

**City of East Bethel
City Council Agenda
City Council Regular Meeting
Date: April 8, 2024 at 7:00 p.m.**



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

7:00 PM

1.0 Call to Order

2.0 Pledge of Allegiance

3.0 Adopt Agenda

4.0 Presentations and Public Hearings

- A. 2023 Audit Presentation: Abdo – Res. 2024-31, Accepting 2023 Audit (p. 3-4)

5.0 Public Forum

6.0 Consent Agenda (p. 5-27)

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

- A. Approve Bill List (p. 6-9)
B. Minutes: March 25, 2024 City Council meeting (p. 10-15)
C. Maynard Peterson Park Field Use Agreement (p. 16-22)
D. Res. 2024-32 Supporting HF 5189 and SF5309 (p. 23-27)

7.0 New Business - Commission, Association and Task Force Reports

- A. Planning Commission
1. Planning Commission Appointment (p. 28-34)
2. IUP: Commercial Kennel – 625 221st Ave NE – Andrew Benik (p. 35-42)
3. Variance: Setbacks – 18440 3rd St NE – Steven Franker (p. 43-49)
4. Variance: Second Driveway – 20910 Buchanan St NE – Scott Pflipsen (p. 50-59)
5. IUP Amendment: 1311 229th Ave NE – Taras Martynenko (p. 60-71)
6. CUPA: 1281 187th Ave NE – Designing Earth Contracting (p. 72-90)
B. Economic Development Authority
C. Park Commission

8.0 Department Reports

- A. City Administrator
1. Town Hall Meeting Dates (p. 91)
2. Capstone LLC Contract Approval (p. 92-97)

9.0 Other

- A. Staff Report
- B. Council Reports
- C. Closed Session – 19141 East Front Blvd NE – the meeting is being closed under attorney-client privilege to discuss pending or threatened litigation – Minnesota Statutes, section 13D.05, subdivision 3 (b)

10.0 Adjourn

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



Date: April 8, 2024

Agenda Item Number: Item 4.0 A

Agenda Item: Presentation of the Annual Financial Statements and Auditor’s Management Letter

Background Information:

The 2023 Annual Financial Report has been prepared, audited and is presented for review and approval. Abdo, the City’s Auditor, will present the report to Council.

Attachment(s):

1. [2023 Financial Report](#) *(please use hyperlink to view this protected document)*
2. [2023 Management Letter](#) *(please use hyperlink to view this protected document)*
3. Resolution 2024-xx Accepting the 2023 Annual Financial Report
4. [2023 Audit Presentation](#) *(please use hyperlink to view this protected document)*

Fiscal Impact: None

Recommendation(s): Upon completion of the City Auditor’s report, Staff recommends adoption of Resolution 2024-xx, accepting the 2023 Annual Financial Report for operations and activities of the City of East Bethel for fiscal year 2023 and direction to submit the report to the State Auditor.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

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

RESOLUTION NO. 2024-31

**RESOLUTION ACCEPTING AND ADOPTING THE 2023 CITY OF EAST BETHEL
ANNUAL FINANCIAL REPORT**

WHEREAS, the 2023 Annual Financial Report of the City has been prepared; and

WHEREAS, the City's auditing firm, Abdo, has completed its review of the financial report; and

WHEREAS, the audit opinion finds that the financial report presents fairly, in all material respects, the financial position of the City as of December 31, 2023.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City Council hereby accepts and adopts the 2023 Annual Financial Report and directs its submission to the State Auditor.

Adopted this 8th day of April 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Kevin Lewis Mayor

ATTEST:

Matt Look, City Administrator

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



Date: April 8, 2024

Agenda Item Number: Item 6.0 A-D

Requested Action: Consider approving the Consent Agenda as presented

Background Information:

Item A – Approve Bills

Item B – March 25, 2024 City Council Meeting Minutes

Minutes from the March 25, 2024 City Council meeting are attached for your review.

Item C – Maynard Peterson Field Use Agreement

In 2023, the City of East Bethel and the MN Smoke Fastpitch club entered into a 3 year agreement for the use of Maynard Peterson Park for weeknight softball use. The agreement called out annual payments to help offset some of the much needed field improvements. After one year, the MN Smoke disbanded and the City was approached by another softball club to take over the remainder of the contract. The Midwest Speed Fastpitch club is a well-established club with numerous teams. The team that would be using Maynard Peterson Park is a 14U team and has ties to the Coon Lake Beach neighborhood. In two years, after the remainder of the contract is up, the City and the Midwest Speed would reevaluate the agreement for future years.

Approximately \$25,000 has been spent on Maynard Peterson field to repair and replace fencing, dugout benches, bases, and infield resurfacing.

Staff recommends the agreement between the Midwest Speed and the City of East Bethel for the weeknight use of Maynard Peterson for the next two years.

Item D - Resolution Supporting HF5189 and SF 5309

Please review and support, via resolution, the bonding bills currently under consideration.

Fiscal Impact: As noted above

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

April 8, 2024

Payment Summary

Payments for Council Approval							
Bills to be approved for payment							\$43,207.61
Electronic Payroll Payments							\$37,713.36
Payroll City Staff - March 28, 2024							\$49,854.17
Total to be Approved for Payment							\$130,775.14
Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount	
Arena Operations	Bldg/Facility Repair Supplies	611445	Becker Arena Products,Inc	615	49851	\$1,175.00	
Arena Operations	Bldgs/Facilities Repair/Maint	35031229181	Wright-Hennepin Coop Electric	615	49851	\$30.95	
Arena Operations	Information Systems	B240319J	Anoka County Treasury Dept	615	49851	\$75.00	
Arena Operations	Professional Services Fees	100116	Gibson's Management Company	615	49851	\$1,750.00	
Arena Operations	Refuse Removal	10388042T067	Ace Solid Waste, Inc.	615	49851	\$322.10	
Arena Operations	Telephone	04 2024-1	T MOBILE	615	49851	\$29.36	
Building Inspection	General Operating Supplies	IN4499251	Innovative Office Solutions	101	42410	\$108.47	
Building Inspection	Motor Fuels	25201376	Mansfield Oil Company	101	42410	\$418.13	
Building Inspection	State Surcharge	MARCH0030512024	MN Dept Labor & Industry	101		(\$33.88)	
Building Inspection	State Surcharge	MARCH0030512024	MN Dept Labor & Industry	101		\$846.89	
City Administration	Conferences/Meetings	217885-9387	ST. CLOUD STATE UNIVERSITY	101	41320	\$560.00	
City Administration	Information Systems	B240319J	Anoka County Treasury Dept	101	41320	\$75.00	
City Administration	Office Equipment Rental	INV2488088	Metro Sales Inc.	101	41320	\$569.00	
City Administration	Office Equipment Rental	525136719	US Bank Equipment Finance	101	41320	\$315.00	
City Administration	Professional Services Fees	M28999	TimeSaver Off Site Secretarial	101	41320	\$167.00	
City Administration	Professional Services Fees	M29039	TimeSaver Off Site Secretarial	101	41320	\$246.00	
City Administration	Professional Services Fees	M29039	TimeSaver Off Site Secretarial	101	41320	\$167.00	
Finance	Sales Tax Remittance	03 2024	Minnesota Revenue	101		\$217.00	
Fire Department	Bldgs/Facilities Repair/Maint	2595	Bill's Quality Cleaning	101	42210	\$168.00	
Fire Department	Bldgs/Facilities Repair/Maint	2596	Bill's Quality Cleaning	101	42210	\$53.00	
Fire Department	Conferences/Meetings	6763	F.I.R.E.	101	42210	\$1,200.00	
Fire Department	Conferences/Meetings		Jill King	101	42210	\$1,027.47	
Fire Department	Conferences/Meetings	1210725	Riverland Comm College	101	42210	\$720.00	
Fire Department	Conferences/Meetings		Ryan Henry	101	42210	\$42.07	
Fire Department	Conferences/Meetings		Wade Hoffman	101	42210	\$45.31	
Fire Department	General Operating Supplies	1008049	Ham Lake Hardware	101	42210	\$28.98	
Fire Department	Information Systems	B240319J	Anoka County Treasury Dept	101	42210	\$75.00	
Fire Department	Motor Fuels	25201376	Mansfield Oil Company	101	42210	\$665.19	
Fire Department	Motor Fuels	25201396	Mansfield Oil Company	101	42210	\$359.19	
Fire Department	Motor Fuels	25216577	Mansfield Oil Company	101	42210	\$358.89	
Fire Department	Refuse Removal	10388042T067	Ace Solid Waste, Inc.	101	42210	\$37.84	
Fire Department	Refuse Removal	10388042T067	Ace Solid Waste, Inc.	101	42210	\$92.06	
Fire Department	Safety Supplies	330588	Aspen Mills, Inc.	101	42210	\$88.45	
Fire Department	Software Licensing	316	Anoka Cty Fire Prot Council	101	42210	\$12,297.00	
Fire Department	Telephone	13864340213932	Midcontinent Communications	101	42210	\$10.53	
Fire Department	Telephone	04 2024-1	T MOBILE	101	42210	\$29.36	
Fire Department	Telephone	04 2024-2	T MOBILE	101	42210	\$99.70	
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	29681	Menards - Forest Lake	101	41940	\$3.18	
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	29843	Menards - Forest Lake	101	41940	\$17.08	
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	30357	Menards - Forest Lake	101	41940	\$11.23	



City of East Bethel

April 8, 2024

Payment Summary

General Govt Buildings/Plant	Bldg/Facility Repair Supplies	11413	Menards Cambridge	101	41940	\$89.85
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	11416	Menards Cambridge	101	41940	\$9.72
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2593	Bill's Quality Cleaning	101	41940	\$380.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2597	Bill's Quality Cleaning	101	41940	\$168.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	35031229037	Wright-Hennepin Coop Electric	101	41940	\$23.95
General Govt Buildings/Plant	Refuse Removal	10388042T067	Ace Solid Waste, Inc.	101	41940	\$93.46
Park Maintenance	Bldg/Facility Repair Supplies	1008156	Ham Lake Hardware	101	43201	\$6.38
Park Maintenance	Bldg/Facility Repair Supplies	1008470	Ham Lake Hardware	101	43201	\$57.04
Park Maintenance	Clothing & Personal Equipment	4183994255-2	Cintas Corporation	101	43201	\$13.20
Park Maintenance	Clothing & Personal Equipment	4187591006	Cintas Corporation	101	43201	\$33.84
Park Maintenance	Clothing & Personal Equipment	4188305515	Cintas Corporation	101	43201	\$33.84
Park Maintenance	Equipment Parts	133403	Menards - Forest Lake	101	43201	\$12.76
Park Maintenance	Equipment Parts	1-6374	Smith Bros. Decorating Co	101	43201	\$112.21
Park Maintenance	Equipment Parts	040135	Winnick Supply	101	43201	\$52.68
Park Maintenance	Equipment Parts	040220	Winnick Supply	101	43201	\$46.53
Park Maintenance	Motor Fuels	25201376	Mansfield Oil Company	101	43201	\$570.16
Park Maintenance	Motor Fuels	25201396	Mansfield Oil Company	101	43201	\$690.74
Park Maintenance	Motor Fuels	25216577	Mansfield Oil Company	101	43201	\$690.18
Park Maintenance	Professional Services Fees	M29039	TimeSaver Off Site Secretarial	101	43201	\$246.00
Planning and Zoning	Professional Services Fees	M28999	TimeSaver Off Site Secretarial	101	41910	\$246.00
Recycling Operations	Professional Services Fees	04 2024	Cedar East Bethel Lions	226	43235	\$419.72
Recycling Operations	Professional Services Fees	04 2024	Cedar East Bethel Lions	226	43235	\$1,300.00
Recycling Operations	Professional Services Fees	02 2024	Freimuth Enterprises LLC	226	43235	\$96.00
Recycling Operations	Professional Services Fees	03 2024	Freimuth Enterprises LLC	226	43235	\$35.00
Recycling Operations	Refuse Removal	10388042T067	Ace Solid Waste, Inc.	226	43235	\$604.53
Sewer Operations	Professional Services Fees	0001170543	Metropolitan Council Env Svcs	602	49451	\$6,071.09
Street Maintenance	Bldg/Facility Repair Supplies	11298	Menards Cambridge	101	43220	\$782.76
Street Maintenance	Bldg/Facility Repair Supplies	335510	S & S Industrial Supply	101	43220	\$17.52
Street Maintenance	Bldgs/Facilities Repair/Maint	4183994255-2	Cintas Corporation	101	43220	\$3.60
Street Maintenance	Bldgs/Facilities Repair/Maint	4187591006	Cintas Corporation	101	43220	\$9.23
Street Maintenance	Bldgs/Facilities Repair/Maint	4188305515	Cintas Corporation	101	43220	\$9.23
Street Maintenance	Clothing & Personal Equipment	4183994255-2	Cintas Corporation	101	43220	\$13.20
Street Maintenance	Clothing & Personal Equipment	4187591006	Cintas Corporation	101	43220	\$33.84
Street Maintenance	Clothing & Personal Equipment	4188305515	Cintas Corporation	101	43220	\$33.84
Street Maintenance	Clothing & Personal Equipment		Nate Ayshford	101	43220	\$120.00
Street Maintenance	Clothing & Personal Equipment		Tyler Kaiser	101	43220	\$182.75
Street Maintenance	Equipment Parts	115645136	Fleet Pride	101	43220	\$113.92
Street Maintenance	Equipment Parts	115786019	Fleet Pride	101	43220	\$29.05
Street Maintenance	Equipment Parts	335321	S & S Industrial Supply	101	43220	\$9.30
Street Maintenance	Motor Fuels	25201376	Mansfield Oil Company	101	43220	\$247.07
Street Maintenance	Motor Fuels	25201396	Mansfield Oil Company	101	43220	\$1,713.05
Street Maintenance	Motor Fuels	25216577	Mansfield Oil Company	101	43220	\$1,711.66
Street Maintenance	Motor Vehicles Parts	01P111378	ASTLEFORD INTL MINNEAPOLIS	101	43220	\$36.45
Street Maintenance	Motor Vehicles Parts	447970	Auto Nation Inc.	101	43220	\$129.92
Street Maintenance	Motor Vehicles Parts	1539-254133	O'Reilly Auto Stores Inc.	101	43220	\$51.60
Street Maintenance	Motor Vehicles Parts	1539-255262	O'Reilly Auto Stores Inc.	101	43220	\$59.97
Street Maintenance	Motor Vehicles Parts	1539-255467	O'Reilly Auto Stores Inc.	101	43220	\$32.99
Street Maintenance	Motor Vehicles Parts	1539-255510	O'Reilly Auto Stores Inc.	101	43220	\$7.63



City of East Bethel

April 8, 2024

Payment Summary

Street Maintenance	Motor Vehicles Parts	335413	S & S Industrial Supply	101	43220	\$2.24
Street Maintenance	Professional Services Fees	4030358	Gopher State One-Call	101	43220	\$8.10
Street Maintenance	Refuse Removal	10388042T067	Ace Solid Waste, Inc.	101	43220	\$269.97
Street Maintenance	Safety Supplies	1539-255466	O'Reilly Auto Stores Inc.	101	43220	\$52.98
Street Maintenance	Small Tools and Minor Equip	50025911475	WHITE CAP LP	101	43220	\$170.00
Street Maintenance	Snowplow Cutting Edges	13230	H&L Mesabi	101	43220	\$270.00
Street Maintenance	Snowplow Cutting Edges	13239	H&L Mesabi	101	43220	\$443.00
Street Maintenance	Telephone	04 2024-1	T MOBILE	101	43220	\$29.36
Water Utility Operations	Bldgs/Facilities Repair/Maint	35031229037	Wright-Hennepin Coop Electric	601	49401	\$42.95
						\$43,207.61



City of East Bethel

April 8, 2024

Payment Summary

Electronic Payroll Payments		
Payroll	PERA	\$10,197.12
Payroll	Federal Withholding	\$6,689.64
Payroll	Medicare Withholding	\$2,189.74
Payroll	FICA Tax Withholding	\$8,396.38
Payroll	State Withholding	\$3,454.97
Payroll	MSRS/H.S.A./HCSP	\$6,785.51
		\$37,713.36

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL MEETING

March 25, 2024

The East Bethel City Council met on March 25, 2024, 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: Matt Look, City Administrator
Eric Larson, City Attorney
Rodney Sanow, Fire Chief
Aaron Berg, Community Development Director
Nate Ayshford, Public Works Manager

1.0 Call to Order

The March 25, 2024, City Council meeting was called to order by Mayor Lewis at 7:00 p.m.

