

City of East Bethel
City Council Agenda
City Council Regular Meeting
Date: June 24, 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. 2-8)
- B. Fire Department Monthly Report (p. 9-13)

5.0 Public Forum

6.0 Consent Agenda (p. 14-16)

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. 17-20)
- B. Minutes: May 29, 2024 City Council Work meeting (p. 21-26)
- C. Minutes: June 10, 2024 City Council Work meeting (p. 27-29)
- D. Minutes: June 10, 2024 City Council meeting (p. 30-41)
- E. Amendment to Personnel Policy – Section 7.3 Earned Safe and Sick Time
- F. Approval for Advertisement of Seasonal Employee Positions - Ice Arena (p. 42)
- G. Res 2024-42 Designation of Surplus Property – Ice Arena Turf (p. 43)
- H. Res 2024-43 Fee Schedule Amendment – Ice Arena Advertisement Fees (p. 44-45)
- I. Software Purchase – Ice Arena (p. 46-49)
- J. Security System Update – Ice Arena (p. 50-51)
- K. Cannabinoid Edibles Vendor License Application – Kwik Trip #1171
- L. Set Budget Work Session Date
- M. Klondike Drive Chloride Application Quote (p. 52-53)

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 (None)
- B. Engineer (None)

- C. City Attorney (None)
- D. Finance (None)
- E. Public Works (None)
- F. Fire Department (None)
- G. City Administrator

9.0 Other

- A. Staff Report
- B. Council Reports

10.0 Adjourn

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



Date: June 24, 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.

Attachment(s):

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

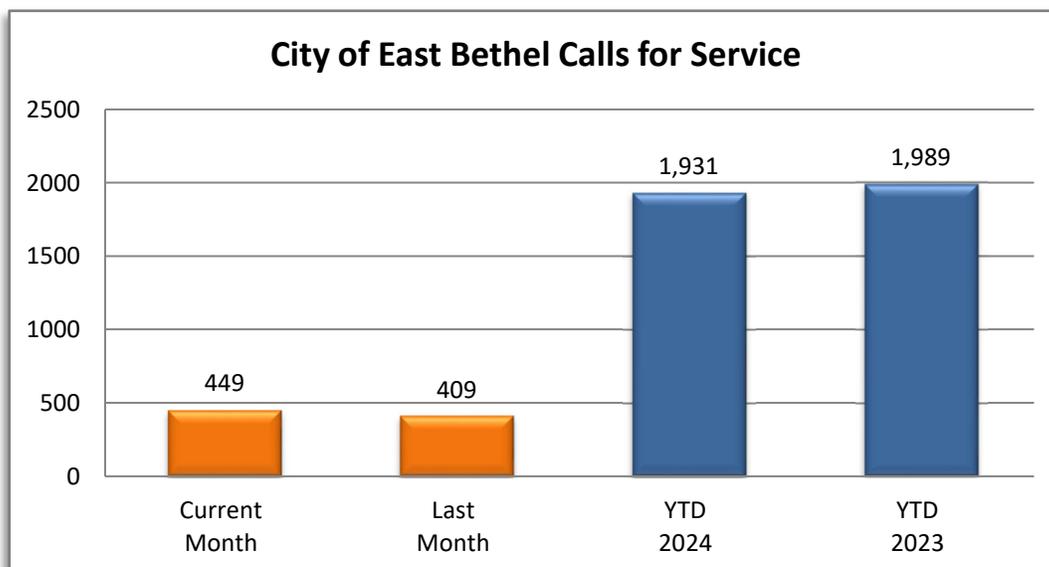
Fiscal Impact:

Recommendation(s): No Action Required

PATROL DIVISION

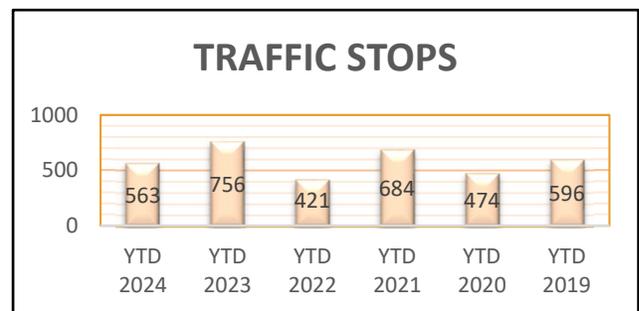
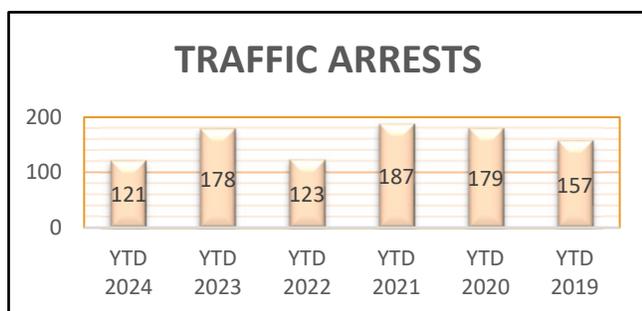
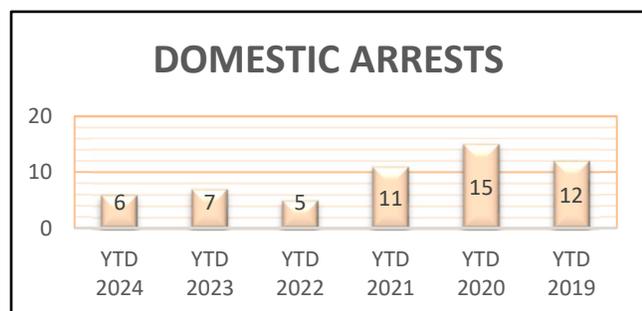
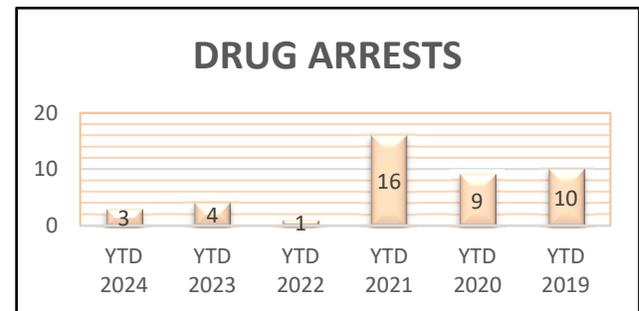
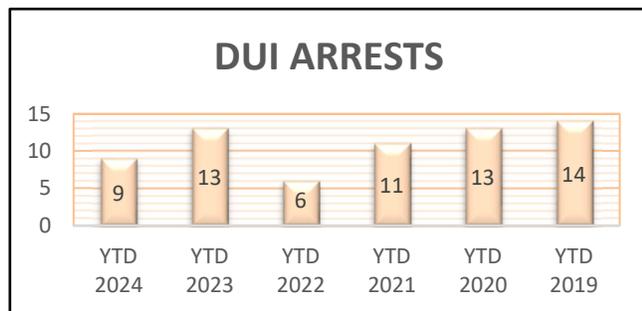
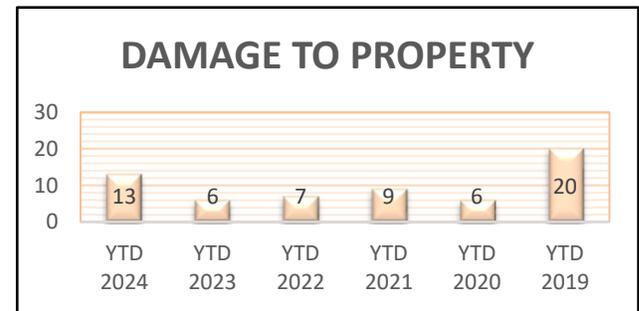
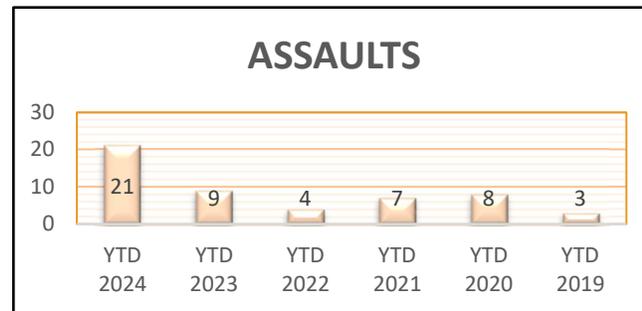
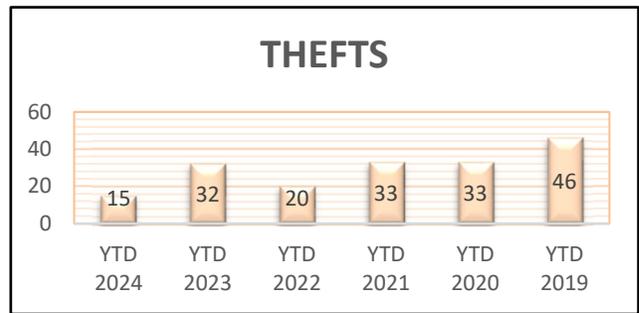
CITY OF EAST BETHEL - MAY 2024

OFFENSE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD 2024	YTD 2023
Calls for Service	363	336	374	409	449								1,931	1,989
Burglaries	0	1	0	0	0								1	5
Thefts	5	3	3	2	2								15	32
Crim Sex Conduct	0	1	1	0	1								3	4
Assault	5	1	3	4	8								21	9
Dam to Property	0	5	1	3	4								13	6
Harass Comm	0	0	0	0	0								0	0
PI Accidents	4	2	3	7	11								27	28
PD Accidents	23	16	15	11	29								94	84
Medical	62	47	59	55	76								299	294
Animal Complaint	19	24	32	33	38								146	139
Alarms	24	14	17	13	15								83	77
Felony Arrests	6	4	2	2	3								17	9
Gross Misd Arrests	2	2	3	6	7								20	19
Misd Arrests	10	5	7	8	21								51	25
DUI Arrests	3	2	2	2	0								9	13
Drug Arrests	1	1	0	1	0								3	4
Domestic Arrests	1	0	3	1	1								6	7
Warrant Arrests	2	3	5	8	2								20	22
Traffic Stops	106	113	116	128	100								563	756
Traffic Arrests	16	32	18	29	26								121	178



CITY OF EAST BETHEL

YEAR TO DATE - MAY 2019-2024

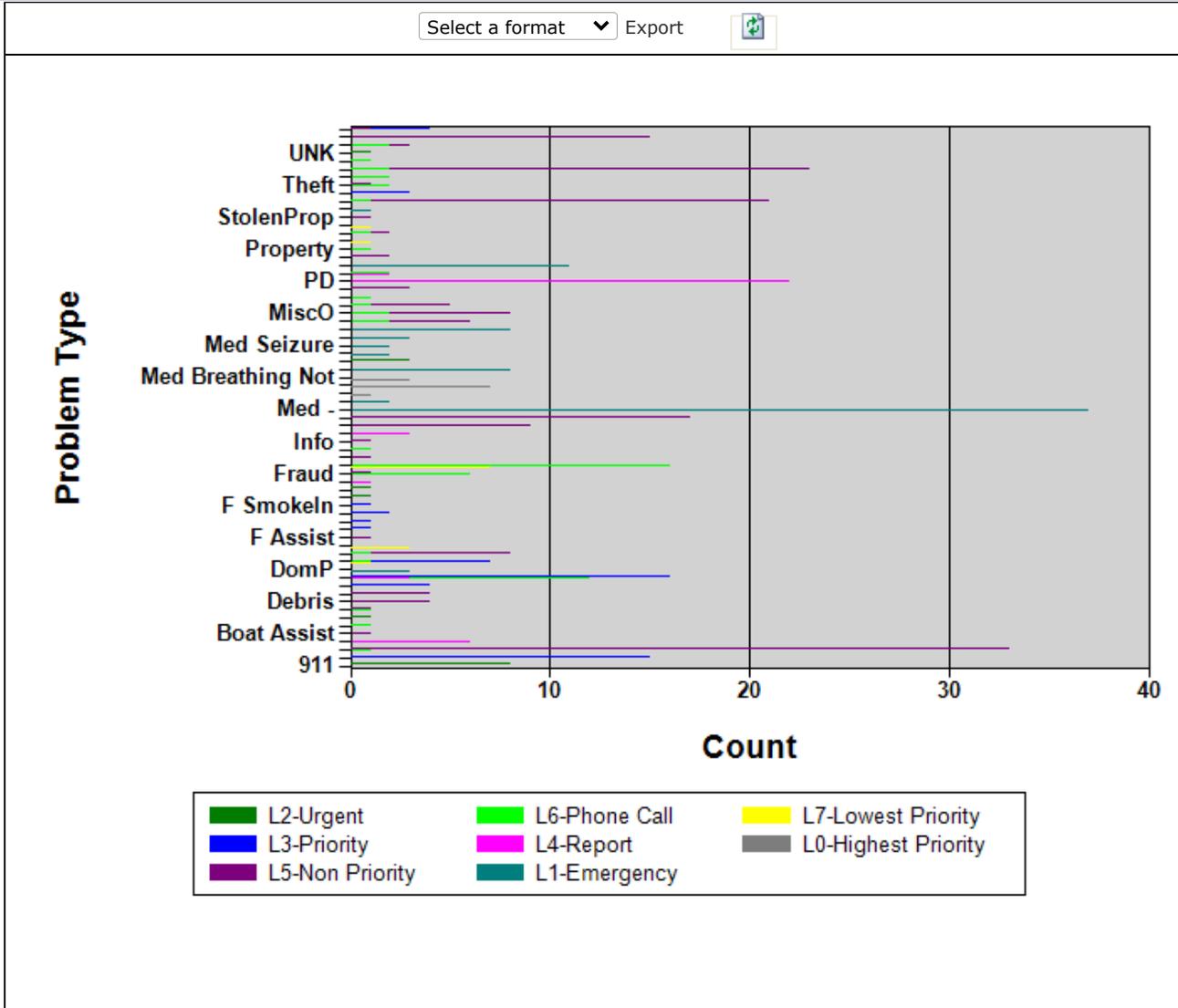


Problem Type Summary

2:54 PM 06/12/2024

Data Source: Data Warehouse

Agency:	LAW ENFORCEMENT
Division:	East Bethel Law
Day Range:	Date From 5/1/2024 To 5/31/2024
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	8	0	0	0	0	0	8
Abandon	0	0	0	0	0	0	0	0	0
Abuse	0	0	0	0	0	0	0	0	0
AbuseP	0	0	0	0	0	0	0	0	0
AlarmB	0	0	0	15	0	0	0	0	15

