS.
  - STAIRS-4" MINIMUM RISE, 7-3/4" MAXIMUM RISE, AND 10" MINIMUM RUN ON ALL STAIRS. ANY RISER OR TREAD SHALL NOT EXCEED OTHERS BY MORE THAN 3/8".
  - LEGIBLE SET OF MANUFACTURERS ENGINEERED TRUSS DETAILS TO BE POSTED ON JOB SITE.
  - BUILDING NOT TO BE OCCUPIED UNTIL CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED.
  - CONTINUOUS AIR BARRIER TO BE PROVIDED AT ALL ELECTRICAL, MECHANICAL, AND PLUMBING PENETRATIONS.
  - EXTERIOR JOINTS AND OPENINGS TO BE CAULKED, GASKETED, OR OTHERWISE SEALED IN AN APPROVED MANNER.
  - ALL CONSTRUCTION MATERIALS SHALL MEET BUILDING CODES AND MAY BE CHANGED AT THE BUILDER'S DISCRETION.
  - MOISTURE BARRIER TO BE INSTALLED BEHIND ANY FACE BRICK.

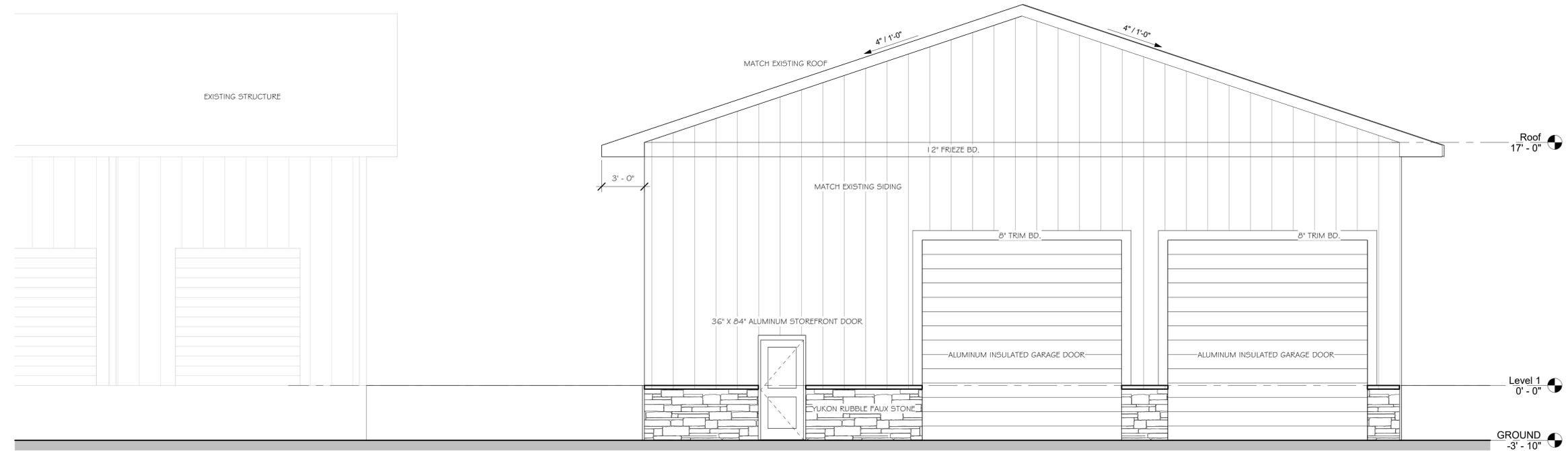




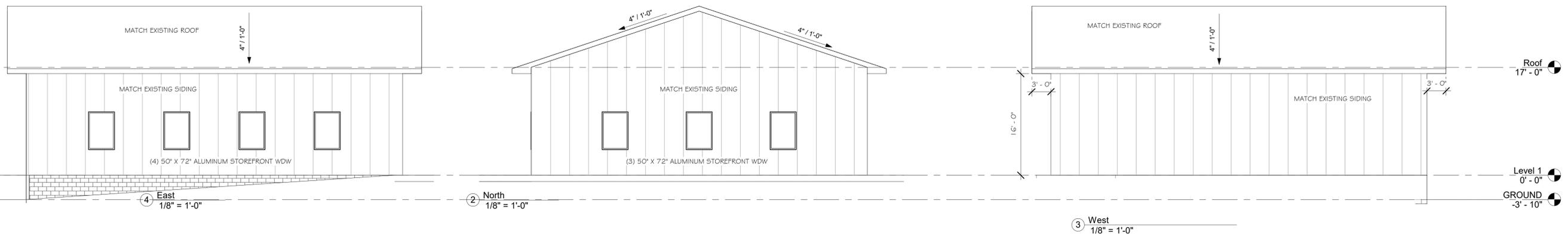
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MARTYNYENKO TRUCK SHOP



1 South  
 1/4" = 1'-0"



4 East  
 1/8" = 1'-0"

2 North  
 1/8" = 1'-0"

3 West  
 1/8" = 1'-0"

Elevations

Project Name	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A105

Scale As indicated



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 ROMAN ZASTAVSKIY  
 7100 MEDICINE LAKE RD. STE 900  
 NEW HOPE, MN 55427  
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MARTYNYENKO TRUCK SHOP

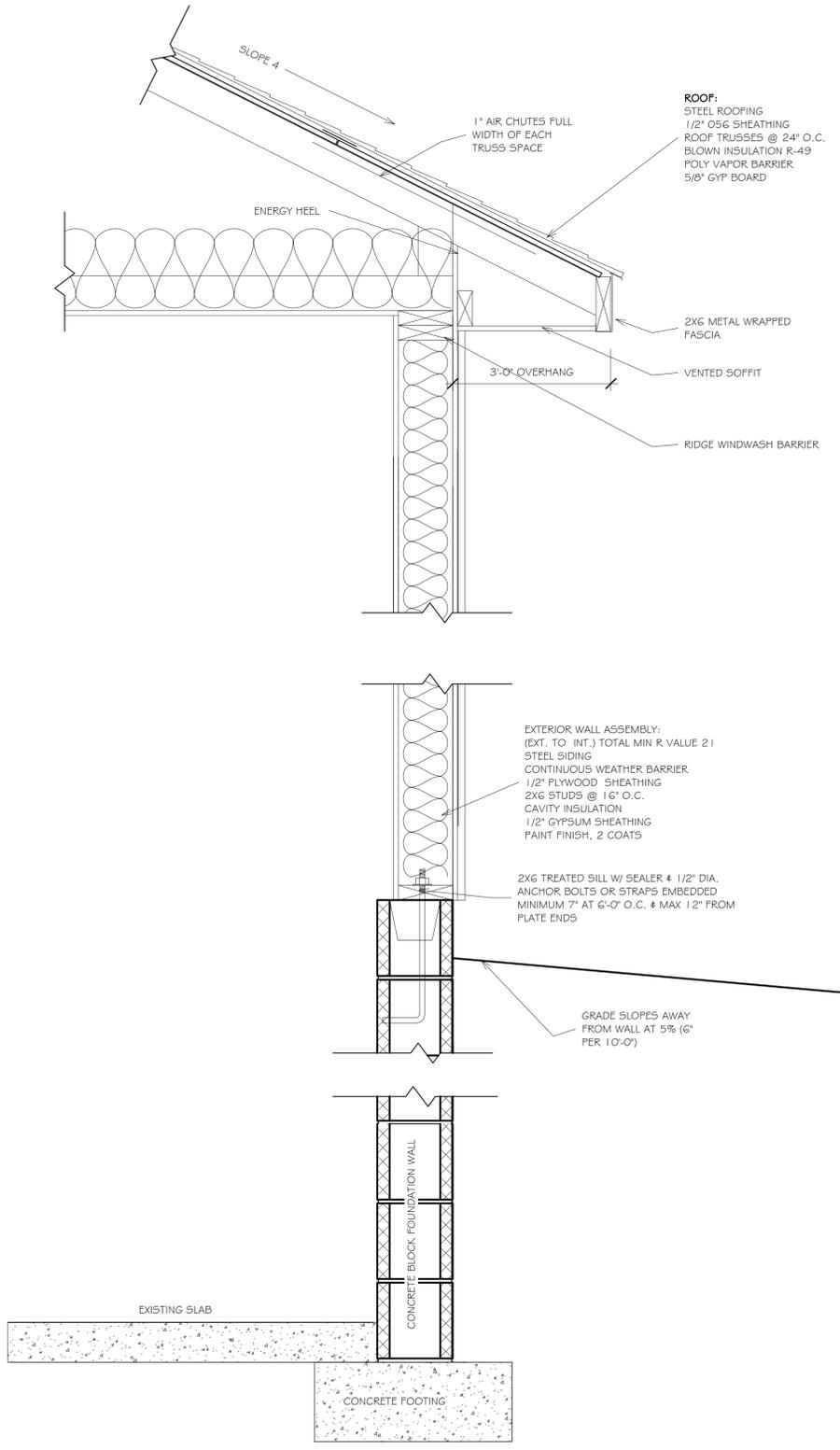
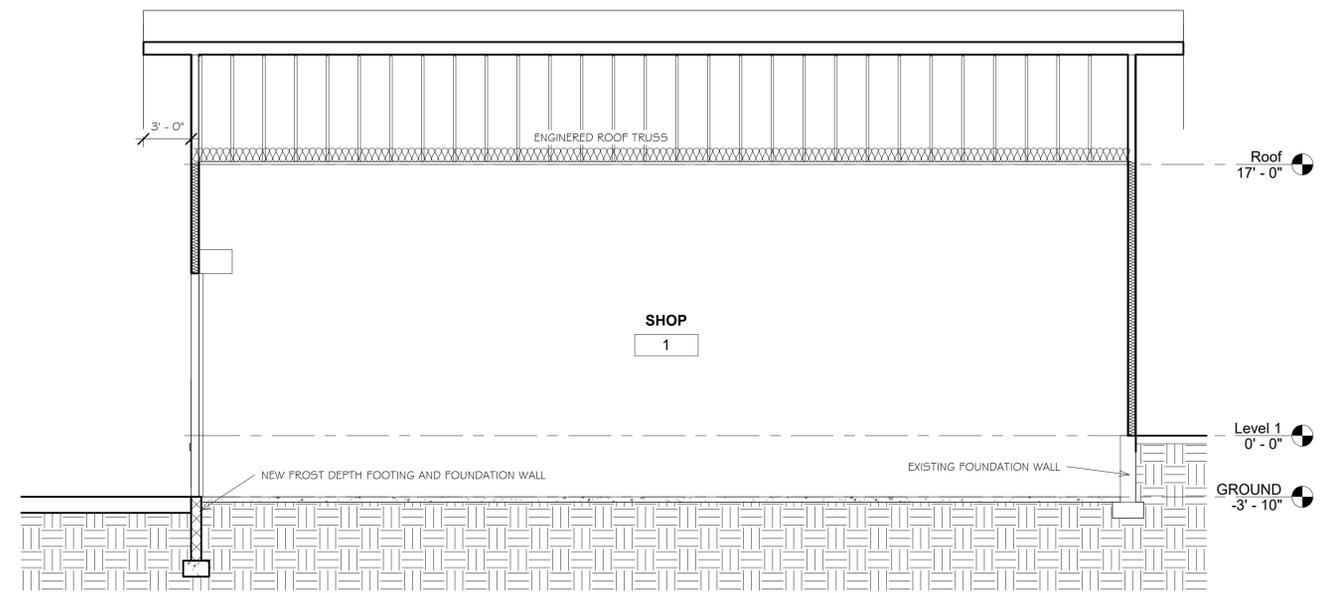
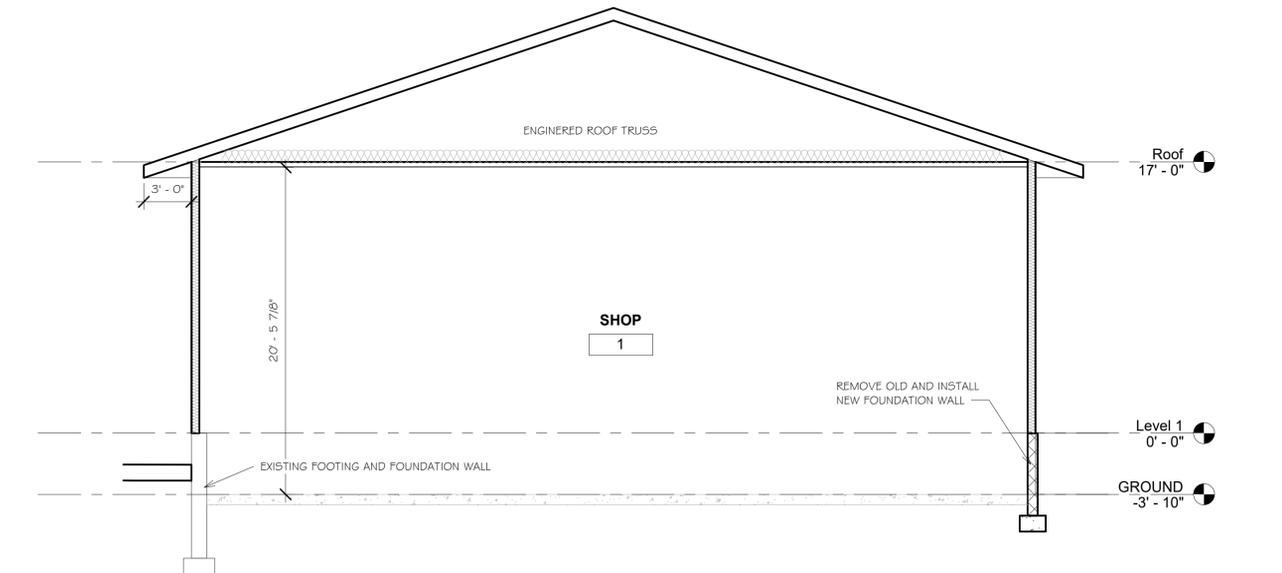
Sections

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A106

Scale As indicated

8/23/2023 12:36:43 AM



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

**RESOLUTION 2021-28**

A RESOLUTION GRANTING AN INTERIM USE PERMIT FOR B & T TRUCKING, LOCATED AT 1311 – 229<sup>TH</sup> AVENUE NE, PIN'S 32-34-23-34-0005 AND 32-34-23-34-0006, LEGALLY DESCRIBED AS:

THAT PART OF SOUTH 379.90 FEET OF SE ¼ OF SE ¼ OF SW ¼ OF SECTION 32 TOWNSHIP 34 RANGE 23 LYING WEST OF WESTERLY RIGHT OF WAY LINE OF TRUNK HIGHWAY NO 65, EX RD SUBJECT TO EASEMENT OF RECORD;

AND

THAT PART OF SE ¼ OF SW ¼ OF SECTION 32 TOWNSHIP 34 RANGE 23 LYING NORTH OF SOUTH 379.90 FEET THEROFR & LYING WEST OF WESTERLY RIGHT OF WAY LINE OF TRUNK HIGHWAY NO 65, EX RD SUBJECT TO EASEMENT OF RECORD

WHEREAS, the property owner requested an interim use permit to allow a trucking company classified as a warehousing and distribution center known as B & T Trucking, and;

WHEREAS, the Planning Commission held a public hearing on April 27, 2021; and,

WHEREAS, the Planning Commission finds the request:

1. Will not be injurious to the surrounding neighborhood or otherwise harm the public health, safety, and general welfare.
  - The business is similar in nature to businesses to the north.
2. Will not have a negative effect on the values of property and scenic views.
  - There are existing businesses located to the north of the property that are similar in nature with storage of businesses vehicles and equipment.
  - The property is screened from the public right-of-way.

WHEREAS, the Planning Commission recommends to the City Council approval of the interim use permit.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the interim use permit to allow for the business known as B & T trucking, defined as a truck or motor freight terminal to operate at 1311 – 229<sup>th</sup> Avenue NE with the following conditions:

1. Permit shall expire when:
  - a. The property is sold, or
  - b. Non-compliance of IUP conditions.

2. No more than fifteen (15) tracker trailers may be stored on the property at any given time.
3. The Interim Use Permit is not transferable to any other businesses.
4. The property must remain neat and orderly and trucks and trailers shall be screened from the public right-of-way.
5. The fenced storage area must not be expanded from the existing footprint.
6. City Council, at their discretion, may modify conditions at any time.

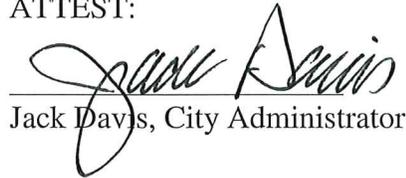
Adopted by the City Council of the City of East Bethel on this 10<sup>th</sup> day of May, 2021.

CITY OF EAST BETHEL



Steven R. Voss, Mayor

ATTEST:



Jack Davis, City Administrator



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



**Date:** November 13, 2023

**Agenda Item Number:** 7.0 A.3

**Agenda Item:** Preliminary Plat – Strandlund Farm, Carrington Homes, LLC.

**Background Information:** On July 25<sup>th</sup>, 2023 a Concept Plan for a 21 Lot Rural Residential Subdivision, Strandlund Farm, was presented to the Planning Commission. After a Public Hearing and Planning Commission recommendations the developer made revisions and presented a revised Concept Plan to the City Council on August 14, 2023 for feedback.

On October 10, 2023 the developer submitted an application for the Preliminary Plat of Strandlund Farm. The plat consists of twenty (20) buildable single family rural residential lots on 73.90 acres. Of the proposed lots, one (1) lot is at the minimum of 2.00 acres. The average lot size in the proposed plat is 3.27 acres therefore all lots meet city code requirements.

Street Access

This subdivision will be accessed off of Luan Drive NE / Anoka County Highway 74 by the creation of a new section of 219<sup>th</sup> Ave NE. The new section of 219<sup>th</sup> Ave and all internal street will be constructed to the minimum design standards.

Anoka County Highway Dept.

The Anoka County Highway Dept. was sent the Preliminary Plat for review. A comment letter was received on 10/19/23 and is included as Attachment 5 for review. Any and all comments from the Anoka County Highway Department will need to be satisfactorily addressed by the developer prior to filing a final plat.

Public Works

The Public Works department reviewed the submitted preliminary plat and are in support of the subdivision as proposed with the recommendation of removal of the gravel cul-de-sac on 219<sup>th</sup> Ave and make the full connection to the platted road.

City Engineer

City Engineer comments were received on November 7, 2023 and are included as attachment 4. The developer will need to satisfactorily address any and all comments prior to filing a final plat.

Fire Department

Fire Department comments regarding cul-de-sac radius identified in the Concept Plan were satisfactorily address.

Building Department

The Building Official had no comments at the preliminary plat stage of the development.

Park Dedication

The Parks Commission reviewed the initial concept plan at their August 8<sup>th</sup>, 2023 meeting and made a recommendation of park fees in lieu of land with the possible exception of providing a trail easement from the

cul-de-sac to 221st Ave NE. The updated preliminary plat will be reviewed at the November 14<sup>th</sup>, 2023 Parks Commission Meeting.

The park dedication fee is determined by 10% of the fair market value of the undeveloped land; not to exceed \$2,000.00 per acre. Staff will work with the property owner to determine the amount required for park dedication fees, which will need to be paid prior to the release of the final plat for filing with Anoka County.

**Planning Commission:** On October 24, 2023, the Planning Commission held a Public Hearing where two residents spoke. They were immediate neighbors on 219<sup>th</sup> Ave NE and expressed concerns related to the road connection, water runoff, soil testing and the creation of a berm. After a review of the Preliminary Plat the Planning Commission, by a 4-0 vote recommended to the City Council approval of the Preliminary Plat.

**Recommendation:** City Council should review the request, consider the Planning Commission’s formal recommendation and approve the Preliminary Plat of Strandlund Farm as presented, with conditions identified in Resolution 2023-72.

