

**City of East Bethel
City Council Agenda
City Council Regular Meeting
Date: December 23, 2024 at 7:00 p.m.**



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

7:00 PM

1.0 Call to Order

2.0 Pledge of Allegiance

3.0 Adopt Agenda

4.0 Presentations and Public Hearings

- A. ACSO Monthly Report (p. 3)
- B. Fire Department Monthly Report (p. 4-7)
- C. Stormwater Pollution Protection Program (SWPPP) Public Hearing (p. 8)

5.0 Public Forum

6.0 Consent Agenda (p. 9-11)

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. 12 - 15)
- B. Approve Bill List: 2025 Invoices with checks processed 1/2/25 (p. 16)
- C. Minutes: December 9, 2024 City Council Meeting (p. 17-28)
- D. 2025 Garbage Hauler License Renewals (p. 29)
- E. 2025 Cannabinoid Edibles License Renewals (p.30)
- F. Res 2024-94, 2025 Fee Schedule Adoption (p. 31- 40)
- G. Joint Powers Agreement with Bethel and Linwood (Midco) (p. 41 - 119)
- H. Res 2024-95 Approval of JPA and CCSA (Midco) (p. 120)
- I. Pay Estimate No. 3 for the 2024 Street Surface Improvement Project (p. 121-123)
- J. Pay Estimate No. 4 for the 2024 Street Reconstruction Project (p.124 -129)
- K. Approve Minnesota Department of Health Source Water Protection Grant (p.130-149)
- L. Recording Secretary Contract Addendum

7.0 New Business - Commission, Association and Task Force Reports

- A. Planning Commission
 - 1. Adoption of Ordinance # 2024-96 Amending appendix A zoning to regulate cannabis and hemp business and amending Chapter 18 providing for the registration of cannabis and hemp business in the City of East Bethel. (p. 150 - 159)
- 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
- C. Closed Session: Fire Chief Performance Review M.S. § 13D.05(3)(a)

10.0 Adjourn

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



Date: December 23, 2024

Agenda Item Number: 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 October Report *(this item will be provided as soon as it is made available)*
2. CSO Report of Activities *(this item will be provided as soon as it is made available)*
3. CFS Report *(this item will be provided as soon as it is made available)*

Fiscal Impact:

Recommendation(s): No Action Required

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



Date: December 23, 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 – November 2024 calls and call graph

Fiscal Impact:

Recommendation(s): No Action Required



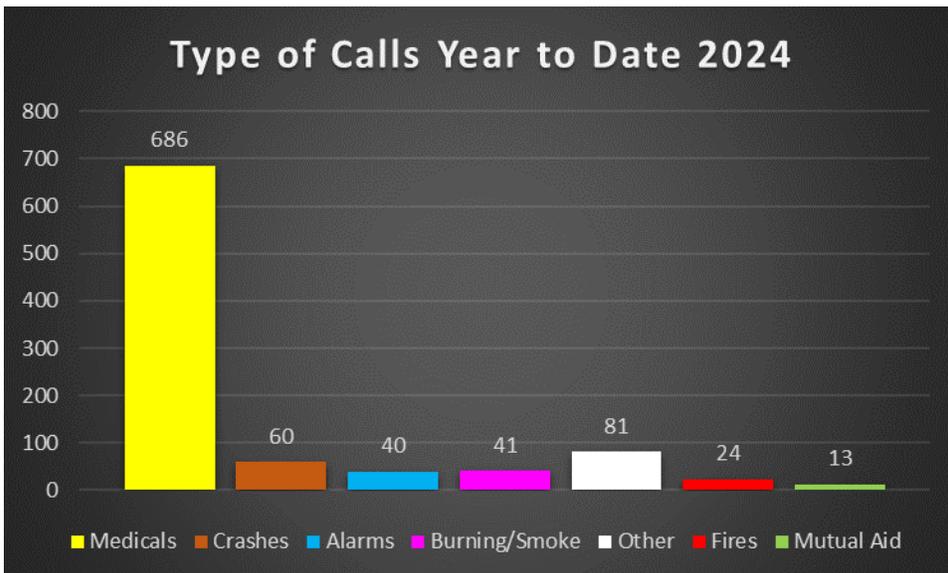
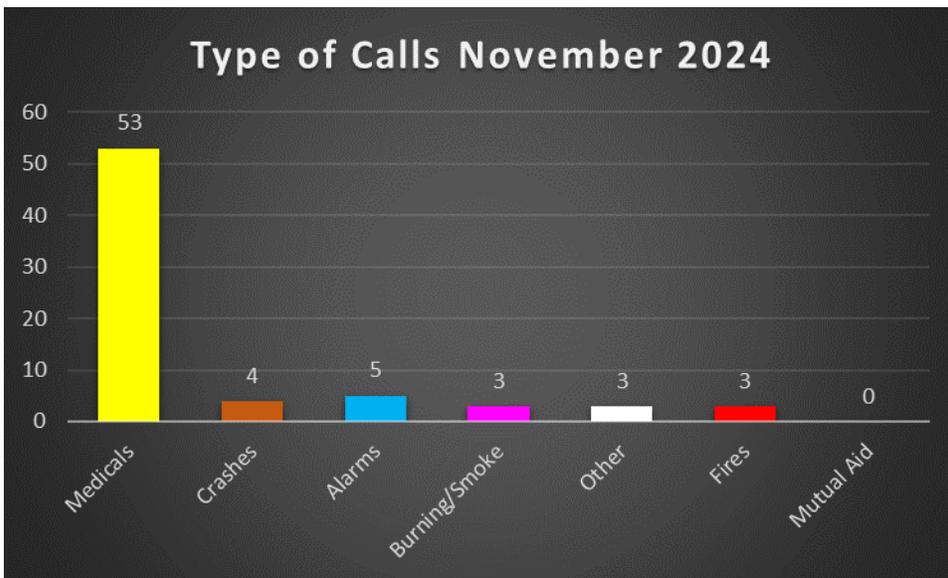
**East Bethel Fire Department
November 2024
Response Calls**

Incident Number	Incident Date	Street Address	Incident Type
875	11/1/2024	19307 Leyte Street Northeast	EMS call
876	11/1/2024	1623 207th Avenue Northeast	EMS call
877	11/1/2024	Viking Boulevard Northeast and Thames St. Ne	Crash
878	11/1/2024	4817 Viking Boulevard Northeast	Alarms
879	11/1/2024	22418 Hwy 65 Northeast	Building fire
880	11/2/2024	20151 Polk Street Northeast	EMS call
881	11/2/2024	1618 207th Lane Northeast	Burning/Smoke
882	11/2/2024	182 Forest Road Northeast	Alarms
883	11/3/2024	3530 Viking Boulevard Northeast	EMS call
884	11/3/2024	1904 194th Avenue Northeast	EMS call
885	11/3/2024	3390 Edmar Lane Northeast	Other
886	11/4/2024	4515 224th Avenue Northeast	EMS call
887	11/4/2024	3530 Viking Boulevard Northeast	EMS call
888	11/4/2024	Baltimore Avenue Northeast and 237th Ave NE	Crash
889	11/4/2024	900 189th Avenue Northeast	EMS call
890	11/5/2024	19307 Leyte Street Northeast	EMS call
891	11/5/2024	19118 Jackson Street Northeast	EMS call
892	11/5/2024	4715 229th Avenue Northeast	EMS call
893	11/6/2024	3010 212th Avenue Northeast	EMS call
894	11/6/2024	24401 Washington Court Northeast	EMS call
895	11/7/2024	2385 Viking Boulevard Northeast	EMS call
896	11/8/2024	305 215th Lane Northeast	EMS call
897	11/8/2024	339 Cedar Road Northeast	EMS call
898	11/10/2024	900 189th Avenue Northeast	EMS call
899	11/10/2024	305 215th Lane Northeast	EMS call
900	11/10/2024	22017 Quincy Street Northeast	EMS call
901	11/11/2024	20772 Okinawa Street Northeast	Other
902	11/12/2024	18164 Hwy 65 Northeast Apt 104	EMS call
903	11/12/2024	19484 Jamestown Street Northeast	EMS call
904	11/14/2024	22960 Sunset Road Northeast	EMS call
905	11/14/2024	19131 Taylor Street Northeast Apt 14	EMS call
906	11/14/2024	22357 Xylite Street Northeast	EMS call
907	11/14/2024	3210 199th Avenue Northeast	Burning/Smoke
908	11/14/2024	18505 Hwy 65 Northeast	EMS call

Incident Number	Incident Date	Street Address	Incident Type
909	11/14/2024	20675 Hwy 65 Northeast	EMS call
910	11/15/2024	18164 Hwy 65 Northeast Apt 104	EMS call
911	11/16/2024	18164 Hwy 65 Northeast Apt 81	EMS call
912	11/16/2024	22615 East Bethel Boulevard Northeast	EMS call
913	11/16/2024	22960 Sunset Road Northeast	EMS call
914	11/17/2024	19131 Taylor Street Northeast Apt 8	EMS call
915	11/17/2024	2025 Klondike Drive Northeast	EMS call
916	11/17/2024	1055 229th Avenue Northeast	EMS call
917	11/17/2024	19131 Taylor Street Northeast Apt 9	EMS call
918	11/18/2024	24355 Hwy 65 Northeast Apt 124	EMS call
919	11/18/2024	18232 Hwy 65 Northeast Apt Apt 4	Building fire
920	11/18/2024	24355 Hwy 65 Northeast Apt 163	EMS call
921	11/18/2024	19131 Taylor Street Northeast Apt 3	EMS call
922	11/19/2024	1510 234th Avenue Northeast	EMS call
923	11/19/2024	23460 Goodhue Street Northeast	EMS call
924	11/20/2024	18164 Hwy 65 Northeast Apt 81	EMS call
925	11/20/2024	24236 Pierce Path Northeast	EMS call
926	11/20/2024	23611 Davenport Street Northeast	EMS call
927	11/20/2024	Hwy 65 Northeast and Viking Blvd NE	Crash
928	11/20/2024	Hwy 65 Northeast and 237th Ave Ne	Crash
929	11/21/2024	18530 Buchanan Street Northeast	Alarms
930	11/22/2024	24355 Hwy 65 Northeast Apt 178	EMS call
931	11/23/2024	332 Laurel Road Northeast	EMS call
932	11/24/2024	Hwy 65 Northeast and 221st Ave NE	Miscellaneous Fire
933	11/25/2024	19475 5th Street Northeast	EMS call
934	11/25/2024	19131 Taylor Street Northeast Apt 14	EMS call
935	11/25/2024	18164 Hwy 65 Northeast Apt 96	EMS call
936	11/25/2024	2748 222nd Lane Northeast	EMS call
937	11/25/2024	18164 Hwy 65 Northeast Apt 81	EMS call
938	11/26/2024	1215 233rd Avenue Northeast	EMS call
939	11/26/2024	22435 Palisade Street Northeast	Alarms
940	11/27/2024	18164 Hwy 65 Northeast Apt 81	EMS call
941	11/28/2024	20520 Polk Street Northeast	Other
942	11/28/2024	1925 Briarwood Lane Northeast	EMS call
943	11/29/2024	24355 Hwy 65 Northeast Apt 104	EMS call
944	11/29/2024	903 193rd Lane Northeast	Alarms
945	11/30/2024	415 Cedar Road Northeast	Burning/Smoke

71 Total calls

- 53 Medicals
- 4 Crashes
- 5 Alarms
- 3 Burning/Smoke
- 3 Other
- 3 Fires
- 0 Mutual Aid



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



Date: December 23, 2024

Agenda Item Number: Item 4.0 C

Agenda Item: Stormwater Pollution Prevention Program (SWPPP) Annual Meeting

Requested Action: Conduct Annual Meeting

Prepared By: Craig Jochum, City Engineer

Background Information: The City of East Bethel has developed a Stormwater Pollution Prevention Program (SWPPP) as required by the National Pollutant Discharge Elimination System (NPDES) General Permit for discharges of stormwater associated with small Municipal Separate Storm Sewer Systems (MS4), which is collectively referred to as the MS4 permit. The goal of the SWPPP is to reduce the discharge of pollutants into receiving waters to the maximum extent practicable.

Some implementation strategies of the SWPPP include:

- Street sweeping
- Inspection of approximately 20% of the City's stormwater basins annually
- Posting City Programs, such as clean-up days, on the City website
- Conducting the annual meeting
- Developing and distributing educational materials to residents
- Investigation of illicit discharges and other reports of non-compliance

At the annual meeting the City will consider public input, both written and verbal, regarding the adequacy of the program. Based on the public input, the City may modify the SWPPP as the City determines appropriate. Copies of the SWPPP are available for public review at City Hall.

Recommendation: Staff recommends that the City Council conducts the annual meeting to consider public input on the City's Stormwater Pollution Prevention Program.

Attachments: None

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

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



Date: December 23, 2024

Agenda Item Number: Item 6.0 A-L

Requested Action: Consider approving the Consent Agenda as presented

Background Information:

Item A – Approve Bills

Item B – Approve Bill List: 2025 Invoices with checks processed 1/2/25

These invoices have a 2025 date and will be processed on 1/2/25. This item is requested for approval to address the normal than later date of bill payment scheduled for the January 13, 2025 City Council Meeting.

Item C – December 9, 2024 City Council Meeting Minutes

Minutes from the December 9, 2024 City Council meeting are attached for your review.

Item D – Garbage Haulers License Renewals

Request to approve the garbage hauler licenses for 2025. We are currently waiting for forms and payment from one applicant. All other licensees have completed application forms and fee payments.

Item E – 2025 Cannabinoid Edibles License Renewals

Request to approve the cannabinoid edibles license effective January 1, 2025. The licensees have paid the application fees, and submitted all required forms. The licensees will be notified of any changes to city ordinances that may occur during this meeting.

Item F – Res. 2024-94, 2025 Fee Schedule Adoption

Staff reviews the City Fee Schedule on an annual basis to ensure that revenues are sufficient to cover the costs of providing the service. Staff is recommending one change at this time— increasing the fees charged to rent prime time hours at the City owned ice arena from \$192 per hour to \$210 per hour. Staff recommends the attached change for the 2025 Fee Schedule.

Item G – Joint Powers Agreement with Bethel and Linwood (Midco)

Midco's original submittal for the project identifying expansion of broadband service included for the Cities of East Bethel, Bethel and Township of Linwood. East Bethel has chosen to be the lead agency working with Midco for the benefit of all three communities. In doing so, it is necessary that the Joint Powers Agreement between municipalities be established and approved. The Joint Power Agreement identifies East Bethel as the responsible authority to undertake the duties to administer the grant dollars for the purpose of contracting with Midco and managing the completion of the project.

Item H – Res. 2024-95 Cost Share Agreement (Broadband Expansion)

Conditional on receiving the Anoka County grant for Broadband Expansion, was the requirement to establish a cost share agreement with Midco. The agreement outlines the conditions of the agreement, specifically identifying the City of East Bethel as a conduit for the receipt of grant

dollars and payment to Midco upon completion of the project. In addition, the Cost Share Agreement identifies insurance requirements, easement rights and holding the City of harmless through indemnification.

Item I- Pay Estimate No. 3 for the 2024 Street Surface Improvement Project

This item includes Pay Estimate No. 3 to Knife River Corporation for the 2024 Street Surface Improvement Project. The major work items on this pay estimate include payment for restoration. This payment also recommends a reduction in the retainage from 5% to 2%. The remaining retainage will be released upon inspection of the turf establishment in the spring. Staff recommends partial payment of \$30,428.40. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$436,285.75
Less Previous Payments	\$397,131.63
Less 2% Retainage	<u>\$ 8,725.72</u>
Total Payment	\$ 30,428.40

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

Item J- Pay Estimate No. 4 for the 2024 Street Reconstruction Project

This item includes Pay Estimate No. 4 to Knife River Corporation for the 2024 Street Reconstruction Project. The major work items on this pay estimate include payment for signage. This payment also recommends a reduction in the retainage from 5% to 2%. The remaining retainage will be released upon inspection of the turf establishment in the spring. Staff recommends partial payment of \$56,037.15. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$766,910.45
Less 2% Retainage	\$ 15,338.21
Less Previous Payments	<u>\$ 695,535.09</u>
Total Payment	\$ 56,037.15

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

Item K – Approve Minnesota Department of Health Source Water Protection Grant

The City of East Bethel has four municipal wells that serve its residents. Currently only wells 3 & 4 have back-up power to operate in the event of a power outage. Reviews from the State of MN and emergency management plans recommend having back-up power for all public water supplies. Staff have been working at cost effective solutions for a back-up power source for wells 1 & 2 for several years.

Staff have applied for and were successfully awarded a Minnesota Department of Health Source Water Protection Grant to help cover the cost of the project. The awarded amount is up to \$10,000 and would be used to cover the costs of the generator site preparation including running natural gas lines and a concrete pad along with the cost of the transfer switch. This is a 100%

covered grant with no required matching funds and the awarded amount is expected to cover all the costs of this portion of the project.

Once this portion of the project has been completed, the City Council could approve applying for the next grant which would cover up to 50% of the cost of the actual generator. Past quotes for a generator at this location were in the \$60,000-\$75,000 range.

Staff recommends approval of the \$10,000 grant for the first phase of the back-up power for wells 1 & 2 from the Minnesota Department of Health.

Item L – Recording Secretary Contract Addendum

The City has contracted with Timesaver Off Site Secretarial, Inc. (TOSS) to produce the minutes for City Council Meetings since 2014. The costs for this service are hourly based and are budgeted at \$13,000 for 2025. TOSS has provided exceptional service and staff recommends approval of the addendum for the contract extension.

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
December 23, 2024
Payment Summary

Payments for Council Approval						
Bills to be approved for payment						\$188,374.58
Electronic Payroll Payments						\$44,123.46
Payroll City Council - December, 13 2024						\$2,234.02
Payroll Fire Department - December, 13 2024						\$11,648.33
Payroll City Staff - December, 19 2024						\$57,153.53
Elections - December, 10 2024						\$7,210.39
Total to be Approved for Payment						\$246,380.39
Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Water Utility Operations	Refund of Overpayment	20241204	ABIGAYLE FORREST	601		\$24.52
Building Inspection	Septic Escrow	2024-01151	Casper's Excavating, Inc.	101		\$16,630.00
Building Inspection	Septic Escrow	2024-01166	Casper's Excavating, Inc.	101		\$23,900.00
Engineering	Engineering Fees	54227	Hakanson Anderson Assoc. Inc.	101		\$593.75
Engineering	Engineering Fees	54228	Hakanson Anderson Assoc. Inc.	101		\$869.88
Engineering	Engineering Fees	54229	Hakanson Anderson Assoc. Inc.	101		\$290.00
Engineering	Engineering Fees	54230	Hakanson Anderson Assoc. Inc.	101		\$880.50
Building Inspection	Septic Escrow	2024-01166	JAKE HOLTER	101		\$5,975.00
Payroll	Union Dues	12 2024	MN Public Employees Assn	101		\$351.00
Building Inspection	Septic Escrow	2024-01151	ROBERT JACOBSON	101		\$7,370.00
Arena Operations	Bldg/Facility Repair Supplies	S104291130.001	Dakota Supply Group	615	49851	\$14.04
Arena Operations	Bldg/Facility Repair Supplies	26069	Menards Cambridge	615	49851	\$86.98
Arena Operations	Bldgs/Facilities Repair/Maint	283	Rogers Electric	615	49851	\$270.00
Arena Operations	Information Systems	B241210J	Anoka County Treasury Dept	615	49851	\$75.00
Arena Operations	Professional Services Fees	2680	A+ TOWING INC	615	49851	\$107.13
Arena Operations	Refuse Removal	11287257T067	Ace Solid Waste, Inc.	615	49851	\$312.49
Building Inspection	Conferences/Meetings	892942	Nick Schmitz	101	42410	\$1,000.00
Building Inspection	Conferences/Meetings	2110014087	Regents of University of MN	101	42410	\$175.00
Building Inspection	Conferences/Meetings	889377	Steve Lutmer	101	42410	\$650.00
City Administration	Information Systems	B241210J	Anoka County Treasury Dept	101	41320	\$75.00
City Administration	Office Equipment Rental	543710214	US Bank Equipment Finance	101	41320	\$620.79
City Administration	Office Supplies	IN4707206	Innovative Office Solutions	101	41320	\$190.96
City Administration	Office Supplies	IN4716143	Innovative Office Solutions	101	41320	\$58.56
City Administration	Professional Services Fees	M29717	TimeSaver Off Site Secretarial	101	41320	\$167.00
City Administration	Telephone	12 2024	CenturyLink	101	41320	\$153.18
Economic Development Authority	Commissions and Boards	2024	Brian Bezanson	232	23200	\$60.00
Economic Development Authority	Commissions and Boards	2024	Catherine Lancrain	232	23200	\$40.00
Economic Development Authority	Commissions and Boards	2024	Julie Lux	232	23200	\$60.00
Economic Development Authority	Commissions and Boards	2024	Suzanne Erkel	232	23200	\$40.00
Economic Development Authority	Commissions and Boards	2024	Tom Schulzetenberg	232	23200	\$60.00
Engineering	Architect/Engineering Fees	54234	Hakanson Anderson Assoc. Inc.	101	43110	\$373.75
Engineering	Architect/Engineering Fees	54235	Hakanson Anderson Assoc. Inc.	101	43110	\$727.80
Fire Department	Information Systems	B241210J	Anoka County Treasury Dept	101	42210	\$75.00
Fire Department	Office Equipment Rental	38062864	GreatAmerica Financial Svcs	101	42210	\$125.78
Fire Department	Professional Services Fees	2500	RAMLS TREE SERVICE	101	42210	\$500.00
Fire Department	Refuse Removal	11287257T067	Ace Solid Waste, Inc.	101	42210	\$207.83



City of East Bethel
December 23, 2024
Payment Summary

Fire Department	Refuse Removal	11287257T067	Ace Solid Waste, Inc.	101	42210	\$41.62
Fire Department	Safety Supplies	344083	Aspen Mills, Inc.	101	42210	\$76.99
Fire Department	Safety Supplies	345065	Aspen Mills, Inc.	101	42210	\$258.50
Fire Department	Telephone	12 2024	CenturyLink	101	42210	\$57.96
Fire Department	Telephone	12 2024	CenturyLink	101	42210	\$88.14
Fire Department	Telephone	13299700114423	Midcontinent Communications	101	42210	\$20.25
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	25682	Menards Cambridge	101	41940	\$56.21
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	IV00314047	Nardini Fire Equipment	101	41940	\$509.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	54421	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	General Operating Supplies	5244006207	CINTAS	101	41940	\$22.95
General Govt Buildings/Plant	Refuse Removal	11287257T067	Ace Solid Waste, Inc.	101	41940	\$102.80
Legal	Legal Fees	43076	Eckberg, Lammers, P.C.	101	41610	\$245.00
Legal	Legal Fees	43076	Eckberg, Lammers, P.C.	101	41610	\$1,421.00
Legal	Legal Fees	43076	Eckberg, Lammers, P.C.	101	41610	\$1,155.00
Legal	Legal Fees	43076	Eckberg, Lammers, P.C.	101	41610	\$3,307.50
Legal	Legal Fees	43076	Eckberg, Lammers, P.C.	101	41610	\$1,617.00
Legal	Legal Fees	43076	Eckberg, Lammers, P.C.	101	41610	\$367.50
Legal	Legal Fees	43076	Eckberg, Lammers, P.C.	101	41610	\$906.50
MSA Street Construction	Architect/Engineering Fees	54231	Hakanson Anderson Assoc. Inc.	402	40200	\$3,436.09
MSA Street Construction	Professional Services Fees	PE #4	Knife River Corporation	402	40200	\$27,163.58
MSA Street Construction	Professional Services Fees	PE #4	Knife River Corporation	402	40200	\$15,822.94
Park Maintenance	Clothing & Personal Equipment	4214145475	Cintas Corporation	101	43201	\$33.55
Park Maintenance	Clothing & Personal Equipment	4214914149	Cintas Corporation	101	43201	\$33.55
Park Maintenance	Clothing & Personal Equipment	15041	Jason Hehir	101	43201	\$237.99
Park Maintenance	Clothing & Personal Equipment	200920823	Morgen Mueller	101	43201	\$120.00
Park Maintenance	Commissions and Boards	2024	Bill Zimmermann	101	43201	\$60.00
Park Maintenance	Commissions and Boards	2024	Denise Lachinski	101	43201	\$80.00
Park Maintenance	Commissions and Boards	2024	Maryhelen Westlund	101	43201	\$80.00
Park Maintenance	Commissions and Boards	2024	Sue Jefferson	101	43201	\$100.00
Park Maintenance	Commissions and Boards	2024	Tim Hoffman	101	43201	\$60.00
Park Maintenance	Commissions and Boards	2024	WESTLUND, AL	101	43201	\$100.00
Park Maintenance	Equipment Parts	122096436	Fleet Pride	101	43201	\$42.37
Park Maintenance	Equipment Parts	02-1123242	Lano Equipment, Inc.	101	43201	\$143.20
Park Maintenance	Equipment Parts	02-1123245	Lano Equipment, Inc.	101	43201	\$37.26
Park Maintenance	Equipment Parts	I34222	MN Equipment	101	43201	\$102.26
Park Maintenance	Other Equipment Rentals	MP265331	LRS	101	43201	\$80.00
Park Maintenance	Safety Supplies	5244006207	CINTAS	101	43201	\$76.79
Park Maintenance	Safety Supplies	25950	Menards Cambridge	101	43201	\$65.97
Planning and Zoning	Filing Fees	24-42808	Anoka County Property Tax	101	41910	\$46.00
Planning and Zoning	Filing Fees	24-45287	Anoka County Property Tax	101	41910	\$46.00
Planning and Zoning	Legal Notices	1027168	ECM Publishers, Inc.	101	41910	\$54.45
Recycling Operations	Other Equipment Rentals	MP265332	LRS	226	43235	\$80.00
Recycling Operations	Professional Services Fees	12 2024	Cedar East Bethel Lions	226	43235	\$419.72
Recycling Operations	Professional Services Fees	12 2024	Cedar East Bethel Lions	226	43235	\$1,300.00
Recycling Operations	Professional Services Fees	CU-42766	First State Tire Recycle	226	43235	\$101.79
Recycling Operations	Refuse Removal	11287257T067	Ace Solid Waste, Inc.	226	43235	\$727.66
Recycling Operations	Travel Expenses	20241211	JABS, EMILY	226	43235	\$19.78
Sewer Operations	Safety Supplies	85589033	Bound Tree Medical, LLC	602	49451	\$71.13