AlarmCO	0	0	0	0	0	0	Item 4.0 A, Attachment 3	0	0
AlarmCOill	0	0	0	0	0	0	0	0	0
AlarmF	0	0	0	0	0	0	0	0	0
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	33	1	0	34
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	6	1	0	0	7
AssaultP	0	0	0	0	0	0	0	0	0
Boat Assist	0	0	0	0	0	1	0	0	1
Bomb	0	0	0	0	0	0	0	0	0
BombP	0	0	0	0	0	0	0	0	0
Broadcast	0	0	0	0	0	0	0	0	0
Burg	0	0	0	0	0	0	1	0	1
BurgP	0	0	1	0	0	0	0	0	1
Civil	0	0	0	0	0	1	1	0	2
CivilP	0	0	0	0	0	0	0	0	0
CSC	0	0	0	0	0	0	0	0	0
Debris	0	0	0	0	0	4	0	0	4
Deer	0	0	0	0	0	4	0	0	4
Disorderly	0	0	0	4	0	0	0	0	4
Dom	0	0	0	16	3	0	12	0	31
DomP	0	3	0	0	0	0	0	0	3
Drugs	0	0	0	0	0	0	0	0	0
DUI	0	0	0	7	0	0	1	1	9
Dumping	0	0	0	0	0	0	0	0	0
Escort	0	0	0	0	0	8	1	0	9
ExPat	0	0	0	0	0	0	0	3	3
F Aircraft	0	0	0	0	0	0	0	0	0
F Assist	0	0	0	0	0	1	0	0	1
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	1	0	0	0	0	1
F Grass fire	0	0	0	0	0	0	0	0	0
F Illegal	0	0	0	1	0	0	0	0	1
F Misc	0	0	0	0	0	0	0	0	0
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	2	0	0	0	0	2
F SmokeIn	0	0	0	1	0	0	0	0	1
F SmokeOut	0	0	0	0	0	0	0	0	0
F Structure	0	0	1	0	0	0	0	0	1
F Train	0	0	0	0	0	0	0	0	0
F Veh	0	0	1	0	0	0	0	0	1
F Water Rescue	0	0	0	0	0	0	0	0	0
Fight	0	0	0	0	1	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	1	6	0	7
FraudP	0	0	0	0	0	0	0	0	0
FU	0	0	0	0	0	0	16	7	23
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	1	1	0	2
Info	0	0	0	0	0	1	0	0	1
Lift Assist	0	0	0	0	3	0	0	0	3
Liq	0	0	0	0	0	0	0	0	0
Lockout	0	0	0	0	0	9	0	0	9
LockoutP	0	0	0	0	0	0	0	0	0

MA	0	0	0	0	0	17	Item 4.0 A, Attachment 3	17
MASS	0	0	0	0	0	0	0	0
Med -	0	37	0	0	0	0	0	37
Med Alarm	0	2	0	0	0	0	0	2
Med Allergic	0	0	0	0	0	0	0	0
Med Assault	0	0	0	0	0	0	0	0
Med Bleed	1	0	0	0	0	0	0	1
Med Breathing Diff	7	0	0	0	0	0	0	7
Med Breathing Not	3	0	0	0	0	0	0	3
Med Choking	0	0	0	0	0	0	0	0
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	8	0	0	0	0	0	8
Med Hold	0	0	3	0	0	0	0	3
Med ILL	0	2	0	0	0	0	0	2
Med Info	0	0	0	0	0	0	0	0
Med OB	0	0	0	0	0	0	0	0
Med Priority	0	0	0	0	0	0	0	0
Med Seizure	0	2	0	0	0	0	0	2
Med Stab-Gunshot	0	0	0	0	0	0	0	0
Med Stroke	0	3	0	0	0	0	0	3
Med Uncon	0	8	0	0	0	0	0	8
Medex	0	0	0	0	0	0	0	0
Misc	0	0	0	0	0	6	2	8
MiscO	0	0	0	0	0	8	2	10
Noise	0	0	0	0	0	5	1	6
NoTag	0	0	0	0	0	0	0	0
Ord	0	0	0	0	0	0	1	1
Other	0	0	0	0	0	0	0	0
Park	0	0	0	0	0	3	0	3
PD	0	0	0	0	22	0	7	29
Person	0	0	0	0	2	0	2	4
PI	0	11	0	0	0	0	0	11
POR	0	0	0	0	0	2	0	2
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	1
RJ	0	0	0	0	0	2	1	3
RoadClosure	0	0	0	0	0	0	0	1
Robbery	0	0	0	0	0	0	0	0
RobberyP	0	0	0	0	0	0	0	0
Shots	0	0	0	0	0	0	0	0
Slumper	0	0	0	0	0	0	0	0
StolenProp	0	0	0	0	0	1	0	1
Suicide	0	0	0	0	0	0	0	0
SuicideP	0	1	0	0	0	0	0	1
Susp	0	0	0	0	0	21	1	22
SuspP	0	0	0	3	0	0	0	3
Theft	0	0	0	0	0	1	2	3
TheftP	0	0	0	0	0	0	0	0
Threat	0	0	0	0	0	0	2	2
ThreatP	0	0	0	0	0	0	0	0
Traf	0	0	0	0	0	23	2	25
Tres	0	0	0	0	0	1	1	2
UNK	0	0	1	0	0	0	0	1
Unsecure	0	0	0	0	0	0	0	0
Vand	0	0	0	0	0	3	2	5
VandP	0	0	0	0	0	0	0	0
VehTheft	0	0	0	0	0	0	0	0
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	15	0	15
WelfareP	0	0	0	0	0	0	0	0
WT	0	0	0	4	0	1	0	5

Total

11	77	15	54	37	175	Item 4.0 A, Attachment 3	67	19	449
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**City of East Bethel
City Council Meeting
Agenda Item Information**



Date: June 24, 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 – May 2024 calls and call graph

Fiscal Impact:

Recommendation(s): No Action Required



East Bethel Fire Department May 2024 Response Calls

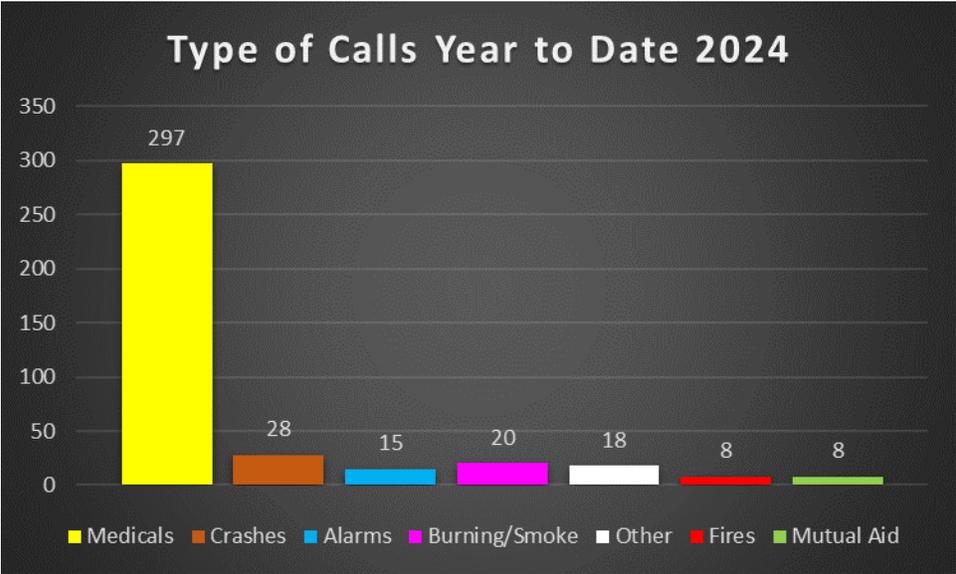
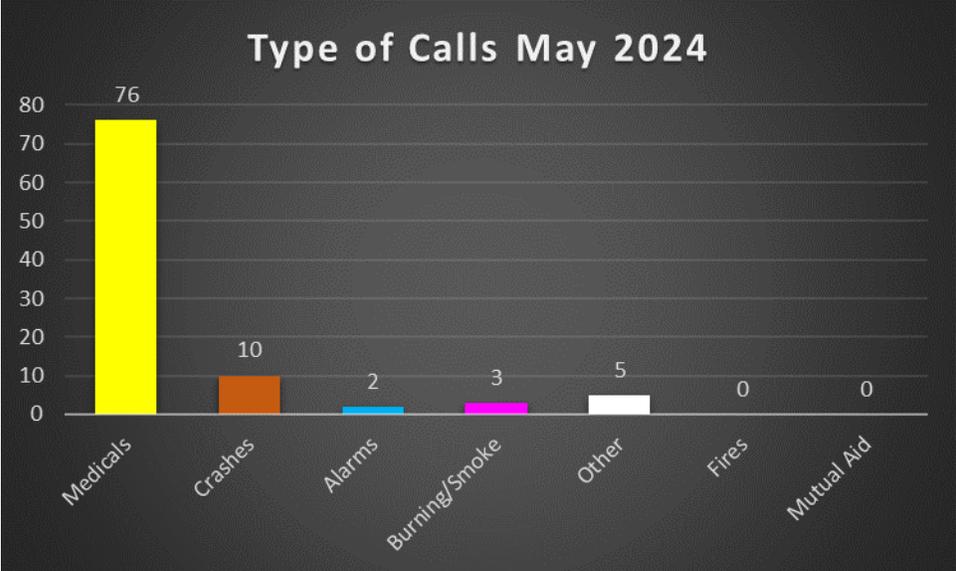
Incident No.	Incident Date	Street Address	Incident Type
299	5/1/2024	1252 185th Avenue Northeast Apt 101	EMS call
300	5/1/2024	20918 Ghia Street Northeast	EMS call
301	5/1/2024	Hwy 65 Northeast and 209th Ave NE	EMS call
302	5/1/2024	20918 Ghia Street Northeast	EMS call
303	5/3/2024	22779 Sandy Drive Northeast	EMS call
304	5/3/2024	20790 Austin Street Northeast	EMS call
305	5/3/2024	229th Avenue NE and East Bethel Blvd NE	EMS call
306	5/3/2024	1150 216th Avenue Northeast	EMS call
307	5/3/2024	23453 University Avenue Northeast	EMS call
308	5/4/2024	24355 Hwy 65 Northeast Apt 131	EMS call
309	5/4/2024	18137 Alamo Street Northeast	EMS call
310	5/4/2024	24355 Hwy 65 Northeast Apt 163	EMS call
311	5/4/2024	Hwy 65 and Klondike	Crash
312	5/4/2024	1316 226th Avenue Northeast	EMS call
313	5/5/2024	Sims Road Northeast and Van Buren St. NE	Other
314	5/5/2024	330 Elm Road Northeast	EMS call
315	5/6/2024	24355 Hwy 65 Northeast Apt 5	EMS call
316	5/6/2024	19131 Taylor Street Northeast Apt 20	EMS call
317	5/7/2024	18533 Buchanan Street Northeast	EMS call
318	5/7/2024	18164 Hwy 65 Northeast Apt 102	EMS call
319	5/8/2024	24355 Hwy 65 Northeast Apt 160	EMS call
320	5/8/2024	18407 Hwy 65 Northeast	EMS call
321	5/9/2024	719 207th Avenue Northeast	EMS call
322	5/9/2024	18164 Hwy 65 Northeast Apt 105	EMS call
323	5/9/2024	24355 Hwy 65 Northeast Apt 98	EMS call
324	5/9/2024	4821 North Tri Oak Circle Northeast	EMS call
325	5/10/2024	960 215th Lane Northeast	EMS call
326	5/10/2024	160 Bryant Lane Northeast	EMS call
327	5/10/2024	22718 Buchanan Street Northeast	EMS call
328	5/11/2024	Luan Drive Northeast and 221st Ave Ne	Crash
329	5/11/2024	4509 234th Lane Northeast	EMS call
330	5/11/2024	Hwy 65 Northeast and 209th Ave Ne	Crash
331	5/11/2024	20927 Durant Street Northeast	Burning/Smoke
332	5/11/2024	18531 Everglade Drive Northeast	EMS call
333	5/13/2024	18540 Everglade Drive Northeast	EMS call
334	5/13/2024	885 198th Court Northeast	EMS call
335	5/14/2024	3833 Edmar Lane Northeast	EMS call
336	5/15/2024	19010 Greenbrook Drive Northeast	EMS call

Incident No.	Incident Date	Street Address	Incident Type
337	5/15/2024	4501 200th Lane Northeast	EMS call
338	5/15/2024	160 Bryant Lane Northeast	EMS call
339	5/15/2024	18164 Hwy 65 Northeast Apt 96	EMS call
340	5/15/2024	4200 Thielen Boulevard Northeast	EMS call
341	5/15/2024	3200 229th Avenue Northeast	Other
342	5/16/2024	1848 Viking Boulevard Northeast	EMS call
343	5/16/2024	1826 183rd Avenue Northeast	EMS call
344	5/16/2024	19131 Taylor Street Northeast Apt office	EMS call
345	5/16/2024	19131 Taylor Street Northeast Apt 6	EMS call
346	5/17/2024	22686 Bataan Street Northeast	EMS call
347	5/17/2024	19007 Fillmore Street Northeast	EMS call
348	5/18/2024	221st Avenue NE and University Ave NW	Crash
349	5/18/2024	3038 221st Avenue Northeast	EMS call
350	5/19/2024	Hwy 65 and Sims Road NE	Crash
351	5/19/2024	20241 Hwy 65 Northeast	Crash
352	5/19/2024	Hwy 65 Northeast and Viking Blvd NE	Crash
353	5/19/2024	Hwy 65 Northeast and Viking Blvd NE	Crash
354	5/19/2024	2751 Viking Boulevard Northeast	EMS call
355	5/19/2024	2751 Viking Boulevard Northeast	Other
356	5/20/2024	18540 Everglade Drive Northeast	EMS call
357	5/20/2024	19131 Taylor Street NE Apt parking lot	EMS call
358	5/20/2024	20350 Monroe Court Northeast	EMS call
359	5/20/2024	19035 Filmore Street Northeast	EMS call
360	5/21/2024	900 189th Avenue Northeast	EMS call
361	5/22/2024	Lakeshore Drive NE and Juniper Rd NE	Other
362	5/22/2024	860 235th Avenue Northeast	EMS call
363	5/22/2024	23705 Hwy 65 Northeast	Other
364	5/22/2024	900 189th Avenue Northeast	EMS call
365	5/23/2024	18246 Fillmore Street Northeast	EMS call
366	5/23/2024	20957 Okinawa Street Northeast	EMS call
367	5/23/2024	20375 Tyler Street Northeast	EMS call
368	5/23/2024	22345 Jenkins Street Northeast	EMS call
369	5/23/2024	19321 East Front Boulevard Northeast	EMS call
370	5/24/2024	900 189th Avenue Northeast	EMS call
371	5/24/2024	3665 Viking Boulevard Northeast	EMS call
372	5/24/2024	900 189th Avenue Northeast	EMS call
373	5/25/2024	24235 Fillmore Circle Northeast	Burning/Smoke
374	5/25/2024	18164 Hwy 65 Northeast Apt 162	EMS call
375	5/25/2024	22530 Yancy Street Northeast	EMS call
376	5/26/2024	21500 Hwy 65 Northeast	EMS call
377	5/26/2024	2051 Deerwood Lane Northeast	EMS call