**Attachments:**

1. Location Map
2. Resolution 2023-72
3. Preliminary Plat
4. City Engineer Review
5. ACHD Review Letter

**City Council Action:**

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

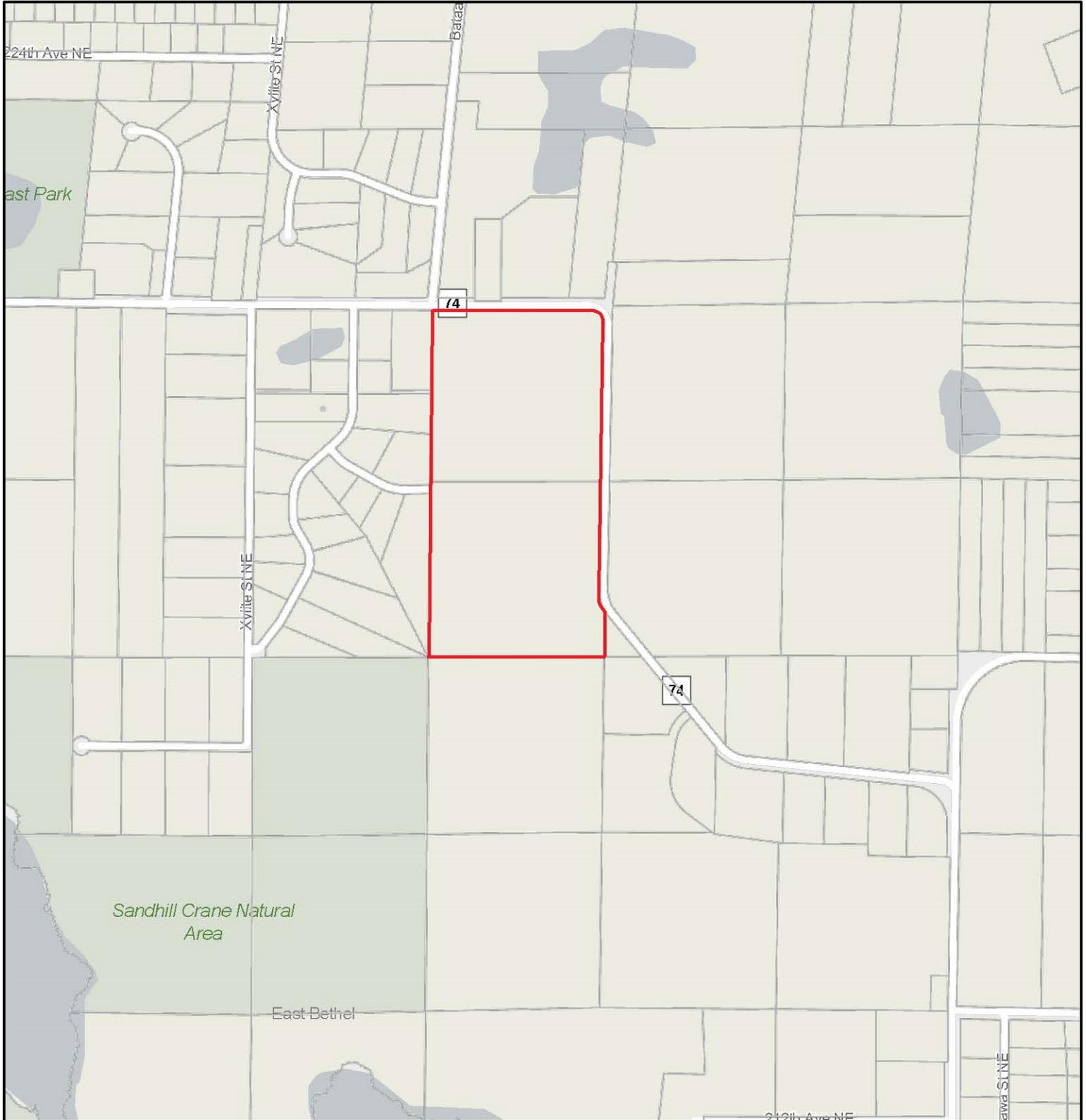
Second by: \_\_\_\_\_

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

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

# Strandlund Farm - Location Map

Item 7.0 A.3, Attachment 1



-  Parcels
-  City Mask

1 inch equals 1,008 feet



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

**RESOLUTION NO. 2023-73**

**A RESOLUTION APPROVING THE PRELIMINARY PLAT OF “STRANDLUND FARM”  
FOR PROPERTY LEGALLY DESCRIBED IN EXHIBIT A:**

**NE ¼ OF NW ¼ OF SEC 10 TWP 33 RGE 23 EX N 518.60 FT OF W 475 FT THEREOF**

**&**

**THE SE ¼ OF NW ¼ OF SEC 10 TWP 33 RGE 23**

**WHEREAS**, Carrington Development, LLC. has requested approval of a preliminary plat for Strandlund Farm; and

**WHEREAS**, the East Bethel Review Committee has reviewed the preliminary plat and have provided comments; and

**WHEREAS**, pursuant to published and mailed notice thereof, the Planning Commission has conducted a public hearing on said plat; and

**WHEREAS**, as a result of such public hearing, the Planning Commission recommends approval of the preliminary plat to the City Council.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of East Bethel hereby agrees with the recommendation of the Planning Commission and approves the preliminary plat of Strandlund Farm, with the following conditions:

1. The approved preliminary plat lot lay out is shown as Exhibit A.
2. City of East Bethel Engineer comments shall be satisfactorily addressed prior to any grading of the site.
3. The City Engineer will determine when all items have been addressed.
4. Anoka County Highway Department comments must be satisfactorily addressed.
5. The applicant shall be responsible for the cost of construction of all improvements proposed as a part of the preliminary plat.
6. Prior to final plat recording at Anoka County, a Development Agreement acceptable to the City Attorney must be executed by the Developer and filed with Anoka County.
7. Prior to final plat recording at Anoka County, Vehicle Maintenance Access Easements must be executed.
8. Park dedication fees must be paid prior to the release of the final plat.
9. A wetland delineation must be approved by the City Engineer prior to approval of the final plat.

Adopted by the City Council of the City of East Bethel this 13<sup>th</sup> day of November, 2023.

CITY OF EAST BETHEL

ATTEST

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

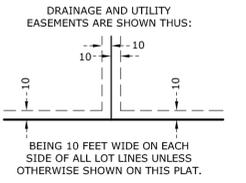
\_\_\_\_\_  
Jack Davis, City Administrator

# PRELIMINARY PLAT

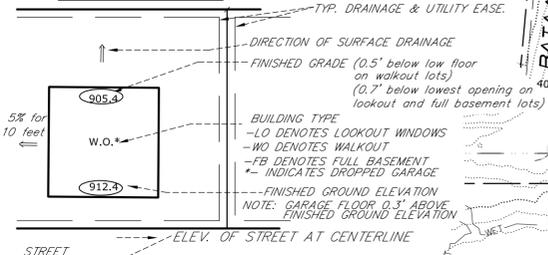
~for~ CARRINGTON DEVELOPMENT  
~of~ STRANGLUND FARM

## LEGEND

- DENOTES SOIL BORING BY TRADEWELL SOIL TESTING
- x 952.36 DENOTES EXISTING SPOT ELEVATION
- WET DENOTES WET LAND
- DENOTES EXISTING 2 FOOT CONTOUR
- DENOTES PROPOSED 2 FOOT CONTOURS
- WET DENOTES WETLAND DELINEATED BY KJOLHAUG ENVIRONMENTAL SERVICES COMPANY.
- DENOTES EASEMENT LINE
- BLDSP DENOTES SETBACK LINE
- DENOTES DIRECTION OF DRAINAGE
- 899.0 DENOTES PROPOSED SPOT ELEVATION
- DENOTES PROPOSED WELL LOCATION
- DENOTES WETLAND/ VEGETATIVE BUFFER
- \*\*27,986 S.F.\*\* DENOTES CONTIGUOUS LAND AREA OCCURRING WITHIN THE PROPERTY LINES OF A PARCEL OR LOT EXCLUDING DRAINAGEWAYS, WETLANDS, WATERCOURSES AND PONDING AREAS, PARK LAND, ROAD RIGHTS-OF-WAY, AND SLOPES IN EXCESS OF 18 PERCENT.
- △ DENOTES RIGHT OF ACCESS DEDICATED TO ANOKA COUNTY
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)



## TYPICAL LOT



## PROPERTY DESCRIPTION

The Northeast Quarter of the Northwest Quarter of Section 10, Township 33 North, Range 23 West, Anoka County, Minnesota, except the North 518.60 feet of the West 475.00 feet thereof.

AND

The Southeast Quarter of the Northwest Quarter of Section 10, Township 33 North, Range 23 West, Anoka County, Minnesota.

## DEVELOPMENT DATA

- TOTAL AREA = 73.90± ACRES
- PROPOSED NUMBER OF LOTS = 20 LOTS
- RIGHT-OF-WAY DEDICATION = 8.53± ACRES
- AVERAGE LOT SIZE = 3.27± ACRES

## EXISTING ZONING

RR-RURAL RESIDENTIAL

## SETBACKS

- COUNTY ROAD = 100 FEET
- FRONT ROAD = 40 FEET
- SIDE YARD = 25 FEET
- REAR YARD = 25 FEET
- WETLAND = 25 FEET
- WETLAND BUFFER = 15 FEET

## PROPOSED ZONING INFORMATION

- RR-RURAL RESIDENTIAL
- MINIMUM LOT WIDTH = 200 FEET
- AT BUILDING SETBACK = 40 FEET
- MINIMUM LOT AREA = 2 ACRES
- MINIMUM BUILDABLE AREA = 23,000 S.F.

NORTH

GRAPHIC SCALE



1 INCH = 100 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 Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD  
Date: 10/10/2023 License No. 41578

## NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 05/26/23 and 10/06/23.
- Bearings shown are on the Anoka County Coordinate System.
- ADDRESS: 2836 221ST AVE NE EAST BETHEL MN 55011 UNASSIGNED
- PARCEL ID NUMBER: 10-33-23-21-0001, 10-33-23-24-0001
- FEE OWNER: CARROL M. STRANGLUND AND VERNON D STRANGLUND, TRUSTEES; CARROL M. STRANGLUND AND VERNON D STRANGLUND, TRUSTEES
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain.) and Flood Zone A (No base flood elevations determined.), according to Flood Insurance Rate Map No. 27003C0205E Community No. 270012 Panel No. 0205 Suffix E by the Federal Emergency Management Agency, effective date December 16, 2015.
- This survey was prepared with the benefit of title work. Title commitment prepared by TitleSmart, Inc., File No. 281361, dated effective August 7, 2023, at 8:00 A.M., was used to supplement this survey.
- Wetland delineation by Kjolhaug Environmental Services Company May 17, 2023.

DEVELOPER  
CARRINGTON DEVELOPMENT, LLC  
STEVE STRANGLUND  
P.O. Box 169  
EAST BETHEL, MN 55011  
(612) 221-4476

OWNER  
CARROL M. STRANGLUND AND  
VERNON D STRANGLUND, TRUSTEES

DRAWN BY:	MMD	JOB NO.:	220585PP	DATE:	02/15/23
CHECK BY:	JER	FIELD CREW:	JH / CB		
	1				
	2				
	3				
	4				
	5				
NO.	DATE	DESCRIPTION			BY



**Main Office:**  
 3601 Thurston Avenue, Anoka, MN 55303  
 Phone: 763/427-5860 Fax: 763/427-0520  
 www.haa-inc.com



November 7, 2023

Aaron M. Berg, MPA  
 Community Development Director  
 City of East Bethel  
 2241 – 221st Avenue NE  
 East Bethel, MN 55011

RE: Preliminary Plat Review – Strandlund Farm

Dear Aaron:

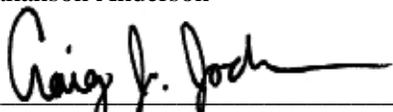
As requested, we have reviewed the Preliminary Plat information submitted for the proposed plat of Strandlund Farm. This information is preliminary. A final review will be completed once the following comments are address.

1. Chapter 66 of the City Code and the WMO requires a MNRAM for the onsite wetlands. The MNRAM is also used to determine the wetland buffer width per City Code 66-155-Table 1.
2. This site will require a NPDES construction permit. Acquire the permit before the start of construction.
3. Per City Standard Plate 103 the approach curve on the right-of-way to the cul-de sac's shall be a 60-foot radius.
4. Per Appendix C.4.a of the Engineering Manual, provide a soils investigation from a certified geotechnical engineer.
5. Stormwater calculations have been provided. They will be reviewed upon addressing these comments.
6. Vehicle Maintenance Access (VMA) roads shown on the plans are not adequate. Provide VMA around the perimeter of the basins. Provide a turnaround for equipment at the end of the VMA roads for pipe maintenance. The VMA shall be outside the lot line drainage swales. Clearly show all the VMA's on the plan. VMA need to be provided around the perimeter of the basins such that maintenance equipment can drive around the basin without driving on the slope. A minimum of 10 feet shall be provided from the top of the slope or from the HWL whichever is greater. They shall also be contained in an easement.
7. What is the HWL for Wetland 4.
8. The existing contours are difficult to see.
9. The legend indicates the buffer is "WB" but the plan shows "WSB".
10. There appears to be several structures on the proposed lots. Are these being removed?
11. The HWL on Wetland 5 is 916.5. The overflow appears to be set at 918.1? Provide the back-to-back 100-year calculation or start the 100-year storm at the overflow.

12. What is the overflow for Wetland 7? Is it land locked? What is the emergency overflow for Wetland 2?
13. Where does the stormwater drain in the northwest corner of 219<sup>th</sup> Avenue and Luan?
14. Is there an adequate ditch along County Road 74. The drainage from County Road 74 shall remain in the County right of way.
15. Is any wetland fill being proposed?
16. What is the outlet for Wetland 6 and 8? Are they land locked?
17. All existing culverts that affect multiply lots need to be upgraded or removed if the removal does not impact downstream properties.
18. Submit the plans and drainage calculations to Anoka County for review and approval.
19. Call out the class and quantity of the riprap on the plan.
20. Provide the emergency overflow elevation for each lot on the Low Floor table. For example, Pond 1 drains to Wetland 3. Does Wetland 3 have an overflow or is it land locked? Also add the HWL for Wetland 3.
21. The soil borings used to establish the low floors have not been submitted. Add which boring was used for each lot on the table on Sheet G1.
22. The HWL text is difficult to read on some of the ponds (to light).
23. On Lot 9 of Block 1 the required low floor does not match the table. Check all the lots.
24. Standard Plate No. 100 is outdated. The minimum required Class 5 is 6 inches.
25. Add the horizontal street radiuses to the street plans.
26. City staff will need to verify street names.
27. The outlet structures shall have an integral base. Riser sections shall conform to MnDOT 4020.
28. Provide cross sections that have adequate width to show the proposed ground meeting the existing ground.

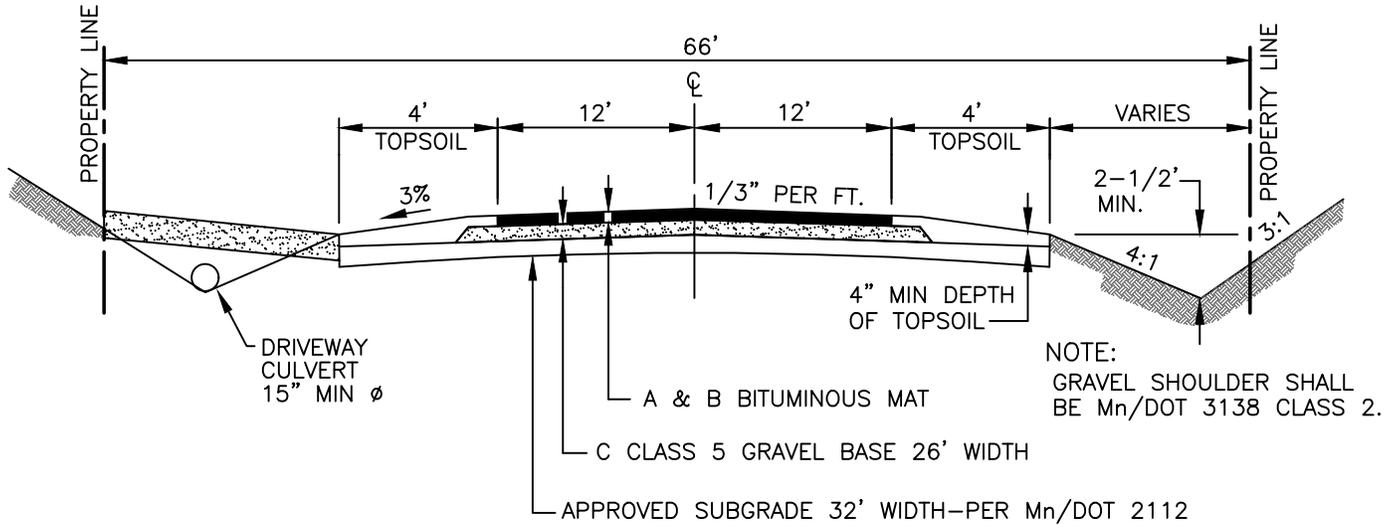
If you have any questions, please call me at 763-852-0485.

Sincerely,  
Hakanson Anderson



Craig J. Jochum, City Engineer





LEGEND				
R VALUE	ESALS	BITUMINOUS SURFACE		AGGREGATE BASE
		WEAR SPWEA240B A*	BASE/BINDER SPNWB230B B*	CLASS 5 3138 C*
R-70 to R-35	≤ 200,000	** 1 1/2"	** 2"	** 6"
R-30	≤ 175,000	1 1/2"	2"	6"
R-20	≤ 40,000	2"	2"	6"
R-15	≤ 20,000	2"	2"	6"
R-10	≤ 20,000	2"	2"	8"
R-5	≤ 10,000	2"	2"	10"

\* SUBJECT TO REVIEW BY QUALIFIED SOILS ENGINEER

\*\* MINIMUM ALLOWABLE DESIGN THICKNESS

- NOTES:**
- ① R VALUE IS A MEASURE OF EMBANKMENT SOIL RESISTANCE STRENGTH AS DETERMINED BY THE HVEEM STABILOMETER METHOD
  - ② CUMULATIVE DESIGN LANE 18 KIP ESAL'S IS THE CUMULATIVE DAMAGE EFFECT OF VEHICLES DURING THE DESIGN LIFE OF A FLEXIBLE PAVEMENT.
  - ③ SEE STANDARD PLATE 106 FOR TRAIL LOCATION REQUIREMENTS.

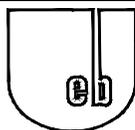
## LOCAL RESIDENTIAL RURAL STREET SECTION—10 TON

NO SCALE

Sep 11, 2023 1:50pm K:\cod\_eng\Details\Eastbeth\AUTOCAD\100.dwg

APPROVED  
3-02-05

REVISED  
3-11-22



**CITY OF  
EAST BETHEL**  
City Council Packet, page 86

**STANDARD PLATE No.**  
**100**



**Anoka County**  
TRANSPORTATION DIVISION  
Highway

Aaron Berg  
City of East Bethel  
2241 221<sup>st</sup> Avenue NE  
East Bethel, MN 55011

October 19, 2023

RE: Preliminary Plat – Strandlund Farm

Dear Aaron,

We have reviewed the Preliminary Plat for Strandlund Farm to be located west of CR 74 (Luan Drive NE) and south of CR 74 (221<sup>st</sup> Avenue NE) within the City of East Bethel, and I offer the following comments:

- The proposed right of way along CR 74 is 60 feet south and west of centerline which should be sufficient for future reconstruction purposes.
- As proposed, the plat will introduce four new access points onto CR 74, which would be allowed since access to a city street does not seem feasible. Since sight distance is not met at the proposed shared access location, we request that the ROW be cleared to ensure the most sight distance possible in conjunction with approval of the access permits. The right of access is dedicated to Anoka County along CR 74 with exception for the proposed access points.
- Internal site grading shall not commence until the requested ACHD Engineering plan approvals are received and the applicable permits can be issued. If there will be any utility relocation on CR 74, it will be required to be completed by the City/developer as a part of the ACHD Engineering Plan Review process.
- Please note that no plantings or private signs will be permitted within the county right of way and care must be exercised when locating private signs, building, structures, plantings, berms, etc. outside of the county right of way, so as not to create any new sight obstructions for this section of CR 74.

ACHD would like to work with local governments in promoting compatibility between land use and the county highway system. It should be recognized that residential land uses located adjacent to County highways often results in complaints about traffic noise. Existing and/or future traffic noise from CR 74 could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA’s Noise Area Classification (NAC) where establishment of the land use would result in violations of established noise standards. It is advised that the City and the Developer assess the noise situation for this development as it is proposed to be located directly adjacent to CR 74 and take the level of action deemed necessary to minimize the impact of any highway noise by incorporating the appropriate noise mitigation elements into the design and phasing of this plat as applicable.

Our Passion Is Your Safe Way Home

The ACHD Engineering Plan Review process will apply to this site. The following items should be submitted to Brandon Ulvenes, Engineer II, [Brandon.Ulvenes@co.anoka.mn.us](mailto:Brandon.Ulvenes@co.anoka.mn.us) (checklist and payment information are available on our website: <https://www.anokacountymn.gov/4072/Development-Review>):

- Utility relocation plans
- Traffic Control plans
- Grading and erosion control plans
- Drainage calculations – Note that the post-developed rate/volume of runoff must not exceed the pre-developed rate/volume of runoff for the 10-year critical design storm
- ACHD Design Requirements Checklist
- Engineering plan review fee (estimated at \$150.00)

Following completion of the ACHD Engineering Plan Review process, the contractor(s) who will be completing any work within the county right of way must begin the ACHD Permit process. One permit for Work within the County Right of Way (\$150.00), one street access permit (\$250), and three Access Permits (\$175.00 each) must be obtained prior to the commencement of any construction. License permit bonding, methods of construction, design details, work zone traffic control, restoration requirements and follow-up inspections are typical elements of the permitting process. Contact Sue Burgmeier via phone at 763.324.3176 or via email at [HighwayPermits@co.anoka.mn.us](mailto:HighwayPermits@co.anoka.mn.us) for further information and to coordinate the ACHD Permit process.

Thank you for the opportunity to comment. Feel free to contact me if you have any questions regarding this review.

Sincerely,



Logan Keehr  
Traffic Engineering Technician

xc: CR 74/Plats+Developments/2023  
Jerry Auge, Assistant County Engineer  
David Zieglmeier, County Surveyor  
Sean Thiel, Traffic Engineering Manager  
Sue Burgmeier, Traffic Engineering Technician  
Brandon Ulvenes, Engineer II

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



**Date:** November 13<sup>th</sup>, 2023

**Agenda Item Number:** 7.0 A.4

**Agenda Item:** Preliminary Plat – Classic Commercial Park 5<sup>th</sup> Addition – 189<sup>th</sup> Ave NE / Buchanan St NE – CD Properties North, LLC.