2.0 Pledge of Allegiance

The Pledge of Allegiance was recited.

3.0 Adopt Agenda

Mundle stated I'll make a motion to adopt tonight's agenda. Miller stated I'll second. Lewis asked any discussion? Look stated Item D, Closed Session, has been removed from the agenda for additional time to work with the City Attorney.

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

Motion passes unanimously.

4.0 Presentations and Public Hearings

4.0 A Anoka County Sheriff's Report

Lieutenant Derek Peters presented the February 2024, Sheriff's Report, stating the Sheriff's Department responded to 336 calls for service including 1 burglary, 3 thefts, 1 criminal sexual conduct, 1 assault, 5 damage to property, 12 PI accidents, 16 PD accidents, 47 medical, 24 animal complaints, 14 alarms, 4 felony arrests, 2 gross misdemeanor arrests, 5 misdemeanor arrests, 2 DUI arrests, 2 drug arrests, 3 warrant arrests, 113 traffic stops, and 32 traffic arrests.

Lewis thanked Peters for his presentation.

Informational; no action required.

4.0 B Fire Department Monthly Report

Fire Chief Sanow presented the February 2024 report and noted that they responded to 68 calls, of which 48 were medical, 2 crashes, 2 alarms, 5 burning/smoke, 5 other, 2 fires, and 4 mutual aid. He encouraged residents to obtain burning permits before burning their brush, even with the snow on the ground. He stated residents also should notify their neighbors when they were going to burn.

Lewis thanked Sanow for his report.

Informational; no action required.

5.0 Public Forum

Jim Moskalik at 19141 E. Front Blvd. NE, requested the City reevaluate the septic variance prior to the 365-waiting period. Berg explained the 365-waiting period. He noted the Council could decide to rehear the variance request if they wanted.

Lewis asked if anything had changed with respect to the circumstances since this first came up and did anything change. Mr. Moskalik responded some other projects had been approved that had similar circumstances, and he thought the Council might approve theirs now.

Lewis believed Mr. Moskalik also had a driveway issue with not having a legitimate driveway. Berg updated the Council on the status of this request. He indicated City Code required they wait a year before a request could be made again unless Council decided otherwise. He believed there were some potential options available though with respect to screening as that was one of the biggest concerns from the neighborhood. He presented some options for screening.

An audience member stated she had worked with Minnesota Native Landscapes and had put in all Minnesota native plants that were 24 inches tall at the street level, so it didn't interfere with anybody's view of anything. She noted it looked like a raised flower bed.

Larson stated the Public Forum was not the best place to have a revisitation of a denial of a variance. He suggested Mr. Moskalik put in a written formal request to the Community Development Director, who could then proceed with a property process to determine if this needed to go through the Planning Commission or if it could go directly to the Council.

Lewis agreed noting it was good to bring it up at the Public Forum but allow it to go through the normal channels. He stated he had discussed this with Berg and Look and had requested additional information on what was going on. He thanked Mr. Moskalik for bringing this back to the Council's attention.

6.0 Consent Agenda

~~Item A: Approve Bills~~

Item B: Approve Meeting Minutes March 11, 2024 City Council Work Meeting

Item C: Request for Proposals for Ice Arena Management Services

Item D: Request for Proposals for Assessor Services

Item E: Renewal of Corporate Four as the City's Insurance Agent

Item F: Res. 2024-22 Amending Res. 2024-09: Change Developer of Strandlund Farm

Item G: Final Payment for the 2023 Street Surface Improvement Project

Item H: Res. 2024-23 Declaring 2003 Recycling Center Bobcat Surplus Property

Item I: Purchase of Bobcat T66 Compact Track Loader

Item J: Class 5 Road Resurfacing Bids

Item K: Res. 2024-24 Declaring Booster West Skateboard Park Surplus Property

Item L: Purchase of Skateboard Park Equipment for Booster West Park

Item M: Amendment to Personnel Policy – Section 7.3 Earned Safe and Sick Time

Item N: Res. 2024-25 Accepting Bids: 2024 Street Surface Improvement Project

Lewis requested to pull Item A.

Mundle stated I'll make a motion to approve Consent Agenda as amended. 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.**

6.0 A Approve Bills

1 Lewis inquired about the \$50,000 Park Capital Projects MWP. Ayshford responded this was for the
 2 Coon Lake Beach playground equipment replacement. He indicated according to the quote the
 3 company was above the \$50,000, but they had cut it back to \$50,000 to meet the quote. He
 4 indicated all of the bids came close to the \$50,000.

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

8 **7.0 New Business. Commission, Association, and Task Force Reports**

9 No reports given.

10 **8.0 Department Reports**

11 **8.0 A Community Development**

12 None.

13 **8.0 B Engineer Report**

14 None.

15 **8.0 C City Attorney**

16 None.

17 **8.0 D Finance**

18 None.

19 **8.0 E Public Works**

20 **8.0 E.1 Street Light Installation at 19527 Tri Oak Circle**

21 Ayshford reviewed staff's report indicating the City of East Bethel currently has approximately 66
 22 overhead streetlights that are maintained by Connexus Energy. The City pays a set monthly fee for
 23 these lights with the majority of them are located at major intersections. The City of East Bethel also
 24 pays for the overhead streetlights atop all of the stop lights at the four major lighted intersection of
 25 Highway 65.

26 Ayshford noted a resident at 19527 Tri Oak Circle has approached the City about having a streetlight
 27 installed within their neighborhood. The resident will pay all of the installation costs as well as any
 28 reoccurring monthly fees in perpetuity. If the property is sold, the agreement will remain with the
 29 property. The proposed light would be in the public right-of-way and illuminate the street.

30 Ayshford stated the resident was asked to seek approval from all adjacent property owners that
 31 could be affected by the light. Their signatures are included as attachment #3 to the City Council's
 32 packet. Ayshford indicated the resident is seeking approval for the installation of the streetlight in the
 33 public right-of-way adjacent to their property.

34 **Mundle stated I'll make a motion to approve the installation of a streetlight at 19527 Tri Oak Circle.**
 35 **DeRoche stated I'll second.** Lewis asked any discussion?

36 Mundle asked if there was no cost to the City for doing this. Ayshford responded there was not, but
 37 the Council needed to approve the lights being put in the right-of-way. He noted this would be
 38 attached to an existing power pole, and the light was hooded to direct the light down towards the
 39 ground. He indicated normally they do not do these types of lights in neighborhoods and that was
 40 one of the reasons this was being brought to Council also.

Lewis asked if there was any particular events that triggered two different neighbors requesting lights in this neighborhood. Ayshford responded it was just a coincidence that these lights were requested and the neighbors requesting them did not know each other.

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

8.0 E.2 Street Light Installation at 4938 Tri Oak Circle

Ayshford reviewed staff’s report indicating the City of East Bethel currently has approximately 66 overhead streetlights that are maintained by Connexus Energy. The City pays a set monthly fee for these lights with the majority of them are located at major intersections. The City of East Bethel also pays for the overhead streetlights atop all of the stop lights at the four major lighted intersection of Highway 65.

Ayshford stated a resident at 4938 S Tri Oak Circle has approached the City about having a streetlight installed within their neighborhood. The resident will pay all of the installation costs as well as any reoccurring monthly fees in perpetuity. If the property is sold, the agreement will remain with the property. The proposed light would be in the public right-of-way and illuminate the street.

Ayshford noted the resident was asked to seek approval from all adjacent property owners that could be affected by the light. They attained verbal approval from all of the neighboring properties but had not received written approvals from some of the neighbors. Ayshford stated the resident is seeking approval for the installation of the streetlight in the public right-of-way adjacent to their property.

DeRoche asked what happened if the applicant did not receive the neighbor’s written permission and the City received complaints about the lights. Look noted the Council could approve this subject to obtaining written signatures of the neighbors.

Lewis believed having the approval being contingent on written neighborhood signatures was a good idea.

Mundle stated I’ll make a motion to approve the installation of a streetlight at 4938 Tri Oak Circle contingent on signatures of approval from the surrounding property owners. DeRoche stated I’ll second. Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

8.0 E.3 2024 North Metro JPA Street Maintenance Project Bids

Ayshford reviewed staff’s report indicating the following projects were approved to be bid as part of the 2024 JPA Street Maintenance program by City Council on January 22, 2024. These projects have been identified in the 2024-2028 Street Capital Improvement Plan (CIP) and include:

- 1. 150,000 LF of pavement markings
- 2. 100,000 LF of crack sealing

Ayshford stated the allocated budget for crack sealing and striping the above listed streets was \$100,000. These projects will be funded from the Street Capital Fund as identified in the 2024-2028 Capital Improvement Plan. On Friday March 15th, the City of Coon Rapids received and opened bids for the North Metro Street Maintenance Program.

Ayshford indicated the bid costs for the City’s portion of the JPA project were as follows:

Striping, 150,000 LF @ \$0.117/LF	\$17,587.00
Crack Filling 100,000 LF @ \$.50/LF	\$50,000.00
Contingency (5%)	\$ 3,380.00

1	<u>Administrative Cost (1%)</u>	<u>\$ 712.00</u>
2	Total Project Cost	\$71,679.00

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Ayshford noted the bid results are consistent with past costs and this project is budgeted in the 2024 Street Capital Fund. This contract can be amended regarding the inclusion of additional line-item bid quantities.

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Ayshford stated the remainder of the budgeted amount would remain in the Street Capital Fund and will help with anticipated higher costs of planned overlay and reconstruction projects.

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Ayshford indicated staff has reviewed the bids and recommends acceptance of the 2024 JPA Street Maintenance Agreement bids in the amount of \$71,679 and authorization to submit a letter of concurrence to the City of Coon Rapids indicating our participation in this project.

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Smith stated I'll make a motion to accept the 2024 JPA Street Maintenance bids in the amount of \$71,679 and authorization to submit a letter of concurrence to the City of Coon Rapids indicating the City's participation in the project. 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.**

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Lewis asked how much did it cost the residents to put in street lighting. Ayshford responded it depended on what was done previously, but it was approximately \$1,500 and the electricity cost of approximately \$6 per month.

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21

8.0 F Fire Department

None.

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23

8.0 G City Administrator Report

Look thanked the Public Works Department for responding to the recent snow event.

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Look indicated that one of the approvals the Council made was painting and recarpeting the public facing areas of City Hall. He indicated Ayshford's staff had done the painting instead of hiring it out and they had done a great job. He stated the new carpeting was on order.

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Lewis asked who made decisions with respect to the paint colors. Look responded it was the office staff who had made those decisions. He noted the carpet would be commercial grade and would be a darker gray color, which will not show stains as easily. He indicated the carpets were carpet squares and if one got damaged, it could easily be replaced. He stated the offices would also be done at some point in the future.

9.0 – Other Items

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34

9.0 A Staff Report

None.

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36

9.0 B Council Reports

Mundle wished everyone a Happy Easter.

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Lewis noted he had neglected to ask a question during the Consent Agenda. He asked for information regarding the assessment. Look responded in the past, the City had contracted with someone to do the assessment, but that individual had indicated he was retiring, so now the City was doing an RFP.

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42

9.0 C Other

None.

1 ~~9.0 D Closed Session~~

2 ~~9.0 D.1 Attorney Client Privilege, Minn. Stat. Section 13D.03; 13D.05, subd.3~~

3 This item was removed upon adoption of the agenda.

4

5 **10.0 Adjourn**

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

8 Meeting adjourned at 7:38 PM.

9 Submitted by:

10 Kathy Altman

11 *TimeSaver Off Site Secretarial, Inc.*

**CITY OF EAST BETHEL
ATHLETIC FACILITIES USE AGREEMENT**

THIS ATHLETIC FACILITIES USE AGREEMENT ("Agreement") is entered into this 8th day of April 2024 by and between the City of East Bethel, a Minnesota municipal corporation located at 2241 221st Ave NE, East Bethel Minnesota ("City") and The Midwest Speed Fastpitch Club, a non-profit corporation under the laws of the State of Minnesota, doing business at 14761 Erkium St NW, Ramsey, MN 55303 (" Association") (each sometimes hereinafter called "party," and both sometimes collectively called " parties").

WHEREAS, the city is the owner of Maynard Peterson Memorial Park ("City Park"), which includes an athletic field and facilities ("Athletic Facilities"): and

WHEREAS, Association is a non-profit corporation dedicated to supporting and participating in the positive development of youth recreational activities; and

WHEREAS, Association has expressed interest in being a significant user of the City Parks and desires to enter into an agreement to secure use of the Athletic Facilities for its members' recreational programs; and

WHEREAS, the city desires to provide the Association with priority use of Maynard Peterson Memorial Park ("City Park"), which includes an athletic field and facilities ("Athletic Facilities") during the term of this Agreement.