Incident No.	Incident Date	Street Address	Incident Type
378	5/26/2024	885 198th Court Northeast	EMS call
379	5/26/2024	900 189th Avenue Northeast	EMS call
380	5/27/2024	19031 Breezy Point Drive Northeast	EMS call
381	5/27/2024	18540 Everglade Drive Northeast	EMS call
382	5/28/2024	1112 241st Avenue Northeast	EMS call
383	5/28/2024	19131 Taylor Street Northeast Apt 2	EMS call
384	5/29/2024	217th Avenue Northeast and Hwy 65 NE	Crash
385	5/29/2024	19858 Stutz Street Northeast	Other
386	5/30/2024	24031 Fillmore Street Northeast	EMS call
387	5/30/2024	3538 228th Avenue Northeast	Alarms
388	5/30/2024	2442 225th Avenue Northeast	Alarms
389	5/30/2024	18164 Hwy 65 Northeast Apt 171	EMS call
390	5/30/2024	19622 Naples Street Northeast	EMS call
391	5/30/2024	19131 Taylor Street Northeast Apt memory care lobby	EMS call
392	5/31/2024	19131 Taylor Street Northeast Apt 104	EMS call
393	5/31/2024	19682 Yancy Street Northeast	EMS call
394	5/31/2024	Hwy 65 Northeast and 221st Ave Ne	Crash

96 Total calls

- 76 Medicals
- 10 Crashes
- 2 Alarms
- 3 Burning/Smoke
- 5 Other
- 0 Fires
- 0 Mutual Aid



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



Date: June 24, 2024

Agenda Item Number: Item 6.0 A-M

Requested Action: Consider approving the Consent Agenda as presented

Background Information:

Item A – Approve Bills

Item B – May 29, 2024 City Council Work Meeting Minutes

Minutes from the May 29, 2024 City Council work meeting are attached for your review.

Item C – June 10, 2024 City Council Work Meeting Minutes

Minutes from the June 10, 2024 City Council work meeting are attached for your review.

Item D – June 10, 2024 City Council Meeting Minutes

Minutes from the June 10, 2024 City Council meeting are attached for your review.

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

Effective Jan. 1, 2024, Minnesota’s earned sick and safe time (ESST) law required employers to provide earned sick and safe paid leave to employees who work in Minnesota. The State defines an employee as anyone who works at least 80 hours in a year for an employer in Minnesota (including temporary and part-time employees), but does not include elected officials or independent contractors. The law also states that employers must provide each employee in Minnesota with one hour of ESST for every 30 hours worked, with the ability to accumulate at least 48 hours of ESST each year. Council approved modifications to the City personnel policy on 11/27/23 and 3/25/24 in order to bring it into compliance with this new law.

However, on May 25, 2024 the State clarified the new law with language to exclude employees that perform certain functions including: paid-on-call / volunteer firefighters and ambulance personnel. Staff recommends paying out half of the accrued Safe and Sick Time to all Paid on Call Firefighters on their July 15, 2024 paycheck that accrued January 1, 2024 through June 30, 2024 and revising section 7.1 of the Earned Sick and Safe Time policy to the below.

Recommendation:

7.1 Earned Sick and Safe Time (ESST)

1. Sick and Safe Leave

Sick and Safe Time Leave -. Sick and Safe Time leave with pay shall be granted to probationary, regular full-time employees and employees working more than 80 hours per year. **Paid on Call Firefighters do not qualify for Earned Safe and Sick Time.** Sick and Safe time leave shall accrue at the rate of eight hours per month (.046 per hour worked) until 640 hours have been accumulated.

...

2. Sick and Safe Leave Request

Employees must notify their immediate supervisor on the first day of sick leave and each day of sick leave request before the start of his or her shift unless otherwise required by the supervisor. When possible, sick leave must be requested in advance.

3. Sick and Safe Leave Severance

Severance pay in the amount of one-half the accumulated sick leave employees have to their credit at the time of resignation, retirement, or death shall be paid to employees who have been employed for at least one full year. ~~For Paid On Call Fire Fighters, one-half the accumulated/unused sick leave shall be paid out during the month of January for the previous year or upon termination of employment.~~ If discharged for cause, severance pay shall not be allowed.

Item F – Approval for Advertisement of Seasonal Employee Positions - Ice Arena Staff

The City will begin operating and managing all Ice Arena activities starting September 2024 and as such will need seasonal employees to assist with the day to day duties. The Ice Arena Attendant is a part-time position that reports directly to the Public Works Parks Lead and indirectly to the Public Works Manager. The primary responsibility of the Ice Arena Attendant position is to maintain high quality ice on the rink in a manner that provides a level, smooth and safe playing surface. The position is all responsible for providing custodial duties ensuring that the Ice Arena is maintained to the standards set by the Public Works Manager. Employees in this classification will perform their duties in a conscientious, professional manner and maintain the ice surfaces to ensure that all aspects of the facility are safe and enjoyable for all users.

Funding for these positions is provided for in the Arena Fund. Ice Arena Attendants would be paid \$18.00/hr to \$20.00/hr depending upon their qualifications. There will be no benefits paid for these positions.

Staff is seeking approval to advertise for the Ice Arena Attendant positions that will be employed for the period of September 2024 to the end of February 2025.

Item G - Resolution 2024-42 Designation of Surplus Property – Ice Arena Turf

The East Bethel Ice Arena currently stores synthetic turf that was used for dry floor events. The turf has not been in use for many years and is in poor condition and not useful for any foreseeable events or activities. The storage of the turf takes up valuable space in the arena and the arena staff and youth hockey association would like to have the turf removed. A portion of one roll will be saved for use under pitching and batting cages.

The turf will be auctioned on-line with the Minnesota State Surplus website Minnbid and if there are no successful bidders, the turf will be disposed of at the landfill.

Item H - Res. 2024-43, Fee Schedule Amendment – Ice Arena Advertisements

Staff recommends that the 2024 Fee Schedule be amended (see attachment 2 for Item H) as it pertains to Ice Arena Advertisements.

Item I - Software Purchase – Ice Arena

The management of the East Bethel Ice arena requires scheduling ice time, sending out invoices for ice rentals, and updating and posting locker room assignments. Finnly Sport has provided the City a quote for this software for an annual cost of \$2,748 along with a one-time cost of \$1,349 for initial set up. This software is used by a number of neighboring communities and is a newer version of the software the City used when previously managing the arena. The software also has the possibility to be used for scheduling and invoicing of park pavilion rentals, Whispering Aspen Community Center rentals, and athletic field rentals.

Item J - Security System Update – Ice Arena

The East Bethel Ice Arena security system and key card access system is no longer operating correctly. The technology used is outdated and no longer supported. Staff has worked with WH Security Systems to come up with an efficient solution that allows staff to program keycards and make security adjustments without the need for a technician call-out. The total cost for the update is \$3,967. Reoccurring monthly charges for the security monitoring, cellular service, and software would be \$55.90.

Item K - Approval of Cannabinoid Edibles Vendor License Application – Kwik Trip #1171

Kwik Trip #1171 at 18755 Sandhill Pkwy NE has applied for a cannabinoid edibles vendor license for sales at the convenience store. Background checks have been completed and all forms have been submitted and fees have been paid. Staff is recommending Council approve the cannabinoid edibles vendor license for Kwik Trip, Inc dba: Kwik Trip #1171 at 18755 Sandhill Pkwy NE, East Bethel, MN 55011. Sales of cannabinoid products are regulated under City Code(s) Section 42 -20; Section 18-252 and 18 -290 through 302.

Item L - Set Date for Budget Work Session

Staff recommends the Council sets July 22 at 5:00 PM for the Budget Work Session Meeting.

Item M – Chloride Application for Klondike Drive

Staff has received two quotes for the application of liquid chloride to Klondike Drive. The chloride helps hold moisture in the road surface to reduce dust and limit wash boarding. Past applications of the chloride have provided 30-45 days of improvement in the road condition without the need for road grading. The timing of the application is usually towards the end of June or early July after the spring/early summer rains have ceased.

The quotes are attached for review and staff recommends the low quote from Central MN Dust Control, LLC in the amount of \$6,930 for the one-time application of magnesium chloride to Klondike Drive.

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
June 24, 2024
Payment Summary

Payments for Council Approval						
Bills to be approved for payment						
						\$333,866.64
Electronic Payroll Payments						\$43,921.65
Payroll City Council - June 14, 2024						\$2,234.02
Payroll Fire Department - June 14, 2024						\$15,005.25
Payroll City Staff - June 06, 2024						\$47,937.63
Total to be Approved for Payment						\$442,965.19
Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Building Inspection	Escrow Reimbursement	2024-00145	Boettcher Excavating & Septic	101		\$17,200.00
Payroll	Insurance Premiums	07 2024	Dearborn Group	101		\$2,012.78
Payroll	Insurance Premiums	CNS0001576295	Delta Dental	101		\$520.87
Payroll	Insurance Premiums	CNS0001576295	Delta Dental	101		\$102.09
Payroll	Insurance Premiums	CNS0001576295	Delta Dental	101		\$51.04
Planning and Zoning	Legal Fees	40209	Eckberg, Lammers, P.C.	101		\$857.50
Engineering	Architect/Engineering Fees	53051	Hakanson Anderson Assoc. Inc.	101		\$812.50
Engineering	Architect/Engineering Fees	53052	Hakanson Anderson Assoc. Inc.	101		\$580.00
Engineering	Architect/Engineering Fees	53053	Hakanson Anderson Assoc. Inc.	101		\$2,427.97
Engineering	Architect/Engineering Fees	53054	Hakanson Anderson Assoc. Inc.	101		\$283.50
Building Inspection	Escrow Reimbursement	2024-00145	JAMES CLOBES	101		\$6,234.38
Payroll	Insurance Premiums	265861756316	Medica	101		\$10,694.69
Payroll	Union Dues	06 2024	MN Public Employees Assn	101		\$351.00
Payroll	Insurance Premiums	436200072024	NCPERS Group Life Ins	101		\$80.00
2014A	Bond Interest	87852	Bond Trust Services Corp.	311	31100	\$76,112.50
2014A	Fiscal Agent s Fees	89159	Bond Trust Services Corp.	311	31100	\$475.00
2015A	Bond Interest	87853	Bond Trust Services Corp.	310	31000	\$175,250.00
2015A	Fiscal Agent s Fees	89160	Bond Trust Services Corp.	310	31000	\$475.00
Arena Operations	Bldg/Facility Repair Supplies	P73414857	Batteries Plus Bulbs	615	49851	\$47.85
Arena Operations	Gas Utilities	882179574	Xcel Energy	615	49851	\$81.50
Building Inspection	Motor Fuels	25421886	Mansfield Oil Company	101	42410	\$266.60
Building Inspection	Motor Fuels	25456635	Mansfield Oil Company	101	42410	\$333.09
Building Inspection	Motor Fuels	438622	Steve Lutmer	101	42410	\$26.57
City Administration	Conferences/Meetings	20240613	LOOK, MATT	101	41320	\$32.30
City Administration	Office Equipment Rental	INV2545221	Metro Sales Inc.	101	41320	\$623.55
City Administration	Office Supplies	IN4565775	Innovative Office Solutions	101	41320	\$199.90
City Administration	Professional Services Fees	M29209	TimeSaver Off Site Secretarial	101	41320	\$387.00
City Administration	Professional Services Fees	M29250	TimeSaver Off Site Secretarial	101	41320	\$373.50
City Administration	Telephone	06 2024	CenturyLink	101	41320	\$31.99
Engineering	Architect/Engineering Fees	53059	Hakanson Anderson Assoc. Inc.	101	43110	\$540.00
Engineering	Architect/Engineering Fees	53060	Hakanson Anderson Assoc. Inc.	101	43110	\$1,178.81
Engineering	Architect/Engineering Fees	53061	Hakanson Anderson Assoc. Inc.	101	43110	\$270.15
Fire Department	Bldg/Facility Repair Supplies	7178	Steve's Heating & Service Inc.	101	42210	\$150.00
Fire Department	Bldgs/Facilities Repair/Maint	2611	Bill's Quality Cleaning	101	42210	\$168.00
Fire Department	Bldgs/Facilities Repair/Maint	2612	Bill's Quality Cleaning	101	42210	\$53.00
Fire Department	Clothing & Personal Equipment	INV-50181	Alex Air Apparatus 2 Inc	101	42210	\$2,188.18