**Background Information:** In November 2019, T & G Land, Inc. filed a Final Plat for Sauter Commercial Park Fourth Addition which included a 20 acre Outlot for future development. In January 2020, CD Properties North, LLC. purchased the property. CD Properties North, LLC has submitted a Preliminary Plat, known Classic Commercial Park Fifth Addition, application to divide the existing Outlot into 3 parcels. The plat consists of two (2) Commercial parcels and an additional Outlot.

Staff have reviewed the submission along with the Sauter Commercial Park Fourth Addition Plat details and offer the following comments.

**Commercial Site Plan Review**

A Commercial Site Plan must be reviewed and approved prior to the issuance of any building permits. Required submittal plans include, but are not limited to, the following: grading and drainage, architectural, landscaping, lighting, storm water, and utility plans.

**Utilities**

The lot will be served by municipal sewer and water. All fees associated with municipal services are required to be paid prior to the issuance of any building permits.

**Park Dedication**

Cash-in-lieu of land will be collected prior to the issuance of any building permits. Required park fees will reflect the most current fee schedule at the time the building permit is issued.

**Planning Commission** On October 24<sup>th</sup>, 2023 the Planning Commission held a Public Hearing and recommend approval of the Preliminary Plat for Classic Commercial Park 5<sup>th</sup> Addition.

**Recommendation:** City Council should review the preliminary plat request, consider the Planning Commission’s formal recommendation and approve the Preliminary Plat as presented in Resolution 2023-74.

**Attachments:**

1. Location Map
2. Resolution 2023-74
3. Preliminary Plat – Exhibit A.

**City Council Action:**

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

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

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

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

# PID:323323220009 - Location Map

Item 7.0 A.4, Attachment 1



1 inch equals 421 feet



-  Parcels
-  City Mask

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

**RESOLUTION NO. 2023-74**

**A RESOLUTION APPROVING THE PRELIMINARY PLAT OF “CLASSIC COMMERCIAL PARK  
FIFTH ADDITION” LEGALLY DESCRIBED AS:**

**SAUTER’S COMMERCIAL FOURTH ADDITION, OUTLOT A**

**WHEREAS**, CD Properties North, LLC. requested approval of a preliminary plat for Classic Commercial Park Fifth Addition; and

**WHEREAS**, the preliminary plat is in compliance with the previously approved Sauter’s Commercial Park preliminary plat; and

**WHEREAS**, pursuant to published and mailed notice thereof, the Planning Commission recommends approval of the preliminary plat to City Council.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST BETHEL, MINNESOTA** hereby agrees with the recommendation of the Planning Commission and approves the Preliminary Plat of Classic Commercial Park Fifth Addition with the following conditions:

1. The approve Preliminary Plat is shown as Exhibit A.
2. Park dedication fees will be collected prior to the issuance of the building permits, at the rate approved on the most current fee schedule, at the time of submittal.
3. All fees associated with municipal services are required to be paid prior to the issuance of any building permits.
4. East Bethel City Engineer comments shall be satisfied prior to the issuance of any building permits. The City Engineer will determine when all comments have been addressed.
5. A Commercial Site Plan must be reviewed and approved prior to the issuance of any building permits.
6. Final plat must be approved and filed with Anoka County prior to the issuance of any building permits.

Adopted this 13th day of November, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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

ATTEST:

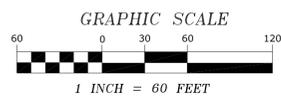
\_\_\_\_\_  
Jack Davis, City Administrator

# PRELIMINARY PLAT

~for~ CD PROPERTIES NORTH, LLC  
 ~of~ CLASSIC COMMERCIAL PARK 5TH ADDITION

## OWNER/DEVELOPER

CD PROPERTIES NORTH, LLC  
 CURT STRANGLUND  
 18452 ULYSSES STREET NE  
 EAST BETHEL, MN 55011-0000



## VICINITY MAP

PART OF SEC. 32, TWP. 33, RNG. 23



ANOKA COUNTY, MINNESOTA  
 (NO SCALE)

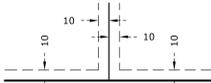
## LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES EXISTING CONTOURS
- ⊙ DENOTES SANITARY SEWER MANHOLE
- ⊕ DENOTES HYDRANT
- OHU— DENOTES POWER POLE AND OVERHEAD WIRES
- S— DENOTES EXISTING SANITARY SEWER
- SS— DENOTES EXISTING STORM SEWER
- W— DENOTES EXISTING WATER MAIN
- G— DENOTES GUY WIRE
- ▨ DENOTES BITUMINOUS SURFACE
- ▨ DENOTES WETLAND BUFFER AREA
- ⊠ DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)

PFN No. 17-119-22-14-0008  
 Owner: City of X  
 Address: Unassigned

## DRAINAGE AND UTILITY EASEMENTS:

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH, AND ADJOINING ALL LOT LINES AND RIGHT OF WAY LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

NORTH

## NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 7/14/2019, and 09/27/23.
- Bearings shown are on Anoka County datum.
- Wetland delineation by Jacobson Environmental.
- Parcel ID No. 32-33-23-22-0009.
- Surveyed premises shown on this survey map is in Flood Zones A and X according to Flood Insurance Rate Map Community No. 270674, Panel No. 0215, Suffix E by the Federal Emergency Management Agency, effective date December 16, 2015. A LOMA was completed on this parcel dated February 20, 2018, Case. No. 18-05-1752A, based upon a flood elevation of 899.2.
- Site Plan provided by Lampert Architects.
- Topography is shown per field information gathered by E.G. Rud and Sons on 09-27-23.

## ZONING AND SETBACKS:

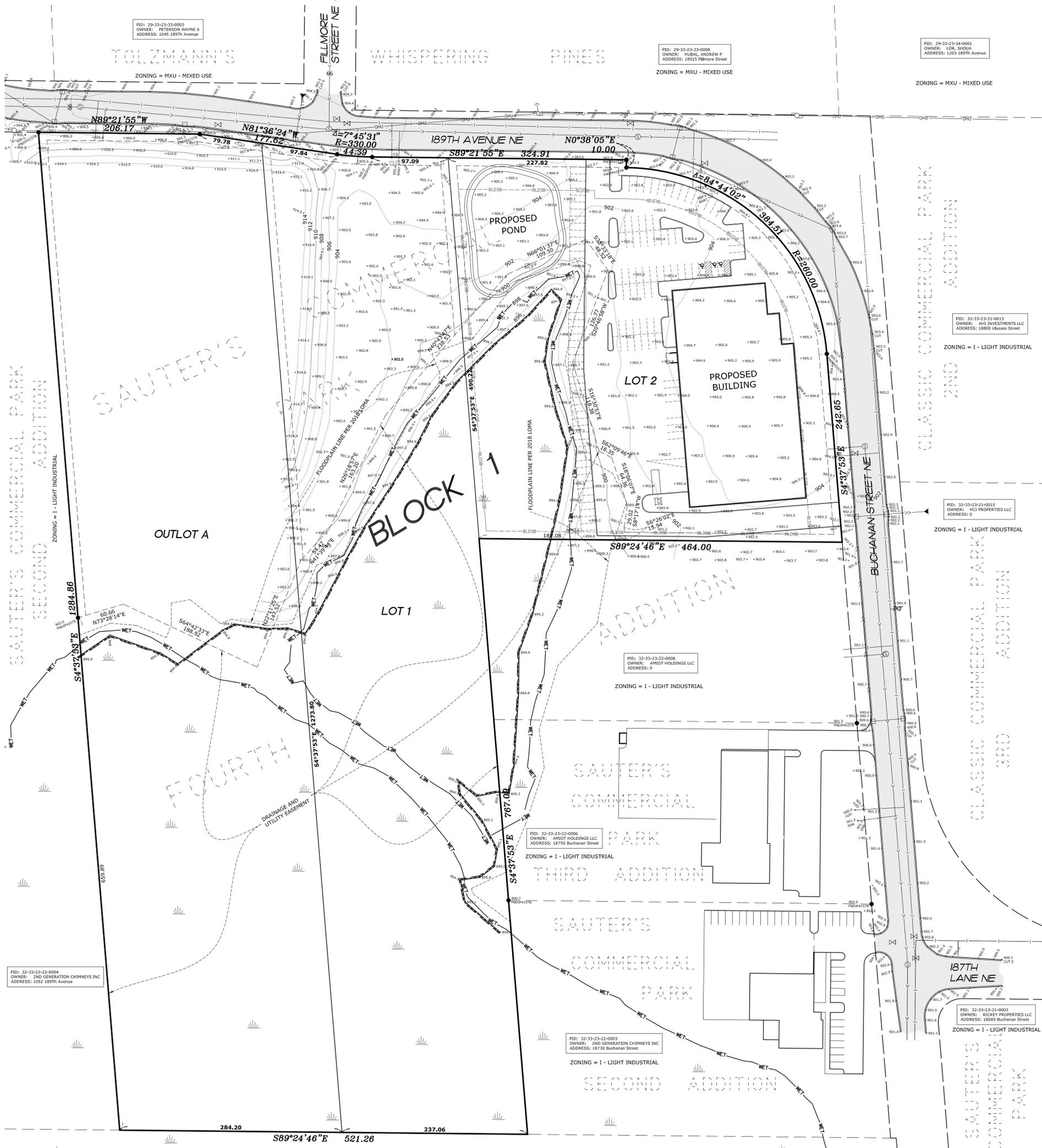
Property is currently zoned I (Light Industrial) with sewer and water.

Lot Standards for Light Industrial:  
 Minimum area = 1 acre  
 Minimum lot width = 150 feet  
 Minimum buildable area = 23,000 sq. ft.

Light Industrial building setbacks:  
 Front  
 Local/collector street = 40 feet  
 Arterial street = 50 feet  
 State/County Hwy = 100 feet  
 Side = 10 feet  
 Rear = 25 feet (60 feet abutting residential district)

## LOT AREA TABLE

TOTAL AREA:		AREA EXCLUDING DRAINAGE AND UTILITY EASEMENT DEDICATED OVER WETLAND
LOT 1: 277,457 SF (6.37 ACRES)		87,456 SF (2.01 ACRES)
LOT 2: 212,396 SF (4.88 ACRES)		163,797 SF (3.76 ACRES)
OUTLOT A: 363,184 SF (8.34 ACRES)		179,408 SF (4.12 ACRES)



PFN: 29-33-23-33-0003  
 OWNER: PETERSON WAYNE A  
 ADDRESS: 1045 189TH AVENUE

PFN: 29-33-23-33-0008  
 OWNER: HUBAL, ANDREW P  
 ADDRESS: 18915 Fillmore Street

PFN: 29-33-23-34-0001  
 OWNER: LOE, SHOUA  
 ADDRESS: 1203 187TH AVENUE

PFN: 32-33-23-21-0013  
 OWNER: AHI INVESTMENTS LLC  
 ADDRESS: 1800 WYMAN STREET

PFN: 32-33-23-21-0015  
 OWNER: HCI PROPERTIES LLC  
 ADDRESS: 0

PFN: 32-33-23-22-0006  
 OWNER: AMIOT HOLDINGS LLC  
 ADDRESS: 18750 Buchanan Street

PFN: 32-33-23-22-0004  
 OWNER: 2ND GENERATION CHIMNEY'S INC  
 ADDRESS: 1052 189TH AVENUE

PFN: 32-33-23-22-0003  
 OWNER: 2ND GENERATION CHIMNEY'S INC  
 ADDRESS: 18730 Buchanan Street

PFN: 32-33-23-21-0003  
 OWNER: KICKEY PROPERTIES LLC  
 ADDRESS: 18600 Buchanan Street

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

## EXISTING PROPERTY DESCRIPTION:

Outlot A, SAUTER'S COMMERCIAL PARK  
 FOURTH ADDITION, Anoka County, Minnesota.

## BENCHMARK

BENCHMARK: MNDOT BENCHMARK DENN MNDT  
 ELEVATION: 899.194 (NAVD88)

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

JASON E. RUD  
 Date: 9/29/2023 License No. 41578

NO.	DATE	DESCRIPTION	BY
1			
2			
3			

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



**Date:** November 13<sup>th</sup>, 2023

**Agenda Item Number:** 7.0 A.5

**Agenda Item:** Final Plat – Classic Commercial Park 5<sup>th</sup> Addition – 189<sup>th</sup> Ave NE / Buchanan St NE – CD Properties North, LLC.

**Background Information:** In November 2019, T & G Land, Inc. filed a plat for Sauter Commercial Park Fourth Addition which included a 20 acre Outlot for future development. In January 2020, CD Properties North, LLC. purchased the property. CD Properties North, LLC has submitted a Final Plat, known Classic Commercial Park Fifth Addition, application to divide the existing Outlot into 3 parcels. The plat consists of two (2) Commercial Lots and an additional Outlot.

Staff have reviewed the submission along with the Sauter Commercial Park Fourth Addition Plat details and offer the following comments.

**Commercial Site Plan Review**

A Commercial Site Plan must be reviewed and approved prior to the issuance of any building permits. Required submittal plans include, but are not limited to, the following: grading and drainage, architectural, landscaping, lighting, storm water, and utility plans.

**Utilities**

The lot will be served by municipal sewer and water. All fees associated with municipal services are required to be paid prior to the issuance of any building permits.

**Park Dedication**

Cash-in-lieu of land will be collected prior to the issuance of any building permits. Required park fees will reflect the most current fee schedule at the time the building permit is issued.

**Planning Commission** On October 24<sup>th</sup>, 2023 the Planning Commission held a Public Hearing and recommend approval of the Final Plat for Classic Commercial Park 5<sup>th</sup> Addition.

**Recommendation:** City Council should review the Final Plat plat request, consider the Planning Commission’s formal recommendation and approve the Final Plat as presented in Resolution 2023-75.

**Attachments:**

1. Resolution 2023-75
2. Final Plat

**City Council Action:**

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

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

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

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

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

**RESOLUTION NO. 2023-75**

**A RESOLUTION APPROVING THE FINAL PLAT OF  
“CLASSIC COMMERCIAL PARK FIFTH ADDITION”  
LEGALLY DESCRIBED AS:**

**SAUTER’S COMMERCIAL PARK FOURTH ADDITION, OUTLOT A**

**WHEREAS**, CD Properties North, LLC. requested approval of a Final Plat for Classic Commercial Park Fifth Addition; and

**WHEREAS**, the final plat is in compliance with the previously approved Classic Commercial Park Fifth Addition preliminary plat; and,

**WHEREAS**, the Planning Commission reviewed the final plat for compliancy and recommends approval.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST BETHEL, MINNESOTA** hereby agrees with the recommendation of the Planning Commission and approves the Final Plat of Classic Commercial Park Fifth Addition with the following conditions:

1. The approved Final Plat is shown as Exhibit A.
2. Park dedication fees will be collected prior to the issuance of any building permits, at the rate approved on the most current fee schedule, at the time of submittal.
3. All fees associated with municipal services are required to be paid prior to the issuance of any building permits.
4. East Bethel City Engineer comments shall be satisfied prior to the issuance of any building permits. The City Engineer will determine when all comments have been addressed.
5. A Commercial Site Plan must be reviewed and approved prior to the issuance of any building permits.
6. Final plat must be filed with Anoka County prior to the issuance of any building permits.

Adopted this 13<sup>th</sup> day of November, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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

ATTEST:

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

# CLASSIC COMMERCIAL PARK FIFTH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That CD Properties North, LLC, a Minnesota limited liability company, owner of the following described property:

OUTLOT A, SAUTER'S COMMERCIAL PARK FOURTH ADDITION, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as CLASSIC COMMERCIAL PARK FIFTH ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as shown on this plat.

In witness whereof said CD Properties North, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this day of \_\_\_\_\_, 20\_\_.

CD PROPERTIES NORTH, LLC

Curtis A. Strandlund, Chief Manager

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by Curtis A. Strandlund as Chief Manager of CD Properties North, LLC, a Minnesota limited liability company.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

I Jason E. Rud do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Jason E. Rud, Licensed Land Surveyor  
Minnesota License No. 41578

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by Jason E. Rud.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

CITY COUNCIL, CITY OF EAST BETHEL, MINNESOTA

This plat of CLASSIC COMMERCIAL PARK FIFTH ADDITION was approved and accepted by the City Council of the City of East Bethel, Minnesota at a regular meeting thereof held this \_\_\_ day of \_\_\_\_\_, 20\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of East Bethel, Minnesota

By \_\_\_\_\_ Mayor By \_\_\_\_\_ Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd 11, this plat has been reviewed and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_.

David M. Ziegmeier  
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Property Tax Administrator

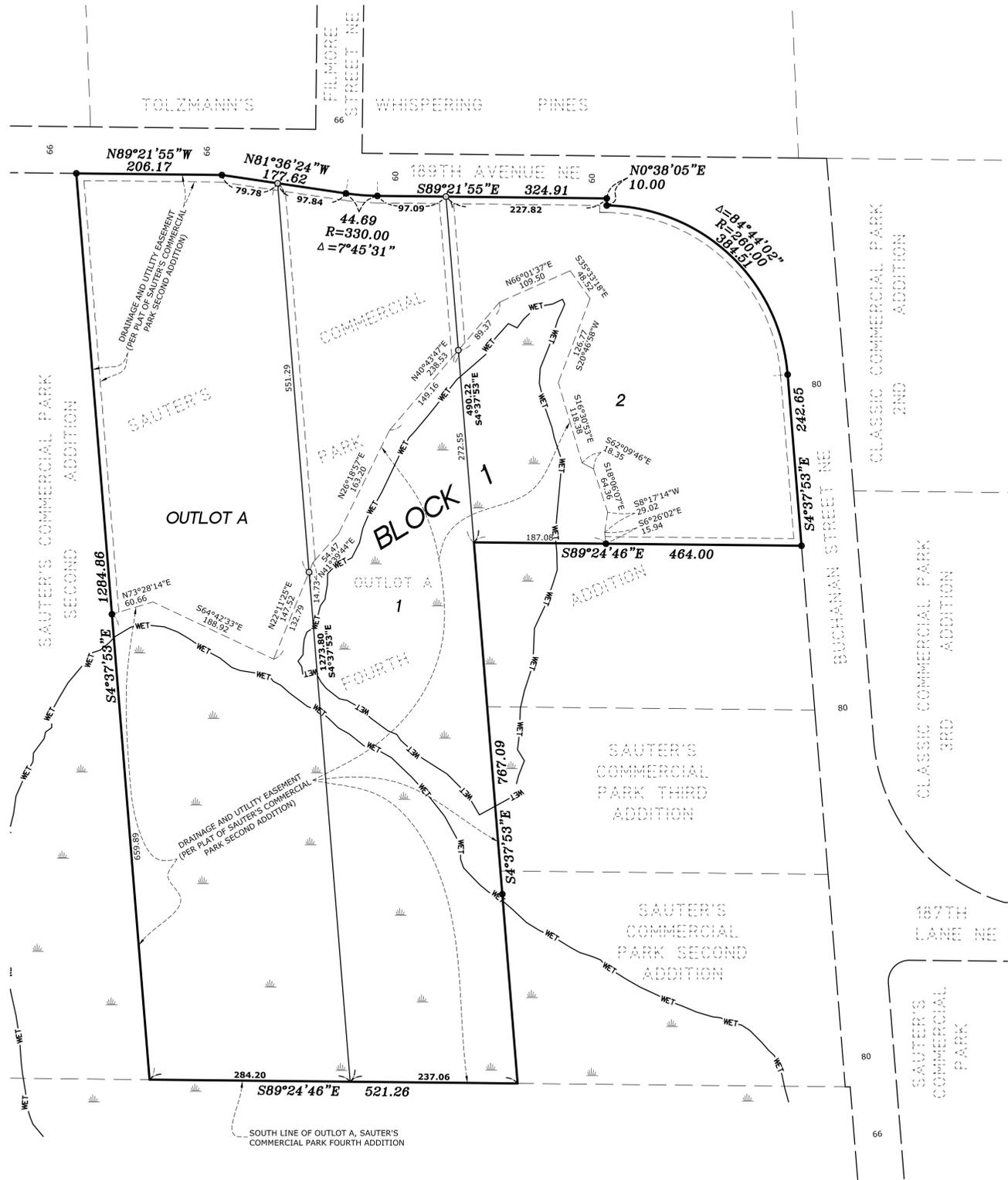
By \_\_\_\_\_, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES  
COUNTY OF ANOKA, STATE OF MINNESOTA

I hereby certify that this plat of CLASSIC COMMERCIAL PARK FIFTH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this \_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_ o'clock \_\_M. and was duly recorded as Document Number \_\_\_\_\_.

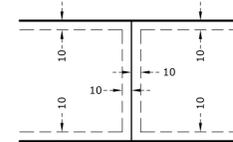
County Recorder/Registrar of Titles

By \_\_\_\_\_, Deputy

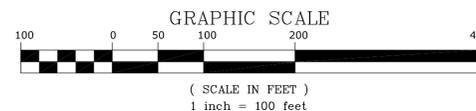


### EASEMENT DETAIL:

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

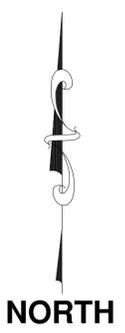


BEING 10 FEET IN WIDTH, ADJOINING ALL LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.



FOR THE PURPOSES OF THIS PLAT THE SOUTH LINE OF OUTLOT A, SAUTER'S COMMERCIAL PARK FOURTH ADDITION IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 24 MINUTES 46 SECONDS EAST.