City of East Bethel
December 23, 2024
Payment Summary

Street Capital Projects	Architect/Engineering Fees	54232	Hakanson Anderson Assoc. Inc.	406	40600	\$1,547.70
Street Capital Projects	Architect/Engineering Fees	54233	Hakanson Anderson Assoc. Inc.	406	40600	\$2,613.12
Street Capital Projects	Professional Services Fees	PE #4	Knife River Corporation	406	40600	\$12,990.63
Street Capital Projects	Street Maint Services	PE #3	Knife River Corporation	406	40600	\$30,428.40
Street Maintenance	Bldg/Facility Repair Supplies	25480	Menards Cambridge	101	43220	\$47.97
Street Maintenance	Bldgs/Facilities Repair/Maint	4214145475	Cintas Corporation	101	43220	\$9.15
Street Maintenance	Bldgs/Facilities Repair/Maint	4214914149	Cintas Corporation	101	43220	\$9.15
Street Maintenance	Clothing & Personal Equipment	4214145475	Cintas Corporation	101	43220	\$33.56
Street Maintenance	Clothing & Personal Equipment	4214914149	Cintas Corporation	101	43220	\$33.56
Street Maintenance	Equipment Parts	540401341243358	Capital One Trade Credit	101	43220	\$52.99
Street Maintenance	Equipment Parts	541201341247361	Capital One Trade Credit	101	43220	\$140.22
Street Maintenance	Equipment Parts	1048336	Ham Lake Hardware	101	43220	\$65.48
Street Maintenance	Equipment Parts	8641	Hose Pros, Inc.	101	43220	\$222.20
Street Maintenance	Equipment Parts	CM0024339	Indelco Plastics Corporation	101	43220	(\$114.44)
Street Maintenance	Equipment Parts	INV497665	Indelco Plastics Corporation	101	43220	\$336.53
Street Maintenance	Equipment Parts	INV498026	Indelco Plastics Corporation	101	43220	\$382.77
Street Maintenance	Motor Vehicles Parts	159-125963	FACTORY MOTOR PARTS	101	43220	\$11.18
Street Maintenance	Motor Vehicles Parts	IN001-2025070	Force America Distributing LLC	101	43220	\$174.74
Street Maintenance	Motor Vehicles Parts	1539-315024	O'Reilly Auto Stores Inc.	101	43220	\$65.59
Street Maintenance	Refuse Removal	11287257T067	Ace Solid Waste, Inc.	101	43220	\$428.12
Street Maintenance	Safety Supplies	159-125511	FACTORY MOTOR PARTS	101	43220	\$31.44
Street Maintenance	Safety Supplies	9342486363	Grainger	101	43220	\$298.04
Street Maintenance	Small Tools and Minor Equip	159-125585	FACTORY MOTOR PARTS	101	43220	\$699.40
Street Maintenance	Small Tools and Minor Equip	159-125800	FACTORY MOTOR PARTS	101	43220	\$8,428.26
Street Maintenance	Small Tools and Minor Equip	159-125805	FACTORY MOTOR PARTS	101	43220	\$1,999.99
Street Maintenance	Small Tools and Minor Equip	159-125815	FACTORY MOTOR PARTS	101	43220	\$323.87
Street Maintenance	Small Tools and Minor Equip	9343343720	Grainger	101	43220	\$1,499.65
Street Maintenance	Small Tools and Minor Equip	999323	Lowe's	101	43220	\$23.73
Street Maintenance	Street Maint Materials	IN61027	City of St. Paul	101	43220	\$227.01
Water Utility Operations	Chemicals and Chem Products	6938573	Hawkins, Inc	601	49401	\$100.00
Water Utility Operations	Gas Utilities	12 2024-1	CenterPoint Energy	601	49401	\$223.29
Water Utility Operations	Gas Utilities	12 2024-2	CenterPoint Energy	601	49401	\$206.77
Water Utility Operations	Telephone	12 2024	CenturyLink	601	49401	\$129.72
Water Utility Operations	Telephone	12 2024	CenturyLink	601	49401	\$153.90
Water Utility Operations	Telephone	12 2024	CenturyLink	601	49401	\$149.74
Water Utility Operations	Utility Maint Supplies	0541235	Ferguson Waterworks #2518	601	49401	\$276.21
						\$188,374.58



City of East Bethel
December 23, 2024
Payment Summary

Electronic Payroll Payments		
Payroll	PERA	\$10,328.50
Payroll	Federal Withholding	\$7,975.78
Payroll	Medicare Withholding	\$2,824.70
Payroll	FICA Tax Withholding	\$11,083.38
Payroll	State Withholding	\$3,953.00
Payroll	MSRS/H.S.A./HCSP	\$7,958.10
		\$44,123.46



City of East Bethel
January 02, 2025
2025 Payment Summary

Payments for Council Approval						
Bills to be approved for payment						\$839,098.02
Total to be Approved for Payment						\$839,098.02
Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Payroll	Insurance Premium	CNS0001728548	Delta Dental	101		\$52.06
Payroll	Insurance Premium	CNS0001728548	Delta Dental	101		\$646.16
Payroll	Insurance Premium	265869111745	Medica	101		\$11,140.33
Payroll	Insurance Premium	436200012025	NCPERS Group Life Ins	101		\$80.00
2014A	Bond Interest	91537	Bond Trust Services Corp.	311	31100	\$76,112.50
2014A	Debt Srv Bond Principal	91537	Bond Trust Services Corp.	311	31100	\$210,000.00
2014A	Fiscal Agent s Fees	92859	Bond Trust Services Corp.	311	31100	\$100.00
2015A	Bond Interest	91538	Bond Trust Services Corp.	310	31000	\$175,250.00
2015A	Debt Srv Bond Principal	91538	Bond Trust Services Corp.	310	31000	\$235,000.00
Fire Department	Dues and Subscriptions	2025-2	MN State Fire Dept Assn	101	42210	\$200.00
Mayor/City Council	Commissions and Boards	2025	Sunrise River WMO	101	41110	\$13,251.10
Mayor/City Council	Commissions and Boards	2025	Upper Rum River Watershed	101	41110	\$10,086.85
Risk Management	Automotive Ins	01 2025	League of MN Cities Ins Trust	101	48140	\$10,329.00
Risk Management	General Liability Ins	01 2025	League of MN Cities Ins Trust	101	48140	\$7,586.00
Risk Management	General Liability Ins	01 2025	League of MN Cities Ins Trust	101	48140	\$25,175.00
Risk Management	Professional Services Fees	1724478	Corporate 4 Insurance Agency	101	48140	\$6,000.00
Risk Management	Property Ins	01 2025	League of MN Cities Ins Trust	101	48140	\$52,244.00
Sewer Operations	Professional Services Fees	0001180167	Metropolitan Council Env Svcs	602	49451	\$5,845.02
						\$839,098.02

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL MEETING

December 9, 2024

The East Bethel City Council met on December 9, 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
Christina Benson, City Attorney
Aaron Berg, Community Development Director
Nate Ayshford, Public Works Manager
Mike Jeziorski, Deputy City Administrator/Finance Director

1.0 Call to Order

The December 9, 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 with the removal of item 9.0 C.1 Closed Session: Fire Chief Performance Review. Smith stated I'll second. Lewis asked any discussion? Lewis stated that Fire Chief Sanow let the Council know he was sick, so the closed session will be rescheduled. To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

4.0 Presentations and Public Hearings

4.0 A 2025 Budget Presentation: Public Comment and Approval of City, EDA, and HRA Budgets and Levies

4.0 A.1 Resolution 2024-79, Adopting the 2025 Budget and Levy

Finance Director Jeziorski presented the 2025 Budget Presentation including the budget and levy timeline, financial highlights, general fund, 2025 projected revenue sources, 2025 employee summary, 2025 contracted services, general fund expenditures, debt service fund, 2025 HRA and EDA Levy, and projected impact of sample residential house.

Mundle asked what the total on the transfers into each of the funds will be. Jeziorski stated that the transfer for building capital is \$50,000, the transfer to street capital is \$600,000, and the transfer to parks is \$110,000 for 2025.

DeRoche asked about the budgeting for the Ice Arena. Jeziorski stated that the Ice Arena is budgeted with a budget-neutral fund, so the revenues taken in support the expenditures that go out.

Lewis opened the public hearing at 7:14 p.m.

Melissa Newberger asked about the 12% decrease for the Fire Department due to salary changes and asked for more information on why it is decreasing so much.

1 Lewis stated that a position would have been created if the Safer Grant had been received, but the
2 grant was not received, so they could not fund the position. Jeziorski stated that the other primary
3 reason is that the Fire Department Relief Association transferred their retirement account to the
4 State of Minnesota, so the City does not receive Fire State Aid directly.

5 Dino Perfetti asked why they are budgeting \$133,00 again this year since there were only 3 meetings
6 held this past year. Lewis stated that the EDA funds are also used for supporting staff salaries and
7 those continue whether there are meetings or not.

8 Look stated that the meetings are canceled if there are no topics to discuss. He also stated that
9 dollars are banked for the EDA, and part of their goal is to take more of an active role in the
10 community and how to invest dollars to encourage development.

11 Miller stated he would like to see the EDA meet more often, maybe every month. Look stated if there
12 are no topics to discuss each month, then holding a meeting would be a waste of people's time.

13 Lewis closed the public hearing at 7:24 p.m.

14 **DeRoche stated I'll make a motion to adopt Resolution 2024-79, Adopting the 2025 Budget and**
15 **Levy. Mundle stated I'll second.** Lewis asked any discussion? To the motion, all in favor say aye. **All**
16 **in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

17 **4.0 A.2 Resolution 2024-80, Adopting the 2025 EDA Budget and Levy**

18 **Mundle stated I'll make a motion to adopt Resolution 2024-80, Adopting the 2025 EDA Budget and**
19 **Levy. DeRoche stated I'll second.** Lewis asked any discussion? To the motion, all in favor say aye. **All**
20 **in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

21 **4.0 A.3 Resolution 2024-81, Adopting the 2025 HRA Budget and Levy**

22 **DeRoche stated I'll make a motion to adopt Resolution 2024-81, Adopting the 2025 HRA Budget**
23 **and Levy. Smith stated I'll second.** Lewis asked any discussion? To the motion, all in favor say aye.
24 **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

25 **4.0 B East Bethel Fire Department Community Response Policy**

26 Look stated that the Sherrif and Allina are here to continue the discussion about fire response and
27 what models are out there right now. Look stated that there have been issues with call volume and
28 having firefighters in their booths to respond to fires occurring.

29 Mark Reina, Ambulance Operation Supervisor for Allina Health, stated that he pulled all the run
30 volume for East Bethel for 2024 year-to-date. Mr. Reina stated that they are sitting at 962 EMS
31 responses for medicals, with an average of a 12.51-minute response time, from the time the call is
32 answered to the time the ambulance arrives on the scene.

33 Mr. Reina stated that out of the 962 calls, they transported 643 residents, 79 (12.29%) of the
34 transports being emergent. He stated that the average for most communities is 5%, so East Bethel is
35 7.29% higher than other communities for emergent transports. Lewis asked if he knew why that was
36 the case. Mr. Reina stated the fact it is a rural community, the population density, or the age of the
37 community could be factors.

38 Mr. Reina stated that 560 were non-emergent transfers without the use of their emergent mode of
39 transport to the hospital. Four of the non-emergent runs responded to were transported emergently
40 based on the condition of the patient when they arrived on the scene, which was worse than what
41 was said over pre-arrival.

1 Mr. Reina stated that other communities he has worked with on response models have decided to
2 only respond to the highest of acuity calls and some communities have still responded to everything.
3 Mr. Reina stated that responding to their community needs must be based on the service they want
4 to provide to their community.

5 Mundle asked if Mr. Reina has seen any different statistics between cities that respond to all calls
6 compared to cities that only respond to emergency calls. Mr. Reina stated that in a true emergency,
7 the quicker the medical care gets there, the better the outcome the patient has.

8 DeRoche asked what level of basic life support (BLS) East Bethel can do. Mr. Reina stated that he
9 would have to double-check the specific protocols to be sure, but he does not think they have any
10 medications and/or IV access, but they do have nitro, aspirin, and albuterol.

11 Lewis asked how albuterol is administered. Mr. Reina stated that it is inhaled through a nebulizer
12 treatment. Mr. Reina stated that East Bethel is one of their highest-performing communities for
13 working with their ambulance service and they have very thorough reports when Allina arrives on the
14 scene.

15 Miller asked if there had been any residents who complained when they switched from responding to
16 different calls. Mr. Reina stated that those complaints would go directly to the fire service.

17 Look asked, of the non-emergent calls, how many are duplicative in terms of the Fire Department
18 arriving but is not needed for the call. Mr. Reina stated that those are the alpha-omega calls which
19 are very low priority and account for about 280 of those calls.

20 Mundle asked how the other cities that have cut back on calls have been received. Mr. Reina stated
21 that one community had a very positive response, especially on the fire chief's side, and the other
22 city is more of a mixed bag, with the firefighters being unhappy with the change.

23 Lewis asked why the firefighters were unhappy with the change. Mr. Reina stated that a lot of the
24 rural community firefighters like going on the medical calls because the number of structure fires
25 they are responding to is going down, so they want to serve their community by responding to those
26 medical calls instead.

27 A resident asked how they decipher what is and is not an emergency call. Mr. Reina stated that when
28 a resident calls 911, it goes to Anoka County dispatch, where they get very little information, then it
29 gets transferred to Allina EMS, who then does a pre-arrival questionnaire with the patient to
30 determine if it is an emergent or non-emergent response.

31 Lieutenant Peters stated they are usually on the scene since they are already mobile and out
32 patrolling. Peters stated that they are not as effective in their job without the support that the Fire
33 Department provides. Peters stated that so far this year they have responded to over 600 medicals,
34 53 personal injury crashes, and 162 property damages accidents.

35 A resident asked if the Police Department responds to every 911 call. Peters stated that they do,
36 whatever the call may be.

37 A resident stated that he was so impressed by the Department and stated that when they are
38 needed, they are always there.

39 Peters gave some information on the Public Safety Data System and how they respond to calls.

40 Lewis discussed how appreciative he has been of the emergency services and their response
41 regarding his past health issues.

1 Troy Lachinski stated that they have been looking at how to reduce the burden on the firefighters.
2 Lachinski noted the problem that they must keep in mind is that every time someone calls 911, it is
3 an emergency to them. Lachinski thanked the Sherrif's Department and Allina and stated that they
4 are top-notch.

5 Lachinski stated that firefighters are required to make 30% of the calls during their shift. Lachinski
6 stated that when looking at the Station 2 night shifts, the real commitment is to make 1.5 calls per
7 week. For station 1/3 night shift, the commitment is 1.75 calls per week. Lachinski noted that the big
8 burden comes from the day shifts, at about 2.5 calls per week, at a minimum.

9 Lachinski stated that there are a lot of ways to reduce the burden on the firefighters, such as
10 introducing a duty officer program during the day or splitting up stations 1 and 3. Lachinski stated
11 that for station 1 nights, there are 21 calls per quarter; for station 2 nights, there are 18 calls per
12 quarter; and during the day, 34 calls per quarter.

13 Lachinski stated that when they met with Jerry Streich, he asked them how often the Fire
14 Department was arriving on the scene before EMS, so they added a question to their records
15 management software. Lachinski also noted that they added a question asking if they had any patient
16 contact. Lachinski stated that they only have 4 months' worth of data so far, and in that data, they
17 are arriving on the scene before EMS 65% of the time and having patient contact 69% of the time.

18 Lachinski stated that the paid-on-call model is working now because they have a lot of dedicated
19 people, but it is not a long-term solution.

20 **Informational; no action required.**

21 **5.0 Public Forum**

22 Patty Sathre stated that the 6 times the Fire Department reported to their residence, Fire Chief
23 Sanow was always first on the scene, and the Sherrif's Department was quickly after; she said they
24 were awesome.

25 Melissa Newberger stated that she reviewed the analysis by Capstone LLC on the Fire Department
26 operations and is concerned with the proposed changes and urged the Council to discuss with the
27 Fire Department and their input to make these decisions. Ms. Newberger stated that she is in support
28 of the \$500 pension increase for the firefighters.

29 Janet Grothe stated that they were not informed of the work going on at Viking Meadows and she
30 lives a quarter mile away. Ms. Grothe stated that she has many concerns regarding the plans and
31 what has been approved.

32 Berg discussed how surrounding residents were made aware of this project. Berg also gave
33 information on the details of the wetlands and project.

34 Leon Grothe stated that to fit all the lots on the land for this project almost all the trees will have to
35 be taken out. Mr. Grothe stated that he considers this a huge downgrade for East Bethel. Mr. Grothe
36 is concerned with the lack of regard for the nature and trees of the site.

37 **6.0 Consent Agenda**

38 ~~Item A: Approve Bill List~~

39 Item B: Approve Meeting Minutes November 20, 2024 Town Hall Meeting

40 Item C: Approve Meeting Minutes, November 25 2024 City Council Meeting

41 Item D: Resolution 2024-82, Setting 2025 City Meeting Dates

1 Item E: Resolution 2024-83, TIF 1-2 Permanent Fund Transfer

2 Item F: Resolution 2024-84, TIF 1-3 Permanent Fund Transfer

3 Item G: Resolution 2024-85, TIF 1-4 Permanent Fund Transfer

4 Item H: Resolution 2024-86 TIF 1-5 Permanent Fund Transfer

5 Item I: Resolution 2024-87, Arena Permanent Fund Transfer

6 Item J: Resolution 2024-88, 2025 Committee Stipends

7 Item K: Approve 2025 Tobacco License Renewals

8 Item L: Security Systems for East Bethel Facilities

9 ~~Item M: Resolution 2024-76, Fire Department Benefit Level Increase~~

10 Item N: Resolution 2024-89, Declaring Street Sweeper Surplus Property

11 Item O: Purchase 2025 Elgin Pelican Street Sweeper

12 Item P: Purchase Tire Chains for Single Axis Snowplow

13 Item Q: Purchase Coats Tire Balancer

14 Smith requested to pull Item A. Lewis requested to pull Item M. **Mundle stated I'll make a motion to**
 15 **approve Consent Agenda as amended. DeRoche stated I'll second.** Lewis asked any discussion? To
 16 the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion**
 17 **passes unanimously.**

18 **6.0 A Approve Bill List**

19 Smith asked why the assessing item for Kenneth A. Tolzmann has an invoice for the 4th quarter of
 20 2025 rather than 2024. Look stated he will look into that and get back to him.

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

24 **6.0 M Resolution 2024-76, Fire Department Benefit Level Increase**

25 Lewis shared information regarding the East Bethel Firefighter Relief Association and stated that the
 26 source of monies for the East Bethel firefighter's pensions primarily comes from 2% of the property
 27 insurance premiums. Lewis also stated that return on investments is the other source of money for
 28 pensions. Lewis stated that if the fund falls short, then the taxpayers and the City must cover any
 29 commitments that were made.

30 Lewis clarified some of the misinformation that has been spread on social media.

31 Troy Lachinski also added that the reason why they are asking for a benefit increase is because the
 32 fund can support it.

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

36 **7.0 New Business. Commission, Association, and Task Force Reports**

37 **7.0 A Planning Commission**

38 **7.0 A.1 Setback Variance: 3564 Edmar Lane NE**

39 Berg stated that on October 3, 2024, the City received an application from Sharper Homes, Inc. to
 40 reduce the standard setback from 10 feet to 8 feet, in the front yard for installation of a septic drain
 41 field and a setback reduction from the Ordinary High Water Level (OHWL), of 75 feet to 61.5 feet, for
 42 the construction of an attached patio cement slab, at the property located at 3564 Edmar Lane NE,
 43 Wyoming, MN 55092.

1 Berg added that this .64-acre lot is in the Coon Lake Zoning District and covered by a Shoreland
2 Overlay Zone. Not only does this lot have shoreland but it also includes a section of wetlands. In
3 addition, the land immediately adjacent to the east is City-owned and it contains lowland with an
4 open drainage ditch that runs parallel to the lot line. These features create a list of setbacks that must
5 be met.

6 Berg stated that Sharper Homes, Inc. is proposing a slab-on-grade home with a placement that takes
7 all setbacks into consideration; however, to place an SSTS (Septic System) and well on the property,
8 an encroach into a property line setback is necessary. A setback reduction from the required 10 feet
9 to 8 feet will be required for the installation of a drain field on this property.

10 Berg stated that the proposed construction also includes a 14-foot by 20-foot concrete patio slab,
11 which is attached to the back of the house, protruding toward the lake into the OHWL setback.
12 Sharper Homes, Inc. is requesting a reduction of the 75-foot setback to 61.5 feet. The opinion of City
13 staff is the proposed concrete patio slab attached to the house is an appurtenance.

14 Berg stated that to hear requests for variances from the literal provisions of the ordinance in
15 instances where their strict enforcement would cause practical difficulties because of circumstances
16 unique to the individual property under consideration and to grant such variances only when it is
17 demonstrated that such actions will be in keeping with the spirit and intent of the ordinance.
18 Economic considerations alone do not constitute practical difficulties.

19 A consideration of a variance requires the following three-factor test for practical difficulties:

- 20 • The first factor is a test of reasonableness.

21 In this case:

- 22 ○ Septic systems are required for a home to be considered habitable. The approval of the
23 variance would allow this property to be used as a residence.

- 24 • The second factor is a test of uniqueness.

25 In this case:

- 26 ○ Current setback requirements for sewage treatment systems are 50 feet from the OHWL, 50
27 feet from any well, 20 feet from any structure, and 10 feet from any property line.
- 28 ○ Tanks are required to be placed 10 feet from any structure and 10 feet from property lines.
- 29 ○ The adjacent property contains wetlands and a ditch which require a 25-foot setback.
- 30 ○ Shoreland setback for structures is 75 feet from the OHWL, 25 feet from the front lot line and
31 7 feet from the side yard lot lines.

- 32 • The third factor is, that a variance would not alter the essential character of the neighborhood.

33 In this case:

- 34 ○ There are 9 other properties on Edmar Lane. NE that have septic mounds in the front or side
35 yards visible from the right of way. The adjacent property to the west has a box mound in the
36 side yard visible from the right of way.

37 Berg noted that a patio slab is not a minimum building requirement of a new single-family home in
38 the East Bethel Building Code. The amenity is a personal preference of the landowner. The elevation
39 at the OHWL is 904.8 feet above sea level while the elevation at the proposed slab extension is 909.0
40 feet. This is an over 4-foot elevation drop over a 75-foot distance. The risk of damage by changing
41 lake water levels is minimal. For additional consideration, the Shoreland Overlay District permits

1 property owners 25% Impervious Surface lot coverage. The total square footage of this proposal,
2 including the patio, is 21%.

3 Berg noted that on November 26, 2024, the Planning Commission held a Public Hearing which there
4 was no public comment. After a review of the application material and hearing from the applicant the
5 Planning Commission, by a 5 - 0 vote, recommended approval of the variance request for the
6 reduction of the property line setback for the installation of a sewage treatment system and a
7 reduction of the OHWL setback for the construction of an attached cement patio slab, at the property
8 located at 3564 Edmar Lane NE. as written in Resolution 2024-90.

9 Berg stated that the City Council should review the request and the Planning Commission’s formal
10 recommendation and consider approving the variance request as presented in Resolution 2024-90.

11 **DeRoche stated I’ll make a motion to deny the Setback Variance for 3564 Edmar Lane NE. Miller
12 stated I’ll second.** Lewis asked any discussion?

13 DeRoche stated that the reasoning behind his desire to deny the request is that once a concrete slab
14 is there, the owner could build an exterior building later.

15 A resident asked if the applicant would have to apply for a permit for an exterior building.

16 A representative from Sharper Homes stated that they have been as creative as they can to fit a
17 house on the lot and allow the owner to get a patio.

18 Berg suggested that the Council could add a condition of approval that nothing more than the patio
19 slab could be built. Berg added that they could also allow a septic system in the front yard with the 2-
20 foot reduction and deny the patio slab.

21 **DeRoche withdrew the motion. Miller withdrew the second.**

22 **DeRoche stated I’ll make a motion to adopt Resolution 2024-90 adding a condition that prohibits
23 any future structures on the slab. Miller stated I’ll second.** Lewis asked any discussion? To the
24 motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion
25 passes unanimously.**

26 **7.0 A.2 Second Driveway Variance: 19408 E. Front Boulevard NE**

27 Berg stated on October 29, 2024, the City of East Bethel received a Variance Application from Josh
28 Balfany, the property owner at 19408 E. Front Boulevard NE, for the construction of a second
29 driveway/access to his parcel off E. Front Boulevard. NE, in Coon Lake Zoning District.

30 Berg stated that Mr. Balfany and his brother, who owns 19356 E. Front Boulevard. NE, acquired a
31 vacant parcel from family that was located between their two parcels. In a private land transaction,
32 they divided the lot and adjoined each portion to their respective lots. Balfany subsequently applied
33 for an accessory structure which was permitted, and the project was completed.

34 Berg stated that during the final inspection Balfany was informed he would need to obtain a permit
35 for a second driveway/ access. Balfany indicated on his September 28, 2023, building application that
36 there are no plans for a driveway. City Code does not permit more than one driveway/access in
37 certain zoning districts of the City.

38 Berg referenced SECTION 10. - GENERAL DEVELOPMENT REGULATIONS, Sub.15. - Driveway access
39 and standards.

40 A. Access requirements:

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

1 2) Properties in the RR and A districts are allowed two access points from a public street; however,
2 properties located on municipal state aid streets, major thoroughfares, and major streets are allowed
3 one access point from a public street.

4 B. Surface and drainage:

5 1) Off-street parking areas and driveways in the R-1, R-2, CL, B-1, B-2, B-3, I, MXU and conditional
6 uses in the RR districts shall be constructed of a bituminous or concrete surface.

7 2) In all residential zoning districts, driveways located on an improved street require a bituminous or
8 concrete driveway extending from the street a minimum of 75 feet or to the garage apron, whichever
9 is less. Driveway width shall be a minimum of 12 feet wide and cannot exceed 24 feet in width at the
10 right-of-way. A turn-around, located entirely on a residential lot, will be required for driveways that
11 directly access a street with a posted speed limit greater than 45 miles per hour.

12 3) Parking spaces for heavy equipment that would damage bituminous or concrete surfaces are
13 exempt from the paving requirement.

14 4) In all residential districts, driveways created on an unimproved street after the adoption of,
15 ordinance 28, second series, adopted Dec. 21, 2010, are required to meet the paving requirements of
16 this section no later than one year after subsequent improvements of the street are completed, with
17 either a bituminous and/or concrete surface.