City of East Bethel

June 24, 2024

Payment Summary

Fire Department	Conferences/Meetings	6921	F.I.R.E.	101	42210	\$1,850.00
Fire Department	Conferences/Meetings	195	MN State Fire Dept Assn	101	42210	\$1,000.00
Fire Department	Dues and Subscriptions	2194	NFPA	101	42210	\$134.99
Fire Department	Gas Utilities	882179574	Xcel Energy	101	42210	\$81.47
Fire Department	General Operating Supplies	15949	Menards Cambridge	101	42210	\$111.89
Fire Department	Motor Fuels	1011397	Linwood Country Store	101	42210	\$27.15
Fire Department	Motor Fuels	254210960	Mansfield Oil Company	101	42210	\$319.07
Fire Department	Motor Fuels	25421886	Mansfield Oil Company	101	42210	\$424.15
Fire Department	Motor Fuels	25456620	Mansfield Oil Company	101	42210	\$241.92
Fire Department	Motor Fuels	25456635	Mansfield Oil Company	101	42210	\$529.91
Fire Department	Motor Vehicles Parts	1539-270258	O'Reilly Auto Stores Inc.	101	42210	\$71.90
Fire Department	Telephone	06 2024	CenturyLink	101	42210	(\$120.23)
Fire Department	Telephone	06 2024	CenturyLink	101	42210	\$88.47
Fire Department	Telephone	13299700114072	Midcontinent Communications	101	42210	\$20.25
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	1022628	Ham Lake Hardware	101	41940	\$9.99
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	16138	Menards Cambridge	101	41940	\$272.87
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2609	Bill's Quality Cleaning	101	41940	\$380.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2613	Bill's Quality Cleaning	101	41940	\$168.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	IV00292280	Nardini Fire Equipment	101	41940	\$928.43
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	51504	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	Gas Utilities	882179574	Xcel Energy	101	41940	\$56.08
Legal	Legal Fees	05 2024	Eckberg, Lammers, P.C.	101	41610	\$10,211.69
Legal	Legal Fees	40209	Eckberg, Lammers, P.C.	101	41610	\$1,780.00
MSA Street Construction	Architect/Engineering Fees	53055	Hakanson Anderson Assoc. Inc.	402	40200	\$480.00
MSA Street Construction	Architect/Engineering Fees	53057	Hakanson Anderson Assoc. Inc.	402	40200	\$1,496.65
Park Maintenance	Clothing & Personal Equipment	4195501845	Cintas Corporation	101	43201	\$33.69
Park Maintenance	Clothing & Personal Equipment	4196198068	Cintas Corporation	101	43201	\$33.69
Park Maintenance	Clothing & Personal Equipment	9139021670	Grainger	101	43201	\$83.49
Park Maintenance	Equipment Parts	02-1081361	Lano Equipment, Inc.	101	43201	\$295.71
Park Maintenance	Equipment Parts	02-1081362	Lano Equipment, Inc.	101	43201	\$109.54
Park Maintenance	Motor Fuels	254210960	Mansfield Oil Company	101	43201	\$613.59
Park Maintenance	Motor Fuels	25421886	Mansfield Oil Company	101	43201	\$363.56
Park Maintenance	Motor Fuels	25456620	Mansfield Oil Company	101	43201	\$465.23
Park Maintenance	Motor Fuels	25456635	Mansfield Oil Company	101	43201	\$454.21
Park Maintenance	Motor Vehicles Parts	1018867	Linwood Country Store	101	43201	\$42.89
Park Maintenance	Other Equipment Rentals	MP249416	LRS	101	43201	\$80.00
Park Maintenance	Park/Landscaping Materials	506186	Central Wood Products	101	43201	\$237.30
Park Maintenance	Park/Landscaping Materials	506380	Central Wood Products	101	43201	\$847.50
Park Maintenance	Park/Landscaping Materials	506384	Central Wood Products	101	43201	\$508.50
Park Maintenance	Park/Landscaping Materials	979324	Lowe's	101	43201	\$61.77
Park Maintenance	Park/Landscaping Materials	142106237-001	SiteOne Landscape Supply	101	43201	\$70.58
Park Maintenance	Professional Services Fees	M29209	TimeSaver Off Site Secretarial	101	43201	\$206.50
Park Maintenance	Shop Supplies	336960	S & S Industrial Supply	101	43201	\$2.34
Park Maintenance	Tires	335797	PTL Tire & Automotive Ctr	101	43201	\$49.98
Planning and Zoning	Professional Services Fees	M29250	TimeSaver Off Site Secretarial	101	41910	\$219.50
Recycling Operations	Gas Utilities	882179574	Xcel Energy	226	43235	\$28.86
Recycling Operations	Professional Services Fees	CU-41810	First State Tire Recycle	226	43235	\$227.07



City of East Bethel

June 24, 2024

Payment Summary

Street Capital Projects	Architect/Engineering Fees	53058	Hakanson Anderson Assoc. Inc.	406	40600	\$692.00
Street Capital Projects	Architect/Engineering Fees	53080	Hakanson Anderson Assoc. Inc.	406	40600	\$177.60
Street Maintenance	Bldgs/Facilities Repair/Maint	4195501845	Cintas Corporation	101	43220	\$9.19
Street Maintenance	Bldgs/Facilities Repair/Maint	4196198068	Cintas Corporation	101	43220	\$9.19
Street Maintenance	Clothing & Personal Equipment	RW501073	CHETS SHOES, INC	101	43220	\$233.74
Street Maintenance	Clothing & Personal Equipment	4195501845	Cintas Corporation	101	43220	\$33.68
Street Maintenance	Clothing & Personal Equipment	4196198068	Cintas Corporation	101	43220	\$33.68
Street Maintenance	Equipment Parts	1539-253286	O'Reilly Auto Stores Inc.	101	43220	\$74.48
Street Maintenance	Equipment Parts	OSOO129843	O'Reilly Auto Stores Inc.	101	43220	(\$0.60)
Street Maintenance	Gas Utilities	882179574	Xcel Energy	101	43220	\$20.18
Street Maintenance	Lubricants and Additives	X499808-IN	Allied Oil & Tire Company	101	43220	\$838.35
Street Maintenance	Motor Fuels	254210960	Mansfield Oil Company	101	43220	\$1,521.70
Street Maintenance	Motor Fuels	25421886	Mansfield Oil Company	101	43220	\$157.54
Street Maintenance	Motor Fuels	25456620	Mansfield Oil Company	101	43220	\$1,153.77
Street Maintenance	Motor Fuels	25456635	Mansfield Oil Company	101	43220	\$196.82
Street Maintenance	Professional Services Fees	4050357	Gopher State One-Call	101	43220	\$91.80
Street Maintenance	Street Maint Materials	42683804	Martin Marietta Materials	101	43220	\$212.75
Street Maintenance	Street Maint Materials	42697233	Martin Marietta Materials	101	43220	\$392.42
Street Maintenance	Street Maint Materials	35234	Menards - Forest Lake	101	43220	\$192.77
Water Utility Operations	Chemicals and Chem Products	6784212	Hawkins, Inc	601	49401	\$80.00
Water Utility Operations	Gas Utilities	06 2024-1	CenterPoint Energy	601	49401	\$39.49
Water Utility Operations	Gas Utilities	06 2024-2	CenterPoint Energy	601	49401	\$111.46
Water Utility Operations	Professional Services Fees	Q2 2024	Desiree Stanford	601	49401	\$77.99
Water Utility Operations	Telephone	06 2024	CenturyLink	601	49401	\$156.25
Water Utility Operations	Telephone	06 2024	CenturyLink	601	49401	\$70.95
Water Utility Operations	Telephone	06 2024	CenturyLink	601	49401	\$198.48
						\$333,866.64



City of East Bethel

June 24, 2024

Payment Summary

Electronic Payroll Payments		
Payroll	PERA	\$10,272.41
Payroll	Federal Withholding	\$7,843.83
Payroll	Medicare Withholding	\$2,812.66
Payroll	FICA Tax Withholding	\$11,046.38
Payroll	State Withholding	\$3,826.97
Payroll	MSRS/H.S.A./HCSP	\$8,119.40
		\$43,921.65

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL WORK MEETING

May 29, 2024

The East Bethel City Council met on May 29, 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
Rodney Sanow, Fire Chief
Aaron Berg, Community Development Director
Nate Ayshford, Public Work Director

1.0 – Call to Order

The May 29, 2024, City Council meeting was called to order by Mayor Lewis at 6:00 p.m.

2.0 – Ice Arena Management Discussion

Ayshford summarized the two quotes received for the management of the Ice Arena. He indicated the low quote received was from Gibson Management, which was approximately a 32 percent increase over what they had the past year. He noted the second quote was from an out of State company who would charge travel expenses, so that one was out of the question. Ayshford indicated both proposals would require the arena to operate in the red with the current cost structure.

Ayshford presented a proposal if the City were to take over the management of the Ice Arena. He recommended this option as making the most sense for the residents and the users of the Ice Arena.

Lewis noted he had seen that the Ice Arena had broken even financially since 2013 or 2014 and when he looked at the budget there was no allocation for salaries. He indicated it was easy to make everything look break even or profitable if they didn't include some of the expenses. He asked if they had been accurately accounting for everything in terms of staff time, etc. He also questioned why the depreciation for 2023 drop \$32,000. Ayshford noted the proposal was not an apples-to-apples comparison and the costs were more representative of what the true costs were going to be compared to what they were paying right now. He acknowledged there was some time that was not accounted for such as when staff changed light bulbs, etc. He indicated that was included in the general building maintenance budget and paid for with the public works fund. He explained the budget for the Ice Arena and where the funds would be coming from.

Lewis inquired as to whether public works could manage the Ice Arena in addition to what they were currently doing. Ayshford believed they could. He indicated they had staff that were familiar with the Ice Arena and the person he was proposing for the job worked with the Uouth Hockey Association right now, so he was familiar with the building. He noted this person got called on a lot by the previous management company to take care of things, which he did on his own time.

Ayshford stated staff had a great working relationship with the Youth Hockey Association and Alex Goodwin was in attendance tonight also. He indicated the worse-case scenario was that the City run the Ice Arena for a year and see what changes needed to be made after that year.

1 DeRoche asked what Gibson did onsite other than paperwork and collect fees. He asked if Gibson
2 had someone on site who was running the arena. Ayshford responded there was no real work done
3 in the summertime, except for ice scheduling which was taking place now. He indicated there was no
4 onsite manager at all times and there would be seasonal or part-time operators there. He stated
5 Gibson took care of the ice scheduling and the billing for the ice time which would now be the City's
6 responsibility.

7 DeRoche stated in his opinion this sounded great. He asked the Youth Hockey Association if they
8 would be willing to share in the running of the Ice Arena. Alex Goodwin stated they would be willing
9 to do that and she had had conversation with Ayshford about this.

10 Ms. Goodwin stated over the past few years when Gibson Management was there, a lot of the slack
11 was picked up by the City and City workers for things that Gibson Management should have been
12 doing. She noted the most disappointing part was they never had any sort of management at the
13 arena. She indicated she saw Gibson there when the ice went in, but that was the only time and the
14 individuals Gibson hired struggled with the maturity on some different levels in making sure things
15 were completed in a timely manner. She stated there was no follow up on things that should have
16 been taken care of throughout the season.

17 Ms. Goodwin stated she had seen the new Gibson proposal and the only thing she saw that was
18 different were the dates which did not account for the 32 percent increase. In her opinion, she did
19 not think it made sense to continue with Gibson Management. She indicated they had received
20 numerous complaints throughout the year with respect to Gibson.

21 Ms. Goodwin noted the Youth Hockey Association was more than willing to help out in any way they
22 could. She indicated while they were a small group, they had a lot of volunteers. She noted they
23 would be willing to hold fundraisers to help with building improvements, etc. like they had done in
24 the past. She stated they could also get involved in events held in the summer at the Ice Arena as she
25 believed there were many opportunities for summer events.

26 Ayshford stated the Ice Arena had no air conditioning and it was not insulated for air. He indicated
27 they might get away with events in the spring and fall, but the summer would be difficult. He noted
28 the City did carry a good-sized balance in the account if there should be some major breakdown also.

29 Mundle asked why did the City stop running the Ice Arena in the past. Ayshford responded he did not
30 know as he was not with the City at that time, but he understood there was some personality
31 conflicts, but he was not sure.

32 Look stated he did not know if the City running the Ice Arena was the most favorable option, but he
33 agreed Gibson was not an option and the other bid they received was far more expensive and was
34 definitely not an option. He recommended the City run the Ice Arena for a year and look at this again
35 next year. He requested the Council consider this a short-term possibility until they found another
36 responsible entity or perhaps someone who wanted to buy the business and run it.

37 Lewis stated businesses sell for more and they sell quicker if they build them up before they try to sell
38 them.

39 Smith thanked Ms. Goodwin for doing the fundraising. Ms. Goodwin indicated they had big plans.

40 Look stated this would be on the upcoming Council meeting.

41 **3.0 - Driveway Ordinance Relating to an Improved Street**

42 Berg stated at the May 13, 2024 City Council meeting, there was discussion to revisit and revise the
43 driveway access standards Ordinance. Berg noted the staff had reviewed Section 15 along with the

1 feedback provided by the City Council for driveway access standards and provide a recommended
2 change to address the potential concerns. Berg indicated the City Council should review and discuss
3 the proposed changes from City staff, provide guidance if any, and authorize the public hearing
4 process for the Ordinance change.

5 Berg stated he had reviewed the driveway ordinance and standards and realized that all of the
6 districts required a driveway to be paved, including conditional uses in the rural residential district.
7 However, the rural residential district was not included in the list. He noted he decided to potentially
8 strike it in all residential zoning districts and edit it to say driveways located on an improved street in
9 a platted subdivision are required a bituminous or concrete driveway extending from the street to a
10 minimum of 75-feet, with the exception of driveway access to properties located in non-platted rural
11 residential zoning districts. He noted those shall be improved through the public right-of-way to the
12 property line.

13 Berg stated wherever the right-of-way space had the apron, essentially, he decided to include that, in
14 addition to City driveway access standards, so if it was on a County, road, County road jurisdictional
15 things might apply; if it's on Highway 65, Highway 65 might have some things; and the State might
16 have some things that would apply.

17 Berg noted one item that had never been covered in the Ordinance was that a second driveway
18 should be constructed and improved to the current driveway standards. He indicated there was
19 nothing that addressed a second driveway. He stated Section 5 was an addition that was carried over
20 from the standards in subdivision design, which required that driveways have to be a minimum of five
21 feet from a neighboring property. So, taking those into consideration, if there are any additional
22 feedback to this Ordinance potential revision, they could run this through the Planning Commission
23 for the public hearing and then bring anything back to the Council for final approval in an upcoming
24 Council meeting.

25 Berg indicated he would also create an informative flyer that would describe the process for
26 driveways, when a permit was needed, and where to go to get a permit. He stated that brochure
27 would go out with the application. He hoped this would address some of the concerns that were
28 brought up.

29 DeRoche believed some of it seemed more restrictive. He did not want to prevent residents from
30 doing things unless it was a public safety issue or public hazard. Lewis stated he did not read it that
31 way. Mundle believed this was just explaining things.

32 Berg responded as of right now in a rural residential district, they would require them to pave 75-
33 feet, and this was essentially allowing those properties in non-platted subdivisions, rural residential
34 property, or agricultural property to only have to pave whatever it was decided on whether that be
35 30-feet, 20-feet, 60-feet, etc. He indicated they were actually lessening the standard and giving more
36 options for properties that were not in subdivisions.

37 **3.0 – Architectural Standards Ordinance Language**

38 Berg stated they had been discussing the architectural standards and the business zones in the City
39 for almost a year. He noted staff has had a couple of conversations now with Miller to review
40 proposed changes to the architectural standards.

41 Berg stated staff was recommending they add a section to the existing architectural standards. He
42 indicated this set of standards was permissible outside of the City utility service area, which may be
43 amended from time to time in order to enable the development of properties in more alignment with
44 business needs, while maintaining high architectural standards.

