

**City of East Bethel
City Council Agenda
City Council Regular Meeting
Date: April 22, 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. ACSO Monthly Report (p. 3-9)
 - 1. Introduction of the Deputies
- B. Fire Department Monthly Report (p. 10-13)

5.0 Public Forum

6.0 Consent Agenda (p. 14-15)

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. 16-19)
- B. Minutes: March 11, 2024 City Council work meeting (p. 20-23)
- C. Minutes: March 25, 2024 City Council work meeting (p. 24-26)
- D. Minutes: April 8, 2024 City Council meeting (p. 27-42)
- E. Res 2024-33 Accepting Bids for the 2024 Street Reconstruction Project (p. 43-47)
- F. Res 2024-34 Authorizing Governmental Body to be Party to MnWARN (p. 48-58)
- G. Fireworks Contract for Booster Day 2024 (p. 59-60)
- H. Accept Paid on Call Fire Fighter Resignation (p. 61)

7.0 New Business - Commission, Association and Task Force Reports

- A. Planning Commission (None)
- B. Economic Development Authority (None)
- C. Park Commission (None)

8.0 Department Reports

- A. Community Development
 - 1. Variance Reconsideration - 19141 East Front Blvd NE (p. 62-89)
- B. Engineer (None)
- C. City Attorney (None)
- D. Finance (None)

- E. Public Works (None)
- F. Fire Department (None)
- G. City Administrator (None)

9.0 Other

- A. Staff Report
- B. Council Reports

10.0 Adjourn

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



Date: April 22, 2024

Agenda Item Number: Item 4.0 A

Agenda Item: Sheriff's Department Report

Background Information:

Lieutenant Derek Peters will present the Anoka County Sheriff's Office monthly report and introduce the Anoka County Deputies assigned to East Bethel for 2024.

Attachment(s):

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

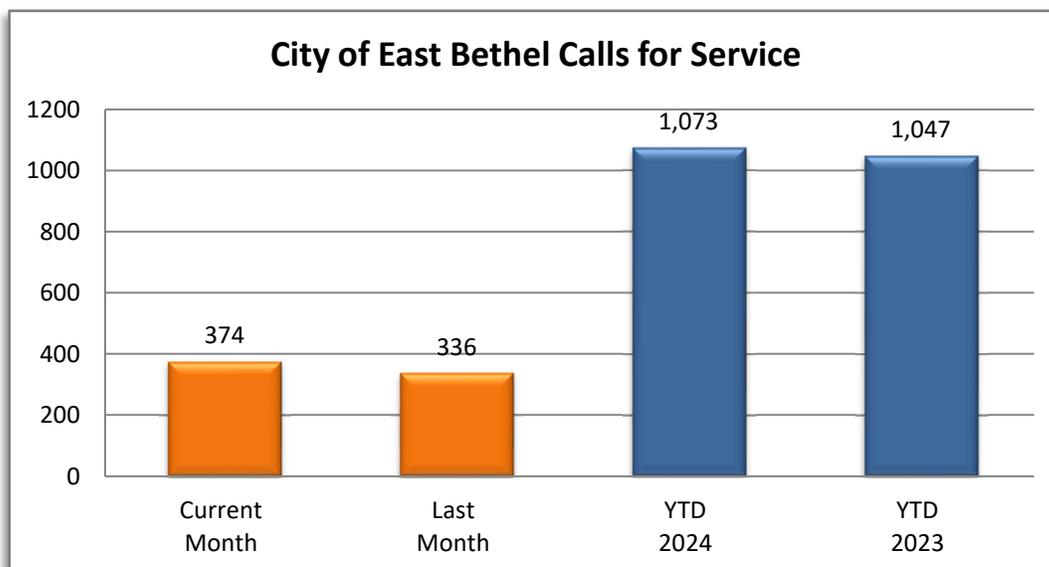
Fiscal Impact:

Recommendation(s): No Action Required

PATROL DIVISION

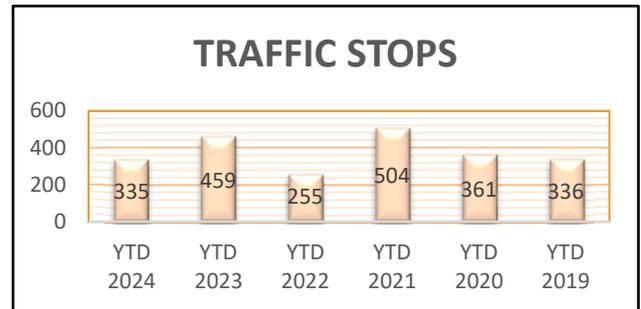
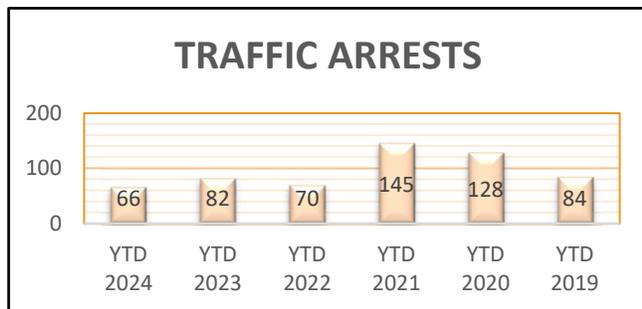
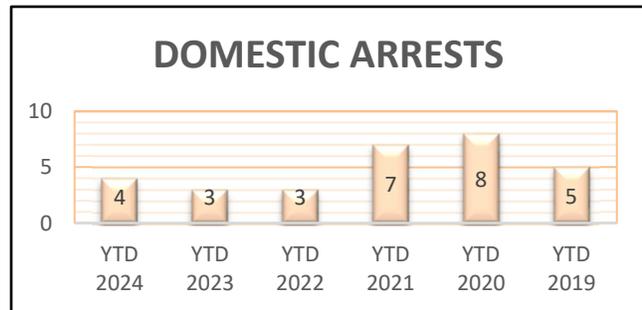
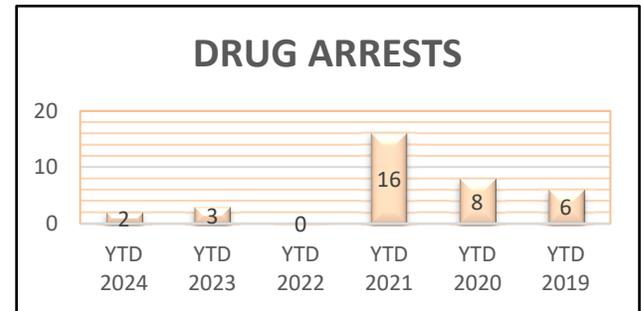
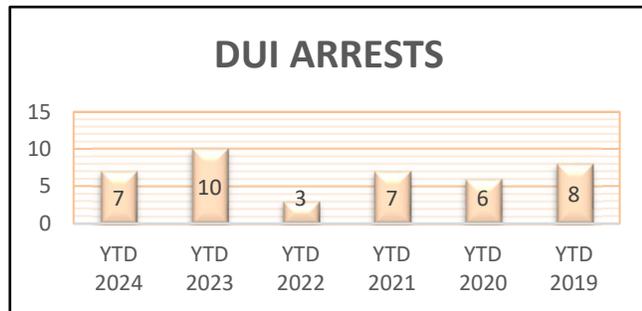
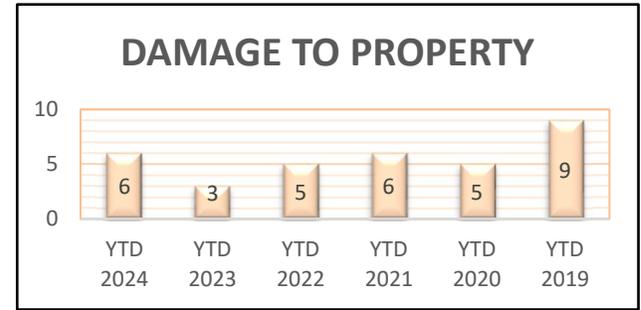
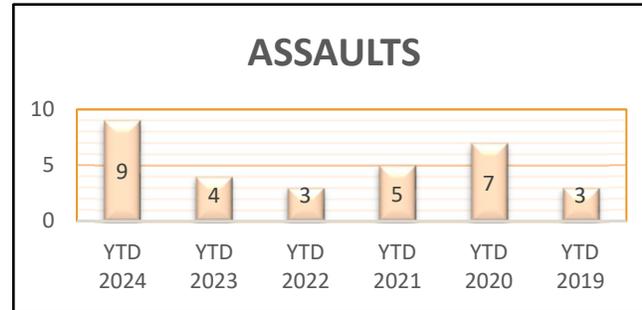
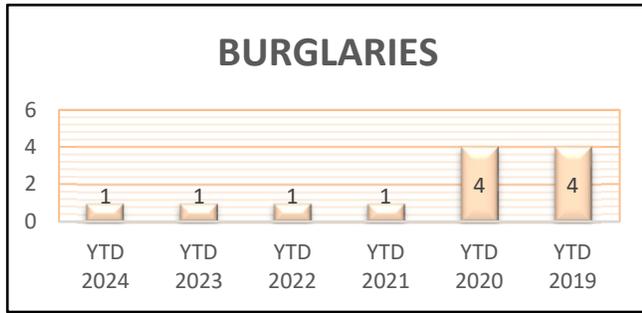
CITY OF EAST BETHEL - MARCH 2024

| OFFENSE | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | YTD 2024 | YTD 2023 |
|--------------------------|------------|------------|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------------|--------------|
| Calls for Service | 363 | 336 | 374 | | | | | | | | | | 1,073 | 1,047 |
| Burglaries | 0 | 1 | 0 | | | | | | | | | | 1 | 1 |
| Thefts | 5 | 3 | 3 | | | | | | | | | | 11 | 16 |
| Crim Sex Conduct | 0 | 1 | 1 | | | | | | | | | | 2 | 4 |
| Assault | 5 | 1 | 3 | | | | | | | | | | 9 | 4 |
| Dam to Property | 0 | 5 | 1 | | | | | | | | | | 6 | 3 |
| Harass Comm | 0 | 0 | 0 | | | | | | | | | | 0 | 0 |
| PI Accidents | 4 | 2 | 3 | | | | | | | | | | 9 | 21 |
| PD Accidents | 23 | 16 | 15 | | | | | | | | | | 54 | 52 |
| Medical | 62 | 47 | 59 | | | | | | | | | | 168 | 173 |
| Animal Complaint | 19 | 24 | 32 | | | | | | | | | | 75 | 82 |
| Alarms | 24 | 14 | 17 | | | | | | | | | | 55 | 38 |
| Felony Arrests | 6 | 4 | 2 | | | | | | | | | | 12 | 3 |
| Gross Misd Arrests | 2 | 2 | 3 | | | | | | | | | | 7 | 13 |
| Misd Arrests | 10 | 5 | 7 | | | | | | | | | | 22 | 18 |
| DUI Arrests | 3 | 2 | 2 | | | | | | | | | | 7 | 10 |
| Drug Arrests | 1 | 1 | 0 | | | | | | | | | | 2 | 3 |
| Domestic Arrests | 1 | 0 | 3 | | | | | | | | | | 4 | 3 |
| Warrant Arrests | 2 | 3 | 5 | | | | | | | | | | 10 | 10 |
| Traffic Stops | 106 | 113 | 116 | | | | | | | | | | 335 | 459 |
| Traffic Arrests | 16 | 32 | 18 | | | | | | | | | | 66 | 82 |



CITY OF EAST BETHEL

YEAR TO DATE - MARCH 2019-2024

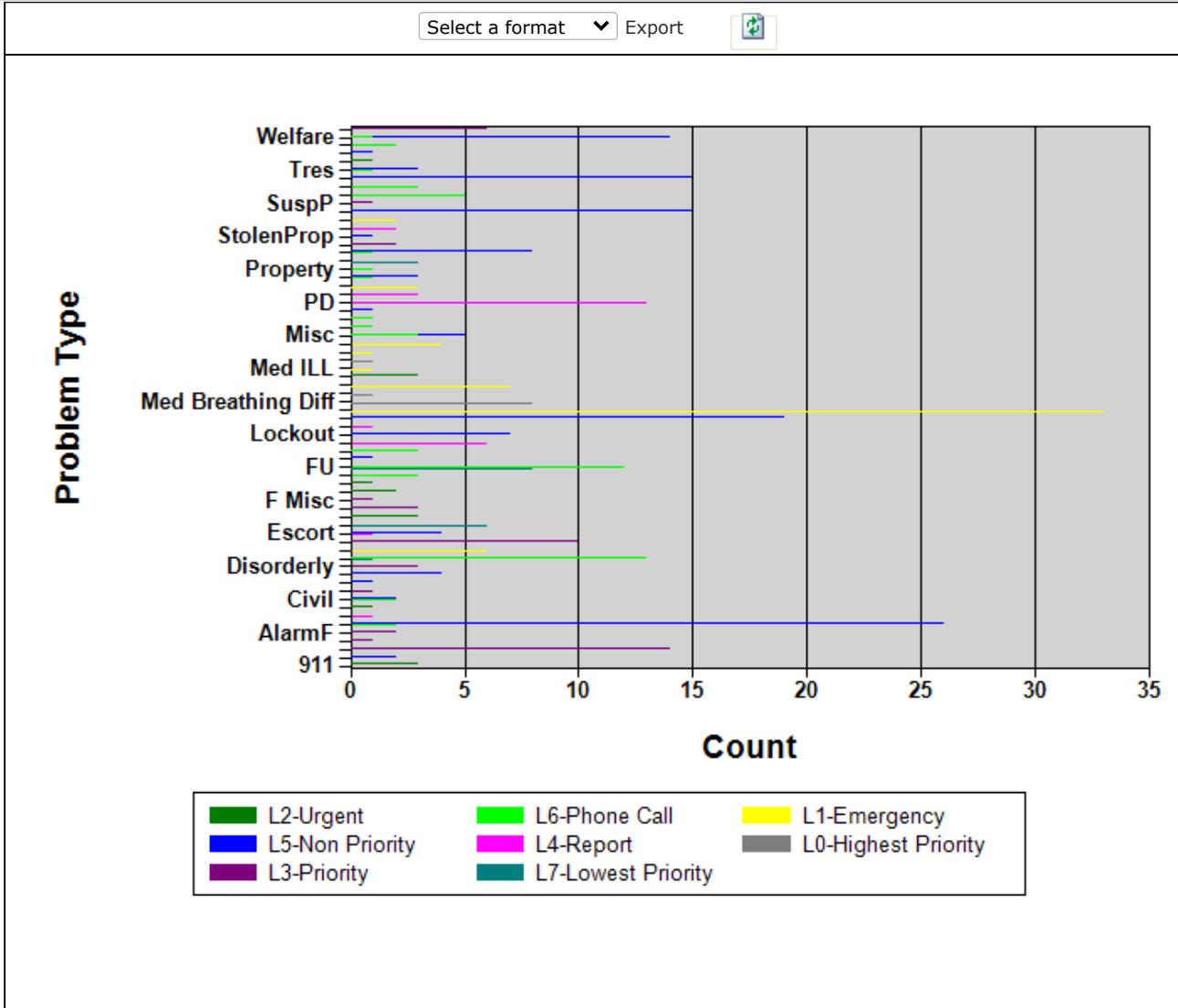


Problem Type Summary

3:47 PM 04/04/2024

Data Source: Data Warehouse

| | |
|-------------------|----------------------------------------------------|
| Agency: | LAW ENFORCEMENT |
| Division: | East Bethel Law |
| Day Range: | Date From 3/1/2024 To 3/31/2024 |
| Exclusion: | • Calls canceled before first unit assigned |



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

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

| | | | | | | | | | |
|----------------|---|---|---|----|---|----|--------------------------|---|----|
| AlarmCO | 0 | 0 | 0 | 1 | 0 | 0 | Item 4.0 A, Attachment 2 | 1 | |
| AlarmCOill | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| AlarmF | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| AlarmFsmoke | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| AlarmHoldup | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| AlarmV | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| AlarmWF | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Animal | 0 | 0 | 0 | 0 | 0 | 26 | 2 | 0 | 28 |
| AnimalResc | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Arson | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Assault | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| AssaultP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Boat Assist | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bomb | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| BombP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Broadcast | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Burg | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| BurgP | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Civil | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 0 | 4 |
| CivilP | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| CSC | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| Debris | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Deer | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 4 |
| Disorderly | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| Dom | 0 | 0 | 0 | 8 | 1 | 1 | 13 | 1 | 24 |
| DomP | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |
| Drugs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| DUI | 0 | 0 | 0 | 10 | 0 | 0 | 0 | 0 | 10 |
| Dumping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Escort | 0 | 0 | 0 | 0 | 1 | 4 | 0 | 0 | 5 |
| ExPat | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 6 | 7 |
| F Aircraft | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Assist | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F CleanUp | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Collapse | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Dump | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Elec Smell | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Expl | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Gas Odor In | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Gas Odor Out | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Grass fire | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| F Illegal | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| F Misc | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| F Mutual Aid | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Oven | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Powerlines | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F SmokeIn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F SmokeOut | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Structure | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Train | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Veh | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| F Water Rescue | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Fight | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Flood in | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Flood out | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Fraud | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 3 |
| FraudP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FU | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 8 | 20 |
| FW | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| Gun | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Harass | 0 | 0 | 0 | 0 | 0 | 2 | 3 | 0 | 5 |
| Info | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lift Assist | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 6 |
| Liq | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lockout | 0 | 0 | 0 | 0 | 0 | 7 | 0 | 0 | 7 |
| LockoutP | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |

| | | | | | | | | |
|--------------------|---|----|---|---|----|----|--------------------------|----|
| MA | 0 | 0 | 0 | 0 | 0 | 19 | Item 4.0 A, Attachment 2 | 19 |
| MASS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med - | 0 | 33 | 0 | 0 | 0 | 0 | 0 | 33 |
| Med Alarm | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med Allergic | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med Assault | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med Bleed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med Breathing Diff | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |
| Med Breathing Not | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med Choking | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Med Drown | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med Electro | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med Fall | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med Heart | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| Med Hold | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| Med ILL | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Med Info | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med OB | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Med Priority | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med Seizure | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med Stab-Gunshot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Med Stroke | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Med Uncon | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Medex | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Misc | 0 | 0 | 0 | 0 | 0 | 5 | 3 | 8 |
| MiscO | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 2 |
| Noise | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NoTag | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ord | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 2 |
| Park | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| PD | 0 | 0 | 0 | 0 | 13 | 0 | 2 | 15 |
| Person | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 |
| PI | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| POR | 0 | 0 | 0 | 0 | 0 | 3 | 1 | 4 |
| Property | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| PW | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| REPO-TOW | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| RJ | 0 | 0 | 0 | 0 | 0 | 8 | 1 | 9 |
| RoadClosure | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Robbery | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RobberyP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Shots | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 2 |
| Slumper | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| StolenProp | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| Suicide | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 |
| SuicideP | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Susp | 0 | 0 | 0 | 0 | 0 | 15 | 0 | 15 |
| SuspP | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| Theft | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 5 |
| TheftP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Threat | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 3 |
| ThreatP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Traf | 0 | 0 | 0 | 0 | 0 | 15 | 0 | 15 |
| Tres | 0 | 0 | 0 | 0 | 0 | 3 | 1 | 4 |
| UNK | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Unsecure | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Vand | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| VandP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| VehTheft | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 |
| VehTheftP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Weapon | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Weather | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Welfare | 0 | 0 | 0 | 0 | 0 | 14 | 1 | 15 |
| WelfareP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WT | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 6 |

Total

| | | | | | | | | | |
|-----------|-----------|-----------|-----------|-----------|------------|--------------------------|-----------|-----------|------------|
| 10 | 57 | 14 | 52 | 28 | 137 | Item 4.0 A, Attachment 2 | 58 | 18 | 374 |
|-----------|-----------|-----------|-----------|-----------|------------|--------------------------|-----------|-----------|------------|

Go Back

Close

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



Date: April 22, 2024

Agenda Item Number: Item 4.0 B

Agenda Item: Fire Department Report

Background Information:

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

Attachment(s):

Attachment 1 – March 2024 calls and call graph

Fiscal Impact:

Recommendation(s): No Action Required



East Bethel Fire Department March 2024 Response Calls

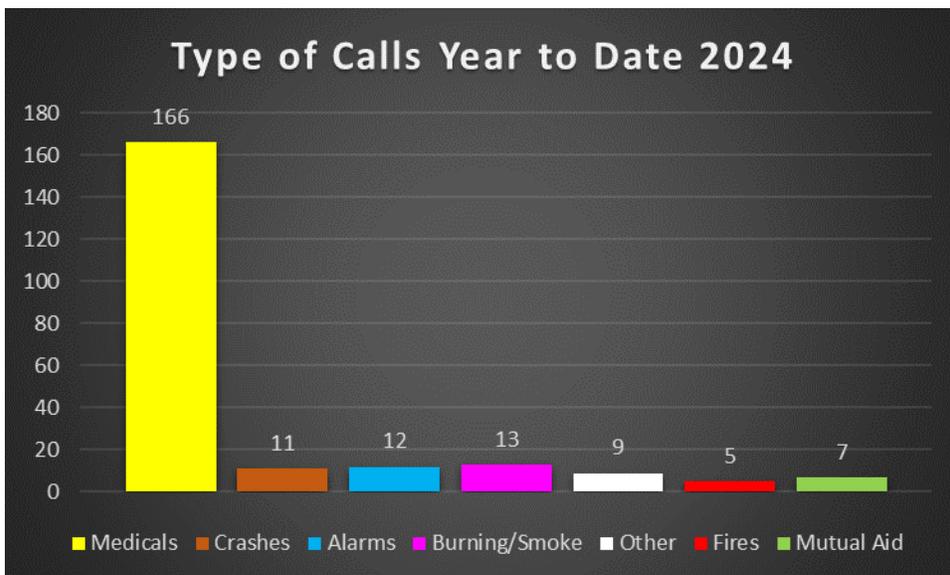
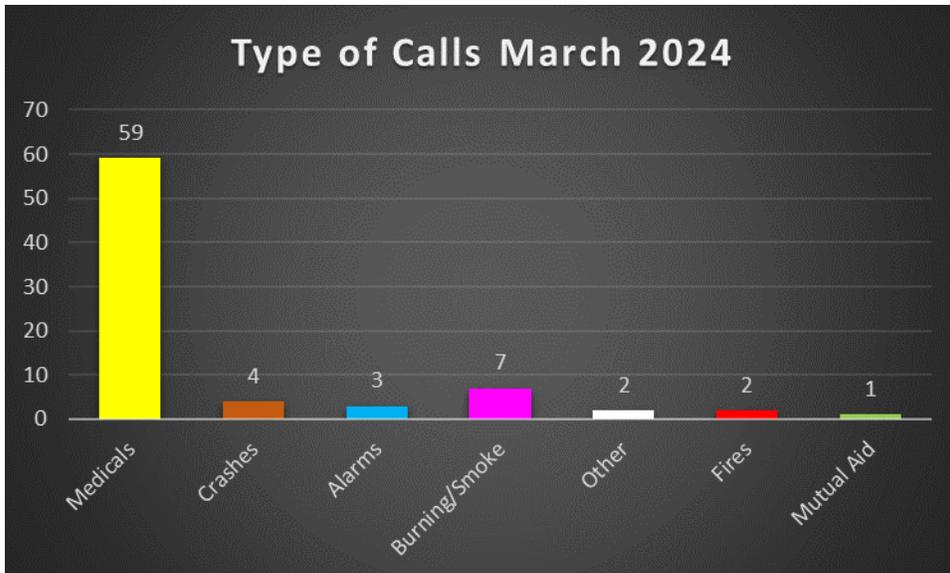
| Incident Number | Incident Date | Street Address | Incident Type |
|-----------------|---------------|--------------------------------------------------|----------------|
| 146 | 3/1/2024 | 23450 7th Street Northeast | EMS call |
| 147 | 3/1/2024 | 18164 Hwy 65 Northeast Apt 101 | Alarms |
| 148 | 3/2/2024 | 20632 Monroe Street Northeast | EMS call |
| 149 | 3/2/2024 | 20599 Monroe Street Northeast | Burning/smoke |
| 150 | 3/2/2024 | 4840 235th Lane Northeast | EMS call |
| 151 | 3/3/2024 | 960 215th Lane Northeast | EMS call |
| 152 | 3/3/2024 | 4832 Viking Boulevard Northeast | EMS call |
| 153 | 3/4/2024 | 18164 Hwy 65 Northeast Apt 149 | EMS call |
| 154 | 3/4/2024 | 19131 Taylor Street Northeast Apt 201 | EMS call |
| 155 | 3/4/2024 | 19356 Isanti Street Northeast | Assist invalid |
| 156 | 3/4/2024 | 22320 Durant Street Northeast | EMS call |
| 157 | 3/4/2024 | 19131 Taylor Street Northeast Apt 6 | EMS call |
| 158 | 3/5/2024 | 445 193rd Lane Northeast | EMS call |
| 159 | 3/5/2024 | 18164 Hwy 65 Northeast Apt 123 | EMS call |
| 160 | 3/5/2024 | 19356 Isanti Street Northeast | EMS call |
| 161 | 3/6/2024 | 20967 Rendova Street Northeast | EMS call |
| 162 | 3/6/2024 | 3806 191st Avenue Northeast | EMS call |
| 163 | 3/7/2024 | 3607 223rd Avenue Northeast | EMS call |
| 164 | 3/8/2024 | 426 Viking Boulevard Northeast | EMS call |
| 165 | 3/8/2024 | 19131 Taylor Street Northeast Apt 311 | EMS call |
| 166 | 3/9/2024 | 160 Bryant Lane Northeast | Crash |
| 167 | 3/10/2024 | 24355 Hwy 65 Northeast Apt 131 | EMS call |
| 168 | 3/10/2024 | 2350 226th Lane Northeast | EMS call |
| 169 | 3/10/2024 | 24355 Hwy 65 Northeast Apt 159 | Assist invalid |
| 170 | 3/11/2024 | 3830 Edmar Lane Northeast | EMS call |
| 171 | 3/11/2024 | 23365 University Avenue Northeast | Burning/smoke |
| 172 | 3/11/2024 | 19131 Taylor Street Northeast Apt Common area | EMS call |
| 173 | 3/12/2024 | 6006 Heather Drive | Mutual Aid |
| 174 | 3/13/2024 | 900 189th Avenue Northeast | Alarms |
| 175 | 3/13/2024 | 21052 okinawa Street Northeast | Burning/smoke |
| 176 | 3/13/2024 | 1341 187th Lane Northeast | EMS call |
| 177 | 3/13/2024 | 19131 Taylor Street Northeast Apt 324 | EMS call |
| 178 | 3/13/2024 | 24355 Hwy 65 Northeast Apt 108 | EMS call |
| 179 | 3/14/2024 | 18164 Hwy 65 Northeast Apt 154 | EMS call |
| 180 | 3/15/2024 | 18121 Deerwood Lane Northeast | EMS call |
| 181 | 3/15/2024 | 19307 Leyte Street Northeast | EMS call |