18 5) All new driveways over 150 feet must conform with the fire apparatus access road standards as
19 adopted in City Code Section 30-39 and set forth in the Minnesota Uniform Fire Code as amended
20 from time to time.

21 Berg stated that the septic drain field is located on the north side of the house. The well is located in
22 the front yard, forcing the placement of the detached accessory structure opposite Balfany’s existing
23 driveway, and therefore, he is unable to access the new building from the existing access.

24 Berg added that in addition to the request for a second driveway/ access, Balfany is requesting a
25 variance to the (improvement requirements) paving standards, as required in Sec. 10, Sub.15 (B2),
26 under (B3) which states that, Parking spaces for heavy equipment that would damage bituminous or
27 concrete surfaces are exempt from the paving requirement. Balfany owns a skid steer/ loader he
28 intends on parking on the driveway and believes its parking would be damaging to a paved surface.
29 City ordinance does not define heavy equipment.

30 Berg stated that there are 3 parcels on E. Front Blvd. NE that appear to have second driveways. A
31 historical review of the GIS Aerial’s provides information that all three of those existed prior to 2008
32 when the ordinance revision occurred prohibiting second driveways from CL, R-1, and R-2 Zoned
33 parcels.

34 Berg stated that staff advised Balfany that the second access/ driveway and pavement standard
35 requirements would be denied administratively if applied for and a variance would be required
36 before either could be applied for or approved.

37 Berg added to hear requests for variances from the literal provisions of the ordinance in instances
38 where their strict enforcement would cause practical difficulties because of circumstances unique to
39 the individual property under consideration and to grant such variances only when it is demonstrated
40 that such actions will be in keeping with the spirit and intent of the ordinance.

41 Berg added that practical difficulties, as used in connection with the granting of a variance, means
42 that the property owner proposes to use the property in a reasonable manner not permitted by an
43 official control; the plight of the landowner is due to circumstances unique to the property not

1 created by the landowner; and the variance, if granted, will not alter the essential character of the
2 locality. Economic considerations alone do not constitute practical difficulties.

3 The consideration of a variance requires a three-factor test for practical difficulties.

- 4 • The first factor, a test of reasonableness

5 In this case:

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

9 Or alternatively;

- 10 o The denial of a variance to place a second driveway on a property does not deny the
11 landowner reasonable use of the property, as detached accessory structure and subsequent
12 access are not a requirement of development standards of a primary residence.

- 13 • The second factor is that the landowner’s problem is due to circumstances unique to the property
14 and not caused by the landowner.

15 In this case:

- 16 o The property is triangular shaped limiting buildable areas for construction.
- 17 o The septic (SSTS) drain field is located on the north side of the lot. The well is located in the
18 front yard.
- 19 o The layout of the home placed the attached garage and existing access/ driveway on the
20 north side of the house, away from the newly constructed detached accessory structure

- 21 • The third factor is that a variance would not alter the essential character of the neighborhood.

22 In this case:

- 23 o There are 3 other parcels with existing non-conforming second driveways on E. Front
24 Boulevard NE.

25 Or alternatively;

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

27 Berg stated that in this case, it is the opinion of City staff that this variance request partially meets the
28 standards under the practical difficulties test.

29 Berg noted that for additional consideration, Balfany’s lot is in a Shoreland Overlay District which has
30 a maximum allowable Impervious Surface percentage of 25%. Balfany’s lot based on acreage would
31 be permitted to cover 5,445 sq feet. The existing coverage on the lot including the newly constructed
32 accessory building is 4,335 sq feet providing for an additional 1,110 of allowable coverage. Driveways
33 are required to be a minimum of 12 feet wide but cannot exceed 24 feet in width at the union of the
34 right-of-way pavement. Based on the minimum paving length standards, a 12-foot-wide driveway
35 would add an additional 650 square feet. A 24-foot-wide driveway would add an additional 1,300 sq
36 feet which would exceed the Impervious Surface Coverage allowed.

37 Berg referenced Sec. 57. Shoreland Overlay (SL) District Sub 5. – Definitions. Impervious surface. The
38 area of a lot is covered with buildings, including all appurtenances, driveways and sidewalks, and
39 similar impervious materials. For the purpose of this section, driveways that have a gravel base shall
40 be considered impervious.

41 Berg stated that on November 26, 2024, the Planning Commission held a Public Hearing, during which
42 there was no public comment. After a review of the application material, a discussion, and hearing
43 from the applicant the Planning Commission, by a 3-1 with 1 abstaining, recommended approval of

1 the Variance for a second driveway/access with the surface to be up to the discretion of the owner at
2 19408 E. Front Boulevard. NE as in Resolution 2024-91.

3 Berg stated that the City Council should review the request, the Planning Commission’s formal
4 recommendation, and consider approving the variance requests as presented in Resolution 2024-91
5 or approve with alternative conditions or deny the requests.

6 Mundle stated that they could add a condition for the driveway not to exceed 20 feet in width and 50
7 feet in length, no matter what material is used.

8 Berg suggested considering adding a condition that if the material used for the driveway is deemed as
9 a hazard in the roadways, then the City could obligate them to pave or put asphalt down.

10 **Mundle stated I’ll make a motion to adopt Resolution 2024-91 adding conditions that if the**
11 **material used on the driveway is deemed a road hazard that the City can enforce the paving**
12 **standard and a 20 X 50 foot maximum driveway. Miller stated I’ll second.** Lewis asked any
13 discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion
14 passes. **Motion passes unanimously.**

15 **7.0 B Economic Development Authority**

16 None.

17 **7.0 C Park Commission**

18 None.

19 **8.0 Department Reports**

20 **8.0 A Community Development**

21 **8.0 A.1 Property Split Consideration: 426 Birch Road NE**

22 Berg stated that on September 3, 2024, Melbran LLC purchased 426 Birch Road NE, which included
23 two additional vacant parcels. Melbran LLC is in the process of attempting to sell the properties
24 independently and during the title work a Warranty Deed from January 15, 2002, recorded on the
25 properties, states: It is a condition of this conveyance and covenant that shall run with the land,
26 burdening and benefiting the parties’ successors and assigns, that the two vacant parcels (by
27 property description), “shall not be conveyed separately from” 426 Birch Road NE (by description),
28 “without the prior consent of the City of East Bethel.”

29 Berg stated that City staff, with the assistance of Anoka County Assessor’s Office Staff, have searched
30 City and County records to determine what caused the restriction to be placed on the vacant parcels.
31 It is not clear how Lavonne Alford acquired the two vacant parcels however in her April 2012 will,
32 upon her death, gave, devised, and bequeathed the three properties to successors.

33 Berg noted that in 2017, Lavonna Alford passed away and John Alford, her son was awarded as the
34 Formal Appointed the Successor. Interest in the property was divided three ways according to the will
35 to Lavonna’s three sons. In 2002, one of the sons sold his interest to a brother leaving the property in
36 the interest of two of the siblings. In June 2024, the two brothers sold the properties to a new buyer
37 who subsequently put it back on the market and sold it to Melbran, LLC. which would like to sell the
38 properties separately leading to the discovery of the restriction of separation.

39 Berg stated that due to the smaller lot sizes in the neighborhood city staff requested that Melbran,
40 LLC. seek the advice of a septic designer to determine if the lot at 426 Birch Road. NE would be able
41 to support a replacement septic system should the existing system become noncompliant. Melbran,
42 LLC. contacted Casper’s Excavating who provided the opinion that a replacement system could be
43 installed in the existing area and meet all setbacks.

1 Berg stated that when 426 Birch Road NE was built in the 1980s, today's setbacks were not codified
 2 by ordinance in the Zoning Code. According to Sec. 51. – 7. A. – Coon Lake (CL) District requires new
 3 lots without sewer and water to be a minimum of 2 acres with a minimum buildable area for new lots
 4 is 23,000 sq feet. The total combined square footage of the two vacant lots, if separated from 426
 5 Birch Road NE, is approximately 19,166.4 square feet. The City has approved building on existing lots
 6 smaller than 2 acres in the past. City staff have mapped out the current setbacks on the vacant
 7 parcels for visual representation. These setbacks leave a maximum buildable area of approximately
 8 8,664.82 square feet. These two lots have a depression/low land area of approximately 2,649 square
 9 feet. Historical mapping shows that there is visible water ponding in the depression annually.
 10 Although not defined as a wetland this area should be surveyed to determine its borders and
 11 dimensions as it is included in the buildable area previously mapped out. In addition, the Coon Lake
 12 (CL) District has a Shoreland Overlay Zone limiting Impervious Surface Coverages at 25% which for the
 13 two vacant lots would be approximately 4,791.6 Sq Ft. In addition, the lots would need to have a
 14 septic system and meet all setbacks as required by Code or have approved variances for reductions.

15 Berg stated that if the division is approved, City staff recommend a certificate of survey and lot
 16 combination be required as a condition of approval to avoid the possibility of future divisions creating
 17 the need for additional variances and to best meet the requirements of today’s Zoning Code.

18 Berg stated that the City Council should review the request and consider approving or denying the
 19 request as presented in Resolution 2024-92.

20 **DeRoche stated I’ll make a motion to adopt Resolution 2024-92, approving a property split as**
 21 **required by recorded by Abstract No. 2419364.001 and Warranty Deed #1647942 on a property**
 22 **located at 426 Birch Road NE. Miller stated I’ll second.** Lewis asked any discussion? To the motion,
 23 all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes**
 24 **unanimously.**

25 **8.0 B Engineer Report**
 26 None.

27 **8.0 C City Attorney**

28 **8.0 C.1 Administrator Review Summary Statement from 11/25/24 Closed Session and Approval of 2025**
 29 **Administrator’s Contract**

30 **DeRoche stated I’ll make a motion to approve the Summary Statement from 11/25/2024 Closed**
 31 **Session. Miller stated I’ll second.** Lewis asked any discussion? To the motion, all in favor say aye.
 32 **All in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

33 **DeRoche stated I’ll make a motion to approve the 2025 Administrator’s Contract as presented.**
 34 **Miller stated I’ll second.** Lewis asked any discussion? To the motion, all in favor say aye. **All in**
 35 **favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

36 **8.0 D Finance**
 37 None.

38 **8.0 E Public Works**
 39 None.

40 **8.0 F Fire Department**
 41 None.

42 **8.0 G City Administrator Report**

43 **8.0 G.1 Resolution 2024-90, Anoka County Broadband Infrastructure Grant Program**

1 Look stated that this is a request to approve the Grant Agreement with Anoka County to receive
 2 \$1,019,800 for Broadband expansion. Federal guidelines require this agreement to be finalized before
 3 December 31, 2024, to be eligible to utilize the dollars. Project completion is required by the end of
 4 2026.

5 In 2023, Anoka County designated ARPA dollars to be used for broadband expansion in areas of
 6 Anoka County that are currently underserved with high-speed internet connection. Midco assembled
 7 a project that included the communities of East Bethel, Bethel, and Linwood. Conditional on the grant
 8 acceptance was a joint powers agreement between the 3 communities and Midco, to manage the
 9 project. After discussing with Staff, it was determined that East Bethel would provide the project
 10 management to help facilitate the receipt of grant dollars and completion of the project.

11 **Miller stated I'll make a motion to adopt Resolution 2024-93, accepting Anoka County Broadband**
 12 **Grant. Smith stated I'll second.** Lewis asked any discussion? To the motion, all in favor say aye. **All**
 13 **in favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

14 **8.0 G.2 Whispering Aspen Redevelopment Status Report**

15 Mundle stated that he will be abstaining from any discussion and voting for this item.

16 Look stated that they are seeking City Council guidance to empower them to work with the City
 17 Attorney to draft a letter to the principal, Mr. Mundle Sr., to address some of the open business
 18 issues.

19 Lewis asked if there had been a letter sent to the County Attorney. Look updated that the letter was
 20 sent but they have not received any response.

21 **DeRoche stated I'll make a motion to empower staff to work with the City Attorney to draft a**
 22 **letter. Miller stated I'll second.** Lewis asked any discussion? To the motion, all in favor say aye.
 23 **Lewis, DeRoche, Miller, Smith – Aye; Mundle - Abstain.** Lewis asked any opposed? That motion
 24 passes. **Motion passes.**

25 **9.0 – Other Items**

26 **9.0 A Staff Report**

27 Look clarified the invoice question for the Kenneth A. Tolzmann bill from the bill list.

28 Look stated that the Christmas tree lighting was very successful and well attended.

29 **9.0 B Council Reports**

30 DeRoche stated that a few people went out on Coon Lake yesterday and fell through, but everyone
 31 made it out safely.

32 **9.0 C Closed Session**

33 **9.0 C.1 Fire Chief Performance Review**

34 This item was removed from the agenda due to Fire Chief Sanow's sickness.

35 **10.0 Adjourn**

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

38 Meeting adjourned at 9:55 p.m.

39 Submitted by:

40 Lilian Rokosz

41 *TimeSaver Off Site Secretarial, Inc.*

APPLICATIONS FOR GARBAGE HAULERS LICENSE - 2025

Company	App. Rec'd/ OK	Pymt Rec'd	License #	Type of License: Commercial, Residential, or Both
Ace Solid Waste	X	X	G2025-01	Both
Curbside Waste, Inc.	X	X	G2025-02	Both
LePage & Sons, Inc.	X	X	G2025-04	Both
Walters Recycling & Refuse	X	X	G2025-03	Commercial
Waste Management (Blaine)			G2025-06	Commercial
Waste Management of MN (Cambridge)	X	X	G2025-05	Both

APPLICATIONS FOR CANNABINOID EDIBLES LICENSE - 2025

Company	Address	License App.	Pymt Rec'd	License #
Dino Mart #1	23705 Hwy 65 NE	X	X	CE2025-02
Kwik Trip #1171	18755 Sandhill Parkway NE	X	X	CE2025-01
Snak Atak #4	23733 Hwy 65 NE	X	X	CE2025-03
The Smoke Saloon	18429 Hwy 65 NE	X	X	CE2025-04

**City of East Bethel
2025 Proposed Fee Schedule**

Proposed Change

UTILITY OPERATION FEES

Water and Sewer - Access Charges

WATER SYSTEM ACCESS CHARGE-WHISPERING ASPEN	\$500	
SEWER SYSTEM ACCESS CHARGE-WHISPERING ASPEN	\$3,350	
SEWER SYSTEM ACCESS CHARGE- MET COUNCIL	\$3,185	

WATER SYSTEM ACCESS CHARGE-PHASE I WATER SYSTEM SERVICE AREA	\$3,600	
SEWER SYSTEM ACCESS CHARGE-PHASE I SEWER SYSTEM SERVICE AREA	\$2,000	
SEWER TRUNK CHARGE - PHASE 1 SEWER SYSTEM SERVICE AREA (USERS WITH ERU >1 or NON-RESIDENTIAL CONNECTIONS)	\$11,500	
SEWER SYSTEM ACCESS CHARGE- MET COUNCIL	\$3,185	

Water and Sewer - Connection Inspection Fees

CONNECTION INSPECTION (NEW OR REPAIR) - SEWER	\$80	
CONNECTION INSPECTION (NEW OR REPAIR) - WATER	\$80	

Water - Operational Charges

(1) Water use Charges - Whispering Aspen (Residential)

BASE CHARGE	\$18.77 PER MONTH	
USAGE CHARGES:		
0 - 5,000 GALLONS PER MONTH	\$10.60 PER 1,000 GALLONS	
5,000 - 10,000 GALLONS PER MONTH	\$12.72 PER 1,000 GALLONS	
OVER 10,000 GALLONS PER MONTH	\$15.26 PER 1,000 GALLONS	

(2) Water Use Charges – Phase I Water System Service Area (Residential and Commercial)

BASE CHARGE	\$17.50 PER ERU PER MONTH	
USAGE CHARGES:		
0 - 5,000 GALLONS PER MONTH	\$3.50 PER 1,000 GALLONS	
5,000 - 10,000 GALLONS PER MONTH	\$3.80 PER 1,000 GALLONS	
OVER 10,000 GALLONS PER MONTH	\$4.10 PER 1,000 GALLONS	

(3) Water Use Charges – Bulk Water Use

USAGE CHARGES:		
0 - xxx GALLONS PER MONTH	\$4.10 PER 1,000 GALLONS	

Sewer - Operational Charges

(1) Sewer Treatment - Residential and Commercial

BASE CHARGE	\$6.30 PER MONTH PER ERU	
USAGE CHARGE	\$6.70 PER 1,000 GALLONS	
<i>(Residential based on water use during January. If a residential water usage figure is not available 2,000 gallons will be used.)</i>		

(2) Sewer Treatment - Mobile Park (Greystone)

BASE CHARGE	\$1,190 PER MONTH	
USAGE CHARGE	\$6.70 PER 1,000 GALLONS	

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Other Charges

STREET LIGHTING CHARGE –WHISPERING ASPEN / VIKING PRESERVE	\$2.00 PER MONTH	
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**City of East Bethel
2025 Proposed Fee Schedule**

Proposed Change

FINAL METER READING FEE	\$25.00 PER OCCURRENCE	
WATER TURN ON/OFF FEE	\$75	
PENALTY CHARGES	Bills are due within 25 days from the date of billing. Bills not paid in full by the due date will pay a service charge of 10% of the current charges. Beginning 30 days after the due date, all unpaid balances will accrue interest at the rate of 1.5% per period. All amounts that are more than 30 days past due on the last day of November each year may be certified to the County Auditor as unpaid and delinquent. The certified amount, plus a service charge to pay for the assessment process, shall be extended as a tax lien on the respective property. This amount will be added to the following year's property tax assessment.	
TAX CERTIFICATION OF DELINQUENT ACCOUNTS	\$70.00	
GENERAL FEES		
ICE ARENA ADS		
ZAMBONI	\$2,500/year for a three year commitment	
DASHERS	\$1,200/year	
3x8 WALL	\$850/year	
8x8 WALL	\$1500/year	
IN-ICE	\$2,000/year	
IN-ICE Behind GOAL	\$1,000/year	
DATA INSPECTION FEE	No Cost	
NOTARY FEE	\$1	
Cost for Copies or Electronic Copies if 100 or fewer pages	.25 per page	
Cost for Colored Copies (if requested)	.50 per page	
Cost of Copies or Electronic Copies if over 100 pages	Actual cost of production, including copying costs and staff time to retrieve data	
CERTIFIED COPY	\$5.00 PER DOCUMENT	
FAX CHARGE (SEND OR RECEIVE)	\$1.00 PER PAGE	
CITY MAPS-COUNTY PROVIDED (IF CURRENT)	\$2	
CITY MAPS - 11 X 17	\$5	
CITY MAPS - 36 X 36	\$10	
VIDEOTAPE COPY OF MEETING	\$10	
RETURNED CHECK CHARGE	\$30	
ELECTION FILING FEE	\$5	
GARBAGE HAULER'S LICENSE	\$300	
TOBACCO RETAIL LICENSE	\$200	
CANNABINOID LICENSE	\$500	
BACKGROUND CHECK FOR CANNABINOID LICENSE	\$300	
STRAY ANIMAL PICKUP FEE: 8:00 A.M. - 7:00 P.M.	contracted	
STRAY ANIMAL PICKUP FEE: 7:00 P.M. - 8:00 A.M.	contracted	
ANIMAL BOARDING FEE	contracted	
POTENTIALLY DANGEROUS DOG REGISTRATION	\$250	
DANGEROUS DOG REGISTRATION	\$500	
LIQUOR LICENSES:		
3.2 LIQUOR ON SALE	\$250	
3.2 LIQUOR OFF SALE	\$150	
LIQUOR ON SALE - FULL YEAR	\$3,500	

**City of East Bethel
2025 Proposed Fee Schedule**

Proposed Change

LIQUOR ON SALE - SEASONAL	\$2,040	
LIQUOR OFF SALE***	\$380	
SUNDAY LIQUOR SALE	\$200	
WINE	\$500	
LICENSEE INVESTIGATION FEE	\$300	
BREWERY/TAPROOM ON-SALE	\$250	
OFF-SALE GROWLER	\$150	
MICRODISTILLERY OFF-SALE	\$380	
CATERER'S PERMIT FEE	\$20	
MASSAGE ESTABLISHMENT LICENSE		
INITIAL FEE	\$200	
ANNUAL RENEWAL FEE	\$100	
LICENSEE INVESTIGATION FEE	\$300	
MASSAGE THERAPIST LICENSE		
INITIAL FEE	\$100	
ANNUAL RENEWAL FEE	\$100	
LICENSEE INVESTIGATION FEE	\$300	
PAWNBROKER/SECONDHAND GOODS DEALER	\$5,000 ANNUAL FEE	
DEALER INVESTIGATION FEE	\$3,000	
TRANSACTION FEE	\$5 PER TRANSACTION	
TRANSIENT MERCHANT LICENSE	\$500 ANNUAL/\$250 60 DAYS \$1,000 ANNUAL/IF CITED FOR OPERATING WITHOUT A LICENSE \$1,000 ADDITIONAL/ \$85 30 day permit	
PEDDLER/SOLICITOR LICENSE		
APPLICATION INVESTIGATION FEE	\$50	
SEXUALLY ORIENTED BUSINESS LICENSE	\$10,000	
LICENSEE INVESTIGATION FEE	\$3,000	
VEHICLE DEALER LICENSE	\$350 ANNUAL FEE	
RIGHT OF WAY ACCESS FEE	\$300	
NUISANCE ABATEMENT	\$150 OR 25% OF ACTUAL COSTS, WHICHEVER IS GREATER + ACTUAL COSTS	
TAX CERTIFICATION OF NUISANCE ABATEMENT	\$70	

(c) The fee set by the jurisdiction issuing the license shall be reduced by \$100 if the following conditions are met:		
(1) the licensee agrees to have a private vendor train all employees within 60 days of hire and annually thereafter in laws pertaining to the sale of alcohol, the rules for identification checks, and the responsibilities of establishments serving intoxicating liquors;		
(2) the licensee agrees to post a policy requiring identification checks for all persons appearing to be 30 years old or less; and		
(3) a cash award and incentive program is established by the licensee, to award employees who catch underage drinkers, and a penalty program is established to punish employees in the event of a failed compliance check.		
CEMETERY FEES		
CEMETERY PLOTS	\$800	
CEMETERY DEED TRANSFER	\$15	
SUMMER PLOT INTERMENT	\$600	
WINTER PLOT INTERMENT (NOVEMBER 1 THRU MAY 1)	\$800	
SUMMER CREMATION PLOT INTERMENT	\$300	
WINTER CREMATION PLOT INTERMENT (NOVEMBER 1 THRU MAY 1)	\$400	
SUMMER INFANT PLOT INTERMENT	\$450	
WINTER INFANT PLOT INTERMENT	\$500	
ADDITIONAL INTERMENT FEE, IF AFTER HOURS (AFTER 3:00 MONDAY - FRIDAY, ALL SATURDAYS, SUNDAYS & HOLIDAYS)	\$100	

**City of East Bethel
2025 Proposed Fee Schedule**

Proposed Change

MARKER SETTING FEE

\$50

PLANNING AND ZONING FEES

ESCROW FEES

DRIVEWAY ESCROW

\$5,200

LANDSCAPE PLAN ESCROW

\$6,600

SEPTIC ESCROW

125% OF THE COST OF THE HIGHEST OF TWO INSTALLATION BIDS
COST BASED ON RECOMMENDATION OF THE CITY ENGINEER

SIDEWALK ESCROW (WHISPERING ASPEN)

GRADING AND MINING FEES

GRADING PERMIT (BETWEEN 500 AND 1,000 CUBIC YARDS)

\$50 + CONSULTING FEES + \$500 Escrow Required

MINOR MINING (BETWEEN 1,000 AND 5,000 CUBIC YARDS)

\$500 + CONSULTING FEES; \$1,000 ESCROW REQUIRED

MAJOR MINING (GREATER THAN 5,000 CUBIC YARDS)

\$1,000 + CONSULTING FEES; \$1,500 ESCROW REQUIRED

LAND USE FEES

CONDITIONAL USE PERMIT

\$500 + CONSULTING FEES; \$500 ESCROW REQUIRED

CONDITIONAL USE PERMIT AMENDMENT

\$300 + CONSULTING FEES; \$500 ESCROW REQUIRED

INTERIM USE PERMIT

\$300 + CONSULTING FEES; \$300 ESCROW REQUIRED

INTERIM USE PERMIT AMENDMENT

\$300 + CONSULTING FEES; \$300 ESCROW REQUIRED

INTERIM USE PERMIT RENEWAL

\$50

ADMINISTRATIVE HOME OCCUPATION PERMIT

\$50

VACATION

\$200 + CONSULTING FEES; \$1,000 ESCROW REQUIRED

VARIANCE

\$300 + CONSULTING FEES; \$500 ESCROW REQUIRED

LOT DIVISION FEES

ADMINISTRATIVE SUBDIVISION

\$300 + CONSULTING FEES; \$1,000 ESCROW REQUIRED

METES AND BOUNDS SPLIT

\$300 + CONSULTING FEES; \$1,000 ESCROW REQUIRED

CONCEPT PLAN REVIEW

\$500 + CONSULTING FEES; \$500 ESCROW REQUIRED

PRELIMINARY PLAT

\$500 + \$25.00/lot + CONSULTING FEES; \$5,000 ESCROW REQUIRED

FINAL PLAT

\$300 + CONSULTING FEES + \$1,000 Escrow + \$50/LOT IF NEW ROAD

PLANNED UNIT DEVELOPMENT

\$700 + CONSULTING FEES; \$1,000 ESCROW REQUIRED

PLANNED UNIT DEVELOPMENT AMENDMENT

\$300 + CONSULTING FEES; \$500 ESCROW REQUIRED

PARK DEDICATION - COMMERCIAL

\$2000 per acre

PARK DEDICATION - RESIDENTIAL

\$2000 per single family lot

PARK DEDICATION - MULTI-FAMILY RESIDENTIAL

\$1500 per unit w/ credit for developer provided facilities

REVIEW FEES

ENVIRONMENTAL REVIEW

\$350; \$650 ESCROW REQUIRED

FLOODPLAIN REVIEW

\$150 + CONSULTING COSTS

SITE PLAN REVIEW

\$500 + CONSULTING FEES; \$1,000 ESCROW REQUIRED

WETLAND REVIEW

\$150 + CONSULTING COSTS

ZONING FEES

ZONING MAP AMENDMENT

\$1,000 + CONSULTING FEES; \$1,000 ESCROW REQUIRED

ZONING TEXT AMENDMENT

\$500 + CONSULTING FEES; \$500 ESCROW REQUIRED

MISC. PLANNING FEES

COMPREHENSIVE PLAN AMENDMENT

\$1,000 + CONSULTING FEES; \$1,000 ESCROW REQUIRED

CONSULTING FEES

ACTUAL COSTS BILLED TO THE CITY; ENGINEERING, LEGAL, ETC.