1 Berg indicated the business design which exhibited architectural control, which seeks to be creative
2 and utilize building lines, shapes, angles, and maximizes integrity. Now, he noted they have expanded
3 the materials, of which Miller was requesting in his original version, which have all been addressed.
4 He noted another item was specifically to address the rear and sides of a building, so that they do not
5 have to match the front facing facade of a building.

6 DeRoche inquired about windows in the back of the building. Berg responded the developer could do
7 windows if they wanted, but they were not obliged to.

8 Miller stated they had tried to cover pretty much everything in a simplistic form along with making it
9 simple to follow. He hoped that this was going to attract more businesses to the City.

10 DeRoche requested the Council be provided with a redlined version. Berg responded this one had
11 already been through Council with redlining three times and now it was back for the Council's final
12 decision based on Miller's opinion. He noted the Planning Commission would not see this again and
13 the public hearing had already been held.

14 **4.0 – Rooster Ordinance**

15 Berg stated at the May 13, 2024 City Council meeting there were multiple complaints by residents
16 who spoke at the Public Forum regarding roosters. He indicated staff have reviewed that Section and
17 have provided a recommended change to potentially address the concerns. Berg requested the
18 Council review the changes and provide guidance. He noted this would facilitate an Ordinance
19 revision which would including holding a public hearing at the Planning Commission.

20 Berg stated he had looked at the farm animal Ordinance, specifically the section about chickens and
21 recommend in that Section that the City add to the sentence that roosters are prohibited on lots
22 smaller than an acre and a half. Furthermore, no more than one rooster would be permitted on all
23 other parcels.

24 Lewis asked if this wasn't supposed to be tied to the zoning. Berg responded the Council would make
25 whatever revisions they wanted.

26 Look stated the City could control this however they wanted to, but the problem was where the
27 chicken coop was located so if it was next door to a neighbor on 10 acres, then it would be right next
28 door.

29 Mundle recommended the following language: If the rooster is on property, it may be removed by
30 complaints by neighbors. He noted that would handle the complaints, it wouldn't rise to the level of
31 a City nuisance by definition, and if neighbors complained they were obligated to get rid of the
32 rooster(s).

33 DeRoche noted the issue with this was if two neighbors did not get along and one neighbor was going
34 to complain whether it was an issue or not. He suggested if they could say it could not be within a
35 certain distance to the next person's property. Berg responded if someone had a certain number of
36 acres, they were allowed to free range chickens, which meant they could not control where the
37 chickens walked. He noted this would be putting in restrictive parameters again and he thought the
38 revisions were to remove restrictions. He believed there must be a happy medium somewhere.

39 Berg recommended dropping this down to one rooster, which might reduce some of the complaints.
40 He noted if this did not work, they could come back and look at this again with the possibility of
41 getting rid of roosters completely.

42 Smith stated one rooster was fine with him.

1 DeRoche asked if the residents at the Public Forum had filed formal complaints. Berg responded they
2 had and the Code Enforcement Officer was actively investigating, but he was running into some
3 potential problems with Code language in terms of public nuisance. He noted there was very limited
4 information on what a public nuisance was in the City's Ordinance. He indicated the City Ordinance
5 did reference State Statute, which was more involved, so staff needed to dig into the State Statute
6 and how that applied to the City's nuisance Ordinance.

7 Mundle asked if they could add roosters to the nuisance Ordinance. Berg responded the City could
8 do whatever they wanted. He requested the Council give him some time to figure out what direction
9 the City needed to go.

10 DeRoche asked what did the State Statute say. Berg responded that was what he needed to
11 research. He stated he would send the Council the current nuisance Ordinance for feedback and
12 direction. He indicated it was a matter of adopting Statue Statute language into the City's Ordinance
13 and then they needed to come back with an Ordinance revision to make that happen. He reviewed
14 what the current City Ordinance said with respect to what was a public nuisance.

15 Look stated roosters also made more roosters and pretty soon they would have to terminate roosters
16 because there would be too many. He indicated hens could lay eggs without roosters. He believed
17 most people wanted the eggs and that was the reason they wanted chickens.

18 Berg indicated some cities use IUPs to regulate this also.

19 Miller believed they knew there would be some problems with roosters, but when they started out
20 they had a lot more people who wanted roosters than those who did not want roosters. He indicated
21 what bothered him was that the residents who had come to the Council to complain had been
22 dealing with this for a year and while staff had gone out to look at the situation, nobody from the
23 Council had looked at it. He noted when the Council heard about this it came as a surprise to them.

24 Berg pointed out what the residents had failed to tell the Council was that staff did go out there and
25 had addressed the situation and there had been significant changes made on the property. But in the
26 meantime, Council chose a different policy on making formal complaints and so staff was not going to
27 waste their time on investigating a verbal complaint when the residents had been informed they
28 needed to file a written complaint. He indicated staff had investigated this seven months previously
29 and this was the first time there was a complaint.

30 Berg recommended the City start allowing one rooster per parcel for anything larger than 1.5 acres.
31 Lewis believed that was a good start.

32 **5.0 – ESST Update and Direction**

33 Look stated this related to paid on call firefighters earned sick and safe time required by the
34 Minnesota State Legislature for all part-time and full-time employees. He noted this was very similar
35 to what full-time employees earned in terms of sick leave. He asked if the Council wanted to
36 terminate it now, which meant they would pay out whatever had been accrued up to this point. Or
37 did they want to keep it for the balance of the year and pay out at the end of year, which was about a
38 \$10,000 to \$15,000 impact on the budget, or did they want to keep it indefinitely even though it
39 could not be used, but they would get paid this additional benefit for the firefighters.

40 Mundle stated if they kept it, the firefighters would get the initial bonus paid out at the end of the
41 year. He noted the Council had said before they wanted to find the money and he did not know how
42 to pay them being a better incentive.

1 Look indicated staff was looking for a consensus to drop the policy as it relates to the new law that
2 had come out. However, he noted the law did not prevent the City from providing that as a benefit.

3 Lewis stated it seemed more logical to give an increase in pay rather than have this non-required,
4 non-existent kind of safe and sick time. He noted this seemed like an odd thing.

5 Lewis asked Sanow what he thought the City should do. Sanow stated he needed to look at the fiscal
6 impact of this before he could decide.

7 Lewis stated this seemed to introduce a confusing element when somebody quits. Sanow responded
8 the policy was that the firefighters would get paid out half of their sick time right now.

9 **6.0 – Assessor Contract**

10 Not discussed.

11 **7.0 – White Pines General Store – Short Term Rental Concept**

12 Berg noted the White Pines General Store had a lot next to them and they were looking at a potential
13 option of selling that lot or finding some revenue source from the lot. He indicated they were
14 proposing tiny homes for potential rental or short-term rentals. He noted the City’s Ordinance did
15 not allow for short-term rentals and the Ordinance did not allow for the placement of a
16 manufactured home outside of a manufactured home park. He stated there were a lot of things that
17 would potentially need to be modified in order to allow this to happen, one of which might be
18 offering them a CUP for the space but then the City would need to modify other things to make that
19 happen.

20 Berg indicated they did not allow multiple residences on one parcel of property. He stated another
21 problem was shared septic for temporary homes and the City did not allow mobile homes or
22 manufactured homes outside of a manufactured home park. He asked if this was something Council
23 was interested in staff exploring further or should staff tell White Pines they should look at another
24 idea for this property.

25 **8.0 – Jail Conversation**

26 Not discussed.

27 **9.0 – Adjourn**

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

30 Meeting adjourned at 6:59 p.m.

31 Submitted by:

32 Kathy Altman

33 *TimeSaver Off Site Secretarial, Inc.*

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL WORK MEETING

June 10, 2024

The East Bethel City Council met on June 10, 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
Eric Larson, City Attorney
Aaron Berg, Community Development Director

1.0 – Finalize ESST Discussion

Look stated at the last Council Work Meeting they had started this discussion. He asked what the Council wanted to do as it related to firefighters. He requested feedback from the Council and decide to either continue it or to stop it before it got too far and becomes a benefit that the firefighters would rely on.

Lewis noted it would be an extremely cumbersome way of doing just basically a pay increase. He indicated it did not make sense.

Look indicated that had been a pretty large increase in the pension plan for the firefighters which they were happy about. He noted Mr. Streich's report would be offering some other ideas to help with attraction and retention. Lewis stated he was anxious to see Mr. Streich's report.

DeRoche stated he would like to give the firefighters more money. Smith agreed and stated he wanted to see what the report had to say.

Mundle did not think they needed to make a final decision on this right away and they could look at all alternatives.

DeRoche asked when Mr. Streich's report was coming out. Mr. Look responded he did not have an exact date, but he was hoping it would be available by the end of summer.

2.0 – Jail Conversation

Look summarized the County's jail discussions noting that the Legislature had passed an allowance for Anoka County that they did not have to keep the jail in the County seat, so now the jail could be anywhere within Anoka County. He believed the jail and County were one and they could not have a jail remote from the courts. He stated this conversation was still at the County, but the City of Anoka was pushing back hard on this as they did not want the jail in their City.

Look stated that opened up the conversation as to where else in the County could it potentially go. He asked if the Council would be interested in a concept such as this, noting that development would be something notable.

Lewis responded it had been his observations that normally things like this were located centrally within the County where it was most convenient for everybody and if they looked at it that way, the central location would be Andover and not East Bethel.

1 Look noted the Anoka County Judges wanted something new as the current buildings were old and
2 not efficient. He indicated the centrally located cities were pretty much built out already also. He
3 stated East Bethel had more open land and could facilitate something like this a lot easier.

4 Lewis asked how many acres would be needed. Look responded the size of the lot in downtown
5 Anoka was five acres, so he did not think they would need more than ten acres.

6 Mundle assumed they would need sewer and water connections also. Look responded they would
7 need sewer and water.

8 Mundle stated if the County was interested in East Bethel that might help the City get sewer and
9 water to a certain location and help with the City's infrastructure.

10 Look noted having the presence of the Sheriff would also be significantly more than normal and the
11 City's costs might also go down.

12 DeRoche stated this would need to be run by the residents to obtain their opinion and he wanted to
13 get the residents involved in this decision.

14 Mundle indicated he would be interested in putting the City's name in the hat and see what it would
15 entail as well as getting more information as well as getting resident involvement.

16 Lewis asked if this would be put on the ballot, did it have to be a specific form. Look suggested some
17 possible ballot questions.

18 Lewis asked if this would need City money involvement. Look responded it would be all County
19 money.

20 DeRoche asked what kind of a timeframe were they looking at. Look responded the County already
21 wanted to be under construction, so they were looking for something sooner rather than later once
22 they choose a site.

23 Smith stated he was in favor of checking into this, but they definitely needed to let the residents
24 know and let them voice their opinions.

25 **3.0 – Abatement Discussion**

26 Larson discussed difficulties cities faced in enforcing city codes, particularly with repeat offenders,
27 and the need for alternative approaches to address compliance issues. He noted the importance of
28 authorizing civil abatement actions through a District Court Judge. He emphasized the importance of
29 real-life circumstances before analyzing legal issues and he discussed the limitations of the criminal
30 process to addressing property Code violations, citing the need for civil abatement actions to achieve
31 compliance. He stated in some cities, civil abatement had faced challenges, including an unpublished
32 opinion in the City of Ramsey, which highlighted lessons learned for future actions.

33 Larson summarized the City Code Enforcement and abatement actions.

34 Look stated some of the cases represent significant staff time and had gone on for years. He noted
35 some of the challenges staff had were that social media facilitates a "group therapy for known
36 violators." He believed it boiled down to the integrity of the City and Council. He stated the City had
37 Ordinances that were expected to be followed, but some don't follow the Ordinances.

38 Look believed abatement was another tool the City could consider for those extreme situations
39 where people refused to follow the City's Ordinances.

40 Lewis noted there were certain people who just did not care. He stated everyone in the City were
41 residents with equal treatment under the law and the people who had purchased properties next to

1 the problem properties had the same rights as everyone else, and they shouldn't have to put up with
2 this. He indicated it could lead to health issues such as toxic fluids, vermin, and a reduction in
3 property value. He noted as a Libertarian, he understood property rights, but when impacting others,
4 rights were surrendered.

5 Larson noted the City of Ramsey's problem helped create a road map for other communities also.

6 The Council discussed the importance of having a clear process for civil abatements and that it
7 needed to be used carefully.

8 **4.0 – Adjourn**

9 Meeting adjourned at 6:48 p.m.

10 Submitted by:

11 Kathy Altman

12 *TimeSaver Off Site Secretarial, Inc.*

13

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL MEETING

June 10, 2024

The East Bethel City Council met on June 10, 2024, at 7:00 p.m. for the regular City Council meeting at City Hall.

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

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

1.0 Call to Order

The June 10, 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. Smith 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

None.

5.0 Public Forum

James Linder, 19423 East Tri Oak Circle, requested information on public information that the City had with some Ordinance violations he had brought up in the past. He noted he had sent an email on March 16 to the City highlighting incorrect and previous statements made by Look. He stated he had not received any response. On May 1 and on May 9, he had called Carrie Frost to ask how he could access the public data and left a message on May 1, and when he called on May 9, he was told Ms. Frost was out of office until May 20. He noted he then sent an email to Ms. Frost with the form to access public data attached, but he did not receive a response. He stated he wanted to get access to that public information and that was the reason he was at the Council meeting.

Look asked what incorrect statements were made. Mr. Linder stated he had sent an email to the City on March 15 and the response he received from Look concerned discrepancies on how things were worded and why he could not put a gazebo on his property, but his neighbor could because his neighbor's property was larger than his. He indicated his neighbor's property was under 2 acres and the Ordinance said that could not be done on property under 2 acres. Mr. Linder stated the other inaccuracy was the reference made to the shed on his property saying it was a garage, but it was a shed. He indicated those were some of the replies he received that had misleading and inaccurate information. He indicated that he had made a request for access to public data to find out what previously had gone on between the City and the property next door and who in the City created and

1 defined Ordinances. Look responded with respect to Mr. Linder second question, the Council creates
2 and approves City Ordinances.

3 Mundle noted that was done with assistance from many various Commissions also. Look
4 acknowledged staff and Commissions were involved, but the final approval was made by the Council.

5 Mr. Linder stated he had requested in the past to get a better definition of what the Ordinances were
6 because in previous conversations with them, some of the words in the Ordinance that were
7 presented to him were different than what they were on the City's website. He had asked why the
8 property next door to him was allowed a gazebo when they already had 2 sheds on the property. He
9 noted the response he received was a definition of a shed.

10 Look stated staff had responded to a lot of Mr. Linder concerns and had spent countless hours on
11 this. He indicated a lot of the challenges they were having were definitional issues. He stated Mr.
12 Linder was defining something different than how staff was defining something and so there was a
13 feeling that there was a misapplication of the Ordinance because Mr. Linder felt that his definition
14 was correct.