| Incident Number | Incident Date | Street Address | Incident Type |
|-----------------|---------------|-------------------------------------------|------------------------|
| 182 | 3/16/2024 | 18517 Everglade Drive Northeast | EMS call |
| 183 | 3/18/2024 | 21108 Polk Street Northeast | EMS call |
| 184 | 3/19/2024 | 20331 Monroe Court Northeast | EMS call |
| 185 | 3/19/2024 | 22320 Durant Street Northeast | EMS call |
| 186 | 3/20/2024 | 241st Avenue Northeast and Hwy 65 NE | Passenger vehicle fire |
| 187 | 3/21/2024 | 24140 Skylark Drive Northeast | EMS call |
| 188 | 3/21/2024 | 22530 Yancy Street Northeast | EMS call |
| 189 | 3/21/2024 | 18164 Hwy 65 Northeast Apt 100 | Other |
| 190 | 3/21/2024 | 20418 Hwy 65 Northeast | EMS call |
| 191 | 3/22/2024 | 21333 Durant Street Northeast | Burning/smoke |
| 192 | 3/22/2024 | 19832 East Bethel Boulevard Northeast | EMS call |
| 193 | 3/22/2024 | 19734 East Bethel Boulevard Northeast | Burning/smoke |
| 194 | 3/23/2024 | 1735 207th Avenue Northeast | Alarms |
| 195 | 3/23/2024 | 103 Sims Road Northeast | EMS call |
| 196 | 3/23/2024 | 21032 Kenyon Street Northeast | EMS call |
| 197 | 3/23/2024 | 18913 Jewell Street Northeast | EMS call |
| 198 | 3/23/2024 | 20520 Polk Street Northeast | EMS call |
| 199 | 3/23/2024 | 1109 Sims Road Northeast | Burning/smoke |
| 200 | 3/23/2024 | 1835 189th Avenue Northeast | Burning/smoke |
| 201 | 3/24/2024 | 18900 Breezy Point Drive Northeast | EMS call |
| 202 | 3/25/2024 | Hwy 65 Northeast and 209th Ave. N.E. | Crash |
| 203 | 3/25/2024 | 18164 Hwy 65 Northeast Apt 33 | EMS call |
| 204 | 3/25/2024 | 18164 Hwy 65 Northeast Apt 33 | EMS call |
| 205 | 3/26/2024 | 19356 Isanti Street Northeast | EMS call |
| 206 | 3/26/2024 | 24355 Hwy 65 Northeast Apt 179 | EMS call |
| 207 | 3/26/2024 | Hwy 65 Northeast and 19800 Ave. NE | Crash |
| 208 | 3/27/2024 | 24355 Hwy 65 Northeast Apt 163 | EMS call |
| 209 | 3/27/2024 | 18164 Hwy 65 Northeast Apt 114 | EMS call |
| 210 | 3/27/2024 | 2335 University Avenue Northeast | Public service |
| 211 | 3/28/2024 | 18916 Breezy Point Drive Northeast | EMS call |
| 212 | 3/28/2024 | 808 208th Avenue Northeast | EMS call |
| 213 | 3/29/2024 | 24355 Hwy 65 Northeast Apt 131 | EMS call |
| 214 | 3/29/2024 | 24320 Polk Street Northeast | EMS call |
| 215 | 3/29/2024 | 19131 Taylor Street Northeast Apt 201 | EMS call |
| 216 | 3/29/2024 | 19131 Taylor Street Northeast Apt Hallway | EMS call |
| 217 | 3/30/2024 | 24350 Polk Street Northeast | EMS call |
| 218 | 3/30/2024 | Hwy 65 Northeast and 187th Ave NE | Crash |
| 219 | 3/30/2024 | 900 189th Avenue Northeast | EMS call |
| 220 | 3/31/2024 | 20520 Polk Street Northeast | EMS call |
| 221 | 3/31/2024 | 900 189th Avenue Northeast | EMS call |

| Incident Number | Incident Date | Street Address | Incident Type |
|-----------------|---------------|----------------------------------|------------------------|
| 222 | 3/31/2024 | Hwy 65 Northeast and Viking BLVD | Passenger vehicle fire |
| 223 | 3/31/2024 | 20926 Beaver Dam Court Northeast | EMS call |

78 Total calls

- 59 Medicals
- 4 Crashes
- 3 Alarms
- 7 Burning/Smoke
- 2 Other
- 2 Fires
- 1 Mutual Aid



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



Date: April 22, 2024

Agenda Item Number: Item 6.0 A-H

Requested Action: Consider approving the Consent Agenda as presented

Background Information:

Item A – Approve Bills

Item B – March 11, 2024 City Council Work Meeting Minutes

Minutes from the March 11, 2024 City Council work meeting are attached for your review.

Item C – March 25, 2024 City Council Work Meeting Minutes

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

Item D – April 8, 2024 City Council Meeting Minutes

Minutes from the April 8, 2024 City Council meeting are attached for your review.

Item E – Consider Adoption of Resolution 2024-33 Accepting Bids for the 2024 Street Reconstruction Project

This project includes the complete reconstruction of 209th Avenue from TH 65 to Davenport

Street, Davenport Street from 209th Avenue to SIMS Road, and SIMS Road from TH 65 to

Davenport Street. Bids for this project were opened electronically at 11:00 a.m. on April 12, 2024.

A total of 6 bids were received. The bids were as follows:

| | <u>Base Bid</u> |
|-------------------------------------|-----------------|
| Knife River Corporation | \$837,085.77 |
| Kuechle Underground Inc. | \$841,851.93 |
| Dresel Contracting Inc. | \$941,464.65 |
| Asphalt Surface Technologies, Corp. | \$948,749.41 |
| Douglas-Kerr Underground, LLC | \$1,028,618.01 |
| Forest Lake Contracting, Inc. | \$1,058,871.95 |

The bids are summarized in detail on the attached bid tabulation. Knife River Corporation was the lowest bidder with a bid of \$837,085.77. The engineer's estimate for this project was \$989,546. Knife River Corporation has successfully completed several projects of similar size for the City of East Bethel. Staff recommends that the bid be accepted from Knife River Corporation in the amount of \$837,085.77. Staff is also recommending approval of Resolution 2024-33 Resolution Accepting Bids for the 2024 Street Reconstruction Project and award of a contract to Knife River Corporation. All work on Davenport Street and 209th Avenue will be financed by the city's Municipal State Aid Fund and work on SIMS Road will be financed from the City's Street Capital Fund.

Item F – Resolution 2024-34 Authorizing Governmental Body to be Party to MnWARN

Leaders in the water/wastewater community and state agencies have joined together to create the Minnesota Water/Wastewater Utilities Agency Response Network. MnWARN is a formal emergency response program in Minnesota.

MnWARN is a mutual aid agreement to provide a program whereby water, wastewater, and storm water utilities sustaining physical damage from natural or man-made disasters in the state of Minnesota can obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary to protect the health and welfare of the utilities' customers.

Law enforcement and fire departments have been organized for many years. MnWARN is an initiative to organize the water and wastewater professionals to be prepared to respond to water, wastewater, and storm water entities in a professional and timely manner.

A pre-established agreement among a network of utilities can complement and enhance local capabilities to prepare to respond to a broad range of threats, both natural and man-made.

There is no cost to join MnWARN and participation is voluntary. Member agencies can request assistance after a formal declaration of an emergency and responding agencies can decide what level of assistance they can provide, if any. Responding agencies are reimbursed for personnel, equipment and supplies by the requesting agency after the emergency event has concluded.

Staff recommends acceptance of Resolution 2024-34 to receive assistance if the need ever arises from a natural or man-made emergency and to provide assistance to other communities as deemed necessary.

Item G – Fireworks Contract for Booster Day

The City of East Bethel has budgeted \$6,500 for 2024 for a fireworks display for Booster Day. Booster Day events will be held on Saturday, July 20, 2024. Hollywood Pyrotechnics, Inc. has supplied our event with an excellent quality display for the last 12 years, and we receive a significant discount as a benefit for continuing to partner with them. Staff is requesting consideration of approval for the fireworks contract for the 2024 display.

Item H – Paid On-Call Firefighter Resignation

Please accept the resignation of Rachel Phoebe as a Paid on Call Firefighter with the City of East Bethel. Rachel was hired on January 1, 2024 giving her roughly four months of service on the Fire Department. Rachel's last day on the Fire Department will be April 26, 2024.

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 22, 2024

Payment Summary

| Payments for Council Approval | | | | | | |
|------------------------------------------|-------------------------------|------------|--------------------------------|------|-------|--------------|
| | | | | | | |
| Bills to be approved for payment | | | | | | \$479,843.03 |
| Electronic Payroll Payments | | | | | | \$43,199.60 |
| Payroll City Council - April 15, 2024 | | | | | | \$2,234.02 |
| Payroll Fire Department - April 15, 2024 | | | | | | \$12,845.32 |
| Payroll City Staff - April 11, 2024 | | | | | | \$48,837.96 |
| Payroll Elections - April 05, 2024 | | | | | | \$3,496.76 |
| Total to be Approved for Payment | | | | | | \$586,959.93 |
| Dept Descr | Object Descr | Invoice | Check Name | Fund | Dept | Amount |
| 2014A | Fiscal Agent s Fees | 97270 | Ehlers | 311 | 31100 | \$2,000.00 |
| Arena Operations | Bldgs/Facilities Repair/Maint | 314441560 | Trane U.S. Inc. | 615 | 49851 | \$1,399.50 |
| Arena Operations | Professional Services Fees | 993122 | ECM Publishers, Inc. | 615 | 49851 | \$134.95 |
| Assessing | Professional Services Fees | 993121 | ECM Publishers, Inc. | 101 | 41550 | \$183.35 |
| Building Capital Projects | Bldgs/Facilities Repair/Maint | 418355 | 651 CARPETS INC | 401 | 40100 | \$13,684.39 |
| Building Inspection | Information Systems | | Metro-Inet | 101 | 42410 | \$952.54 |
| Building Inspection | Office Supplies | IN4508660 | Innovative Office Solutions | 101 | 42410 | \$19.10 |
| Building Inspection | Permit Refund | 2024-00258 | PASKAR CONSTRUCTION LLC | 101 | | \$1.00 |
| Building Inspection | Permit Refund | 2024-00258 | PASKAR CONSTRUCTION LLC | 101 | | \$100.00 |
| Building Inspection | Special Inspections | 2024-13 | City of Wyoming | 101 | | \$442.75 |
| City Administration | Information Systems | | Metro-Inet | 101 | 41320 | \$1,044.15 |
| City Administration | Legal Notices | 993990 | ECM Publishers, Inc. | 101 | 41320 | \$72.60 |
| City Administration | Office Supplies | IN4508660 | Innovative Office Solutions | 101 | 41320 | \$169.54 |
| City Administration | Office Supplies | IN4510108 | Innovative Office Solutions | 101 | 41320 | \$80.39 |
| City Administration | Printing and Duplicating | 12510 | INKY ELF | 101 | 41320 | \$87.20 |
| City Administration | Professional Services Fees | M29079 | TimeSaver Off Site Secretarial | 101 | 41320 | \$167.00 |
| City Administration | Professional Services Fees | M29079 | TimeSaver Off Site Secretarial | 101 | 41320 | \$167.00 |
| City Administration | Telephone | 04 2024 | CenturyLink | 101 | 41320 | \$155.99 |
| Engineering | Architect/Engineering Fees | 52762 | Hakanson Anderson Assoc. Inc. | 101 | | \$217.50 |
| Engineering | Architect/Engineering Fees | 52763 | Hakanson Anderson Assoc. Inc. | 101 | | \$195.95 |
| Engineering | Architect/Engineering Fees | 52764 | Hakanson Anderson Assoc. Inc. | 101 | | \$1,275.50 |
| Engineering | Architect/Engineering Fees | 52769 | Hakanson Anderson Assoc. Inc. | 101 | 43110 | \$780.00 |
| Finance | Information Systems | | Metro-Inet | 101 | 41520 | \$952.55 |
| Finance | Legal Notices | 993991 | ECM Publishers, Inc. | 101 | 41520 | \$649.20 |
| Finance | Legal Notices | 993992 | ECM Publishers, Inc. | 101 | 41520 | \$431.40 |
| Fire Department | Conferences/Meetings | 04 2024 | Bill Folwarski | 101 | 42210 | \$283.56 |
| Fire Department | Conferences/Meetings | 04 2024 | Chad Fish | 101 | 42210 | \$160.80 |
| Fire Department | Conferences/Meetings | 04 2024 | Chad Fish | 101 | 42210 | \$279.58 |
| Fire Department | Conferences/Meetings | 04 2024 | Chad Fish | 101 | 42210 | \$91.46 |
| Fire Department | Conferences/Meetings | 6790 | F.I.R.E. | 101 | 42210 | \$1,300.00 |
| Fire Department | Conferences/Meetings | 6831 | F.I.R.E. | 101 | 42210 | \$2,300.00 |
| Fire Department | Disability Insurance | 05 2024 | The Hartford | 101 | 42210 | \$1,354.75 |
| Fire Department | General Operating Supplies | 1010518 | Ham Lake Hardware | 101 | 42210 | \$38.97 |
| Fire Department | Information Systems | | Metro-Inet | 101 | 42210 | \$2,733.79 |
| Fire Department | Motor Vehicles Parts | 01P111923 | ASTLEFORD INTL MINNEAPOLIS | 101 | 42210 | \$47.74 |



City of East Bethel

April 22, 2024

Payment Summary

| | | | | | | |
|------------------------------|-------------------------------|----------------|-------------------------------|-----|-------|-------------|
| Fire Department | Motor Vehicles Parts | 0000063660 | Rosenbauer Minnesota LLC | 101 | 42210 | \$137.40 |
| Fire Department | Office Supplies | 1009322 | Ham Lake Hardware | 101 | 42210 | \$11.98 |
| Fire Department | Professional Services Fees | 45259 | Med Compass, Inc. | 101 | 42210 | \$4,400.00 |
| Fire Department | Repairs/Maint Machinery/Equip | 2216374 | Ready Watt Electric | 101 | 42210 | \$6,785.00 |
| Fire Department | Telephone | 04 2024 | CenturyLink | 101 | 42210 | \$120.70 |
| Fire Department | Telephone | 04 2024 | CenturyLink | 101 | 42210 | \$66.31 |
| Fire Department | Telephone | 13299700113956 | Midcontinent Communications | 101 | 42210 | \$20.25 |
| Fire Department | Unemploy Benefit Payments | Q1 2024 | MN Dept of Employment and | 101 | 42210 | \$4.92 |
| General Govt Buildings/Plant | Bldg/Facility Repair Supplies | S103603842.001 | Dakota Supply Group | 101 | 41940 | \$104.72 |
| General Govt Buildings/Plant | Bldg/Facility Repair Supplies | 30624 | Menards - Forest Lake | 101 | 41940 | \$5.98 |
| General Govt Buildings/Plant | Bldgs/Facilities Repair/Maint | IV00284351 | Nardini Fire Equipment | 101 | 41940 | \$468.00 |
| General Govt Buildings/Plant | Bldgs/Facilities Repair/Maint | 310010814 | Premium Waters, Inc. | 101 | 41940 | \$8.64 |
| General Govt Buildings/Plant | Bldgs/Facilities Repair/Maint | 310038610 | Premium Waters, Inc. | 101 | 41940 | \$23.50 |
| General Govt Buildings/Plant | Bldgs/Facilities Repair/Maint | 319956438 | Premium Waters, Inc. | 101 | 41940 | \$8.64 |
| General Govt Buildings/Plant | Bldgs/Facilities Repair/Maint | 319984369 | Premium Waters, Inc. | 101 | 41940 | \$23.50 |
| General Govt Buildings/Plant | Bldgs/Facilities Repair/Maint | 50492 | Robert B. Hill Company | 101 | 41940 | \$18.00 |
| General Govt Buildings/Plant | General Operating Supplies | 5205657620 | CINTAS | 101 | 41940 | \$99.18 |
| Legal | Insurance Premiums | 39230 | Eckberg, Lammers, P.C. | 101 | | \$1,237.50 |
| Legal | Legal Fees | 03 2024 | Eckberg, Lammers, P.C. | 101 | 41610 | \$10,216.22 |
| Legal | Legal Fees | 39230 | Eckberg, Lammers, P.C. | 101 | 41610 | \$1,813.00 |
| Legal | Legal Fees | 39230 | Eckberg, Lammers, P.C. | 101 | 41610 | \$800.00 |
| MSA Street Construction | Architect/Engineering Fees | 52767 | Hakanson Anderson Assoc. Inc. | 402 | 40200 | \$7,256.75 |
| Park Maintenance | Bldg/Facility Repair Supplies | 0590272-IN | Beacon Athletics | 101 | 43201 | \$503.00 |
| Park Maintenance | Bldg/Facility Repair Supplies | 0590426-IN | Beacon Athletics | 101 | 43201 | \$50.00 |
| Park Maintenance | Bldg/Facility Repair Supplies | 31026 | Menards - Forest Lake | 101 | 43201 | \$64.74 |
| Park Maintenance | Clothing & Personal Equipment | 4189027058 | Cintas Corporation | 101 | 43201 | \$33.69 |
| Park Maintenance | Clothing & Personal Equipment | 4189757385 | Cintas Corporation | 101 | 43201 | \$33.69 |
| Park Maintenance | Equipment Parts | P17800 | MN Equipment | 101 | 43201 | \$297.18 |
| Park Maintenance | Equipment Parts | P17944 | MN Equipment | 101 | 43201 | \$701.90 |
| Park Maintenance | Equipment Parts | 1-6403 | Smith Bros. Decorating Co | 101 | 43201 | \$93.82 |
| Park Maintenance | Information Systems | | Metro-Inet | 101 | 43201 | \$22.90 |
| Park Maintenance | Other Equipment Rentals | MP246309 | LRS | 101 | 43201 | \$80.00 |
| Park Maintenance | Personnel/Labor Relations | 100826 | Trust in Us, LLC | 101 | 43201 | \$58.00 |
| Park Maintenance | Small Tools and Minor Equip | 1010367 | Ham Lake Hardware | 101 | 43201 | \$26.99 |
| Payroll | Insurance Premiums | CSN0001528011 | Delta Dental | 101 | | \$102.09 |
| Payroll | Insurance Premiums | CSN0001528011 | Delta Dental | 101 | | \$51.04 |
| Payroll | Insurance Premiums | CSN0001528011 | Delta Dental | 101 | | \$520.87 |
| Payroll | Insurance Premiums | 265868930454 | Medica | 101 | | \$10,694.69 |
| Payroll | Insurance Premiums | 436200052024 | NCPERS Group Life Ins | 101 | | \$80.00 |
| Payroll | Union Dues | 04 2024 | MN Public Employees Assn | 101 | | \$351.00 |
| Planning and Zoning | Filing Fees | 24-9145 | Anoka County Property Tax | 101 | 41910 | \$46.00 |
| Planning and Zoning | Filing Fees | 24-9145 | Anoka County Property Tax | 101 | 41910 | \$46.00 |
| Planning and Zoning | Filing Fees | 24-9145 | Anoka County Property Tax | 101 | 41910 | \$46.00 |
| Planning and Zoning | Filing Fees | 24-9145 | Anoka County Property Tax | 101 | 41910 | \$46.00 |
| Planning and Zoning | Filing Fees | 24-9145 | Anoka County Property Tax | 101 | 41910 | \$46.00 |
| Planning and Zoning | Filing Fees | 24-9990 | Anoka County Property Tax | 101 | 41910 | \$46.00 |
| Planning and Zoning | Information Systems | | Metro-Inet | 101 | 41910 | \$635.03 |