NOW THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **TERM:** This agreement shall be effective beginning April 9, 2024 and terminate December 31, 2025, unless otherwise terminated by either party pursuant to paragraph 19.

2. **PRIORITY USE:**
 - a. Association shall have priority over others reserving the Athletic Facilities for its members' recreational programs ("Priority Use"). For the purposes of this agreement the Association's member recreational programs are:
 - i. Fastpitch Softball
(collectively "Member Recreational Programs")

 - b. Association shall provide the City with a schedule for each of its Member Recreational Programs for the City approval. The following data shall be included as part of the schedule:

- i. Requested dates and times the field will be used.
- ii. The number of teams and players on each team.
(Collectively "Season Schedule")

Association shall provide the information listed above directly to City no later than twenty (20) days prior to the beginning of the Member Recreational Program season (" Schedule Deadline"). In addition, Association shall provide City with the details regarding the type of use (e. g. game, practice, tournament, etc.) promptly and ongoing as the type of use is determined by Association and Member Recreational Programs. In the event Association fails to provide City with a Season Schedule pursuant to the timeline above, in addition to any and all remedies provided at law, City may prohibit Association from using the Athletic Facilities until Association has provided the Season Schedule. City shall review the Season Schedule and notify Association of any concerns or conflicts within seven (7) days of receipt. Association acknowledges and agrees that City shall have final approval of Season Schedule at City's sole discretion. After the Schedule Deadline, the Association no longer holds Priority Use and the City may, in its sole discretion, schedule events at the City Parks with other operators. This includes the City's ability to simultaneously schedule non-Association events at the same time as Association events, provided that in the City's sole discretion, sufficient parking and accommodations exist to meet the projected need. The parties acknowledge that recreational activities may be weather dependent and therefore, Season Schedules may be modified in writing by the consent of both parties as needed. The Season Schedule does not include any Member Recreational Program tournaments ("Tournaments"). In the event the Association desires to use the Athletic Facilities for a Tournament, the Association and City may enter into an agreement to do so.

3. **PAYMENT:** Association shall pay to the City the following sums for each Member Recreation Program:
 - a. Fastpitch Softball Field Rental \$500 due on or before May 15th of each year.
 - b. Field Improvements Donation 2024 \$1,600 due on or before June 1st, 2024
 - c. Field Improvements Donation 2025 \$1,600 due on or before June 1st, 2025

Failure to pay in full by the due date shall constitute a breach of this agreement pursuant to paragraph 19.

4. **CITY RESPONSIBILITIES:** City agrees to the following responsibilities:
 - a. Provide maintenance to the Athletic Facilities including grass cutting and trimming, blowing, weed control, fertilization, aerating, and irrigation system maintenance and repair, as determined necessary in the City's sole discretion.
 - b. Provide field prep for games as needed, once per week.
 - c. Provide yearly upgrades based on the amount listed on Paragraph 3B-D.
 - d. Employ good faith efforts to maintain the Athletic Facilities in a satisfactory, safe, playable condition in accordance with best practices employed for the maintenance of similar facilities, and in compliance with general City

maintenance standards. Replace damaged or failing field equipment as needed (e. g. bases, pitching rubber, field covers, batting cage nets, outfield nets, etc.)

- e. Empty trash and recycling receptacles at the Athletic Facilities on a regular basis.
- f. Provide temporary restrooms as needed at City's discretion.
- g. Manage and maintain the scheduling of Athletic Facilities activities and events. City reserves the right, in its sole discretion, to contract with a third party to manage and maintain the scheduling. In the event the City exercises this right, notice will be provided to the Association with instructions for communicating schedules to the third party.

5. ASSOCIATION RESPONSIBILITIES: Association agrees to the following responsibilities:

- a. Prepare athletic fields for Member Recreational Programs above the once per week described in Section 4, Subsection A.
- b. Return athletic fields to good standing after every use including but not limited to, raking the batter areas, pitching mound and bases.
- c. Provide input to the city on field improvements each year.
- d. Provide the City with a Season Schedule as required in Paragraph 2.
- e. Provide the City with proof of insurance as required in Paragraph 17.
- f. Provide payment as required in Paragraph 3.

6. CONCESSION OPERATIONS: City grants the Association the right to manage and operate concessions within the Athletic Facilities during Association events.

7. COMPLIANCE WITH LAWS: Association shall comply with all applicable park rules and regulations, City and County Ordinances, and State Statutes, at their sole expense. Failure to comply may result in a breach of contract and termination of contract.

8. REPAIRS, MAINTENANCE, AND CLEANUP: Association shall inform City promptly of any needed repairs or maintenance resulting from Association use. Association shall submit a written notice to the City's Public Works Department to notify City of any needed repairs or maintenance. Association agrees to repair, replace, or compensate the City for any damage or excessive cleanup costs at the Athletic Facilities related to use of the Athletic Facilities by Association members. Damage does not include ordinary wear and tear on the athletic fields.

9. RIGHT OF ENTRANCE: Association acknowledges and agrees that it is a nonexclusive user of the Athletic Facilities and has no authority to prevent access to the Athletic Facilities by any other users or the public to the extent they do not conflict with scheduled Priority Uses. The City shall have the right to always enter the Athletic Facilities and shall always have free access to all spaces occupied by Association activities. Association may not change or alter any locks at the Athletic Facilities without

prior written approval by City.

- 10. CANCELLATIONS DUE TO WEATHER OR HEALTH CONCERNS:** City reserves the right to cancel or suspend Field and Athletic Facilities use when conditions could result in injury, risk to individual safety or health or cause damage to the Athletic Facilities. This includes cancellations when the health or safety of individuals is threatened due to impending conditions, included by not limited to heavy rains, poor drainage, poor air quality, high winds, or public health risks. City shall make a good faith effort to notify the Association by 2:00 pm on any day when the Athletic Facilities shall be closed. Association shall be responsible for notifying its Member Recreational Programs.
- 11. CAPITAL IMPROVEMENTS:** The City is responsible for Capital Improvements at Athletic Facilities which shall be made at its sole discretion. Association shall submit a written list of Capital Improvements recommendations to the City's Park and Recreation Department. The donation listed in Paragraph 3 is earmarked for capital improvements. The Association may offer a larger donation for other projects as needed.
- 12. UTILITIES:** City shall pay for all utility costs.
- 13. FIXTURES AND INFRASTRUCTURE:** All existing fixtures, permanent signs, landscaping, scoreboards and permanently installed infrastructure, including but not limited to the concession stand and shed at the Athletic Facilities shall remain property of the City but may be used by the Association during the term of this Agreement. The City agrees to allow the Association to put up a shed of 10ftx10ft for storage of field maintenance and practice supplies.
- 14. ALTERATIONS, ADDITION, IMPROVEMENTS:** Association shall not make any permanent alteration, addition, or improvements to the Athletic Facilities without prior written approval from the City. Association does not need to obtain the City's consent for temporary improvements made by the Association to the Athletic Facilities necessary to host a game, including but not limited to, portable toilets, temporary fencing, temporary signage, and trash receptacles. Any fixtures, furnishings, infrastructure, or items permanently added to the Athletic Facilities following written approval by the City shall become property of the City upon termination or expiration of this agreement and may not be removed prior to the termination or expiration of this agreement unless specifically permitted by the City.

Notwithstanding the foregoing, the Association owns and shall continue to own upon termination or expiration of this Agreement, the storage shed on the Athletic Facilities and any personal equipment or effects stored at the Athletic Facilities.

15. COMPLIANCE WITH LAWS: Association shall comply, and cause its employees and volunteers to comply, with all laws, ordinance, and regulations applicable to the operation, use, or maintenance of the Athletic Facilities.

16. INSURANCE AND INDEMNIFICATION: At all times during the term of this Agreement, and at no expense to the City, Association shall maintain the following forms of insurance and include the City as an additional insured:

- a. General Liability Insurance: This includes products liability insurance and completed operations, contractual liability coverage, and personal injury and advertising coverage in the amount of \$1,500,000 per occurrence, \$2,000,000 aggregate on account of bodily or personal injuries, including death, or on account of property damage arising from or related to the use of the Athletic Facilities.

Association shall provide evidence of such insurance prior to execution of this Agreement and at any subsequent time upon request of the city.

17. HOLD HARMLESS: Associations agrees that it shall be solely responsible for any and all liability arising in any way, manner or form out of the utilization of the Athletic Facilities for its activities and events, including but not limited to, damages incurred by or to individuals, groups, organizations, and neighboring properties, motor vehicles whether in the parking lot or adjoining roads), or other personal property. Association shall hold harmless and defend and indemnify the City, its officers, agents, and employees, from any and all claims, actions, suits, of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property whatsoever arising out of the utilization of Athletic Facilities, including the concession stand. Association must submit notice of any injuries, claims, or suits to the City within thirty (30) days of receipt of such notice.

18. TERMINATION OF AGREEMENT: City may terminate this Agreement only upon sixty (60) days' written notice to the Association, except that City may terminate this Agreement immediately upon:

- a. Breach of any of the terms of this Agreement by Association, including but not limited to a failure by Association to make timely payments pursuant to paragraph 3;
- b. The filing of a petition to have Association adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States related to bankruptcy filed by Association;
- c. The failure of Association to purchase, maintain, or provide evidence of the insurance coverage required under this Agreement; and

- d. The failure of Association to provide City with timely Season Schedules as required in paragraph 3.
- e. Mutual Agreement by the City and Association without penalty of fees or donations.

The Association may terminate this agreement via written notice immediately upon payment of any outstanding fees to the City.

19. MODIFICATION OF AGREEMENT: Any modification to this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party.

20. SEVERABILITY CLAUSE: In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

21. GOVERNING LAW: It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOFF, The City and the Association have caused this Agreement to be duly executed this 8th day of April, 2024.

Midwest Speed Fastpitch Club

City of East Bethel



Kathryn Johnson
Manager

Kevin Lewis
Mayor

THE STATE OF MINNESOTA

COUNTY OF ANOKA

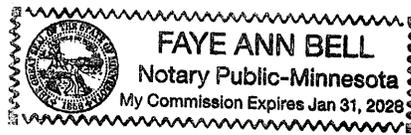
This foregoing was acknowledged before me on April 4th 2024 (date)

by Kathryn Johnson (name of signatory).

Faye Bell

Notary Public Signature

Print Faye Bell



Title Administrative Assistant

My commission expires: 1/31/2028

Acting in the County of Anoka

(Seal)

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

RESOLUTION NO. 2024-32

RESOLUTION SUPPORTING HF 5189 AND SF 5309

WHEREAS, ISD 15 School District has approached the City of East Bethel to inquire as to the possibility of collaborating to establish a connection to City utilities: and,

WHEREAS, the current well and septic systems the School is currently using have proven to be problematic, requiring upgrades to their septic pumping station: and,

WHEREAS, the well water has shown signs of contamination: and,

WHEREAS, contaminants have been found in close proximity, consisting of VOCs (DCA, methylene chloride, TCE), benzene, tannins, radium and manganese, in city wells,

WHEREAS, the Minnesota Department of Health issued a notice of designation of special well construction area in the vicinity of the East Bethel Sanitary Landfill, identified as east ½ of Section 8, the west ½ of Section 9, the west ½ of the northwest quarter of Section 9, and the west ½ southeast corner of Section 9, Township 33 North, Range 23 West. Beginning at the intersection of State Highway 65 and Sims Road Northwest, the boundary of the Special Well Construction Area extends north on State Highway 65 approximately one mile to 221st Ave Northeast, then east one mile, then west approximately one and one quarter miles, then south approximately one mile, then west approximately one and one quarter miles to the intersection of State Highway 65 and Sims Road: and;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: The East Bethel City Council and Mayor fully supports the bonding request for 10.5 million dollars, as identified in HF 5189 (Representative Scott) and SF5309 (Senator Bahr), for the purposes of investing in predesign and design, to construct City water and sewer infrastructure necessary to connect East Bethel Elementary and Cedar Creek Elementary Schools.

Adopted on the 8th of April, 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Kevin Lewis, Mayor

ATTEST:

Matt Look, City Administrator

Office of the Superintendent

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



St. Francis Area Schools

April 4, 2024

Matt Look, City Administrator
City of East Bethel
2241 221st NE
East Bethel, MN 55055

RE: HF 5189 / SF 5309: Letter of support for inclusion of East Bethel water and sewer treatment systems in the state's bonding bill

To Whom It May Concern:

The purpose of this letter is to express the school district's support for including water and sewer systems for the City of East Bethel in the state's bonding bill. Building these systems is essential to the school district and city because of current issues with school district water and septic systems as well as the desire to provide an increased tax base for the school district.

Currently, East Bethel Elementary School and Cedar Creek Elementary School are serviced by well and septic systems on our properties. Maintaining private water and sewer systems has been problematic, so the district is interested in city-provided services. In addition to the present need to upgrade the schools' septic pumping station, both schools were negatively impacted by the tannins in our well water over the past 18 months. The cloudy water that students and staff were pulling out of filtered water stations caused a level of alarm and panic; temporary remediation efforts necessitated a strong response from the school district, including shutting off all drinking fountains, providing bottled water, installing a new water softener system at Cedar Creek, and conducting multiple water quality sampling by state and local entities. Parents and community members questioned whether the schools provided a safe environment for their children. Further, it is increasingly challenging to find staff members with the special wastewater treatment license and rural water certification.

Building the systems will also help the area with planned and needed growth, which will eventually help with the tax impact on local residences and businesses. In particular, the school district recently lost an operating levy referendum request, partly because of increased taxes in the cities within the school district. Providing a stronger tax base will eventually help with the tax burden for residents of the school district.

Once again, the school district wholeheartedly supports the inclusion of water and sewer systems for the City of East Bethel in the state's bonding bill. It is the right thing to do for the City of East Bethel as well as St. Francis Area Schools.

Sincerely,

Karsten Anderson

Karsten Anderson
Superintendent

**SENATE
STATE OF MINNESOTA
NINETY-THIRD SESSION**

S.F. No. 5309

(SENATE AUTHORS: BAHR)

DATE
04/04/2024

D-PG

Introduction and first reading
Referred to Capital Investment

OFFICIAL STATUS

1.1 A bill for an act
1.2 relating to capital investment; appropriating money to connect elementary schools
1.3 in the city of East Bethel to city water and sewer infrastructure; authorizing the
1.4 sale and issuance of state bonds.