15 Look believed while there could be some interpretation on things and some ambiguities, he believed
16 it somewhat rested with the City to define what the Ordinances were as the City had created the
17 Ordinances.

18 Look noted that a lot of Mr. Lender's issues were civil issues and the City was not going to get
19 involved in those. He indicated if Mr. Linder wanted to take his neighbor to Court on an issue, it was
20 within his right to do so.

21 Mr. Linder stated he the City also had an Ordinance about second driveways not being allowed. He
22 indicated the track Look had referred to was an access point from the public road that went down to
23 the lake. He noted they have it ten feet from his home and they used it repeatedly on the weekend.
24 He noted he had put up a motion camera and it captured them going back and forth 72 times in one
25 weekend.

26 Lewis stated he had heard all of this before and asked how did they resolve it.

27 Mr. Lender's asked if it was normal practice for the City to change the wording of an Ordinance when
28 they were talking to someone. He stated his neighbor had two sheds and a gazebo and now the
29 gazebo all of a sudden got turned into a structure and the wording of garden shed got removed. Look
30 responded that was true. Look stated Mr. Lender's neighbor had been sent a letter in December
31 noting the issues that the City had with their property had been resolved.

32 Mr. Linder believed that was incorrect because some of the Ordinance violations were concerning fire
33 pits closer to adjacent buildings and the Ordinance allowed the number of detached accessory
34 structures.

35 Look stated Mr. Linder and the City had a disagreement, but the letter to Mr. Lender's neighbors was
36 the official position of the City. He acknowledged Mr. Linder disagreed with that.

37 Linda Harvey stated this Ordinance specifically stated that it was not to be accessed from a public
38 road, but their access point was from a public road.

39 Mr. Linder stated he was here to get public record information. Look stated they had received a
40 request for some non-specific information, which staff was struggling to fill.

41 Mr. Linder stated he had requested information concerning City records with the property next door
42 to his and it was specific, but it was the going back and forth between the City and the "stonewalling"

1 that was being done. He had the feeling he was the messenger and was getting attacked for bringing
2 out what was clear in the Ordinance.

3 Lewis stated the highest enforcement official in the City was the Building Official and the Building
4 Official did not see it the way Mr. Linder was describing. He noted Mr. Linder had a different way of
5 looking at what he called a gazebo. He indicated he had observed that people have an issue when
6 Ordinances changed.

7 Larson stated the City had received a data practices request and the Council knew it was pending and
8 that would be handled. He noted they were talking about Code enforcement and with Code
9 enforcement, you would get different opinions, but the City had the discretion about interpretation
10 and where and how it was going to enforce.

11 Larson indicated what the Council had was a differing opinion as far as how aggressive the City should
12 be on enforcement. He stated the City had repeatedly been put on notice that they wanted more
13 aggressive enforcement than what was done. He indicated what was done was that this neighbor
14 was criminally prosecuted and went through the criminal probation system. He stated he did not
15 know what more the City could do.

16 Larson acknowledged that Mr. Linder did not get everything he wanted, but he had stated if Mr.
17 Linder needed anything else he needed to put it in writing and present it to the Council or the City
18 Administrator. He stated Mr. Linder also had legal rights and if he wanted more enforcement under
19 what his interpretation was of the City Code, he had the right to go to Court against his neighbor on
20 his own.

21 Larson stated it was not up to Mr. Lender's discretion to seek more than that, but rather it was up to
22 the City's discretion. He requested Mr. Linder respectfully understand that his judgment was
23 different than the City's. He acknowledged Mr. Linder was upset and might disagree, but he had to
24 respect the City's decision.

25 Mr. Linder stated he agreed with Larson and what he was looking for was history. Larson responded
26 that had been addressed and he had Mr. Linder data practices request was made, which the City
27 would address.

28 Mr. Linder asked what was the timeline for getting him the information he was requesting. Larson
29 responded it would be three weeks, which was on the notice.

30 Linda Linder, 24299 Fillmore Circle, stated she had called the City several time previously about an
31 issue she was having with the pond in her neighborhood. She noted the pond smelled terrible. She
32 indicated she had moved to the neighborhood 8 years ago and at that time, it was a nice pond. She
33 understood that there used to be a sewage plan in the neighborhood which had been closed. She
34 noted once that was closed, it apparently stopped the flow of the water through the pond. She
35 believed the flowage kept the algae from growing and now it was just a "big smelly algae mess."

36 DeRoche responded when they drained it, they hired someone to come in who dug for some farmer
37 to put it on his field. Mundle noted she was not referring to this pond and this was not the retaining
38 pond where the sediment had been removed.

39 Lewis believed there were around 154 ponds or bodies of water in the City and Ayshford's position
40 was clear that if the City took responsibility for maintaining all of the ponds in the City, there would
41 be no funds left to do anything else. He indicated it was the people who lived in the neighborhood's
42 responsibility for the ponds.

1 Ms. Linder noted it kept getting worse and if she drove by with her window down, she could smell it
2 right away. She stated she lived across from the pond and it was horrible to live with it smelling of
3 algae. Lewis expressed surprise with all of the rain this year that it would still smell. He asked staff
4 for their thoughts.

5 Look stated staff would talk to Ayshford about what the options were. He noted the DNR probably
6 regulated a lot of what they could do with ponds.

7 Ms. Linder noted the City mowed around the pond and some of the grass clipping went into the pond
8 also. Lewis asked why the City would mow around the pond. Mundle believed part of the City's park
9 land.

10 Berg stated if a pond was given to the City, there was usually a 10-footwide swatch or easement
11 around the pond for pond maintenance. He indicated though that he was not the expert on ponds or
12 water and the staff person who was the pond expert was not in attendance at the meeting.

13 Ms. Linder asked how the Councilmembers would like to live across from a "stinky old pond." She
14 indicated she was going to have to move because the City wouldn't help with this situation. Lewis
15 thanked Ms. Linder for bringing this to their attention and said staff would follow up on this.

16 **6.0 Consent Agenda**

17 Item A: Approve Bills

18 Item B: Approve Meeting Minutes May 29, 2024 City Council Meeting

19 Item C: Weather Warning Siren System Upgrade

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

24 **7.0 New Business. Commission, Association, and Task Force Reports**

25 **7.0 A Planning Commission**

26 **7.0 A.1 Setback Variance: Septic Mound, 18116 Deerwood Ln NE**

27 Berg stated on January 30, 2024, Blake Robinson purchased 18116 Deerwood Lane NE. At the time of
28 the sale the septic system, which was installed in 1978, failed an inspection and was declared non-
29 compliant. Berg reviewed Section 73-36, Compliance and Section 74-48 Compliance inspection.

30 Berg noted Boettcher Excavating and Septic was hired to replace the system. Due to the age of the
31 existing system, the condition of the soils, and lack of available space on the property, it was noted
32 that a variance would be necessary to install a replacement system.

33 Berg indicated on April 11, 2024, the City received an application from Mr. Robinson, for a variance to
34 reduce the front yard setback standard from 10 feet to 2 feet for the placement of a Type III, raised
35 pressure bed, septic box mound and a tank at 5 feet.

36 Berg stated the proposed septic design calls for soil corrections (removal of all existing material and
37 replacement) with additional soils, approximately three feet above ground, contained within a
38 landscape block retaining wall. The proposed placement requires the raised bed be placed two feet
39 from the City Right of Way (ROW) in the front yard setback in order to achieve the required 20- foot
40 setback from the residence basement/ foundation wall.

41 Berg noted this proposed placement of the raised pressure bed is completely on the property and not
42 in the city ROW; however, due to the proximity of the City ROW the Public Works Manager was
43 consulted. After a visual observation of the property, it is believed that if approved the placement

1 would not interfere with maintenance operations or future street repairs. Berg stated the proposed
2 system meets setback requirements for all wells.

3 Berg reviewed the three-factor test for practical difficulties:

4 With respect to the first factor, a test of reasonableness, Berg stated that means that the landowner
5 would like to use the property in a practical way but cannot do so under the rules of the ordinance.

6 Berg noted in this case, septic systems are required for a home to be considered habitable. The
7 approval of the variance would allow this property to continue to be used as a residential use.

8 With respect to the second factor, a test of uniqueness, Berg stated the issue for the variance is due
9 to circumstances unique to the property and not caused by the landowner. The uniqueness generally
10 relates to the physical characteristics of the particular property.

11 Berg indicated in this case, the property has limited space for a drain field due to the irregular shaped
12 corner lot. A branch of Anoka County Ditch 28 runs through the property from the rear lot line to the
13 front lot line dividing it into two land areas.

14 With respect to the third factor that a variance would not alter the essential character of the
15 neighborhood, Berg indicated this factor is used to consider whether the resulting structure or
16 improvement will be out of scale, out of place, or otherwise inconsistent with the surrounding area.
17 When applying this test to a setback reduction, the visual impact or use or improvement relative to
18 the surrounding dwellings is the emphasis of assessment. For example, when thinking about the
19 variance for an encroachment into a setback, the focus is how the particular building will look closer
20 to a lot line and if that fits in with the character of the area.

21 Berg stated in this case, the property has an existing hedge running parallel to the front property line
22 and in the City right-of-way. The proposed raised bed box mound will not exceed the height of the
23 hedge.

24 Berg noted on May 28, 2024, the Planning Commission held a Public Hearing which there was no
25 public comment. After a review of the application material and hearing from the applicant the
26 Planning Commission, by a 7-0 vote recommended approval of the variance to reduce the front yard
27 setback standard of 10 feet to 2 feet, for the placement of a raised pressure bed septic box mound
28 and a tank at 5 feet on a property at 18116 Deerwood Lane NE.

29 Berg recommended the City Council should review the request, consider the Planning Commission's
30 formal recommendation, and approve the variance to reduce the front yard setback standard of 10
31 feet to 2 feet, for the placement of a raised pressure bed septic box mound and a tank at 5 feet on a
32 property at 18116 Deerwood Ln NE or deny the CUPA as presented in Resolution 2024-40, with the
33 following conditions:

- 34 1. A licensed septic designer must obtain all necessary building permits and complete all
35 necessary inspections for the installation, as required by the Minnesota Septic Code.
- 36 2. A Monitor and Mitigation Plan must be submitted and approved.

37 **Mundle stated I'll make a motion to adopt Resolution 2024-40, a variance request to reduce the**
38 **front yard setback standard of 10 feet to 2 feet, for the placement of a raised pressure bed septic**
39 **box mound and a tank at 5 feet on a property at 18116 Deerwood Lane NE, with conditions as**
40 **detailed in the staff report. Smith stated I'll second.** Lewis asked any discussion?

41 DeRoche asked how did the sale go through with a failed septic system. Berg explained the title
42 company required the funds for a new septic system be put into escrow for the new owners to use to

1 put in the new septic system. He explained the process the buyer was required to follow in order to
2 obtain their variance from the City. He noted the septic system was not built yet and could not be
3 built until the variance was issued by the City.

4 DeRoche agreed the homeowner did not have any choice of where to put the septic system. Berg
5 stated this was their only option, other than putting in a holding tank.

6 Smith noted he had looked at the property yesterday and there was no other choice for the septic
7 system. He indicated the hedge was high enough to hide it also. He believed this would be fine.

8 DeRoche expressed concern if the hedge would die or would need to be removed. Berg responded
9 the septic system was still on their property and the variance was just reducing the structural setback
10 from 10 feet to 2 feet in one spot and 5 feet in another.

11 DeRoche asked if there were wetlands on that road. Berg responded there was a County ditch that
12 ran through two of the properties on Deerwood.

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

14 **Motion passes unanimously.**

15 **7.0 A.2 Setback Variance: Mfd Homes Placement, 18164 Hwy 65 NE**

16 Berg stated he was going to give a summary of the details, but there was a lot more information in his
17 report, which was the official City record. Berg noted Cedar Wood Estates, formerly Village Green,
18 was a 150 plus unit manufactured home park located in an R2 residential zoning district at the corner
19 of Highway 65 and First Avenue Northeast. Continental Communities purchased the property in
20 November of 2021. The City did not have any certificates of survey or official records of plats for the
21 four large parcels that make up the manufactured home park.

22 Berg stated historical research done by himself and was outlined in his report to the Council and was
23 in the Councilmember's packet. Berg summarized his research for the Council.

24 DeRoche noted he was struggling with the word expansion and what were they referring to. Larson
25 explained they had a clear expansion with respect to two lots that had not had any structure on it
26 since 2008 and as a result, for 16 years they had been vacant lots. He indicated they clearly had a
27 nonconformity in at least two areas – one having to do with zoning and using the two lots as mobile
28 home lots and the other having to do with placement. He indicated even if this were zoned B2, it
29 would still constitute an expansion because the pad or lot locations do not fit the dimensions for a B2
30 mobile home park location. He stated the reason they would need to have a variance was because
31 otherwise, if it was permitted the permit use was not an expansion, but these two were very clearly
32 non-permitted use and necessitated a variance.

33 DeRoche noted each mobile home was supposed to have a fire extinguisher according to the City's
34 Ordinance and there was supposed to be a written letter from the Fire Chief detailing if everything
35 was confirming. Larson responded that those were licensing requirements, not zoning requirements,
36 and therefore those would not be expansion issues.

37 Berg stated in addition to the expansion question, a nonconformity could not be changed to another
38 non-conforming use and once a non-conforming use had been changed to a conforming use, it could
39 not be later changed back to a non-conforming use. He indicated if they placed a 12-foot by 20-foot
40 manufactured home on a lot and it met the conforming standards, and then removed it and tried to
41 put up a 14x60 foot home there, they could not go backwards.

42 Berg noted there were some exceptions put into the Code in 1987 regarding existing manufactured
43 home parks to include that other variances may be approved by the City Council if strict compliance

1 with provisions of the article would be an undue hardship upon the owner of the park. He noted
2 there were numerous non-conforming obligations that existed in the park.

3 Berg stated that the City's failure to enforce prior zoning Ordinances did not give the landowner the
4 right to continue any illegal conformity as illegal nonconformities did not have rights associated with
5 legal conformities. He indicated the burden was on the landowner to establish that their property
6 qualified for non-conforming rights and as of now, Continental Communities had not provided the
7 City any documentation to establish that the park complied with existing requirements when they
8 submitted their proposal.

9 Berg reviewed the three-factor test for a variance. He noted the Planning Commission held the public
10 hearing in May, 2024 with no comments being received except from a representative from
11 Continental Communities. After reviewing all of the information and a lengthy discussion, the
12 Planning Commission voted unanimously to recommend denial of the variance to the City Council.