City of East Bethel

April 22, 2024

Payment Summary

| | | | | | | |
|--------------------------|--------------------------------|--------------|--------------------------------|-----|-------|---------------------|
| Planning and Zoning | Legal Notices | 993993 | ECM Publishers, Inc. | 101 | 41910 | \$66.55 |
| Planning and Zoning | Professional Services Fees | M29079 | TimeSaver Off Site Secretarial | 101 | 41910 | \$286.75 |
| Police | Professional Services Fees | 39466 | Animal Humane Society | 101 | 42110 | \$734.00 |
| Police | Professional Services Fees | S240401D | Anoka County Treasury Dept | 101 | 42110 | \$360,478.25 |
| Recycling Operations | Other Equipment Rentals | MP246310 | LRS | 226 | 43235 | \$80.00 |
| Recycling Operations | Professional Services Fees | CU-41459 | First State Tire Recycle | 226 | 43235 | \$237.00 |
| Recycling Operations | Professional Services Fees | CU-41460 | First State Tire Recycle | 226 | 43235 | \$317.00 |
| Street Capital Projects | Architect/Engineering Fees | 52765 | Hakanson Anderson Assoc. Inc. | 406 | 40600 | \$118.40 |
| Street Capital Projects | Architect/Engineering Fees | 52766 | Hakanson Anderson Assoc. Inc. | 406 | 40600 | \$720.00 |
| Street Capital Projects | Architect/Engineering Fees | 52768 | Hakanson Anderson Assoc. Inc. | 406 | 40600 | \$2,890.50 |
| Street Capital Projects | Sign/Striping Repair Materials | RETAINAGE | Warning Lites | 406 | 40600 | \$783.37 |
| Street Maintenance | Bldgs/Facilities Repair/Maint | 69810 | Aker Doors, Inc. | 101 | 43220 | \$2,460.00 |
| Street Maintenance | Bldgs/Facilities Repair/Maint | 4189027058 | Cintas Corporation | 101 | 43220 | \$9.19 |
| Street Maintenance | Bldgs/Facilities Repair/Maint | 4189757385 | Cintas Corporation | 101 | 43220 | \$9.19 |
| Street Maintenance | Bldgs/Facilities Repair/Maint | 310010815 | Premium Waters, Inc. | 101 | 43220 | \$4.32 |
| Street Maintenance | Bldgs/Facilities Repair/Maint | 310038609 | Premium Waters, Inc. | 101 | 43220 | \$37.60 |
| Street Maintenance | Bldgs/Facilities Repair/Maint | 319956439 | Premium Waters, Inc. | 101 | 43220 | \$4.32 |
| Street Maintenance | Bldgs/Facilities Repair/Maint | 319984370 | Premium Waters, Inc. | 101 | 43220 | \$31.60 |
| Street Maintenance | Clothing & Personal Equipment | 4189027058 | Cintas Corporation | 101 | 43220 | \$33.68 |
| Street Maintenance | Clothing & Personal Equipment | 4189757385 | Cintas Corporation | 101 | 43220 | \$33.68 |
| Street Maintenance | Equipment Parts | 115994522 | Fleet Pride | 101 | 43220 | \$16.73 |
| Street Maintenance | Equipment Parts | 115994689 | Fleet Pride | 101 | 43220 | \$19.09 |
| Street Maintenance | Equipment Parts | 12123 | Menards Cambridge | 101 | 43220 | \$135.96 |
| Street Maintenance | Information Systems | | Metro-Inet | 101 | 43220 | \$627.40 |
| Street Maintenance | Refuse Removal | 1590 | A Family Tree & Brush Service | 101 | 43220 | \$1,050.00 |
| Street Maintenance | Safety Supplies | 5205657620 | CINTAS | 101 | 43220 | \$43.05 |
| Street Maintenance | Shop Supplies | 335855 | S & S Industrial Supply | 101 | 43220 | \$78.40 |
| Street Maintenance | Sign/Striping Repair Materials | TRFINV053204 | Newman Traffic Signs | 101 | 43220 | \$4,605.89 |
| Street Maintenance | Small Tools and Minor Equip | 04042482283 | Snap-On Tools | 101 | 43220 | \$429.00 |
| Street Maintenance | Street Maint Materials | 1321548 | Compass Minerals | 101 | 43220 | \$9,845.56 |
| Street Maintenance | Street Maint Materials | 1322235 | Compass Minerals | 101 | 43220 | \$2,495.56 |
| Street Maintenance | Street Maint Materials | 1322724 | Compass Minerals | 101 | 43220 | \$7,503.50 |
| TIF 1-2 | Professional Services Fees | 97271 | Ehlers | 436 | 43600 | \$225.00 |
| Water Utility Operations | Chemicals and Chem Products | 6732451 | Hawkins, Inc | 601 | 49401 | \$100.00 |
| Water Utility Operations | Gas Utilities | 04 2024-01 | CenterPoint Energy | 601 | 49401 | \$187.09 |
| Water Utility Operations | Gas Utilities | 04 2024-02 | CenterPoint Energy | 601 | 49401 | \$160.56 |
| Water Utility Operations | Information Systems | | Metro-Inet | 601 | 49401 | \$297.64 |
| Water Utility Operations | Telephone | 04 2024 | CenturyLink | 601 | 49401 | \$198.62 |
| Water Utility Operations | Telephone | 04 2024 | CenturyLink | 601 | 49401 | \$70.95 |
| Water Utility Operations | Telephone | 04 2024 | CenturyLink | 601 | 49401 | \$156.61 |
| | | | | | | \$479,843.03 |



City of East Bethel

April 22, 2024

Payment Summary

| Electronic Payroll Payments | | |
|-----------------------------|----------------------|--------------------|
| Payroll | PERA | \$10,343.05 |
| Payroll | Federal Withholding | \$7,343.77 |
| Payroll | Medicare Withholding | \$2,757.72 |
| Payroll | FICA Tax Withholding | \$10,824.98 |
| Payroll | State Withholding | \$3,789.10 |
| Payroll | MSRS/H.S.A./HCSP | \$8,140.98 |
| | | \$43,199.60 |

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL WORK MEETING

March 11, 2024

The East Bethel City Council met on March 11, 2024, at 6:00 p.m. for the regular City Council Work meeting at City Hall.

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

ALSO PRESENT: Matt Look, City Administrator
Aaron Berg, Community Development Director

1.0 – Bass Ribbon Pines Event Permit Application

?? Audio started late.

Lewis noted it was a requirement for him that decibel meter readings were taken, or this would not work.

Ray Jordan, owner Blue Ribbon Pines Disc Golf Course, noted the only reason he was doing this was so his son had the chance to perform with some big acts around him, which he would get to meet. He stated that was the way they started out, but it had turned into a unique event of which he was really proud. He indicated people were coming from 10 different States into East Bethel for the event. He stated the reason they needed to start advertising early was to get the word out and to start early ticket sales, which paid for all of the entertainment. However, he noted, they had not signed any acts to date. He indicated they wanted to get this started as soon as possible.

Mr. Jordan stated with respect to having two Sheriff deputies, he did not believe that would be necessary as they had a lot of security present on site and the security was never that busy. With respect to the music loudness, they were continuing to talk about lowering the volume and readjusting the speakers. He noted their group has taken decibel meters walking out onto Klondike to see where things were at. He stated everyone was trying to make this a win-win for everybody.

Lewis stated he understood what he was doing for his son, but this was a commercial, for-profit event and they had to balance this event with the people who owned properties nearby, their ability to also enjoy their property, and those people were very vocal about this event last year being too loud. He indicated the City wanted to strike a balance.

Mr. Jordan responded the City's concerns have been heard, but he did not believe they needed additional security at the event. However, he believed if someone from the Sheriff's Department was walking around the event, they would be very impressed. He acknowledged the main concern was noise from the event and they needed to strike a balance, which was their goal. He noted they had issues in the past with the food trucks not having permits, etc., but he felt confident that how the event was run now, it would be a well-run event.

Mr. Jordan noted he would talk to Berg about someone from the Sheriff's Department coming out and being there to see what was going on and do some decibel meter readings, which they would welcome.

1 Lewis stated they also had to get the ability to switch from broadcast, big speakers, etc. to headsets,
2 which would cause no problems with noise. He also wanted the music to stop at 9 p.m. on Thursday
3 and not 10 p.m. as people had to work the next day. On Friday, instead of going to midnight, to end
4 at 10 p.m. Mr. Jordan noted that to the people attending the event, midnight was considered early.
5 Lewis responded it was not early to the adjoining properties.

6 Mr. Jordan requested the Council give them one more chance as they were prepared this time. Lewis
7 responded they had to negotiate the terms. He asked when would it go from open air to
8 headphones. He indicated it would not be someone working for him that would be taking the decibel
9 readings, but rather, someone who was trained to use the equipment at the proper distance. He
10 stated the Council had to do their due diligence to balance his needs and the residents on the
11 adjacent properties.

12 Mr. Jordan stated what was different from last year is that now, everyone was on point with the
13 noise issue and they were thinking about it to the point of possibility putting up tarps in the woods in
14 places where they think amplification might go. Lewis responded it would be easier to switch to
15 headsets. Mundle noted headsets were not the same kind of experience though.

16 Miller asked why didn't he use a tent like other venues used when they had outdoor music. Mr.
17 Jordan responded they had a stage with a roof over it, so they were completely covered. He noted
18 they were growing and learning from the festival every year. He suggested maybe working with an
19 independent person who was really good with sound. Lewis pointed out that the Sheriff's
20 Department would be the agency that would be enforcing the noise though.

21 DeRoche stated there might be a State Statute or something with using the Sheriff's Department for
22 this and it should be run by the City Attorney for his opinion. Berg believed there was a County
23 requirement and there would be a cost associated to have the off-duty Deputies in attendance.

24 DeRoche asked how would they get the event shut down if the Deputies were ignored. Berg
25 responded that the Deputies had the right to terminate the permit.

26 DeRoche stated the Deputies had to know they had the authority to terminate the permit and not
27 have happen what happened last year when the Sheriff's Department said they could not do anything
28 because there was not an Ordinance, even though he knows there is a Nuisance Ordinance.

29 Lewis expressed concern about the drinking at the event. He noted last year there were many people
30 who had had plenty to drink. Mr. Jordan responded there was no way they were going to do
31 everything right the first time or even the second time, but everyone was learning every year. He
32 stated no matter what had happened in the past, he was really proud of what they were doing and
33 how they were doing it.

34 Lewis stated he wanted this to work for him and also the other people who were impacted by this
35 event. Mr. Jordan acknowledged he had made a mistake, but he believed they had smart people who
36 really wanted to make this work. He believed last year's issues were due to lack of communication.
37 He noted he was on site at all times and was walking around to make sure everything was okay.

38 Miller asked how many people would be attending the event. Mr. Jordan responded possibly 1,100
39 including the workers. He noted the number one thing they were working this year on was the
40 sound.

1 Berg stated as long as he had worked with the City, that was the only application on the website, so it
2 had been on there for some time.

3 Lewis asked if it was legal or is it something somebody with the City put in there and they did not
4 know the origin of it. Berg responded in the event that it was determined by the County Sheriff's
5 office, or a designated representative of the City, that the permittee had violated the terms of this
6 chapter, the County Sheriff's Office or the City reserves the right to order a cease and desist of any
7 and all activities for the permitted event. Lewis stated they did not want to get all those people there
8 being told to leave, which was the worst possible outcome than not having the event.

9 Miller stated in the festivals he had attended, the sound comes out at one level, but each band seems
10 to gradually go louder. He suggested they start lower to begin with. He indicated he wanted to see
11 this as a success.

12 DeRoche requested staff check with Lieutenant Peters for his thoughts. Berg stated he would ask.

13 DeRoche asked Mr. Jordan if the medical people he had on site where EMTs, nurses, etc. Mr. Jordan
14 responded they were first aid certified and all security had CRP training. He indicated the security
15 only did security for festivals. He stated security kept an eye on everything by walking around.

16 DeRoche stated he had issues if this went until midnight. He did not want to see what happened last
17 year. Mr. Jordan acknowledged there were issues last year, but they would shut it down at midnight
18 this year.

19 DeRoche asked if the music had not gotten louder after Lewis and him had left last year. Mr. Jordan
20 responded he was not saying that, but this year they were going to make a concerted effort to turn it
21 down as they did not want to shut down the event. He indicated that people like loud music though
22 and that was what people were coming for. He noted they like the feel of it and dancing.

23 Lewis stated he understood what people wanted, but they did not live here. He indicated Mr. Jordan
24 was the one who could balance things. Mr. Jordan responded he would get it all figured out and find
25 out what the decibels are.

26 Lewis stated Mr. Jordan needed to give them for when people called up and complained. Mr. Jordan
27 stated if the performers were told to turn it down, they would but they were going to try and play it
28 as loud as they could. Lewis indicated it sounded louder because of the bass. Mr. Jordan responded
29 there were ways to do things with the speakers where the bass was not as noticeable.

30 Lewis stated he wanted to see this event be successful, but he wanted the neighborhood to be okay
31 with it also. Mr. Jordan noted he did have someone call the six closest neighbors to tell them
32 everything they were doing.

33 Lewis noted the Council's job was to make sure they make an effort. Mr. Jordan stated he really
34 wants this event to work.

35 DeRoche asked what was the consensus from the calls received. Berg responded the one call
36 received so far was that the event caused quite a stir last year and they are out advertising that the
37 event was sanctioned and asked why were they having it again. Berg indicated he replied that there
38 was an application, but it had not been approved and it was up to the Council.

1 DeRoche asked how did they control cannabis. Mr. Jordan responded security would not “get in
2 everyone’s business about that kind of thing,” and they were basically worried about drug dealing,
3 fighting, etc., but if they saw something that looked suspicious, then they would be on it.

4 Look stated staff will contact Lieutenant Peters and figure out what the requirements are going to be.
5 He noted they could try and establish decibel ratings and timeframes and if they could not come to
6 an agreement, they will bring it back to the Council for approval or denial. Look believed the whole
7 point of this meeting was to let Mr. Jordan know that the Council was serious about the requirements
8 and what would happen if they were violated. He believed Mr. Jordan had received the message.

9 **2.0 – Portion of R-1 Zone: West of Hwy 65 from Klondike to 207th Avenue NE**

10 Look stated the City had received a zoning request from a business that was in a residential section.
11 He noted on the map where the area was located and what was surrounding it. He explained the
12 discussion staff had regarding this request and reviewed the entire district. He indicated the thought
13 at this point was if they were going to rezone one small location, it might make sense to extend the
14 B2B zoning all of the way down and make a B2 on Highway 65, with housing off B2, which would then
15 provide a natural barrier for any noise that might happen from the highway. He indicated staff
16 wanted to bring this to a Work Session and discuss it. He noted this would require a comprehensive
17 plan change. He indicated there was also a process for Planning and Zoning as well as open forums.

18 DeRoche stated this had been discussed in the past, but for some reason it did not go through a
19 rezone. Look noted they were looking at this because the business was no longer in business and
20 they had lost their grandfathering status, so it reverted back to a residential zone and now they were
21 asking to switch it back. He asked if it were appropriate to have housing right next to the highway, or
22 would it be more appropriate to have commercial or industrial there for a buffer.

23 Mundle stated that made sense to him.

24 Look stated if Council was not in opposition to it, staff can start going through the process.

25 Lewis stated if they were going to make changes to the Comprehensive Plan, it might be time to look
26 at making a change in some of the percentages of high density versus low-density residential versus
27 commercial industrial. He stated it was his personal opinion that the best play for the City to move
28 forward was to get more commercial and industrial property for the reasons mentioned. Look
29 responded staff could go through that process, but it would be a parallel process different than this
30 one.

31 Meeting adjourned at 6:56 p.m.

32 Submitted by:
33 Kathy Altman
34 *TimeSaver Off Site Secretarial, Inc.*

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL WORK MEETING

March 25, 2024

The East Bethel City Council met on March 25, 2024, at 6:00 p.m. for the regular City Council Work meeting at City Hall.

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

ALSO PRESENT: Matt Look, City Administrator
Aaron Berg, Community Development Director
Rodney Sanow, Fire Chief

1.0 Capstone LLC Fire Department Discussion

Look introduced Jerry Streich, representative of Capstone.

Streich stated Capstone had some questions related to the Fire Department. He summarized his background and experience noting his entire career had been related to police and fire EMS, including being a Fire Chief in a St. Paul district.

Streich reviewed a slide presentation regarding the Minnesota Fire Service. He stated when he looked at East Bethel, many services were contracted out such as the law enforcement and EMC and they had no control over those service areas.

Lewis asked if right now the City had three EMTs. Sanow replied that currently the City has two paramedics, eight EMTs, and the rest of the department is EMRs. Sanow explained that with the City's medical variance from the Allina Medical Director, our EMRs can do the same thing EMTs can, including administering epi-pens, nitro, etc.

Lewis stated he was asking Streich to help the Council understand what is involved in managing a fire department.

Lewis noted the Fire Department was a large part of the City's budget and if they were supposed to do due diligence, not knowing what they were exercising due diligence over was difficult. Berg told the starfish story and the moral of the story being that they never knew when they responded to an emergency if it would make a difference to someone's life.

Lewis told of when he relied on emergency services in his own medical emergency.

Look stated if it was the consensus of the Council to proceed with an evaluation, staff would meet with Streich and put together a professional services agreement.

Streich noted he had conducted a similar survey with the City of Delano, who had a similar department as East Bethel. Lewis believed it was worth spending the funds for an evaluation to give ideas for operational improvements.

1 Mundle asked what would the cost be and was it capped at \$10,000. Streich responded he did not
2 remember the scope, but it was a matter of time. He noted he would not be able to start until May
3 and it might take 64+ hours talking to people, putting it on paper, evaluating it, creating the survey
4 for the firefighters, etc.

5 Lewis stated he was in favor of this.

6 Miller asked if the goal at the end was something like an efficiency report which could help the Fire
7 Department on how they could cover the residents better. Streich responded that was correct and it
8 would address some areas that might need to be improved, but it would not be a "witch hunt."

9 Miller stated he wanted to ensure the Fire Department was involved in this.

10 DeRoche asked what did the Chief think of this. Sanow responded that he agreed with Council that
11 an assessment should be done, and encouraged Council to do so.

12 Mundle stated he wanted to see the proposal first before giving a firm commitment.

13 **2.0 – Retail Sales in Light Industrial (not constructed on site)**

14 Look stated someone had reached out to Berg asking if retail sales could be in a light industrial area.
15

16 Berg stated BMT Truck Lift had contacted him regarding the Code requirement that no more than 25
17 percent of a building in the light industrial district would be used for retail space. He indicated BMT
18 Truck Lift wanted to sell sheds outside of the property, which the City's Zoning Code did not allow.
19 He noted they wanted to put the sheds in the right-away, which he informed them that the City did
20 not own the right-away along Highway 65 and that it was owned by the State. He asked the Council if
21 they wanted to entertain this idea, or if he would contact BMT Truck Lift and inform them this was
22 not allowed.
23

24 Mundle stated he would not support this request. He indicated the Code was there for a reason and
25 either the City follows it, or they ignore it. Look noted there was a process to change the Code if the
26 Council wanted.
27

28 Mundle reiterated he would not support this.

29
30 Smith stated he was not against this. He noted businesses needed to flourish and if it helped this
31 business, he might support it.
32

33 Lewis believed Council had not been given enough information to make a decision.
34

35 DeRoche stated they had to be careful just because somebody makes a request, does not mean the
36 zoning should be changed or they would continually be changing it. He agreed the Council needed
37 more information.
38

39 Lewis stated he did not have enough information to make an informed decision. He indicated his
40 initial reaction was to try to keep some conformity with the Code as that was the purpose of the
41 Code. He noted the sale of sheds was a completely different business than what BMT Truck Lift's
42 current business was.

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Berg stated he needed to know what direction the Council was going if this was to be pursued. Lewis stated he needed more information, but if he wanted an answer right now, he was not interested. He expressed concern that this would start a “junkie” look.

Berg noted if he told them no, they could appeal it and the Council would hear it anyway, so if he could tell them that the Council was not in support that would make an easy answer.

Mundle responded based on the information given, he was not in support. DeRoche agreed.

Look stated the Council’s consensus was that it would not be supported.

3.0 – Legislative Priorities

3.0A State Allocation for Hwy 65/Co Rd 22 Study Dollars

3.0B State Bonding Request

3.0C Federal Earmark

These topics were not discussed.

4.0 – Mobile Home Park Expansion & Utilities Connections

4.0A Wastewater Decommissioning

4.0B Verification and Certification of System

4.0C Non-Conforming Ordinance

These topics were not discussed.

5.0 – Business Registry vs. Business Licensing

Topic not discussed.

6.0 – Architectural Standards

Topic not discussed.

7.0 – Barndominiums

Topic not discussed.

8.0 – Rent Control Proposal

Topic not discussed.

Meeting adjourned at 7:00 p.m.

Submitted by:

Kathy Altman

TimeSaver Off Site Secretarial, Inc.

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL MEETING

April 8, 2024

The East Bethel City Council met on April 8, 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
Tom Loonan, City Attorney
Aaron Berg, Community Development Director
Mike Jeziorski, Deputy City Administrator/Finance Director

1.0 Call to Order

The April 8, 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? 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 2023 Audit Presentation: Abdo – Res. 2024-31, Accepting 2023 Audit

Jeziorski stated 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.

Jeziorski stated upon completion of the City Auditor's report, staff recommended adoption of Resolution 2024-31, 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.

Brad Falteysek, Abdo, presented a slide presentation regarding their opinion and their responsibilities in arriving at that opinion. He indicated it was their opinion that everything in the financial statements was materially accurate and in accordance with generally accepted accounting principles. He stated they were not reporting any non-compliance issues. He noted both reports were "clean reports" this year, which was good.

Alex Trippel, Abdo, reviewed his background and the City's financial results.

Mr. Falteysek stated East Bethel overall was in good shape and doing well. He noted East Bethel has been historically lower than the other cities in Anoka County and the State in general. He indicated the City appeared to be operating more efficiently than others.

Lewis thanked Abdo for their great job and excellent report. Mr. Faltesek responded Jeziorski did a nice job in getting everything ready.

1 **Miller stated I'll make a motion to adopt Resolution 2024-31, Resolution Accepting and Adopting**
2 **the 2023 City of East Bethel Annual Financial Report. Mundle stated I'll second.** Lewis asked any
3 discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion
4 passes. **Motion passes unanimously.**

5 **5.0 Public Forum**

6 Tammy Gimpl, Baton Street, questioned agenda number 8.0G.2. She asked why and was Council
7 looking for this and if the Fire Department had initiated this.

8 Mundle asked how this came to be. Lewis responded it was different conversations with different
9 people including the Fire Department. He noted the Fire Department accounted for approximately
10 \$1.1 million of the City's budget and to his knowledge, there had never been a third party outside of
11 the Department look at how they were doing and if they were doing everything they were supposed
12 to be doing. He indicated Look knew this gentleman, who does this for a living. Lewis indicated this
13 gentleman gave the Council a presentation at the last Work Meeting, and both the Council and Fire
14 Chief Sanow agreed this would be a good idea so they asked him for a proposal.

15 Lewis stated they had a huge cost increase in the Anoka County Sheriff's Department last year, which
16 was managed at the County level. However, the City managed the Fire Department and the Council
17 wanted to do their due diligence and get facts. When they found out that no one had ever looked at
18 the operations of the East Bethel Fire Department as far as they knew, the Council believed it would
19 be the prudent thing to do to get a third party's opinion.

20 Ms. Gimpl asked if they had looked at any other consultants for this. Lewis responded he had looked
21 online but could not find any other Minnesota consultants. He noted out of State consultants would
22 also charge for their travel expenses and could cost up to \$50,000.

23 Ms. Gimpl expressed concern about a "Good Ol' Boys Club" in the Fire Department and the Council.
24 She indicated she had nothing against Mr. Streich but he was known in the City.

25 Lewis asked Ms. Gimpl if she knew of anyone better to recommend. Ms. Gimpl responded if the
26 Council honestly wanted her to look, she could probably get a couple of consultant names tomorrow.
27 She did not believe there were no other consultants in the State. She indicated her issue was that
28 they hired a Fire Chief to do everything and what they were reviewing, was the Fire Chief.

29 Lewis indicated it was important to have an independent party look at this and it would be great if
30 they could find someone who had no knowledge of anyone. Ms. Gimpl indicated she appreciated
31 what the Council was doing, but if they did not trust the Fire Chief and what he was doing, maybe
32 they should hire someone else to come in.

33 Lewis stated the first thing they needed to find out from an independent party was if there was a
34 reason for concern. Ms. Gimpl stated instead of interviewing someone for the Fire Chief's position in
35 the first place, they hired from within which to her was a "Good Ol' Boys Club."

36 Lewis noted they were doing due diligence in getting an independent opinion on how things were
37 going. Ms. Gimpl responded they might get what they paid for and she believed they were just
38 throwing away more money.

39 Lewis indicated if Ms. Gimpl had any other parties to recommend, he would commit to talking to
40 other parties. Ms. Gimpl responded she would give Council the names of some other consultants.

41 **6.0 Consent Agenda**

42 ~~Item A: Approve Bills~~

1 Item B: Approve Meeting Minutes March 25, 2024 City Council Work Meeting

2 ~~Item C: Maynard Peterson Park Field Use Agreement~~

3 ~~Item D: Res. 2024-32 Supporting HF 5189 and SF5309~~

4 Mundle and DeRoche requested to pull Item D. Lewis requested to pull Item A. DeRoche requested to
5 pull Item C.

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

9 **6.0 A Approve Bills**

10 Lewis asked what the bill of \$12,297 for software licensing to Anoka County Fire Protection Council
11 was for. Look responded it was for the public safety data system, which was extremely expensive.