1.5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.6 Section 1. **EAST BETHEL; WATER AND SEWER INFRASTRUCTURE.**

1.7 Subdivision 1. **Appropriation.** \$10,500,000 is appropriated from the bond proceeds
1.8 fund to the Public Facilities Authority for a grant to the city of East Bethel to predesign,
1.9 design, construct, and equip city water and sewer infrastructure to connect East Bethel
1.10 Elementary School and Cedar Creek Elementary School to city water and sewer systems.
1.11 This appropriation includes money for a new water tower, a new water treatment facility,
1.12 new wells, and associated water and sewer infrastructure necessary to complete the project.

1.13 Subd. 2. **Bond sale.** To provide the money appropriated in this section from the bond
1.14 proceeds fund, the commissioner of management and budget shall sell and issue bonds of
1.15 the state in an amount up to \$10,500,000 in the manner, upon the terms, and with the effect
1.16 prescribed by Minnesota Statutes, sections 16A.631 to 16A.675, and by the Minnesota
1.17 Constitution, article XI, sections 4 to 7.

1.18 **EFFECTIVE DATE.** This section is effective the day following final enactment.

This Document can be made available in alternative formats upon request

State of Minnesota

HOUSE OF REPRESENTATIVES

NINETY-THIRD SESSION

H. F. No. 5189

04/02/2024 Authored by Scott
The bill was read for the first time and referred to the Committee on Capital Investment

1.1 A bill for an act
1.2 relating to capital investment; appropriating money to connect elementary schools
1.3 in the city of East Bethel to city water and sewer infrastructure; authorizing the
1.4 sale and issuance of state bonds.

1.5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.6 Section 1. EAST BETHEL; WATER AND SEWER INFRASTRUCTURE.

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1.10 Elementary School and Cedar Creek Elementary School to city water and sewer systems.
1.11 This appropriation includes money for a new water tower, a new water treatment facility,
1.12 new wells, and associated water and sewer infrastructure necessary to complete the project.

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1.14 proceeds fund, the commissioner of management and budget shall sell and issue bonds of
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1.16 prescribed by Minnesota Statutes, sections 16A.631 to 16A.675, and by the Minnesota
1.17 Constitution, article XI, sections 4 to 7.

1.18 EFFECTIVE DATE. This section is effective the day following final enactment.

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



Date: April 8, 2024

Agenda Item Number: 6.0 D

Agenda Item: Resolution Supporting HF5189 and SF 5309

Background Information:

Conversations were reinitiated with ISD15 School District relating to their interest in supporting a State bonding request for a water tower and water treatment plant in the vicinity of Highway 65 and Sims Road. On April 4th, 2024, Staff received a letter from the School District (see attached), indicating their support for the City’s effort to secure State bonding dollars to fund the necessary infrastructure required to treat, pressurize and reach East Bethel Elementary School and Cedar Creek Elementary School, with City Sewer and Water services. Representative Scott and Senator Bahr have both been instrumental in getting this before the Capital Investment and Bonding Committees.

Recommendation: Please review and support, via resolution, the bonding bills currently under consideration.

Attachments:

- 1. School District Letter of Support
- 2. Copy of HF 5189
- 3. Copy of SF 5309

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

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



Date: April 8, 2024

Agenda Item Number: 7.0 A1

Agenda Item: Planning Commission Appointment

Background Information:

On February 12, 2024, Commissioner Joe Reiter submitted a resignation to the members of the City Council which created an open position on the Planning Commission to be filled.

City staff advertised the opening and have received two (2) Letters of Interest. The Letters of Interest are attached for your review and consideration.

Planning Commission: The Planning Commission conducted interviews of both candidates at its March 26, 2024 meeting. At the conclusion of the interviews the commission voted to recommend the appointment of Eldon Holmes for a partial term expiring January 31, 2026.

Recommendation: City Council should review the applicants attached Letters of interest and Resumes, consider the Planning Commission’s recommendation, and consider appointing candidate to fill the Planning Commission vacancy.

Attachments:

1. Eldon Holmes – Letter of interest
2. Diana Saenger – Letter of interest and Resume

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

March 18, 2024

Sirs;

I would like to express my interest in joining the Planning and Zoning Commission. I was a member of this commission for approximately 14 years previously, and was chair on the commission twice. I enjoyed the commission very much and look forward to being on it again. I left the commission, as I accepted an important job of teaching minority's and handicapped individuals on how to work in the construction trade. It just happened to be on Tuesdays.

I have lived in East Bethel for the past 22 years with my wife of 51 years and 3 children. I have always enjoyed living here and trying to stay on top of what's going on in the city.

I was a graduate of Columbia Heights High School and Dunwoody Institute. I have taken some courses at the U of M. I have been a autobody man for approximately 42 years, while also being in construction for approximately 54 years. I am now retired. I have had two businesses, a body Shop in Fridley, MN and a construction Company in Coon Rapids. I have been a company roving superintendent taking care of approximately 110 people. I also was a construction estimator for three companies with some projects having costs of over 2 million dollars. I have taught construction code, estimating, and construction installation. I was an Election Judge a few times for the City of East Bethel.

I feel that having been on the commission before, is a plus for my reason to return to the commission.

Thank you for your consideration,

A handwritten signature in cursive script, appearing to read "Eldon Holmes", with a long horizontal flourish extending to the right.

Eldon Holmes

DIANA SAENGER

47 Dogwood Road - 12-802-660 - manddiana1@msn.com

To whom it may concern,

I have recently heard of the recent resignation of a Commissioner on the Planning Commission in mid-February. My apologies if I have missed, but did not find notice of request for application to replace the vacancy. I am recently retired, very excited about this possible opportunity and wish to be considered for the vacancy and the opportunity to serve the community in which I have lived for all of my 56 years.

My interest in joining the Planning and Zoning Commission stems from my career as well as my volunteer work in obtaining Anoka County CDBG Grant funds for community development projects as a volunteer for 501C3 community centers and my commitment to my City, its officials and our residents.

I have included my resume in which I hope you find contains the knowledge and experience required to benefit our East Bethel Planning Commission. I am 56 years old and although retired from employment in Government I am not quite ready for just sitting in a lounge chair unchallenged. I enjoy volunteering in my community, assisting to provide services and feel I can serve my City and its residence well in this role.

If you agree and allow me the consideration, I will work hard and take a place on this team of whom act as the planning agency for city development.

Thank you for the time to review my letter and resume. I hope to be added for consideration at the March 26th Committee Meeting. Please notify me if I need to be present at the meeting in which I believe begins at 7:00pm.

Sincerely,

Diana Saenger

Enclosure

Resume of Diana Saenger

[REDACTED], East Bethel, MN 55092

[REDACTED]@msn.com

Cell- [REDACTED]

Objectives

Manage administrative processes for Minnesota Cities and Park Boards as a professional working to aid in and contribute to efficient and effective administrative processes while building inter-agency relationships within the City, its partners and business partners. Ensure compliance to city, county, state and federal regulations and law. To manage operations utilizing sound judgement and creative thinking with flexibility enabling positive contributions towards process development and improved public services and developments.

Education

Concordia University-BA-Summa Cum Laude, Business Administration

Anoka-Ramsey Community College - AAS, Business Technology

St. Cloud State University/MCFOA- Municipal Clerks Program

Experience

Contract Administrator, Minneapolis Park and Recreation Board (MPRB)– January 2021– February, 2024 | 33 N. 9th Street, Minneapolis, MN 554

This role, reporting directly to the Chief Finance Officer, the Contract Administrator provides oversight and management of the MPRB's vendor contracts both professional services as well as commodity, commodity services and construction contracts. Serve as the procurement liaison, working directly with the City of Minneapolis Procurement Office to perform as a technical resource on contract procurement policies, procedures, and to ensure compliance by staff and the safeguarding of MPRB assets. Ensure compliance with city ordinance and state statutes as applicable. This position supports the broader efforts of all MPRB functions that are consistent with the organization's mission, values, goals and Comprehensive Plan.

- Evaluate suppliers bids and/or advertise for request for proposals, proposal review for products and services, negotiate contracts, and ensuring that approved purchases are cost-efficient and of high quality.
- Evaluate the needs of departments, write specifications, and assist department staff in writing specifications.
- Ensure that products and services are procured at the lowest possible price, or best value to the City, work with departments to determine who should be awarded bids and ensure that product/service offered meets specifications and terms of contracts are met.
- Represent the City in contacts with suppliers when researching product and service availability.
- Apply the correct statutes, ordinances, tax letters, court rulings and administrative rules that affect the purchasing process.
- Train City staff in purchasing procedures, needs analysis and contract compliance by conducting training sessions, holding meetings and answering questions regarding purchasing procedures.
- Ensure that prevailing wage, environmental protection, target market program, small and underutilized businesses program and equal opportunity laws are followed in the bidding and contract award process.
- Resolve disputes between suppliers and departments that may arise with respect to quality of services or merchandise received, timeliness of delivery, etc.

Buyer, Finance & Property Services - February 2019-September 2022City of Minneapolis, Public Works Department | 33 N. 9th Street, Minneapolis, MN 55403

- Evaluate suppliers, products, and services, negotiate contracts, and ensuring that approved purchases are cost-efficient and of high quality.
- Evaluate the needs of departments, write specifications, and assist department staff in writing specifications.
- Ensure that products and services are procured at the lowest possible price, or best value to the City, work with departments to determine who should be awarded bids and ensure that product/service offered meets specifications and terms of contracts are met.
- Represent the City in contacts with suppliers when researching product and service availability.
- Apply the correct statutes, ordinances, tax letters, court rulings and administrative rules that affect the purchasing process.
- Train City staff in purchasing procedures, needs analysis and contract compliance by conducting training sessions, holding meetings and answering questions regarding purchasing procedures.
- Ensure that prevailing wage, environmental protection, target market program, small and underutilized businesses program and equal opportunity laws are followed in the bidding and contract award process.
- Resolve disputes between suppliers and departments that may arise with respect to quality of services or merchandise received, timeliness of delivery, etc.
- Investigate the market value, coordinate the sale of surplus goods and minimize the cost of disposal of hazardous items.
- Maintain accurate records and files on every contract, including documenting conversations, negotiations regarding bid interpretation and the signing by both supplier and buyer.
- Evaluate supplier performance based on prices, deliveries and information received from user departments relative to product acceptability and supplier services.
- Post bids and specifications on the City and third-party websites.
- Manage the processing of purchase requisitions, purchase orders and contracts within City enterprise procurement systems.
- Guide other City departments in the use of the enterprise procurement system to effectively and efficiently utilize system capabilities

Public Works Operations Analyst - December 2007– February 15, 2019City of Minneapolis, Public Works Department | 33 N. 9th Street, Minneapolis, MN 55403

- Project Lead/Coordinator managing relationship with Metropolitan Council and Downtown Transportation Management Organization (TMO). Manage through Federal Grant Funds.
- Financial System resource for PW Traffic & Parking Division.
- Author, coordinate, negotiate, and manage lease, professional service, product and service bids, and grant contracts.
- Work closely with Community Planning & Economic Development Department on use contracts and leases of city capital infrastructure/MNDOT property leases, and associated project planning.
- Manage marketing activities, material design and creation, coordinate with outside partners to provide incentives for sports facilities, commuter, visitor, and transit combo plans.
- Investigate procedures, processes, field operations and work activities; analyze and make recommendations aimed at making service delivery more efficient.
- Monitor spending and actual budget, make recommendations to correct spending and assist in identifying and implementing cost reduction and control measures.

- Work to support management agreement between MNDOT and City for operation of the ABC Ramps and their projects in accordance with the MNDOT Maintenance and Operation Plan, I-394 Third Avenue North Distributer Garages (Ramp A, B and C).
- Support Parking Engineer with projects as needed.
- Coordinate capital improvement projects through multiple funding sources.
- Consult with Division Heads to identify areas needing research and investigation.
- Evaluate policy changes and make recommendations when investigations indicate policy changes are required.
- Prepare requests for Council Actions as both functional lead and as support of other division team members.
- Collect and compile information from other jurisdictions and other sources regarding 'best practices' for public works activities.
- Assist Division in establishing good performance measurement systems using financial and budget criteria and operational methods.
- Develop strategies to effectively communicate findings and issues to elected officials, Public Works management, other City Departments and other agencies.
- Participate in the evaluation, analysis and development of long range plans.
- Jointly develop business plans for operating functions with the Public Works Traffic & Parking Division staff.
- Represent the Public Works department at meetings with other departments, community meetings, and outside agencies.

Coordinator of Admin Services, Program Asst. to CFO – August, 1993 – December, 2007
City of Minneapolis, Finance Department | 250 S 5th Street, Minneapolis, MN 55403

- Assist with the preparation of the annual budget and long term financial plans.
- Monitor spending and actual budget, make recommendations to correct spending and assist in identifying and implementing cost reduction and control measures.
- Function as contract manager for the assigned department overseeing procurement and acting as liaison with Civil Rights regarding contractual requirements.
- Organize contract writing, review and process for approvals to enhance the probability of approvals.
- Coordinate contract writing with the City Contract Administrator and the Procurement Office, seeking guidance and assistance when appropriate.
- Prepare and submit or assist with the preparation of resolutions for acceptance of funds for contracts and for Requests for Proposals over \$50,000.
- Assist management and other staff in putting together Request for Proposals and professional Service Contracts and provide them with liaison and direction to the procurement office.
- Ensure appropriate insurance and bonding on contracts and that all requirements are met.
- Hire, train, supervise, evaluate, and discipline support personnel.
- Coordinate annual business plan updates and assist in the development of performance measures.
- Provide guidance, advice, and support to directors, managers, and supervisors on personnel issues, including position management, Family Medical Leaves, recruitment strategies, and acts as an employee services representative.
- Monitor enterprise information management resource plan.
- Work with the Human Resources Department to develop training for staff.
- Direct the collection, preparation and study of management information data, write, reports and documentation and recommend changes in policies, procedures and operations.
- Function as a liaison with BIS facilitating business information services and related resource management.
- Coordinate information technology and information management needs with management. .
- Identify and coordinate information management strategies and ensure compliance with Enterprise Information Management policy.

- Manage the purchase, maintenance, and repair of office furniture, business technology, and telecommunications equipment for the department.
- Coordinate web design and maintenance for the department.

Skills

- ❖ Knowledge of organizational and management principles, program planning, evaluation, communication methods and techniques.
- ❖ Knowledge of City, State and Federal policies and regulations governing the operation of city departments and their funding sources.
- ❖ Knowledge of theory and analysis, including performance and effectiveness measures.
- ❖ Working knowledge of financial and management systems used in the City, its computer operations/applications/software.
- ❖ In depth understanding of the organization/operations, and work environment.
- ❖ Strong written and verbal presentations skills.
- ❖ Good human relations skills with strong written and verbal presentations skills.
- ❖ Excellent communication skills

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



Date: April 8th, 2024

Agenda Item Number: 7.0 A2

Agenda Item: IUP Commercial Kennel – 625 221St Ave NE - Andrew Benik

Requested Action: Consider a request for an IUP Commercial Dog Kennel

Background Information: On or about December 20th, 2023, Andrew Benik dropped of an application for a Kennel IUP at City Hall. City Staff researched the information provided in the application, City Code and the process for getting a Commercial Kennel operation approval. Since Mr. Benik intended on kenneling other individual's dogs beside his own this met the definition of a Commercial Kennel.