COUNTY FILING FEE REIMBURSEMENT

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DOCUMENT - COMPREHENSIVE PLAN

\$40

DOCUMENT - ZONING ORDINANCE

\$40

OUTDOOR ENTERTAINMENT PERMIT

\$150

City of East Bethel
2025 Proposed Fee Schedule

Proposed Change

STREET SIGN	ACTUAL COSTS BILLED TO THE CITY FOR THE SIGN AND A \$25 INSTALLATION FEE	
TEMP/SEASONAL OUTDOOR SALES PERMIT / CERTIFICATE OF COMPLIANCE	\$150	
TEMPORARY SIGN PERMIT - BEFORE SIGN PLACEMENT	\$40 IF APPROVED BEFORE PLACEMENT / \$80 IF APPROVED AFTER PLACEMENT	
TAX INCREMENT FINANCING APPLICATION FEE	\$3,000 + CONSULTING FEES;\$12,000 ESCROW REQUIRED	
ZONING VERIFICATION LETTER	\$50	
CODE ENFORCEMENT FEES		
ADMINISTRATIVE CITATION - FIRST CITATION	\$50	
ADMINISTRATIVE CITATION - SECOND CITATION	\$100	
ADMINISTRATIVE CITATION - THIRD CITATION	\$250	
ADMINISTRATIVE CITATION	AFTER THE THIRD CITATION, THE CASE WILL BE SUBMITTED TO THE CITY ATTORNEY TO BE RESOLVED THROUGH THE COURT SYSTEM	
ADMINISTRATIVE HEARING - HEARING REQUEST FILING FEE	\$100	
ADMINISTRATIVE HEARING - HEARING FEE	\$100, HEARING FEE AND COSTS INCURRED THROUGHOUT THE HEARING PROCESS SHALL BE PAID BY THE PARTY WHO DOES NOT PREVAIL, NOT TO EXCEED \$300	
BUILDING INSPECTION FEES		
RESIDENTIAL BUILDING FEES		
ACCESSORY BUILDING PERMIT	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
ADDITION PERMIT	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
ALTERATION	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
BASEMENT FINISH PERMIT	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
DECK	\$150	
DEMOLITION / BLDG OR PARTIAL	\$100	
DRIVEWAY PERMIT	\$100	
FENCE OVER 6FT PERMIT or FENCE CERTIFICATE	\$100	
FIRE ALARM SYSTEM	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE	
FIRE SPRINKLER INSTALLATIONS	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE	
FIREPLACE PERMIT	\$100/RESIDENTIAL PROPERTY	
FUEL TANK PERMIT – ADDING OR REMOVING	\$100/RESIDENTIAL PROPERTY	
GARAGE PERMIT – ATTACHED/DETACHED	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
MANUFACTURED HOME INSTALLATION PERMIT	\$150	
MECHANICAL HVAC PERMIT (Residential)	\$100	
NEW CONSTRUCTION	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
NEW CONSTRUCTION – WHISPERING ASPENS / VIKING PRESERVE	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A WITH SAC, WAC, WATER METER AND CONNECTION, AND STREET IMPROVEMENT CHARGES.	
RESIDENTIAL PLUMBING PERMIT		
- Water Heater or Water Softener	\$100	
- New and Existing Single Family Residential	\$100	
POOL PERMIT – ABOVE GROUND	\$100	
POOL PERMIT – BELOW GROUND	\$100	
REMODEL PERMIT	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
REPAIR PERMIT	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
RESIDENTIAL ROOFING PERMIT	\$100	
SEPTIC - REPAIR	\$100	
SEPTIC PERMIT – ALTERNATIVE (TYPE IV) SYSTEM	\$200 plus actual cost of plan review / inspections or \$300.00 minimum	
SEPTIC PERMIT - NEW CONSTRUCTION/REPLACEMENT	\$300	
SEPTIC PUMPING PERMIT	\$5	
SEPTIC TANK/HOLDING TANK PERMIT	\$100	
RESIDENETIAL SIDING PERMIT	\$100	
THREE SEASON OR PORCH	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
WATERPROOFING PERMIT	\$100	
WINDOWS/DOORS – NO CHANGE TO OPENING SIZE PERMIT	\$100	
WINDOWS/DOORS – CHANGE TO OPENING SIZE PERMIT	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	

City of East Bethel
2025 Proposed Fee Schedule

Proposed Change

MISCELLANEOUS BUILDING FEES

CELL TOWER PERMIT	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
FINE FOR FAILING TO OBTAIN REQUIRED PERMIT	EQUAL TO THE CALCULATED PERMIT FEE AMOUNT	
MISC FEE	\$1	
MISC PERMITS THAT DO NOT REQUIRE PLAN REVIEW	\$100	
MISC PERMITS THAT DO REQUIRE PLAN REVIEW	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
PLAN CHECK	65% OF BUILDING PERMIT FEE	
RE-INSPECTION/ADMINISTRATIVE FEE	\$100 PER INSPECTION	
SPECIAL INSPECTIONS - HOURLY RATE	\$100	
VERIFICATION OF STATE CONTRACTOR LICENSE	\$5	

COMMERCIAL BUILDING FEES

COMMERCIAL CONSTRUCTION PERMIT FEES	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
COMMERCIAL FIREPLACE PERMIT	\$100/FIREPLACE	
COMMERCIAL FUEL TANK PERMIT – ADDING OR REMOVING	\$100/TANK	
COMMERCIAL MECHANICAL HVAC PERMIT	\$100 OR 1.5% OF VALUATION, WHICHEVER IS GREATER	
COMMERCIAL PLUMBING PERMIT	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
COMMERCIAL SEPTIC PERMIT	\$200.00 PLUS ACTUAL COST OF PLAN REVIEW / INSPECTIONS OR \$300.00 MINIMUM	
COMMERCIAL SIDING PERMIT	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	
COMMERCIAL ROOFING PERMIT	CALCULATED BASED ON VALUATION PER 1997 UBC Table 1-A	

RENTAL FEES

RENTAL INSPECTION FEE	\$50.00 PER UNIT	
RENTAL LICENSE FEE	\$25 PER APPLICATION	
RENTAL LATE FEE	\$25 PER APPLICATION	
RENTAL TRANSFER FEE	\$25 PER APPLICATION	
RENTAL REINSTATEMENT FEE	\$75 PER APPLICATION	
RENTAL RENEWAL FEE	\$50 PER APPLICATION (INCLUDES INSPECTION)	
If work starts before the permit is issued	Double permit fee	

FIRE DEPARTMENT FEES

FIRE RESPONSE REIMBURSEMENTS:		
MOTOR VEHICLE ACCIDENTS	\$300	
PUBLIC UTILITY EMERGENCY SERVICE AND HAZARDOUS		
MATERIAL SPILL OR LEAK:		
LABOR CHARGE	\$30/HOUR + COST OF MATERIALS	
TRUCK CHARGE	\$150/HOUR/TRUCK	
COMMERCIAL INSPECTIONS:		
INITIAL & 1ST RE-INSPECTION	NO CHARGE	
EACH ADDITIONAL RE-INSPECTION	\$90 PER OCCURRENCE	
FALSE ALARMS - EACH OCCURRENCE		
AFTER 2 FALSE ALARMS WITHIN A CALENDAR YEAR	\$200	
PLAN REVIEWS:		
FIRE ALARM SYSTEMS	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE CODE	
FIRE SPRINKLER INSTALLATIONS	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE CODE	
FIRE ROADS AND DRIVEWAYS	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE CODE	
NEGLIGENT AND OR NONPERMISABLE FIRES	\$250 PER OCCURRENCE	
TAX CERTIFICATION OF UNPAID FIRE CHARGES	\$70	

RECREATIONAL FEES

ICE ARENA	City Council Packet, Page 36	
ICE ARENA ICE RENTAL - PRIME TIME	\$210/HR	Changed from \$192 per hour
ICE ARENA ICE RENTAL - NON PRIME TIME	NEGOTIABLE	

**City of East Bethel
2025 Proposed Fee Schedule**

		Proposed Change
LOCKER ROOM RENTAL	\$7,500	
DRY FLOOR EVENTS	NEGOTIABLE	
PARKS		
PAVILIONS/SHELTERS - NON RESIDENT	\$50/DAY; \$100 DEPOSIT	
PAVILIONS/SHELTERS - RESIDENT	\$100 DEPOSIT	
IRRIGATED BALLFIELDS - NON RESIDENT	\$20/DAY; \$100 DEPOSIT	
IRRIGATED BALLFIELDS - RESIDENT	\$20/DAY; \$100 DEPOSIT	
IRRIGATED BALLFIELDS; TOURNAMENT	\$350/TOURNAMENT; \$200 DEPOSIT	
NON IRRIGATED BALLFIELDS - NON RESIDENT	\$10/DAY; \$100 DEPOSIT	
NON IRRIGATED BALLFIELDS - RESIDENT	\$100 DEPOSIT	
NON IRRIGATED BALLFIELDS - TOURNAMENT	\$50/FIELD; \$100 DEPOSIT	
CONCESSION STAND; SAA SEASON, MONDAY-FRIDAY	\$1,000/SEASON	
CONCESSION STAND; WEEKEND TOURNAMENTS	\$300/WEEKEND; \$300 DEPOSIT	
CONCESSION STAND; ONE DAY FEE NON TOURNAMENT	\$50/DAY	
WHISPERING ASPEN COMMUNITY CTR - NON RESIDENT	\$50/DAY; \$100 DEPOSIT	
WHISPERING ASPEN COMMUNITY CTR - RESIDENT	\$100 DEPOSIT	

EXTRACTED FROM 1997 UNIFORM BUILDING CODE

TABLE NO. 1-A – BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$500	\$23.00
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours	\$47.00 per hour*
2. Reinspection fees assessed under provisions of Section 305.8	\$47.00 per hour*
3. Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$47.00 per hour*
4. Additional plan review required by changes, additions or revisions to plans	\$47.00 per hour*
5. For use of outside consultants for plan checking and inspections, or both	Actual costs **

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

** Actual costs include administrative and overhead costs.

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.

- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

2015 IBC VALUATION SCHEDULE

Square Foot Construction Costs ^{a, b, c}

WOOD FRAME CONST. CATEGORY

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	233.95	225.89	220.42	211.39	198.92	193.15	204.70	181.63	174.97
A-1 Assembly, theaters, without stage	214.40	206.35	200.88	191.84	179.53	173.76	185.16	162.23	155.58
A-2 Assembly, nightclubs	182.86	177.56	173.06	166.05	156.54	152.22	160.22	141.73	136.94
A-2 Assembly, restaurants, bars, banquet halls	181.86	176.56	171.06	165.05	154.54	151.22	159.22	139.73	135.94
A-3 Assembly, churches	216.47	208.41	202.95	193.91	181.79	176.02	187.23	164.50	157.85
A-3 Assembly, general, community halls, libraries, museums	180.57	172.51	166.04	158.00	144.89	140.11	151.32	127.59	121.94
A-4 Assembly, arenas	213.40	205.35	198.88	190.84	177.53	172.76	184.16	160.23	154.58
B Business	186.69	179.79	173.86	165.19	150.70	145.02	158.70	132.31	126.48
E Educational	197.52	190.73	185.77	177.32	165.32	156.97	171.23	144.39	140.26
F-1 Factory and industrial, moderate hazard	111.86	106.71	100.58	96.68	86.77	82.81	92.61	72.75	68.09
F-2 Factory and industrial, low hazard	110.86	105.71	100.58	95.68	86.77	81.81	91.61	72.75	67.09
H-1 High Hazard, explosives	104.68	99.53	94.40	89.50	80.80	75.84	85.43	66.78	N.P.
H234 High Hazard	104.68	99.53	94.40	89.50	80.80	75.84	85.43	66.78	61.12
H-5 HPM	186.69	179.79	173.86	165.19	150.70	145.02	158.70	132.31	126.48
I-1 Institutional, supervised environment	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
I-2 Institutional, hospitals	314.17	307.27	301.34	292.67	277.18	N.P.	286.18	258.79	N.P.
I-2 Institutional, nursing homes	217.67	210.77	204.84	196.17	182.68	N.P.	189.68	164.29	N.P.
I-3 Institutional, restrained	212.42	205.52	199.59	190.92	177.93	171.25	184.43	159.54	151.71
I-4 Institutional, day care facilities	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
M Mercantile	136.25	130.95	125.45	119.44	109.43	106.11	113.60	94.63	90.83
R-1 Residential, hotels	189.35	182.99	177.74	170.33	156.80	152.58	170.42	140.62	136.29
R-2 Residential, multiple family	158.84	152.48	147.23	139.81	127.05	122.83	139.91	110.87	106.54
R-3 Residential, one- and two-family ^d	148.17	144.14	140.42	136.90	131.89	128.41	134.60	123.40	116.15
R-4 Residential, care/assisted living facilities	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
S-1 Storage, moderate hazard	103.68	98.53	92.40	88.50	78.80	74.84	84.43	64.78	60.12
S-2 Storage, low hazard	102.68	97.53	92.40	87.50	78.80	73.84	83.43	64.78	59.12
U Utility, miscellaneous	80.38	75.90	71.16	67.61	60.99	57.00	64.60	48.23	45.92

(GARAGES & ACCESSORY STRUCTURES)

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$21.00 per sq. ft.

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

RESOLUTION NO. 2024-94

**A RESOLUTION MODIFYING FEES TO BE COLLECTED BY THE CITY OF
EAST BETHEL IN 2025**

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: this resolution establishes that the Fee Schedule is hereby modified to the attached starting January 1, 2025.

Adopted this 23rd day of December, 2024 by the City Council of the City of East Bethel.

Kevin Lewis, Mayor

ATTEST:

Matt Look, City Administrator

**AMERICAN RESCUE PLAN ACT (ARPA)
BROADBAND INFRASTRUCTURE GRANT PROGRAM**

SUBRECIPIENT AGREEMENT

between

THE COUNTY OF ANOKA

AND

THE CITY OF EAST BETHEL

This Project Agreement (hereinafter referred to as the "Agreement") is entered into as of the last date executed below, between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Ave., Anoka, MN 55303 (hereinafter referred to as the "County"), and the City of East Bethel, a municipal corporation under the laws of the State of Minnesota, 2241 221st Ave NE, East Bethel, MN 55101 (hereinafter referred to as the "Agency"):

RECITALS

- A. The County of Anoka is a Grantee of certain federal funds under the American Rescue Plan Act (ARPA), Public Law 117-2, signed into law on March 11, 2021, and all implementing rules and regulations applicable to the State and Local Fiscal Recovery Fund (SLFRF), CFDA number 21.027, established under ARPA.
- B. On October 22, 2024, the Anoka County Board of Commissioners authorized the County Administrator and Chair of the Anoka County Board to enter into an agreement for the allocation of American Rescue Plan Act – State and Local Fiscal Recovery Funds for broadband expansion, being distributed under the Revenue Loss Category.
- C. The City of East Bethel has received a proposal from Midco, an internet service provider (ISP), seeking assistance funding broadband infrastructure expansion and improvement in the Cities of East Bethel and Bethel, and the township of Linwood to 177 un/underserved addresses.
- D. The County will provide the Agency an amount up to \$1,019,800 as a reimbursement to the City of East Bethel to provide Broadband infrastructure improvements, consistent with the guidance promulgated by the U.S. Department of Treasury to un/underserved addresses.
- E. The Agency agrees to enter into agreements with the City of Bethel and township of Linwood to provide funding for broadband expansion and improvement under this agreement within their respective boundaries.
- F. The Agency agrees to enter into an agreement with a provider to build out the Broadband Infrastructure with consistent and reliable broadband services with upload and download speeds of at least 100 Mbps to unserved and underserved addresses within the boundaries of the City of East Bethel, and within the boundaries of the City of Bethel and the township of Linwood, to the extent authorized by agreements between the Agency and said municipalities.

- G. The Agency will submit for reimbursement of one-half of the agreed upon amount when the project is 50% complete, and the final half of the agreed upon amount upon completion of the project, no later than October 31, 2026.
- H. The parties acknowledge the intended outcome of this program under ARPA-SLFRF is to promote the implementation of broadband infrastructure investments and provide service to unserved or underserved households or businesses within Anoka County.
- I. The attached exhibits as listed below are hereby incorporated in this Agreement and made a part hereof:

PART I.	GENERAL CONDITIONS
PART II.	FEDERAL AND LOCAL PROGRAM APPLICATION AND REQUIREMENTS
PART III.	EVALUATION AND RECORD KEEPING
Attachment A	Insurance Requirements
Exhibit A	Disbursement Request Form
Exhibit B	Required Federal Clauses for Subcontractors
<u>Appendices:</u>	
Appendix A	Byrd Anti-Lobbying Certification
Appendix B	Debarment/Suspension Certification
Appendix C	Certification of Non-Conflict of Interest
Appendix D	Socioeconomic Report Form

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PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

- a. ARPA funds available to the Agency through this Agreement constitute a reimbursement to the Agency for the completion of the project, which includes the Agency contracting with a provider to build-out broadband infrastructure to unserved and underserved addresses within the Agency's boundaries. This Agreement includes terms and conditions that are imposed on the Agency, and the Agency agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.
- b. The Agreement between the parties shall consist of the signature page, the general conditions; the program requirements; the evaluation and record keeping requirements, each and every project exhibit incorporated into the Agreement; disbursement form with outcome and reporting data, all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The Agency shall perform and carry out in a satisfactory and proper manner the services set forth in the Agreement and all Exhibits/Appendices attached hereto. In the case of multiple projects, each project shall correspond to a separate exhibit. This Agreement may be amended from time to time, in accordance with the general conditions, for the purpose of adding new projects, amending the scope of work, or for any other lawful purpose.

3. INCORPORATION OF RECITALS, EXHIBITS

The Recitals set forth in this Agreement, and all Exhibits and appendices attached are hereby incorporated by reference as if set forth in full in the body of this Agreement. All references hereafter to the "Agreement" shall refer collectively to all contract documents, including those incorporated by reference.

4. COMMENCEMENT AND COMPLETION OF PROJECTS

The Agency will be responsible to contract with a qualified vendor to perform proper services to implement the project in a successful and timely manner. The Project must be complete and final disbursement request made by October 31, 2026. The contracting process should follow the Agency's procurement requirements in accordance with Minnesota State Statutes.

5. ADMINISTRATION

- a. The Agency shall appoint a liaison person who shall be responsible for overall administration of the project in coordination with the County. The Agency shall also designate one or more representatives who shall be authorized to sign the *Disbursement Request Form*. The name of the authorized representative shall be specified in **Exhibit A**.

6. COMPENSATION AND METHOD OF PAYMENT

- a. The County shall reimburse the Agency for the services specified in the exhibits in an amount specified by this agreement and set forth in **Exhibit A**. Reimbursement requests shall be submitted on a *Disbursement Request Form*, signed by the Agency's authorized representative and must include all required supporting documentation for outcome data and reports consistent with the federal funding requirements.
- b. The Agency must submit a properly executed *Disbursement Request Form* to the County. The County will make payment to the Agency not more than thirty (30) days after said invoice and required supporting documentation are received and approved by Anoka County. It is the

Agency's sole responsibility to conduct its business and engage in services/contracts. The County will issue a statement of correction voucher in the event the voucher request is erroneous. Payment does not constitute absolute approval.

- c. Federal law requires that the federal funds allocated to this project must be disbursed no later than December 31, 2026. The County requires Agency reimbursement requests to be completed no later than October 31, 2026 (as specified in Exhibit A). **Any funds committed but not spent by the end of this Agreement's term may not be reimbursed to the Agency by the County.**

7. OPERATING BUDGET

The Agency shall apply the funds received from the County under this Agreement in accordance with the requirements of this Agreement and the Exhibits attached hereto.

8. MODIFICATIONS / AMENDMENTS

Either party may request modifications in the scope of services, terms, or conditions of this Agreement. Proposed modifications that are mutually agreed upon shall only be valid if incorporated by written amendment to this Agreement. A written amendment may affect a project or projects authorized by this Agreement or may be of general application. In no way, will the amount of reimbursement be adjusted within this agreement.

9. ASSIGNMENT AND SUBCONTRACTING

- a. The Agency shall not assign any portion of this Agreement without the written consent of the County.
- b. Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement and proper bidding procedures contained therein. The Agency agrees that it is as fully responsible to the County for the acts and omissions of its contractors and subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.
- c. **Agency must include required federal clauses in any subcontracts or lower tier contracts using federal funds, in such form as contained in the application and set forth in Exhibit B.**

10. HOLD HARMLESS AND INDEMNIFICATION

- a. The Agency shall, to the greatest extent permitted by law, hold harmless, indemnify, and defend the County, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys' fees), losses, damages or lawsuits for damages arising from or related to the services to be provided under this Agreement, including but not limited to the negligence of the Agency or any contractors/subcontractors, entities, or persons for which the Agency is legally responsible.
- b. The Agency further agrees that it is financially responsible (liable) for any audit exception that occurs due to its negligence or failure to comply with the terms of the Agreement.

11. INSURANCE

- a. Agency agrees that, at all times during this Contract in order to protect itself as well as the County under Section 10. HOLD HARMLESS AND INDEMNITY, it will have and keep in force the insurance, and will comply with the terms and conditions, specified in Attachment A.
- b. Agency agrees to notify the County about any claim made against Agency related to services provided under this contract.

- c. Agency will allow the County to examine records related to a claim related to services provided to an individual or family pursuant to a Purchase of Service Agreement under this contract.

12. CONFLICT OF INTEREST

- a. Interest of Officers, Employees, or Agents - No employee, agent, consultant, officer, or elected or appointed official of the Agency who exercises any functions or responsibilities with respect to Grant Program activities assisted under this Program or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- b. Interest of Subcontractor and Their Employees - The Agency agrees that it will execute the required Certification of Non-Conflict of Interest attached as an Appendix to this Agreement, and will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Grant Program has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Agency and the County.

13. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the Provider's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 2003, Section 13.01 et seq. or any other applicable State statutes and any State rules adopted to implement the Act, as well as State statutes and Federal regulations on data privacy. The Provider agrees to abide by these statutes, rules, and regulations and as they may be amended.

14. TERMINATION

- a. Termination for Cause. This Agreement is subject to termination upon thirty (30) days written notice by the County should:
 - (1) The Agency mismanage or make improper or unlawful use of Agreement funds;
 - (2) The Agency fail to comply with the terms and conditions expressed herein or the applicable regulations and directives of the Federal Government, State, or County;
 - (3) The Agency fail to provide work or services expressed by this Agreement; or
 - (4) The Agency fail to submit reports or submit incomplete or inaccurate reports in any material respect.
- b. Termination for Convenience. The County may terminate this contract, in whole or in part, at any time by written notice to the Agency when it is in the Government's best interest. The Agency shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Agency shall promptly submit its termination claim to County

to be paid the Agency. If the Agency has any property in its possession belonging to the County, the Agency will account for the same, and dispose of it in the manner the County directs.

- c. This Agreement may be terminated by the County immediately upon the receipt by the County of notice of the loss of federal funding for the Broadband Infrastructure Program or any project of the Agency.
- d. Otherwise, this Agreement shall terminate on the latest termination date specified on the Exhibit(s) attached hereto and shall be subject to extension only by mutual agreement and amendment in accordance with the General Conditions of this Agreement except the County may terminate the agreement if funds are not expended as required.
- e. Upon termination of this Agreement, any unexpended balance of Agreement funds shall remain in the County unless/until reallocated by the County or returned to Treasury.
- f. In the event that termination occurs under paragraph a (1) of this section, the Agency shall return to the County all funds which were expended in violation of the terms of this Agreement.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. GENERAL REQUIREMENTS

The Agency shall comply with the American Rescue Plan Act (ARPA), Public Law 117-2, signed into law on March 11, 2021, and all implementing rules and regulations applicable to the Coronavirus State Fiscal Recovery Fund (CSFRF) and the Coronavirus Local Fiscal Recovery Fund (CLFRF), CFDA number 21.027, established under the American Rescue Plan Act.

2. PROCUREMENT STANDARDS

In awarding contracts pursuant to this Agreement, the Agency shall comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the Agency shall comply with the requirements of the U.S. Office of Management and Budget Code of Federal Regulations 2 CFR part 200 as appropriate, relating to bonding, insurance and procurement standards; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over Ten Thousand and no/100 Dollars (\$10,000.00). Where federal standards differ from local or state standards, the stricter standards shall apply. The federal standard of Ten Thousand and no/100 Dollars (\$10,000.00) for competitive bidding shall apply only if the applicable state or local standard for competitive bidding is less strict than Ten Thousand and no/100 Dollars (\$10,000.00).

3. ENVIRONMENTAL REVIEW

- a. NEPA Exemption - Pursuant to U.S. Treasury guidance, a National Environmental Policy Act (NEPA) exemption is in place for the administration of ARPA funds. Agency may still be subject to NEPA review if it also receives funding from other federal financial assistance programs where no exemption applies.
- b. State Environmental Policy Act - Agencies that are branches of government under Minnesota Law, retain responsibility for fulfilling the requirements of the State Law regarding environmental policy and conservation, and regulations and ordinances adopted thereunder. If the agency is not a branch of government under Minnesota Law, the County may require the agency to furnish data, information and assistance as necessary to enable the County to comply with the State Environmental Policy Act.

4. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government. The Purchaser and Agency acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Agency, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Agency agrees to include the above clause in each subcontract financed in whole or in part with ARPA federal funding. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA (ARPA) financial assistance will be used to fund all or a portion of the above-referenced contract. By accepting this contract, the Agency agrees to comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. **The federal requirements made part of the underlying contract between Anoka County and Agency must also be included in any subcontracts or lower tier contracts using federal funds, in such form as contained in Exhibit B.**

6. LOBBYING

The Lobbying requirements mandate the maximum flow down at every contracting tier, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Agencies who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Agency must sign and submit to the non-federal entity the certification attached hereto as an Appendix.

(To be submitted with each contract exceeding \$100,000)

7. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

Clean Air: The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Agency agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

The Agency also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided to the County under ARPA.

Federal Water Pollution Control Act:

The Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Agency agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

By entering into this agreement, the Agency agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through ARPA.