- DENOTES SET 1/2 INCH BY 14 INCH IRON PIPE MARKED BY RLS NO. 41578.
- DENOTES FOUND 1/2 INCH BY 14 INCH IRON PIPE MARKED BY RLS NO. 41578.
- WET DENOTES WETLAND DELINEATED BY JACOBSON ENVIRONMENTAL IN 2015.



PRELIMINARY COPY

LAST SAVED BY: BBYER on Tuesday, October 17, 2023 at 3:28:19 PM  
LOCATION: C:\USERS\BBYER\EGRUD\DESKTOP\REMOTE JOBS\230981  
FILENAME: 230981-FINAL PLAT.DWG  
FILESIZE: 4.67MB



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



**Date:** November 13, 2023

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

**Agenda Item:** SRWMO Joint Powers Agreement (JPA)

**Background Information:**

The City of Ham Lake approved the Sunrise River Water Management Organization amended JPA Agreement at their October 2, 2023 Meeting. This concludes a year of discussions with Ham Lake regarding their consideration to leave the WMO and finalizes their decision to remain as a member.

The current JPA was approved in 1985 and has only been amended once. That revision was in 2011 and changed the timing of invoicing to the members from annual to a semi-annual billing cycle.

The Sunrise River Water Management Organization was established pursuant to a JPA which was entered into among the member communities in accordance with Minnesota Statutes, sections 103B.201 thru 103B.255.

The SRWMO board recognized a need to update the JPA and worked with the WMO's attorney to develop the attached and updated JPA.

The member communities agreed to replace the formula previously used to divide non-operational costs with set percentages that reflect the last division generated by the formula. The parties agreed dividing the costs using fixed percentages rather than a formula was the best means of allocating non-operational costs and agreed to an equal percentage division (25% each) of operational costs.

The amendments proposed to the JPA are mainly referencing conditions and requirements to state statutes which govern the operation of the WMO. These type of changes ensure the JPA is not static and stays current with any legislative changes. The main procedural amendment was to determine the number of member votes required to approve the annual SRWMO budget.

The City of Columbus approved both the amended JPA and the 2024 Budget at their October 25, 2023 meeting. On September 26, 2023, Linwood Township Supervisors voted to accept the JPA concepts and will be voting on the approval of the JPA and 2024 Budget at their upcoming meeting.

**Attachments:**

- Attachment 1 – Resolution 2023-80, Approving an Updated Joint Powers Agreement for the Sunrise River Watershed Management Organization
- Attachment 2 – SRWMO Memo
- Attachment 3 – SRWMO Amended Joint Powers Agreement
- Attachment 4 - SRWMO Amended Joint Powers Agreement with final redline edits

**Fiscal Impact:** To be determined

**Recommendation(s):**

Staff is requesting that City Council consider approval of Resolution 2023 - 80, A Resolution Approving an Updated Joint Powers Agreement for the Sunrise River Watershed Management Organization.

**City Council Action:**

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

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

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

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

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

**RESOLUTION NO. 2023-80**

**RESOLUTION APPROVING AN UPDATED JOINT POWERS AGREEMENT  
FOR THE SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION**

**WHEREAS**, the City of East Bethel is a member of the Sunrise River Watershed Management Organization (“SRWMO”); and

**WHEREAS**, the SRWMO was established pursuant to a joint powers agreement entered into among the member communities in accordance with Minnesota Statutes, sections 103B.201 thru 103B.255; and

**WHEREAS**, the SRWMO board recognized a need to update the joint powers agreement that was entered into in 2011 and worked with its attorney to develop the attached updated joint powers agreement, which includes a new approach for dividing the SRWMO’s costs among the member communities; and

**WHEREAS**, specifically, the member communities agreed to replace the formula previously used to divide non-operational costs with set percentages that reflect the last division generated by the formula. The parties agreed dividing the costs using fixed percentages rather than a formula was the best means of dividing non-operational costs. Additionally, the parties agreed to an equal percentage division (25% each) of operational costs; and

**WHEREAS**, the Updated JPA contains various other updates to help ensure it complies with the requirements under Minnesota Rules and to better reflect how the SRWMO’s actually operates; and

**WHEREAS**, the City Council determines it is in the best interest of the City to adopt the Updated JPA to replace the prior joint powers agreement and to provide for the continued operation of the SRWMO.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council as follows:

1. The attached amended JPA is hereby approved.
2. The Mayor and the City Administrator are hereby authorized and directed to execute the Updated JPA on the City’s behalf.

Adopted this 13<sup>th</sup> day of November, 2023 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

---

Kevin Lewis, Mayor

ATTEST:

---

Jack Davis, City Administrator



# Sunrise River Watershed Management Organization

## Memo

To: Columbus City Administrator Elizabeth Mursko  
East Bethel City Administrator Jack Davis  
Linwood Town Clerk Pam Olson  
Ham lake City Administrator Denise Webster

From: SRWMO Administrator Jamie Schurbon

CC: SRWMO Board Members: Brian Mundle, Tim Melchior, Leon Mager, Troy Wolens, Jeff Entsminger, Jonn Olson, Kevin Kelly, Janet Hegland  
JPA Attorney Troy Gilchrist

Date: 10/18/2023

Re: Final SRWMO JPA

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Enclosed with this memo you will find two items for action:

1. **Final Sunrise River WMO joint powers agreement.** The JPA is no longer open to additional suggestions for edits. Your community's approval by resolution is needed. A template resolution is provided. Also, please sign your signature page of the JPA.
2. **2024 SRWMO budget.** Ratification by motion of your town board or city council is needed. This budget is the amount that was previously presented, but now uses the method of the new JPA to divide costs amongst communities.

Please email [jamie.schurbon@anokaswcd.org](mailto:jamie.schurbon@anokaswcd.org) to let us know when your community has done these.

I've heard words of thanks expressed to numerous people who spent countless hours to update the JPA. I've also heard words of frustration regarding the dollars and time spent to get to this point, which isn't all that different from where we started. The Chair has asked that I memorialize in this memo some of the lessons learned through this process. And that this memo be kept with the JPA in the SRWMO records so that our successors understand how we arrived at this point.

Memo to SRWMO Member Community Administrators  
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Lessons learned through this 2021-2023 update of the watershed organization's joint powers agreement:

- **A watershed organization is required by law.** Each city or township with the seven county metro must be in a watershed management organization or watershed district. Boundaries must be set based on the flow of water.
- **A WMO costs much less than a WD.** The Sunrise River WMO operates with no office, no staff, no property, and no regulatory program. A watershed district would likely have all these and therefore be a more expensive option for our area.
- **A WMO maximizes local control.** A WMO board is appointed by the member communities and must get approvals from the communities for certain things like setting an annual budget. In a watershed district, board members are appointed by the county, typically can set their own levy, and often have a regulatory program.
- **The county doesn't want to take anyone's watershed role.** Under statute the county could take a community's place on the watershed organization, but they don't want it, they don't have the staff for it, and they would find a way to bounce that increased cost back to the communities.
- **The watershed funding isn't spent equally everywhere.** There will be some areas or waters that get disproportionately more attention and funding because those waters are more impaired or qualify for grants that contribute to the overall cost of the project.
- **Operate at the watershed level.** Advocate for your community's priorities, but know that watershed-level priorities may differ. Expect that some of your benefits will be indirect, such as quality lakes nearby for recreation or clean groundwater to drink. Water flows across communities, and cannot effectively be managed via municipal boundaries.
- **The watershed plan is important.** It sets 10 years of priorities and expenditures. Engage in the planning.
- **Calculating a funding formula is futile.** Formulas for how much each community pays can be based on population, land area, water area, market valuation, and innumerable other ways. We tried many, and found none that everyone thought was fair and yielded just the right community contributions. No matter what methodology we used to split the WMO costs amongst communities, the percent difference was small. Percent contributions of the various formula options differed by <5% at most, but agreement was not found to adopt one of the proposed methodologies. Either the principle behind the methodology was not unanimously agreed to, or the contribution distribution it resulted in projecting was not acceptable. So, we abandoned the formula and agreed on straight percentages.
- **Communication is key.** A city council member or town board member is a valued liaison to have on the WMO board and is imperative to effective communication between the SRWMO and the JPA community leaders.
- **Drive the bus.** If a community has a problem with the operation of the WMO, they need to articulate it to the other communities and be the leader who guides any agreed-upon change. It doesn't work to have others try to find the solution you want.

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Our recent JPA update took over 2 years and \$20,000. It included a facilitator, attorneys, state agencies including the Attorney General's office, and many more.

To our successors in the future: Please learn from our experience. Engage with each other positively. Seek to build a lean but effective WMO. Base your positions on a watershed-level perspective, not just your own city or township's. Don't spend a dollar to save a penny.

Our primary issues and solutions were:

<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.

SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION  
JOINT POWERS AGREEMENT

THIS SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and among the local government units of the City of Columbus, City of East Bethel, City of Ham Lake, and Linwood Township. The purpose of this Joint Powers Agreement is to continue the Water Management Organization previously established by the local government units to assist them with surface water, ground water, water quality, and water usage issues. The named local government units may hereinafter be referred to individually as a “party” or collectively as the “parties.”

**RECITALS**

- A. The parties have elected to exercise their authority under the Metropolitan Surface Water Management Act contained in Minnesota Statutes, sections 103B.201 to 103B.255 (“**Act**”) to establish the Sunrise River Water Management Organization (“**WMO**”), a joint powers watershed management organization, to cooperatively manage and plan for the management of surface water within the watershed.
- B. The parties have authority pursuant to Minnesota Statutes, section 471.59 to enter into a joint powers agreement to jointly exercise any power common to the parties and are expressly authorized by the Act to form the WMO.
- C. The parties have previously acted pursuant to its authority to establish the “Sunrise River Watershed Management Organization Board” (“**Board**”) and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the WMO.
- D. The Board has previously acted to adopt a watershed management plan (“**Watershed Management Plan**”) for the watershed.
- E. The parties desire to enter into this Agreement to reaffirm the WMO and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage and implement program in accordance with the Act and Minnesota Rules, chapter 8410.

**AGREEMENT**

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

**SECTION I**  
**Establishment and General Purpose**

1.1 **Establishment:** The establishment of the “Sunrise River Water Management Organization” is hereby reaffirmed in accordance with the Act and such other laws and rules as

may apply. The official office of the WMO shall be the East Bethel City Hall, 2241 221st Avenue NE, East Bethel, MN 55011. All notices required under this Agreement shall be delivered or served at said office. The Board may change the location of the office as it determines it needed. Upon any such change the Board shall provide written notice to the parties of the new location.

1.2 Purpose: It is the general purpose of the parties to this Agreement to continue the Board the parties established to jointly and cooperatively develop a Watershed Management Plan for the WMO to carry out the purposes identified in Minnesota Statutes, section 103B.201. The plan and programs shall operate within the boundaries of the Sunrise River Watershed as identified in the official map attached hereto as Appendix 1 (“**Area**”). The boundaries of the Area are subject to change utilizing the procedure set out in Minnesota Statutes, section 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

## **SECTION II**

### **Sunrise River Watershed Management Organization Board**

2.1 Establishment: The parties hereby reaffirm the establishment and continued operation of the “Sunrise River Watershed Management Organization Board” in accordance with the Act. Each party to this Agreement is a member of the Board, which shall carry out the purposes and have the powers as provided herein.

2.2 Joint Board: The WMO is governed by the Board, which is comprised of up to eight (8) members (individually a “**Board Member**” and collectively the “**Board Members**”) appointed by the parties. The Board has the duties and powers as provided in state law and this Agreement.

2.3 Board Membership: Each party shall appoint two (2) members to represent it on the Board, one of which shall be the mayor or councilmember of the city or an elected or appointed official of the town board. Each party shall notify the Board of each Board Member it appoints by providing it a copy of the appointment resolution or a copy of the meeting minutes at which the appointment occurred. Each Board Member shall have one (1) vote on the Board and must be present to vote. The authority of a Board Member to vote shall be suspended if the appointing party is delinquent in making any payments due to the WMO. The voting authority of the Board Member shall be restored once the party pays all past due amounts.

2.4 Alternate Board Members: Each party may appoint one alternate member (“**Alternate Member**”) to the Board in the same manner required to appoint a Board Member. The Alternate Member is authorized to attend and vote at a Board meeting in the absence or disability of the appointing party’s Board Member. If the absent Board Member is also an officer of the Board, the Alternate Member shall not be entitled to serve as such officer. If necessary, the Board may select a current Board Member to temporarily undertake the duties of the absent officer.

2.5 Term: Board Members serve indefinite terms as determined by the appointing party. A party may remove its Board Member or Alternate Member as provided in Minnesota Statutes, section 103B.227, subdivision 3. The party shall notify the Board of the removal in writing

within ten (10) days of acting to remove the Board Members. The appointing party shall act to fill the vacancy as provided in this Agreement.

2.6 Vacancies: The Board shall notify the Board of Water and Soil Resources of member appointments and vacancies in member positions within 30 days. The party with the vacancy on the Board shall act to fill it by appointment within 90 days after the vacancy occurs. The party is required to follow the procedures set out in Minnesota Statutes, section 103B.227 to fill the vacancy.

2.7 Compensation and Expenses: Board Members shall not be entitled to compensation or reimbursement for expenses incurred in attending meetings from the WMO. Nothing herein prohibits a party from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Board Members.

2.8 Officers: The Board shall elect from its membership a Chair, a Vice-Chair, a Secretary, and a Treasurer. All such officers shall hold office for a term of one (1) year and until their successors have been qualified and duly elected by the Board. An officer may serve only while a member of the Board. A vacancy in an officer position shall be filled from the membership of the Board by election for the remainder of the unexpired term of such office.

2.9 Duties of Officers: The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, sign checks, and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the WMO, Board meeting minutes, ensure meetings are properly noticed, countersign documents with the Chair, and performs such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Treasurer shall oversee the WMO's budget and finances, sign checks, and performs such other duties as assigned by the Board.

2.10 Quorum: A majority of the Board Members shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of the quorum is required for the Board to act unless a higher number of votes is required by this Agreement or by law. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Board Members required for a quorum.

2.11 Meetings:

- A. Regular Meetings. The Board shall develop a schedule of its regular meetings and post the schedule on the WMO's website. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice-Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Board Members of a meeting cancellation.
- B. Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the WMO. A special meeting may be called

by the Chair or by any two Board Members. The Secretary shall post and provide notice of special meetings to the Board Members.

- C. Annual Meeting. The Board shall hold an annual meeting in or around February. At the annual meeting the Board, at a minimum, shall:
1. Elect officers for the next fiscal year;
  2. Establish the annual budget and work plan;
  3. Hear recommendations on amendments to this Agreement and the Watershed Management Plan;
  4. Biennially renew or decide on contracts for professional, legal, and administrative services;
  5. Decide on regular meeting dates; and
  6. Select a newspaper of record and designate the bulletin board for the posting of public notices.
- D. Location. The Board shall conduct its meetings at the location designated by the Board, which shall constitute its regular meeting location. The Board may change the location of its regular meeting or for one or more particular meetings.
- E. Compliance. Board meetings shall be noticed and conducted in accordance with the requirements of the Minnesota Open Meeting Law (Minnesota Statutes, chapter 13D). The official posting place for notices shall be the meeting location designated by the Board for its regular meetings. Meeting notices will also be posted on the WMO's website.
- F. Conduct of Meetings: The Board shall adopt rules of order and procedure for the conduct of its meetings. The Board may adopt any such rules upon a majority vote of all the Board Members. In accordance with Minnesota Statutes, section 103B.211, subdivision 1(c), decisions by the Board may not require more than a majority vote, except a decision on a capital improvement project may require up to a two-thirds vote if expressly required in the Board's rules. This limitation does not apply to votes required by the parties under this Agreement, which may expressly require a unanimous vote by all parties.

### **SECTION III**

#### **Board Powers and Duties**

3.1 Authority: The Board shall have authority provided for in this Agreement and the Act, subject to any limitations contained in this Agreement. The Board's authority includes, but is not limited to, the following:

- A. The authority to prepare, adopt, and implement a plan for the Sunrise River Watershed that satisfies the requirements of Minnesota Statutes, section 103B.231;
- B. The authority to review and approve local water management plans as provided in Minnesota Statutes, section 103B.235, subdivision 3;
- C. The authority to contract for services, including with a party, as needed to carry out its duties and may employ such other persons as it deems necessary. Where staff services of a party are contracted, such services shall not reduce the financial commitment of such party to the operating fund of the Board unless the Board so authorizes;
- D. The authority to work cooperatively with other watersheds and, if unanimously approved by the parties, to participate in a comprehensive watershed management planning program provided for in Minnesota Statutes, section 103B.801; and
- E. The Board shall have such other powers necessary to exercise the authorities provided in this Agreement and may take such actions as are reasonably necessary and convenient to carry out the purpose of this Agreement.

3.2 Watershed Management Plan: The Board shall update as needed and administer the Watershed Management Plan for the Sunrise River Watershed. The Watershed Management Plan shall comply with Minnesota Statutes, section 103B.231, subdivision 4, Minnesota Rules, chapter 8410, and other applicable laws.

3.3 Committees: The Board may appoint such committees and subcommittees as it deems necessary. The Board shall establish a citizen advisory committee and technical advisory committee and promote other means of public participation.

- A. Citizen and/or technical advisory committees will be formed from time-to-time as deemed appropriate by the Board and shall be issue-specific. Committees may be formed that include both citizens and technical experts. Committees shall operate by seeking consensus, while noting any dissenting opinions. Committee findings shall be reduced to writing and submitted to the Board. In all cases, committees shall be advisory in nature and their findings shall be referred to the Board. Issues that may warrant formation of advisory committees include, but are not limited to, the following: amendments or updates to the WMO's Watershed Management Plan; lake level or water quality issues; a total maximum daily load (TMDL) impaired waters study or implementation of the study; capital improvement projects; major hydrological changes in the watershed; and others as deemed appropriate by the Board.
- B. Technical advisory committees shall include technical experts in areas relating to land use, natural resources, pollution control, and soil and water resources.

- C. Citizen advisory committees shall include residents and elected officials from the affected area including, but not limited to, homeowners, business owners, lake association or lake improvement district representatives, and others as may be selected by the Board.
- D. All advisory committees shall include at least one Board member.

3.4 Rules and Regulations: The Board may prescribe and promulgate such rules and regulations as it deems necessary or expedient to carry out its powers and duties and the purpose of the Agreement.

3.5 Review and Recommendations: Where the Board is authorized or requested to review and make recommendations on any matter relating to the Watershed Management Plan, the Board shall act on such matter within 60 days of receipt of the matter referred. Failure of the Board to act within 60 days shall constitute a recommendation of approval of the matter referred, unless the Board requests and receives from the referring unit of government an extension of time to act on the matter referred. Such extension shall be in writing and acknowledged by both parties.

3.6 Ratification: The Board may, and where required by this Agreement shall, refer matters to the governing bodies of the parties for review, comment, or action.

3.7 Financial Matters:

- A. Method of Operation. The Board may collect and receive money and contract for services subject to the provision of the Agreement from the parties and from any other sources approved by the Board. The Board may incur expenses and make disbursements necessary and incidental to the effectuation of the purposes of this Agreement. Funds may be expended by the Board in accordance with procedures established herein. Checks shall be signed by the Chair and Treasurer. The Board may appoint another member to sign checks on behalf of the Chair or Treasurer when either is not available to sign. Other legal instruments shall, upon Board approval, be executed on behalf of the Board by the Chair or Vice-Chair and countersigned by the Secretary.
- B. Budgeting.
  1. Prepared. The WMO's fiscal year shall be the calendar year. On or before June 1<sup>st</sup> of each year, the WMO shall prepare a work plan and budget for the following year. The annual budget shall provide details to support the proposed revenues and expenditures for the WMO. This detail shall be sufficient to meet standard budget and/or accounting principles generally recognized for governmental organizations. Expenditures may include administrative expenses, plan development costs, review expenses, capital

improvement costs, and insurance costs. A majority vote of the Board is required to approve the proposed work plan and budget.

2. Party Review. The Board shall forward the approved proposed budget to the parties for review and ratification along with a statement showing each party's proposed share of the budget. Within 60 days of receipt of the proposed budget, each party shall communicate its ratification of the budget or provide a written explanation of any objections or concerns it has regarding the proposed budget. No party may withhold ratification solely based on objections to the terms of this Agreement or to matters that do not directly relate to a budgeted item to be funded entirely by the parties. Any party that fails to respond within that period shall be deemed to have ratified the proposed budget. The Board shall consider any written objections or concerns received from a party and shall provide a written response that is copied to all of the parties. If the response includes any proposed changes in the proposed budget, the parties shall act on ratifying the revised budget within 30 days.
  
3. Adoption. The proposed budget shall be deemed approved upon ratification by all of the parties. If only one party refuses to ratify the proposed budget, the previous year's budget shall be extended to the current fiscal year together with any increases in the proposed budget, but the total of all such increases shall not exceed 10% of the total community contributions for that year as represented in the currently approved Watershed Management Plan. If the proposed budget contains a total increase of more than 10% of the total community contributions for the year as represented in the currently approved Watershed Management Plan, the Board shall reduce it as needed so the approved budget meets this criterion. The proposed budget, with any required reductions, shall become the adopted budget. If a party refuses to ratify the proposed budget for three consecutive years, that party is required to participate in mediation with the representatives of the other parties as provided in Section 7.1 of this Agreement, unless a majority of the other parties elect not to require mediation. The purpose of the mediation is to identify and resolve the specific reasons causing the party to not ratify the budgets. Engaging in mediation, or the failure to reach agreement in mediation, does not delay or alter the process set out in this paragraph for reaching an approved budget regardless of one party's refusal to ratify it.
  