Mr. Benik's property is 4.35 Acres and is located in a Rural Residential zoning district of the city. He was advised that due to the location of his property he couldn't be issues an IUP for a Commercial Kennel. Mr. Benik agreed to withdraw his application and asked for a map of the Commercial and Industrial Zones of the city.

If applied for and approved, as an IUP for a Private Kennel, Mr. Benik's property would permitted four (4) dogs belonging to him and not permit customers dogs or be open to the general public.

ARTICLE II. – DOGS, DIVISION 1. – GENERALLY, Section. 10-19. - Definitions.

Commercial kennel means any place where a person accepts dogs from the general public and keeps such dogs for the purpose of boarding.

Private kennel means any place where more than two dogs over four months of age are kept or harbored, provided that such animals are owned by the owner or lessee of the premises on which they are kept or harbored.

ARTICLE II. – DOGS, DIVISION 2. Sec. 10-54. - Kennel license.

(e) No private kennel licenses shall be issued on parcels of 2½ acres or less. No commercial kennel licenses shall be issued in zoning districts other than commercial and industrial districts. The city shall not approve variances to allow private kennel licenses on parcels of less than 2½ acres, and shall not approve variances or other zoning devices to allow commercial kennel licenses in zones other than commercial and industrial districts.

On or about January 18th, 2024, the city started to receive calls about social media advertising by Mr. Benik for Dog Bathing, Dog Day Care and Boarding under the business name Court's Camp Dog Care, with an accompanying website. Although the website use the location of "East Bethel" it did not provide a specific address for the facility. City Staff confirmed with the MN Secretary of State Business Filings that the Business's registered office was in fact Mr. Benik's residence on January 8th, 2024.

Contact was made with Mr. Benik on January 19th, 2024, advising him that a commercial kennel was not permitted in a residential zone. Mr. Benik responded asking what steps he could take to attempt to get approval. He was advised that administratively City Staff can not authorize a Commercial Kennel however the City Council could hear his request and make a determination.

On January 24, 2024, Mr. Benik delivered an application and associated fees for an IUP – Commercial Kennel, located at 625 221st Ave NE.

At the February 27th, 2024 Planning Commission meeting the Commercial Kennel request by Andrew Benik was presented and a Public Hearing was held. During the discussion there was a request by the Planning Commission for additional information and the item was requested to be brought to the March meeting. The request was for approval information of an existing Commercial Kennel in a residential neighborhood.

Staff conducted searches of existing IUP data bases for any Commercial Kennels. Although numerous Private Kennel IUP's were located there are no records for any Commercial Kennels. Staff are aware of a property located at 22359 Bataan St NE with multiple IUP's (Private Kennel, Dog and Cat Food Distribution Home Occupation and the operation of an Animal Contractual Services Home Occupation), DBA Gratitude Farms. The conditions of the Animal Contractual Services IUP include, but are not limited to:

1. Property is not to be used for a commercial kennel or commercial boarding facility.
2. Boarding of dogs is limited to a 10 day quarantine period, at which time the dogs are required to be move off-site.
3. Municipal contracts will be required to be filed with the City of East Bethel.

This is not permitted as a Commercial Kennel or boarding facility and is not permitted to accept dogs from the general public, only those dogs in connection with an established Municipal Animal Services Contract. (Res 2021-74)

Planning Commission: On March 26, 2024, the Planning Commission was provided the additional information requested and after a discussion a formal recommendation of denial was approved by a 5-0 vote.

Recommendation: City Council should review the request, consider the Planning Commission's formal recommendation and deny the IUP as presented in Resolution 2024-26.

Attachments:

1. Resolution 2024-26
2. Location Map
3. Aerial Map
4. Resolution 2021-74

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

**CITY OF EAST BETHEL
ANOKA COUNTY, MINNESOTA**

RESOLUTION NO. 2024-26

A RESOLUTION DETERMINING FINDINGS OF FACT AND DENYING THE APPLICATION FOR INTERIM USE PERMIT, AS APPLIED FOR BY ANDREW BENIK , FOR THE OPERATION OF A COMMERCIAL KENNEL AT 625 221ST AVE NE, EAST BETHEL, MINNESOTA, PROPERTY IDENTIFICATION NUMBER: 06-33-23-43-0014.

WHEREAS, the City of East Bethel on January 24, 2024 received an application from Andrew Benik for an Interim Use Permit requesting permission to operate a Commercial Kennel on a property located at 625 221st Ave NE, East Bethel, Minnesota 55011, affecting property further described as PIN: 06-22-23-43-0014.

WHEREAS, 625 221st Ave NE, East Bethel, Minnesota 55011, is zoned Rural Residential.

WHEREAS, Andrew Benik had been advised by the City in December 2023 that a Commercial Kennel was not permitted in a residential zoning district according to city code, and,

WHEREAS, City Ordinance prescribes the requirements that must be met in order qualify for a Commercial Kennel, and,

WHEREAS, the Benik proposed operation is classified as a Commercial Kennel, within the city, as regulated under City Ordinance Section 10-19, and 10-54, and,

WHEREAS, the applicable provisions of City Ordinance 10-19 provides the following definition: “Commercial kennel means any place where a person accepts dogs from the general public and keeps such dogs for the purpose of boarding.”

WHEREAS, the applicable provisions of City Ordinance 10-54 provide as follows: “No private kennel licenses shall be issued on parcels of 2½ acres or less. No commercial kennel licenses shall be issued in zoning districts other than commercial and industrial districts. The city shall not approve variances to allow private kennel licenses on parcels of less than 2½ acres, and shall not approve variances or other zoning devices to allow commercial kennel licenses in zones other than commercial and industrial districts.”

WHEREAS, on February 27, 2024, a public hearing for the interim use permit was held at the Planning Commission meeting; and

WHEREAS, the Planning Commission reviewed the interim use permit request; and

WHEREAS, as a result of the review, the Planning Commission recommends denial to City Council of the interim use permit based on the following findings of facts:

1. The applicants proposed location is 625 221St Ave NE, East Bethel, Minnesota 55011, a Rural Residential zoned parcel.
2. City Ordinance 10-19 defines a Commercial Kennel as any place where a person accepts dogs from the general public and keeps such dogs for the purpose of boarding.
3. Provisions of City Ordinance 10-54 prohibit commercial kennel licenses to be issued in zoning districts other than commercial and industrial districts.
4. The city shall not approve variances or other zoning devices to allow commercial kennel licenses in zones other than commercial and industrial districts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of East Bethel as follows:

That the Interim Use Permit - Kennel application dated January 24, 2024, by Andrew Benik, is hereby denied.

Adopted this 8th day of April, 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Kevin Lewis, Mayor

ATTEST:

Matt Look, City Administrator

625 221st Ave NE - Location Map

Item 7.0 A2 Attachment 2



1 inch equals 298 feet



Parcels
City Mask

625 221st Ave NE - Aerial Map

Item 7.0 A2 Attachment 3



COUNTY R
74
ROAD
221ST AVE NE

QUINCY ST NE

QUINCY ST NE

1 inch equals 226 feet



Parcels
City Mask

10/18/2021 11:54 AM

Fees/Taxes in the Amount of: \$46.00

Pamela J. LeBlanc

Anoka County Property Records and Taxation

Property Tax Administrator and

Recorder/Registrar of Titles

Deputy: tddavis

CITY OF EAST BETHEL
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION NO. 2021-74

A RESOLUTION GRANTING AN INTERIM USE PERMIT FOR THE OPERATION OF AN ANIMAL CONTRACTUAL SERVICE HOME OCCUPATION ON PROPERTY LOCATED AT 22359 BATAAN ST NE (PIN 03-33-23-31-0004, 03-33-23-31-0003), DBA GRATITUDE FARMS.

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 33, RANGE 23, ANOKA COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 208.73 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 208.73 FEET; THENCE WEST AND PARALLEL WITH THE FIRST COURSE A DISTANCE OF 208.73 FEET MORE OR LESS TO A POINT WHERE SAID LINE INTERSECTS THE WEST LINE OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE NORTH ON SAID WEST LINE A DISTANCE OF 217 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST QUARTER OF SOUTHWEST QUARTER; THENCE NORTH ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE WEST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER TO THE POINT OF BEGINNING.

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 33, RANGE 23, ANOKA COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 208.73 FEET TO THE POINT OF TBEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 208.73 FEET; THENCE WEST AND PARALLEL WITH THE FIRST COURSE A DISTANCE OF 208.73 FEET MORE OR LESS TO A POINT WHERE SAID LINE INTERSECTS THE WEST LINE OF THE NORHEAST QUARTER OF SOUTHWEST QUARTER; THENCE NORTH ON SAID WEST LINE A DISTANCE OF 217 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER TO THE EAST LINE OF THE NORHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

WHEREAS, City Council approved the initial interim use permit for an animal contractual service home occupation at 22359 Bataan St NE on July 1, 2009; and,

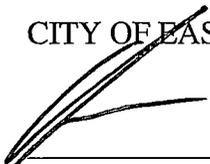
WHEREAS, the City of East Bethel has received no valid code compliance complaints pertaining to existing interim use permits on this property and,

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 operation of an animal contractual service home occupation on property located at 22359 Bataan St NE with the following conditions:

1. Property is not to be used for a commercial kennel or commercial boarding facility.
2. Boarding of dogs is limited to the quarantine period of 10 days, at which time the dogs will be required to be moved to an off-site facility.
3. Municipal contracts will be required to be filed with the City of East Bethel.
4. Permit will expire when:
 - a. The property is sold, or
 - b. There is non-compliance of IUP conditions.
5. The City's designated inspector and all other personnel under the direction and control of the City whom the inspector believes necessary must be allowed access for inspection purposes upon 12-hours notice to ensure compliance with all applicable conditions.
6. The site will be inspected and evaluated annually by the Minnesota Board of Animal Health. Copies of the Minnesota Board of Animal Health inspections shall be furnished to the City upon receipt of the inspection report.
7. Kennels for quarantined dogs must not exceed fifteen (15).
8. Housing enclosures for the dogs must be located in an enclosed facility.
9. All dogs must be confined to the premises.
10. Accumulations of feces must be removed at such periods as will ensure that no leaching or objectionable odors exist, and the premises must not become unsightly.
11. City Council reserves the right to modify conditions of the IUP at any time, where deemed appropriate.
12. Gratitude Farms will be required to request an amendment to the IUP in cases where contractual service obligations exceed the parameters of the IUP.

Adopted by the City Council of the City of East Bethel on this 11th day of October, 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: April 8, 2024

Agenda Item Number: 7.0 A3

Agenda Item: Variance Request – General Regulations - Detached Accessory Structure placement nearer to Front Lot Line than Primary Structure and a reduction in the rear yard setback – 18440 3rd St NE – Steven Franker.

Requested Action: Consider a variance request at 18440 3rd St NE.

Background Information: The city has received an application for a variance on this property, which is located in a Rural Residential (RR) Zoning District, in the Bear Hollow Subdivision. The property owner is requesting a variance for the placement of a detached accessory structure closer to the front lot line than the principal building and a reduction in rear yard setback standard from 25 feet to 18 feet.

Zoning Appendix A. General Regulations – Section 14-2.F states, “No accessory building or detached private garage shall be located nearer the front lot line than the principal building except when the lot is three acres or greater and the existing principal building is located a minimum of 200 feet from the lot line. Then the accessory building or detached private garage may be located closer to the front lot line than the principal dwelling, but not closer than 50 percent of the principal dwelling’s setback.

This property is 2.02 acres, with the primary structure set back approximately 95 feet from the front lot line. This request does not meet the criteria set forth to allow the structure to be placed closer to the road, so a variance would be required for the placement of a detached accessory structure. Additionally, the property is irregularly shaped, backs the Oak Grove city boundary on the west, and has two ponds / wetlands, as well as the septic tanks and drainfield south of the principal dwelling. The well is located north of the principal dwelling making placement of the proposed detached accessory structure behind the front foundation line of the principal dwelling impractical.

The consideration of a variance requires the Planning Commission to consider a three-factor test for practical difficulties:

- The first factor, a test of reasonableness, means that the landowner would like to use the property in a practical way but cannot do so under the rules of the ordinance. It does not mean that the land cannot be put to any reasonable use whatsoever without the variance. For example, if the variance application is for a building too close to a lot line or does not meet the required setback, the focus of the first factor is whether the request to place a building there is reasonable.

In this case:

- ***Accessory Structures are a permitted accessory use in the RR Single Family Residential Zoning District.***
- The second factor is that the landowner’s problem is due to circumstances unique to the property and not caused by the landowner. The uniqueness generally relates to the physical characteristics of the particular piece of property, that is, to the land and not personal characteristics or preferences of the landowner. When considering the variance for a building to

encroach or intrude into a setback, the focus of this factor is whether there is anything physically unique about the particular piece of property, such as sloping topography or other natural features like wetlands.

In this case:

- *This property is irregular shaped due to the city's west boundary and the curve of 3rd St NE.*
 - *There are two (2) ponds/ wetland on the south half of the property.*
 - *The septic tanks and drain field are located on the south side of the principal dwelling.*
 - *The well is located north of the principal dwelling.*
- The third factor is that a variance would not alter the essential character of the neighborhood. This factor is used to consider whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the surrounding area. For example, when thinking about the variance for an encroachment into a setback, the focus is how the particular building will look closer to a lot line and if that fits in with the character of the area.

In this case:

- **Seven (7) of the 30 parcels in Bear Hallow have detached accessory structures.**
- **Three (3) of the seven (7) are nearer the front line than the primary structure.**
- **The property abuts a 160 acres of land owned by the MN DNR Forestry Land.**

Planning Commission: On March 26, 2023, the Planning Commission held a Public Hearing and no one spoke except for the applicant. At the conclusion of the public hearing and discussion the Planning Commission made a formal recommendation to the City Council to approve the variance request by a 5-0 vote.

Recommendation: City Council should review the request, consider the Planning Commission's formal recommendation and consider approving the variance request for the placement of a detached accessory structure nearer to the front lot line than the principal dwelling and a reduction of the standard rear yard setback from 25 feet to 18 feet with conditions as presented in Resolution 2023-27.