13 Berg stated a representative from Continental Communities was in attendance and had handed him a
14 zoning verification received by them at the time of purchase in 2021 which appeared to be signed by
15 the City's zoning administrator at the time, but he was not sure who signed it. He noted the zoning
16 verification said that 165 units would be permitted and this was a legal non-conforming use per the
17 Zoning Ordinance. He noted it said the property met State minimum setbacks but did not meet City
18 Ordinance that was adopted in 1987; and, that there were no variances or special permits for the
19 property. He stated there was also a checkbox that this could be rebuilt in its current form but there
20 should be no loss of square footage and the buildings would have to be the same footprint with drive
21 throughs, if applicable. He indicated there did not appear to be on-site zoning violations, but it did
22 state that they are complaint based. There were no building code violations; it does not appear to be
23 outstanding Code violations; there were no Certificates of Occupancy at City Hall; and, the subject
24 property was not subject to a site plan review approval process. He stated this was dated October 1,
25 2021.

26 DeRoche did not believe that zoning person had the authority to do this unless it had been authorized
27 by the City Administrator at the time. Berg responded he did not know this information.

28 Berg stated Continental Communities had provided a permit change form from the MPCA so when
29 they purchased the property, the permit for the wastewater treatment system was transferred to
30 new ownership, but it did not talk a lot about the specifications.

31 Berg indicated Continental Communities had also provided him with an email from someone at the
32 MPCA talking about the type of system that they had and all of the components that made up their
33 system. He noted it did show there was a permit for their current system, but it did not say anything
34 about inspections or compliance.

35 DeRoche asked if the City had anything on record from the City's Engineer regarding the design and
36 specifications of the sewer system. Berg responded he did not ask for that because this was about
37 the variances for the two individual lots and it was not about the septic system.

38 DeRoche asked if septic systems were inspected when old homes were taken out and new homes
39 were put in. Berg responded they did not have a septic system, but rather a treatment plant. He
40 noted the City had nothing in its Code that said the City had to verify that an above ground system
41 was in compliance. He indicated the City's Code required that the City verify an in-ground system,
42 but not above ground system.

1 Lewis asked why the others approved if they did not know if the septic system worked. Berg
2 responded that none of the employees who worked with the City when those were placed were still
3 with the City so he could not answer that. He noted that just because one City employee approved a
4 violation of the Ordinance did not change the Ordinance and it was still the Ordinance.

5 Rusty Edmonds, Continental Communities area manager, questioned the lot sizes. Berg responded
6 that the dimensions came off of his permit application. He noted the City did not know what was out
7 there and there was nothing in the file, other than the permit and the drawings Continental
8 Communities submitted. Mr. Edmonds responded that was obviously wrong and the drawing was
9 done by the contractor.

10 Smith understood there was a smaller home on Lot 17 and then a permit was applied for and now an
11 application for the permit was being done saying what size would fit there. He asked what did the
12 permit say. Berg responded that all he had was a piece of graph paper with an indication that every
13 block equaled two feet along with the footing placement. He indicated they did not know how big of
14 a unit was going on the footing. He stated they did not know what the lot size was.

15 Smith asked could a permit be approved and then after the fact say the home is too big. Berg
16 responded the two lots were vacant and when the applications came in the footings were approved.
17 The manufactured homes were placed and the inspector went out there and said that was not going
18 to work.

19 Mr. Edmonds indicated that was not the first inspection though because they dig the holes for the
20 concrete for each pier and those had to be inspected. After that inspection he noted the home's
21 skirting was placed and it was inspected again along with the electrical connections and sewer
22 connection. He stated then there was the occupancy inspection. He noted they go through four to
23 five inspections from the time they apply for occupancy. He explained the six-foot common rule for
24 the footings.

25 Smith stated the City's Building Official should have known this was a lot bigger home that was being
26 put in, but the building inspector approved it. Mr. Edmonds acknowledged it had been approved by
27 the City's building inspector.

28 Mr. Edmonds assured the City that going forward he would find out what size home was on the site
29 and get a variance prior to ever starting. Smith indicated that was a concern because the City's
30 Building Official should know this and yet it had been approved when it probably should not have
31 been approved.

32 Mr. Edmonds acknowledged these two were not compliant, but aesthetically they were in line with
33 the rest of the homes on the block. He noted there were homes on every block that were closer also.
34 He indicated they tried to stay in line with everything else. He stated going forward, a variance would
35 be requested for every vacancy because they have no idea when the home was pulled off as they had
36 no way of knowing what size the home was so they would need to rely on the City for guidance. He
37 stated he was asking for a one-time variance for these two homes.

38 Smith stated he had looked at the park yesterday and the distance between the homes were all
39 different so he did not know how they would have gotten approval. Berg requested Smith look
40 through his historical document to give him some indication as to why things have been approved
41 and not tackled. He indicated this was very convoluted and sometimes people did not want to do all
42 of the research to determine things so they just got approved.

1 Smith stated the park looked a lot better to him than staff had indicated and the improvements that
2 had been made were impressive. He believed the City's Building Official should have been aware of
3 what size home was being placed on the footings. He stated this stuff needs to be avoided.

4 Look asked prior to the ordering of the new home, was Mr. Edmonds aware of the setback the City
5 had. Mr. Edmonds responded he had called the City and received information, but apparently the
6 information he received was not good information.

7 Look asked Mr. Edmonds if he had ordered the house based on the information he had been given.
8 Mr. Edmonds responded he had.

9 Look stated he found that hard to believe, but he did not know what information was given to Mr.
10 Edmonds. However, it appeared to him that a home that was placed in close proximity to another
11 was a potential fire hazard. Mr. Edmonds responded if they looked at what existed before, the home
12 actually exceeded that distance on both sides.

13 Lewis stated they had been discussing this for a while, and he still didn't know if the waste treatment
14 system "was up to snuff," especially with respect to a State license. He indicated he did not care if it
15 was above or below ground. Look responded the City had to get these permits and inspections done
16 in Whispering Aspens when there was a trailer home and there are regular inspections that are done
17 and regular documentation that was required.

18 Lewis stated in Continental Communities, according to the online story, has something like 25 or 26
19 different sites, so it was not like they were new to the business. Mundle noted there were 31 sites.

20 Mr. Edmonds stated the operator at the facility had to do a monthly report with the Rural Water
21 Association, and for the sewer with MPCA to ensure compliance. He indicated everything was
22 measured and tested.

23 Look asked for any documentation Continental Communities had with respect to those
24 reports/inspections. Mr. Edmonds responded he could get the City that information.

25 Larson asked what was the date on the application for the variance. Lewis responded it was April 6,
26 2024.

27 Mundle asked how long the City had to act on this. Berg responded that typically the City had 60
28 days, but it could be extended by sending an applicant letter extending it 60 more days to obtain
29 further information.

30 Larson noted the other option was the applicant could take what appeared to be a high risk and force
31 the decision now or they could agree to a 60-day extension.

32 Berg noted going forward, the City may require an actual site plan by a certified land survey company
33 to make sure that they did not have this problem going forward.

34 **Smith stated I'll make a motion to table for further information. DeRoche stated I'll second.** Lewis
35 asked any discussion?

36 Smith stated he wanted to see the application and other documents for the ones that had been
37 recently approved.

38 Lewis stated he would be voting against the motion because he believed the Planning Commission
39 had done a good job of going through all of this and had thoroughly covered everything.

40 Larson stated it was important that if it were going to be tabled, that the application indicate they
41 would waive the 60-day notice and that they affirm the 60-day extension. He indicated without that,

1 he would recommend not tabling this. He asked Mr. Edmonds if he agreed to waive the 60-day
2 notice requirement. Mr. Edmonds agreed.

3 To the motion, all in favor say aye. **DeRoche, Miller, and Smith.** Lewis asked any opposed? **Mundle**
4 **and Lewis.** That motion passes. **Motion passes 3-2.**

5 **7.0 B Economic Development Authority**

6 None.

7 **7.0 C Park Commission**

8 None.

9

10 **8.0 Department Reports**

11 **8.0 A Community Development**

12 None.

13 **8.0 B Engineer Report**

14 None.

15 **8.0 C City Attorney**

16 None.

17 **8.0 D Finance**

18 None.

19 **8.0 E Public Works**

20 None.

21 **8.0 F Fire Department**

22 None.

23 **8.0 G City Administrator Report**

24 Look stated they were now fully staffed with seasonal employees.

25 Look reported that the City had some long-standing enforcement cases that would be going to Court
26 soon and he would update the Council on the progress of those.

27 Look commented on his conversation with the County with respect to the Sandhill Parkway auxiliary
28 lane and whether it would be needed in the event of a grade separated interchange. He noted the
29 County Engineer said if the City needed an extension on this, they could process that through and he
30 did not see that as a problem. Look indicated he would keep the Council updated on this, but they
31 had plenty of time to look into this.

32 Look updated the Council on the Open House for the ditch abandonment. He noted the majority of
33 fear from the people in attendance was if the County abandoned the ditch, that their properties
34 would flood out. He noted there was a statutory requirement that developers could not flood other
35 properties and they had to keep their runoff on their property.

36 DeRoche asked why would the County “steal authority” over it. Berg responded they would vacate
37 the easements and give it to the landowner with the condition that the water runoff contained on
38 that site would eventually reach their spot, which was currently their spot and reconnected to the
39 property.

1 Look noted there were very specific ditch laws that applied to touching ditches at all. He indicated
2 maintaining ditches was a major problem and the County was probably pleaded to abandon it and get
3 it off of their books from a maintenance standpoint.

4 Look updated the Council on Midco Broadband and the County grant. He indicated he had spoken
5 with the County about this and informed the County that he believed the bar was set a little high for
6 the grants. He hoped in the City's case that they would be a little more generous in their grants to
7 cover some of the costs in the City. He believed Midco had submitted the grant and he sent a letter
8 in support of the grant to the County.

9 **9.0 – Other Items**

10 **9.0 A Staff Report**

11 None.

12 **9.0 B Council Reports**

13 Smith asked who was in the Fire Department. He indicated there were a lot of email addresses on
14 the emails going out and he believed there were people on that email list that were no longer with
15 the City or had anything to do with the City. He requested that list be cleaned up. Look responded
16 he would look into it.

17 Mundle gave an update on the Sunrise River WMO nothing they were getting a \$75,000 grant from
18 the Lower St. Croix Metro Watershed Based Implementation Funding which will fund two Sunrise
19 River WMO projects.

20 Miller gave an update on Maynard Peterson Park which now included a zip line. He stated there was
21 also a couple of shade structures at Booster West along with another shade structure and a concrete
22 corn hole game coming to Coon Lake Beach.

23 **10.0 Adjourn**

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

26 Meeting adjourned at 8:47 PM.

27 Submitted by:

28 Kathy Altman

29 *TimeSaver Off Site Secretarial, Inc.*

CITY OF EAST BETHEL POSITION DESCRIPTION

Job Description Title: Ice Arena Attendant	FLSA Status: N/A
Department/Division: Public Works	Position Status: Temporary Part-Time
Accountable To: Public Works Manager	Salary Grade: \$18.00 to \$20.00 per hour DOQ
Prepared By: Public Works Manager	Revision Date: June 10, 2024

Position information:

The Ice Arena Attendant is a part-time position that reports directly to the Public Works Parks Lead and indirectly to the Public Works Manager. The primary responsibilities of the Ice Arena Attendant position are to maintain the ice on the rink in a manner that provides a level, smooth, safe, and a high quality of ice and to provide facility custodial duties ensuring that the Ice Arena is maintained to the standards set by the Public Works Manager. Employees in this classification perform their duties in a conscientious, professional manner and maintain the ice surfaces to ensure that all aspects of the facility are safe and enjoyable for all users.

Essential Job Functions:

- Operates an ice resurfacer (Zamboni) correctly and safely to ensure and maintain acceptable ice conditions.
- Perform routine maintenance on ice resurfacing machine as needed including refilling holding tanks, refilling or charging power source and performing daily equipment inspections.
- Cleans and maintains arena facilities; sweeps and mops floors; cleans bathrooms, lobby, bleachers, and public locker rooms; empties waste baskets and disposes materials.
- Performs light building maintenance and reports issues to the Public Works Department.
- Monitors behavior and safety on and off the ice sheet.
- Respond promptly to injuries or other incidents.
- Ensure ice rentals remain as scheduled.
- Responsible for opening and closing of the arena.
- Visible and attentive for guest within the facility for events and ice rentals.
- Follow established safety protocols and OSHA policies.
- Assist with event and game operations.
- Responsible for clearing snow and ice around the arena doors and sidewalks and all emergency exits.
- May perform other duties as directed by the immediate supervisor that are related to this position.

Knowledge/Skills/Abilities:

- Ability to be courteous and provide excellent customer service.
- Ability to make decisions in a fast paced environment.
- Ability to work independently and or with others.
- Ability to maintain prompt and dependable work.
- Ability to operate ice resurfacer and other equipment in a safe an efficient manner.

Minimum Qualifications:

- Must be at least 16 year of age or older.
- Must have a valid driver’s license and satisfactory driving record.
- Must be available to work evenings and weekends.
- Must be able to lift at least 50lbs.
- Previous experience working with the public is desired.

Salary:

- \$18.00-\$20.00 per hour depending upon qualifications

Approved by:

City Administrator

Date

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

RESOLUTION NO. 2024-42

RESOLUTION DESIGNATING SURPLUS PROPERTY

WHEREAS, the City of East Bethel owns and operates an ice arena that occupies synthetic turf; and

WHEREAS, the synthetic turf that was used for dry floor events has come to the end of its useful service life; and

WHEREAS, the City of East Bethel will sell the synthetic turf on MinnBid to recover the remaining value.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the synthetic turf is hereby declared as surplus property and direction to dispose of the property is hereby authorized.

Adopted this 24th day of June, 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Kevin Lewis, Mayor

ATTEST:

Matt Look, City Administrator

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

RESOLUTION NO. 2024-43

**A RESOLUTION MODIFYING FEES TO BE COLLECTED BY THE CITY OF
EAST BETHEL IN 2024**

WHEREAS, The City Council of the City of East Bethel is the governing body of the City of East Bethel; and

WHEREAS, The City Council reviews and revises the Fees in which are charged for various items on an annual basis; and

WHEREAS, The City Council approves an annual City Fee Schedule to provide funds to cover the costs of Staff time required for permits, inspections, and/or direct or individual services; and

WHEREAS, fee charges for ice arena advertisements need to be updated over those adopted as part of the 2024 Fee Schedule on December 27, 2023;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: Resolution 2024-xx Establishing 2024 Fee Schedule is hereby modified with the additions and amendments to Ice Arena Ads fees as attached.