4. Payment. The Board shall certify the approved budget to each party together with a statement showing the budgeted amounts applicable to each party. Each party shall pay to the WMO the amount owing in two (2) equal installments, the first on or before January 15 and the second on or before July 15 in accordance with the tax year for which the amount due is being paid.

5. Failure to Pay. Any party who is more than 60 days in default in paying its share to the WMO’s general fund shall have the vote of its Board Members suspended pending the payment of its proportionate share. Any Board Member whose vote is under suspension shall reduce the number required for a quorum and to act on matters before the Board.

C. Party Contributions. The budget will include a work plan and operating costs in accordance with the following.

1. Work Plan Budget. Each party’s percentage share of the Board’s work plan (non-operational) budget for which they are responsible shall be as follows:

<b>PARTY</b>	<b>PERCENTAGE</b>
Columbus	19%
East Bethel	30%
Ham Lake	4%
Linwood	47%

2. Operating Costs Budget. Each party’s percentage share of the operating costs for which they are responsible shall be as set out below. Operating costs included in this budget are defined as copies, postage, recording secretary fees, insurance, and administrative fee charged to each party. The administrative fee may include fees for general administrative services, annual reporting to the State and parties, providing required public notices, and required advertisement for secretarial or administrative professional services.

<b>PARTY</b>	<b>PERCENTAGE</b>
Columbus	25%
East Bethel	25%
Ham Lake	25%
Linwood	25%

D. Review Services. When the Board is authorized or requested to undertake a review and submit recommendations to a party as provided in this Agreement, the Board shall conduct such review, without charge, except as provided below. Where the project size and complexity of review are deemed by the Board to be extraordinary and substantial, the Board may charge a fee for such review services, the amount to be based upon direct and indirect costs attributable to that portion of review services determined by the Board to be extraordinary and substantial. Where the Board determines that a fee will be charged for extraordinary and substantial review services, or where the flowage enters the Sunrise River, but the entity is not a member of the Sunrise River Watershed Management Organization Board, the entity to be charged shall receive written notice from the Board of the services to be performed and the fee therefore, prior to undertaking such review services. Unless the entity to be charged objects

within fifteen (15) days of receipt of such written notice to the amount of the fee to be charged, such review services shall be performed and the entity shall be responsible for the cost thereof. If the entity to be charged objects to the proposed fee for such services with fifteen (15) days and the entity and the Board are unable to agree on a reasonable alternative amount for review services, such extraordinary and substantial review services shall not be undertaken by the Board. Payment for such services shall be in advance of any work performed.

3.8 Annual Audit: The Board shall prepare a comprehensive financial report on operations and activities at the frequency required by law. An audit, by an independent accounting firm or the State Auditor, shall be provided for that includes a full and complete audit of all books and accounts the Board is charged with maintaining. Such audit shall be conducted in accordance with generally accepted auditing principles and guidelines. A copy of the financial report and auditor's statement shall be provided to all parties to this Agreement and to the Board of Water and Soil Resources. The report to the Board of Water and Soil Resources shall include an annual activity report. All books, reports and records of the WMO shall be available for and open to examination by any party at all reasonable times.

3.9 Gifts and Grants: The Board may, within the scope of this Agreement, accept gifts, may apply for and use grants of money or other property from the United States, the State of Minnesota, a local government unit or other governmental unit or organization or any person or entity for the purpose described herein. The Board may enter into any reasonable agreement required in connection therewith. The Board shall comply with any laws or regulations applicable to grants, donations, and agreements. The Board may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, or agreement relating thereto.

3.10 Contracts. The Board may make such contracts and enter into any such agreements as it deems necessary to make effective any power granted to it by this Agreement. Every contract for the purchase or sale of merchandise, materials, or equipment by the Board shall be let in accordance with the Uniform Municipal Contracting Law, Minnesota Statutes, Section 471.345 and the Joint Exercise of Powers Statute, Minnesota Statutes, Section 471.59. No member or employee of the Board or officer or employee of any of the parties shall be directly or indirectly have an interest in any contract made by the Board.

3.11 Works of Improvement: Works of improvement for protection and management of the natural resources of the Area including, but not limited to, improvements to property, land acquisition, easements, or right-of-way, may be initiated by:

- A. Inclusion in the Watershed Management Plan;
- B. Majority vote of the Board for projects using less than \$10,000 in funds from the Parties;
- C. Recommendation of the Board to a party or parties; or
- D. Petition to the Board by the governing body of a party or parties.

Where works of improvement are recommended by the Board, the Board shall first determine whether such improvement will result in a local or regional benefit to the area. Where the Board determines that the benefits from the improvement will be local or not realized beyond the boundaries of the party in which the improvement is to be established, the Board may recommend such improvement to the governing body of the unit of government which the Board determines will be benefited. The recommendation shall include the total estimated cost of the improvement and a detailed description of the benefits to be realized.

Where the Board determines that the benefits from the improvement will be beyond the local unit or beyond the boundaries of the party in which the improvement is to be established, the Board may recommend such improvement to each party to this Agreement which the Board determines will be benefited thereby. The recommendation of the Board shall include the total estimated cost of the improvement, a description of the extent of the benefits to be realized by each party to this Agreement and the portion of the cost to be borne by each party benefited in accordance with the benefit of party to this Agreement.

Each party to whom the Board submits such recommendation shall respond within 60 days from receipt of such recommendation. Where the Board determines that the benefits of such improvement will be local, the unit of government to whom such recommendation is made may decline to ratify and undertake said improvement. Where the Board determines that the benefits of such improvement will be regional, all Parties to this Agreement must ratify the project proposal before any project is moved forward by the Board. Should the project not be ratified by all Parties to this Agreement, the Board shall continue to review and recommend alternative methods of cooperation and implementation among those parties ratifying the recommendation of the Board, unless and until the Board determines that said improvement is no longer feasible.

When works of improvement are initiated by a Party to this Agreement, a copy of the proposed project shall be submitted to the Board for review and comment. The Board shall review and make recommendations on the proposed improvement and its compliance with the Board's management plan.

When a proposed improvement may be eligible for grant funds, the Board may apply. Any local matching funds committed must be in an approved Board budget, in the Watershed Management Plan, or secured by a written commitment from other sources.

Projects on real property require a written maintenance agreement.

3.12 Property Entry: The Board or its agents may enter upon lands within or without the Sunrise River Watershed to make surveys and investigations to accomplish the purpose of the Board. The Board shall be liable for actual damages resulting there from. But every person who claims damages shall serve the Chair or Secretary of the Board with a notice of claim as required by Minnesota Statutes, section 466.05. The Board shall obtain court orders authorizing and directing such entries when necessary due to refusals of landowners to allow the same.

3.13 Indemnification: Any and all claims that arise or may arise against the WMO, its agents or employees as a consequence of any act or omission on the part of the WMO or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the parties. The WMO shall indemnify, hold harmless and defend the parties, their officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the parties, their officers, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the WMO, its agents or employees in the execution, performance, or failure to adequately perform the WMO's obligations under this Agreement. The WMO's duty to indemnify does not constitute, and shall not be construed as, a waiver by either the WMO or any or all parties of any exemptions, immunities, or limitations on liability provided by law or of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a. To the fullest extent permitted by law, this Agreement and the activities carried out hereunder thereof are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they, together with the WMO, shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. For purposes of the statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other parties.

3.14 Insurance: The Board shall at all times during the term of this Agreement keep in force such insurance policies as it determines are needed, including general liability coverage in the amount of the applicable limit of liability established in Minnesota Statutes, section 466.04. Any policy obtained and maintained under this section shall provide that it shall not be cancelled, materially changed or not renewed without a minimum of thirty (30) days prior notice thereof to each of the parties. The Board will furnish the parties with certificates of insurance listing each party to the Agreement as an additional insured.

#### **SECTION IV** **Termination and Withdrawal**

4.1 Termination: This Agreement may be terminated by approval of two-thirds vote of the governing bodies of each party hereto, provided that all such approvals occur within a ninety (90) day period.

4.2 Party Withdrawal: Withdrawal of any party may be accomplished by filing written notice with the Board and the other parties sixty (60) days prior to the effective date of termination. No party may withdraw from this Agreement until the withdrawing party has met its full financial obligations through the effective date of such withdrawal.

#### **SECTION V** **Dissolution of WMO**

5.1 Dissolution:

A. Occurrences. The WMO shall be dissolved under any of the following occurrences:

1. Upon termination of this Agreement;
  2. Upon unanimous agreement of all parties; or
  3. Upon the membership of the WMO being reduced to fewer than three (3) parties.
- B. Process. At least 90 days notice of the intent to dissolve shall be given to affected counties and the Board of Water and Soil Resources. Upon dissolution, all personal property of the Board shall be sold, and the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to the parties after all outstanding obligations of the WMO have been paid. Such distribution of Board assets shall be made in proportion to the total contributions to the WMO for such costs made by each party. All amounts due and owing to the WMO by any party shall continue to be the lawful obligation of the party and shall be paid before being eligible to receive any distribution of assets.

## **SECTION VII**

### **General Provisions**

7.1 Mediation: The parties agree that any controversy that cannot be resolved between parties shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all parties. If the parties are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.

7.2 Data Practices: The WMO shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). Any entity with which the WMO contracts is required to comply with the Act as provided in Minnesota Statutes, section 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the WMO to respond to it.

7.3 Amendments: The Board may recommend changes and amendments to this Agreement to the governing bodies of the parties. Amendments shall be adopted by all governing bodies of the parties. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

7.4 Waiver: The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

7.5 Headings and Captions: The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.

7.6 Entire Agreement: This Agreement, including the recitals, contains the entire understanding among the parties concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the parties regarding the WMO and such prior agreement is hereby terminated. Any outstanding obligations of the parties under the prior agreement are not affected by the termination and shall be continued under this Agreement.

7.7 Examination of Books: Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Board are subject to examination by the State.

7.8 Governing Law: The respective rights, obligations, and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.

7.9 Counterparts: This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the parties hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all parties.

IN WITNESS OF, the parties hereto have executed this Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF COLUMBUS

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

CITY OF EAST BETHEL

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

CITY OF HAM LAKE

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

LINWOOD TOWNSHIP

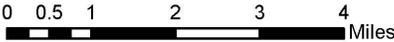
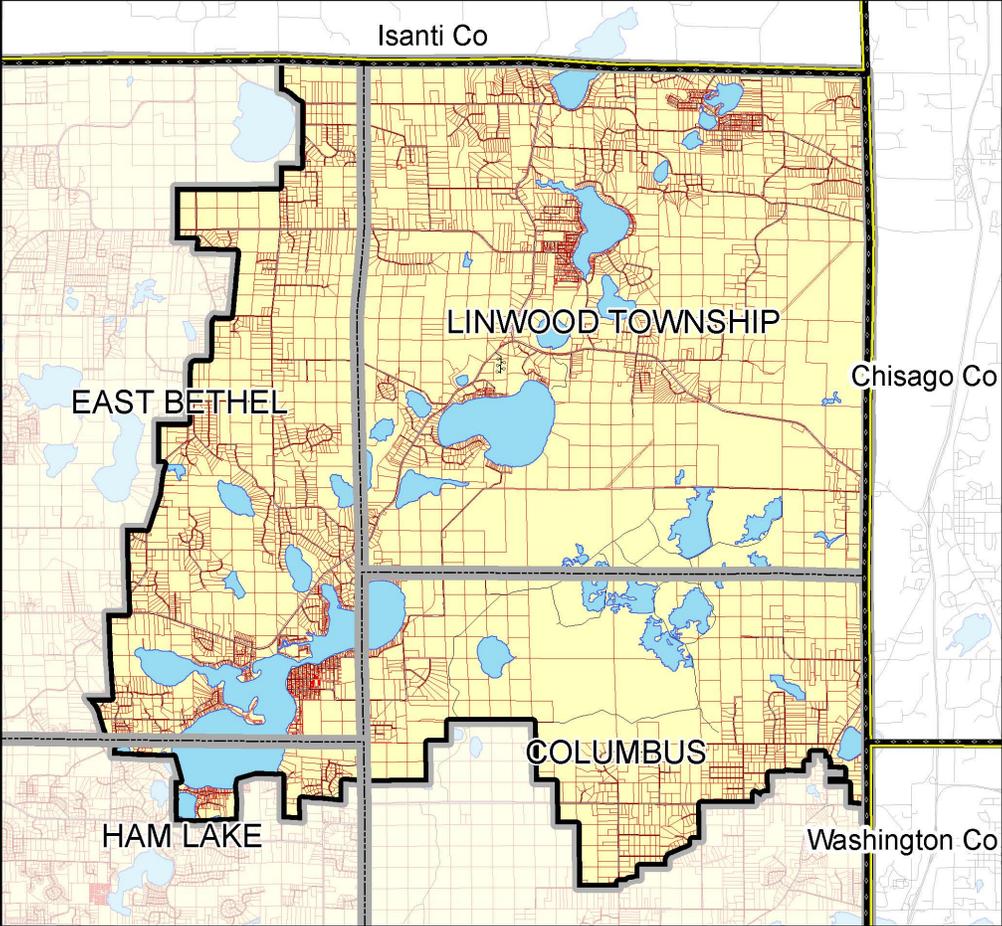
By: \_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Township Clerk

Appendix 1  
SRWMO AREA BOUNDARIES

Sunrise River Watershed Management Organization  
Boundary October 2022



**Legend**

-  City Boundaries
-  SRWMO Boundary (Oct 2022)
-  Parcels

Data sources:  
 Anoka County GIS: SRWMO boundary,  
 parcels. public parcels.  
 MN Geospatial commons: MNDOT  
 roads, public waters, lakes and streams.  
 All data downloaded 10/5/2022



**2024 Draft Budget Detail**

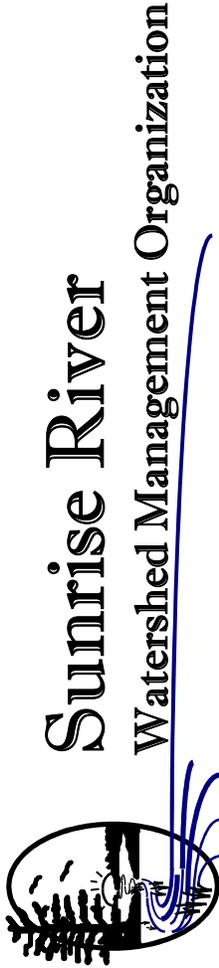
10/6/2023

**Notes:**

Budget was developed 2020-2029 SRWMO Watershed Management Plan.

Row Labels	Sum of 2024 Budget
<b>1 Non-operating</b>	
<b>2 Collaboration/Planning</b>	
3 Aerial photos	\$0.00
4 Participate in One Watershed, One Plan (1W1P)	\$0.00
5	
<b>6 Education and Public Outreach</b>	
7 Anoka Co Outreach Coordinator Position	\$4,767.00
8 Lakeshore Restoration Guidance Materials	\$0.00
9 Newsletters	\$2,184.00
10 Promote Well Water Wise	\$55.00
11 Website operations/maintenance	\$870.00
12 Workshops Promotion	\$0.00
13 Website platform update	\$0.00
14	
<b>15 Non-Operating General</b>	
16 Grant Search and Applications	\$1,148.00
17	
<b>18 Water Quality Improvement Projects</b>	
19 Ag Conservation Planning Outreach	\$0.00
20 Alum Feasibility Study or Treatment	\$0.00
21 Carp Management	\$0.00
22 Carp Mgmt Feasibility Study or Maintenance Harvests	\$1,000.00
23 Ditch 20 Wetland Restoration Outreach	\$0.00
24 Linwood Lake Subwatershed Retrofitting Study	\$2,000.00
25 SRWMO Cost Share Grant Fund - open to public	\$1,000.00
26 SRWMO Cost Share Grant Fund - through lake associations	\$0.00
27	
<b>28 Monitoring - Effectiveness</b>	
29 Lake Water Quality Monitoring	\$4,800.00
30 Stream Water Quality Monitoring	\$1,680.00
31	
<b>32 Monitoring - Diagnostic</b>	
33 Lake Water Quality Monitoring	\$0.00
34	
<b>35 Monitoring - Surveillance</b>	
36 Chloride sampling - streams	\$1,197.00
37 Lake Level Monitoring	\$1,650.00
38 Lake Water Quality Monitoring	\$7,200.00
39 Reference Wetland Hydrology Monitoring	\$2,175.00
40 Secchi Transparency Lake Monitoring - volunteer coord.	\$273.00
41	
<b>42 Actions for Finances Mgmt</b>	
43 Reserve Spend-Down	\$0.00
44 Carryover Funds*	\$1,186.00
45	
<b>46 Operating</b>	
<b>47 Operating Expenses</b>	
48 Advertise Bids for Pro Services (req'd in odd yrs)	\$0.00
49 Annual Reports to BWSR, State Auditor	\$1,262.00
50 Annual Written Communication to Member Communities	\$689.00
51 Liability Insurance	\$1,850.00
52 On-call Administrative Assistance	\$8,800.00
53 Recording Secretary services	\$1,400.00
54 SRWMO JPA update inc Plan and boundary updates	\$0.00
55	
<b>56 Actions for Finances Mgmt</b>	
57 Reserve Spend-Down	\$0.00
58	
<b>59 Grand Total</b>	<b>\$47,186.00</b>

\* To cover planned future year expenses, ensuring ≤\$50K budgets annually. See Watershed Plan.



# Sunrise River Watershed Management Organization

## 2024 Draft Budget Summary

10/6/2023

### Notes:

Budget was developed 2020-2029 SRWMO Watershed Management Plan. Community contributions are based on the revised JPA October 2023.

Row Labels	Sum of 2024 Budget					% non-operating costs -->					% operating costs -->				
	Linwood	East Bethel	Columbus	Ham Lake	TOTAL	Linwood	East Bethel	Columbus	Ham Lake	TOTAL	Linwood	East Bethel	Columbus	Ham Lake	TOTAL
<b>Non-operating</b>															
Actions for Finances Mgmt	\$15,596.95	\$9,955.50	\$6,305.15	\$1,327.40	\$33,185.00	47.00%	30.00%	19.00%	4.00%	\$33,185.00					
Collaboration/Planning	\$557.42	\$355.80	\$225.34	\$47.44	\$1,186.00					\$1,186.00					
Education and Public Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00					
Monitoring - Diagnostic	\$3,701.72	\$2,362.80	\$1,496.44	\$315.04	\$7,876.00					\$7,876.00					
Monitoring - Effectiveness	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00					
Monitoring - Surveillance	\$3,045.60	\$1,944.00	\$1,231.20	\$259.20	\$6,480.00					\$6,480.00					
Non-Operating General	\$5,872.65	\$3,748.50	\$2,374.05	\$499.80	\$12,495.00					\$12,495.00					
Water Quality Improvement Projects	\$539.56	\$344.40	\$218.12	\$45.92	\$1,148.00					\$1,148.00					
Operating	\$1,880.00	\$1,200.00	\$760.00	\$160.00	\$4,000.00					\$4,000.00					
Actions for Finances Mgmt	\$3,500.25	\$3,500.25	\$3,500.25	\$3,500.25	\$14,001.00					\$14,001.00					
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00					
<b>Grand Total</b>	\$19,097.20	\$13,455.75	\$9,805.40	\$4,827.65	\$47,186.00					\$47,186.00					

**CITY OF COLUMBUS  
COUNTY OF ANOKA  
STATE OF MINNESOTA**

**RESOLUTION APPROVING AN UPDATED JOINT POWERS AGREEMENT  
FOR THE SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION**

**RESOLUTION 23-XX**

WHEREAS, the City of Columbus is a member of the Sunrise River Watershed Management Organization (“SRWMO”); and

WHEREAS, the SRWMO was established pursuant to a joint powers agreement entered into among the member communities in accordance with Minnesota Statutes, sections 103B.201 thru 103B.255; and

WHEREAS, the SRWMO board recognized a need to update the joint powers agreement that was entered into in 2011 and worked with its attorney to develop the attached updated joint powers agreement, which includes a new approach for dividing the SRWMO’s costs among the member communities; and

WHEREAS, specifically, the member communities agreed to replace the formula previously used to divide non-operational costs with set percentages that reflect the last division generated by the formula. The parties agreed dividing the costs using fixed percentages rather than a formula was the best means of dividing non-operational costs. Additionally, the parties agreed to an equal percentage division (25% each) of operational costs; and

WHEREAS, the Updated JPA contains various other updates to help ensure it complies with the requirements under Minnesota Rules and to better reflect how the SRWMO’s actually operates; and

WHEREAS, the City Council determines it is in the best interest of the City to adopt the Updated JPA to replace the prior joint powers agreement and to provide for the continued operation of the SRWMO.

NOW, THEREFORE, BE IT RESOLVED, by the City Council as follows:

1. The attached Updated JPA is hereby approved.
2. The Mayor and City Administrator are hereby authorized and directed to execute the Updated JPA on the City’s behalf.

Adopted this 25<sup>th</sup> day of October 2023.