12 Miller asked how many times a year was the software updated. Look responded it depended on how
13 often the software was updated, but he was not sure of the exact length of time. He noted on the
14 prior system, everyone entered their own data and it was now shared. With this system, everyone
15 was on the same page, and when it came to prosecution there was clarity which was important.

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

19 **6.0 C Maynard Peterson Park Field Use Agreement**

20 DeRoche asked if the East Bethel residents ever got to use the fields because it was always under
21 contract. He noted the residents were the ones paying for the park and part of the reason for having
22 the park was so residents could get outside and play ball. Look responded this was transferring the
23 agreement from one entity to the other, and they could not prevent access to the athletic field by
24 other users. He indicated there was a scheduling process that occurred.

25 DeRoche noted there had been issues in the past.

26 Mundle asked if this was different than when other clubs used the Booster fields. Look responded he
27 did not know if it was different, but he would ask Ayshford and get back to the Council.

28 Mundle stated he knew other ball clubs used those field as well. Berg believed the term non-
29 exclusive use said that it was not just theirs to use.

30 **DeRoche stated I'll make a motion to approve Item C of the Consent Agenda. Mundle stated I'll**
31 **second.** Lewis asked any discussion?

32 Look noted Ayshford had just texted him and indicated the contract was for weeknight use and no
33 daytime or weekends. He noted the public would find more use for it on the weekends.

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

36 **6.0 D Resolution 2024-32, Supporting HF 5189 and SF5309**

37 Mundle stated Council had not discussed this before in any meetings and he believed this was a big
38 thing for the City. He requested Look give a summary on this as he knew some residents had
39 questions if they were going forward and if residents would have to hook up to it. Mundle
40 acknowledged this was very early in the process, but it was a concern residents have had. Look
41 explained this was not bonding the City was taking on and it was State bonding. He stated East
42 Bethel Elementary and Cedar Creek Elementary had an interest in hooking up to City utilities and

1 there was a main trunk line running by Highway 65, but there was not a water feature or water tower
2 in the area that the schools could hook up to. This was an ask to the State that they have participated
3 in the past for clean water scenarios and infrastructure projects such as this.

4 Look indicated right now, the State had many Bills in for various similar projects. He stated the
5 schools had septic systems right now which would need replacing at some point. The schools did not
6 want to do a replacement if City services were going to be available. He noted this was an ask to the
7 State and Resolution supported these so it could be presented to the appropriate State committees.

8 Mundle asked if this was awarded, would there be any cost to the City or the residents. Look did not
9 believe there would be any difference in costs short of finding some sort of unsuitable soils.
10 Essentially, it would cover a water tower, a water treatment facility, the piping to get it to the
11 schools, etc. He stated it should cover the costs if the estimate was accurate. He indicated no cost to
12 the City or residents would be the goal.

13 DeRoche stated when he was on the Council previously, he voted against it. And at that time, the
14 residents were told not to worry and if they do not hook up, they did not have to pay; that it would
15 not cost the City. He asked if the City Engineer had looked at what he had dropped off. He noted it
16 would be a shame to run it to the force main and then have it be too small. DeRoche stated he was
17 for the schools, but they were still paying a large Bill on the last sewer/water project that was not
18 supposed to cost anybody any money.

19 DeRoche noted once they get into this and started down this road, they would not just stop and turn
20 around because the momentum was going fast and hard. He agreed with Mundle that the Council
21 had not discussed this and he wanted to see the facts and figures. He stated unless someone put into
22 writing that this was not going to cost the City or residents any money, he would not go for it. He
23 indicated he needed a lot more information.

24 Mundle asked if the Council said they did not want it, was there any cost to turn it down. Look
25 responded there would be no cost. He indicated they had a discussion with the City Engineer in a
26 staff meeting concerning this where the main question was if the force main could handle the
27 additional hookups. The response was that it could handle it as there was capacity. Look indicated
28 the City Engineer had come up with documents putting together estimates. He stated the City was
29 discussing the possibility of another industrial park area and this area would feed off this same
30 sewer/water system, so this was kind of building in anticipation of that as well as with the State's
31 funding.

32 Lewis stated the Council who had put the debt on the City and residents had not gone out to find
33 other people's money, like State bonding. He indicated to him, he saw this as a fundamental
34 difference as to what was done before. He believed they needed to trust the City Engineer as he was
35 around when the system was put in. DeRoche stated the City Engineer had come on after the fact.

36 Lewis pointed out there is a fundamental difference between the way it had been done in the past
37 and now. He noted now they would be using other people's money.

38 Look stated they did look at the price of what a water tower and water treatment would be and how
39 much piping would be necessary. He indicated the City-owned land on the east side of Highway 65 by
40 the Post Office had been identified as a possible location, which would save costs also. He noted that
41 Ayshford and Yocum have worked very closely with him on this in trying to come up with a solid
42 figure. Lewis responded he had confidence in all of the people involve, including Ayshford.

1 Mundle asked if the Ordinances said anything about monetary hookups. DeRoche stated a State
2 Statute said if a sewer/water went by your business or residence, you could be forced to hook up.

3 Berg stated read Section 74 123 regarding mandatory connection to City systems. He believed it
4 would be a requirement for mandatory connection if it were available.

5 DeRoche stated they had lost four businesses in the sewer/water district previously even though they
6 had taken advantage of the low-interest loan program, but some could not afford to hook up.

7 Berg suggested the City Attorney look at this to determine whether it required hooking up or not.
8 Look noted it depended upon whether it was a Charter city and cities had different scenarios. He
9 indicated for this meeting, they should focus on whether they want to expand a commercial/
10 industrial sector of the City and if so, it would need City sewer services. If they wanted to connect the
11 schools, it needed City sewer/water services and the City would need to pay \$10.5 million to make
12 that happen.

13 Look stated the issue was that there were two Bills that if they were funded, the State would pay that
14 instead of the City. He acknowledged there was a \$15 million outstanding Bill and this was \$10.5
15 million. However, in the future, they were not going to be getting another \$10.5 million on top of the
16 \$15 million they were already paying.

17 Miller stated it was his understanding the Bill was telling residents that they were going to be
18 supporting this bond or water tower program and the residents should not have to pay anything. He
19 indicated that made it "much easier to swallow." He asked if he was understanding that correctly.
20 Look responded this was primarily for the school and at this point, they did not have any businesses
21 that were hooking up. He noted there were a lot of possibilities in the future that may or may not
22 happen and this was strictly for the school. Look indicated the school district was desperate to hook
23 up. He stated the City had options and if they decided not to take the \$10.5 million, they could go to
24 the school district and ask for some contribution from them also.

25 DeRoche stated in other words, if they did not take the money and the school district did not pay for
26 it or make a contribution, then it would be saying they needed to raise another levy. Lewis
27 responded that they had the option of not doing it also.

28 Look agreed with Lewis and stated if the bids came in too high, they could decide to not do it.

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

32 **7.0 New Business. Commission, Association, and Task Force Reports**

33 **7.0 A Planning Commission**

34 **7.0 A.1 Planning Commission Appointment**

35 Berg stated on February 12, 2024, Commissioner Joe Reiter submitted a resignation to the members
36 of the City Council which created an open position on the Planning Commission to be filled. Berg
37 indicated City staff advertised the opening and have received two Letters of Interest. The Letters of
38 Interest were provided for the Council's review and consideration.

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

1 Berg recommended the City Council review the applicants’ Letters of Interest and resumes, consider
2 the Planning Commission’s recommendation, and consider appointing candidate to fill the Planning
3 Commission vacancy.

4 **DeRoche stated I’ll make a motion to appoint Diana Saenger to the Planning Commission. Smith**
5 **stated I’ll second.** Lewis asked any discussion?
6

7 Smith stated the reason he supported Diana Saenger was that he was at the Planning Commission
8 meeting and heard the interviews and he believed Ms. Saenger was a very qualified person for this
9 position and he felt they needed new people on the Planning Commission to change things up and
10 move forward in a better direction than they had been.

11 Lewis called the question.

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

14 **7.0 A.2 IUP: Commercial Kennel – 625 221st Avenue NE – Andrew Benik**

15 Berg stated the applicant had requested that his application be withdrawn.

16 **DeRoche stated I’ll make a motion to pull Mr. Benik’s application. Mundle stated I’ll second.** Lewis
17 asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed?
18 That motion passes. **Motion passes unanimously.**

19 Mundle thanked Mr. Benik for trying to follow his passion and in a different circumstance, he
20 believed this would have been a fantastic business. Berg stated Mr. Benik’s intent to request an
21 Ordinance change so Council would be hearing from him again.

22 **7.0 A.3 Variance: Setbacks – 18440 3rd St NE – Steven Franker**

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

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

35 Berg reviewed the three-factor test for practical difficulties and stated on March 26, 2023, the
36 Planning Commission held a Public Hearing and no one spoke except for the applicant. At the
37 conclusion of the public hearing and discussion the Planning Commission made a formal
38 recommendation to the City Council to approve the variance request by a 5-0 vote.

39 Berg requested the City Council review the request, consider the Planning Commission’s formal
40 recommendation, and consider approving the variance request for the placement of a detached
41 accessory structure nearer to the front lot line than the principal dwelling and a reduction of the
42 standard rear yard setback from 25 feet to 18 feet with conditions as presented in Resolution 2024-
43 27.

1 Lewis noted it was prudent that the DNR was okay with the setback. He asked if Berg had heard from
 2 the DNR. Berg responded he had sent a formal letter for the variance request to the Minnesota DNR
 3 and had spoken with a DNR planner who indicated if the DNR had an issue with the request, the City
 4 would hear back from them. As of today's meeting, he had not heard from the DNR, so he assumed
 5 that the DNR had no issue with the request.

6 **DeRoche stated I'll make a motion to adopt Resolution 2024-27, a Resolution Approving a Variance**
 7 **for the Placement of a Structure Nearer to the Right Property Line than the Principal Structure and**
 8 **a Reduction from the Rear Yard Setback Standard of 25 feet to 18 feet from the Construction of a**
 9 **Residential Detached Accessory Structure on property located at 18440 3rd St. NE (PIN 31-33-23-32-**
 10 **0001). Mundle stated I'll second.** Lewis asked any discussion?

11 Lewis inquired what the driveway plans were. Berg displayed the site plan and noted where the
 12 driveway would be located.

13 Smith stated he had looked at the property and that was literally the only place the applicant could
 14 put a detached accessory building and he did not think it would interfere with anything. He believed
 15 this was a good choice.

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

17 **Motion passes unanimously.**

18 **7.0 A.4 Variance: Second Driveway – 20910 Buchanan Street NE – Scott Pfipsen**

19 Berg stated on February 22, 2024, the City of East Bethel received a Variance application from Scott
 20 Pflipsen, the property owner at 20910 Buchanan Street NE, for the construction of a second
 21 driveway/ access to his parcel off of Buchanan Street NE. In 2021, Mr. Pflipsen was permitted to
 22 construct a detached accessory structure on his property. Due to the placement of the primary
 23 residence on the north side of the parcel and its proximity to the side yard lot line, Mr. Pflipsen
 24 constructed the detached accessory structure on the south side of the primary residence. The layout
 25 of the home placed the garage on the north side of the house, away from the detached accessory
 26 structure. This orientation places the driveway/access nearly 75 feet away from the newly
 27 constructed detached accessory structure. Adding to the existing driveway to get the detached
 28 accessory structure would taking up the majority of his front yard. A driveway that provides direct
 29 access to the second garage could look better than an extension that runs parallel to the City right-of-
 30 way through the front yard.

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

33 Berg reviewed Section 10, General Development Regulations, Sub. 15. He stated there are two other
 34 parcels in the Hidden Haven County Club Estates that appear to have second driveways. A historical
 35 review of the GIS aerials provide information that one of them existed prior to 2008 when the
 36 ordinance revision occurred prohibiting second driveways from R-1 and R-2 Zoned parcels.

37 Berg indicated the consideration of a variance requires the consideration of a three-factor test for
 38 practical difficulties. In this case it could be argued that the practical difficulties can be partially met
 39 therefore alternative findings of fact have been included for consideration.

40 Berg reviewed the three-factor test.

41 Berg stated on March 26, 2024, the Planning Commission held a Public Hearing and reviewed the
 42 application information. There were multiple neighbors who spoke in both opposition and support of
 43 the request. Concerns ranged from property values, precedence, potential business, extra vehicles,

1 and deterrent for future home buyers. Support from three neighbors were voiced and the applicant
2 presented a document with 24 additional neighborhood signatures in support. By a 3-2 vote, the
3 Planning Commission recommends approval of the variance request for the placement of a second
4 driveway at 20910 Buchanan Street NE.

5 Berg requested the City Council review the request, consider the Planning Commission's formal
6 recommendation, and approve or deny the variance request for a second driveway as presented in
7 Resolution 2023-28A or B.

8 **Mundle stated I'll make a motion to adopt Resolution 2024-28 Resolution Granting a Variance for**
9 **the Placement of a Second Driveway on Property Located at 20190 Buchanan St NE (PIN: 17-33-23-**
10 **23-0021. Miller stated I'll second. Lewis asked any discussion?**

11 DeRoche stated it made sense to extend the driveway to finish it, but this was also not a situation
12 that was topographical and he was concerned that residents would put in the homes and then down
13 the road, will ask for a variance. He believed that was something the Council needed to take into
14 consideration at the initial planning level because at some point, the answer would be no and then
15 that person would ask why it was allowed in this situation.

16 DeRoche noted the Planning Commission did not vote in favor of this unanimously. However, he
17 agreed it did make sense to finish the driveway to make it look right.

18 Miller stated he had looked at this property and the applicant had a very nice house, but
19 unfortunately, the way the house was situated, the garage was on the wrong side. He indicated to
20 put a driveway through someone's yard was tough.

21 DeRoche asked if the City had a similar issue a while ago and that person was required to remove the
22 driveway. Berg stated in this situation, the City had stopped construction on the driveway before it
23 was put in. He explained what the Ordinance said and noted if the applicant had originally said he
24 was intending on putting in a driveway before he built the garage, he would have been informed that
25 he could not do that. In this instance, the applicant had said he was not going to put in a driveway.

26 Lewis stated it looked odd without the extension to the street and to have an apron driveway in dirt.
27 Berg stated to his knowledge, the concrete was being framed for the driveway when the City
28 requested the stop work order.

29 Lewis stated he did not like asking for forgiveness instead of asking for permission, but the Council
30 could do what they wanted on this one.

31 Berg stated when the garage was put in, it was unknown how many trips a week there would be. He
32 indicated if this were simply used for storage, it would not need to be accessed every day. He noted
33 the City did not ask those questions and the applicant was not required to answer them.

34 Lewis noted a Class 5 driveway would not have been permitted either. Berg agreed and indicated it
35 would not as this was on an improved street, so the applicant would have been required to improve
36 the surface to match or be superior to what the right-of-way had.

37 DeRoche asked if this stayed dirt, was there going to be more of a hazard as it would turn to mud
38 when it rained and the applicant would be putting mud on the street. Berg noted there had been
39 neighborhood complaints about the second driveway and this was how it became a pending Code
40 enforcement case.

41 Lewis asked for a further explanation of Berg's comment. Berg responded the City received a call
42 from a neighbor who lodged a formal complaint that the applicant was in violation of the Code

1 because second driveways were not permitted and the continued use made this a second driveway as
2 it compacted the soil and no vegetation was growing. He noted this did not meet the zoning
3 standard so the City's response was that this would be investigated and a letter was sent to the
4 applicant in which the applicant called the City for his options, which were to remove it and put in a
5 driveway across the front yard or request a variance.

6 Mundle asked if there were other driveway Code violations in the neighborhood. Berg responded
7 there were two other properties that had second driveways. One was allowed to remain gravel as it
8 predated 2008 and the other driveway was not paved, but it was getting regular use. He indicated
9 that driveway had compacted and there was no vegetation. Berg noted there was also a driveway
10 with 24 feet as well as a couple of driveways that were beyond the standard 24 feet.

11 Lewis asked if there were any neighborhood covenants that addressed this. Berg responded there
12 were neighborhood covenants, but they did not specifically address driveways. He noted though that
13 the City Code did not take into consideration neighborhood covenants because covenants were
14 private agreements between the developer and the homeowners, so the City did not enforce the
15 covenants. He indicated the detached accessory structure met City Code.

16 Mundle asked in order for covenants to be enforced if this would be a civil issue. Berg responded
17 that was correct.

18 Smith asked if the person who complained about this had filed a written complaint. Berg replied they
19 had.

20 DeRoche asked at what point did common sense kick in. He indicated this was not black and white
21 and they needed to be able to reason things out. He stated this could be creating a safety issue on
22 the street as well as not looking very good. He noted it was unfortunate, but that was the way it
23 went.

24 Berg stated without a solution such as a variance or the requirement of the driveway being extended
25 across the front yard, this would eventually end up with citations and in litigation because it was a
26 violation of the City's Code. He indicated with a formal complaint being filed, it needed to be
27 rectified in some form whether that be the applicant was not allowed a second driveway, or the
28 variance was issued for a second driveway, which would take care of the complaint.

29 **Loonan** stated in looking at the variance, it was the practical difficulty test in the findings because if
30 the decision of the Council, whether it was approved or denied, could be challenged in the Court
31 system and that would be the standard they were going to look at. He indicated the discussion was
32 relevant to the factors, but in making the determination, he recommended they were making them
33 based on those critical criteria under the practical difficulties so it would hold up to scrutiny. Those
34 were the standards even though the other stuff they were discussing could have some relevance also.

35 Berg stated that was the reason he had written the alternative answers to the first version, so there
36 was a finding of fact in either direction because there might be support for partial in both cases. He
37 indicated if the Council chose to approve the variance, there was a Finding of Fact to support it, and if
38 they chose to deny it there would also be a Finding of Fact that would support the denial.

39 Lewis asked the applicant to approach the podium.

40 Lewis asked Mr. Pflipsen if he had spoken with the neighbor who had made the complaint. Mr.
41 Pflipsen responded that neighbor was a snowbird. He believed his neighbor was concerned about
42 parking more vehicles in the driveway, but he indicated there were no vehicles in the driveway. With
43 respect to the concrete pad, he indicated that was put in as the garage was put up. He stated he had

1 been driving over the grass three times per week and then he got complaints that it was starting to
2 turn to mud. He indicated his only other choice would be to put the driveway through his front yard,
3 which would not look good.

4 Lewis acknowledged it would not look too good to have the driveway go through his front yard, but
5 he might vote in opposition to this as he had a real issue with asking forgiveness after the fact. He did
6 not like encouraging this stuff and ignorance of the law was no excuse, but he was also a libertarian
7 so he did not like heavy handed government either. He indicated he was really "in the crosshairs" on
8 this one.

9 Lewis acknowledged DeRoche's comment about common sense and it would look better to have a
10 finished driveway, which did make sense, but it was the way this was done. He called the question.

11 To the motion, all in favor say aye. **Mundle, DeRoche, Miller, and Smith.** Lewis asked any opposed?
12 **Lewis.** That motion passes. **Motion passes 4-1.**
13

14 **7.0 A.5 IUP Amendment: 1311 229th Avenue NE – Taras Martyenko**

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

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

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

28 Berg reviewed Section 04 – Applications and Procedures (I.) Amendment.

29 Berg stated B & T Trucking is a requesting an amendment to the conditions of their IUP to permit the
30 sale or transfer of vehicles in order to continue the business operations. Berg indicated the existing
31 IUP conditions are identified in Resolution 2021-28 and include:
32

- 33 1. Permit shall expire when:
 - 34 a. The property is sold, or
 - 35 b. Non-compliance of IUP conditions.
- 36 2. No more than fifteen (15) tractor trailers may be stored on the property at any given
37 time.
- 38 3. The Interim Use Permit is not transferable to any other businesses.
- 39 4. The property must remain neat and orderly and trucks and trailers shall be screened
40 from the public right-of-way.
- 41 5. The fenced storage area must not be expanded from the existing footprint.
- 42 6. City Council, at their discretion, may modify conditions at any time.

43 Berg stated on March 26, 2024, the Planning Commission held a Public Hearing where no one spoke.
44 After review of the information and a discussion, the Planning Commission, by a 5-0 vote, formally
45 recommend denial to the City Council for an amendment to the IUP to permit limited auto mobile

1 sales at 1311 229th Ave NE, zoned Light Industrial (I).

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

7 **Lewis stated I’ll make a motion approving a Resolution 2024-29 Denying an Interim Use Permit**
8 **Amendment for B & T Trucking, Located at 1311 – 119th Avenue NE, PINs 32-34-23-34-0005 and 32-**
9 **34-23-34-0006. Mundle stated I’ll second.** Lewis asked any discussion?

10 Mundle asked if, by denying this, did that mean they could not post ads on Facebook Marketplace or
11 anywhere else. Berg responded the City was a complaint-based Code enforcement, so if someone
12 were to complain today that there was a For Sale sign with vehicles out front of the business right
13 now, the City would start Code enforcement action. However, if the applicant chose to not put signs
14 out, and ads were put up electronically and no one complained, then no Code enforcement would be
15 taken, even though by definition this would be automobile sales.

16 Berg noted according to applicant’s IUP granted in 2021, the property must remain neat and orderly
17 with all trucks and trailers being screened from the public right-of-way. He noted they would be in
18 violation of the IUP conditions by one attempt to sell vehicles. He indicated the City had not received
19 any formal complaints at this time.

20 Smith asked why were they discussing this now. Berg responded the applicant could not sell more
21 than five vehicles because they have to get the City’s permission to get a dealer’s license from the
22 Department of Public Safety, which they could not get as that was not allowed.

23 Berg noted the applicant had alternatives such as taking the vehicles to fleet sales companies to be
24 disposed of, but by doing that the applicant would need to pay a commission and would losing some
25 revenue.

26 To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes.
27 **Motion passes unanimously.**
28

29 **7.0 A.6 CUPA: 1281 187th Avenue NE – Designing Earth Contracting**

30 Berg stated Designing Earth Contracting, Inc., an East Bethel company is in the finishing stages of
31 their new 19,000 sq. ft. facility, located on at 1282 187th Lane NE. The applicant is requesting to
32 expand the previously approved exterior storage yard to include a 40’ x 80’ (3,200 sq. ft.)
33 prefabricated, PVC fabric, hoop framed Detached Accessory Structure for general storage.

34 Berg reviewed the property zoning, Code requirements, Detached Accessory Structures, Architectural
35 Design, and the size and number of accessory structures. Berg stated the main portion of the DEC
36 Facility is on a 4-acre parcel with an adjacent 2-acre parcel. According to size regulations a 4-acre lot
37 would allow for a 2,700 sq. ft. accessory structure. If combined a 6-acre parcel would allow for a
38 3,240 sq. ft. accessory structure.

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

43 Berg requested the City Council review the request, consider the Planning Commission’s formal

1 recommendation, and approve or deny the CUPA as presented in Resolution 2024-30A or B.
2 Additionally, an amended CUP Agreement must be fully executed by the owner.

3 **Mundle stated I'll make a motion adopt Resolution 2024-30 Approving a Conditional Use Permit**
4 **Amendment for the Placement of a Temporary Detached Accessory Structure in the Permitted**
5 **Exterior Storage Area on Property Located at 1282 187th Lane NE (PIN: 32-33-23-24-0018)**
6 **conditioned that the CUP amendment be revisited in 3 years from the date of approval. Motion**
7 **died for lack of a second.**

8 **Smith stated I'll make a motion adopt Resolution 2024-30 Approving a Conditional Use Permit**
9 **Amendment for the Placement of a Temporary Detached Accessory Structure in the Permitted**
10 **Exterior Storage Area on Property Located at 1282 187th Lane NE (PIN: 32-33-23-24-0018)**
11 **conditioned that the CUP amendment be revisited in 5 years from the date of approval. Miller**
12 **stated I'll second.** Lewis asked any discussion?

13 DeRoche stated this was a "classy" business, but he was concerned that Council did not know what
14 the canopy was made of and what would it look like in a year or two. Berg responded the applicant
15 told the Planning Commissioners that it was expected to have a 5- to 7-year life expectancy from the
16 manufacturer and that was where the Commissioners got to the 5-year requirement, so if the canopy
17 was damaged by that time, the City had a means to require it to be replaced.