8. SUSPENSION AND DEBARMENT

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Agency is required to verify that none of the Agency's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- c. This certification is a material representation of fact relied upon Agency/contractor. If it is later determined that the Agency did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Agency shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Agency also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate and to the extent consistent with federal law, including 2 C.F.R. § 200.322, the Agency should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:

- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. SOCIOECONOMIC AFFIRMATIVE STEPS (2 C.F.R. § 200.321)

In the performance of this contract, the Agency must take all necessary affirmative steps to make sure small and minority businesses, women-owned enterprises, and labor surplus area firms are used when possible (see [PDAT Field Manual](#) for definitions). Affirmative steps must include at least the following six steps:

- (1) Placing qualified small and minority businesses and women’s business enterprises on bidding/solicitation lists;
- (2) Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring all subcontractors (if subcontracts are permitted) to take the same affirmative steps as listed in numbers 1 through 5 above.

The Agency and Contractors must complete a Socioeconomic Report Form or otherwise demonstrate activities relevant to the above affirmative requirements.

12. DHS SEAL, LOGO, AND FLAGS

The Agency shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Agency acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Agency’s actions pertaining to this contract.

14. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to all underlying contracts. The Agency also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Agency agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Agency agrees to refrain from discrimination against present and prospective employees for reason of age.
- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

15. BREACHES AND DISPUTE RESOLUTION

- a. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of County. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Agency mails or otherwise furnishes a written appeal to the County Purchasing Manager. In connection with any such appeal, the Agency shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County Purchasing Manager shall be binding upon the Agency and the Agency shall abide by the decision.
- b. **Performance During Dispute** - Unless otherwise directed by County, Agency shall continue performance under this Contract while matters in dispute are being resolved.
- c. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. **Venue** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Agency arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the State of Minnesota, County of Anoka.
- e. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County, Officers, agents or contractors shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

- (1) **Overtime requirements.** No Agency or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Agency and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Agency and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Agency or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Agency or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The Agency or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

17. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to the underlying contract:

- 1) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Agency agrees to refrain from discrimination against present and prospective employees for reason of age.
- 2) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
- 3) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Agency agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Agency agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. HISTORIC PRESERVATION

The Agency shall meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR pt. 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR pt. 58.

19. NONPARTICIPATION IN POLITICAL ACTIVITIES

The Agency shall comply with the provisions of the Hatch Act (5 USC Chapter 15).

20. NON-SUBSTITUTION FOR LOCAL FUNDING

The ARPA Funding made available under this Agreement shall not be utilized by the Agency to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

21. PUBLIC OWNERSHIP

For agencies which are not municipal corporations organized under the laws of the State of Minnesota, it may become necessary to grant the County a property interest where the subject project calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements. The Agency shall comply with current County policy regarding transfer of a property interest sufficient to meet the public ownership requirement.

22. PUBLIC INFORMATION

In all news releases and other public notices related to projects funded under this Agreement, the Agency shall include information identifying the source of funds as the Anoka County Broadband Grant Program.

23. APPLICABLE UNIFORM ADMINISTRATIVE REQUIREMENTS

An Agency (recipients and sub-recipients) including public agencies shall comply with the requirements and standards of the Office of Management and Budget, Code of Federal Regulations 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Regulations available at www.ecfr.gov and www.cfo.gov/cofar.

24. OTHER TERMS AND CONDITIONS OF THE FEDERAL AWARD

A. General Compliance

The Agency shall comply with all applicable provisions of the ARPA, Public Law No. 116-136 that govern the use of Federal funds available under this Agreement. The Agency shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the ARPA funds in complying with its obligations under this Agreement, regardless of whether ARPA funds are made available to the Agency on an advance or reimbursement basis.

B. Duplication of Grant Funds

The Agency shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of grant awards for the same or similar expenses of any kind. If Grantee determines grant funds were received for duplicate services/expenses reimbursed by other sources, Agency shall immediately repay Grantee the amount of grant funds awarded for such duplicate activities.

C. Client Data and Other Sensitive Information

The Agency must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected

personally identifiable information, as defined in 2 CFR §200.82, and other information the Grantee designates as sensitive or the Agency considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

D. Close-Out

The Agency shall closeout its use of the ARPA funds and its obligations under this Agreement by complying with the closeout procedures provided by Grantee's Program Administrator. Activities during this close-out period may include, but are not limited to: making final payments, return of all unused materials, equipment, unspent funds to the Grantee, and determining the custodianship of records. Any close-out responsibilities of the Agency receiving federal grant funds shall survive termination of this Agreement.

PART III. EVALUATION, AUDIT, RECORD KEEPING

1. EVALUATION / OUTCOMES

The Agency agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process. (See Exhibit A for Outcome Reporting Requirements)

2. ACCESS TO RECORDS / RIGHT TO AUDIT

a. The following access to records requirements apply to this contract:

- (1) The Agency agrees to provide Anoka County, the FEMA (ARPA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Agency which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Agency agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Agency agrees to provide the FEMA (ARPA) Administration or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County of Anoka and the Agency acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA or ARPA Administrator or the Comptroller General of the United States.
- (5) Access to records and documents with respect to all matters covered by this Agreement shall continue during the performance of this Agreement and during the period of retention specified in this Part III.

b. Single Audit

The Subrecipient may be audited to verify all or parts of the Subrecipient's Federal awards expended during the respective performance period upon request by federal, state, or local auditors. As needed, Subrecipient must allow Grantee's Program Administrator, Anoka County, State and Federal Auditors, or any of their authorized representatives (which may include other independent financial analysts) (collectively, "Auditors") access to documentation related to this Agreement and the grant. Subrecipient must allow the Auditors to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other data, which are pertinent to Subrecipient's accounting practices and procedures, and involve transactions relating to this Agreement.

3. MERGER AND SEVERABILITY

The is the entire Agreement between Grantee and Subrecipient, and it supersedes any oral agreements

and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. Only written alterations, variations or modifications of the provisions of this Agreement will be valid. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

4. SIGNATURES / COUNTERPARTS

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of such party. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together constitutes but one and the same instrument.

5. RETENTION OF RECORDS

Records documenting this CDBG funded project shall be retained by the Agency for five (5) years after completion with all Project requirements, except as follows: (1) Records that are the subject of audit findings shall be retained for five (5) years after such findings have been resolved. (2) Records for nonexpendable property shall be retained for five (5) years after its final disposition. Nonexpendable property is defined in the U.S. Office of Management and Budget Circular No. A-102 or A-110 as appropriate. Records may be kept in either a paper or electronic format.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

CITY OF EAST BETHEL

By: _____
Jim Dickinson
County Administrator

Signature: _____
City Administrator

Date: _____

Date: _____

By: _____
Mike Gamache,
County Board Chair

Signature: _____
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

Date: _____

ATTACHMENT A

INSURANCE REQUIREMENTS

1. INSURANCE

- 1.1. Agency will procure and maintain for the duration of this Agreement (hereinafter referred to as the “Contract”), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the Agency, its agents, representatives, employees or subcontractors.
- 1.2. **Commercial General Liability.** Agency will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined limit of not less than \$1,500,000 each occurrence.
 - 1.2.1. CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent Agency, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
 - 1.2.2. **Anoka County**, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the Commercial General Liability, using ISO additional insured endorsement CG 20 26 or substitute providing equivalent coverage, and under the commercial umbrella, if any with respect to liability arising out of the Agency’s work and services performed for the County. This coverage shall be primary to the Additional Insured.
 - 1.2.3. The County’s insurance will be excess of the Agency’s insurance and will not contribute to it. The Agency’s coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
 - 1.2.4. **Waiver of Subrogation.** Agency waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by Agency pursuant to Paragraph 1.1. Agency will obtain an endorsement to affect this waiver.
 - 1.2.5. Prior to the start of this Contract, Agency will furnish Anoka County with a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of Anoka County to demand such certificate or other evidence of full compliance with the insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance. Failure to provide the required certificates of insurance and endorsements constitutes a breach of this contract.



EXHIBIT A
Anoka County Broadband Infrastructure Grant Program
Under American Rescue Plan Act (ARPA)
Disbursement Request Form
(Include required forms/documentation)

Anoka County Use Only	
Date Rec'd	
AC Project #	
HUD Voucher #	

Agency: City of East Bethel	Project Payment Requested for:			
Payment Address:				
Contact Information: Name: Title: Phone:	Original Grant Amount	Total Previous Requests	Amount This Draw	New Balance
	\$1,019,800			

Approved Funding: \$1,019,800

Project Description: Broadband expansion and improvement to 177 unserved and underserved addresses within the Cities of East Bethel and Bethel and the township of Linwood.

Supporting Documentation for accomplishments must be attached. See page 2 for Certification and Data Reporting Obligations.

Please email completed, signed forms (with all reporting data) to:
 Nicole Hegge, Financial Operations Manager
Nicole.hegge@anokacountymn.gov

Programmatic Requirements and Data Reporting

Purpose/Goal:

In order for an Agency subrecipient to use ARPA funds on broadband infrastructure, the Agency must implement broadband to households or businesses with upload and download speeds of 100 Mbps. These requirements are in place to ensure any broadband infrastructure supported by ARPA funding is capable of enabling users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and which is sufficiently robust to meet increasing household and business demands for bandwidth. In limited cases, if the minimum speed requirements are impracticable, they may be lessened to 100 Mbps download speed and 20 Mbps upload speed, with the ability to scale up to the 100/100 Mbps standard. The Subrecipient may also assist in providing broadband to individual households that do not have reliable broadband service available.

Required Data to be Reported by Agency/Subrecipient to Anoka County:

- 1. Location (for broadband = geospatial location data)
- 2. Additional data points are required. **The attached Broadband Compliance Checklist is located in Section T of Exhibit B as a part of the Subrecipient Agreement.** Agency agrees to comply with the requirements by providing to Anoka County all information required by U.S. Treasury for reporting and compliance. Agency agrees that any information needed from its Contractor(s) must also be provided to the County by the Agency.

CERTIFICATION BY AGENCY:

By signing below, the Subrecipient Agency, through its authorized representative, certifies that all reports and outcomes are true and correct to the best of Agency's knowledge and that all costs reimbursed were expended in compliance with Anoka County's Broadband Infrastructure Grant Program, under ARPA.

Signature

Date

Print Authorized Rep Name/Title: Name:: _____ Title: _____

EXHIBIT B
Federal Contract Clauses

The Anoka County Broadband Grant program involves the use of federal funds obtained by the County through the American Rescue Plan Act of 2021 (“American Rescue Plan”, “ARPA”). Therefore, the Applicant City/Township (hereinafter “Agency”) and any lower tier contractors must agree to comply with the American Rescue Plan Act, as amended, as well as the rules of any regulatory body under the American Rescue Plan Act.

Subject to the applicable requirements of 2 C.F.R. §200.326 and 2 C.F.R., Part 200, Appendix II, the below Additional Federal Provisions for Broadband Grants are attached and incorporated into, and shall thereby apply to, the Agency being awarded the grant/contract, as well as all lower tier contracts with any contractors or subcontractors who may be retained to work on the project. **The Agency is responsible to include the federal provisions in any of its contracts or subcontracts involving the federal broadband grant funds.**

A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

- (1) The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Agency agrees to include the above clause in each subcontract financed in whole or in part with ARPA federal funding. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the above-referenced contract. By accepting this contract, the Agency agrees to comply with all applicable Federal law, regulations, executive orders, U.S. Treasury policies, procedures, and directives.

C. LOBBYING

The Lobbying requirements mandate the maximum flow down at every contracting tier, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Agencies and Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Agencies and contractors must sign and submit to the non-federal entity the certification attached hereto as an Appendix. *(To be submitted with any bid or offer exceeding \$100,000)*

D. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

Clean Air - The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Agency agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

Grantees must include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided to the County under ARPA.

Federal Water Pollution Control Act

The Agency and Contractor agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

The Agency and Contractor agree to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Agency agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

E. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Agency is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Agency agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while an offer is valid and throughout the period of any contract that may arise from this offer. The Agency further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (3) This certification is a material representation of fact relied upon subrecipient/contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Agency and its Contractors shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or

3. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. DOMESTIC PREFERENCES FOR PROCUREMENTS

- (1) As appropriate and to the extent consistent with federal law, including 2 C.F.R. § 200.322, the Agency and Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (2) For purposes of this section:
 - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. SOCIOECONOMIC AFFIRMATIVE STEPS (2 C.F.R. § 200.321)

In the performance of this contract, the Agency and Contractor must take all necessary affirmative steps to make sure small and minority businesses, women-owned enterprises, and labor surplus area firms are used when possible (see [PDAT Field Manual](#) for definitions). Affirmative steps must include at least the following six steps:

- (1) Placing qualified small and minority businesses and women's business enterprises on bidding/solicitation lists;
- (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring all subcontractors (if subcontracts are permitted) to take the same affirmative steps as listed in numbers 1 through 5 above.

I. ACCESS TO RECORDS.

The following access to records requirements apply to this contract:

- (1) The Agency and Contractor agree to provide Anoka County, the FEMA (ARPA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Agency and Contractor agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Agency and Contractor agree to provide the FEMA (ARPA) Administration or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County of Anoka, Agency and its Contractor must acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA or ARPA Administrator or the Comptroller General of the United States.

J. DHS SEAL, LOGO, AND FLAGS

The Agency and Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. MODIFICATIONS / CHANGES

Any material alterations, modifications or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

L. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Agency and Contractor acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

M. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to all underlying contracts. The Agency and Contractor also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Agency and Contractor agree that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

- Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Agency and Contractor agree to refrain from discrimination against present and prospective employees for reason of age.
- Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Agency and Contractor agree that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal

Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

N. BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of County or Agency. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's governing body shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the State of Minnesota, County of Anoka.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency, County, its Officers, agents or contractors shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

O. TERMINATION

Termination for Convenience. The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to County to be paid the Contractor. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same, and dispose of it in the manner the County directs.

Termination for Cause. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure. The Agency in its sole discretion may, in the case of a termination for breach or default, allow the Contractor a reasonable period of time not to exceed ten (10) days, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from County setting forth the nature of said breach or default, County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

P. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Q. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to the underlying contract:

- 1) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- 2) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
- 3) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

R. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (§ 200.216)

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

S. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

T. Anoka County Broadband Grant Program Compliance Checklist for Subrecipients

General Project Information needed:

- Projected / actual construction start date (month /year)
- Projected / actual initiation of Operations date (month /year)
- Location

Detailed Project Information:

- Projected Technology type(s) (Planned / Actual)
 - Fiber
 - Coaxial Cable
 - Terrestrial Fixed Wireless
 - Other (Specify
- Total Miles of fiber deployed
- Total number of funded locations served (Planned / Actual)
- Total number of funded locations served, broken out by speeds:
 - Pre- grant investment
 - Number receiving 25/3 Mbps or below
 - Number receiving between 25/4 Mbps and 100 /20 Mbps

- Post -grant investment
 - Number receiving minimum 100/100 Mbps
 - Number receiving minimum 100/20 Mbps and scalable to minimum 100/100 Mbps
- Total number of funded locations served, broken out by type (Planned/ Actual):
 - Residential (total housing units)
 - Business
 - Community Anchor Institution
- Speed Tiers offered, corresponding non-promotional prices, including associated fees, and data allowance for each speed tier of broadband service (collection to be phased in).
- Location by Location Project Information – For each location served by the Project, the recipient must collect from the subrecipient or contractor the following information:
 - Latitude/ longitude at the structure where service will be installed
 - Technology used to offer service at the location
 - Location Type
 - Residential – number of housing units
 - Business
 - Community Anchor institution
 - Speed tier at the location pre-project investment (collected to be phased in)
 - 25/3 Mbps or below
 - Between 25/3 Mbps and 100/20 Mbps
 - Speed and latency at location post -project (collected to be phased in)
 - Maximum download speed offered
 - Maximum download speed delivered
 - Maximum upload speed offered
 - Maximum upload speed delivered
 - Latency

APPENDIX A

Byrd Anti-Lobbying Certification

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31

U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

**APPENDIX B
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

The undersigned Contractor the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) or this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation of this certification.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

Appendix C

CERTIFICATION OF NON-CONFLICT OF INTEREST

The Undersigned, on behalf of the Agency/City, certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1332, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGENCY: _____

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX D
SOCIOECONOMIC REPORT FORM

In the performance of this federally-funded contract, Contractors must take all necessary affirmative steps to make sure small and minority businesses, women-owned enterprises, and labor surplus area firms are used when possible (*see* [PDAT Field Manual](#) for definitions).

Project Description:	
Contractor Name:	
Authorized Contact Person:	
Email:	
Telephone:	

Affirmative steps must include at least the following activities listed below. In completing this form, Contractors must also certify that all subcontractors (if subcontracts are permitted) were required to take the same affirmative steps as listed in numbers 1 through 5 below.

Please answer all questions and attach compliance data as available. **This completed form and signed certification must be returned to Anoka County Purchasing prior to close of the project.**

- (1) What efforts did you make to place qualified small and minority businesses and women’s business enterprises on bidding/solicitation lists?

- (2) How does your company assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources?

- (3) Please describe how total requirements were divided (when economically feasible) into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.

(4) Explain how you established delivery schedules, where applicable, which encouraged participation by small and minority businesses, and women's business enterprises.

(5) Did your company use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce? Explain.

By checking the box, I certify that all subcontractors retained for this project (if subcontracts are permitted) were notified and required to take the same affirmative steps as listed in numbers 1 through 5 above.

JOINT POWERS AGREEMENT

GOVERNING

THE MIDCONTINENTAL COMMUNICATION’S CONSTRUCTION OF
BROADBAND INFRASTRUCTURE

IN

CITY OF BETHEL, CITY OF EAST BETHEL, AND TOWNSHIP OF LINWOOD

AS FUNDED BY THE AMERICAN RESCUE PLAN ACT (ARPA) BROADBAND
INFRASTRUCTURE GRANT PROGRAM

AND

PROVIDING THE METHODS BY WHICH THE PURPOSES SHALL BE
ACCOMPLISHED AND THE POWERS EXERCISED

THIS JOINT POWERS AGREEMENT, made as of and effective on the ____ day of _____, 2024 (the “Agreement”) by and between the City of Bethel (“Bethel”), the City of East Bethel (“East Bethel”), and the Township of Linwood (“Linwood”) (hereinafter collectively referred to as “Public Entity” or “Public Entities”) all of the County of Anoka, State of Minnesota;

WITNESSETH:

WHEREAS, Minnesota Statutes §471.59 authorizes two or more government entities by agreement of their governing councils, jointly or cooperatively, to exercise any power common to the contracting parties or any similar power;

WHEREAS, each of the Public Entities have the power to enter into a grant agreement with Anoka County and contract with Midcontinent Communications for the construction of broadband infrastructure on behalf of their respective residents within the rights-of-way of their respective jurisdictional boundaries;

WHEREAS, Midcontinent Communications is willing to construct broadband infrastructure improvements within the City of East Bethel, the City of Bethel, and the Township of Linwood per the terms and conditions of a grant agreement and a costs sharing agreement referenced more fully below (the “Project”);

WHEREAS, to finance the Public Entities' financial contribution towards Midco's construction of such broadband infrastructure, the City of East Bethel and Anoka County will enter into the American Rescue Plan Act (ARPA) Broadband Infrastructure Grant Program, Subrecipient Agreement, Contract Number C0011270 (hereinafter referred to as "Grant Agreement");

WHEREAS, prior to construction, Midco and the City of East Bethel intend to enter into a construction cost sharing agreement for Midco to construct the broadband infrastructure in the City of East Bethel, the City of Bethel and the Township of Linwood providing consistent and reliable broadband services to a total of 177 currently un/underserved addresses ("Cost Sharing Agreement"); and

WHEREAS, in order to facilitate and complete the Project, the City of East Bethel, the City of Bethel, and the Township of Linwood intend to enter into this joint powers agreement authorizing the City of East Bethel to undertake the duties and responsibilities (1) under the Grant Agreement and (2) under the Cost Sharing Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN the parties hereto as follows:

1. Incorporating the Recitals above and in furtherance of the Project as set forth above, East Bethel will exercise the powers of the Act on behalf of the Public Entities.
2. East Bethel will have the sole duty and responsibility to comply with or enforce the Grant Agreement and the Cost Sharing Agreement, which power specifically includes the responsibility for monitoring and enforcing compliance with the provisions of both the Grant Agreement and the Cost Sharing Agreement.
3. East Bethel shall be deemed to be exercising a governmental function by all of its activities, and the provisions of Minnesota Statutes, Chapter 466, as may be amended or replaced, in regard to tort liability are hereby confirmed. This Agreement shall continue in force until cancelled by the mutual agreement of all Public Entities or until the terms and conditions of the Grant Agreement are completed in full, whichever is earliest.
4. Bethel and Linwood agree to (i) reasonably cooperate with East Bethel and Midco and (ii) grant Midco any required right-of-way permits or access rights necessary for Midco to complete the Project.
5. Notice to each participating Public Entity shall be given in writing via U.S. Mail, fax or receipt confirmed email to the clerk for that Public Entity.
6. This Agreement may be amended by the Public Entities, at any time, by an instrument executed by each and all of them.

7. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

8. This Agreement may be executed in any number of counterparts, each of which when taken together will constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to resolutions duly adopted by their respective Councils as of the day and year first above written.

CITY OF BETHEL

By: _____
 Its Mayor

By: _____
 Its Clerk

CITY OF EAST BETHEL

By: _____
 Its Mayor

By: _____
 Its Clerk

TOWNSHIP OF LINWOOD

By: _____
 Its Chairperson

By: _____
 Its Clerk

CONSTRUCTION COST SHARING AGREEMENT

THIS CONSTRUCTION COST SHARING AGREEMENT (the “Agreement”), dated as of _____, 2024, is by and between City of East Bethel, whose address is 2241 221st Avenue Northeast, East Bethel, MN (“City”), and Midcontinent Communications, a South Dakota partnership, whose principal address is 1010 S Reid St – STE 202, Sioux Falls, SD 57103 (“Midco”).

RECITALS

WHEREAS, the City controls certain Rights-of-Way (“ROW”) within the area depicted that is within the East Bethel city limits on Exhibit 1 (the “Project Area”);

WHEREAS, Midco seeks to install in the ROW in the Project Area cable and certain other equipment necessary to deliver data and telephone service drops to the residences named in Exhibit 2;

WHEREAS, the Project Area also includes ROW within the City of Bethel and the Township of Linwood within which Midco also seeks to install cable and certain other equipment necessary to deliver data and telephone service drops to certain residences of Bethel and Linwood;

WHEREAS, the funding from the City of East Bethel, the City of Bethel, and the Township of Linwood is solely from the American Rescue Plan Act (“ARPA”) Broadband Infrastructure Grant Program, Subrecipient Agreement between the County of Anoka and the City of East Bethel, Contract Number C0011270, attached hereto as Exhibit 3 (hereinafter referred to as “Grant Agreement”);

WHEREAS, per the terms of the Grant Agreement, the County will provide the City reimbursement for the eligible Broadband infrastructure improvements within the City of East Bethel, the City of Bethel, and the Township of Linwood;

WHEREAS, the City of East Bethel, the City of Bethel, and the Township of Linwood intend to enter into a joint powers agreement (“JPA”) authorizing the City of East Bethel to undertake oversight of both the Grant Agreement and this Agreement; and

WHEREAS, Midco understands and agrees that the City is acting as a conduit for the Grant Agreement reimbursement and that Midco is undertaking the sole responsibility to meet the Grant Agreement terms and conditions and, therefore, the City and Midco desire to enter into this Agreement to establish the necessary infrastructure to provide data and telephone service availability to the residences named in Exhibit 2 as required by the Grant Agreement;

NOW, THEREFORE, for good and valuable consideration and incorporating the above Recitals in full as part of the Agreement, the receipt and sufficiency of which is hereby acknowledged, the City and Midco enter the following:

CONSTRUCTION COST SHARING AGREEMENT

AGREEMENT

1. Construction of Fiber Plant. Subject to the terms and conditions of this Agreement, Midco agrees to build out the broadband infrastructure with consistent and reliable broadband services that involves in part the installation of fiber optic cable and other equipment necessary to make available data and telephone service to the residences named in Exhibit 2. Construction (except for individual drops between the network and customer's home) must be completed by December 31, 2026. Individual drop to the customer's home will be installed when service is ordered and installation is agreed upon by the customer and Midco.

2. Service Speed. Midco shall provide access to data and telephone service for the residences named in Exhibit 2 at a speed of up to 5 gigabit per second downloads and up to 5 gigabit per second uploads.

3. Right of Way Permit Required. Prior to engaging in any excavation, installation, or other work which may disturb the ROW in the Project Area, Midco may be required to apply for a ROW permit. The issued ROW permit shall set forth the terms and conditions for Midco's work within the ROW.

4. Cost Sharing and Grant Project Lead. Midco shall be subject to and must meet and comply with the Grant Agreement, which Grant Agreement is incorporated by reference in full as if fully set forth herein. Per the Grant Agreement, in consideration of Midco's agreement to install the necessary facilities to provide data and telephone services, subject to Midco meeting the Grant Agreement requirements, the City shall pay to Midco up to \$1,019,800 (the "Cost Share Amount"), which represents the share of the costs for the City of East Bethel, the City of Bethel, and the Township of Linwood to be incurred by Midco to finish its design, installation and construction activities to provide service to the Property, upon Midco's completion and the inspections of the infrastructure by the respective cities and township. The Cost Share Amount shall be paid solely from the Grant Agreement funds made available for this construction project. Per the JPA, the Grant Agreement, and this Agreement, the City of East Bethel will be the project lead respecting the disbursement of the grant monies upon completion. Therefore, as a condition to and prior to the City paying the Cost Share Amount to Midco, Midco shall provide to the City, or directly to the County copying the City, any and all data, documentation or Grant Agreement requirements to obtain reimbursement and the City's receipt of the Cost Sharing Amount from the County. For any work undertaken by contractors and subcontractors, as payment condition, Midco shall also provide to the City lien waivers for the completed construction. The Parties agree that inspection and processing for payment will be completed within sixty (60) days of completion. Midco agrees to be responsible for any and all construction costs greater than the Cost Share Amount or not otherwise covered by the Grant Agreement.