\_\_\_\_\_  
Jesse H. Preiner, Mayor

Attest: \_\_\_\_\_  
Elizabeth Mursko, City Administrator

SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION  
JOINT POWERS AGREEMENT

THIS SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and among the local government units of the City of Columbus, City of East Bethel, City of Ham Lake, and Linwood Township. The purpose of this Joint Powers Agreement is to continue the Water Management Organization previously established by the local government units to assist them with surface water, ground water, water quality, and water usage issues. The named local government units may hereinafter be referred to individually as a “party” or collectively as the “parties.”

**RECITALS**

- A. The parties have elected to exercise their authority under the Metropolitan Surface Water Management Act contained in Minnesota Statutes, sections 103B.201 to 103B.255 (“**Act**”) to establish the Sunrise River Water Management Organization (“**WMO**”), a joint powers watershed management organization, to cooperatively manage and plan for the management of surface water within the watershed.
- B. The parties have authority pursuant to Minnesota Statutes, section 471.59 to enter into a joint powers agreement to jointly exercise any power common to the parties and are expressly authorized by the Act to form the WMO.
- C. The parties have previously acted pursuant to its authority to establish the “Sunrise River Watershed Management Organization Board” (“**Board**”) and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the WMO.
- D. The Board has previously acted to adopt a watershed management plan (“**Watershed Management Plan**”) for the watershed.
- E. The parties desire to enter into this Agreement to reaffirm the WMO and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage and implement program in accordance with the Act and Minnesota Rules, chapter 8410.

**AGREEMENT**

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

**SECTION I**  
**Establishment and General Purpose**

1.1 Establishment: The establishment of the “Sunrise River Water Management Organization” is hereby reaffirmed in accordance with the Act and such other laws and rules as

may apply. The official office of the WMO shall be the East Bethel City Hall, 2241 221st Avenue NE, East Bethel, MN 55011. All notices required under this Agreement shall be delivered or served at said office. The Board may change the location of the office as it determines it needed. Upon any such change the Board shall provide written notice to the parties of the new location.

1.2 Purpose: It is the general purpose of the parties to this Agreement to continue the Board the parties established to jointly and cooperatively develop a Watershed Management Plan for the WMO to carry out the purposes identified in Minnesota Statutes, section 103B.201. The plan and programs shall operate within the boundaries of the Sunrise River Watershed as identified in the official map attached hereto as Appendix 1 (“**Area**”). The boundaries of the Area are subject to change utilizing the procedure set out in Minnesota Statutes, section 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

## **SECTION II**

### **Sunrise River Watershed Management Organization Board**

2.1 Establishment: The parties hereby reaffirm the establishment and continued operation of the “Sunrise River Watershed Management Organization Board” in accordance with the Act. Each party to this Agreement is a member of the Board, which shall carry out the purposes and have the powers as provided herein.

2.2 Joint Board: The WMO is governed by the Board, which is comprised of up to eight (8) members (individually a “**Board Member**” and collectively the “**Board Members**”) appointed by the parties. The Board has the duties and powers as provided in state law and this Agreement.

2.3 Board Membership: Each party shall appoint two (2) members to represent it on the Board, one of which shall be the mayor or councilmember of the city or an elected or appointed official of the town board. Each party shall notify the Board of each Board Member it appoints by providing it a copy of the appointment resolution or a copy of the meeting minutes at which the appointment occurred. Each Board Member shall have one (1) vote on the Board and must be present to vote. The authority of a Board Member to vote shall be suspended if the appointing party is delinquent in making any payments due to the WMO. The voting authority of the Board Member shall be restored once the party pays all past due amounts.

2.4 Alternate Board Members: Each party may appoint one alternate member (“**Alternate Member**”) to the Board in the same manner required to appoint a Board Member. The Alternate Member is authorized to attend and vote at a Board meeting in the absence or disability of the appointing party’s Board Member. If the absent Board Member is also an officer of the Board, the Alternate Member shall not be entitled to serve as such officer. If necessary, the Board may select a current Board Member to temporarily undertake the duties of the absent officer.

2.5 Term: Board Members serve indefinite terms as determined by the appointing party. A party may remove its Board Member or Alternate Member as provided in Minnesota Statutes, section 103B.227, subdivision 3. The party shall notify the Board of the removal in writing

within ten (10) days of acting to remove the Board Members. The appointing party shall act to fill the vacancy as provided in this Agreement.

2.6 Vacancies: The Board shall notify the Board of Water and Soil Resources of member appointments and vacancies in member positions within 30 days. The party with the vacancy on the Board shall act to fill it by appointment within 90 days after the vacancy occurs. The party is required to follow the procedures set out in Minnesota Statutes, section 103B.227 to fill the vacancy.

2.7 Compensation and Expenses: Board Members shall not be entitled to compensation or reimbursement for expenses incurred in attending meetings from the WMO. Nothing herein prohibits a party from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Board Members.

2.8 Officers: The Board shall elect from its membership a Chair, a Vice-Chair, a Secretary, and a Treasurer. All such officers shall hold office for a term of one (1) year and until their successors have been qualified and duly elected by the Board. An officer may serve only while a member of the Board. A vacancy in an officer position shall be filled from the membership of the Board by election for the remainder of the unexpired term of such office.

2.9 Duties of Officers: The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, sign checks, and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the WMO, Board meeting minutes, ensure meetings are properly noticed, countersign documents with the Chair, and performs such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Treasurer shall oversee the WMO's budget and finances, sign checks, and performs such other duties as assigned by the Board.

2.10 Quorum: A majority of the Board Members shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of the quorum is required for the Board to act unless a higher number of votes is required by this Agreement or by law. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Board Members required for a quorum.

2.11 Meetings:

- A. Regular Meetings. The Board shall develop a schedule of its regular meetings and post the schedule on the WMO's website. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice-Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Board Members of a meeting cancellation.
- B. Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the WMO. A special meeting may be called

by the Chair or by any two Board Members. The Secretary shall post and provide notice of special meetings to the Board Members.

- C. Annual Meeting. The Board shall hold an annual meeting in or around February. At the annual meeting the Board, at a minimum, shall:
1. Elect officers for the next fiscal year;
  2. Establish the annual budget and work plan;
  3. Hear recommendations on amendments to this Agreement and the Watershed Management Plan;
  4. Biennially renew or decide on contracts for professional, legal, and administrative services;
  5. Decide on regular meeting dates; and
  6. Select a newspaper of record and designate the bulletin board for the posting of public notices.
- D. Location. The Board shall conduct its meetings at the location designated by the Board, which shall constitute its regular meeting location. The Board may change the location of its regular meeting or for one or more particular meetings.
- E. Compliance. Board meetings shall be noticed and conducted in accordance with the requirements of the Minnesota Open Meeting Law (Minnesota Statutes, chapter 13D). The official posting place for notices shall be the meeting location designated by the Board for its regular meetings. Meeting notices will also be posted on the WMO's website.
- F. Conduct of Meetings: The Board shall adopt rules of order and procedure for the conduct of its meetings. The Board may adopt any such rules upon a majority vote of all the Board Members. In accordance with Minnesota Statutes, section 103B.211, subdivision 1(c), decisions by the Board may not require more than a majority vote, except a decision on a capital improvement project may require up to a two-thirds vote if expressly required in the Board's rules. This limitation does not apply to votes required by the parties under this Agreement, which may expressly require a unanimous vote by all parties.

### **SECTION III**

#### **Board Powers and Duties**

3.1 Authority: The Board shall have authority provided for in this Agreement and the Act, subject to any limitations contained in this Agreement. The Board's authority includes, but is not limited to, the following:

- A. The authority to prepare, adopt, and implement a plan for the Sunrise River Watershed that satisfies the requirements of Minnesota Statutes, section 103B.231;
- B. The authority to review and approve local water management plans as provided in Minnesota Statutes, section 103B.235, subdivision 3;
- C. The authority to contract for services, including with a party, as needed to carry out its duties and may employ such other persons as it deems necessary. Where staff services of a party are contracted, such services shall not reduce the financial commitment of such party to the operating fund of the Board unless the Board so authorizes;
- D. The authority to work cooperatively with other watersheds and, if unanimously approved by the parties, to participate in a comprehensive watershed management planning program provided for in Minnesota Statutes, section 103B.801; and
- E. The Board shall have such other powers necessary to exercise the authorities provided in this Agreement and may take such actions as are reasonably necessary and convenient to carry out the purpose of this Agreement.

3.2 Watershed Management Plan: The Board shall update as needed and administer the Watershed Management Plan for the Sunrise River Watershed. The Watershed Management Plan shall comply with Minnesota Statutes, section 103B.231, subdivision 4, Minnesota Rules, chapter 8410, and other applicable laws.

3.3 Committees: The Board may appoint such committees and subcommittees as it deems necessary. The Board shall establish a citizen advisory committee and technical advisory committee and promote other means of public participation.

- A. Citizen and/or technical advisory committees will be formed from time-to-time as deemed appropriate by the Board and shall be issue-specific. Committees may be formed that include both citizens and technical experts. Committees shall operate by seeking consensus, while noting any dissenting opinions. Committee findings shall be reduced to writing and submitted to the Board. In all cases, committees shall be advisory in nature and their findings shall be referred to the Board. Issues that may warrant formation of advisory committees include, but are not limited to, the following: amendments or updates to the WMO's Watershed Management Plan; lake level or water quality issues; a total maximum daily load (TMDL) impaired waters study or implementation of the study; capital improvement projects; major hydrological changes in the watershed; and others as deemed appropriate by the Board.
- B. Technical advisory committees shall include technical experts in areas relating to land use, natural resources, pollution control, and soil and water resources.

- C. Citizen advisory committees shall include residents and elected officials from the affected area including, but not limited to, homeowners, business owners, lake association or lake improvement district representatives, and others as may be selected by the Board.
- D. All advisory committees shall include at least one Board member.

3.4 Rules and Regulations: The Board may prescribe and promulgate such rules and regulations as it deems necessary or expedient to carry out its powers and duties and the purpose of the Agreement.

3.5 Review and Recommendations: Where the Board is authorized or requested to review and make recommendations on any matter relating to the Watershed Management Plan, the Board shall act on such matter within 60 days of receipt of the matter referred. Failure of the Board to act within 60 days shall constitute a recommendation of approval of the matter referred, unless the Board requests and receives from the referring unit of government an extension of time to act on the matter referred. Such extension shall be in writing and acknowledged by both parties.

3.6 Ratification: The Board may, and where required by this Agreement shall, refer matters to the governing bodies of the parties for review, comment, or action.

3.7 Financial Matters:

- A. Method of Operation. The Board may collect and receive money and contract for services subject to the provision of the Agreement from the parties and from any other sources approved by the Board. The Board may incur expenses and make disbursements necessary and incidental to the effectuation of the purposes of this Agreement. Funds may be expended by the Board in accordance with procedures established herein. Checks shall be signed by the Chair and Treasurer. The Board may appoint another member to sign checks on behalf of the Chair or Treasurer when either is not available to sign. Other legal instruments shall, upon Board approval, be executed on behalf of the Board by the Chair or Vice-Chair and countersigned by the Secretary.
- B. Budgeting.
  1. Prepared. The WMO's fiscal year shall be the calendar year. On or before June 1<sup>st</sup> of each year, the WMO shall prepare a work plan and budget for the following year. The annual budget shall provide details to support the proposed revenues and expenditures for the WMO. This detail shall be sufficient to meet standard budget and/or accounting principles generally recognized for governmental organizations. Expenditures may include administrative expenses, plan development costs, review expenses, capital

improvement costs, and insurance costs. A majority vote of the Board is required to approve the proposed work plan and budget.

2. Party Review. The Board shall forward the approved proposed budget to the parties for review and ratification along with a statement showing each party's proposed share of the budget. Within 60 days of receipt of the proposed budget, each party shall communicate its ratification of the budget or provide a written explanation of any objections or concerns it has regarding the proposed budget. No party may withhold ratification solely based on objections to the terms of this Agreement or to matters that do not directly relate to a budgeted item to be funded entirely by the parties. Any party that fails to respond within that period shall be deemed to have ratified the proposed budget. The Board shall consider any written objections or concerns received from a party and shall provide a written response that is copied to all of the parties. If the response includes any proposed changes in the proposed budget, the parties shall act on ratifying the revised budget within 30 days.
  
3. Adoption. The proposed budget shall be deemed approved upon ratification by all of the parties. If only one party refuses to ratify the proposed budget, the previous year's budget shall be extended to the current fiscal year together with any increases in the proposed budget, but the total of all such increases shall not exceed 10% of the total community contributions for that year as represented in the currently approved Watershed Management Plan. If the proposed budget contains a total increase of more than 10% of the total community contributions for the year as represented in the currently approved Watershed Management Plan, the Board shall reduce it as needed so the approved budget meets this criterion. The proposed budget, with any required reductions, shall become the adopted budget. If a party refuses to ratify the proposed budget for three consecutive years, that party is required to participate in mediation with the representatives of the other parties as provided in Section 7.1 of this Agreement, unless a majority of the other parties elect not to require mediation. The purpose of the mediation is to identify and resolve the specific reasons causing the party to not ratify the budgets. Engaging in mediation, or the failure to reach agreement in mediation, does not delay or alter the process set out in this paragraph for reaching an approved budget regardless of one party's refusal to ratify it.
  
4. Payment. The Board shall certify the approved budget to each party together with a statement showing the budgeted amounts applicable to each party. Each party shall pay to the WMO the amount owing in two (2) equal installments, the first on or before January 15 and the second on or before July 15 in accordance with the tax year for which the amount due is being paid.

5. Failure to Pay. Any party who is more than 60 days in default in paying its share to the WMO’s general fund shall have the vote of its Board Members suspended pending the payment of its proportionate share. Any Board Member whose vote is under suspension shall reduce the number required for a quorum and to act on matters before the Board.

C. Party Contributions. The budget will include a work plan and operating costs in accordance with the following.

1. Work Plan Budget. Each party’s percentage share of the Board’s work plan (non-operational) budget for which they are responsible shall be as follows:

<b>PARTY</b>	<b>PERCENTAGE</b>
Columbus	19%
East Bethel	30%
Ham Lake	4%
Linwood	47%

2. Operating Costs Budget. Each party’s percentage share of the operating costs for which they are responsible shall be as set out below. Operating costs included in this budget are defined as copies, postage, recording secretary fees, insurance, and administrative fee charged to each party. The administrative fee may include fees for general administrative services, annual reporting to the State and parties, providing required public notices, and required advertisement for secretarial or administrative professional services.

<b>PARTY</b>	<b>PERCENTAGE</b>
Columbus	25%
East Bethel	25%
Ham Lake	25%
Linwood	25%

D. Review Services. When the Board is authorized or requested to undertake a review and submit recommendations to a party as provided in this Agreement, the Board shall conduct such review, without charge, except as provided below. Where the project size and complexity of review are deemed by the Board to be extraordinary and substantial, the Board may charge a fee for such review services, the amount to be based upon direct and indirect costs attributable to that portion of review services determined by the Board to be extraordinary and substantial. Where the Board determines that a fee will be charged for extraordinary and substantial review services, or where the flowage enters the Sunrise River, but the entity is not a member of the Sunrise River Watershed Management Organization Board, the entity to be charged shall receive written notice from the Board of the services to be performed and the fee therefore, prior to undertaking such review services. Unless the entity to be charged objects

within fifteen (15) days of receipt of such written notice to the amount of the fee to be charged, such review services shall be performed and the entity shall be responsible for the cost thereof. If the entity to be charged objects to the proposed fee for such services with fifteen (15) days and the entity and the Board are unable to agree on a reasonable alternative amount for review services, such extraordinary and substantial review services shall not be undertaken by the Board. Payment for such services shall be in advance of any work performed.

3.8 Annual Audit: The Board shall prepare a comprehensive financial report on operations and activities at the frequency required by law. An audit, by an independent accounting firm or the State Auditor, shall be provided for that includes a full and complete audit of all books and accounts the Board is charged with maintaining. Such audit shall be conducted in accordance with generally accepted auditing principles and guidelines. A copy of the financial report and auditor's statement shall be provided to all parties to this Agreement and to the Board of Water and Soil Resources. The report to the Board of Water and Soil Resources shall include an annual activity report. All books, reports and records of the WMO shall be available for and open to examination by any party at all reasonable times.

3.9 Gifts and Grants: The Board may, within the scope of this Agreement, accept gifts, may apply for and use grants of money or other property from the United States, the State of Minnesota, a local government unit or other governmental unit or organization or any person or entity for the purpose described herein. The Board may enter into any reasonable agreement required in connection therewith. The Board shall comply with any laws or regulations applicable to grants, donations, and agreements. The Board may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, or agreement relating thereto.

3.10 Contracts. The Board may make such contracts and enter into any such agreements as it deems necessary to make effective any power granted to it by this Agreement. Every contract for the purchase or sale of merchandise, materials, or equipment by the Board shall be let in accordance with the Uniform Municipal Contracting Law, Minnesota Statutes, Section 471.345 and the Joint Exercise of Powers Statute, Minnesota Statutes, Section 471.59. No member or employee of the Board or officer or employee of any of the parties shall be directly or indirectly have an interest in any contract made by the Board.

3.11 Works of Improvement: Works of improvement for protection and management of the natural resources of the Area including, but not limited to, improvements to property, land acquisition, easements, or right-of-way, may be initiated by:

- A. Inclusion in the Watershed Management Plan;
- B. Majority vote of the Board for projects using less than \$10,000 in funds from the Parties;
- C. Recommendation of the Board to a party or parties; or
- D. Petition to the Board by the governing body of a party or parties.

Where works of improvement are recommended by the Board, the Board shall first determine whether such improvement will result in a local or regional benefit to the area. Where the Board determines that the benefits from the improvement will be local or not realized beyond the boundaries of the party in which the improvement is to be established, the Board may recommend such improvement to the governing body of the unit of government which the Board determines will be benefited. The recommendation shall include the total estimated cost of the improvement and a detailed description of the benefits to be realized.

Where the Board determines that the benefits from the improvement will be beyond the local unit or beyond the boundaries of the party in which the improvement is to be established, the Board may recommend such improvement to each party to this Agreement which the Board determines will be benefited thereby. The recommendation of the Board shall include the total estimated cost of the improvement, a description of the extent of the benefits to be realized by each party to this Agreement and the portion of the cost to be borne by each party benefited in accordance with the benefit of party to this Agreement.

Each party to whom the Board submits such recommendation shall respond within 60 days from receipt of such recommendation. Where the Board determines that the benefits of such improvement will be local, the unit of government to whom such recommendation is made may decline to ratify and undertake said improvement. Where the Board determines that the benefits of such improvement will be regional, all Parties to this Agreement must ratify the project proposal before any project is moved forward by the Board. Should the project not be ratified by all Parties to this Agreement, the Board shall continue to review and recommend alternative methods of cooperation and implementation among those parties ratifying the recommendation of the Board, unless and until the Board determines that said improvement is no longer feasible.

When works of improvement are initiated by a Party to this Agreement, a copy of the proposed project shall be submitted to the Board for review and comment. The Board shall review and make recommendations on the proposed improvement and its compliance with the Board's management plan.

When a proposed improvement may be eligible for grant funds, the Board may apply. Any local matching funds committed must be in an approved Board budget, in the Watershed Management Plan, or secured by a written commitment from other sources.

Projects on real property require a written maintenance agreement.

3.12 Property Entry: The Board or its agents may enter upon lands within or without the Sunrise River Watershed to make surveys and investigations to accomplish the purpose of the Board. The Board shall be liable for actual damages resulting there from. But every person who claims damages shall serve the Chair or Secretary of the Board with a notice of claim as required by Minnesota Statutes, section 466.05. The Board shall obtain court orders authorizing and directing such entries when necessary due to refusals of landowners to allow the same.

3.13 Indemnification: Any and all claims that arise or may arise against the WMO, its agents or employees as a consequence of any act or omission on the part of the WMO or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the parties. The WMO shall indemnify, hold harmless and defend the parties, their officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the parties, their officers, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the WMO, its agents or employees in the execution, performance, or failure to adequately perform the WMO's obligations under this Agreement. The WMO's duty to indemnify does not constitute, and shall not be construed as, a waiver by either the WMO or any or all parties of any exemptions, immunities, or limitations on liability provided by law or of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a. To the fullest extent permitted by law, this Agreement and the activities carried out hereunder thereof are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they, together with the WMO, shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. For purposes of the statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other parties.

3.14 Insurance: The Board shall at all times during the term of this Agreement keep in force such insurance policies as it determines are needed, including general liability coverage in the amount of the applicable limit of liability established in Minnesota Statutes, section 466.04. Any policy obtained and maintained under this section shall provide that it shall not be cancelled, materially changed or not renewed without a minimum of thirty (30) days prior notice thereof to each of the parties. The Board will furnish the parties with certificates of insurance listing each party to the Agreement as an additional insured.

#### **SECTION IV** **Termination and Withdrawal**

4.1 Termination: This Agreement may be terminated by approval of two-thirds vote of the governing bodies of each party hereto, provided that all such approvals occur within a ninety (90) day period.

4.2 Party Withdrawal: Withdrawal of any party may be accomplished by filing written notice with the Board and the other parties sixty (60) days prior to the effective date of termination. No party may withdraw from this Agreement until the withdrawing party has met its full financial obligations through the effective date of such withdrawal.