Attachments:

1. Resolution 2023-27
2. Location Map
3. Aerial Map
4. Site Plan

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

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

RES. NO. 2024-27

A RESOLUTION **APPROVING** A VARIANCE FOR THE PLACEMENT OF A STRUCTURE NEARER TO THE FRONT PROPERTY LINE THAN THE PRINCIPAL STRUCTURE AND A REDUCTION FROM THE REAR YARD SETBACK STANDARD OF 25 FEET TO 18 FEET FOR THE CONSTRUCTION OF A RESIDENTIAL DETACHED ACCESSORY STRUCTURE ON PROPERTY LOCATED AT 18440 3rd ST NE (PIN: 31-33-23-32-0001)

LOT 1 BLOCK 3 BEAR HOLLOW

WHEREAS, the property owner requested a variance for the placement of a detached accessory structure nearer to the front property line than the principal structure, and;

WHEREAS, the property owner requested a variance in the reduction of the rear yard setback standard from 25 feet to 18 feet for the placement of a detached accessory structure, and;

WHEREAS, the Planning Commission held a public hearing on March 26, 2024; and,

WHEREAS, the Planning Commission finds the request:

1. Is a reasonable use of the property;
 - The property owner is requesting to build a detached accessory structure in which he may keep his vehicles and general storage. This use is listed as an accessory use in the Rural Residential (RR) Zoning District.
2. Is a unique situation to this property due to circumstances not caused by the landowner;
 - Due to the irregular shape of the lot, the placement of the principal dwelling, the well and septic location along with multiple ponds/wetlands located on the property alternative placement is impractical.
3. Will not have a negative effect the characteristic of the neighborhood;
 - There are multiple properties in this subdivision with detached accessory structures. Three (3) are closer to the front lot line of the property than the principal structure.
 - The construction of a detached accessory structure will also maintain the character of the neighborhood by providing an enclosed structure in which the property owner can store vehicles and other items, screening them from all adjacent properties.
 - The property abuts a 160 acres of land owned by the MN DNR Forestry Land.

WHEREAS, the Planning 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 placement of a detached accessory structure closer

to the front property line than the principal structure and a reduction of the rear yard setback standard from 25 feet to 18 feet for the placement of a detached accessory structure for the construction of a residential detached accessory structure on property located at 18440 3rd St NE with the following conditions:

1. No accessory structure larger than allowed by zoning code for the size of the property shall be permitted.
2. Property owner must obtain a building permit and complete all necessary inspections as required by the Minnesota Uniform Building Code.
3. Property owner must obtain a driveway permit and complete all necessary inspections as required by the City Ordinance.

Adopted by the City Council of the City of East Bethel on this 8th day of April, 2024.

CITY OF EAST BETHEL

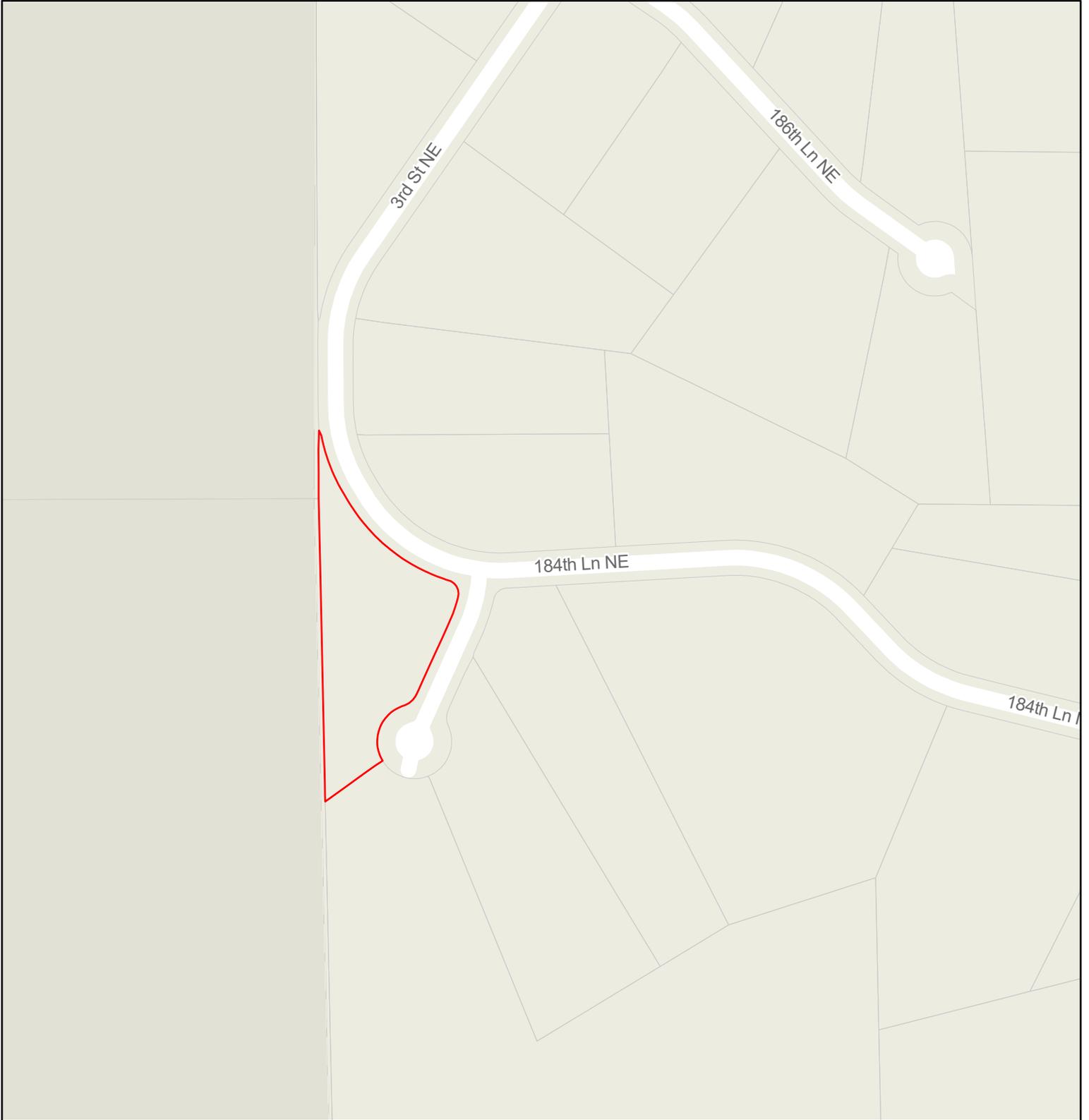
ATTEST:

Matt Look, City Clerk

Kevin Lewis, Mayor

18440 3Rd St NE - Location Map

Item 7.0 A3 Attachment 2



1 inch equals 359 feet

Parcels

 City Mask



18440 3Rd St NE - Aerial Map

Item 7.0 A3 Attachment 3



Parcels

 City Mask

1 inch equals 271 feet





PROPOSED
ACCESSORY
BUILDING

PROPOSED
DRIVEWAY

WELL

SEPTIC TANK

SEPTIC DRAIN FIELD

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



Date: April 8th, 2024

Agenda Item Number: 7.0 A4

Agenda Item: Variance Request - Second driveway in an R-1 Residential Zone.

Requested Action: Consider a variance for a second driveway at 20910 Buchanan St NE.

Background Information:

On February 22, 2024, the City of East Bethel received a Variance Application from Scott Pflipsen, the property owner at 20910 Buchanan St NE, for the construction of a second driveway/ access to his parcel off of Buchanan St NE. In 2021, Mr. Pflipsen, was permitted to construct a detached accessory structure on his property. Due to the placement of the primary residence on the north side of the parcel and its proximity to the side yard lot line, Mr. Pflipsen constructed the detached accessory structure on the south side of the primary residence. The layout of the home placed the garage on the north side of the house, away from the detached accessory structure. This orientation places the driveway/access nearly 75 feet away from the newly constructed detached accessory structure. Adding to the existing driveway to get the detached accessory structure would taking up the majority of his front yard. A driveway that provides direct access to the second garage could look better than an extension that runs parallel to the city ROW through the front yard.

On March 19, 2021, when Mr. Pflipsen applied for his detached accessory structure permit he indicated that there would be "no second driveway."

SECTION 10. - GENERAL DEVELOPMENT REGULATIONS, Sub.15. - Driveway access and standards.

A. Access requirements.

- 1) Properties in the R1, R2, and CL districts are allowed one access point from a public street.

There are two (2) other parcels in the Hidden Haven County Club Estates that appear to have second driveways. A historical review of the GIS Aerial's provide information that one of them existed prior to 2008 when the ordinance revision occurred prohibiting second driveways from R-1 and R-2 Zoned parcels.

The consideration of a variance requires the consideration of a three-factor test for practical difficulties. In this case it could be argued that the practical difficulties can be partial met therefore alternative findings of fact have been included for consideration.

- The first factor, a test of reasonableness, means that the landowner would like to use the property in a practical way but cannot do so under the rules of the ordinance. It does not mean that the land cannot be put to any reasonable use whatsoever without the variance.

In this case:

- ***The property owner is requesting for a second driveway to access a detached accessory structure is reasonable as adequate ingress and egress are necessary for a structure intended to store vehicles.***

Or alternatively;

- ***The denial of a variance to place a second driveway on a property does not deny the landowner reasonable use of the property, as detached accessory structure and subsequent access are not a requirement of development standards of a primary residence.***
- The second factor is that the landowner’s problem is due to circumstances unique to the property and not caused by the landowner. The uniqueness generally relates to the physical characteristics of the particular piece of property, that is, to the land and not personal characteristics or preferences of the landowner.

In this case:

- ***The primary residence was constructed on the north side of the lot.***
- ***The layout of the home placed the garage on the north side of the house, away from the detached accessory structure.***
- ***The primary driveway/access is nearly 75 feet away from the newly constructed detached accessory structure.***

Or alternatively;

- ***An alternative access exists by way of connection to the approved existing access.***
- The third factor is that a variance would not alter the essential character of the neighborhood. This factor is used to consider whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the surrounding area. For example, when thinking about the variance for an encroachment into a setback, the focus is how the particular building will look closer to a lot line and if that fits in with the character of the area.

In this case:

- ***There are two other properties in the subdivision with second driveways.***
- ***A driveway that provides direct access to the second garage would look better than an extension that runs parallel to the city ROW through the front yard.***

Or alternatively;

- ***The property is located in an R-1 Zoning district with smaller lot size minimums decreasing the distance between driveways.***
- ***Of the 61 properties in the subdivision, 1 (one) has a second driveway that existed prior to zoning controls prohibiting such.***

Planning Commission: On March 26, 2024, the Planning Commission held a Public Hearing and reviewed the application information. There were multiple neighbors who spoke in both opposition and support of the request. Concerns ranged from property values, prescient, potential business, extra vehicles, and deterrent for future home buyers. Support from three (3) neighbors were voiced and the applicant presented a document with 24 additional neighborhood signatures in support. By a 3-2 vote, the Planning Commission recommends approval of the variance request for the placement of a second driveway at 20910 Buchanan St NE.

Recommendation: City Council should review the request, consider the Planning Commission’s formal recommendation and approve or deny the variance request for a second driveway as presented in Resolution 2023-28A or B.

Attachments:

1. Resolution 2023-28A & B
2. Location Map
3. Aerial Map
4. Survey

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

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

RES. NO. 2024-28

A RESOLUTION **GRANTING** A VARIANCE FOR THE PLACEMENT OF A SECOND DRIVEWAY ON PROPERTY LOCATED AT 20910 BUCHANAN ST NE (PIN: 17-33-23-23-0021)

LOT 14 BLOCK 2 HIDDEN HAVEN CTRY CLUB EST 3RD

WHEREAS, the property owner requested a variance for the placement of a second driveway on a property in an R-1 Zoning District, and;

WHEREAS, the Planning Commission held a public hearing on March 26, 2024; and,

WHEREAS, the Planning Commission finds the request:

1. Is a reasonable use of the property;
 - The property owner is requesting for a second driveway to access a detached accessory structure is reasonable as adequate ingress and egress are necessary for a structure intended to store vehicles.
2. Is a unique situation to this property due to circumstances not caused by the landowner;
 - The primary residence was constructed on the north side of the lot.
 - The layout of the home placed the garage on the north side of the house, away from the detached accessory structure.
 - The primary driveway/access is nearly 75 feet away from the newly constructed detached accessory structure.
3. Will not have a negative effect the characteristic of the neighborhood;
 - There are two other properties in the subdivision with second driveways.
 - A driveway that provides direct access to the second garage would look better than an extension that runs parallel to the city ROW through the front yard.

WHEREAS, the Planning 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 for the placement of a second driveway on an R-1 Zoned property, located at 20910 Buchanan ST NE with the following conditions:

1. Property owner must obtain a city driveway access permit and complete all necessary inspections as required.

Adopted by the City Council of the City of East Bethel on this 8th day of April, 2024.

CITY OF EAST BETHEL

ATTEST:

Matt Look, City Clerk

Kevin Lewis, Mayor

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

RESOLUTION NO. 2024-28

A RESOLUTION **DENYING** A VARIANCE FOR THE PLACEMENT OF A SECOND DRIVEWAY ON PROPERTY LOCATED AT 20910 BUCHANAN ST NE (PIN: 17-33-23-23-0021)

LOT 14 BLOCK 2 HIDDEN HAVEN CTRY CLUB EST 3RD

WHEREAS, the property owner requested a variance for the placement of a second driveway on a property in an R-1 Zoning District, and;

WHEREAS, the Planning Commission held a public hearing on March 26, 2024; and,

WHEREAS, the Planning Commission has conducted a review of Appendix A, Section 10, Sub. 15 – Driveway Access Standards; and

WHEREAS, as a result of the review and such public hearing the Planning Commission recommends to the City Council the denial of the variance request for the placement of a second driveway on a property in an R-1 Zoning District; and,

WHEREAS, City Council completed a review of the variance, along with Planning and Zoning Commission recommendation; and

WHEREAS, City Council denies the variance for the placement of a second driveway on a property in an R-1 Zoning District; and

WHEREAS, based on the criteria for granting a variance under City Code Appendix A, Section 4-10 D.4, City Council finds the following findings of fact to support the denial of the variance request:

1. The property owner proposed to use the property in a reasonable manner not permitted by an official control.
 - The denial of a variance to place a second driveway on a property does not deny the landowner reasonable use of the property, as detached accessory structure and subsequent access are not a requirement of development standards of a primary residence.
2. The plight of the property owner is due to circumstances unique to the property not created by the landowner.
 - An alternative access exists by way of connection to the approved existing access.
3. Will have a negative effect the characteristic of the neighborhood.
 - The property is located in an R-1 Zoning district with smaller lot size minimums decreasing the distance between driveways.