18 DeRoche expressed concern that the manufacturer was located in a warm climate and did not take
19 into account the winter weather in Minnesota. Berg responded that the distributor was located in
20 Ham Lake.

21 Mundle stated part of his reasoning was that this could always be reappraised every three years
22 considering this was a corner lot and was highly visible. Berg responded if it were Council's wishes,
23 they could add to the motion that if this building were to be in a state of disrepair, which would be a
24 violation of the condition, it would trigger the possibility of the City bringing the applicant back to ask
25 that either the CUP permit be amended again, to repair the building, or to remove it.

26 DeRoche stated he believed that would be a good thing to do. **Loonan** advised that if this was what
27 the Council wanted, they could amend the resolution adding that as a condition or debate the current
28 motion and vote on it. He noted if the current motion was approved, then they could vote on an
29 amended Resolution.

30 **DeRoche stated I'll make a motion to amend the approval to add a condition that if this building**
31 **were to be in a state of disrepair, this would be a violation of the condition which would require**
32 **this be brought back to Council for either a CUP amendment, or to repair the building, or to remove**
33 **it. Smith stated I'll second.** Lewis asked any discussion? To the amended motion, all in favor say aye.
34 **All in favor.** Lewis asked any opposed? That amended motion passes. **The Amended Motion passes**
35 **unanimously.**

36 Lewis inquired as to how large this structure would be. Berg responded if the Council looked at the
37 property, the applicant had 3 lots that have been combined and there was another site which was
38 prepped for a future building. He stated the applicant had informed the Planning Commissioners that
39 when he was ready to build the future building, this temporary structure would be removed and the
40 items stored in the temporary structure would be moved into the new building.

41 Lewis stated this was a smart way to get a lot of dry storage.

42 To the original motion, all in favor say aye. **All in favor.** Lewis asked any opposed? The original
43 motion passes. **Original Motion passes unanimously.**

1
2 **7.0 B Economic Development Authority**

3 None.

4
5 **7.0 C Park Commission**

6 None.

7
8 **8.0 Department Reports**

9 **8.0 A Community Development**

10 None.

11 **8.0 B Engineer Report**

12 None.

13 **8.0 C City Attorney**

14 None.

15 **8.0 D Finance**

16 None.

17 **8.0 E Public Works**

18 None.

19 **8.0 F Fire Department**

20 None.

21 **8.0 G City Administrator Report**

22 **8.0 G.1 Town Hall Meeting Dates**

23 Look stated the Spring Town Hall Meeting was generally held in April and was proposed for a date
24 that did not conflict with any other municipal or School District meetings. Staff had reviewed and
25 found there to be no conflicts with the evening meeting schedules for ISD #15, ISD #831, or any East
26 Bethel Commissions or Committees in April 2024 for the dates listed below:

- 27 • Tuesday, April 16th
- 28 • Thursday, April 18th
- 29 • Thursday, April 25th
- Wednesday, April 17th
- Wednesday, April 24th
- Tuesday, April 30th

30 Look requested that the City Council set a date for the 2024 Spring Town Hall Meeting.

31 **Smith stated I'll make a motion to approve May 2, 2024 for the Spring Town Hall Meeting. Miller**
32 **stated I'll second.** Lewis asked any discussion?

33 Lewis stated he was not going to go through what happened at the last Town Hall meeting with a
34 "group of self-serving people hijacking the meeting." He indicated he would shut the meeting down
35 if that occurred again. He stated that meeting had strained his patience, it did the City no good, he
36 would not tolerate it this time, and if people did not like it, he would take the blame.

37 Miller noted that meeting also cost the City a lot of money when someone put in a data request and
38 then never picked up the information.

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

40 **Motion passes unanimously.**

41 **8.0 G.2 Capstone LLC Contract Approval**

1 Look stated the City was given a presentation by Mr. Jerry Streich, CEO of Capstone, LLC, from
2 Nowthen Minnesota.

3 Look requested the City Council review and approve the contract. The contract would begin on May
4 5, 2024 and would include but not be limited to a review of Fire Department's operations, policies,
5 procedures, financial needs, and Department morale.

6 Lewis stated they had done their due diligence on this. Look noted he had no vested interest in the
7 work Mr. Streich did, but he believed Mr. Streich was fully competent to do the analysis and give the
8 information the City was looking for. He stated if the Council wanted to look at other opportunities,
9 they could do that in the future but they might ultimately come out with the same outcome.

10 DeRoche stated he had no issues going with Capstone.

11 Lewis clarified that this was not Capstone Homes who was building a development in the City, and
12 this was a different Capstone.

13 **DeRoche stated I'll make a motion to approve the Contractual Agreement for Services Fire Service**
14 **Consulting and Management. Smith stated I'll second.** Lewis asked any discussion?

15 Mundle stated with respect to compensation, he understood the price was going to be \$10,000.
16 Lewis responded that was correct.

17 Look stated Mr. Streich had given the City an estimate of \$5,000 to \$10,000 and after further
18 discussions, Mr. Streich believed it would probably be closer to the \$10,000.

19 Lewis stated he would like to add the option service under bullet point B be moved into the primary
20 services. He wanted the Emergency Response Plan reviewed. He also noted the signature line said
21 City of Bethel and not City of East Bethel. Look responded he had noticed that as well and would
22 request that change.

23 **Loonan** suggested if the request were to amend the contract, the Council should amend the motion
24 to eliminate any confusion. Then it would be up to Capstone to accept the amendment or decline it
25 and bring it back to the Council at that time or amend their contract if it would be more money for
26 the emergency response plan review, which would then be brought back to the Council for approval.

27 Look stated the option services were ala carte, so they could be added but there would be some
28 financial ramifications in doing so. He believed they could approve the primary services and any
29 optional service that they wanted. Lewis stated he did not want to approve it without the primary
30 service being there.

31 Look suggested amending the motion adding optional service be included.

32 **Loonan** advised the actual amendment would be for the optional service to be added to the primary
33 service so it would be under the contract price and it would not be an additional cost for the optional
34 service. If it was going to be an additional cost, then Council would need to approve the additional
35 expenditure under a new contract.

36 Look noted the additional amount could be covered under professional services and that would be
37 approved from the administrative level.

38 **Loonan** believed it was important that the motion make it clear what the Council wanted so they did
39 not run into any confusion when additional services are billed when the Council might have thought
40 that should have been part of the flat \$10,000 rate.

41 Lewis stated he would like to approve the contract as amended. **Loonan** responded if the majority of

1 the Council were inclined to agree to the amendment, it could delay the process and the \$10,000 may
2 no longer be the price with the additional service added, but it was up to the Council if they wanted
3 the amendment in the motion. He indicated they should have a consensus or make a formal motion
4 to amend the motion.

5 Lewis asked the other Councilmembers if they were okay with the amendment. Mundle responded
6 he just wanted to make sure they knew the cost, but he was okay with the amendment.

7 DeRoche asked what would happen if it was \$15,000. Lewis responded they would not do it then.

8 Look stated the cleanest way to do this would be to have a motion for the primary service and then
9 they would set up another contract with Capstone for the emergency plan if they wanted to charge
10 the City for it.

11 DeRoche asked if the emergency plan was something the Fire Chief was supposed to do. Look
12 responded yes, and they were required to have one.

13 Lewis stated his intent was to have a review of the emergency plan, included in the primary services
14 and that was the intent of the proposed amendment.

15 Berg stated Lewis could make a motion to amend the current motion to include the emergency
16 response in the primary in an amount not to exceed \$10,000 and then vote on the amended motion
17 and if Capstone said they could not do it for \$10,000 and the cost would be \$15,000, then the Council
18 would see another contract in the amount of \$15,000.

19 Mundle stated that sounded like a good plan.

20 **Loonan** stated that was correct, and if they were looking at this as a contract, an offer had been made
21 to the City, and if Council were looking to modify that offer by adding additional services, Capstone
22 would have the opportunity to either accept or deny it. He indicated the City was basically making a
23 counteroffer and if Capstone agreed to it, then the City would enter into the contract.

24 **Lewis stated I'll make an amended motion to amend the contract to include the review of the City's**
25 **Emergency Response Plan, which as in the original form of the contract was included as an optional**
26 **service but include the optional service in the primary service with compensation to be no more**
27 **than \$10,000. Miller stated I'll second.** Lewis asked any discussion? To the amended motion, all in
28 favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion to amend passes**
29 **unanimously.**

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

32 9.0 – Other Items

33 9.0 A Staff Report

34 None.

35 9.0 B Council Reports

36 DeRoche stated he heard that the golf course was going to be open for another year. Berg responded
37 he had not seen any formal information regarding this, Capstone was still in the process of getting
38 information gathered, and the Council might see the Final Plat in May, but Capstone still had a lot of
39 work to do. He stated he did not believe the sale had been finalized as of yet.

40 Mundle stated he had a Sunrise River WMO meeting with good news that they had some shoreline
41 revision grants approved for next year to help improve multiple shorelines on the lakes. He indicated
42 Sunrise also found another potential source for grants that they were investigating and right now, it

1 was looking good that they might have a new grant source. He noted he saw that MnDOT had put
2 out a statement that road construction would be starting on Highway 65 this coming week. Look
3 stated he had spoken with Shiela Kauppi about this and he expected they will be coming to the next
4 Council meeting to give an update.

5 **9.0 C Other**

6 None.
7

8 **9.0 D Closed Session**

9 **9.0 D.1 19141 East Front Blvd NE – Attorney Client Privilege to discuss pending or threatened litigation –**
10 **MN Stat, Section 130D.05, Subd. 3(b)**

11 **Loonan** stated thank you Mr. Mayor. For the benefit of the public, we'd note that at this time the
12 Council's about to go into Closed Session to discuss pending or threatened litigation under MN Stat,
13 Section 13D.05, Subd. 3(b), 19141 East Front Blvd NE.

14 This Closed Session will be tape recorded as required by Statute with that tape being maintained for a
15 period of two years. The Council will come back into Open Session after having concluded its Closed
16 Session and announce if there are any actions taken during the course of the Closed Session. With
17 that being said, Mr. Mayor, I recommend that a motion be made to go into Closed Session for the
18 purposes I've indicated.

19 Council recessed for a short break at 9:35 p.m.

20 **DeRoche stated I'll make a motion to go into Closed Session for the purposes that City Attorney's**
21 **indicated. Smith stated I'll second.** Lewis asked any discussion? All in favor say aye? **All in favor.**
22 Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

23 *(Council moved into Closed Session.)*

24 *(Council reconvenes Open Session.)*

25 **Loonan** stated thank you Mr. Mayor. For the benefit of the public and for the record, we note the
26 Council is back in Open Session after having concluded a Closed Session pursuant to attorney-client
27 privilege. The Closed Session was attended by the entire Council, City Administrator Look,
28 Community Director Aaron Berg, and himself and no formal action was taken. With that being said,
29 Mr. Mayor, that concludes the summary report required.

30 **Loonan** stated while no formal action was taken in the Closed Session, he believed it was the desire of
31 the Council to make a motion to reconsider.

32 **DeRoche stated I'll make a motion for reconsideration of Resolution 23-19 at the next Council**
33 **meeting on April 22, 2024. Smith stated I'll second.** To the motion, all in favor say aye. **All in favor.**
34 Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

35 **10.0 Adjourn**

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

38 Meeting adjourned at 10:14 PM.

39 Submitted by:

40 Kathy Altman

41 *TimeSaver Off Site Secretarial, Inc.*

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

RESOLUTION NO. 2024-33

**RESOLUTION ACCEPTING BIDS FOR THE
2024 STREET RECONSTRUCTION PROJECT**

WHEREAS, pursuant to the advertisement for bids for the 2024 Street Reconstruction Project, bids were received electronically, reviewed, and tabulated according to law, and the following bids were received complying with the advertisement:

| | Base Bid |
|------------------------------------|-----------------|
| Knife River Corporation | \$837,085.77 |
| Kuechle Underground Inc. | \$841,851.93 |
| Dresel Contracting Inc. | \$941,464.65 |
| Asphalt Surface Technologies Corp. | \$948,749.41 |
| Douglas-Kerr Underground, LLC | \$1,028,618.01 |
| Forest Lake Contracting, Inc. | \$1,058,871.95 |

AND WHEREAS, it appears that Knife River Corporation of Sauk Rapids, Minnesota is the lowest responsible bidder;

AND WHEREAS, the City accepts the bid proposal from Knife River Corporation in the amount of \$837,085.77;

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Knife River Corporation of Sauk Rapids, Minnesota in the name of the City of East Bethel for the 2024 Street Reconstruction Project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

2. The City Engineer is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this 22nd 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

**BID TABULATION
CITY OF EAST BETHEL
2024 STREET RECONSTRUCTION PROJECT**

Bids were opened April 12, 2024 at 11:00 a.m.
A total of six (6) bids were received, as shown herein.

| Base Bid | | | | | Knife River Corporation | | Kuechle Underground Inc. | | Dresel Contracting Inc. | |
|----------|------------------|-----------------------------------------------------|--------------|--------------------|-------------------------|---------------|--------------------------|---------------|-------------------------|---------------|
| ITEM NO. | Mn/DOT SPEC. NO. | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| 1 | 2021.501 | MOBILIZATION | LUMP SUM | 1 | \$ 59,000.00 | \$ 59,000.00 | \$ 39,000.00 | \$ 39,000.00 | \$ 88,900.00 | \$ 88,900.00 |
| 2 | 2104.502 | REMOVE CATCH BASIN | EACH | 3 | \$ 200.00 | \$ 600.00 | \$ 300.00 | \$ 900.00 | \$ 400.00 | \$ 1,200.00 |
| 3 | 2104.502 | REMOVE SIGN | EACH | 14 | \$ 25.00 | \$ 350.00 | \$ 25.00 | \$ 350.00 | \$ 48.00 | \$ 672.00 |
| 4 | 2104.502 | REMOVE MAIL BOX SUPPORT | EACH | 19 | \$ 100.00 | \$ 1,900.00 | \$ 100.00 | \$ 1,900.00 | \$ 120.00 | \$ 2,280.00 |
| 5 | 2104.503 | SAWING CONCRETE PAVEMENT - FULL DEPTH | LIN FT | 19 | \$ 5.50 | \$ 104.50 | \$ 3.00 | \$ 57.00 | \$ 6.00 | \$ 114.00 |
| 6 | 2104.503 | SAWING BITUMINOUS PAVEMENT - FULL DEPTH | LIN FT | 572 | \$ 1.85 | \$ 1,058.20 | \$ 3.00 | \$ 1,716.00 | \$ 2.40 | \$ 1,372.80 |
| 7 | 2104.503 | REMOVE PIPE CULVERT | LIN FT | 60 | \$ 10.00 | \$ 600.00 | \$ 10.00 | \$ 600.00 | \$ 8.75 | \$ 525.00 |
| 8 | 2104.503 | REMOVE SEWER PIPE (STORM) | LIN FT | 414 | \$ 12.00 | \$ 4,968.00 | \$ 12.00 | \$ 4,968.00 | \$ 10.14 | \$ 4,197.96 |
| 9 | 2104.503 | REMOVE CURB AND GUTTER | LIN FT | 406 | \$ 4.00 | \$ 1,624.00 | \$ 3.00 | \$ 1,218.00 | \$ 4.19 | \$ 1,701.14 |
| 10 | 2104.504 | REMOVE BITUMINOUS PAVEMENT | SQ YD | 1094 | \$ 9.00 | \$ 9,846.00 | \$ 3.00 | \$ 3,282.00 | \$ 3.41 | \$ 3,730.54 |
| 11 | 2104.504 | REMOVE CONCRETE PAVEMENT | SQ YD | 46 | \$ 12.00 | \$ 552.00 | \$ 3.00 | \$ 138.00 | \$ 22.83 | \$ 1,050.18 |
| 12 | 2106.507 | EXCAVATION - COMMON (P) | CU YD | 511 | \$ 9.00 | \$ 4,599.00 | \$ 19.00 | \$ 9,709.00 | \$ 21.22 | \$ 10,843.42 |
| 13 | 2106.507 | EXCAVATION - MUCK | CU YD | 2065 | \$ 12.25 | \$ 25,296.25 | \$ 19.00 | \$ 39,235.00 | \$ 19.16 | \$ 39,565.40 |
| 14 | 2106.507 | EXCAVATION - CHANNEL AND POND | CU YD | 890 | \$ 13.00 | \$ 11,570.00 | \$ 19.00 | \$ 16,910.00 | \$ 18.40 | \$ 16,376.00 |
| 15 | 2106.507 | SELECT GRANULAR EMBANKMENT (CV) | CU YD | 664 | \$ 20.00 | \$ 13,280.00 | \$ 10.00 | \$ 6,640.00 | \$ 30.19 | \$ 20,046.16 |
| 16 | 2112.519 | SUBGRADE PREPARATION | ROAD STATION | 43 | \$ 230.00 | \$ 9,890.00 | \$ 200.00 | \$ 8,600.00 | \$ 253.00 | \$ 10,879.00 |
| 17 | 2211.509 | AGGREGATE BASE CLASS 5 | TON | 1130 | \$ 21.00 | \$ 23,730.00 | \$ 0.01 | \$ 11.30 | \$ 16.65 | \$ 18,814.50 |
| 18 | 2215.504 | FULL DEPTH RECLAMATION | SQ YD | 12666 | \$ 1.45 | \$ 18,365.70 | \$ 6.00 | \$ 75,996.00 | \$ 1.96 | \$ 24,825.36 |
| 19 | 2215.507 | HAUL FULL DEPTH RECLAMATION (LV) (P) | CU YD | 2835 | \$ 15.00 | \$ 42,525.00 | \$ 10.00 | \$ 28,350.00 | \$ 6.77 | \$ 19,192.95 |
| 20 | 2233.504 | MILL BITUMINOUS SURFACE (2.0") | SQ YD | 299 | \$ 22.50 | \$ 6,727.50 | \$ 11.75 | \$ 3,513.25 | \$ 22.73 | \$ 6,796.27 |
| 21 | 2357.506 | BITUMINOUS MATERIAL FOR TACK COAT | GALLONS | 661 | \$ 2.50 | \$ 1,652.50 | \$ 3.85 | \$ 2,544.85 | \$ 2.53 | \$ 1,672.33 |
| 22 | 2360.504 | TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) 3.0" THICK | SQ YD | 768 | \$ 21.00 | \$ 16,128.00 | \$ 30.11 | \$ 23,124.48 | \$ 21.21 | \$ 16,289.28 |
| 23 | 2360.509 | TYPE SP 12.5 WEARING COURSE MIXTURE (2,B) | TON | 1674 | \$ 76.00 | \$ 127,224.00 | \$ 71.65 | \$ 119,942.10 | \$ 76.76 | \$ 128,496.24 |
| 24 | 2360.509 | TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B) | TON | 1644 | \$ 76.00 | \$ 124,944.00 | \$ 72.45 | \$ 119,107.80 | \$ 76.76 | \$ 126,193.44 |
| 25 | 2501.502 | 12" RC PIPE APRON | EACH | 1 | \$ 715.00 | \$ 715.00 | \$ 1,600.00 | \$ 1,600.00 | \$ 1,200.60 | \$ 1,200.60 |
| 26 | 2501.502 | 15" RC PIPE APRON | EACH | 3 | \$ 775.00 | \$ 2,325.00 | \$ 2,000.00 | \$ 6,000.00 | \$ 1,309.80 | \$ 3,929.40 |
| 27 | 2503.503 | 12" RC PIPE SEWER DESIGN 3006 CLASS V | LIN FT | 107 | \$ 58.00 | \$ 6,206.00 | \$ 55.00 | \$ 5,885.00 | \$ 87.54 | \$ 9,366.78 |
| 28 | 2503.503 | 15" RC PIPE SEWER DESIGN 3006 CLASS V | LIN FT | 840 | \$ 70.00 | \$ 58,800.00 | \$ 60.00 | \$ 50,400.00 | \$ 73.44 | \$ 61,689.60 |
| 29 | 2506.502 | CASTING ASSEMBLY | EACH | 9 | \$ 1,300.00 | \$ 11,700.00 | \$ 1,040.00 | \$ 9,360.00 | \$ 1,166.67 | \$ 10,500.03 |
| 30 | 2506.503 | CONSTRUCT DRAINAGE STRUCTURE DESIGN H | LIN FT | 6.5 | \$ 475.00 | \$ 3,087.50 | \$ 462.00 | \$ 3,003.00 | \$ 642.23 | \$ 4,174.50 |
| 31 | 2506.503 | CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020 | LIN FT | 26.9 | \$ 610.00 | \$ 16,409.00 | \$ 897.00 | \$ 24,129.30 | \$ 1,115.94 | \$ 30,018.79 |
| 32 | 2511.507 | RANDOM RIPRAP CLASS II | CU YD | 8 | \$ 125.00 | \$ 1,000.00 | \$ 150.00 | \$ 1,200.00 | \$ 169.50 | \$ 1,356.00 |
| 33 | 2521.518 | 4" CONCRETE WALK | SQ FT | 175 | \$ 7.50 | \$ 1,312.50 | \$ 8.50 | \$ 1,487.50 | \$ 8.67 | \$ 1,517.25 |
| 34 | 2521.602 | DRILL AND GROUT REINF BAR (EPOXY COATED) | EACH | 13 | \$ 10.00 | \$ 130.00 | \$ 12.00 | \$ 156.00 | \$ 12.24 | \$ 159.12 |
| 35 | 2521.618 | CONCRETE CURB RAMP WALK | SQ FT | 75 | \$ 16.21 | \$ 1,215.75 | \$ 16.90 | \$ 1,267.50 | \$ 17.24 | \$ 1,293.00 |
| 36 | 2531.503 | CONCRETE CURB AND GUTTER DESIGN B418 | LIN FT | 6532 | \$ 16.58 | \$ 108,300.56 | \$ 16.75 | \$ 109,411.00 | \$ 17.09 | \$ 111,631.88 |
| 37 | 2531.503 | CONCRETE CURB AND GUTTER DESIGN B612 | LIN FT | 143 | \$ 31.50 | \$ 4,504.50 | \$ 27.10 | \$ 3,875.30 | \$ 27.64 | \$ 3,952.52 |
| 38 | 2531.503 | CONCRETE CURB AND GUTTER DESIGN B618 | LIN FT | 1462 | \$ 16.37 | \$ 23,932.94 | \$ 17.95 | \$ 26,242.90 | \$ 18.31 | \$ 26,769.22 |
| 39 | 2531.504 | 8" CONCRETE DRIVEWAY PAVEMENT | SQ YD | 99.8 | \$ 122.73 | \$ 12,248.45 | \$ 118.25 | \$ 11,801.35 | \$ 120.62 | \$ 12,037.88 |
| 40 | 2531.603 | CONCRETE CURB AND GUTTER | LIN FT | 8 | \$ 40.00 | \$ 320.00 | \$ 36.80 | \$ 294.40 | \$ 37.54 | \$ 300.32 |
| 41 | 2531.618 | TRUNCATED DOMES | SQ FT | 12 | \$ 60.00 | \$ 720.00 | \$ 50.00 | \$ 600.00 | \$ 51.00 | \$ 612.00 |