#### **SECTION V** **Dissolution of WMO**

5.1 Dissolution:

A. Occurrences. The WMO shall be dissolved under any of the following occurrences:

1. Upon termination of this Agreement;
  2. Upon unanimous agreement of all parties; or
  3. Upon the membership of the WMO being reduced to fewer than three (3) parties.
- B. Process. At least 90 days notice of the intent to dissolve shall be given to affected counties and the Board of Water and Soil Resources. Upon dissolution, all personal property of the Board shall be sold, and the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to the parties after all outstanding obligations of the WMO have been paid. Such distribution of Board assets shall be made in proportion to the total contributions to the WMO for such costs made by each party. All amounts due and owing to the WMO by any party shall continue to be the lawful obligation of the party and shall be paid before being eligible to receive any distribution of assets.

## **SECTION VII**

### **General Provisions**

7.1 Mediation: The parties agree that any controversy that cannot be resolved between parties shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all parties. If the parties are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.

7.2 Data Practices: The WMO shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). Any entity with which the WMO contracts is required to comply with the Act as provided in Minnesota Statutes, section 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the WMO to respond to it.

7.3 Amendments: The Board may recommend changes and amendments to this Agreement to the governing bodies of the parties. Amendments shall be adopted by all governing bodies of the parties. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

7.4 Waiver: The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

7.5 Headings and Captions: The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.

7.6 Entire Agreement: This Agreement, including the recitals, contains the entire understanding among the parties concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the parties regarding the WMO and such prior agreement is hereby terminated. Any outstanding obligations of the parties under the prior agreement are not affected by the termination and shall be continued under this Agreement.

7.7 Examination of Books: Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Board are subject to examination by the State.

7.8 Governing Law: The respective rights, obligations, and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.

7.9 Counterparts: This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the parties hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all parties.

IN WITNESS OF, the parties hereto have executed this Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF COLUMBUS

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

CITY OF EAST BETHEL

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

CITY OF HAM LAKE

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

LINWOOD TOWNSHIP

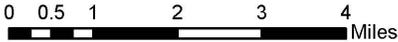
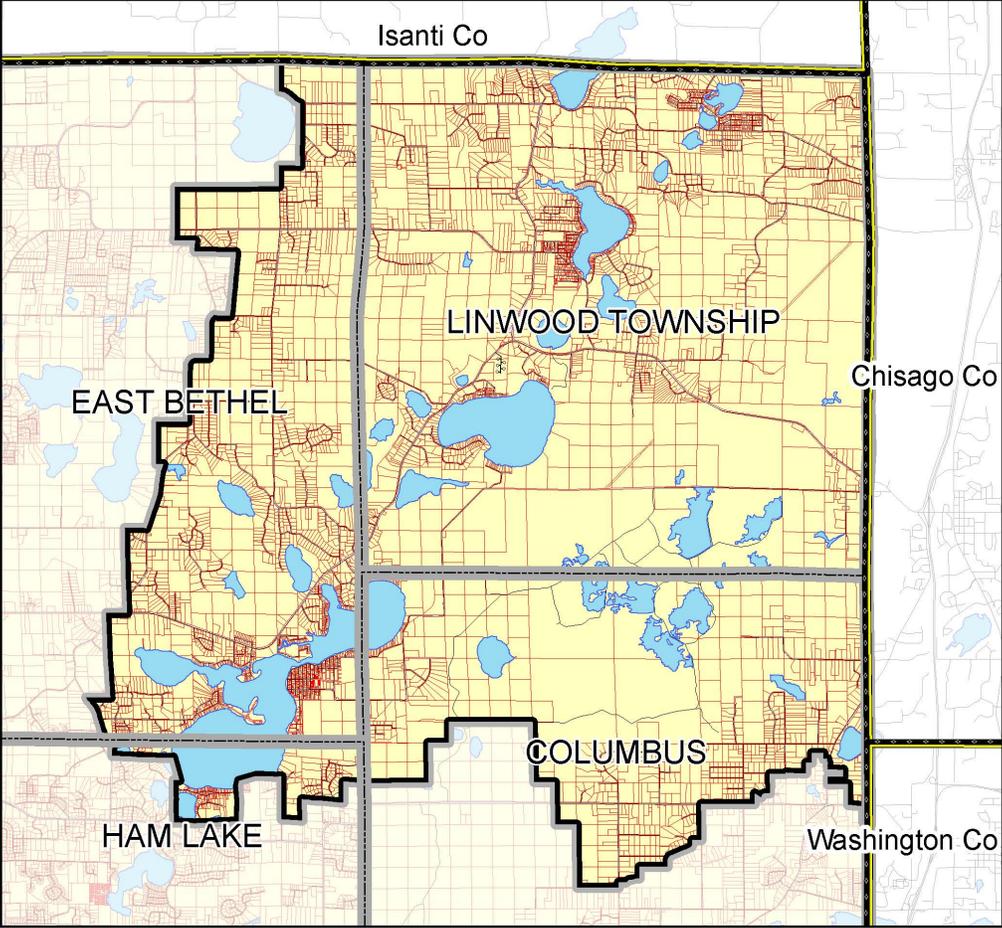
By: \_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Township Clerk

Appendix 1  
SRWMO AREA BOUNDARIES

Sunrise River Watershed Management Organization  
Boundary October 2022



**Legend**

-  City Boundaries
-  SRWMO Boundary (Oct 2022)
-  Parcels



Data sources:  
 Anoka County GIS: SRWMO boundary,  
 parcels. public parcels.  
 MN Geospatial commons: MNDOT  
 roads, public waters, lakes and streams.  
 All data downloaded 10/5/2022

SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION  
JOINT POWERS AGREEMENT

THIS SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and among the local government units of the City of Columbus, City of East Bethel, City of Ham Lake, and Linwood Township. The purpose of this Joint Powers Agreement is to continue the Water Management Organization previously established by the local government units to assist them with surface water, ground water, water quality, and water usage issues. The named local government units may hereinafter be referred to individually as a “party” or collectively as the “parties.”

**RECITALS**

- A. The parties have elected to exercise their authority under the Metropolitan Surface Water Management Act contained in Minnesota Statutes, sections 103B.201 to 103B.255 (“**Act**”) to establish the Sunrise River Water Management Organization (“**WMO**”), a joint powers watershed management organization, to cooperatively manage and plan for the management of surface water within the watershed.
- B. The parties have authority pursuant to Minnesota Statutes, section 471.59 to enter into a joint powers agreement to jointly exercise any power common to the parties and are expressly authorized by the Act to form the WMO.
- C. The parties have previously acted pursuant to its authority to establish the “Sunrise River Watershed Management Organization Board” (“**Board**”) and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the WMO.
- D. The Board has previously acted to adopt a watershed management plan (“**Watershed Management Plan**”) for the watershed.
- E. The parties desire to enter into this Agreement to reaffirm the WMO and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage and implement program in accordance with the Act and Minnesota Rules, chapter 8410.

**AGREEMENT**

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

**SECTION I**  
**Establishment and General Purpose**

1.1 **Establishment**: The establishment of the “Sunrise River Water Management Organization” is hereby reaffirmed in accordance with the Act and such other laws and rules as

may apply. The official office of the WMO shall be the East Bethel City Hall, 2241 221st Avenue NE, East Bethel, MN 55011. All notices required under this Agreement shall be delivered or served at said office. The Board may change the location of the office as it determines it needed. Upon any such change the Board shall provide written notice to the parties of the new location.

1.2 **Purpose:** It is the general purpose of the parties to this Agreement to continue the Board the parties established to jointly and cooperatively develop a Watershed Management Plan for the WMO to carry out the purposes identified in Minnesota Statutes, section 103B.201. The plan and programs shall operate within the boundaries of the Sunrise River Watershed as identified in the official map attached hereto as Appendix 1 (“**Area**”). The boundaries of the Area are subject to change utilizing the procedure set out in Minnesota Statutes, section 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

## **SECTION II**

### **Sunrise River Watershed Management Organization Board**

2.1 **Establishment:** The parties hereby reaffirm the establishment and continued operation of the “Sunrise River Watershed Management Organization Board” in accordance with the Act. Each party to this Agreement is a member of the Board, which shall carry out the purposes and have the powers as provided herein.

2.2 **Joint Board:** The WMO is governed by the Board, which is comprised of up to eight (8) members (individually a “**Board Member**” and collectively the “**Board Members**”) appointed by the parties. The Board has the duties and powers as provided in state law and this Agreement.

2.3 **Board Membership:** Each party shall appoint two (2) members to represent it on the Board, one of which shall be the mayor or councilmember of the city or an elected or appointed official of the town board. Each party shall notify the Board of each Board Member it appoints by providing it a copy of the appointment resolution or a copy of the meeting minutes at which the appointment occurred. Each Board Member shall have one (1) vote on the Board and must be present to vote. The authority of a Board Member to vote shall be suspended if the appointing party is delinquent in making any payments due to the WMO. Any Board Member whose vote is under suspension shall reduce the number required for a quorum and to act on matters before the Board. The voting authority of the Board Member shall be restored once the party pays all past due amounts.

2.4 **Alternate Board Members:** Each party may appoint one alternate member (“**Alternate Member**”) to the Board in the same manner required to appoint a Board Member. The Alternate Member is authorized to attend and vote at a Board meeting in the absence or disability of the appointing party’s Board Member. If the absent Board Member is also an officer of the Board, the Alternate Member shall not be entitled to serve as such officer. If necessary, the Board may select a current Board Member to temporarily undertake the duties of the absent officer.

2.5 **Term:** Board Members serve indefinite terms as determined by the appointing party. A party may remove its Board Member or Alternate Member as provided in Minnesota Statutes,

section 103B.227, subdivision 3. The party shall notify the Board of the removal in writing within ten (10) days of acting to remove the Board Members. The appointing party shall act to fill the vacancy as provided in this Agreement.

2.6 Vacancies: The Board shall notify the Board of Water and Soil Resources of member appointments and vacancies in member positions within 30 days. The party with the vacancy on the Board shall act to fill it by appointment within 90 days after the vacancy occurs. The party is required to follow the procedures set out in Minnesota Statutes, section 103B.227 to fill the vacancy.

2.7 Compensation and Expenses: Board Members shall not be entitled to compensation or reimbursement for expenses incurred in attending meetings from the WMO. Nothing herein prohibits a party from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Board Members.

2.8 Officers: The Board shall elect from its membership a Chair, a Vice-Chair, a Secretary, and a Treasurer. All such officers shall hold office for a term of one (1) year and until their successors have been qualified and duly elected by the Board. An officer may serve only while a member of the Board. A vacancy in an officer position shall be filled from the membership of the Board by election for the remainder of the unexpired term of such office.

2.9 Duties of Officers: The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, sign checks, and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the WMO, Board meeting minutes, ensure meetings are properly noticed, countersign documents with the Chair, and performs such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Treasurer shall oversee the WMO's budget and finances, sign checks, and performs such other duties as assigned by the Board.

2.10 Quorum: A majority of the Board Members shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of the quorum is required for the Board to act unless a higher number of votes is required by this Agreement or by law. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Board Members required for a quorum.

2.11 Meetings:

- A. Regular Meetings. The Board shall develop a schedule of its regular meetings and post the schedule on the WMO's website. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice-Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Board Members of a meeting cancellation.
- B. Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the WMO. A special meeting may be called

by the Chair or by any two Board Members. The Secretary shall post and provide notice of special meetings to the Board Members.

- C. Annual Meeting. The Board shall hold an annual meeting in or around February. At the annual meeting the Board, at a minimum, shall:
1. Elect officers for the next fiscal year;
  2. Establish the annual budget and work plan;
  3. Hear recommendations on amendments to this Agreement and the Watershed Management Plan;
  4. Biennially renew or decide on contracts for professional, legal, and administrative services;
  5. Decide on regular meeting dates; and
  6. Select a newspaper of record and designate the bulletin board for the posting of public notices.
- D. Location. The Board shall conduct its meetings at the location designated by the Board, which shall constitute its regular meeting location. The Board may change the location of its regular meeting or for one or more particular meetings.
- E. Compliance. Board meetings shall be noticed and conducted in accordance with the requirements of the Minnesota Open Meeting Law (Minnesota Statutes, chapter 13D). The official posting place for notices shall be the meeting location designated by the Board for its regular meetings. Meeting notices will also be posted on the WMO's website.
- F. Conduct of Meetings: The Board shall adopt rules of order and procedure for the conduct of its meetings. The Board may adopt any such rules upon a majority vote of all the Board Members. In accordance with Minnesota Statutes, section 103B.211, subdivision 1(c), decisions by the Board may not require more than a majority vote, except a decision on a capital improvement project may require up to a two-thirds vote if expressly required in the Board's rules. This limitation does not apply to votes required by the parties under this Agreement, which may expressly require a unanimous vote by all parties.

### **SECTION III**

#### **Board Powers and Duties**

3.1 Authority: The Board shall have authority provided for in this Agreement and the Act, subject to any limitations contained in this Agreement. The Board's authority includes, but is not limited to, the following:

- A. The authority to prepare, adopt, and implement a plan for the Sunrise River Watershed that satisfies the requirements of Minnesota Statutes, section 103B.231;
- B. The authority to review and approve local water management plans as provided in Minnesota Statutes, section 103B.235, subdivision 3;
- C. The authority to contract for services, including with a party, as needed to carry out its duties and may employ such other persons as it deems necessary. Where staff services of a party are contracted, such services shall not reduce the financial commitment of such party to the operating fund of the Board unless the Board so authorizes;
- D. The authority to work cooperatively with other watersheds and, if unanimously approved by the parties, to participate in a comprehensive watershed management planning program provided for in Minnesota Statutes, section 103B.801; and
- E. The Board shall have such other powers necessary to exercise the authorities provided in this Agreement and may take such actions as are reasonably necessary and convenient to carry out the purpose of this Agreement.

3.2 Watershed Management Plan: The Board shall update as needed and administer the Watershed Management Plan for the Sunrise River Watershed. The Watershed Management Plan shall comply with Minnesota Statutes, section 103B.231, subdivision 4, Minnesota Rules, chapter 8410, and other applicable laws.

3.3 Committees: The Board may appoint such committees and subcommittees as it deems necessary. The Board shall establish a citizen advisory committee and technical advisory committee and promote other means of public participation.

- A. Citizen and/or technical advisory committees will be formed from time-to-time as deemed appropriate by the Board and shall be issue-specific. Committees may be formed that include both citizens and technical experts. Committees shall operate by seeking consensus, while noting any dissenting opinions. Committee findings shall be reduced to writing and submitted to the Board. In all cases, committees shall be advisory in nature and their findings shall be referred to the Board. Issues that may warrant formation of advisory committees include, but are not limited to, the following: amendments or updates to the WMO's Watershed Management Plan; lake level or water quality issues; a total maximum daily load (TMDL) impaired waters study or implementation of the study; capital improvement projects; major hydrological changes in the watershed; and others as deemed appropriate by the Board.
- B. Technical advisory committees shall include technical experts in areas relating to land use, natural resources, pollution control, and soil and water resources.

C. Citizen advisory committees shall include residents and elected officials from the affected area including, but not limited to, homeowners, business owners, lake association or lake improvement district representatives, and others as may be selected by the Board.

D. All advisory committees shall include at least one Board member.

3.4 Rules and Regulations: The Board may prescribe and promulgate such rules and regulations as it deems necessary or expedient to carry out its powers and duties and the purpose of the Agreement.

3.5 Review and Recommendations: Where the Board is authorized or requested to review and make recommendations on any matter relating to the Watershed Management Plan, the Board shall act on such matter within 60 days of receipt of the matter referred. Failure of the Board to act within 60 days shall constitute a recommendation of approval of the matter referred, unless the Board requests and receives from the referring unit of government an extension of time to act on the matter referred. Such extension shall be in writing and acknowledged by both parties.

3.6 Ratification: The Board may, and where required by this Agreement shall, refer matters to the governing bodies of the parties for review, comment, or action.

3.7 Financial Matters:

A. Method of Operation. The Board may collect and receive money and contract for services subject to the provision of the Agreement from the parties and from any other sources approved by the Board. The Board may incur expenses and make disbursements necessary and incidental to the effectuation of the purposes of this Agreement. Funds may be expended by the Board in accordance with procedures established herein. Checks shall be signed by the Chair and Treasurer. The Board may appoint another member to sign checks on behalf of the Chair or Treasurer when either is not available to sign. Other legal instruments shall, upon Board approval, be executed on behalf of the Board by the Chair or Vice-Chair and countersigned by the Secretary.

B. Budgeting.

1. Prepared. The WMO's fiscal year shall be the calendar year. On or before June 1<sup>st</sup> of each year, the WMO shall prepare a work plan and budget for the following year. The annual budget shall provide details to support the proposed revenues and expenditures for the WMO. This detail shall be sufficient to meet standard budget and/or accounting principles generally recognized for governmental organizations. Expenditures may include administrative expenses, plan development costs, review expenses, capital

improvement costs, and insurance costs. A majority vote of the Board is required to approve the proposed work plan and budget.

2. Party Review. The Board shall forward the approved proposed budget to the parties for review and ratification along with a statement showing each party's proposed share of the budget. Within 60 days of receipt of the proposed budget, each party shall communicate its ratification of the budget or provide a written explanation of any objections or concerns it has regarding the proposed budget. No party may withhold ratification solely based on objections to the terms of this Agreement or to matters that do not directly relate to a budgeted item to be funded entirely by the parties. Any party that fails to respond within that period shall be deemed to have ratified the proposed budget. The Board shall consider any written objections or concerns received from a party and shall provide a written response that is copied to all of the parties. If the response includes any proposed changes in the proposed budget, the parties shall act on ratifying the revised budget within 30 days.
  
3. Adoption. The proposed budget shall be deemed approved upon ratification by all of the parties. If only one party refuses to ratify the proposed budget, the previous year's budget shall be extended to the current fiscal year together with any increases in the proposed budget, but the total of all such increases shall not exceed ~~a~~ 10% of the total community contributions for that year as represented in the currently approved Watershed Management Plan. If the proposed budget contains a total increase of more than 10% of the total community contributions for the year as represented in the currently approved Watershed Management Plan, the Board shall reduce it as needed so the approved budget meets this criterion. The proposed budget, with any required reductions, shall become the adopted budget. If a party refuses to ratify the proposed budget for three consecutive years, that party is required to participate in mediation with the representatives of the other parties as provided in Section 7.1 of this Agreement, unless a majority of the other parties elect not to require mediation. The purpose of the mediation is to identify and resolve the specific reasons causing the party to not ratify the budgets. Engaging in mediation, or the failure to reach agreement in mediation, does not delay or alter the process set out in this paragraph for reaching an approved budget regardless of one party's refusal to ratify it.
  
4. Payment. The Board shall certify the approved budget to each party together with a statement showing the budgeted amounts applicable to each party. Each party shall pay to the WMO the amount owing in two (2) equal installments, the first on or before January 15 and the second on or before July 15 in accordance with the tax year for which the amount due is being paid.

5. Failure to Pay. Any party who is more than 60 days in default in paying its share to the WMO’s general fund shall have the vote of its Board Members suspended pending the payment of its proportionate share. Any Board Member whose vote is under suspension shall reduce the number required for a quorum and to act on matters before the Board.

C. Party Contributions. The budget will include a work plan and operating costs in accordance with the following.

1. Work Plan Budget. Each party’s percentage share of the Board’s work plan (non-operational) budget for which they are responsible shall be as follows:

<b>PARTY</b>	<b>PERCENTAGE</b>
Columbus	19%
East Bethel	30%
Ham Lake	4%
Linwood	47%

2. Operating Costs Budget. Each party’s percentage share of the operating costs for which they are responsible shall be as set out below. Operating costs included in this budget are defined as copies, postage, recording secretary fees, insurance, and administrative fee charged to each party. The administrative fee may include fees for general administrative services, annual reporting to the State and parties, providing required public notices, and required advertisement for secretarial or administrative professional services.

<b>PARTY</b>	<b>PERCENTAGE</b>
Columbus	25%
East Bethel	25%
Ham Lake	25%
Linwood	25%

D. Review Services. When the Board is authorized or requested to undertake a review and submit recommendations to a party as provided in this Agreement, the Board shall conduct such review, without charge, except as provided below. Where the project size and complexity of review are deemed by the Board to be extraordinary and substantial, the Board may charge a fee for such review services, the amount to be based upon direct and indirect costs attributable to that portion of review services determined by the Board to be extraordinary and substantial. Where the Board determines that a fee will be charged for extraordinary and substantial review services, or where the flowage enters the Sunrise River, but the entity is not a member of the Sunrise River Watershed Management Organization Board, the entity to be charged shall receive written notice from the Board of the services to be performed and the fee therefore, prior to undertaking such review services. Unless the entity to be charged objects within

fifteen (15) days of receipt of such written notice to the amount of the fee to be charged, such review services shall be performed and the entity shall be responsible for the cost thereof. If the entity to be charged objects to the proposed fee for such services with fifteen (15) days and the entity and the Board are unable to agree on a reasonable alternative amount for review services, such extraordinary and substantial review services shall not be undertaken by the Board. Payment for such services shall be in advance of any work performed.

3.8 Annual Audit: The Board shall prepare a comprehensive financial report on operations and activities at the frequency required by law. An audit, by an independent accounting firm or the State Auditor, shall be provided for that includes a full and complete audit of all books and accounts the Board is charged with maintaining. Such audit shall be conducted in accordance with generally accepted auditing principles and guidelines. A copy of the financial report and auditor's statement shall be provided to all parties to this Agreement and to the Board of Water and Soil Resources. The report to the Board of Water and Soil Resources shall include an annual activity report. All books, reports and records of the WMO shall be available for and open to examination by any party at all reasonable times.