Adopted this 24th day of June, 2024 by the City Council of the City of East Bethel.

Kevin Lewis, Mayor

ATTEST:

Matt Look, City Administrator

**City of East Bethel
2024 Fee Schedule**

GENERAL FEES	
ICE ARENA ADS	
ZAMBONI	\$500.00/side, or \$1500/entire machine for 1 year. \$2,500/year for a three year commitment
DASHERS	\$300.00/year \$1,200/year
WALL-	\$300.00/year
3x8 WALL	\$850/year
8x8 WALL	\$1500/year
IN-ICE	\$500.00/year \$2,000/year
IN-ICE Behind GOAL	\$1,000/year



FinnlySport

East Bethel Ice Arena - Sports MGMT Software

Quote created: June 10, 2024

East Bethel Ice Arena

Minnesota 65 20675
East Bethel, Minnesota 55011
United States

Jason Hehir

jhehir00@gmail.com
763-807-0779

Comments

3-Year Agreement

Jesse Parker - CRO - Principal FinnlySport



Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Facility - Small Includes booking of facilities, invoicing, drag and drop grid, reporting, payments, digital display, and online display & purchase		1	\$2,998.00 / year	\$2,398.40 / year after 20% discount for 1 year

Item & Description	SKU	Quantity	Unit Price	Total
Facility Setup and Training Pricing includes client setup and configuration and application training for the Facility module		1	\$1,998.00	\$999.00 after 50% discount
Digital Display Integration to in-house displays to show facility schedules and locker room assignments. Also, the ability to add advertising (feature coming soon)		1	\$500.00 / year	\$350.00 / year after 30% discount for 1 year
Digital Display Setup Pricing includes client setup and configuration and application training for the Digital Display module		1	\$500.00	\$350.00 after 30% discount

Annual subtotal	\$2,748.40
after \$749.60 discount	
One-time subtotal	\$1,349.00
after \$1,149.00 discount	
Total	\$4,097.40

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Jason Hehir
jhehir00@gmail.com

[sig|req|signer1]

Jesse Parker
jesse.parker@finnlysport.com

[sig|req|signer2]

This quote expires on July 10, 2024

Purchase terms

By signing above, you confirm that you are authorized to execute this agreement and acknowledge that you have read, accept, and agree to the terms of FinnlyTech's Master Services Agreement found [here](#).

All Agreements are 36-month

Communications Module Terms (If Purchased)

The CAN-SPAM Act passed in 2003, dictates a range of requirements for emails and other messages from commercial entities. Emails subject to the law must follow rules regarding subject lines, disclosures, and headers. Further, the law establishes the right of recipients to request removal from email lists and details the penalties for businesses that violate the law.

The CAN-SPAM Act applies to all commercial messages, including emails, regardless of whether they are directed to consumers or businesses. The FTC defines a "commercial message" as "any electronic mail message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service." Even if a recipient opts in by giving prior affirmative consent, a business still has to follow all aspects of the law.

If it relates to a transaction between the commercial entity and the recipient that is either in progress or already agreed to, such as a confirmation email from signing up and paying for a class, then it is not subject to the law.

What are some best practices for ensuring compliance?

The rules within CAN-SPAM are fairly straightforward. Email senders can help ensure compliance by employing these tactics:

- Choose a subject line that clearly relates to the email's main content.
- Make it clear the email is an advertisement — do not be deceptive.
- Include a physical address for the business somewhere within the message.
- Provide an option for recipients to unsubscribe (opt out of further emails)
- Ensure accuracy in the email's header information, including the originating domain name and email address as well as the fields for "From," "To," and "Reply-To."

CAN-SPAM has several rules regarding requests to unsubscribe:

- The business must handle the opt-out request within 10 business days.
- The system for allowing someone to opt out must be valid for at least 30 days following the sending of the message.
- There must be an option to stop all future messages; a business can add a further option to discontinue only certain types of commercial messages, like for a user to receive emails about events but opt out of new product announcements

What are the penalties for violating the CAN-SPAM Act?

- Penalties can reach \$43,792 for each individual message, and more than one party can be held liable for the same message. Businesses are responsible for the behavior of third parties they contract for marketing.
- Notably, private citizens do not have standing sue under the act. Instead, the FTC, state attorneys, and Internet service providers file suits on a user's behalf.

By signing the above quote, you understand and agree to abide by these CAN-SPAM rules as it relates to our commercial marketing efforts. We further understand and agree that we bear all

Questions? Contact me



Jesse Parker

CRO - Principal

jesse.parker@finnlysport.com

FinnlySport

807 Broadway St NE , Suite 46

Minneapolis, MN 55413

United States



Item 6.0 J, Attachment 1
Card Access System Proposal

PO Box 330, 6800 Electric Dr, Rockford, MN 55373
Phone: 763-477-3664 Fax: 763-477-3054 www.wh-security.com

Proposal Number WHSQ27631

Date May 15, 2024

Billing Address

Site Address

Your Sales Rep

East Bethel Ice Arena,
2241 221st Ave NE
East Bethel, MN 55011
US
nate.ayshford@ci.east-bethel.mn.us

East Bethel Ice Arena,
2241 221st Ave NE
East Bethel, MN 55011
US
nate.ayshford@ci.east-bethel.mn.us

Andrew Hirsch
Product & Service Representative
763-477-3138
adhirsch@whe.org

Equipment and Services Provided Under This Proposal

Location

Security Commercial Installation		\$800.00
Alarm.com Access 1 Door Control		\$695.00
Alarm.com Two Reader Expansion Module		\$660.00
Alarm.com Access Add On Doors	PRE Access door	\$5.50
Alarm.com Access Add On Doors		\$5.50
	System Total	\$2,155.00
	Recurring Monthly Total	\$11.00
	Deposit Amount	\$1,077.50

Security Access Control Update

Move to Alarm.com with smartphone app.

Alarm.com Access control, if customer has alarm.com Commercial Security Phone app is \$5.50 per door.

If customer does not have alarm.com account. Basic Access Control for alarm.com is \$17.95/month plus additional doors are \$5.50/month each.

WHS may fax, email, scan, image, or otherwise save, convert, retain and store this Agreement and any other communications, documents, materials, or information regarding this Agreement or its performance into an electronic media or format of any type or form, through means now known or later developed (herein "Electronic Media"). In the sole and absolute discretion of WHS, it may destroy any original "wet ink" copy of this Agreement or other written documents, materials, or information which has been saved, converted, retained, or stored by WHS in Electronic Media. Any unaltered or unadulterated copy of this Agreement or other communications, documents, materials or information produced from Electronic Media will be binding upon the parties and equivalent to an original for all purposes, including court or arbitration proceedings. Subscriber agrees that to the extent any law requires a record to be in writing, the Electronic Media record satisfies the law.

Each party may rely upon the other party's assent to the foregoing Electronic Media practice when such party has signed this Agreement or demonstrated its intent to be bound, whether by electronic signature or otherwise. Such action will signify Subscriber's consent to complete this Agreement electronically and to conduct business by electronic means and through Electronic Media.

WHS offers Subscriber the ability to complete and sign this Agreement using an electronic process and signing by an electronic signature in lieu of a paper-based signature. Subscriber agrees not to electronically sign this Agreement without first reading it and ensuring it has been accurately completed by the Subscriber, thus demonstrating that Subscriber is able to access the electronic Agreement and process used by WHS. If so elected, Subscriber is signing and delivering this Agreement through an electronic signature, rather than using printed paper documents, and is intending to legally bind the Subscriber to this Agreement. Subscriber agrees the electronic signature is legally binding and is the legal equivalent of a manual or "wet ink" signature on a printed copy of this Agreement. Such electronic signature means Subscriber agrees and consents to be legally bound by this Agreement's terms and conditions and constitutes an acceptance and agreement as if actually completed in writing. Subscriber agrees that no third-party certification, authority or other verification is necessary to validate the electronic signature or actions taken by Subscriber and that the lack of such certification or verification will not in any way affect the enforceability of the same. Subscriber agrees that to the extent any law requires a signature, the electronic signature satisfies the law.

Accepted _____ **Title** _____ **Date** _____

Sales tax will be added at the time of billing. The prices quoted on this proposal are valid for 30 days from the date shown above.



PO Box 330, 6800 Electric Dr, Rockford, MN 55373
Phone: 763-477-3664 Fax: 763-477-3054 www.wh-security.com

Proposal Number WHSQ27632

Date May 15, 2024

Billing Address

East Bethel Ice Arena,
2241 221st Ave NE
East Bethel, MN 55011
US

nate.ayshford@ci.east-bethel.mn.us

Site Address

East Bethel Ice Arena,
2241 221st Ave NE
East Bethel, MN 55011
US

nate.ayshford@ci.east-bethel.mn.us

Your Sales Rep

Andrew Hirsch
Product & Service Representative
763-477-3138
adhirsch@whe.org

Equipment and Services Provided Under This Proposal

Description	Location	
20P Honeywell Panel		\$350.00
12 Volt 5 Ah Battery		\$0.00
Wave 2 Siren w/Driver		\$0.00
Honeywell 6160Rf Lcd Keypad		\$0.00
Honeywell Zone Expander		\$91.00
Honeywell Zone Expander		\$91.00
Alarm.com for Vista 15/20P LTE (Verizon)		\$280.00
Security Commercial Installation		\$1,000.00
Trip Fee		\$0.00
Alarm.com Cell Communication		\$10.00
Alarm.com Comm Interactive		\$10.95
Monitoring		\$23.95
	System Total	\$1,812.00
	Recurring Monthly Total	\$44.90
	Deposit Amount	\$906.00

Upgrade Alarm Panel

Add New Option for alarm.com phone app for changing codes.
1 year event log
Offsite access for alarm control.

Basic Monitoring \$23.95/month
Cellular Service \$10/month
Smartphone Interactive with alarm.com \$10.95/month

New 3 year contract.

WHS may fax, email, scan, image, or otherwise save, convert, retain and store this Agreement and any other communications, documents, materials, or information regarding this Agreement or its performance into an electronic media or format of any type or form, through means now known or later developed (herein "Electronic Media"). In the sole and absolute discretion of WHS, it may destroy any original "wet ink" copy of this Agreement or other written documents, materials, or information which has been saved, converted, retained, or stored by WHS in Electronic Media. Any unaltered or unadulterated copy of this Agreement or other communications, documents, materials or information produced from Electronic Media will be binding upon the parties and equivalent to an original for all purposes, including court or arbitration proceedings. Subscriber agrees that to the extent any law requires a record to be in writing, the Electronic Media record satisfies the law.

Each party may rely upon the other party's assent to the foregoing Electronic Media practice when such party has signed this Agreement or demonstrated its intent to be bound, whether by electronic signature or otherwise. Such action will signify Subscriber's consent to complete this Agreement electronically and to conduct business by electronic means and through Electronic Media.

WHS offers Subscriber the ability to complete and sign this Agreement using an electronic process and signing by an electronic signature in lieu of a paper-based signature. Subscriber agrees not to electronically sign this Agreement without first reading it and ensuring it has been accurately completed by the Subscriber, thus demonstrating that Subscriber is able to access the electronic Agreement and process used by WHS. If so elected, Subscriber is signing and delivering this Agreement through an electronic signature, rather than using printed paper documents, and is intending to legally bind the Subscriber to this Agreement. Subscriber agrees the electronic signature is legally binding and is the legal equivalent of a manual or "wet ink" signature on a printed copy of this Agreement. Such electronic signature means Subscriber agrees and consents to be legally bound by this Agreement's terms and conditions and constitutes an acceptance and agreement as if actually completed in writing. Subscriber agrees that no third-party certification, authority or other verification is necessary to validate the electronic signature or actions taken by Subscriber and that the lack of such certification or verification will not in any way affect the enforceability of the same. Subscriber agrees that to the extent any law requires a signature, the electronic signature satisfies the law.

Accepted _____ **Title** _____ **Date** _____

Sales tax will be added at the time of billing. The prices quoted on this proposal are valid for 30 days from the date shown above.



PO Box 5512 • Denver, CO 80217
 For Inquiries:
 West Region • 509-936-7102
 Rocky Mtn Region • 800-577-5346
 Midwest Region • 800-881-5848
 ESI East • 877-664-3401

Quotation

Item 6.0 M, Attachment 1

Quotation Date: 3/26/24	Date Printed: 3/26/24	Expiration Date: 10/31/24
Quotation Number: S5620	Revision No: 1	Customer Number: 15119
Your Reference: Accounts		Our Reference: Rodney Havard

Delivery Address:
 City of East Bethel
 2241 221st Ave NE
 East Bethel MN 55011

Document Address:
 City of East Bethel
 2241 221st Ave NE
 East Bethel MN 55011

Product Application
 Length in Feet:
 Width in Feet:
 Rate in Gallons:

Wanted Delivery Date:

Water Application
 EnviroTech: N
 Rate:
 Gallons Required:

Payment Terms:
 30 Days Net
 Label Note:
 Dust Control Quote

Del	Description	Qty	Unit	Price/Unit	Disc. %	Net Amount	Gross Amount
1	Calcium Chloride 38% - Applied	4,750	gal	1.69	0.00%	8,027.50	8,027.50

Net Total: 8,027.50

Gross Total 8,027.50

Disclaimer: No warranty is conveyed concerning this product, be it expressed or implied. This includes but is not limited to a warranty of merchantability or fitness for a particular purpose. Product performance may vary depending on road conditions, traffic counts, weather and other related factors.

Central Minnesota Dust Control, LLC
 22418 Elbow Drive
 Richmond, MN 56368

Estimate

Date 5/22/2024
 Estimate # 972

Name / Address

City of East Bethel
 2241 221st Ave NE
 East Bethel, MN 55011

Description	Qty	Rate
2024 Quote for the application of 33% DustGard PLUS Liquid Magnesium Chloride, equivalent to a 38.5% Calcium Chloride solution All Pricing includes product, product application and any applicable taxes Price per Gallon Footage Price Examples using \$1.17 gallon .30 application rate (1/3 gallon applied per square yard) 1 lineal foot by 18 feet wide = \$0.75 1 mile (5280 feet) by 18 feet wide = \$3960.00 1.75 miles (9240 feet) by 18 feet wide = \$6930.00 Thank you Nate for considering Central MN Dust Control for your project. Contact us with any questions you may have. Please notify me if we need to get you on the schedule. 320-597-2150 Kurt or Robyn	1	1.25
	Subtotal	\$1.25
	Sales Tax (0.0%)	\$0.00
	Total	\$1.25

Central Minnesota Dust Control, LLC
 Lakefun@meltel.net

320-597-2150