- Of the 61 properties in the subdivision 1 (one) has a second driveway that existed prior to zoning controls prohibiting such.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby denies the variance for the placement of a second driveway, on a property in an R-1 Zoning District, at 20910 Buchanan St NE.

Adopted by the City Council of the City of East Bethel this 8th day of April, 2024.

CITY OF EAST BETHEL

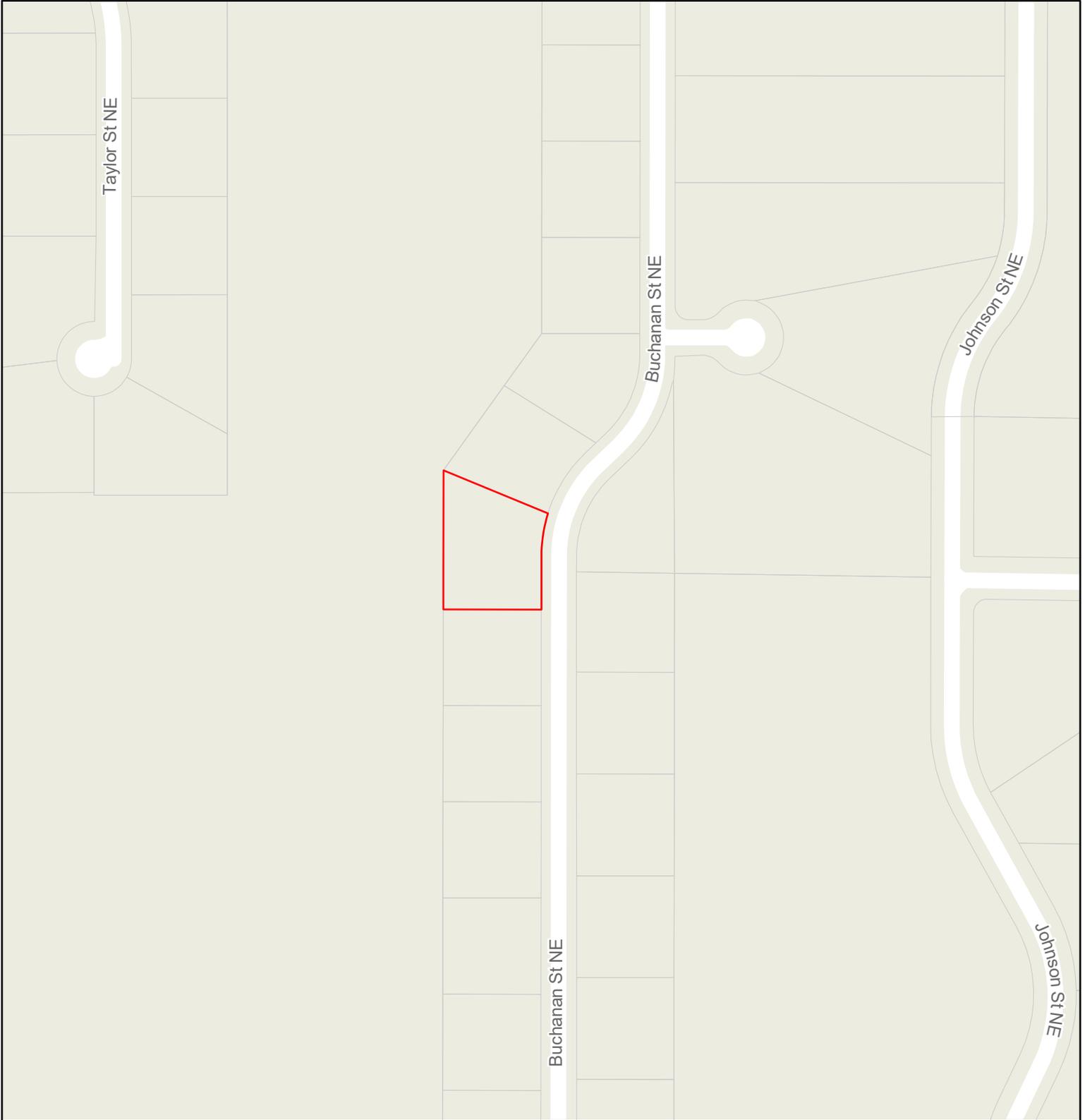
Kevin Lewis, Mayor

ATTEST:

Matt Look, City Administrator

20910 Buchanan St NE - Location Map

Item 7.0 A4 Attachment 2



1 inch equals 359 feet

Parcels

 City Mask



20910 Buchanan St NE - Aerial Map

Item 7.0 A4 Attachment 3



Parcels

 City Mask

1 inch equals 271 feet





2021-00175

Item 7.0 A4 Attachment 4

2241 221st Ave. NE • East Bethel, MN 55011
Phone: (763) 367-7844 • Fax: (763) 434-9578



PERMIT APPLICATION FOR RESIDENTIAL ACCESSORY STRUCTURE

Job Address: 20910 Buchanan St. N.E.
Owner's Name: Scott Pflipsen Phone: [REDACTED]
Email: [REDACTED]

General Contractor (If being used): N/A Phone: N/A.
E-mail: N.A. Contractor's Lic. #: N.A.

Do you intend on running a home occupation from the structure: YES NO
Do you have an Interim Use Permit to run a Home Occupation: YES NO

If yes, a copy of the IUP must be provided with this application.

Type of work: Shed Garage Pole Building Other: _____

Total Sq. Ft.: * 1180 Sidewall Height: ** 12' Bldg Height: 24'-9"
***If a pole building is 2,000 sq ft. or more, building plans must be signed by a structural engineer.**
****If the sidewall height is taller than 12 ft or more, engineer approval is required.**

Total number of accessory structures currently on site: 1

Total Sq. Ft. of accessory structures currently on site: 120

Zoning: _____ Acres: .94 Shoreland Overlay District: YES NO

Driveway plans for new accessory structure: no driveway

Will there be two architectural features on front facade: yes

Will the color of the siding match or coordinate with the primary structure: yes

Valuation of Work*: \$ 40,000 / 41,000

*Based on cost of material and labor as if you were to hire a contractor.

SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, HEATING AND A/C, FIREPLACE, AND FIRE SPRINKLERS. **PLUMBING AND SEPTIC ARE NOT ALLOWED IN A DETACHED ACCESSORY STRUCTURE.** THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HERIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

TOTAL AMOUNT DUE \$ 933⁷⁰

Permit Cost will be calculated based on Valuation of project per 1997 UBC Table 1-A. You will be contacted with total due once project has been approved.

Signature of Contractor or Authorized Agent: _____ Date: _____

Signature of Owner (if owner builder): [Signature] Date: 3-14-21

Building Approval: [Signature] Date: 3/19/21

Zoning Approval: _____ Date: _____

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



Date: April 8, 2024

Agenda Item Number: 7.0 A5

Agenda Item: Interim Use Permit Amendment (IUP) – B & T Trucking, 1311 229th Ave NE, Taras Martynenko

Requested Action: Consider an IUP Amendment to permit limited auto sales in a Light Industrial (I) Zone.

Background Information: B & T Trucking is an over-the-road trucking company that's been in business for over 20 years and has been operating in East Bethel for over 8 years. On May 10, 2021, an IUP was issued by Resolution 2021-28 to allow the continued operation of the business in compliance with city zoning code. Over the past 8 years, the property remains neat and orderly; non-compliance has not been an issue. A street view photo of the property is attached for review.

As with any long haul operation the transportation vehicles accumulate miles and it becomes more cost effective to replace rather than continuing to repair. The owners intend to sell the used fleet and replace with new trucks and or trailers as needed. MN State Statute 168.27 requires a motor vehicle dealer license be obtained by anyone engaged in the direct sales or leases more than 5 vehicles within a 12 month period (new or used). A motor vehicle dealer's license from the MN Dept. of Public Safety requires city zoning verification.

B & T Trucking is located at 1311 229th Ave NE, which is Zoned Light Industrial. SECTION 48. – LIGHT INDUSTRIAL (I) DISTRICT code identifies motor vehicle sales as a prohibited use.

SECTION 04. - APPLICATIONS AND PROCEDURES (I.) Amendment. Holders of a CUP or IUP may propose amendments to the permit at any time following the procedures for a new permit set forth in this chapter. No significant changes in the circumstances or the scope of the permitted uses shall be undertaken without approval of those amendments by the city council. The city shall determine what constitutes significant change. Significant changes include, but are not limited to, hours of operation, number of employees, expansion of structures and/or premises, and operational modifications resulting in increased external activities and traffic, and the like. The planning commission may recommend and the city council may approve significant changes and modifications to CUPs or IUPs, including the application of additional or revised conditions.

B & T Trucking is requesting an amendment to the conditions of their IUP to permit the sale or transfer of vehicles in order to continue the business operations.

The existing IUP conditions are identified in Resolution 2021-28 and include:

1. Permit shall expire when:
 - a. The property is sold, or
 - b. Non-compliance of IUP conditions.
2. No more than fifteen (15) tractor 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.

Planning Commission: On March 26, 2024, the Planning Commission held a Public Hearing where no one spoke. After review of the information and a discussion the Planning Commission, by a 5-0 vote, formally recommend denial to the city council for an amendment to the IUP to permit limited auto mobile sales at 1311 229th Ave NE, zoned Light Industrial (I).

Recommendation: City Council should review the request, consider the Planning Commission’s formal recommendation and approve or deny the IUP Amendment as presented in Resolution 2024-29A or B. If the request is approved staff request that the IUP Agreement be amended to limit auto mobile sales to fleet only vehicles, owned by the business, as identified in Resolution 2024-29A. The amended agreement shall be fully executed no later than May 1st, 2024.

Attachments:

1. Resolution 2024-29A or B
2. Location Map
3. Aerial Map
4. Street View
5. Resolution 2021-28

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

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

RESOLUTION 2024-29

A RESOLUTION **GRANTING** AN INTERIM USE PERMIT AMENDMENT FOR B & T TRUCKING, LOCATED AT 1311 – 229TH 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 amendment to allow limited motor vehicle sales to 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 March 26, 2024; 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 already exists under an IUP and is requesting a amendment to aid in continued operations.
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 amendment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the interim use permit amendment to allow for the business known as B & T trucking, defined as a truck or motor freight terminal to operate at 1311 – 229th 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. Motor Vehicle sales are permitted however limited to company owned fleet vehicles.
4. The Interim Use Permit is not transferable to any other businesses.
5. The property must remain neat and orderly and trucks and trailers shall be screened from the public right-of-way.
6. The fenced storage area must not be expanded from the existing footprint.
7. City Council, at their discretion, may modify conditions at any time.

Adopted by the City Council of the City of East Bethel on this 8th day of April, 2024.

CITY OF EAST BETHEL

Kevin Lewis, Mayor

ATTEST:

Matt Look, City Administrator

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

RESOLUTION 2024-29

A RESOLUTION **DENYING** AN INTERIM USE PERMIT AMENDMENT FOR B & T TRUCKING, LOCATED AT 1311 – 229TH 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 amendment to allow limited motor vehicle sales to 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 March 26, 2024; 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 already exists under an IUP and is requesting an amendment to aid in continued operations.
2. Will have a negative effect on the values of property and scenic views.
 - Existing IUP conditions require that no more than fifteen (15) tractor trailers may be stored on the property at any given time.
 - Existing IUP conditions require trucks and trailers shall be screened from the public right-of-way.
 - The display of for sale use motor vehicles behind screening is impractical.
 - Motor vehicle sales are defined as a prohibited use in the Light Industrial District.

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby denies the interim use permit amendment to allow for limited motor vehicle sales at business known as B & T trucking, defined as a truck or motor freight terminal operating at 1311 – 229th Avenue NE.

Adopted by the City Council of the City of East Bethel on this 8th day of April, 2024.

CITY OF EAST BETHEL

Kevin Lewis, Mayor

ATTEST:

Matt Look, City Administrator

1311 229th Ave NE - Location Map



1 inch equals 211 feet



-  Parcels
-  City Mask

1311 229th Ave NE - Aerial Map

Item 7.0 A5 Attachment 3



-  Parcels
-  City Mask

1 inch equals 190 feet





FOR SALE
763-232-2148

B&T
TRUCKIN'
HIRING DRIVERS
60 CENTS PER MILE



FOR SALE
763-232-2148

B.T.
TRUCKS
LONG TRUCKS
80 CENTS PER WEEK

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

RESOLUTION 2021-28

A RESOLUTION GRANTING AN INTERIM USE PERMIT FOR B & T TRUCKING, LOCATED AT 1311 – 229TH 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.

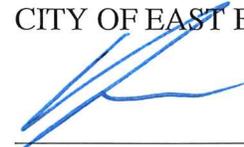
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the interim use permit to allow for the business known as B & T trucking, defined as a truck or motor freight terminal to operate at 1311 – 229th Avenue NE with the following conditions:

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 10th 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: April 8, 2024

Agenda Item Number: 7.0 A6

Agenda Item: Conditional Use Permit Amendment – 1282 187th LN NE – Designing Earth Contracting, INC.

Requested Action: Consider a CUPA for the placement of a temporary storage structure to be placed in the approved exterior storage yard.

Background Information: Designing Earth Contracting, INC., an East Bethel company is in the finishing stages of their new 19,000 sq. ft. facility, located on at 1282 187th Ln NE. The applicant is requesting to expand the previously approved exterior storage yard to include a 40' x 80' (3,200 sq. ft.) prefabricated, PVC fabric, hoop framed Detached Accessory Structure for general storage.

Property Zoning

The property is zoned (I) – Light Industrial, in which Construction, Trade, and Service Businesses is permitted by Condition Use Permit (CUP).

Code Requirements

Exterior storage is also regulated as a conditional use as required by Appendix A, Sec. 48, 4, E.

Detached Accessory Structures

Sec. 14. - Detached Accessory Structures. *All accessory buildings and/or structures over 200 square feet in size require a building permit prior to construction, unless specifically exempt under this ordinance.*

Architectural Design

Sec. 14, 3. - Architectural and design requirements. Detached accessory structures over 200 square feet shall comply with the following:

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

Size and number of accessory structures

Sec. 14, 4. - A. Size of accessory structure:

- 1) All accessory structures greater than 200 square feet must comply with the following regulations.
 - a) Roof pitch shall be no less than the minimum required by the International Building Code and shall not be the focal point of the property.