**BID TABULATION
CITY OF EAST BETHEL
2024 STREET RECONSTRUCTION PROJECT**

| Base Bid | | | | | <i>Knife River Corporation</i> | | <i>Kuechle Underground Inc.</i> | | <i>Dresel Contracting Inc.</i> | |
|-----------------------|------------------|---------------------------------------|----------|--------------------|--------------------------------|--------------|---------------------------------|--------------|--------------------------------|--------------|
| ITEM NO. | Mn/DOT SPEC. NO. | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| 42 | 2540.602 | MAIL BOX SUPPORT | EACH | 19 | \$ 200.00 | \$ 3,800.00 | \$ 200.00 | \$ 3,800.00 | \$ 300.00 | \$ 5,700.00 |
| 43 | 2563.601 | TRAFFIC CONTROL | LUMP SUM | 1 | \$ 12,000.00 | \$ 12,000.00 | \$ 7,250.00 | \$ 7,250.00 | \$ 11,400.00 | \$ 11,400.00 |
| 44 | 2564.518 | SIGN PANELS TYPE C | SQ FT | 120.3 | \$ 65.00 | \$ 7,819.50 | \$ 65.00 | \$ 7,819.50 | \$ 90.00 | \$ 10,827.00 |
| 45 | 2564.618 | SIGN SPECIAL | SQ FT | 48 | \$ 38.00 | \$ 1,824.00 | \$ 38.00 | \$ 1,824.00 | \$ 72.00 | \$ 3,456.00 |
| 46 | 2573.501 | STABILIZED CONSTRUCTION EXIT | LUMP SUM | 1 | \$ 0.01 | \$ 0.01 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,772.00 | \$ 2,772.00 |
| 47 | 2573.501 | EROSION CONTROL SUPERVISOR | LUMP SUM | 1 | \$ 906.06 | \$ 906.06 | \$ 500.00 | \$ 500.00 | \$ 1,200.00 | \$ 1,200.00 |
| 48 | 2573.502 | STORM DRAIN INLET PROTECTION | EACH | 8 | \$ 200.00 | \$ 1,600.00 | \$ 400.00 | \$ 3,200.00 | \$ 150.00 | \$ 1,200.00 |
| 49 | 2573.502 | CULVERT END CONTROLS | EACH | 4 | \$ 250.00 | \$ 1,000.00 | \$ 400.00 | \$ 1,600.00 | \$ 150.00 | \$ 600.00 |
| 50 | 2573.503 | SILT FENCE, TYPE MS | LIN FT | 4750 | \$ 1.65 | \$ 7,837.50 | \$ 1.85 | \$ 8,787.50 | \$ 2.32 | \$ 11,020.00 |
| 51 | 2574.507 | FILTER TOPSOIL BORROW | CU YD | 63 | \$ 50.00 | \$ 3,150.00 | \$ 40.00 | \$ 2,520.00 | \$ 57.81 | \$ 3,642.03 |
| 52 | 2574.508 | FERTILIZER TYPE 1 | POUND | 1264 | \$ 0.85 | \$ 1,074.40 | \$ 0.85 | \$ 1,074.40 | \$ 1.20 | \$ 1,516.80 |
| 53 | 2575.504 | ROLLED EROSION PREVENTION CATEGORY 25 | SQ YD | 820 | \$ 1.98 | \$ 1,623.60 | \$ 2.00 | \$ 1,640.00 | \$ 6.00 | \$ 4,920.00 |
| 54 | 2575.505 | SEEDING (P) | ACRE | 4.2 | \$ 250.00 | \$ 1,050.00 | \$ 250.00 | \$ 1,050.00 | \$ 2,904.00 | \$ 12,196.80 |
| 55 | 2575.508 | HYDRAULIC BONDED FIBER MATRIX | POUND | 14700 | \$ 1.45 | \$ 21,315.00 | \$ 1.45 | \$ 21,315.00 | \$ 2.06 | \$ 30,282.00 |
| 56 | 2575.508 | SEED MIXTURE 25-131 | POUND | 924 | \$ 4.00 | \$ 3,696.00 | \$ 4.00 | \$ 3,696.00 | \$ 6.00 | \$ 5,544.00 |
| 57 | 2575.508 | SEED MIXTURE 33-261 | POUND | 5 | \$ 25.00 | \$ 125.00 | \$ 25.00 | \$ 125.00 | \$ 36.00 | \$ 180.00 |
| 58 | 2582.503 | 6" SOLID LINE MULTI-COMPONENT | LIN FT | 7955 | \$ 0.71 | \$ 5,648.05 | \$ 0.70 | \$ 5,568.50 | \$ 0.71 | \$ 5,648.05 |
| 59 | 2582.503 | 4" BROKEN LINE MULTI-COMPONENT | LIN FT | 530 | \$ 0.51 | \$ 270.30 | \$ 0.50 | \$ 265.00 | \$ 0.51 | \$ 270.30 |
| 60 | 2582.503 | 4" DOUBLE SOLID LINE MULTI-COMPONENT | LIN FT | 1375 | \$ 1.02 | \$ 1,402.50 | \$ 1.00 | \$ 1,375.00 | \$ 1.02 | \$ 1,402.50 |
| 61 | 2582.503 | 24" SOLID LINE MULTI-COMPONENT | LIN FT | 96 | \$ 12.00 | \$ 1,152.00 | \$ 11.00 | \$ 1,056.00 | \$ 11.22 | \$ 1,077.12 |
| 62 | 2582.518 | PAVEMENT MESSAGE MULTI-COMPONENT | SQ FT | 30 | \$ 11.00 | \$ 330.00 | \$ 12.00 | \$ 360.00 | \$ 12.24 | \$ 367.20 |
| Total Base Bid | | | | | \$ 837,085.77 | | \$ 841,851.93 | | \$ 941,464.65 | |

**BID TABULATION
CITY OF EAST BETHEL
2024 STREET RECONSTRUCTION PROJECT**

Bids were opened April 12, 2024 at 11:00 a.m.
A total of six (6) bids were received, as shown herein.

| Base Bid | | | | | Asphalt Surface Technologies Corp. | | Douglas-Kerr Underground, L.L.C | | Forest Lake Contracting, Inc. | |
|----------|------------------|-----------------------------------------------------|--------------|--------------------|------------------------------------|---------------|---------------------------------|---------------|-------------------------------|---------------|
| ITEM NO. | Mn/DOT SPEC. NO. | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| 1 | 2021.501 | MOBILIZATION | LUMP SUM | 1 | \$ 54,000.00 | \$ 54,000.00 | \$ 67,250.00 | \$ 67,250.00 | \$ 52,000.00 | \$ 52,000.00 |
| 2 | 2104.502 | REMOVE CATCH BASIN | EACH | 3 | \$ 1,479.50 | \$ 4,438.50 | \$ 780.00 | \$ 2,340.00 | \$ 1,000.00 | \$ 3,000.00 |
| 3 | 2104.502 | REMOVE SIGN | EACH | 14 | \$ 27.50 | \$ 385.00 | \$ 25.00 | \$ 350.00 | \$ 25.00 | \$ 350.00 |
| 4 | 2104.502 | REMOVE MAIL BOX SUPPORT | EACH | 19 | \$ 110.00 | \$ 2,090.00 | \$ 100.00 | \$ 1,900.00 | \$ 200.00 | \$ 3,800.00 |
| 5 | 2104.503 | SAWING CONCRETE PAVEMENT - FULL DEPTH | LIN FT | 19 | \$ 4.00 | \$ 76.00 | \$ 2.90 | \$ 55.10 | \$ 6.00 | \$ 114.00 |
| 6 | 2104.503 | SAWING BITUMINOUS PAVEMENT - FULL DEPTH | LIN FT | 572 | \$ 3.00 | \$ 1,716.00 | \$ 2.15 | \$ 1,229.80 | \$ 3.00 | \$ 1,716.00 |
| 7 | 2104.503 | REMOVE PIPE CULVERT | LIN FT | 60 | \$ 9.90 | \$ 594.00 | \$ 22.50 | \$ 1,350.00 | \$ 20.00 | \$ 1,200.00 |
| 8 | 2104.503 | REMOVE SEWER PIPE (STORM) | LIN FT | 414 | \$ 9.90 | \$ 4,098.60 | \$ 28.00 | \$ 11,592.00 | \$ 20.00 | \$ 8,280.00 |
| 9 | 2104.503 | REMOVE CURB AND GUTTER | LIN FT | 406 | \$ 7.70 | \$ 3,126.20 | \$ 5.30 | \$ 2,151.80 | \$ 7.00 | \$ 2,842.00 |
| 10 | 2104.504 | REMOVE BITUMINOUS PAVEMENT | SQ YD | 1094 | \$ 8.14 | \$ 8,905.16 | \$ 5.05 | \$ 5,524.70 | \$ 7.00 | \$ 7,658.00 |
| 11 | 2104.504 | REMOVE CONCRETE PAVEMENT | SQ YD | 46 | \$ 9.35 | \$ 430.10 | \$ 8.05 | \$ 370.30 | \$ 11.00 | \$ 506.00 |
| 12 | 2106.507 | EXCAVATION - COMMON (P) | CU YD | 511 | \$ 28.60 | \$ 14,614.60 | \$ 16.00 | \$ 8,176.00 | \$ 81.00 | \$ 41,391.00 |
| 13 | 2106.507 | EXCAVATION - MUCK | CU YD | 2065 | \$ 19.25 | \$ 39,751.25 | \$ 18.25 | \$ 37,686.25 | \$ 16.00 | \$ 33,040.00 |
| 14 | 2106.507 | EXCAVATION - CHANNEL AND POND | CU YD | 890 | \$ 18.70 | \$ 16,643.00 | \$ 22.25 | \$ 19,802.50 | \$ 21.00 | \$ 18,690.00 |
| 15 | 2106.507 | SELECT GRANULAR EMBANKMENT (CV) | CU YD | 664 | \$ 36.41 | \$ 24,176.24 | \$ 29.25 | \$ 19,422.00 | \$ 23.00 | \$ 15,272.00 |
| 16 | 2112.519 | SUBGRADE PREPARATION | ROAD STATION | 43 | \$ 330.00 | \$ 14,190.00 | \$ 265.00 | \$ 11,395.00 | \$ 500.00 | \$ 21,500.00 |
| 17 | 2211.509 | AGGREGATE BASE CLASS 5 | TON | 1130 | \$ 26.95 | \$ 30,453.50 | \$ 33.25 | \$ 37,572.50 | \$ 22.00 | \$ 24,860.00 |
| 18 | 2215.504 | FULL DEPTH RECLAMATION | SQ YD | 12666 | \$ 1.21 | \$ 15,325.86 | \$ 4.50 | \$ 56,997.00 | \$ 6.00 | \$ 75,996.00 |
| 19 | 2215.507 | HAUL FULL DEPTH RECLAMATION (LV) (P) | CU YD | 2835 | \$ 18.70 | \$ 53,014.50 | \$ 19.50 | \$ 55,282.50 | \$ 3.00 | \$ 8,505.00 |
| 20 | 2233.504 | MILL BITUMINOUS SURFACE (2.0") | SQ YD | 299 | \$ 8.80 | \$ 2,631.20 | \$ 16.00 | \$ 4,784.00 | \$ 12.00 | \$ 3,588.00 |
| 21 | 2357.506 | BITUMINOUS MATERIAL FOR TACK COAT | GALLONS | 661 | \$ 3.08 | \$ 2,035.88 | \$ 4.00 | \$ 2,644.00 | \$ 4.00 | \$ 2,644.00 |
| 22 | 2360.504 | TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) 3.0" THICK | SQ YD | 768 | \$ 25.30 | \$ 19,430.40 | \$ 37.50 | \$ 28,800.00 | \$ 34.00 | \$ 26,112.00 |
| 23 | 2360.509 | TYPE SP 12.5 WEARING COURSE MIXTURE (2,B) | TON | 1674 | \$ 85.91 | \$ 143,813.34 | \$ 75.00 | \$ 125,550.00 | \$ 72.00 | \$ 120,528.00 |
| 24 | 2360.509 | TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B) | TON | 1644 | \$ 75.90 | \$ 124,779.60 | \$ 74.75 | \$ 122,889.00 | \$ 73.00 | \$ 120,012.00 |
| 25 | 2501.502 | 12" RC PIPE APRON | EACH | 1 | \$ 1,056.00 | \$ 1,056.00 | \$ 3,700.00 | \$ 3,700.00 | \$ 2,800.00 | \$ 2,800.00 |
| 26 | 2501.502 | 15" RC PIPE APRON | EACH | 3 | \$ 1,122.00 | \$ 3,366.00 | \$ 4,000.00 | \$ 12,000.00 | \$ 3,000.00 | \$ 9,000.00 |
| 27 | 2503.503 | 12" RC PIPE SEWER DESIGN 3006 CLASS V | LIN FT | 107 | \$ 56.10 | \$ 6,002.70 | \$ 82.25 | \$ 8,800.75 | \$ 110.00 | \$ 11,770.00 |
| 28 | 2503.503 | 15" RC PIPE SEWER DESIGN 3006 CLASS V | LIN FT | 840 | \$ 64.90 | \$ 54,516.00 | \$ 92.75 | \$ 77,910.00 | \$ 120.00 | \$ 100,800.00 |
| 29 | 2506.502 | CASTING ASSEMBLY | EACH | 9 | \$ 1,553.20 | \$ 13,978.80 | \$ 1,568.00 | \$ 14,112.00 | \$ 1,100.00 | \$ 9,900.00 |
| 30 | 2506.503 | CONSTRUCT DRAINAGE STRUCTURE DESIGN H | LIN FT | 6.5 | \$ 880.00 | \$ 5,720.00 | \$ 960.00 | \$ 6,240.00 | \$ 3,100.00 | \$ 20,150.00 |
| 31 | 2506.503 | CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020 | LIN FT | 26.9 | \$ 1,034.00 | \$ 27,814.60 | \$ 1,555.00 | \$ 41,829.50 | \$ 1,600.00 | \$ 43,040.00 |
| 32 | 2511.507 | RANDOM RIPRAP CLASS II | CU YD | 8 | \$ 129.80 | \$ 1,038.40 | \$ 168.50 | \$ 1,348.00 | \$ 200.00 | \$ 1,600.00 |
| 33 | 2521.518 | 4" CONCRETE WALK | SQ FT | 175 | \$ 8.25 | \$ 1,443.75 | \$ 7.50 | \$ 1,312.50 | \$ 10.00 | \$ 1,750.00 |
| 34 | 2521.602 | DRILL AND GROUT REINF BAR (EPOXY COATED) | EACH | 13 | \$ 11.00 | \$ 143.00 | \$ 10.00 | \$ 130.00 | \$ 10.00 | \$ 130.00 |
| 35 | 2521.618 | CONCRETE CURB RAMP WALK | SQ FT | 75 | \$ 18.04 | \$ 1,353.00 | \$ 16.25 | \$ 1,218.75 | \$ 16.21 | \$ 1,215.75 |
| 36 | 2531.503 | CONCRETE CURB AND GUTTER DESIGN B418 | LIN FT | 6532 | \$ 18.26 | \$ 119,274.32 | \$ 17.50 | \$ 114,310.00 | \$ 16.58 | \$ 108,300.56 |
| 37 | 2531.503 | CONCRETE CURB AND GUTTER DESIGN B612 | LIN FT | 143 | \$ 34.65 | \$ 4,954.95 | \$ 32.50 | \$ 4,647.50 | \$ 31.50 | \$ 4,504.50 |
| 38 | 2531.503 | CONCRETE CURB AND GUTTER DESIGN B618 | LIN FT | 1462 | \$ 18.04 | \$ 26,374.48 | \$ 17.25 | \$ 25,219.50 | \$ 16.37 | \$ 23,932.94 |
| 39 | 2531.504 | 8" CONCRETE DRIVEWAY PAVEMENT | SQ YD | 99.8 | \$ 135.30 | \$ 13,502.94 | \$ 122.50 | \$ 12,225.50 | \$ 145.00 | \$ 14,471.00 |
| 40 | 2531.603 | CONCRETE CURB AND GUTTER | LIN FT | 8 | \$ 44.00 | \$ 352.00 | \$ 40.00 | \$ 320.00 | \$ 40.00 | \$ 320.00 |
| 41 | 2531.618 | TRUNCATED DOMES | SQ FT | 12 | \$ 66.00 | \$ 792.00 | \$ 60.00 | \$ 720.00 | \$ 60.00 | \$ 720.00 |

**BID TABULATION
CITY OF EAST BETHEL
2024 STREET RECONSTRUCTION PROJECT**

| Base Bid | | | | | <i>Asphalt Surface Technologies Corp.</i> | | <i>Douglas-Kerr Underground, L.L.C</i> | | <i>Forest Lake Contracting, Inc.</i> | |
|-----------------------|------------------|---------------------------------------|----------|--------------------|-------------------------------------------|----------------------|----------------------------------------|------------------------|--------------------------------------|--------------|
| ITEM NO. | Mn/DOT SPEC. NO. | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| 42 | 2540.602 | MAIL BOX SUPPORT | EACH | 19 | \$ 220.00 | \$ 4,180.00 | \$ 200.00 | \$ 3,800.00 | \$ 300.00 | \$ 5,700.00 |
| 43 | 2563.601 | TRAFFIC CONTROL | LUMP SUM | 1 | \$ 8,030.00 | \$ 8,030.00 | \$ 7,250.00 | \$ 7,250.00 | \$ 19,000.00 | \$ 19,000.00 |
| 44 | 2564.518 | SIGN PANELS TYPE C | SQ FT | 120.3 | \$ 71.50 | \$ 8,601.45 | \$ 65.00 | \$ 7,819.50 | \$ 64.00 | \$ 7,699.20 |
| 45 | 2564.618 | SIGN SPECIAL | SQ FT | 48 | \$ 41.80 | \$ 2,006.40 | \$ 38.00 | \$ 1,824.00 | \$ 40.00 | \$ 1,920.00 |
| 46 | 2573.501 | STABILIZED CONSTRUCTION EXIT | LUMP SUM | 1 | \$ 2,200.00 | \$ 2,200.00 | \$ 0.01 | \$ 0.01 | \$ 3,000.00 | \$ 3,000.00 |
| 47 | 2573.501 | EROSION CONTROL SUPERVISOR | LUMP SUM | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 6,423.00 | \$ 6,423.00 | \$ 1,000.00 | \$ 1,000.00 |
| 48 | 2573.502 | STORM DRAIN INLET PROTECTION | EACH | 8 | \$ 200.00 | \$ 1,600.00 | \$ 186.50 | \$ 1,492.00 | \$ 250.00 | \$ 2,000.00 |
| 49 | 2573.502 | CULVERT END CONTROLS | EACH | 4 | \$ 220.00 | \$ 880.00 | \$ 125.00 | \$ 500.00 | \$ 400.00 | \$ 1,600.00 |
| 50 | 2573.503 | SILT FENCE, TYPE MS | LIN FT | 4750 | \$ 2.20 | \$ 10,450.00 | \$ 2.25 | \$ 10,687.50 | \$ 2.00 | \$ 9,500.00 |
| 51 | 2574.507 | FILTER TOPSOIL BORROW | CU YD | 63 | \$ 82.50 | \$ 5,197.50 | \$ 45.75 | \$ 2,882.25 | \$ 80.00 | \$ 5,040.00 |
| 52 | 2574.508 | FERTILIZER TYPE 1 | POUND | 1264 | \$ 1.00 | \$ 1,264.00 | \$ 0.80 | \$ 1,011.20 | \$ 1.00 | \$ 1,264.00 |
| 53 | 2575.504 | ROLLED EROSION PREVENTION CATEGORY 25 | SQ YD | 820 | \$ 2.53 | \$ 2,074.60 | \$ 1.40 | \$ 1,148.00 | \$ 3.00 | \$ 2,460.00 |
| 54 | 2575.505 | SEEDING (P) | ACRE | 4.2 | \$ 1,045.00 | \$ 4,389.00 | \$ 500.00 | \$ 2,100.00 | \$ 950.00 | \$ 3,990.00 |
| 55 | 2575.508 | HYDRAULIC BONDED FIBER MATRIX | POUND | 14700 | \$ 1.21 | \$ 17,787.00 | \$ 1.25 | \$ 18,375.00 | \$ 2.00 | \$ 29,400.00 |
| 56 | 2575.508 | SEED MIXTURE 25-131 | POUND | 924 | \$ 5.61 | \$ 5,183.64 | \$ 3.65 | \$ 3,372.60 | \$ 6.00 | \$ 5,544.00 |
| 57 | 2575.508 | SEED MIXTURE 33-261 | POUND | 5 | \$ 103.40 | \$ 517.00 | \$ 30.00 | \$ 150.00 | \$ 94.00 | \$ 470.00 |
| 58 | 2582.503 | 6" SOLID LINE MULTI-COMPONENT | LIN FT | 7955 | \$ 0.77 | \$ 6,125.35 | \$ 0.70 | \$ 5,568.50 | \$ 1.00 | \$ 7,955.00 |
| 59 | 2582.503 | 4" BROKEN LINE MULTI-COMPONENT | LIN FT | 530 | \$ 0.55 | \$ 291.50 | \$ 0.50 | \$ 265.00 | \$ 1.00 | \$ 530.00 |
| 60 | 2582.503 | 4" DOUBLE SOLID LINE MULTI-COMPONENT | LIN FT | 1375 | \$ 1.10 | \$ 1,512.50 | \$ 1.00 | \$ 1,375.00 | \$ 1.00 | \$ 1,375.00 |
| 61 | 2582.503 | 24" SOLID LINE MULTI-COMPONENT | LIN FT | 96 | \$ 12.10 | \$ 1,161.60 | \$ 11.00 | \$ 1,056.00 | \$ 11.00 | \$ 1,056.00 |
| 62 | 2582.518 | PAVEMENT MESSAGE MULTI-COMPONENT | SQ FT | 30 | \$ 13.20 | \$ 396.00 | \$ 12.00 | \$ 360.00 | \$ 12.00 | \$ 360.00 |
| Total Base Bid | | | | | | \$ 948,749.41 | \$ 1,028,618.01 | \$ 1,058,871.95 | | |

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

RESOLUTION NO. 2024-34

**RESOLUTION AUTHORIZING GOVERNMENTAL UNIT TO BE A PARTY TO
MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN)**

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them; and

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the Agreement) among Governmental Units to allow their water, wastewater and storm water utilities to assist each other in case of an emergency; and,

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of the Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and,

WHEREAS, the East Bethel City Council considers it to be in the best interest of the City of East Bethel to be party to the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City of East Bethel agrees to be party to the MnWARN Mutual Aid Agreement.

Adopted this 22nd 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

MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN) MUTUAL AID AGREEMENT

This Minnesota Water Agency Response Network (MnWARN) Mutual Aid Agreement is made and entered into by the undersigned Parties.

WHEREAS, the Parties hereto are authorized by law or home rule charter to establish a water, wastewater or storm water utility; and

WHEREAS, the Parties hereto have established a water, wastewater and/or storm water utility; and

WHEREAS, the Parties recognize that an Emergency may require Assistance in the form of personnel, equipment and supplies from a Utility outside the Governmental Unit; and

WHEREAS, the governing bodies of the Parties have investigated the facts and determined that it is in their best interests to authorize their Utilities to work cooperatively with another Party's Utilities when there is an Emergency; and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes the Parties by agreement of their governing bodies to jointly or cooperatively exercise any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties agree as follows:

ARTICLE I PURPOSE

The Parties recognize that in an Emergency, their Utilities may require Assistance in the form of personnel, equipment and supplies from outside the area of impact. The purpose of this Agreement is to provide a framework, in the event of an Emergency, for the Parties to participate in an intrastate program for mutual aid assistance to provide water, wastewater and storm water utility services. The Parties authorize their Utilities to cooperatively assist other Party's Utilities when there is an Emergency, subject to the discretion of the Responding Party's Authorized Official as set forth in Article IV.

ARTICLE II DEFINITIONS

- A. Agreement — This Water Agency Response Network Mutual Aid Agreement.
- B. Assistance — Resources, including but not limited to personnel, equipment, material and supplies that a Responding Party's Utility provides to a Receiving Party's Utility.
- C. Authorized Official — An employee or official of a Party's Utility that is authorized by the Party's governing body to request Assistance or provide Assistance under this Agreement.
- D. Emergency — Any occurrence that is, or is likely to be, beyond the control of the services, personnel, equipment or facilities of a Party's Utility.
- E. Governmental Unit — A city, county or township in Minnesota or a city's public utilities commission.
- F. MnWARN — The framework for public water, wastewater and storm water utilities in Minnesota to assist other public water, wastewater and storm water utilities when there is an Emergency that requires Assistance from another Utility. The framework includes this Agreement and other resources to be developed and coordinated by the Statewide Committee to implement the purpose of this Agreement.
- G. National Incident Management System (NIMS) — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- H. Party/Parties — One or more governmental units that has a water, wastewater or stormwater utility that executes this Agreement or adopts this Agreement by resolution pursuant to Article XIV.
- I. Period of Assistance — The period of time when a Responding Party assists a Receiving Party. The period commences when personnel, equipment or supplies depart from a Responding Party's facility and ends when the resources return to their facility. All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.
- J. Receiving Party — A Party who requests and receives Assistance under this Agreement.
- K. Responding Party — A Party that provides Assistance to another Party pursuant to this Agreement.
- L. Statewide Committee — The committee responsible for overseeing MnWARN on a statewide level.
- M. Steering Committee — The leadership group that established MnWARN and the development of this Agreement.
- N. Utility/Utilities — A water, wastewater and/or storm water utility of a Party.