CONSTRUCTION COST SHARING AGREEMENT

5. Commitment to Deliver Access to Service. As part of this Agreement, Midco must provide data and telephone availability to each of the residences named in Exhibit 2. Midco bears responsibility for all costs necessary to provide access to each of the residences named in Exhibit 2 in excess of the Cost Share Amount, and the City will incur no costs in excess of the Cost Share Amount as a part of this project. This cost does not include the cost of drop installation. Midco shall provide the City with plans detailing the proposed project service area, including engineering design and diagrams for the project that support the Cost Share Amount, that demonstrate data and telephone service will reach each of the residences named in Exhibit 2, and that demonstrate the reasonableness of the timeline for the project's completion.

6. Verification. The City may contract with a third party to verify the project is completed in accordance with the project plan. Specifically, the City will confirm that the number of service drops and service speed has met the terms of this Agreement. This inspection must be completed within thirty (30) days of completion.

7. Easement Rights. City acknowledges that Midco shall be entitled to install and construct its cable and other equipment over and under the ROW areas controlled by the City within the Project Area. The City agrees to grant any required ROW permits to Midco, and Midco agrees to pay any standard fees for such permits granted for excavation and infrastructure installation within the ROW included in the project. The City agrees to provide support in Midco's pursuit of all non-City ROW permits that are required.

8. Insurance. The Grant Agreement, Attachment A, insurance requirements imposed upon the City are imposed on Midco subject to the following additional terms and conditions set forth in this section, including that Midco's insurance shall be excess of the City's insurance and Midco waives subrogation against Anoka County, East Bethel, Bethel, and Linwood. Midco shall cause itself, or any contractors engaged by Midco to perform the work required by this Agreement, to provide and maintain or cause to be maintained at all times during the process of construction until six months after completion and, from time to time at the request of the City, furnish with proof of payment of premiums on:

- a. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of the Developer's work or work of any of its subcontractors. Limits for bodily injury or death shall not be less than \$1,500,000 for each occurrence and 2,000,000 aggregate; limits for property damage shall not be less than \$500,000 for each occurrence.

CONSTRUCTION COST SHARING AGREEMENT

- b. Comprehensive automobile liability and property damages insurance for operations of all hired and non-hired motor vehicles of not less than \$1,000,000.
- c. Worker's compensation insurance as required by statute.
- d. Anoka County, the City of East Bethel, the City of Bethel, and the Township of Linwood, including all of their respective elected and appointed officials, all of their employees and volunteers, all of their boards, commissions and/or authorities and their board members, employees, and volunteers, and all of their officers, agents, and consultants, shall each be named as an additional named insured on said policies with right of notice in the event such policy is modified or cancelled, and Midco shall file a Certificate of Insurance evidencing the required insurance coverage with the City prior to the commencement of the construction. In the event that the City is held liable to a third party by a court of competent jurisdiction for damages and the insurance obtained by Midco for any reason fails to cover the City, Midco shall be liable under this Agreement for any and all costs incurred or damages claimed against the City.

9. Indemnification. Midco shall defend, indemnify, save, and hold Anoka County, the City, the City of Bethel, and the Township of Linwood, and their respective commissioners, council members, supervisors, officers, agents, and employees (collectively, hereinafter referred to as "Public Entity") harmless from any claims or causes of actions, including attorney's fees, incurred by the Public Entity arising from the performance of this Agreement by Midco or Midco's agents or employees. This clause will not be construed to bar any legal remedies Midco may have for the Public Entity's failure to fulfill its obligations under this agreement. By entering into this Agreement, the parties agree the Public Entity is not and will not be acting as a data and telephone service provider. Midco is solely responsible for the provision of data and telephone service to the residences depicted in Exhibit 2. Any contracts for data and telephone service between Midco and Public Entity residents are solely between Midco and the residents, and Midco shall indemnify, save, and hold the Public Entity harmless from any claims arising out of data and telephone service contracts.

10. Compliance, Subcontracting, and Assignment. Midco shall comply with Grant Agreement Exhibit B – Required Federal Clauses for Subcontractors and shall include the required federal clauses in any subcontracts or lower tier contracts in such as form as contained and set forth in the Grant Agreement Exhibit B. Midco shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the City.

11. Severability. If any provision of this Agreement, or the application of such provision to any party or circumstance, is found to be illegal or unenforceable for any reason, such provision will be modified or severed from this Agreement to the extent necessary to make such provision enforceable against such party or in such circumstance.

CONSTRUCTION COST SHARING AGREEMENT

Neither the unenforceability of such provision nor the modification or severance of such provision will affect the enforceability of any other provision of this Agreement.

12. Early Termination. This Agreement may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person. The party terminating must reimburse the non-terminating party for all reasonable out-of-pocket expenses up to the date and time of termination. Notwithstanding anything to the contract, any close-out responsibilities of Midco respecting the federal grant funds shall survive termination of this Agreement.

13. Publicity and Record Retention. In all news and other public notices related to the project under this Agreement, Midco shall include information identifying the source of funds as the Anoka County Broadband Grant Program. Midco shall retain records on this project per Part III, section 5 of the Grant Agreement and shall immediately provide either the originals or true and correct copy such records to the City upon request at no additional expense or charge to the City.

14. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of Minnesota, without regard to its conflict of laws principles. Any claims, disputes or actions shall be venued in Anoka County, State of Minnesota.

15. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided. This Agreement may be amended only by a written instrument signed by the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first written above.

CITY OF EAST BETHEL

By: _____
Print Name: _____
Title: _____

MIDCO

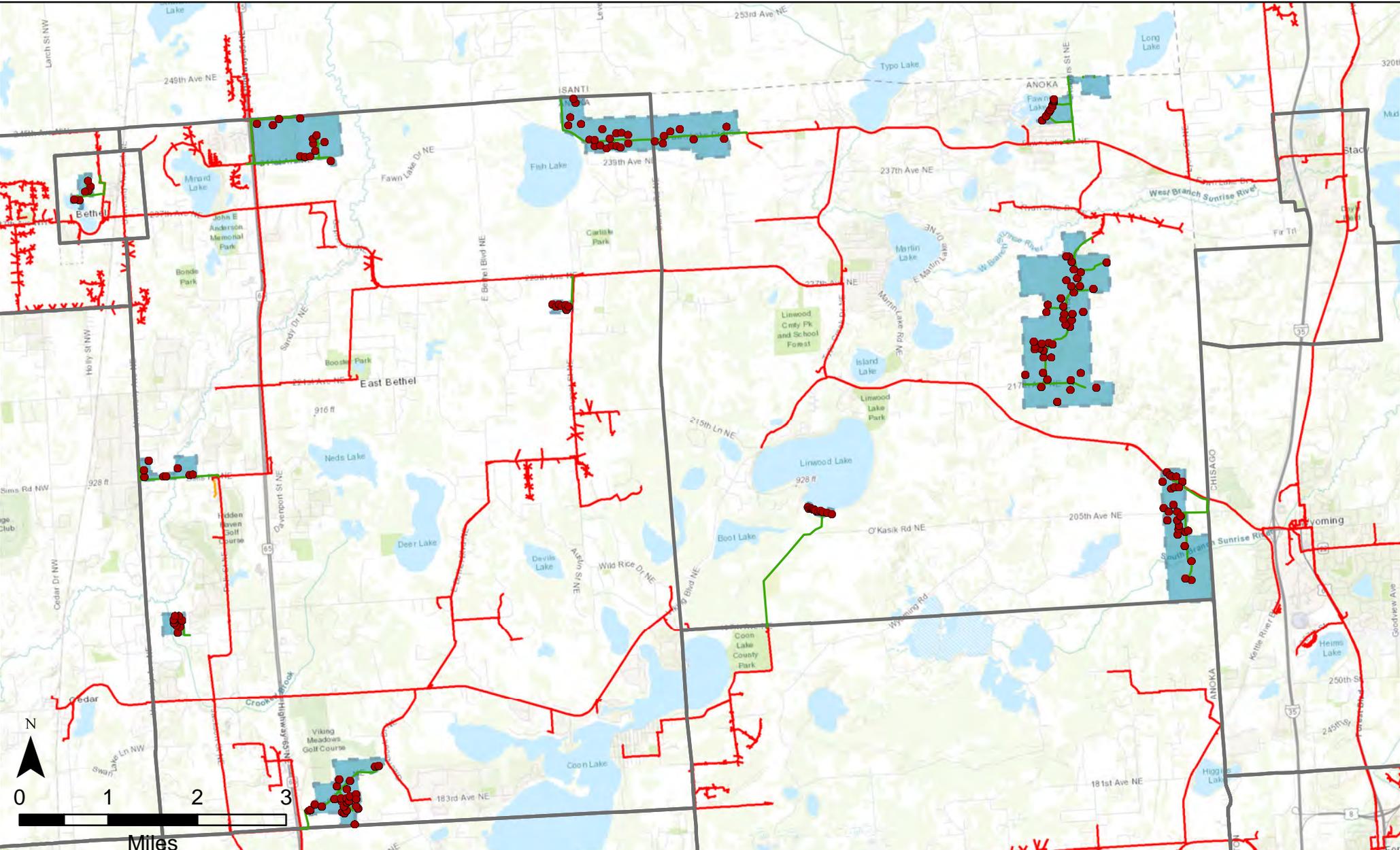
MIDCONTINENT COMMUNICATIONS
By: MIDCONTINENT COMMUNICATIONS
INVESTOR, LLC, Its Managing Partner

By: _____
Name: _____
Title: _____

CONSTRUCTION COST SHARING AGREEMENT

EXHIBIT 1

Map



Midco Linwood, Bethel & East Bethel

- Legend**
- Address
 - Proposed Construction
 - Fiber - Leased
 - Fiber - Current
 - Grant Request Area
 - City/Township Boundaries

CONSTRUCTION COST SHARING AGREEMENT

EXHIBIT 2

ADDRESSES PASSED

Project Name	Address	City	Housin Provider Name	Technolog	max_adver	max_adver	Speed	Pre-Investment	Un/Underserved	Maximum Download Spc
Midco East Bethel	1654 245TH AVE NE	BETHEL	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1821 241ST AVE NE	BETHEL	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1853 241ST AVE NE	BETHEL	1 T-Mobile US	71	100	20	100/20	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1919 241ST AVE NE	BETHEL	1 CenturyLink	10	0	0	0/0	Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	2080 241ST AVE NE	BETHEL	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Bethel	213 SAINT FRANCIS AVE NW	BETHEL	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	23939 HIGHWAY 65 NE BLDG 2	BETHEL	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24180 LONDON ST NE	BETHEL	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24221 DURANT ST NE	BETHEL	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24230 LONDON ST NE	BETHEL	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24231 LONDON ST NE	BETHEL	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24254 LONDON ST NE	BETHEL	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24261 DURANT ST NE	BETHEL	1 T-Mobile US	71	0	0	0/0	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24301 LONDON ST NE	BETHEL	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24317 DURANT ST NE	BETHEL	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24425 DURANT ST NE	BETHEL	1 CenturyLink	10	40	3	40/3	Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24451 HASTINGS ST NE	BETHEL	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24463 DURANT ST NE	BETHEL	1 CenturyLink	10	40	3	40/3	Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24480 BALTIMORE ST NE	BETHEL	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Bethel	287 SAINT FRANCIS AVE NW	BETHEL	1 CenturyLink	10	100	10	100/10	Wireline	Underserved	5000/5000 Mbps
Midco Bethel	291 SAINT FRANCIS AVE NW	BETHEL	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Bethel	297 SAINT FRANCIS AVE NW	BETHEL	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Bethel	318 SAINT FRANCIS AVE NW	BETHEL	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Bethel	348 SAINT FRANCIS AVE NW	BETHEL	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4423 FAWN LAKE DR NE	BETHEL	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4482 FAWN LAKE DR NE	BETHEL	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4516 FAWN LAKE DR NE	BETHEL	2 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4525 FAWN LAKE DR NE	BETHEL	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4545 FAWN LAKE DR NE	BETHEL	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4546 FAWN LAKE DR NE	BETHEL	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4610 FAWN LAKE DR NE	BETHEL	2 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4611 FAWN LAKE DR NE	BETHEL	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4644 FAWN LAKE DR NE	BETHEL	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4645 FAWN LAKE DR NE	BETHEL	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4710 FAWN LAKE DR NE	BETHEL	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4715 FAWN LAKE DR NE	BETHEL	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4751 FAWN LAKE DR NE	BETHEL	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4796 FAWN LAKE DR NE	BETHEL	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	103 SIMS RD NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1516 BRIARWOOD LN NE	CEDAR	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps

Project Name	Address	City	Housin Provider Name	Technolog	max_adver	max_adver	Speed	Pre-Investment	Un/Underserved	Maximum Download Spc
Midco East Bethel	1530 BRIARWOOD LN NE	CEDAR	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1563 BRIARWOOD LN NE	CEDAR	1 VERIZON	71	50	5	50/5	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1630 BRIARWOOD LN NE	CEDAR	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1740 BRIARWOOD LN NE	CEDAR	1 CenturyLink	10	10	1	10/1	Wireline	Unserved	5000/5000 Mbps
Midco East Bethel	18142 JENKINS ST NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1821 BRIARWOOD LN NE	CEDAR	1 CenturyLink	10	0	0	0/0	Wireline	Unserved	5000/5000 Mbps
Midco East Bethel	18233 JENKINS ST NE	CEDAR	1 CenturyLink	10	0	0	0/0	Wireline	Unserved	5000/5000 Mbps
Midco East Bethel	18245 JENKINS ST NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1826 183RD AVE NE	CEDAR	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	18324 JENKINS ST NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	18358 JENKINS ST NE	CEDAR	1 VERIZON	71	300	20	300/20	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1840 183RD AVE NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1860 183RD AVE NE	CEDAR	1 T-Mobile US	71	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1863 183RD AVE NE	CEDAR	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1872 BRIARWOOD LN NE	CEDAR	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1876 183RD LN NE	CEDAR	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1879 183RD LN NE	CEDAR	1 T-Mobile US	71	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1908 183RD LN NE	CEDAR	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1913 183RD LN NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1925 BRIARWOOD LN NE	CEDAR	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1926 BRIARWOOD LN NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1935 183RD LN NE	CEDAR	1 VERIZON	71	300	20	300/20	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	1938 183RD LN NE	CEDAR	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	19924 JEFFERSON ST NE	CEDAR	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	19958 JEFFERSON ST NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	19964 JEFFERSON ST NE	CEDAR	1 T-Mobile US	71	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	20008 JEFFERSON ST NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	20011 JEFFERSON ST NE	CEDAR	1 VERIZON	71	50	5	50/5	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	20024 JEFFERSON ST NE	CEDAR	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	20037 JEFFERSON ST NE	CEDAR	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	20038 JEFFERSON ST NE	CEDAR	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	2131 BRIARWOOD LN NE	CEDAR	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	21397 UNIVERSITY AVENUE EXT NE	CEDAR	1 CenturyLink	10	140	20	140/20	Wireline	Served	5000/5000 Mbps
Midco East Bethel	21445 UNIVERSITY AVENUE EXT NE	CEDAR	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	2211 BRIARWOOD LN NE	CEDAR	1 CenturyLink	10	10	1	10/1	Wireline	Unserved	5000/5000 Mbps
Midco East Bethel	4047 226TH LN NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4093 226TH LN NE	CEDAR	1 VERIZON	71	300	20	300/20	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4125 226TH LN NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4141 226TH LN NE	CEDAR	1 T-Mobile US	71	0	0	0/0	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	4148 226TH LN NE	CEDAR	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps

Project Name	Address	City	Housin Provider Name	Technolog	max_adver	max_adver	Speed	Pre-Investment	Un/Underserved	Maximum Download Spc
Midco East Bethel	4173 226TH LN NE	CEDAR	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	455 SIMS RD NE	CEDAR	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	517 SIMS RD NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	629 SIMS RD NE	CEDAR	1 CenturyLink	10	10	1	10/1	Wireline	Unservd	5000/5000 Mbps
Midco East Bethel	725 SIMS RD NE	CEDAR	1 CenturyLink	10	40	3	40/3	Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	737 SIMS RD NE	CEDAR	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	21725 SUNRISE RD NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	21764 SUNRISE RD NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	21930 HEIDELBERG ST NE	STACY	1 T-Mobile US	71	0	0	0/0	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	21971 SUNRISE RD NE	STACY	1 T-Mobile US	71	0	0	0/0	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	21977 HEIDELBERG ST NE	STACY	1 T-Mobile US	71	0	0	0/0	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22001 HEIDELBERG ST NE	STACY	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22030 HEIDELBERG ST NE	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22044 HEIDELBERG ST NE	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22048 SUNRISE RD NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22051 SUNRISE RD NE	STACY	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22062 HEIDELBERG ST NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22086 HEIDELBERG ST NE	STACY	1 FRONTIER	10	10	1	10/1	Wireline	Unservd	5000/5000 Mbps
Midco Linwood	22205 SUNRISE RD NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22216 SUNRISE RD NE	STACY	1 T-Mobile US	71	0	0	0/0	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22267 SUNRISE RD NE	STACY	1 VERIZON	71	10	1	10/1	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22280 SUNRISE RD NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22311 SUNRISE RD NE	STACY	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22340 SUNRISE RD NE	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22350 SUNRISE RD NE	STACY	1 FRONTIER	10	10	1	10/1	Wireline	Unservd	5000/5000 Mbps
Midco Linwood	22356 SUNRISE RD NE	STACY	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22374 SUNRISE RD NE	STACY	1 FRONTIER	10	10	1	10/1	Wireline	Unservd	5000/5000 Mbps
Midco Linwood	22411 SUNRISE RD NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22426 SUNRISE RD NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22503 SUNRISE RD NE	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22513 SUNRISE RD NE	STACY	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22530 SUNRISE RD NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22579 SUNRISE RD NE	STACY	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22614 SUNRISE RD NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22630 SUNRISE RD NE	STACY	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22655 SUNRISE RD NE	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22707 SUNRISE RD NE BLDG 2	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22710 SUNRISE RD NE	STACY	1 FRONTIER	10	10	1	10/1	Wireline	Unservd	5000/5000 Mbps
Midco Linwood	22770 SUNRISE RD NE	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	22830 SUNRISE RD NE BLDG 2	STACY	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps

Project Name	Address	City	Housin Provider Name	Technolog	max_adver	max_adver	Speed	Pre-Investment	Un/Underserved	Maximum Download Spc
Midco Linwood	23020 SUNRISE RD NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	24047 SUNSET RD NE	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	24100 RUTGERS ST NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	24152 RUTGERS ST NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	24176 RUTGERS ST NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	24204 RUTGERS ST NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	24230 RUTGERS ST NE	STACY	1 FRONTIER	10	10	1	10/1	Wireline	Unservd	5000/5000 Mbps
Midco Linwood	24234 RUTGERS ST NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	24272 RUTGERS ST NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	24302 RUTGERS ST NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	5040 FAWN LAKE DR NE	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	5159 FAWN LAKE DR NE	STACY	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	5189 FAWN LAKE DR NE	STACY	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	5251 FAWN LAKE DR NE	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	5370 FAWN LAKE DR NE	STACY	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	5640 FAWN LAKE DR NE	STACY	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco East Bethel	5711 FAWN LAKE DR NE BLDG 2	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	8336 217TH AVE NE	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	8520 217TH AVE NE	STACY	1 VERIZON	71	10	1	10/1	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	8631 217TH AVE NE	STACY	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	8634 217TH AVE NE	STACY	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	8640 217TH AVE NE	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	8645 217TH AVE NE	STACY	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	8858 245TH AVE NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	8940 245TH AVE NE	STACY	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9020 245TH AVE NE	STACY	1 FRONTIER	10	10	1	10/1	Wireline	Unservd	5000/5000 Mbps
Midco Linwood	9060 245TH AVE NE	STACY	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9170 245TH AVE NE	STACY	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	19963 HORNSBY ST NE	WYOMING	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	19964 HORNSBY ST NE	WYOMING	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	20039 HORNSBY ST NE	WYOMING	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	20148 HORNSBY ST NE	WYOMING	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	20262 HORNSBY ST NE	WYOMING	1 T-Mobile US	71	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	20314 HORNSBY ST NE	WYOMING	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	20321 HORNSBY ST NE	WYOMING	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	20370 HORNSBY ST NE	WYOMING	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	20410 HORNSBY ST NE	WYOMING	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	6225 207TH AVE NE	WYOMING	1 T-Mobile US	71	100	20	100/20	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	6229 207TH AVE NE	WYOMING	1 T-Mobile US	71	100	20	100/20	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	6231 207TH AVE NE	WYOMING	2 T-Mobile US	71	100	20	100/20	Not Wireline	Underserved	5000/5000 Mbps

Project Name	Address	City	Housin Provider Name	Technolog	max_adver	max_adver	Speed	Pre-Investment	Un/Underserved	Maximum Download Spc
Midco Linwood	6251 207TH AVE NE	WYOMING	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	6257 207TH AVE NE	WYOMING	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	6265 207TH AVE NE	WYOMING	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	6315 207TH AVE NE	WYOMING	1 VERIZON	71	10	1	10/1	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	6327 207TH AVE NE	WYOMING	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	6333 207TH AVE NE	WYOMING	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	6337 207TH AVE NE	WYOMING	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	6355 207TH AVE NE	WYOMING	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	6415 207TH AVE NE	WYOMING	1 T-Mobile US	71	100	20	100/20	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	6451 207TH AVE NE	WYOMING	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9401 205TH AVE NE	WYOMING	1 T-Mobile US	71	0	0	0/0	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9418 205TH AVE NE	WYOMING	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9431 VIKING BLVD NE	WYOMING	1 T-Mobile US	71	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9455 VIKING BLVD NE	WYOMING	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9460 VIKING BLVD NE	WYOMING	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9471 205TH AVE NE	WYOMING	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9473 VIKING BLVD NE	WYOMING	1 HughesNet	60	25	3	25/3	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9480 205TH AVE NE	WYOMING	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9490 VIKING BLVD NE	WYOMING	1 T-Mobile US	71	0	0	0/0	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9507 205TH AVE NE	WYOMING	1 Starlink	61	220	25	220/25	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9517 205TH AVE NE	WYOMING	1 Viasat, Inc.	60	100	4	100/4	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9535 VIKING BLVD NE	WYOMING	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9554 VIKING BLVD NE	WYOMING	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9555 VIKING BLVD NE	WYOMING	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9560 205TH AVE NE	WYOMING	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps
Midco Linwood	9560 VIKING BLVD NE	WYOMING	1 Nextera Wireless	70	1000	1000	1000/1000	Not Wireline	Underserved	5000/5000 Mbps

CONSTRUCTION COST SHARING AGREEMENT

EXHIBIT 3

GRANT AGREEMENT

**AMERICAN RESCUE PLAN ACT (ARPA)
BROADBAND INFRASTRUCTURE GRANT PROGRAM**

SUBRECIPIENT AGREEMENT

between

THE COUNTY OF ANOKA

AND

THE CITY OF EAST BETHEL

This Project Agreement (hereinafter referred to as the "Agreement") is entered into as of the last date executed below, between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Ave., Anoka, MN 55303 (hereinafter referred to as the "County"), and the City of East Bethel, a municipal corporation under the laws of the State of Minnesota, 2241 221st Ave NE, East Bethel, MN 55101 (hereinafter referred to as the "Agency"):

RECITALS

- A. The County of Anoka is a Grantee of certain federal funds under the American Rescue Plan Act (ARPA), Public Law 117-2, signed into law on March 11, 2021, and all implementing rules and regulations applicable to the State and Local Fiscal Recovery Fund (SLFRF), CFDA number 21.027, established under ARPA.
- B. On October 22, 2024, the Anoka County Board of Commissioners authorized the County Administrator and Chair of the Anoka County Board to enter into an agreement for the allocation of American Rescue Plan Act – State and Local Fiscal Recovery Funds for broadband expansion, being distributed under the Revenue Loss Category.
- C. The City of East Bethel has received a proposal from Midco, an internet service provider (ISP), seeking assistance funding broadband infrastructure expansion and improvement in the Cities of East Bethel and Bethel, and the township of Linwood to 177 un/underserved addresses.
- D. The County will provide the Agency an amount up to \$1,019,800 as a reimbursement to the City of East Bethel to provide Broadband infrastructure improvements, consistent with the guidance promulgated by the U.S. Department of Treasury to un/underserved addresses.
- E. The Agency agrees to enter into agreements with the City of Bethel and township of Linwood to provide funding for broadband expansion and improvement under this agreement within their respective boundaries.
- F. The Agency agrees to enter into an agreement with a provider to build out the Broadband Infrastructure with consistent and reliable broadband services with upload and download speeds of at least 100 Mbps to unserved and underserved addresses within the boundaries of the City of East Bethel, and within the boundaries of the City of Bethel and the township of Linwood, to the extent authorized by agreements between the Agency and said municipalities.

- G. The Agency will submit for reimbursement of one-half of the agreed upon amount when the project is 50% complete, and the final half of the agreed upon amount upon completion of the project, no later than October 31, 2026.
- H. The parties acknowledge the intended outcome of this program under ARPA-SLFRF is to promote the implementation of broadband infrastructure investments and provide service to unserved or underserved households or businesses within Anoka County.
- I. The attached exhibits as listed below are hereby incorporated in this Agreement and made a part hereof:

PART I.	GENERAL CONDITIONS
PART II.	FEDERAL AND LOCAL PROGRAM APPLICATION AND REQUIREMENTS
PART III.	EVALUATION AND RECORD KEEPING
Attachment A	Insurance Requirements
Exhibit A	Disbursement Request Form
Exhibit B	Required Federal Clauses for Subcontractors
<u>Appendices:</u>	
Appendix A	Byrd Anti-Lobbying Certification
Appendix B	Debarment/Suspension Certification
Appendix C	Certification of Non-Conflict of Interest
Appendix D	Socioeconomic Report Form

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PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

- a. ARPA funds available to the Agency through this Agreement constitute a reimbursement to the Agency for the completion of the project, which includes the Agency contracting with a provider to build-out broadband infrastructure to unserved and underserved addresses within the Agency's boundaries. This Agreement includes terms and conditions that are imposed on the Agency, and the Agency agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.
- b. The Agreement between the parties shall consist of the signature page, the general conditions; the program requirements; the evaluation and record keeping requirements, each and every project exhibit incorporated into the Agreement; disbursement form with outcome and reporting data, all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The Agency shall perform and carry out in a satisfactory and proper manner the services set forth in the Agreement and all Exhibits/Appendices attached hereto. In the case of multiple projects, each project shall correspond to a separate exhibit. This Agreement may be amended from time to time, in accordance with the general conditions, for the purpose of adding new projects, amending the scope of work, or for any other lawful purpose.