3.9 Gifts and Grants: The Board may, within the scope of this Agreement, accept gifts, may apply for and use grants of money or other property from the United States, the State of Minnesota, a local government unit or other governmental unit or organization or any person or entity for the purpose described herein. The Board may enter into any reasonable agreement required in connection therewith. The Board shall comply with any laws or regulations applicable to grants, donations, and agreements. The Board may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, or agreement relating thereto.

3.10 Contracts. The Board may make such contracts and enter into any such agreements as it deems necessary to make effective any power granted to it by this Agreement. Every contract for the purchase or sale of merchandise, materials, or equipment by the Board shall be let in accordance with the Uniform Municipal Contracting Law, Minnesota Statutes, Section 471.345 and the Joint Exercise of Powers Statute, Minnesota Statutes, Section 471.59. No member or employee of the Board or officer or employee of any of the parties shall be directly or indirectly have an interest in any contract made by the Board.

3.11 Works of Improvement: Works of improvement for protection and management of the natural resources of the Area including, but not limited to, improvements to property, land acquisition, easements, or right-of-way, may be initiated by:

- A. Inclusion in the Watershed Management Plan;
- B. Majority vote of the Board for projects using less than \$10,000 in funds from the Parties;
- C. Recommendation of the Board to a party or parties; or
- D. Petition to the Board by the governing body of a party or parties.

Where works of improvement are recommended by the Board, the Board shall first determine whether such improvement will result in a local or regional benefit to the area. Where the Board determines that the benefits from the improvement will be local or not realized beyond the boundaries of the party in which the improvement is to be established, the Board may recommend such improvement to the governing body of the unit of government which the Board determines will be benefited. The recommendation shall include the total estimated cost of the improvement and a detailed description of the benefits to be realized.

Where the Board determines that the benefits from the improvement will be beyond the local unit or beyond the boundaries of the party in which the improvement is to be established, the Board may recommend such improvement to each party to this Agreement which the Board determines will be benefited thereby. The recommendation of the Board shall include the total estimated cost of the improvement, a description of the extent of the benefits to be realized by each party to this Agreement and the portion of the cost to be borne by each party benefited in accordance with the benefit of party to this Agreement.

Each party to whom the Board submits such recommendation shall respond within 60 days from receipt of such recommendation. Where the Board determines that the benefits of such improvement will be local, the unit of government to whom such recommendation is made may decline to ratify and undertake said improvement. Where the Board determines that the benefits of such improvement will be regional, all Parties to this Agreement must ratify the project proposal before any project is moved forward by the Board. Should the project not be ratified by all Parties to this Agreement, the Board shall continue to review and recommend alternative methods of cooperation and implementation among those parties ratifying the recommendation of the Board, unless and until the Board determines that said improvement is no longer feasible.

When works of improvement are initiated by a Party to this Agreement, a copy of the proposed project shall be submitted to the Board for review and comment. The Board shall review and make recommendations on the proposed improvement and its compliance with the Board's management plan.

When a proposed improvement may be eligible for grant funds, the Board may apply. Any local matching funds committed must be in an approved Board budget, in the Watershed Management Plan, or secured by a written commitment from other sources.

Projects on real property require a written maintenance agreement.

3.12 Property Entry: The Board or its agents may enter upon lands within or without the Sunrise River Watershed to make surveys and investigations to accomplish the purpose of the Board. The Board shall be liable for actual damages resulting there from. But every person who claims damages shall serve the Chair or Secretary of the Board with a notice of claim as required by Minnesota Statutes, section 466.05. The Board shall obtain court orders authorizing and directing such entries when necessary due to refusals of landowners to allow the same.

3.13 **Indemnification:** Any and all claims that arise or may arise against the WMO, its agents or employees as a consequence of any act or omission on the part of the WMO or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the parties. The WMO shall indemnify, hold harmless and defend the parties, their officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the parties, their officers, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the WMO, its agents or employees in the execution, performance, or failure to adequately perform the WMO's obligations under this Agreement. The WMO's duty to indemnify does not constitute, and shall not be construed as, a waiver by either the WMO or any or all parties of any exemptions, immunities, or limitations on liability provided by law or of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a. To the fullest extent permitted by law, this Agreement and the activities carried out hereunder thereof are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they, together with the WMO, shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. For purposes of the statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other parties.

3.14 **Insurance:** The Board shall at all times during the term of this Agreement keep in force such insurance policies as it determines are needed, including general liability coverage in the amount of the applicable limit of liability established in Minnesota Statutes, section 466.04. Any policy obtained and maintained under this section shall provide that it shall not be cancelled, materially changed or not renewed without a minimum of thirty (30) days prior notice thereof to each of the parties. The Board will furnish the parties with certificates of insurance listing each party to the Agreement as an additional insured.

#### **SECTION IV** **Termination and Withdrawal**

4.1 **Termination:** This Agreement may be terminated by approval of two-thirds vote of the governing bodies of each party hereto, provided that all such approvals occur within a ninety (90) day period.

4.2 **Party Withdrawal:** Withdrawal of any party may be accomplished by filing written notice with the Board and the other parties sixty (60) days prior to the effective date of termination. No party may withdraw from this Agreement until the withdrawing party has met its full financial obligations through the effective date of such withdrawal.

#### **SECTION V** **Dissolution of WMO**

5.1 **Dissolution:**

A. **Occurrences.** The WMO shall be dissolved under any of the following occurrences:

1. Upon termination of this Agreement;
  2. Upon unanimous agreement of all parties; or
  3. Upon the membership of the WMO being reduced to fewer than three (3) parties.
- B. Process. At least 90 days notice of the intent to dissolve shall be given to affected counties and the Board of Water and Soil Resources. Upon dissolution, all personal property of the Board shall be sold, and the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to the parties after all outstanding obligations of the WMO have been paid. Such distribution of Board assets shall be made in proportion to the total contributions to the WMO for such costs made by each party. All amounts due and owing to the WMO by any party shall continue to be the lawful obligation of the party and shall be paid before being eligible to receive any distribution of assets.

## **SECTION VII**

### **General Provisions**

7.1 Mediation: The parties agree that any controversy that cannot be resolved between parties shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all parties. If the parties are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.

7.2 Data Practices: The WMO shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). Any entity with which the WMO contracts is required to comply with the Act as provided in Minnesota Statutes, section 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the WMO to respond to it.

7.3 Amendments: The Board may recommend changes and amendments to this Agreement to the governing bodies of the parties. Amendments shall be adopted by all governing bodies of the parties. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

7.4 Waiver: The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

7.5 Headings and Captions: The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.

7.6 Entire Agreement: This Agreement, including the recitals, contains the entire understanding among the parties concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the parties regarding the WMO and such prior agreement is hereby terminated. Any outstanding obligations of the parties under the prior agreement are not affected by the termination and shall be continued under this Agreement.

7.7 Examination of Books: Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Board are subject to examination by the State.

7.8 Governing Law: The respective rights, obligations, and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.

7.9 Counterparts: This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the parties hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all parties.

IN WITNESS OF, the parties hereto have executed this Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF COLUMBUS

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

CITY OF EAST BETHEL

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

CITY OF HAM LAKE

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

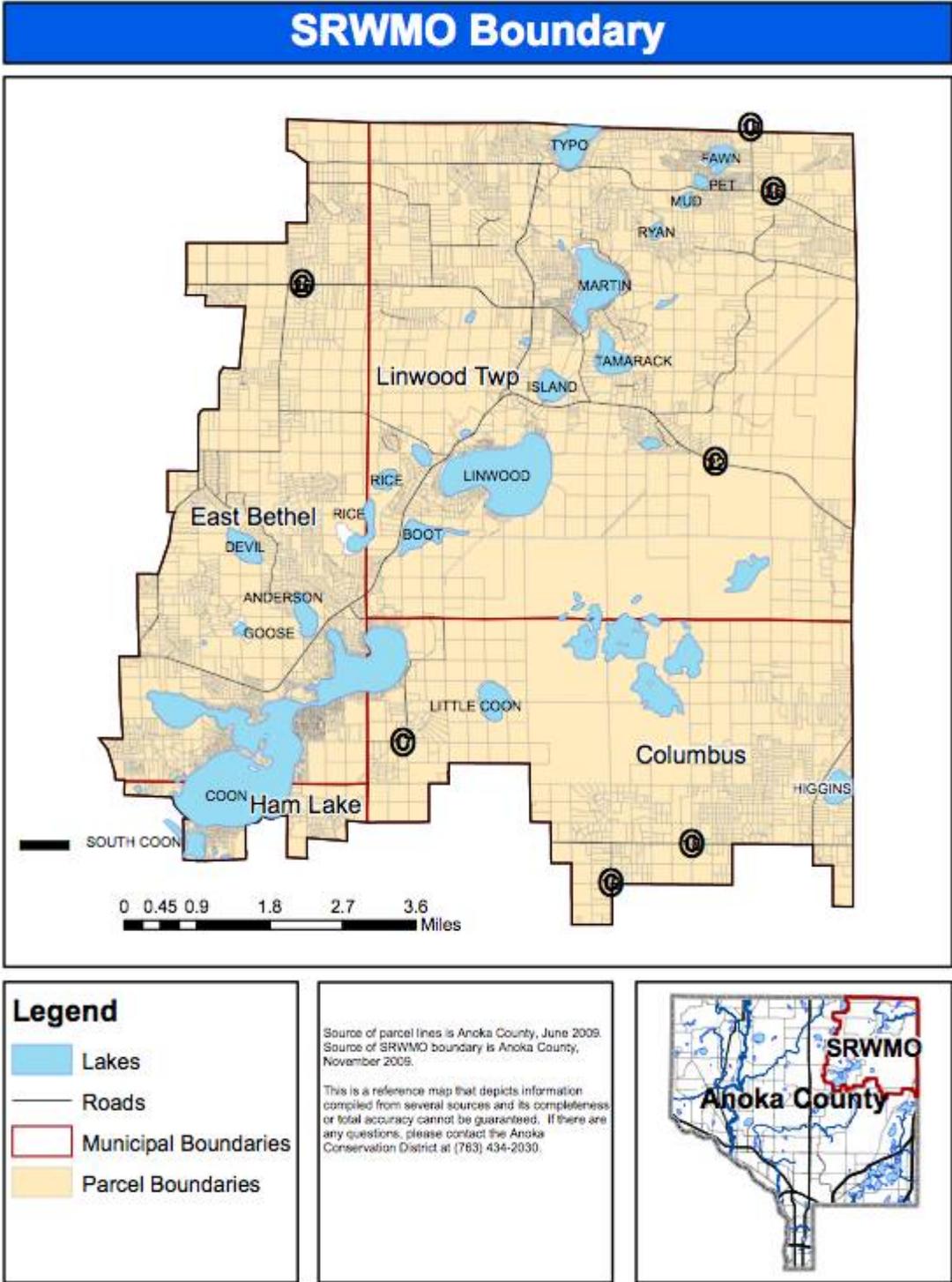
LINWOOD TOWNSHIP

By: \_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Township Clerk

# Appendix 1 SRWMO AREA BOUNDARIES





Document comparison by Workshare 10.0 on Tuesday, October 17, 2023  
9:50:32 AM

Input:	
Document 1 ID	PowerDocs://DOCSOPEN/831365/12
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Document 2 ID	PowerDocs://DOCSOPEN/831365/13
Description	DOCSOPEN-#831365-v13-SRWMO_JPA_(Oct_2023)
Rendering set	Standard

Legend:	
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<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Insertions	3
Deletions	3
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	6

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



**Date:** November 13, 2023

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

**Agenda Item:** Sunrise River Watershed Management Organization (SRWMO) proposed 2024 Budget

**Background Information:**

The Sunrise River WMO is a joint powers organization consisting of Columbus, East Bethel, Ham Lake, and Linwood. The SRWMO Joint Powers Agreement provides rules and procedures for operation of the SRWMO. Membership in Watershed Management Organizations and Watershed Management Districts is mandated by the Minnesota Bureau of Soil and Water Resources (BSWR) for all municipalities in the seven county Metro area.

Through the SRWMO, the communities jointly address water resources issues in this watershed. The organization is operated by an appointed board which consists of two representatives from each member locality. City Councilperson Tim Harington and Citizen Member Leon Mager are East Bethel’s representatives on the SRWMO. The SRWMO Board does not have employees. Instead, it works through cooperative efforts of the member cities and townships or contracts with the Anoka Conservation District or other consultants.

The SRWMO’s draft 2024 budget is submitted to each member City/Township annually for their comment and approval and is exhibited as Attachment 1. Any requests to modify this budget need to be submitted to the SRWMO prior to their April 7, 2022 meeting. After that date, and absent any comments or direction from East Bethel, our portion of the budget would be considered approved at the level indicated in the attached draft 2023 SRWMO Budget.

The draft budget submitted for consideration is \$47,186 and would be funded by proportional amounts from the member municipalities. For comparison, the average budget from the preceding three years was \$45,190.

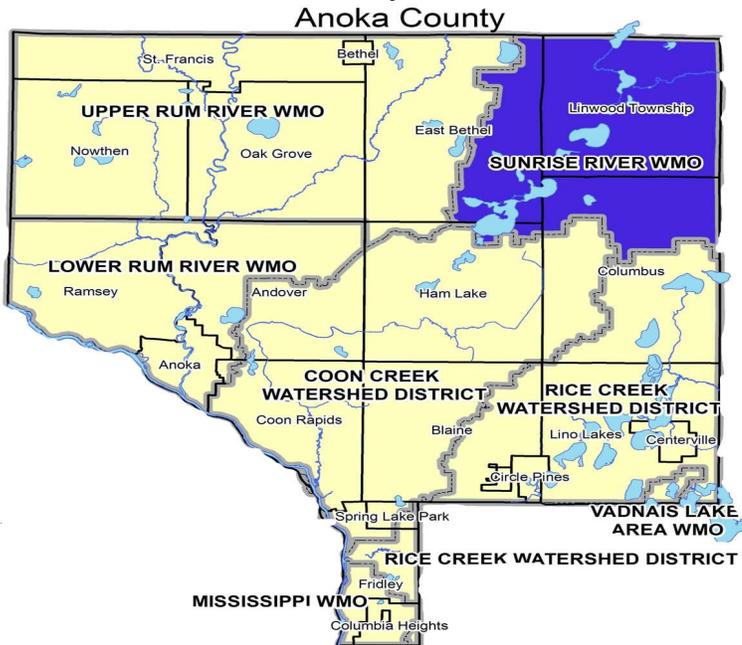
The proposed SRWMO budget for 2024 and the previous nine years are as follows:

<u>YEAR</u>	<u>SRWMO BUDGET</u>	<u>EAST BETHEL PORTION</u>
2024	\$47,186	\$13,456
2023	\$44,500	\$12,647
2022	\$43,880	\$12,573
2021	\$40,486	\$11,576
2020	\$50,000	\$15,181
2019	\$50,815	\$16,023
2018	\$48,460	\$15,446
2017	\$32,705	\$10,272
2016	\$32,705	\$10,272
2015	\$47,010	\$15,004

The SRWMO understands that fluctuating budget proposals can be difficult for the members to accommodate and they recognize the difficulties this can pose. As opposed to levying excess dollars in years of lesser obligations and carrying those funds forward to years with projected increased costs, this is still a better budgeting option to deal with these changing requests for funds.

East Bethel’s portion of the budget, as presented in Attachment 1, is proposed to be \$13,456 for 2024 or an increase of 6.4% from the 2023 City share of \$12,647.

**SRWMO Watershed Boundary:**



**Attachments:**

Attachment 1 – Proposed 2024 SRWMO Budget

**Fiscal Impact:**

As noted above.

**Recommendation(s):**

Staff requests the City Council consider approval of the SRWMO Draft 2024 Budget as exhibited as Attachment 1.

**City Council Action:**

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

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

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

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



**2024 Draft Budget Detail**

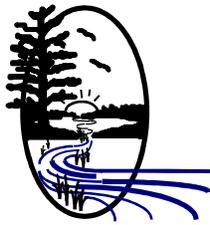
10/6/2023

**Notes:**

Budget was developed 2020-2029 SRWMO Watershed Management Plan.

Row Labels	Sum of 2024 Budget
<b>1 Non-operating</b>	
<b>2 Collaboration/Planning</b>	
3 Aerial photos	\$0.00
4 Participate in One Watershed, One Plan (1W1P)	\$0.00
5	
<b>6 Education and Public Outreach</b>	
7 Anoka Co Outreach Coordinator Position	\$4,767.00
8 Lakeshore Restoration Guidance Materials	\$0.00
9 Newsletters	\$2,184.00
10 Promote Well Water Wise	\$55.00
11 Website operations/maintenance	\$870.00
12 Workshops Promotion	\$0.00
13 Website platform update	\$0.00
14	
<b>15 Non-Operating General</b>	
16 Grant Search and Applications	\$1,148.00
17	
<b>18 Water Quality Improvement Projects</b>	
19 Ag Conservation Planning Outreach	\$0.00
20 Alum Feasibility Study or Treatment	\$0.00
21 Carp Management	\$0.00
22 Carp Mgmt Feasibility Study or Maintenance Harvests	\$1,000.00
23 Ditch 20 Wetland Restoration Outreach	\$0.00
24 Linwood Lake Subwatershed Retrofitting Study	\$2,000.00
25 SRWMO Cost Share Grant Fund - open to public	\$1,000.00
26 SRWMO Cost Share Grant Fund - through lake associations	\$0.00
27	
<b>28 Monitoring - Effectiveness</b>	
29 Lake Water Quality Monitoring	\$4,800.00
30 Stream Water Quality Monitoring	\$1,680.00
31	
<b>32 Monitoring - Diagnostic</b>	
33 Lake Water Quality Monitoring	\$0.00
34	
<b>35 Monitoring - Surveillance</b>	
36 Chloride sampling - streams	\$1,197.00
37 Lake Level Monitoring	\$1,650.00
38 Lake Water Quality Monitoring	\$7,200.00
39 Reference Wetland Hydrology Monitoring	\$2,175.00
40 Secchi Transparency Lake Monitoring - volunteer coord.	\$273.00
41	
<b>42 Actions for Finances Mgmt</b>	
43 Reserve Spend-Down	\$0.00
44 Carryover Funds*	\$1,186.00
45	
<b>46 Operating</b>	
<b>47 Operating Expenses</b>	
48 Advertise Bids for Pro Services (req'd in odd yrs)	\$0.00
49 Annual Reports to BWSR, State Auditor	\$1,262.00
50 Annual Written Communication to Member Communities	\$689.00
51 Liability Insurance	\$1,850.00
52 On-call Administrative Assistance	\$8,800.00
53 Recording Secretary services	\$1,400.00
54 SRWMO JPA update inc Plan and boundary updates	\$0.00
55	
<b>56 Actions for Finances Mgmt</b>	
57 Reserve Spend-Down	\$0.00
58	
<b>59 Grand Total</b>	<b>\$47,186.00</b>

\* To cover planned future year expenses, ensuring ≤\$50K budgets annually. See Watershed Plan.



# Sunrise River Watershed Management Organization

## 2024 Draft Budget Summary

10/6/2023

**Notes:**

Budget was developed 2020-2029 SRWMO Watershed Management Plan.  
Community contributions are based on the revised JPA October 2023.

	Linwood	East Bethel	Columbus	Ham Lake	TOTAL
% non-operating costs -->	47.00%	30.00%	19.00%	4.00%	
% operating costs -->	25%	25%	25%	25%	

Row Labels	Sum of 2024 Budget	Linwood	East Bethel	Columbus	Ham Lake	TOTAL
<b>Non-operating</b>	<b>\$33,185.00</b>	<b>\$15,596.95</b>	<b>\$9,955.50</b>	<b>\$6,305.15</b>	<b>\$1,327.40</b>	<b>\$33,185.00</b>
Actions for Finances Mgmt	\$1,186.00	\$557.42	\$355.80	\$225.34	\$47.44	\$1,186.00
Collaboration/Planning	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Education and Public Outreach	\$7,876.00	\$3,701.72	\$2,362.80	\$1,496.44	\$315.04	\$7,876.00
Monitoring - Diagnostic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monitoring - Effectiveness	\$6,480.00	\$3,045.60	\$1,944.00	\$1,231.20	\$259.20	\$6,480.00
Monitoring - Surveillance	\$12,495.00	\$5,872.65	\$3,748.50	\$2,374.05	\$499.80	\$12,495.00
Non-Operating General	\$1,148.00	\$539.56	\$344.40	\$218.12	\$45.92	\$1,148.00
Water Quality Improvement Projects	\$4,000.00	\$1,880.00	\$1,200.00	\$760.00	\$160.00	\$4,000.00
<b>Operating</b>	<b>\$14,001.00</b>	<b>\$3,500.25</b>	<b>\$3,500.25</b>	<b>\$3,500.25</b>	<b>\$3,500.25</b>	<b>\$14,001.00</b>
Actions for Finances Mgmt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses	\$14,001.00	\$3,500.25	\$3,500.25	\$3,500.25	\$3,500.25	\$14,001.00
<b>Grand Total</b>	<b>\$47,186.00</b>	<b>\$19,097.20</b>	<b>\$13,455.75</b>	<b>\$9,805.40</b>	<b>\$4,827.65</b>	<b>\$47,186.00</b>