**ARTICLE III
ADMINISTRATION**

A. Statewide Committee.

1. Voting Members. MnWARN shall be administered through a Statewide Committee. The Statewide Committee shall be comprised of nine (9) voting members. The voting members of the Statewide Committee shall be comprised as follows: (i) an employee or official of a Utility located in Region 1 of the Minnesota Division of Homeland Security and Emergency Management Regions; (ii) an employee or official of a Utility located in Region 2 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iii) an employee or official of a Utility located in Region 3 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iv) an employee or official of a Utility located in Region 4 of the Minnesota Division of Homeland Security and Emergency Management Regions; (v) an employee or official of a Utility located in Region 5 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vi) an employee or official of a Utility located in Region 6 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vii) an employee or official of the Minnesota Rural Water Association; (viii) a representative from the Minnesota Section of the American Water Works Association; and (ix) a representative of the Minnesota Wastewater Operator's Association.
 - a. Initial Voting Members. The initial voting members representing the six regions of the Minnesota Division of Homeland Security and Emergency Management Regions shall be selected by the Steering Committee. The other three voting members shall be selected by the organization they represent.
 - b. Subsequent Voting Members. The appointment or election of subsequent voting members shall be done in accordance with bylaws to be adopted by the Statewide Committee.
 - c. Terms. The terms of the voting members shall be established by the bylaws to be adopted by the Statewide Committee.
 - d. Changes. The Statewide Committee may change the number or composition of the voting members in accordance with its bylaws.
2. Advisory Members. There shall be at least six (6) advisory members of the Statewide Committee who shall not be entitled to vote. The advisory member shall consist of a representative to be selected by each of the following organizations: (i) the Minnesota Pollution Control Agency; (ii) the Minnesota Department of Health; (iii) Minnesota Homeland Security and Emergency Management; (iv) the Association of Minnesota Emergency Managers; (v) the Minnesota Municipal Utilities Association; and (vi) the League of Minnesota Cities. The voting members of the Statewide Committee may change the number or composition of the advisory members in accordance with its bylaws. The terms of the advisory members shall be established by the bylaws of the Statewide Committee.
3. Officers. The Statewide Committee shall have the following officers: a Chair, a Vice-Chair and a Secretary. The initial officers shall be elected by the Statewide Committee at its first meeting. The terms of the initial officers and subsequently elected officers

shall be established by the bylaws of the Statewide Committee. The officers shall have the following powers:

- a. Chair. The Chair shall have no more power than any other member of the Statewide Committee except that the Chair shall act as the presiding officer at all Statewide Committee meetings and may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- b. Vice-Chair. The Vice-Chair shall act as the presiding officer at any Statewide Committee meeting not attended by the Chair and shall perform the Chair's duties in the Chair's absence. The Vice-Chair may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- c. Secretary. The Secretary shall be responsible for ensuring that minutes are prepared for all Statewide Committee meetings. The Secretary shall also keep all books and records of the Statewide Committee and shall give all notices required by law, and may have other duties as assigned from time to time and prescribed by the Statewide Committee. The Statewide Committee may delegate all or part of the Secretary's duties required under this Section to another person; provided that such delegation shall not relieve the Secretary of ultimate responsibility for these duties

4. Powers. The Statewide Committee shall have the following powers:

- a. To coordinate emergency planning and response activities of Utilities in coordination with the emergency management and public health system of the State;
- b. To adopt policies and procedures to further the purpose of MnWARN;
- c. To establish committees, including regional committees, to assist in implementing the purpose of MnWARN;
- d. To develop a resource list of personnel, equipment, supplies and other resources that may be used to provide Assistance;
- e. To establish a website to facilitate the Parties' use of MnWARN;
- f. To develop protocols, forms or procedures for Parties to request assistance;
- g. To develop educational materials; and
- h. To develop training materials and conduct training for Parties.

5. Meetings. The Statewide Committee shall hold meetings as follows:

- a. Organizational Meeting. An organizational meeting shall be held at a time and place to be determined by the Steering Committee.
- b. Regular Meetings. Thereafter, the Statewide Committee shall meet at least annually. A schedule of regular meetings may be adopted by the Statewide

Committee at the organizational meeting. A schedule of regular meetings may be changed from time to time as deemed necessary by the Statewide Committee.

- c. Special Meetings. Special meetings of the Statewide Committee may be called by the Chair and must be called by the Chair upon written request of two Statewide Committee members.
- d. Quorum. The Statewide Committee shall not take official action unless a majority of the voting members are present in person or via electronic communication.

ARTICLE IV REQUESTS FOR ASSISTANCE

- A. Party Responsibility. The Parties shall identify an Authorized Official and one or more alternates; provide contact information including 24-hour access; and maintain the resource information required contained in the member information form to be developed by the Statewide Committee. The Parties shall update this information as required by the bylaws.

In the event of an Emergency, a Party's Authorized Official may request Assistance from a Party's Utility. The Authorized Official must specifically state that Assistance is being requested under MnWARN to activate the provisions of this Agreement. Requests for Assistance can be made orally or in writing. When made orally, the request for Assistance shall be prepared in writing as soon as practicable. Requests for Assistance shall be directed to the Authorized Official of a Party. Specific protocols for requesting Assistance shall be established by the Statewide Committee.

- B. Response to a Request for Assistance. After a Party receives a request for Assistance, the Authorized Official should evaluate if resources are available to respond to the request for Assistance. Following the evaluation, the Responding Party's Authorized Official shall inform, as soon as possible, the Receiving Party's Authorized Official if it can provide Assistance. If Assistance is provided, the Responding Party shall inform the Receiving Party about the type of available resources and the approximate arrival time of such resources.
- C. Discretion of Responding Party's Authorized Official. Adoption of this Agreement does not create any duty to provide Assistance. When a Party receives a request for Assistance, the Authorized Official shall have absolute discretion to provide Assistance or to not provide Assistance. A Party's decision to provide Assistance or not provide Assistance shall be final. No Party nor any employee or officer of any Party shall be liable to any other Party or to any person for failure of any Party to furnish Assistance or for recalling Assistance.

ARTICLE V RESPONDING PARTY PERSONNEL

- A. National Incident Management System (NIMS). When providing Assistance under this Agreement, the Requesting Party's Utility and the Responding Party's Utility shall be organized and function under NIMS.
- B. Control. The personnel of a Responding Party providing Assistance shall be under the direction and control of the Receiving Party until the Responding Party's Authorized Official withdraws Assistance. The Receiving Party's Authorized Official shall coordinate response

activities with the Responding Party's Authorized Official. Whenever practical, Responding Party personnel should plan to be self sufficient for up to 72 hours.

- C. Food and Shelter. The Receiving Party shall supply reasonable food and shelter for Responding Party personnel for Assistance that is provided for more than 72 hours. If the Receiving Party is unable to provide food and shelter for a Responding Party's personnel, the Responding Party's Authorized Official or designee is authorized to secure food and shelter for its personnel and shall be entitled to reimbursement for such expenses from the Receiving Party. Reimbursement for food and shelter shall reflect the actual costs incurred by the Responding Party. If receipts are not available, the Responding Party cannot request reimbursement in excess of the State per diem rates for that area.
- D. Communication. The Receiving Party shall provide Responding Party personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communication among personnel providing Assistance.
- E. Status. Unless otherwise provided by law, the Responding Party's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits. To the extent permitted by law, Responding Party personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the Period of Assistance.
- G. Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Receiving Party's Authorized Official as soon as possible.

ARTICLE VI COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Receiving Party shall reimburse the Responding Party for each of the following categories of costs incurred while providing Assistance during the Period of Assistance.

- A. Personnel. A Responding Party shall be reimbursed for its actual costs paid to personnel providing Assistance during the Period of Assistance. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the Period of Assistance. Reimbursement to the Responding Party must consider all personnel costs, such as salaries or hourly wages, including overtime, and costs for fringe benefits and indirect costs.
- B. Equipment. The Receiving Party shall reimburse the Responding Party for the use of equipment during a Period of Assistance pursuant to the Responding Party's rate schedule. If the Responding Party does not have a rate schedule, the rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Party uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Party must provide such rates in writing to the Receiving Party prior to supplying Assistance. Reimbursement for equipment not referenced on a Party's rate schedule or the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

- C. Materials and Supplies. The Receiving Party must reimburse the Responding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Party must not charge direct fees or rental charges to the Receiving Party for other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period. The Responding Party must provide an itemized bill to the Receiving Party for all expenses it incurred as a result of providing Assistance under this Agreement. The Responding Party must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Receiving Party must pay the undisputed portion of the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the standard rate of interest charged by the Responding Party for unpaid bills. If the Responding Party does not have a standard rate, the interest rate shall be the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum. Any undisputed amount must be resolved using the procedures set forth in Article VII.

ARTICLE VII DISPUTES

The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Mediation. If there is a failure between Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a mediator, or if they cannot agree, the Statewide Committee Chair shall select a mediator. If the Chair of the Statewide Committee, has a conflict of interest, the duty for selecting a mediator shall pass to the Vice-Chair.
- B. Arbitration. If the dispute remains unresolved following mediation, the dispute shall be submitted to arbitration under the Uniform Arbitration Act, Minnesota Statutes, Sections 572.08-.30. If the Parties cannot agree on one or more arbitrators, the arbitrator(s) shall be selected using the same procedure set forth for selecting a mediator. The decision of the majority of the arbitrators shall not be binding upon the Parties. If the arbitration decision is not accepted, the Parties may pursue any other legal remedy to resolve the dispute.

ARTICLE VIII RECEIVING PARTY'S DUTY TO INDEMNIFY

For the purposes Minnesota Municipal Tort Liability Act, Minnesota Statutes, Chapter 466, the employees and officers of the Responding Party are deemed to be employees (as defined in Minnesota Statutes, Section 466.01, subdivision 6) of the Receiving Party.

The Receiving Party shall defend, indemnify and hold harmless, the Responding Party, its officers, employees, volunteers and agents from all claims, loss, damage, injury, and liability of

every kind, nature, and description, directly or indirectly arising from the Responding Party's Assistance during the Period of Assistance. The scope of the Receiving Party's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Receiving Party, or faulty workmanship or other negligent acts, errors, or omissions by the Responding Party personnel. The Receiving Party shall not be required to defend and indemnify the Responding Party for any willful or wanton misconduct of the Responding Party or its officer, employees, volunteers or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The intent of this article is to impose on each Receiving Party a limited duty to defend and indemnify a Responding Party for claims arising within the Receiving Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

The Receiving Party's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE IX DAMAGE TO EQUIPMENT

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

ARTICLE X WORKERS' COMPENSATION

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of another Party or its officers, employees or volunteers.

ARTICLE XI INSURANCE

Parties to this Agreement shall maintain the following liability coverages: (1) commercial general liability; and (2) automobile liability, including owned, hired, and non-owned automobiles. Each policy shall have a limit at least equal to the maximum municipal liability limit in Section 466.04, subd. 1. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than double the maximum municipal liability limit in Section 466.04, subd. 1.

**ARTICLE XII
WITHDRAWAL**

A Party may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee Secretary. Withdrawal takes effect 60 days after notice is sent.

**ARTICLE XIII
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Parties to this Agreement are encouraged to participate in mutual aid and assistance activities conducted under the State of Minnesota Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for Utilities through this Agreement if such a Program were established.

**ARTICLE XIV
NEW MEMBERS**

Other Governmental Units may be added to this Agreement upon approval of their governing body as evidenced by adoption of the resolution attached as Exhibit I to this Agreement and execution by the Governmental Unit's authorized representatives. A Governmental Unit shall not become a Party to this Agreement until a certified copy of the resolution is received by the Statewide Committee Secretary. The Statewide Committee Secretary shall maintain a master list of all Parties to this Agreement.

**ARTICLE XV
GENERAL PROVISIONS
MODIFICATION**

- A. Modification. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of the Parties to this Agreement. The Statewide Committee Secretary shall provide written notice to all Parties of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Parties.
- B. Signatory Indemnification. In the event of a liability, claim, demand, action or proceeding of whatever kind or nature arising out of a Period of Assistance, the Parties who receive and provide Assistance shall indemnify and hold harmless those Parties whose involvement in the transaction or occurrence that is the subject of such claim, action, demand or other proceeding is limited to execution of this Agreement.
- C. Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and are without effect.
- D. Notice. A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties to this Agreement shall

provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

- E. Effective Date. This Agreement shall be effective after approval by the Parties' governing body and execution by the Parties' authorized representatives.
- F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- G. Captions. Article and section headings contained in this Agreement are included for convenience only and form no part of the Agreement among the Parties.
- H. Waivers. The waiver by a Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- J. Savings Clause. If any court finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

City of _____, Minnesota

The City Council of _____, Minnesota duly approved this Agreement on the _____ day of _____, 20__.

By: _____
Its Mayor

And: _____
Its Clerk



DISPLAY AGREEMENT / INVOICE

Hollywood Pyrotechnics, Inc.

1567 Antler Point, Eagan, MN 55122
Telephone 651-454-7976 • Fax 651-454-7975



Form containing display details, contact information, insurance options, notes, and financial summary.

DISPLAY AGREEMENT / INVOICE

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Seller agrees to furnish all necessary fireworks display materials, equipment and personnel for the fireworks display in accordance with the program agreed to by the parties.
2. The Buyer shall pay to the Seller, up to the full amount, by sixty (60) days prior to the display to be eligible for a 5% fireworks product bonus of the fireworks portion of the purchase, and thirty (30) days prior for a 3% fireworks product bonus of the fireworks portion of the purchase. Alternatively standard terms are 33% down, with the full amount due and payable the day of the fireworks display. The display is not fired until payment in full is made, or other arrangements confirmed.
3. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date as mentioned herein. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. Every attempt will be made by the Seller to accommodate the primary fireworks display date.

In the event that the Buyer does not wish to continue with the display, or cancels for any reason, the following cancellation schedule of fees is used. If cancelled 60 days or more in advance, 100% of money is refunded, minus any expenses for permits or other direct fees. If cancelled within 30 days or more, then a 20% cancellation fee is assessed. If cancelled within 5 days or more, then a 33% cancellation fee is assessed. If cancellation was within 2 days or greater, then a 50% cancellation fee is assessed, and if cancelled on the day of, or Seller is on site or in transit, a 75% cancellation fee is assessed.

4. Seller agrees to provide public liability and property damage insurance coverage, including spectator coverage in an amount not less than \$2,000,000 per occurrence, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Buyer not less than two (2) weeks in advance of such proposed termination or modification. The Buyer will be named as an additional insured on the public liability insurance, if selected on the front of the invoice. In the event of a claim by Buyer, any applicable deductible shall be paid by the Buyer.
5. The Seller agrees to indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of fireworks purchased by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.
6. The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.
7. Buyer agrees to work with the Seller to provide the following, where necessary;
 - a. Sufficient area for the display, including a minimum spectator set back as determined by Seller.
 - b. Protection of the display area by barricading, roping off, or some similar facility.
 - c. Adequate security or Police protection to prevent non-qualified people from entering the display area.
8. Buyer agrees to comply with all local, state and federal laws and guidelines pertaining to the Sellers duties in performing this fireworks display.
9. It is further understood and agreed that nothing in this Display Agreement shall be construed or interpreted to mean a partnership between the Buyer and Seller. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.
10. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as above written.

Seller

Buyer

Hollywood Pyrotechnics, Inc.

East Bethel Minnesota

By: 

By: _____

Name: **Bennie Netzley**

Name: _____

Date: **4-17-24**

Date: _____

April 17, 2024

To Fire Chief Rod Sanow,

Please consider this notice of my resignation effective April 26th, 2024.

Rachel Phoebe

Handwritten signature consisting of the letters 'R' and 'P' followed by a wavy line.

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



Date: April 22nd, 2024

Agenda Item Number: 8.0 A1

Agenda Item: Variance – Reduction of Side and Front Yard Setbacks for Drain Field Placement – 19141 E. Front Blvd. NE.

Background Information: On May 16, 2022, the city received an application from the owners of 19141 E. Front Blvd. NE, to allow the upgrade an existing outhouse to a Type III Subsurface Sewage Treatment System (SSTS), in order to make their newly purchased family cabin a future habitable residence. Due to the size of the .17 Acre Lot, the proposed system design included the placement of a box mound which encroached on property lines and required city permission or variance for its use. City Staff subsequently approved the permit, and the system was installed in July of 2022. During a final inspection, it was noted the installed septic box mound was within the required setbacks. A variance for a reduction of the side and front yard setbacks should have been sought and approved prior to installation.

The applicant requested a variance to reduce the Southern side yard setback standard from 10 feet to 0 - 3 feet, the Northern side yard setback from 10 feet to 6 - 7 feet and the Western front property line from 10 feet to -0.6 feet and -1.7 feet for the placement of a septic box mound.

The system meets setback requirements of neighboring deep wells.

At the April 25th, 2023 Planning Commission meeting a public hearing was held regarding the variance request. The applicant spoke of the incompleteness of the project and their intentions to improve the property. Five residents signed up and spoke in opposition to the variance for various reasons.

The Planning Commission's recommendation, by a 5 - 0 vote, to the City Council on Resolution 2023-19 was to deny the variance request.

On May 8th, 2023 the variance request, along with the Planning Commissions recommendation, was presented to the City Council. By a 5-0 vote the variance request was denied.

On March 25th, 2024, the city received a formal request from the applicant requesting the variance be reconsidered.

SECTION 04. Sub 10. - Variances. No application for a variance for a particular use on a particular parcel shall be resubmitted for a period of one year from the date of denial of the previous application unless a decision to reconsider such matter is made by a majority vote of the full city council.

At the April 8th, 2024 City Council Meeting, the council agreed by a 5-0 vote, to a reconsideration of the variance request.

Consideration of a variance requires the following 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.

In this case:

Septic systems are required for a home to be considered habitable. The approval of the variance would allow this property to be upgraded and used as a residential use.

- The second factor is, a test of uniqueness, the issue for the variance 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 property.

In this case:

The property has limited space for a drain field due to the lot sizes created by the 1925 plat. There is an 8 foot change in elevation from the front lot line (E. Front Blvd. NE) to the Ordinary High Water Level (OHWL) at the shoreline.

Minn. R. 7080.1500 requires that a SSTS constructed in a Shoreland area must have at least three (3) feet of vertical separation distance between "redox features" (evidence of groundwater) and wastewater saturated soils (distribution medium). This properties redox feature was located at 1.5 feet (18 inches) below the existing grade at its deepest uphill location.

Current setback requirements for wells and structures and DNR lakeshore regulations.

- 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 or improvement will be out of scale, out of place, or otherwise inconsistent with the surrounding area.

In this case:

The Coon Lake Residential District has had a significant number of septic variances issued due to smaller lot sizes and the age of the neighborhood.

Zoning and setback changes have occurred since this neighborhood was originally platted in 1925 which has led to a variety of placements of structures, fences and landscaping.

A neighboring property (4640 E. Front Blvd. NE) was granted a license in April 2012 (Attachment 6) to use a portion of Sylvan St. for placement of a septic tank, piping and a new deep well, in order to upgrade a failing septic system on the property due to limited lot size.

In 2012, setback requirements were narrower than current regulations.

Some of the concern expressed at the Planning Commission Meeting was the appearance and ascetic. One way to remedy the appearance could be to add a screening in the form of a fence.

SECTION 25. Sub. 2. - *Fences four feet in height and less may be placed anywhere on a lot provided they comply with traffic visibility requirements set forth herein.*

SECTION 25. Sub. 4. (B) - *Fences may be placed along a property line provided no physical damage of any kind results to abutting property.*

SECTION 25. Sub. 4. (F) - *No fence shall be constructed on public rights-of-way.*

City Council Recommendation: City Council should make a determination on the variance request to the standard and approve or deny the placement of a septic box mound at the southern side yard setback standard from 10 feet to 0 - 3 feet, the northern side yard setback from 10 feet to 6 - 7 feet and the western front property line from 10 feet to -0.6 feet; -1.7 feet at 19141 E. Front Blvd. NE. If approved the following conditions are recommended:

1. The Septic Box Mound must be screened from neighboring properties and ROW.

2. A Monitor and Mitigation Plan must be submitted and approved.
3. Existing outhouse must be removed.
4. A License and Use Agreement for the ROW must be fully executed.

Attachments:

1. Resolution 2024-35A, Approving or 2024-35B, Denying Variance to the standard for the installation of a septic mount within side and front yard setbacks.
2. Location Map
3. Aerial of Property
4. Certificate of Survey
5. 19141 E. Front Blvd. NE - License & Use Agreement
6. Comparison Map to Sylvan St NE Location
7. Photos representing screening options

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

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

RESOLUTION NO. 2024-35

A RESOLUTION RECONSIDERING RESOLUTION 2023-19 AND **GRANTING** VARIANCE FOR THE REDUCTION IN SETBACK FROM THE FRONT PROPERTY LINE FROM TEN FEET TO ZERO FEET FOR THE INSTALLATION OF A SEPTIC SYSTEM DRAINFIELD PROPERTY LOCATED AT 19141 E. FRONT BLVD. NE (PIN 25-33-23-42-0012), LEGALLY DESCRIBED AS:

COON LAKE EAST FRONT LOT 41 COON LAKE E FRONT INCL ABUTTING 30FT OF VACATED ST. INCLUDING STRIP OF LAND VACATED 4/19/68 ADJOINING LAKE & ADJ TO SD LOT

WHEREAS, the property owner requested a variance for a reduction in setbacks from the south side yard property line from 10 feet to 0 to 3 feet; north side yard property line from 10 feet to 6 to 8; front yard setback from 10 feet to 0 feet for the placement of a septic system box mound, and;

WHEREAS, the Minnesota Septic Code requires the approval of a variance to the standards by the governing municipality, per Minnesota Rule Chapter 7080; and,

WHEREAS, the Planning Commission held a public hearing on April 25th, 2023; and,

WHEREAS, the City Council finds the request:

1. Is a reasonable request:
 - Minnesota Septic Code allows municipalities to grant variances to the standards.
 - The issuance of a variance for the drain field box mound installation is necessary for this home to be a habitable structure.
2. Is due to circumstances unique to the property, not caused by the landowner;
 - Due to existing lot sizes within this subdivision, setback requirements from wells and residences, and the high water table in this area, the property has limited space for a compliant drain field.
3. Will not have a negative effect on the characteristic of the neighborhood;
 - The Coon Lake Residential District has had significant number of septic variances issued due to smaller lot sizes and the age of the neighborhood.
 - Zoning and setback changes have occurred since this neighborhood was originally platted in 1925 which has led to a variety of placements of structures, fences and landscaping.

- With a number of the older systems needing to be replaced in this area, this variance request is quite common and granting this variance will not change the essential character of the Coon Lake Residential District.

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

WHEREAS, the City Council, on May 8th, 2023, by Res. 2023-19, voted to deny the variance.

WHEREAS, the City Council, on April 8th, 2024, agreed by a 5 – 0 vote, to reconsider the variance request.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby reconsiders and approves the variance to the standards to allow for the installation of a septic system box mound, 0 feet to 3 feet from the south side yard property line, 6 feet to 8 feet from the north side yard property line and 0 feet from the front yard setback on property located at 19141 E. Front Blvd. NE. with the following conditions:

1. A Certificate of Survey must be submitted indicating the septic system location to verify setbacks.
2. The Septic Box Mound must be screened from neighboring properties and ROW.
3. A Monitor and Mitigation Plan must be submitted and approved.
4. Existing outhouse must be removed prior to final inspection approval.
5. A License and Use Agreement for the ROW must be fully executed.