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

The main portion of the DEC Facility is on a 4 acre parcel with an adjacent 2 acre parcel. According to size regulations a 4 acre lot would allow for a 2,700 sq. ft. accessory structure. If combined a 6 acre parcel would allow for a 3,240 sq. ft. accessory structure.

Planning Commission: On March 26, 2024, the Planning Commission held a Public Hearing which there was no public comment. After a review of the application material and hearing from the applicant the Planning Commission, by a 5-0 vote recommended approval of the CUPA with the a condition that the CUPA be revisited in 5 years from the date of approval.

Recommendation: City Council should review the request, consider the Planning Commission’s formal recommendation and approve or deny the CUPA as presented in Resolution 2024-30A or B. Additionally, an amended CUP Agreement must be fully executed by the owner.

Attachments:

1. Resolution 2024-30A or B, Approval or Denial of CUPA for Designing Earth Contracting, INC.
2. Location Map
3. Aerial Map
4. Section 14 - Detached Accessory Structures
5. Existing Building Architecture
6. Proposed Accessory Building Architecture

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

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

RESOLUTION NO. 2024-30

A RESOLUTION **DENYING** A CONDITIONAL USE PERMIT AMENDMENT FOR THE PLACEMENT OF A TEMPORARY DETACHED ACCESSORY STRUCTURE IN THE PERMITTED EXTERIOR STORAGE AREA ON PROPERTY LOCATED AT 1282 187TH LN NE (PIN: 32-33-23-24-0018)

**LOTS 10 & 11 BLK 1 SAUTERS COMMERCIAL PARK, EX RD, SUBJ
TO EASE OF REC**

WHEREAS, the property owner requested a Conditional Use Permit Amendment (CUPA) for the placement of a temporary detached accessory structure in the exterior storage area; and

WHEREAS, the Planning Commission held a public hearing on March 26, 2024; and

WHEREAS, a review of Appendix A, Section 14, Detached Accessory Structures was conducted; and

WHEREAS, as a result of such public hearing and a review of Appendix A, Section 14, the Planning Commission recommends to the City Council the denial of the variance request for the CUPA; and,

WHEREAS, City Council completed a review of the CUPA, along with Planning and Zoning Commission recommendation; and

WHEREAS, City Council denies the CUPA for the placement of a temporary detached accessory structure in the exterior storage area; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby denies the CUPA for the placement of a temporary detached accessory structure in the permitted exterior storage area.

Adopted by the City Council of the City of East Bethel this 8th day of April, 2024.

CITY OF EAST BETHEL

Kevin Lewis, Mayor

ATTEST:

Matt Look, City Administrator

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

RES. NO. 2024-30

A RESOLUTION **APPROVING** A CONDITIONAL USE PERMIT AMENDMENT FOR THE PLACEMENT OF A TEMPORARY DETACHED ACCESSORY STRUCTURE IN THE PERMITTED EXTERIOR STORAGE AREA ON PROPERTY LOCATED AT 1282 187TH LN NE (PIN: 32-33-23-24-0018)

**LOTS 10 & 11 BLK 1 SAUTERS COMMERCIAL PARK, EX RD, SUBJ
TO EASE OF REC**

WHEREAS, on July 10th, 2023, City Council approved the original conditional use permit to include 70,000 sq. ft. of exterior storage; and

WHEREAS, the property owner requested a Conditional Use Permit Amendment (CUPA) for the placement of a temporary detached accessory structure in the permitted exterior storage area; and, and;

WHEREAS, City staff reviewed the request and determined the conditional use permit amendment will not be detrimental to the health, environment or safety of the community; and

WHEREAS, the Planning Commission held a public hearing on March 26, 2024; and,

WHEREAS, the Planning Commission reviewed the amendment request; and

WHEREAS, as a result of the review, the Planning Commission recommends approval to City Council of the Conditional Use Permit Amendment with conditions.

1. The temporary structure placement shall be valid for a term of 5 years, expiring on April 8, 2029, at which time the applicant will be required to re-apply.
2. An amended Condition Use Permit Agreement must be executed on or before May 1st, 2024.

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 Conditional Use Permit Amendment for the placement of a temporary detached accessory structure in the permitted exterior storage area detached accessory structure on property located at 1282 187th Ln NE.

Adopted by the City Council of the City of East Bethel on this 8th day of April, 2024.

CITY OF EAST BETHEL

ATTEST:

Matt Look, City Clerk

Kevin Lewis, Mayor

Location Map - DEC

Item 7.0 A6 Attachment 2



-  Parcels
-  City Mask

1 inch equals 505 feet



1282 187th Ln NE -Aerial Map

Item 7.0 A6 Attachment 3



Parcel Information:

32-33-23-24-0018

EAST BETHEL

MN 55011

Plat: SAUTER'S COMMERCIAL PARK

Approx. Acres: 4.07603923

Commissioner: JULIE BRAASTAD

Owner Information:

JSN ULYSSES HOLDINGS LLC

18651 BUCHANAN ST NE

EAST BETHEL

MN

55011



SECTION 14. DETACHED ACCESSORY STRUCTURES

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

1. Permit regulations.

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

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

2. General regulations.

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

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

(Ord. No. 46, Second Series, 9-25-2013; Ord. No. 48, Second Series, 2-5-2014; Ord. No. 48, Third Series, 6-4-2014; Ord. No. 2020-03, 3-9-2020; Ord. No. 2021-06, 10-11-2021; Ord. No. 2023-18, § 2, 9-25-23)

3. Architectural and design requirements.

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

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

(Ord. No. 48, Third Series, 6-4-2014; Ord. No. 2021-06, 10-11-2021; Ord. No. 2023-18, § 3, 9-25-23)

4. Size and number of accessory structures.

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

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

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

- a) Roof pitch shall be no less than the minimum required by the International Building Code and shall not be the focal point of the property.
- b) Accessory structures shall be of similar design and building materials as the principal building. Pole buildings shall match the design of the principal structure as practical as possible.

-
- c) Accessory structures less than 200 square feet in all districts shall be limited to a sidewall height no greater than eight feet.
 - 2) Storage containers shall not be calculated as allowable accessory structure square footage or number.
 - 3) One storage container, up to 320 square feet, is allowed on properties of one acre to four acres. An additional 80 square feet is allowed for each acre thereafter.
- B. Fire escapes, landing places, open terraces, outside stairways, cornices, canopies, eaves, window protrusions, and other similar architectural features that extend no more than two feet into the required front, side, and rear yard setback are exempt from the detached accessory structure square footage calculation.
- (Ord. No. 46, Second Series, 9-25-2013; Ord. No. 48, Second Series, 2-5-2014; Ord. No. 48, Third Series, 6-4-2014; Ord. No. 2020-03, 3-9-2020; Ord. No. 2021-06, 10-11-2021; Ord. No. 2023-18, § 4, 9-25-23)

5. Exemptions.

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

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

- A. Do not adversely affect surrounding properties;
 - B. Are removed or placed more appropriately on the property at the request of the city.
- (Ord. No. 19, Second Series, 5-5-2010; Ord. No. 2023-10, 5-8-2023)

















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



Date: April 8, 2024

Agenda Item Number: 8.0 G.1

Agenda Item: Spring Town Hall Meeting

Background Information:

The spring Town Hall Meeting is generally held in April and is proposed for a date that doesn't conflict with any other municipal or school district meetings. Staff has reviewed and found there to be no conflicts with the evening meeting schedules for ISD #15, ISD #831, or any East Bethel Commissions or Committees in April 2024 for the dates listed below:

Available dates in April:

- Tuesday, April 16th
- Thursday, April 18th
- Thursday, April 25th
- Wednesday, April 17th
- Wednesday, April 24th
- Tuesday, April 30th

Attachment(s):

Fiscal Impact:

Recommendation(s):

Staff is requesting that City Council set a date for the 2024 Spring Town Hall Meeting.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

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



Date: April 8, 2024

Agenda Item Number: 8.0 G.2

Agenda Item: Contractual Agreement for Services to evaluate fire management and consultation

Requested Action: Consider approving the contract

Background Information: The city was given a presentation by Mr. Jerry Streich, CEO of Capstone, LLC out of Nowthen Minnesota.

Recommendation: City Council should review the contract and approve. Contract to begin on May 5th, 2024 will include but not be limited to a review of fire department operations, policies, procedures, financial needs and department morale.

Attachments:

1. Contractual Agreement for Services.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

**CONTRACTUAL AGREEMENT FOR SERVICES
FIRE SERVICE CONSULTATION AND MANAGEMENT**

THIS AGREEMENT, dated this **14th** day of **March, 2024**, entered into by and between the **CITY OF EAST BETHEL**, a Minnesota municipal corporation, 2241 221st Ave NE 55011, hereinafter referred to as the “Municipality” and **CAPSTONE LLC**, a Minnesota Limited Liability Company, 19070 Lithium Street NW, Nowthen, Minnesota 55303, hereinafter referred to as the “Consultant”.

WHEREAS, the Municipality is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to them; and

WHEREAS, the Consultant is agreeable to providing such consulting services to the Municipality on the terms set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Municipality and the Consultant (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

A. SERVICES PROVIDED

1. The Municipality hereby agrees to engage the Consultant to provide the Municipality with the following consulting services (the “Services”):

- a. **PRIMARY SERVICE – REVIEW FIRE DEPARTMENT OPERATIONS**

1. Provide general assistance with a broad review of the emergency response services and compare them with best practices and standards.
2. Review capital equipment needs and budgets.
3. Create a survey for fire department personnel input.
4. Review policies and procedures.
5. Review personnel needs, qualifications, and training.
6. Review the recruitment and retention plan.
7. Review the organizational hierarchy.
8. Determine needs, wants, and wishes.
9. Interview Stakeholders and personnel.
10. Identify operational and capital financial needs.
11. Other tasks needed to create viable options for the city to consider.

- b. **OPTIONAL SERVICES - TO BE DISCUSSED AND APPROVED BY THE CITY COUNCIL (At additional cost).**

1. Review the city’s emergency response plan.
2. Update the city’s emergency response plan.
3. Provide training to city staff and Council on their role during a community emergency or disaster.

2. The Services will also include any other consulting tasks which the Parties may agree on as the formation of such department come together.

B. COMPENSATION

1. The City agrees to pay the Contractor \$10,000 as full and complete payment for the materials and services rendered pursuant to this Agreement. Contractor shall also be reimbursed for reasonable mileage expenses between Contractor's office and City facilities at the current IRS mileage reimbursement rate for services required by the Contract Documents.
2. Payments to the Contractor by the City shall be made within 30 days of completion and acceptance of the final report and recommendations.
3. No claim for payment by consultant shall be paid unless it is detailed and otherwise in compliance with the claim requirements of Minn. Stat. §§ 471.38; 471.391; and any other applicable law. Before paying a claim that involved the use of materials or labor supplied by someone other than the Consultant, the Municipality may require Consultant to supply proof of payment for such materials or labor. Claims for payment will be audited, reviewed, and processed for payment by the Municipality during the next regularly scheduled City Council meeting after a claim is submitted.

C. OTHER PARTIES

1. If the Municipality permits the use of subconsultants, no subconsultant may perform any work under this Agreement without first providing Municipality certificates of insurance showing all of the coverage required in Section E of this Agreement. Consultant shall be responsible for the performance of all subconsultants. Consultant shall pay the subconsultants for undisputed services provided by them within 10 days of receiving payment from the Municipality.

D. INDEMNIFICATION

1. All claims that arise or may arise against consultant, its agents, servants, or employees as a consequence of any act or omission on the part of the Consultant or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the Municipality. Consultant shall indemnify, hold harmless, and defend the Municipality, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Municipality, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Consultant, its agents, servants or employee, in the execution, performance, or failure to adequately perform Consultant's obligations pursuant to this Agreement.
2. Nothing in this Agreement shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

E. INSURANCE

1. Consultant agrees that it will provide and always maintain during the term of this Agreement such insurance coverages as are indicated herein and that will otherwise comply with the provisions that follow. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this agreement. The provisions of this section shall also apply to all subconsultants, other lower tier Consultants, independent Consultants engaged by Consultant with respect to this Agreement, and Consultant shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. All policies required by this Agreement shall be issued by financially responsible insurers licensed to do business in the State of Minnesota. Consultant shall not commence or perform any work under this Agreement until certificates of insurance are presented to the Municipality showing the required coverages are in full force and effect with at least the required coverage limit amounts.

2. Consultant shall maintain during the entire term of this Agreement the following insurance coverage and provide Municipality a certificate of insurance showing such coverage before providing any services under this Agreement: (1) Commercial general liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence; (2) Business automobile liability coverage with liability limits of at least \$1,000,000; and (3) Workers' compensation insurance. If Consultant is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance, Consultant may provide a written statement of exemption specifying the particular provision of Minn. Stat. §176.041 that exempts Consultant from having to carry such coverage.

F. INDEPENDENT CONTRACTOR

1. Consultant acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Municipality and Consultant. No employee related withholdings or deductions shall be made from payments due Consultant. Consultant shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers' compensation or unemployment benefits. Consultant shall always be free to exercise initiative, judgment, and discretion in how best to perform or provide the services identified herein.

2. Nothing within this Agreement shall be deemed to prohibit the Consultant from working for other municipalities or clients. Nothing in the Agreement prohibits the Municipality from retaining the services of other public safety consultants as the Municipality deems appropriate or necessary.

H. TERM OF AGREEMENT

1. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of both the Consultant and the Municipality.
2. The cost of the work to be performed by Consultant, but not limited to expenses, shall not exceed the sum of \$10,000 without the prior written approval of the Municipality.
3. This Agreement may be terminated by either party delivering to the other party written notice of termination.
4. In the event of termination by the Municipality, the Municipality shall pay the Consultant for work completed and expenses incurred prior to the effective date of the termination.

I. GENERAL TERMS

1. Consultant shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations including but not limited to, all safety standards now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which Consultant is responsible. Consultant shall procure, at Consultant’s expense, all permits, licenses, or other rights required for the provision of the services contemplated by this Agreement. Consultant shall inform Municipality of any changes in any of the above permits, licenses, or other rights issued within five days of occurrence. If a permit or permission must be obtained by Municipality before Consultant can perform services under this Agreement, Consultant shall immediately notify Municipality of this need and shall assist Municipality as needed to obtain the permit or permission.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
3. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.
4. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
5. Any reports, budgets, passwords, or other materials created during the formation of this department, become the property of the Municipality. However, any further distribution of this material by the Municipality shall note the Consultant as the source.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date and year first written above.

CITY OF EST BETHEL

By: _____
Kevin Lewis, Mayor

And: _____
Matt Look, City Administrator

CAPSTONE LLC

By: _____
Jerry L. Streich, CEO