3. INCORPORATION OF RECITALS, EXHIBITS

The Recitals set forth in this Agreement, and all Exhibits and appendices attached are hereby incorporated by reference as if set forth in full in the body of this Agreement. All references hereafter to the "Agreement" shall refer collectively to all contract documents, including those incorporated by reference.

4. COMMENCEMENT AND COMPLETION OF PROJECTS

The Agency will be responsible to contract with a qualified vendor to perform proper services to implement the project in a successful and timely manner. The Project must be complete and final disbursement request made by October 31, 2026. The contracting process should follow the Agency's procurement requirements in accordance with Minnesota State Statutes.

5. ADMINISTRATION

- a. The Agency shall appoint a liaison person who shall be responsible for overall administration of the project in coordination with the County. The Agency shall also designate one or more representatives who shall be authorized to sign the *Disbursement Request Form*. The name of the authorized representative shall be specified in **Exhibit A**.

6. COMPENSATION AND METHOD OF PAYMENT

- a. The County shall reimburse the Agency for the services specified in the exhibits in an amount specified by this agreement and set forth in **Exhibit A**. Reimbursement requests shall be submitted on a *Disbursement Request Form*, signed by the Agency's authorized representative and must include all required supporting documentation for outcome data and reports consistent with the federal funding requirements.
- b. The Agency must submit a properly executed *Disbursement Request Form* to the County. The County will make payment to the Agency not more than thirty (30) days after said invoice and required supporting documentation are received and approved by Anoka County. It is the

Agency's sole responsibility to conduct its business and engage in services/contracts. The County will issue a statement of correction voucher in the event the voucher request is erroneous. Payment does not constitute absolute approval.

- c. Federal law requires that the federal funds allocated to this project must be disbursed no later than December 31, 2026. The County requires Agency reimbursement requests to be completed no later than October 31, 2026 (as specified in Exhibit A). **Any funds committed but not spent by the end of this Agreement's term may not be reimbursed to the Agency by the County.**

7. OPERATING BUDGET

The Agency shall apply the funds received from the County under this Agreement in accordance with the requirements of this Agreement and the Exhibits attached hereto.

8. MODIFICATIONS / AMENDMENTS

Either party may request modifications in the scope of services, terms, or conditions of this Agreement. Proposed modifications that are mutually agreed upon shall only be valid if incorporated by written amendment to this Agreement. A written amendment may affect a project or projects authorized by this Agreement or may be of general application. In no way, will the amount of reimbursement be adjusted within this agreement.

9. ASSIGNMENT AND SUBCONTRACTING

- a. The Agency shall not assign any portion of this Agreement without the written consent of the County.
- b. Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement and proper bidding procedures contained therein. The Agency agrees that it is as fully responsible to the County for the acts and omissions of its contractors and subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.
- c. **Agency must include required federal clauses in any subcontracts or lower tier contracts using federal funds, in such form as contained in the application and set forth in Exhibit B.**

10. HOLD HARMLESS AND INDEMNIFICATION

- a. The Agency shall, to the greatest extent permitted by law, hold harmless, indemnify, and defend the County, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys' fees), losses, damages or lawsuits for damages arising from or related to the services to be provided under this Agreement, including but not limited to the negligence of the Agency or any contractors/subcontractors, entities, or persons for which the Agency is legally responsible.
- b. The Agency further agrees that it is financially responsible (liable) for any audit exception that occurs due to its negligence or failure to comply with the terms of the Agreement.

11. INSURANCE

- a. Agency agrees that, at all times during this Contract in order to protect itself as well as the County under Section 10. HOLD HARMLESS AND INDEMNITY, it will have and keep in force the insurance, and will comply with the terms and conditions, specified in Attachment A.
- b. Agency agrees to notify the County about any claim made against Agency related to services provided under this contract.

- c. Agency will allow the County to examine records related to a claim related to services provided to an individual or family pursuant to a Purchase of Service Agreement under this contract.

12. CONFLICT OF INTEREST

- a. Interest of Officers, Employees, or Agents - No employee, agent, consultant, officer, or elected or appointed official of the Agency who exercises any functions or responsibilities with respect to Grant Program activities assisted under this Program or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- b. Interest of Subcontractor and Their Employees - The Agency agrees that it will execute the required Certification of Non-Conflict of Interest attached as an Appendix to this Agreement, and will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Grant Program has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Agency and the County.

13. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the Provider's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 2003, Section 13.01 et seq. or any other applicable State statutes and any State rules adopted to implement the Act, as well as State statutes and Federal regulations on data privacy. The Provider agrees to abide by these statutes, rules, and regulations and as they may be amended.

14. TERMINATION

- a. Termination for Cause. This Agreement is subject to termination upon thirty (30) days written notice by the County should:
 - (1) The Agency mismanage or make improper or unlawful use of Agreement funds;
 - (2) The Agency fail to comply with the terms and conditions expressed herein or the applicable regulations and directives of the Federal Government, State, or County;
 - (3) The Agency fail to provide work or services expressed by this Agreement; or
 - (4) The Agency fail to submit reports or submit incomplete or inaccurate reports in any material respect.
- b. Termination for Convenience. The County may terminate this contract, in whole or in part, at any time by written notice to the Agency when it is in the Government's best interest. The Agency shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Agency shall promptly submit its termination claim to County

to be paid the Agency. If the Agency has any property in its possession belonging to the County, the Agency will account for the same, and dispose of it in the manner the County directs.

- c. This Agreement may be terminated by the County immediately upon the receipt by the County of notice of the loss of federal funding for the Broadband Infrastructure Program or any project of the Agency.
- d. Otherwise, this Agreement shall terminate on the latest termination date specified on the Exhibit(s) attached hereto and shall be subject to extension only by mutual agreement and amendment in accordance with the General Conditions of this Agreement except the County may terminate the agreement if funds are not expended as required.
- e. Upon termination of this Agreement, any unexpended balance of Agreement funds shall remain in the County unless/until reallocated by the County or returned to Treasury.
- f. In the event that termination occurs under paragraph a (1) of this section, the Agency shall return to the County all funds which were expended in violation of the terms of this Agreement.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. GENERAL REQUIREMENTS

The Agency shall comply with the American Rescue Plan Act (ARPA), Public Law 117-2, signed into law on March 11, 2021, and all implementing rules and regulations applicable to the Coronavirus State Fiscal Recovery Fund (CSFRF) and the Coronavirus Local Fiscal Recovery Fund (CLFRF), CFDA number 21.027, established under the American Rescue Plan Act.

2. PROCUREMENT STANDARDS

In awarding contracts pursuant to this Agreement, the Agency shall comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the Agency shall comply with the requirements of the U.S. Office of Management and Budget Code of Federal Regulations 2 CFR part 200 as appropriate, relating to bonding, insurance and procurement standards; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over Ten Thousand and no/100 Dollars (\$10,000.00). Where federal standards differ from local or state standards, the stricter standards shall apply. The federal standard of Ten Thousand and no/100 Dollars (\$10,000.00) for competitive bidding shall apply only if the applicable state or local standard for competitive bidding is less strict than Ten Thousand and no/100 Dollars (\$10,000.00).

3. ENVIRONMENTAL REVIEW

- a. NEPA Exemption - Pursuant to U.S. Treasury guidance, a National Environmental Policy Act (NEPA) exemption is in place for the administration of ARPA funds. Agency may still be subject to NEPA review if it also receives funding from other federal financial assistance programs where no exemption applies.
- b. State Environmental Policy Act - Agencies that are branches of government under Minnesota Law, retain responsibility for fulfilling the requirements of the State Law regarding environmental policy and conservation, and regulations and ordinances adopted thereunder. If the agency is not a branch of government under Minnesota Law, the County may require the agency to furnish data, information and assistance as necessary to enable the County to comply with the State Environmental Policy Act.

4. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government. The Purchaser and Agency acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Agency, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Agency agrees to include the above clause in each subcontract financed in whole or in part with ARPA federal funding. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA (ARPA) financial assistance will be used to fund all or a portion of the above-referenced contract. By accepting this contract, the Agency agrees to comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. **The federal requirements made part of the underlying contract between Anoka County and Agency must also be included in any subcontracts or lower tier contracts using federal funds, in such form as contained in Exhibit B.**

6. LOBBYING

The Lobbying requirements mandate the maximum flow down at every contracting tier, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Agencies who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Agency must sign and submit to the non-federal entity the certification attached hereto as an Appendix.

(To be submitted with each contract exceeding \$100,000)

7. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

Clean Air: The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Agency agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

The Agency also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided to the County under ARPA.

Federal Water Pollution Control Act:

The Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Agency agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

By entering into this agreement, the Agency agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through ARPA.

8. SUSPENSION AND DEBARMENT

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Agency is required to verify that none of the Agency's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- c. This certification is a material representation of fact relied upon Agency/contractor. If it is later determined that the Agency did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Agency shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Agency also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate and to the extent consistent with federal law, including 2 C.F.R. § 200.322, the Agency should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:

- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. SOCIOECONOMIC AFFIRMATIVE STEPS (2 C.F.R. § 200.321)

In the performance of this contract, the Agency must take all necessary affirmative steps to make sure small and minority businesses, women-owned enterprises, and labor surplus area firms are used when possible (see [PDAT Field Manual](#) for definitions). Affirmative steps must include at least the following six steps:

- (1) Placing qualified small and minority businesses and women's business enterprises on bidding/solicitation lists;
- (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring all subcontractors (if subcontracts are permitted) to take the same affirmative steps as listed in numbers 1 through 5 above.

The Agency and Contractors must complete a Socioeconomic Report Form or otherwise demonstrate activities relevant to the above affirmative requirements.

12. DHS SEAL, LOGO, AND FLAGS

The Agency shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Agency acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Agency's actions pertaining to this contract.

14. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to all underlying contracts. The Agency also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Agency agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Agency agrees to refrain from discrimination against present and prospective employees for reason of age.
- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

15. BREACHES AND DISPUTE RESOLUTION

- a. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of County. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Agency mails or otherwise furnishes a written appeal to the County Purchasing Manager. In connection with any such appeal, the Agency shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County Purchasing Manager shall be binding upon the Agency and the Agency shall abide by the decision.
- b. **Performance During Dispute** - Unless otherwise directed by County, Agency shall continue performance under this Contract while matters in dispute are being resolved.
- c. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. **Venue** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Agency arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the State of Minnesota, County of Anoka.
- e. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County, Officers, agents or contractors shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

- (1) **Overtime requirements.** No Agency or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Agency and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Agency and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Agency or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Agency or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The Agency or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

17. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to the underlying contract:

- 1) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Agency agrees to refrain from discrimination against present and prospective employees for reason of age.
- 2) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
- 3) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Agency agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Agency agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. HISTORIC PRESERVATION

The Agency shall meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR pt. 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR pt. 58.

19. NONPARTICIPATION IN POLITICAL ACTIVITIES

The Agency shall comply with the provisions of the Hatch Act (5 USC Chapter 15).

20. NON-SUBSTITUTION FOR LOCAL FUNDING

The ARPA Funding made available under this Agreement shall not be utilized by the Agency to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

21. PUBLIC OWNERSHIP

For agencies which are not municipal corporations organized under the laws of the State of Minnesota, it may become necessary to grant the County a property interest where the subject project calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements. The Agency shall comply with current County policy regarding transfer of a property interest sufficient to meet the public ownership requirement.

22. PUBLIC INFORMATION

In all news releases and other public notices related to projects funded under this Agreement, the Agency shall include information identifying the source of funds as the Anoka County Broadband Grant Program.

23. APPLICABLE UNIFORM ADMINISTRATIVE REQUIREMENTS

An Agency (recipients and sub-recipients) including public agencies shall comply with the requirements and standards of the Office of Management and Budget, Code of Federal Regulations 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Regulations available at www.ecfr.gov and www.cfo.gov/cofar.

24. OTHER TERMS AND CONDITIONS OF THE FEDERAL AWARD

A. General Compliance

The Agency shall comply with all applicable provisions of the ARPA, Public Law No. 116-136 that govern the use of Federal funds available under this Agreement. The Agency shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the ARPA funds in complying with its obligations under this Agreement, regardless of whether ARPA funds are made available to the Agency on an advance or reimbursement basis.

B. Duplication of Grant Funds

The Agency shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of grant awards for the same or similar expenses of any kind. If Grantee determines grant funds were received for duplicate services/expenses reimbursed by other sources, Agency shall immediately repay Grantee the amount of grant funds awarded for such duplicate activities.

C. Client Data and Other Sensitive Information

The Agency must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected

personally identifiable information, as defined in 2 CFR §200.82, and other information the Grantee designates as sensitive or the Agency considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

D. Close-Out

The Agency shall closeout its use of the ARPA funds and its obligations under this Agreement by complying with the closeout procedures provided by Grantee's Program Administrator. Activities during this close-out period may include, but are not limited to: making final payments, return of all unused materials, equipment, unspent funds to the Grantee, and determining the custodianship of records. Any close-out responsibilities of the Agency receiving federal grant funds shall survive termination of this Agreement.

PART III. EVALUATION, AUDIT, RECORD KEEPING

1. EVALUATION / OUTCOMES

The Agency agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process. (See Exhibit A for Outcome Reporting Requirements)

2. ACCESS TO RECORDS / RIGHT TO AUDIT

a. The following access to records requirements apply to this contract:

- (1) The Agency agrees to provide Anoka County, the FEMA (ARPA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Agency which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Agency agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Agency agrees to provide the FEMA (ARPA) Administration or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County of Anoka and the Agency acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA or ARPA Administrator or the Comptroller General of the United States.
- (5) Access to records and documents with respect to all matters covered by this Agreement shall continue during the performance of this Agreement and during the period of retention specified in this Part III.

b. Single Audit

The Subrecipient may be audited to verify all or parts of the Subrecipient's Federal awards expended during the respective performance period upon request by federal, state, or local auditors. As needed, Subrecipient must allow Grantee's Program Administrator, Anoka County, State and Federal Auditors, or any of their authorized representatives (which may include other independent financial analysts) (collectively, "Auditors") access to documentation related to this Agreement and the grant. Subrecipient must allow the Auditors to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other data, which are pertinent to Subrecipient's accounting practices and procedures, and involve transactions relating to this Agreement.

3. MERGER AND SEVERABILITY

The is the entire Agreement between Grantee and Subrecipient, and it supersedes any oral agreements

and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. Only written alterations, variations or modifications of the provisions of this Agreement will be valid. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

4. SIGNATURES / COUNTERPARTS

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of such party. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together constitutes but one and the same instrument.

5. RETENTION OF RECORDS

Records documenting this CDBG funded project shall be retained by the Agency for five (5) years after completion with all Project requirements, except as follows: (1) Records that are the subject of audit findings shall be retained for five (5) years after such findings have been resolved. (2) Records for nonexpendable property shall be retained for five (5) years after its final disposition. Nonexpendable property is defined in the U.S. Office of Management and Budget Circular No. A-102 or A-110 as appropriate. Records may be kept in either a paper or electronic format.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

CITY OF EAST BETHEL

By: _____
Jim Dickinson
County Administrator

Signature: _____
City Administrator

Date: _____

Date: _____

By: _____
Mike Gamache,
County Board Chair

Signature: _____
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

Date: _____

ATTACHMENT A

INSURANCE REQUIREMENTS

1. INSURANCE

- 1.1. Agency will procure and maintain for the duration of this Agreement (hereinafter referred to as the “Contract”), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the Agency, its agents, representatives, employees or subcontractors.
- 1.2. **Commercial General Liability.** Agency will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined limit of not less than \$1,500,000 each occurrence.
 - 1.2.1. CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent Agency, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
 - 1.2.2. **Anoka County**, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the Commercial General Liability, using ISO additional insured endorsement CG 20 26 or substitute providing equivalent coverage, and under the commercial umbrella, if any with respect to liability arising out of the Agency’s work and services performed for the County. This coverage shall be primary to the Additional Insured.
 - 1.2.3. The County’s insurance will be excess of the Agency’s insurance and will not contribute to it. The Agency’s coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
 - 1.2.4. **Waiver of Subrogation.** Agency waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by Agency pursuant to Paragraph 1.1. Agency will obtain an endorsement to affect this waiver.
 - 1.2.5. Prior to the start of this Contract, Agency will furnish Anoka County with a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of Anoka County to demand such certificate or other evidence of full compliance with the insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance. Failure to provide the required certificates of insurance and endorsements constitutes a breach of this contract.



EXHIBIT A
Anoka County Broadband Infrastructure Grant Program
Under American Rescue Plan Act (ARPA)
Disbursement Request Form
(Include required forms/documentation)

Anoka County Use Only	
Date Rec'd	
AC Project #	
HUD Voucher #	

Agency: City of East Bethel	Project Payment Requested for:			
Payment Address:				
Contact Information: Name: Title: Phone:	Original Grant Amount	Total Previous Requests	Amount This Draw	New Balance
	\$1,019,800			

Approved Funding: \$1,019,800

Project Description: Broadband expansion and improvement to 177 unserved and underserved addresses within the Cities of East Bethel and Bethel and the township of Linwood.

Supporting Documentation for accomplishments must be attached. See page 2 for Certification and Data Reporting Obligations.

Please email completed, signed forms (with all reporting data) to:
 Nicole Hegge, Financial Operations Manager
Nicole.hegge@anokacountymn.gov

Programmatic Requirements and Data Reporting

Purpose/Goal:

In order for an Agency subrecipient to use ARPA funds on broadband infrastructure, the Agency must implement broadband to households or businesses with upload and download speeds of 100 Mbps. These requirements are in place to ensure any broadband infrastructure supported by ARPA funding is capable of enabling users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and which is sufficiently robust to meet increasing household and business demands for bandwidth. In limited cases, if the minimum speed requirements are impracticable, they may be lessened to 100 Mbps download speed and 20 Mbps upload speed, with the ability to scale up to the 100/100 Mbps standard. The Subrecipient may also assist in providing broadband to individual households that do not have reliable broadband service available.

Required Data to be Reported by Agency/Subrecipient to Anoka County:

- 1. Location (for broadband = geospatial location data)
- 2. Additional data points are required. **The attached Broadband Compliance Checklist is located in Section T of Exhibit B as a part of the Subrecipient Agreement.** Agency agrees to comply with the requirements by providing to Anoka County all information required by U.S. Treasury for reporting and compliance. Agency agrees that any information needed from its Contractor(s) must also be provided to the County by the Agency.

CERTIFICATION BY AGENCY:

By signing below, the Subrecipient Agency, through its authorized representative, certifies that all reports and outcomes are true and correct to the best of Agency's knowledge and that all costs reimbursed were expended in compliance with Anoka County's Broadband Infrastructure Grant Program, under ARPA.

Signature

Date

Print Authorized Rep Name/Title: Name:: _____ Title: _____

EXHIBIT B
Federal Contract Clauses

The Anoka County Broadband Grant program involves the use of federal funds obtained by the County through the American Rescue Plan Act of 2021 (“American Rescue Plan”, “ARPA”). Therefore, the Applicant City/Township (hereinafter “Agency”) and any lower tier contractors must agree to comply with the American Rescue Plan Act, as amended, as well as the rules of any regulatory body under the American Rescue Plan Act.

Subject to the applicable requirements of 2 C.F.R. §200.326 and 2 C.F.R., Part 200, Appendix II, the below Additional Federal Provisions for Broadband Grants are attached and incorporated into, and shall thereby apply to, the Agency being awarded the grant/contract, as well as all lower tier contracts with any contractors or subcontractors who may be retained to work on the project. **The Agency is responsible to include the federal provisions in any of its contracts or subcontracts involving the federal broadband grant funds.**

A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

- (1) The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Agency agrees to include the above clause in each subcontract financed in whole or in part with ARPA federal funding. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the above-referenced contract. By accepting this contract, the Agency agrees to comply with all applicable Federal law, regulations, executive orders, U.S. Treasury policies, procedures, and directives.

C. LOBBYING

The Lobbying requirements mandate the maximum flow down at every contracting tier, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Agencies and Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Agencies and contractors must sign and submit to the non-federal entity the certification attached hereto as an Appendix. *(To be submitted with any bid or offer exceeding \$100,000)*

D. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

Clean Air - The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Agency agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

Grantees must include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided to the County under ARPA.

Federal Water Pollution Control Act

The Agency and Contractor agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

The Agency and Contractor agree to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Agency agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

E. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Agency is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Agency agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while an offer is valid and throughout the period of any contract that may arise from this offer. The Agency further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (3) This certification is a material representation of fact relied upon subrecipient/contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Agency and its Contractors shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or

3. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. DOMESTIC PREFERENCES FOR PROCUREMENTS

- (1) As appropriate and to the extent consistent with federal law, including 2 C.F.R. § 200.322, the Agency and Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (2) For purposes of this section:
 - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. SOCIOECONOMIC AFFIRMATIVE STEPS (2 C.F.R. § 200.321)

In the performance of this contract, the Agency and Contractor must take all necessary affirmative steps to make sure small and minority businesses, women-owned enterprises, and labor surplus area firms are used when possible (see [PDAT Field Manual](#) for definitions). Affirmative steps must include at least the following six steps:

- (1) Placing qualified small and minority businesses and women's business enterprises on bidding/solicitation lists;
- (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring all subcontractors (if subcontracts are permitted) to take the same affirmative steps as listed in numbers 1 through 5 above.

I. ACCESS TO RECORDS.

The following access to records requirements apply to this contract:

- (1) The Agency and Contractor agree to provide Anoka County, the FEMA (ARPA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Agency and Contractor agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Agency and Contractor agree to provide the FEMA (ARPA) Administration or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County of Anoka, Agency and its Contractor must acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA or ARPA Administrator or the Comptroller General of the United States.

J. DHS SEAL, LOGO, AND FLAGS

The Agency and Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. MODIFICATIONS / CHANGES

Any material alterations, modifications or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

L. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Agency and Contractor acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

M. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to all underlying contracts. The Agency and Contractor also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Agency and Contractor agree that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

- Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Agency and Contractor agree to refrain from discrimination against present and prospective employees for reason of age.
- Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Agency and Contractor agree that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal

Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

N. BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of County or Agency. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's governing body shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the State of Minnesota, County of Anoka.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency, County, its Officers, agents or contractors shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

O. TERMINATION

Termination for Convenience. The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to County to be paid the Contractor. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same, and dispose of it in the manner the County directs.

Termination for Cause. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure. The Agency in its sole discretion may, in the case of a termination for breach or default, allow the Contractor a reasonable period of time not to exceed ten (10) days, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from County setting forth the nature of said breach or default, County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

P. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Q. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to the underlying contract:

- 1) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- 2) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
- 3) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

R. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (§ 200.216)

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

S. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

T. Anoka County Broadband Grant Program Compliance Checklist for Subrecipients

General Project Information needed:

- Projected / actual construction start date (month /year)
- Projected / actual initiation of Operations date (month /year)
- Location

Detailed Project Information:

- Projected Technology type(s) (Planned / Actual)
 - Fiber
 - Coaxial Cable
 - Terrestrial Fixed Wireless
 - Other (Specify
- Total Miles of fiber deployed
- Total number of funded locations served (Planned / Actual)
- Total number of funded locations served, broken out by speeds:
 - Pre- grant investment
 - Number receiving 25/3 Mbps or below
 - Number receiving between 25/4 Mbps and 100 /20 Mbps

- Post -grant investment
 - Number receiving minimum 100/100 Mbps
 - Number receiving minimum 100/20 Mbps and scalable to minimum 100/100 Mbps
- Total number of funded locations served, broken out by type (Planned/ Actual):
 - Residential (total housing units)
 - Business
 - Community Anchor Institution
- Speed Tiers offered, corresponding non-promotional prices, including associated fees, and data allowance for each speed tier of broadband service (collection to be phased in).
- Location by Location Project Information – For each location served by the Project, the recipient must collect from the subrecipient or contractor the following information:
 - Latitude/ longitude at the structure where service will be installed
 - Technology used to offer service at the location
 - Location Type
 - Residential – number of housing units
 - Business
 - Community Anchor institution
 - Speed tier at the location pre-project investment (collected to be phased in)
 - 25/3 Mbps or below
 - Between 25/3 Mbps and 100/20 Mbps
 - Speed and latency at location post -project (collected to be phased in)
 - Maximum download speed offered
 - Maximum download speed delivered
 - Maximum upload speed offered
 - Maximum upload speed delivered
 - Latency

APPENDIX A

Byrd Anti-Lobbying Certification

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31

U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

**APPENDIX B
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

The undersigned Contractor the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) or this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation of this certification.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

Appendix C

CERTIFICATION OF NON-CONFLICT OF INTEREST

The Undersigned, on behalf of the Agency/City, certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1332, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGENCY: _____

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX D
SOCIOECONOMIC REPORT FORM

In the performance of this federally-funded contract, Contractors must take all necessary affirmative steps to make sure small and minority businesses, women-owned enterprises, and labor surplus area firms are used when possible (*see* [PDAT Field Manual](#) for definitions).

Project Description:	
Contractor Name:	
Authorized Contact Person:	
Email:	
Telephone:	

Affirmative steps must include at least the following activities listed below. In completing this form, Contractors must also certify that all subcontractors (if subcontracts are permitted) were required to take the same affirmative steps as listed in numbers 1 through 5 below.

Please answer all questions and attach compliance data as available. **This completed form and signed certification must be returned to Anoka County Purchasing prior to close of the project.**

- (1) What efforts did you make to place qualified small and minority businesses and women’s business enterprises on bidding/solicitation lists?

- (2) How does your company assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources?

- (3) Please describe how total requirements were divided (when economically feasible) into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.

(4) Explain how you established delivery schedules, where applicable, which encouraged participation by small and minority businesses, and women's business enterprises.

(5) Did your company use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce? Explain.

By checking the box, I certify that all subcontractors retained for this project (if subcontracts are permitted) were notified and required to take the same affirmative steps as listed in numbers 1 through 5 above.