Adopted this 22nd day of April, 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

ATTEST

Kevin Lewis, Mayor

Matt Look, City Administrator

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

RESOLUTION NO. 2024-35

A RESOLUTION AFFIRMING RESOLUTION 2023-19 AND **DENYING** A VARIANCE FOR THE REDUCTION IN SETBACK FROM THE FRONT PROPERTY LINE FROM TEN FEET TO ZERO FEET FOR THE INSTALLATION OF A SEPTIC SYSTEM DRAINFIELD PROPERTY LOCATED AT 19141 E. FRONT BLVD. NE (PIN 25-33-23-42-0012), LEGALLY DESCRIBED AS:

COON LAKE EAST FRONT LOT 41 COON LAKE E FRONT INCL ABUTTING 30FT OF VACATED ST. INCLUDING STRIP OF LAND VACATED 4/19/68 ADJOINING LAKE & ADJ TO SD LOT

WHEREAS, the property owner requested a variance for a reduction in setbacks from the south side yard property line from 10 feet to 0 to 3 feet; north side yard property line from 10 feet to 6 to 8; front yard setback from 10 feet to 0 feet for the placement of a septic system box mound, and;

WHEREAS, the Minnesota Septic Code requires the approval of a variance to the standards by the governing municipality, per Minnesota Rule Chapter 7080; and,

WHEREAS, the Planning Commission held a public hearing on April 25th, 2023; and,

WHEREAS, the Planning Commission finds the request:

1. Is potentially a reasonable request:
 - Minnesota Septic Code allows municipalities to grant variances to the standards.
 - The issuance of a variance for a SSTS is necessary for this home to be upgraded to be a habitable structure.
2. Is partially due to circumstances unique to the property, not caused by the landowner;
 - Because of existing lot sizes within this subdivision, setback requirements from wells and residences, and the high water table in this area, the property has limited space for a compliant drain field.
 - Alternative SSTS, by variance, maybe an alternative.
3. Will have a negative effect on the characteristic of the neighborhood;
 - The septic box mound is located on the front property line.
 - The placement of the septic box mound prohibits the parcel from being accessed off of the maintained city right-of-way.

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

WHEREAS, the City Council, on May 8th, 2023, by Res. 2023-19, voted to deny the variance.

WHEREAS, the City Council, on April 8th, 2024, agreed by a 5 – 0 vote, to reconsider the variance request.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby affirms the May 8th, 2023 decision and denies the variance to the standards to allow for the installation of a septic system box mound, 0 feet to 3 feet from the south side yard property line, 6 feet to 8 feet from the north side yard property line and 0 feet from the front yard setback on property located at 19141 E. Front Blvd. NE.

Adopted this 22nd day of April, 2024 by the City Council of the City of East Bethel.

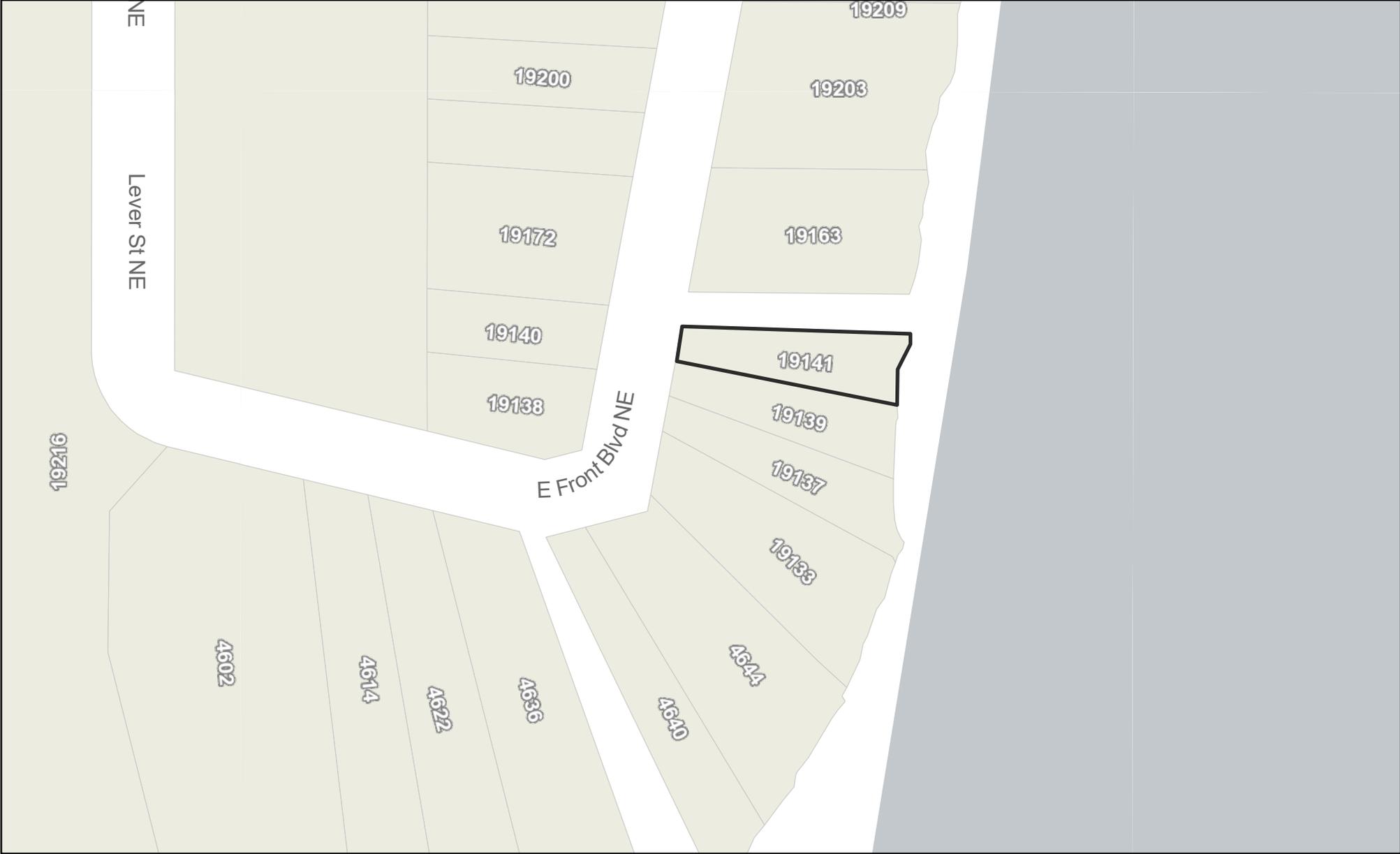
CITY OF EAST BETHEL

ATTEST

Kevin Lewis, Mayor

Matt Look, City Administrator

19141 E. FRONT BLVD. NE



1 inch equals 106 feet



Address Labels

City Mask

19141 E. FRONT BLVD. NE



1 inch equals 53 feet



Parcels

City Mask

CERTIFICATE OF SURVEY

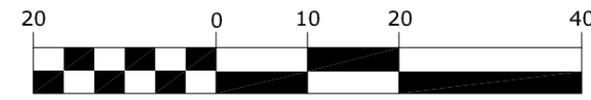
~for~ JIM MOSKALIK
 ~of~ 19141 EAST FRONT BLVD.
 EAST BETHEL, MN

IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA 7,488 S.F.
 HOUSE 518 S.F.
 SHEDS 132 S.F.
 CONCRETE 17 S.F.
 TOTAL IMPERVIOUS SURFACE 667 S.F.
 PERCENT IMPERVIOUS 8.9%



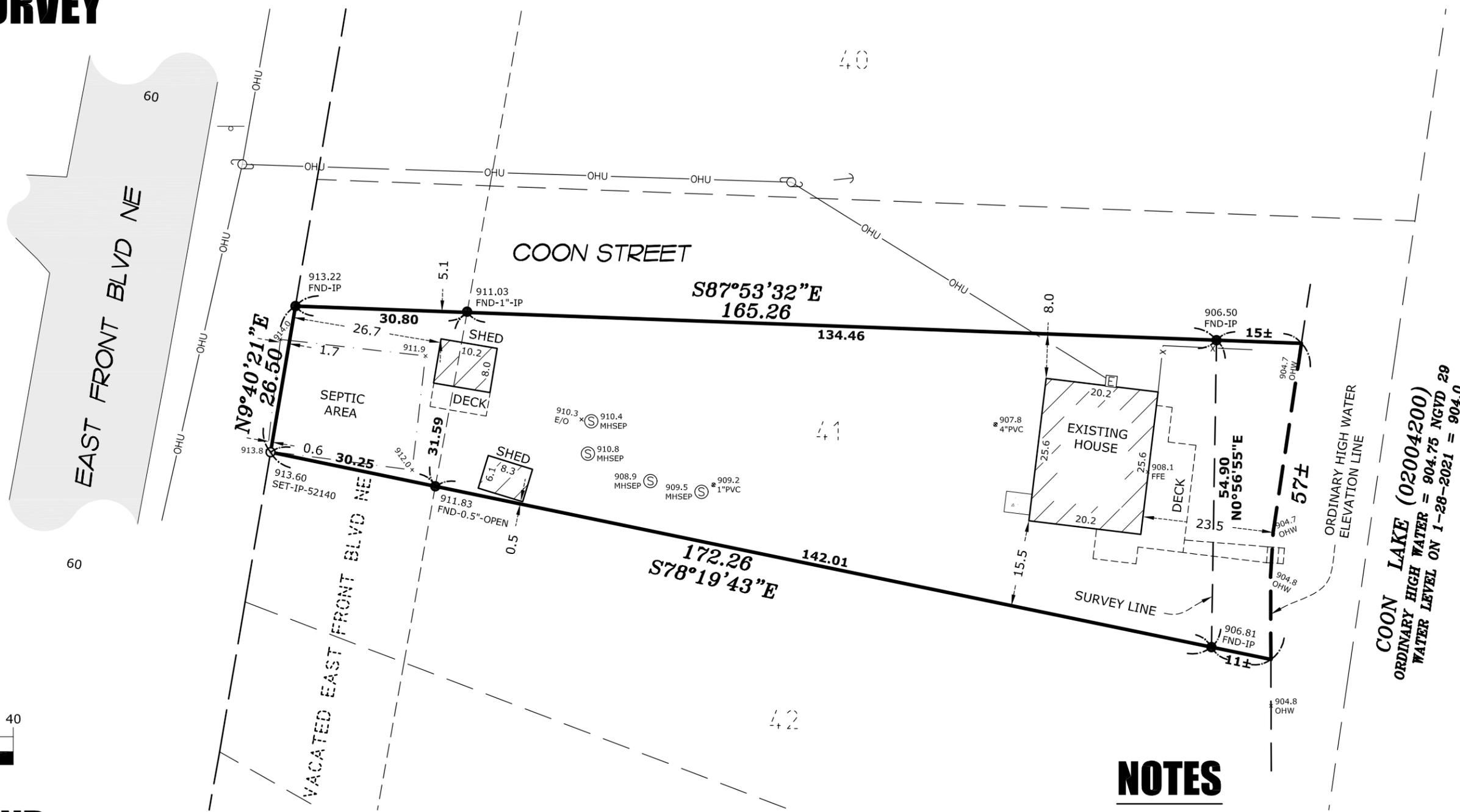
GRAPHIC SCALE



1 INCH = 20 FEET

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- x 952.36 DENOTES EXISTING SPOT ELEVATION
- ✓ DENOTES GUY WIRE
- ⊕ DENOTES POWER POLE
- ⊖ DENOTES SIGN
- Ⓢ DENOTES SANITARY SEWER MANHOLE
- x—x— DENOTES FENCE
- OHU— DENOTES OVERHEAD UTILITY
- ▨ DENOTES CONCRETE SURFACE



Lot 41, COON LAKE EAST FRONT, adjacent vacated East Front Boulevard NE, and strip of land adjacent to said Lot 41 and Coon Lake, Anoka County, Minnesota.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 11/02/22.
- Bearings shown are on Anoka County datum.
- Parcel ID Number: 25-33-23-42-0012.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
 By: *D. S. K.*
 Minnesota License No. 52140
 Dated 15th day of November 2022, Council Packet, page 71

| | | | |
|----------------------|----------|-------------------------|-----|
| BEARING DATUM: Anoka | | SCALE: 1" = 20' | |
| REVISIONS | | JOB NO. 221152AB | |
| 1 | 05/16/23 | COON STREET DESIGNATION | DSH |
| 2 | | | |
| 3 | | | |
| DATE | | DESCRIPTION | |
| NO. | | BY | |
| | | CREW: TBD | |

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

DRAFT

Return to:

LICENSE AND USE AGREEMENT

Eric Larson
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, MN 55082

PID# 253323420012

DRAFT

LICENSE AND USE AGREEMENT

This license and use agreement (this “License Agreement”) is made and entered into this _____ day of _____, 2023, by and between the City of East Bethel, a municipal corporation under the laws of the State of Minnesota (the “City”), and Molly and James Moskalik, wife and husband, (the “Moskalik’s” or “License Holders”).

RECITALS

A. License Holders are the fee owner of Real Property (“License Holders’ Property”), 19141 East Front Blvd, Lot 41, Coon Lake East Front Subdivision, City of East Bethel, Anoka County, Minnesota, PID No. 253323420012, and legally described in **Exhibit A** attached hereto and incorporated herein by reference.

B. License Holders’ Property is contiguous with the dedicated right of way of East Front Boulevard, which is a public street right of way. The License Holders have requested that they be permitted to use a portion of such right of way for the uses and purposes stated in this License Agreement. **That portion of such right of way be used by the License Holders is graphically depicted in Exhibit B attached hereto and incorporated herein by reference and is herein referred to as the “License Area”.**

C. The City has agreed to grant to the License Holders a license Area for such expressed limited uses and purposes and upon the terms and conditions stated in this License Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part of this License Agreement, and of the terms and conditions hereinafter stated, the City and License Holders agree as follows:

1. **License.** Subject to all of the terms and conditions stated in this License Agreement, the City hereby grants to the License Holders a nonexclusive license (the “License”) for the uses and purposes stated in Paragraph 2 of this License Agreement, in under, over and across the License Area. The City hereby authorizes the License Holders to use the License Area on a nonexclusive basis, limited to and solely for the uses and purposes and on the terms and conditions set forth in this License Agreement. The License granted by this License Agreement shall continue for the term stated in Paragraph 4 of this License Agreement. By granting the License and entering into this License Agreement, the City makes no warranty that it has good and marketable title to the License Area and the City does not agree to, and will not, warrant or defend the License or the License Holders’ interest from other parties who may claim any right, title or interest in the License Area. The License is appurtenant to License Holders’ Property, and may not be transferred or assigned except to an owner of License Holders’ Property in connection with a lawful, and duly recorded, conveyance of License Holders’ Property.

2. **Purpose of License and Use of License Area.** The License is granted for the sole purpose of permitting the License Holder’s to construct, install, and maintain a private septic or sewage treatment system and water well and associated underground piping within the License Area to provide sanitary sewer and drinking water service for the residential structure located on the Licenses Holders’ Property that is and remains in conformance with all applicable rules, regulations, and laws. Moreover, such septic system and well shall be constructed, maintained and installed in compliance with applicable state and local ordinances and regulations and in a location approved by the City. The License and License Holders’ use of the License Area are limited to the specific purposes and uses stated in this License Agreement. No other use of or encroachment within the License Area is permitted by this License Agreement.

3. **No Property Interest.** This License Agreement and the License are personal to the

License Holders. No interest in the title to the public right of way of East Front Boulevard is granted, created or transferred by this License Agreement. This License Agreement and the License are subject and subordinate to the prior, superior and continuing right of the City to use such public right of way as a street and for other public uses and purposes consistent with the dedication of Sylvan Street as a public street.

4. Term. The term of this License Agreement and the License shall begin on the date stated in the first paragraph of this License Agreement and shall continue until the earlier of the following dates (which earlier date is herein referred to as the "Termination Date"), namely: a) the date on which public sanitary sewer service has been extended to and is available for immediate connection to the residence located on the License Holder's property; b) the date on which the City has decided to open and improve the right of way of East Front Boulevard as it abuts License Holder's Property by the construction of public street improvements within the right of way; (c) the date upon which the city council decides to vacate the right of way pursuant to Minn. Stat. 412.851; (d) the date upon which the city council determines that it has a public use to which the land needs to be applied which is determined by the city council to be inconsistent with the purpose of this License Agreement; or (e) the variance permitting the installation of placement of the septic drain field is revoked, cancelled, or no longer legally valid. From and after the Termination Date, either party may terminate this License Agreement upon thirty (30) days written notice to the other party. Except for subdivision (e) of this section, upon which Termination shall be immediately effective, should either party wish to terminate the License Agreement and the License, such party shall serve written notice of termination on the other party and this License Agreement and the License shall terminate and be of no further effect thirty (30) days after the date on which notice of termination is given. The recordation of an Affidavit by either party that such notice of termination has been given shall conclusively

establish that this License Agreement and the License have been terminated.

4. Waiver. License Holders understand that the City is an “acquiring authority” within the meaning of Minn. Stat. § 117.50-117.56. License Holders represents to the City that they understand that this license is not a property right and that in the event of an exercise of eminent domain, License Holders are not entitled to just compensation or relocation benefits respecting the private septic or sewage treatment system and water well and associated underground piping within the License Area and to the extent License Holder may or would later be entitled to such compensation or relocation benefits License Holders agree that this License Agreement provides just compensation as well as covers Relocation rights and benefits in full and waives any and all rights, if any, to such relocation benefits.

5. Restoration. Upon termination of this License Agreement and License, License the License Holders’ or their successors in title to License Holders’ Property shall, if so directed by the City, immediately remove all of the well and septic system improvements from the License Area at their sole expense, restoring the License Area to substantially the same condition that existed prior to installation of the well and septic system improvements. This License Agreement does not in any way obligate License Holders to maintain the License Area or any part of the right of way of East Front Boulevard except as otherwise required by applicable state and local ordinances and regulations and except for License Holders’ repair, maintenance, and replacement of the well and septic systems improvements to be installed within the License Area.

6. Identification. The License Holders agree they will defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, be require to pay arising out of the construction and placement and repair and

replacement of the well and septic system improvements within the right of way of East Front Boulevard.

7. Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be regular mail, hand delivered or sent by certified mail, return receipt requested, to the following addresses:

All notices to Licenses Holder's shall be given to this party listed as the owner and taxpayer in the real property taxation records maintained by Anoka County, Minnesota, and delivered to the address on file in such records for the owner and taxpayer of License Holder's Property.

If to City: City of East Bethel
Attention: City Clerk
2241 221st Avenue NE
East Bethel, MN 55011

Hand delivered notice shall be deemed to have been given on the date of delivery. If notice is given by certified mail, then such notice shall be deemed to have been given on the next business day following the date of mailing. If notice is given by regular mail, then such notice shall be deemed to have been given three days following the date of mailing.

8. Miscellaneous.

- a. This License Agreement is made and executed in the State of Minnesota, and shall be construed and enforced according to the laws of Minnesota. Any and all legal actions, claims, or disputes between License Holders and the City shall be initiated, filed, and venued exclusively in the State of Minnesota, Anoka County, and shall not be removed therefrom to any other federal or state court.

- b. The invalidity or unenforceability of any provision of this License Agreement shall not affect or impair the validity of any other provisions, all of which shall remain in full force and effect.
- c. The paragraph or section titles and captions in this License Agreement are for convenience and reference only and do not define, limit or construe the contents of the sections and paragraphs of this License Agreement.
- d. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained their respective successors and assigns.
- e. Any modification to this License Agreement shall only be effective if in writing and signed by all the parties to this License Agreement.

IN WITNESS WHEREOF, the City and License Holder's have executed this License Agreement effective as of the date first above written.

City of East Bethel, Minnesota

By: _____
Tim Harrington, Mayor

By: _____
Jack Davis, Administrator

Property Owners:

By: _____
James M. Mosalik

By: _____
Molly E. Mosalik

THIS INSTRUMENT DRAFTED BY:

Eric D. Larson
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, MN 55082

DRAFT

EXHIBIT A

Legal Description

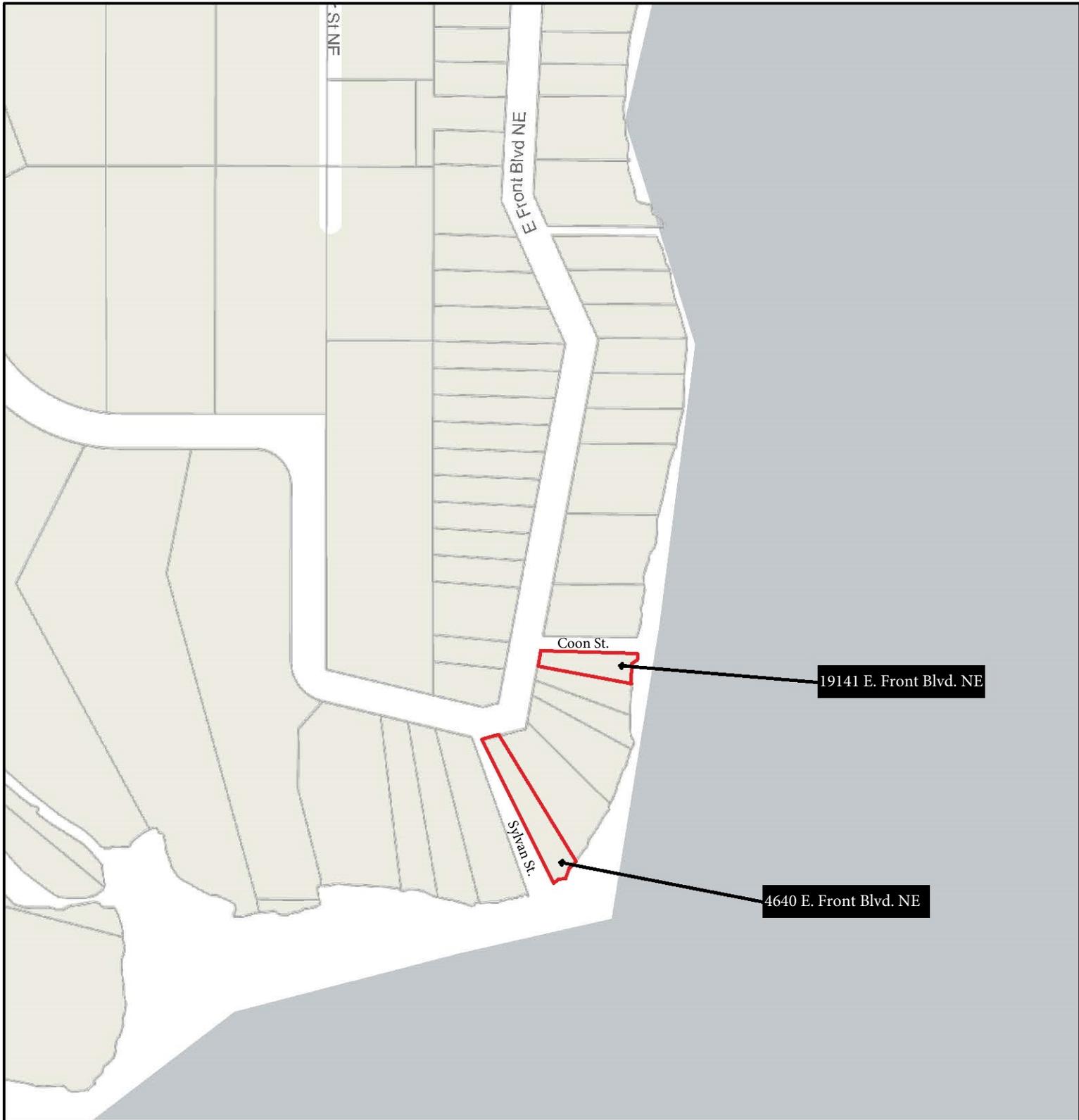
COON LAKE EAST FRONT LOT 41 COON LAKE E FRONT INCL ABUTTING
30FT OF VACATED ST. INCLUDING STRIP OF LAND VACATED 4/19/68
ADJOINING LAKE & ADJ TO SD LOT

DRAFT

EXHIBIT B

DRAFT

4640 E. Front Blvd



-  Parcels
-  City Mask

1 inch equals 252 feet





Item 8.0 A.1, Attachment 7



Item 8.0 A.1, Attachment 7



Item 8.0 A.1, Attachment 7





04/25/2023
13:36



04/25/2023
13:37