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

RESOLUTION NO. 2024-95

**RESOLUTION APPROVING
CONSTRUCTION COST-SHARING AGREEMENT AND
JOINT POWERS AGREEMENT
FOR THE
INSTALLATION OF BROADBAND INFRASTRUCTURE IN
CITY OF BETHEL, CITY OF EAST BETHEL, AND TOWNSHIP OF LINWOOD**

WHEREAS, funding has been secured from Anoka County from the American Rescue Plan Act (“ARPA”) Broadband Infrastructure Grant Program, Subrecipient Agreement between the County of Anoka and the City of East Bethel, Contract Number C0011270 (hereinafter referred to as “Grant Agreement”) for the installation of broadband infrastructure within the City of Bethel, City of East Bethel, and the Township of Linwood; and

WHEREAS, the City of East Bethel, the City of Bethel, and Township of Linwood seek to enter into a joint powers agreement (“JPA”) authorizing the City of East Bethel to undertake oversight of the Grant Agreement, a copy of the JPA is attached hereto as **Exhibit A**; and

WHEREAS, Midcontinent Communications (“Midco”) seeks to install in the right of ways of the City of Bethel, the City of East Bethel, and the Township of Linwood the grant eligible broadband infrastructure improvements per the Construction Cost Sharing Agreement, attached hereto as **Exhibit B**;

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

1. The City approves and the City Administrator and the Mayor are authorized to enter into the JPA.
2. The City approves and the City Administrator and the Mayor are authorized to enter into the Construction Cost-Sharing Agreement.

Adopted this 23rd day of December, 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Kevin Lewis, Mayor

ATTEST:

Matt Look, City Administrator

PAY ESTIMATE #3
City of East Bethel
2024 Street Surface Improvement Project

Base Bid

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$ 43,000.00	\$ 43,000.00	1	\$ 43,000.00
2	SAWING CONCRETE PAVEMENT - FULL DEPTH	860	LIN FT	\$ 5.50	\$ 4,730.00	11	\$ 60.50
3	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	2462	LIN FT	\$ 1.85	\$ 4,554.70	192	\$ 355.20
4	REMOVE SEWER PIPE (STORM)	339	LIN FT	\$ 10.00	\$ 3,390.00	339	\$ 3,390.00
5	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	914	SQ YD	\$ 9.00	\$ 8,226.00	105	\$ 945.00
6	REMOVE BITUMINOUS PAVEMENT - STREET	925	SQ YD	\$ 9.00	\$ 8,325.00	1,213	\$ 10,917.00
7	REMOVE CONCRETE PAVEMENT	411	SQ YD	\$ 10.00	\$ 4,110.00	17	\$ 170.00
8	EXCAVATION - SUBGRADE (P)	221	CU YD	\$ 15.00	\$ 3,315.00	221	\$ 3,315.00
9	MINOR GRADE - SWALE	215	LIN FT	\$ 15.00	\$ 3,225.00		\$ -
10	MINOR GRADE - DITCH	283	LIN FT	\$ 15.00	\$ 4,245.00	283	\$ 4,245.00
11	AGGREGATE BASE CLASS 5	680	TON	\$ 28.00	\$ 19,040.00	450	\$ 12,600.00
12	SUBGRADE PREPARATION (P)	925	SQ YD	\$ 10.00	\$ 9,250.00	1,213	\$ 12,130.00
13	MILL BITUMINOUS SURFACE	2140	SQ YD	\$ 4.60	\$ 12,840.00	8,358	\$ 38,446.80
14	BITUMINOUS MATERIAL FOR TACK COAT	1827	GALLONS	\$ 2.50	\$ 4,567.50	1,100	\$ 2,750.00
15	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	909	SQ YD	\$ 17.90	\$ 16,271.10	105	\$ 1,879.50
16	TYPE SP 4.5 WEARING COURSE MIXTURE (2;B)	31	TON	\$ 120.00	\$ 3,720.00	56	\$ 6,720.00
17	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	2525	TON	\$ 74.00	\$ 186,850.00	2,501.0	\$ 185,074.00
18	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	125	TON	\$ 96.00	\$ 12,000.00	115	\$ 11,040.00
19	15" CS PIPE APRON	2	EACH	\$ 405.00	\$ 810.00	2	\$ 810.00
20	18" CS PIPE APRON	1	EACH	\$ 490.00	\$ 490.00	1	\$ 490.00
21	15" CPEP PIPE CULVERT	40	LIN FT	\$ 45.00	\$ 1,800.00	40	\$ 1,800.00
22	15" CPEP PIPE SEWER - PERFORATED	215	LIN FT	\$ 50.00	\$ 10,750.00	215	\$ 10,750.00
23	18" CPEP PIPE SEWER - PERFORATED	229	LIN FT	\$ 66.50	\$ 15,228.50	229	\$ 15,228.50
24	12" RC PIPE SEWER DESIGN 3006 CLASS V	107	LIN FT	\$ 67.00	\$ 7,169.00	107	\$ 7,169.00
25	CASTING ASSEMBLY	4	EACH	\$ 1,200.00	\$ 4,800.00	4	\$ 4,800.00
26	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	3	LIN FT	\$ 575.00	\$ 1,725.00	3	\$ 1,725.00
27	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	15	LIN FT	\$ 600.00	\$ 9,000.00	15	\$ 9,000.00
28	RANDOM RIPRAP CLASS II (FIELD STONE)	5	CU YD	\$ 150.00	\$ 750.00	5	\$ 750.00
29	CONCRETE CURB AND GUTTER DESIGN B418	476	LIN FT	\$ 32.25	\$ 15,351.00	491	\$ 15,834.75
30	6" CONCRETE DRIVEWAY PAVEMENT	3696	SQ FT	\$ 8.55	\$ 31,600.80	90	\$ 769.50
31	RELOCATE MAIL BOX	4	EACH	\$ 275.00	\$ 1,100.00	7	\$ 1,925.00
32	TRAFFIC CONTROL	1	LUMP SUM	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00

PAY ESTIMATE #3
City of East Bethel
2024 Street Surface Improvement Project

Base Bid (CONTINUED)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
33	STORM DRAIN INLET PROTECTION	3	EACH	\$ 150.00	\$ 450.00	3	\$ 450.00
34	SILT FENCE; TYPE MS	355	LIN FT	\$ 2.50	\$ 887.50	355	\$ 887.50
35	COMMON TOPSOIL BORROW	335	CU YD	\$ 46.00	\$ 15,410.00	131	\$ 6,026.00
36	SITE RESTORATION	6705	SQ YD	\$ 1.15	\$ 7,710.75	11,400	\$ 13,110.00
Total Base Bid					\$ 479,191.85		\$ 431,063.25

Alternate Bid

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
37	INTEGRANT CURB DESIGN B6	30	LIN FT	\$ 30.00	\$ 900.00	20	\$ 600.00
38	7" CONCRET PAVEMENT	30	SQ FT	\$ 13.25	\$ 397.50	30	\$ 397.50
39	CONNECT TO EXISTING STORM SEWER	1	EACH	\$ 450.00	\$ 450.00	1	\$ 450.00
40	CASTING ASSEMBLY	1	EACH	\$ 1,300.00	\$ 1,300.00	1	\$ 1,300.00
41	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	3.5	LIN FT	\$ 650.00	\$ 2,275.00	3.5	\$ 2,275.00
42	STORM DRAIN INLET PROTECTION	1	EACH	\$ 200.00	\$ 200.00	1	\$ 200.00
Total Alternate Bid					\$ 5,522.50		\$ 5,222.50

Base Bid	\$479,191.85	\$431,063.25
Alternate Bid	\$5,522.50	\$5,222.50
TOTAL	\$484,714.35	\$436,285.75

Contractor's Application for Payment No.

4

To (Owner): City of East Bethel	Application Period: November 30, 2024	Application Date: December 9, 2024
Project: 2024 Street Reconstruction Project	From (Contractor): Knife River Corporation	Via (Engineer): Hakanson Anderson

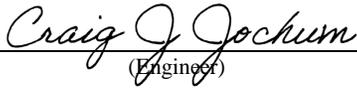
**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$0.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$837,085.77
2. Net change by Change Orders.....	\$	\$0.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$837,085.77
4. TOTAL COMPLETED AND STORED TO DATE	\$	\$766,910.45
5. RETAINAGE:	\$	
a. 2% X Work Completed.....	\$	\$15,338.21
b. 0% X Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$15,338.21
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$751,572.24
7. LESS PREVIOUS PAYMENTS.....	\$	\$695,535.09
8. AMOUNT DUE THIS APPLICATION.....	\$	\$56,037.15

Contractor's Certification	
The undersigned Contractor certifies, to the best of its knowledge, the following:	
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;	
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and	
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor Signature	
By: <i>Tom Dofrich</i>	Date: 12/9/24

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


12-10-2024

(Engineer) Date

OWNER: CITY OF EAST BETHEL

(Owner) Date

PAY ESTIMATE #4
City of East Bethel
2024 Street Reconstruction Project

Bid Schedule 'A': Davenport Street; SAP 203-102-009

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.6	LUMP SUM	\$ 59,000.00	\$ 35,400.00	0.6	\$ 35,400.00
2	REMOVE CATCH BASIN	2	EACH	\$ 200.00	\$ 400.00	2	\$ 400.00
3	REMOVE SIGN	8	EACH	\$ 25.00	\$ 200.00	8	\$ 200.00
4	REMOVE MAIL BOX SUPPORT	12	EACH	\$ 100.00	\$ 1,200.00	12	\$ 1,200.00
5	SAWING CONCRETE PAVEMENT - FULL DEPTH	13	LIN FT	\$ 5.50	\$ 71.50	8	\$ 44.00
6	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	234	LIN FT	\$ 1.85	\$ 432.90	234	\$ 432.90
8	REMOVE SEWER PIPE (STORM)	249	LIN FT	\$ 12.00	\$ 2,988.00	249	\$ 2,988.00
9	REMOVE CURB AND GUTTER	132	LIN FT	\$ 4.00	\$ 528.00	114	\$ 456.00
10	REMOVE BITUMINOUS PAVEMENT	770	SQ YD	\$ 9.00	\$ 6,930.00	770	\$ 6,930.00
12	EXCAVATION - COMMON (P)	223	CU YD	\$ 9.00	\$ 2,007.00	223	\$ 2,007.00
14	EXCAVATION - CHANNEL AND POND	890	CU YD	\$ 13.00	\$ 11,570.00	890	\$ 11,570.00
16	SUBGRADE PREPARATION	27.5	ROAD STATION	\$ 230.00	\$ 6,325.00	27.5	\$ 6,325.00
17	AGGREGATE BASE CLASS 5	713	TON	\$ 21.00	\$ 14,973.00	713	\$ 14,973.00
18	FULL DEPTH RECLAMATION	7755	SQ YD	\$ 1.45	\$ 11,244.75	7,755	\$ 11,244.75
19	HAUL FULL DEPTH RECLAMATION (LV) (P)	1680	CU YD	\$ 15.00	\$ 25,200.00	1,200	\$ 18,000.00
20	MILL BITUMINOUS SURFACE (2.0")	8.3	SQ YD	\$ 22.50	\$ 186.75	28.6	\$ 643.50
21	BITUMINOUS MATERIAL FOR TACK COAT	411	GALLONS	\$ 2.50	\$ 1,027.50	278	\$ 695.00
22	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) 3.0" THICK	603	SQ YD	\$ 21.00	\$ 12,663.00	641	\$ 13,461.00
23	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	1040	TON	\$ 76.00	\$ 79,040.00	939	\$ 71,364.00
24	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	1040	TON	\$ 76.00	\$ 79,040.00	979.5	\$ 74,442.00
25	12" RC PIPE APRON	1	EACH	\$ 715.00	\$ 715.00	1	\$ 715.00
26	15" RC PIPE APRON	1	EACH	\$ 775.00	\$ 775.00	1	\$ 775.00
27	12" RC PIPE SEWER DESIGN 3006 CLASS V	107	LIN FT	\$ 58.00	\$ 6,206.00	113	\$ 6,554.00
28	15" RC PIPE SEWER DESIGN 3006 CLASS V	498	LIN FT	\$ 70.00	\$ 34,860.00	504	\$ 35,280.00
29	CASTING ASSEMBLY	6	EACH	\$ 1,300.00	\$ 7,800.00	6	\$ 7,800.00
30	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	6.5	LIN FT	\$ 475.00	\$ 3,087.50	6.5	\$ 3,087.50
31	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	13.6	LIN FT	\$ 610.00	\$ 8,296.00	13.6	\$ 8,296.00
32	RANDOM RIPRAP CLASS II	5	CU YD	\$ 125.00	\$ 625.00	5	\$ 625.00
36	CONCRETE CURB AND GUTTER DESIGN B418	5162	LIN FT	\$ 16.58	\$ 85,585.96	5,267	\$ 87,326.86
37	CONCRETE CURB AND GUTTER DESIGN B612	73	LIN FT	\$ 31.50	\$ 2,299.50	88	\$ 2,772.00
38	CONCRETE CURB AND GUTTER DESIGN B618	211	LIN FT	\$ 16.37	\$ 3,454.07	124	\$ 2,029.88
39	8" CONCRETE DRIVEWAY PAVEMENT	22.3	SQ YD	\$ 122.73	\$ 2,736.88	38	\$ 4,663.74

PAY ESTIMATE #4
City of East Bethel
2024 Street Reconstruction Project

Bid Schedule 'A': Davenport Street; SAP 203-102-009 (CONTINUED)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
42	MAIL BOX SUPPORT	12	EACH	\$ 200.00	\$ 2,400.00	11	\$ 2,200.00
43	TRAFFIC CONTROL	0.6	LUMP SUM	\$ 12,000.00	\$ 7,200.00	0.6	\$ 7,200.00
44	SIGN PANELS TYPE C	93	SQ FT	\$ 65.00	\$ 6,045.00	93	\$ 6,045.00
46	STABILIZED CONSTRUCTION EXIT	0.8	LUMP SUM	\$ 0.01		0.8	\$ 0.01
47	EROSION CONTROL SUPERVISOR	0.8	LUMP SUM	\$ 906.06	\$ 724.85	0.8	\$ 724.85
48	STORM DRAIN INLET PROTECTION	6	EACH	\$ 200.00	\$ 1,200.00	6.0	\$ 1,200.00
49	CULVERT END CONTROLS	2	EACH	\$ 250.00	\$ 500.00		\$ -
50	SILT FENCE, TYPE MS	2500	LIN FT	\$ 1.65	\$ 4,125.00	2,500	\$ 4,125.00
51	FILTER TOPSOIL BORROW	63	CU YD	\$ 50.00	\$ 3,150.00		\$ -
52	FERTILIZER TYPE 1	837	POUND	\$ 0.85	\$ 711.45	618	\$ 525.30
53	ROLLED EROSION PREVENTION CATEGORY 25	820	SQ YD	\$ 1.98	\$ 1,623.60	950	\$ 1,881.00
54	SEEDING (P)	2.8	ACRE	\$ 250.00	\$ 700.00	2.8	\$ 700.00
55	HYDRAULIC BONDED FIBER MATRIX	9800	POUND	\$ 1.45	\$ 14,210.00	7,930	\$ 11,498.50
56	SEED MIXTURE 25-131	616	POUND	\$ 4.00	\$ 2,464.00	602	\$ 2,408.00
57	SEED MIXTURE 33-261	5	POUND	\$ 25.00	\$ 125.00	10	\$ 250.00
58	6" SOLID LINE MULTI-COMPONENT	5175	LIN FT	\$ 0.71	\$ 3,674.25	5,280	\$ 3,748.80
59	4" BROKEN LINE MULTI-COMPONENT	530	LIN FT	\$ 0.51	\$ 270.30	530	\$ 270.30
61	24" SOLID LINE MULTI-COMPONENT	44	LIN FT	\$ 12.00	\$ 528.00	40	\$ 480.00
Total Bid Schedule 'A'					\$ 497,519.76		\$ 475,957.89

PAY ESTIMATE #4
City of East Bethel
2024 Street Reconstruction Project

Bid Schedule 'B': 209th Avenue; SAP 203-121-001

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.25	LUMP SUM	\$ 59,000.00	\$ 14,750.00	0.25	\$ 14,750.00
2	REMOVE CATCH BASIN	1	EACH	\$ 200.00	\$ 200.00	1	\$ 200.00
3	REMOVE SIGN	2	EACH	\$ 25.00	\$ 50.00	2	\$ 50.00
5	SAWING CONCRETE PAVEMENT - FULL DEPTH	2	LIN FT	\$ 5.50	\$ 11.00	2	\$ 11.00
6	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	159	LIN FT	\$ 1.85	\$ 294.15	159	\$ 294.15
7	REMOVE PIPE CULVERT	60	LIN FT	\$ 10.00	\$ 600.00	60	\$ 600.00
8	REMOVE SEWER PIPE (STORM)	165	LIN FT	\$ 12.00	\$ 1,980.00	50	\$ 600.00
9	REMOVE CURB AND GUTTER	15	LIN FT	\$ 4.00	\$ 60.00	15	\$ 60.00
12	EXCAVATION - COMMON (P)	79	CU YD	\$ 9.00	\$ 711.00	79	\$ 711.00
13	EXCAVATION - MUCK	2065	CU YD	\$ 12.25	\$ 25,296.25	875	\$ 10,718.75
15	SELECT GRANULAR EMBANKMENT (CV)	664	CU YD	\$ 20.00	\$ 13,280.00		\$ -
16	SUBGRADE PREPARATION	7.9	ROAD STATION	\$ 230.00	\$ 1,817.00	7.9	\$ 1,817.00
18	FULL DEPTH RECLAMATION	2476	SQ YD	\$ 1.45	\$ 3,590.20	2,476	\$ 3,590.20
19	HAUL FULL DEPTH RECLAMATION (LV) (P)	715	CU YD	\$ 15.00	\$ 10,725.00	500	\$ 7,500.00
20	MILL BITUMINOUS SURFACE (2.0")	35.3	SQ YD	\$ 22.50	\$ 794.25	68.6	\$ 1,543.50
21	BITUMINOUS MATERIAL FOR TACK COAT	119	GALLONS	\$ 2.50	\$ 297.50	85.00	\$ 212.50
23	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	302	TON	\$ 76.00	\$ 22,952.00	274.3	\$ 20,846.80
24	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	302	TON	\$ 76.00	\$ 22,952.00	273.2	\$ 20,763.20
26	15" RC PIPE APRON	2	EACH	\$ 775.00	\$ 1,550.00	2	\$ 1,550.00
28	15" RC PIPE SEWER DESIGN 3006 CLASS V	342	LIN FT	\$ 70.00	\$ 23,940.00	330	\$ 23,100.00
29	CASTING ASSEMBLY	3	EACH	\$ 1,300.00	\$ 3,900.00	3	\$ 3,900.00
31	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	13.3	LIN FT	\$ 610.00	\$ 8,113.00	13.3	\$ 8,113.00
32	RANDOM RIPRAP CLASS II	3	CU YD	\$ 125.00	\$ 375.00	3.0	\$ 375.00
36	CONCRETE CURB AND GUTTER DESIGN B418	1370	LIN FT	\$ 16.58	\$ 22,714.60	1,355	\$ 22,465.90
43	TRAFFIC CONTROL	0.25	LUMP SUM	\$ 12,000.00	\$ 3,000.00	0.25	\$ 3,000.00
44	SIGN PANELS TYPE C	16	SQ FT	\$ 65.00	\$ 1,040.00	16	\$ 1,040.00
46	STABILIZED CONSTRUCTION EXIT	0.1	LUMP SUM	\$ 0.01		0.1	\$ -
47	EROSION CONTROL SUPERVISOR	0.1	LUMP SUM	\$ 906.06	\$ 90.61	0.1	\$ 90.61
48	STORM DRAIN INLET PROTECTION	2	EACH	\$ 200.00	\$ 400.00	2	\$ 400.00
49	CULVERT END CONTROLS	2	EACH	\$ 250.00	\$ 500.00		\$ -
50	SILT FENCE, TYPE MS	1800	LIN FT	\$ 1.65	\$ 2,970.00	1,800	\$ 2,970.00
52	FERTILIZER TYPE 1	218	POUND	\$ 0.85	\$ 185.30	166	\$ 141.10
54	SEEDING (P)	0.7	ACRE	\$ 250.00	\$ 175.00	0.7	\$ 175.00

PAY ESTIMATE #4
City of East Bethel
2024 Street Reconstruction Project

Bid Schedule 'B': 209th Avenue; SAP 203-121-001 (CONTINUED)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
55	HYDRAULIC BONDED FIBER MATRIX	2450	POUND	\$ 1.45	\$ 3,552.50	2,135	\$ 3,095.75
56	SEED MIXTURE 25-131	154	POUND	\$ 4.00	\$ 616.00	158	\$ 632.00
58	6" SOLID LINE MULTI-COMPONENT	1300	LIN FT	\$ 0.71	\$ 923.00	1,320	\$ 937.20
60	4" DOUBLE SOLID LINE MULTI-COMPONENT	650	LIN FT	\$ 1.02	\$ 663.00	660	\$ 673.20
61	24" SOLID LINE MULTI-COMPONENT	12	LIN FT	\$ 12.00	\$ 144.00	12	\$ 144.00
Total Bid Schedule 'B'					\$ 195,212.36		\$ 157,070.86

Bid Schedule 'C': Local Funding

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.15	LUMP SUM	\$ 59,000.00	\$ 8,850.00	0.15	\$ 8,850.00
3	REMOVE SIGN	4	EACH	\$ 25.00	\$ 100.00	4	\$ 100.00
4	REMOVE MAIL BOX SUPPORT	7	EACH	\$ 100.00	\$ 700.00	7	\$ 700.00
5	SAWING CONCRETE PAVEMENT - FULL DEPTH	4	LIN FT	\$ 5.50	\$ 22.00	4	\$ 22.00
6	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	179	LIN FT	\$ 1.85	\$ 331.15	213	\$ 394.05
9	REMOVE CURB AND GUTTER	259	LIN FT	\$ 4.00	\$ 1,036.00	258	\$ 1,032.00
10	REMOVE BITUMINOUS PAVEMENT	324	SQ YD	\$ 9.00	\$ 2,916.00	324	\$ 2,916.00
11	REMOVE CONCRETE PAVEMENT	46	SQ YD	\$ 12.00	\$ 552.00	46	\$ 552.00
12	EXCAVATION - COMMON (P)	209	CU YD	\$ 9.00	\$ 1,881.00	209	\$ 1,881.00
16	SUBGRADE PREPARATION	7.6	ROAD STATION	\$ 230.00	\$ 1,748.00	7.6	\$ 1,748.00
17	AGGREGATE BASE CLASS 5	417	TON	\$ 21.00	\$ 8,757.00	373	\$ 7,833.00
18	FULL DEPTH RECLAMATION	2435	SQ YD	\$ 1.45	\$ 3,530.75	2,435	\$ 3,530.75
19	HAUL FULL DEPTH RECLAMATION (LV) (P)	440	CU YD	\$ 15.00	\$ 6,600.00	300	\$ 4,500.00
20	MILL BITUMINOUS SURFACE (2.0")	255.4	SQ YD	\$ 22.50	\$ 5,746.50	40	\$ 900.00
21	BITUMINOUS MATERIAL FOR TACK COAT	131	GALLONS	\$ 2.50	\$ 327.50	130	\$ 325.00
22	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) 3.0" THICK	165	SQ YD	\$ 21.00	\$ 3,465.00	187	\$ 3,927.00
23	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	332	TON	\$ 76.00	\$ 25,232.00	315	\$ 23,940.00
24	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	302	TON	\$ 76.00	\$ 22,952.00	302	\$ 22,952.00
33	4" CONCRETE WALK	175	SQ FT	\$ 7.50	\$ 1,312.50		\$ -
34	DRILL AND GROUT REINF BAR (EPOXY COATED)	13	EACH	\$ 10.00	\$ 130.00		\$ -
35	CONCRETE CURB RAMP WALK	75	SQ FT	\$ 16.21	\$ 1,215.75		\$ -
37	CONCRETE CURB AND GUTTER DESIGN B612	70	LIN FT	\$ 31.50	\$ 2,205.00		\$ -

PAY ESTIMATE #4
City of East Bethel
2024 Street Reconstruction Project

Bid Schedule 'C': Local Funding (CONTINUED)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
38	CONCRETE CURB AND GUTTER DESIGN B618	1251	LIN FT	\$ 16.37	\$ 20,478.87	1,531	\$ 25,062.47
39	8" CONCRETE DRIVEWAY PAVEMENT	77.5	SQ YD	\$ 122.73	\$ 9,511.58	77	\$ 9,450.21
40	CONCRETE CURB AND GUTTER	8	LIN FT	\$ 40.00	\$ 320.00	8	\$ 320.00
41	TRUNCATED DOMES	12	SQ FT	\$ 60.00	\$ 720.00		\$ -
42	MAIL BOX SUPPORT	7	EACH	\$ 200.00	\$ 1,400.00	6.0	\$ 1,200.00
43	TRAFFIC CONTROL	0.15	LUMP SUM	\$ 12,000.00	\$ 1,800.00	0.15	\$ 1,800.00
44	SIGN PANELS TYPE C	11.3	SQ FT	\$ 65.00	\$ 734.50	11.3	\$ 734.50
45	SIGN SPECIAL	48	SQ FT	\$ 38.00	\$ 1,824.00	48	\$ 1,824.00
46	STABILIZED CONSTRUCTION EXIT	0.1	LUMP SUM	\$ 0.01		0.1	\$ -
47	EROSION CONTROL SUPERVISOR	0.1	LUMP SUM	\$ 906.06	\$ 90.60	0.1	\$ 90.61
50	SILT FENCE, TYPE MS	450	LIN FT	\$ 1.65	\$ 742.50	450	\$ 742.50
52	FERTILIZER TYPE 1	209	POUND	\$ 0.85	\$ 177.65	166	\$ 141.10
54	SEEDING (P)	0.7	ACRE	\$ 250.00	\$ 175.00	0.7	\$ 175.00
55	HYDRAULIC BONDED FIBER MATRIX	2450	POUND	\$ 1.45	\$ 3,552.50	2,135	\$ 3,095.75
56	SEED MIXTURE 25-131	154	POUND	\$ 4.00	\$ 616.00	158	\$ 632.00
58	6" SOLID LINE MULTI-COMPONENT	1480	LIN FT	\$ 0.71	\$ 1,050.80	1,494	\$ 1,060.74
60	4" DOUBLE SOLID LINE MULTI-COMPONENT	725	LIN FT	\$ 1.02	\$ 739.50	651	\$ 664.02
61	24" SOLID LINE MULTI-COMPONENT	40	LIN FT	\$ 12.00	\$ 480.00	38	\$ 456.00
62	PAVEMENT MESSAGE MULTI-COMPONENT	30	SQ FT	\$ 11.00	\$ 330.00	30	\$ 330.00
Total Bid Schedule 'C'					\$ 144,353.65		\$ 133,881.70

Bid Schedule 'A': Davenport Street; SAP 203-102-009	\$497,519.76	\$475,957.89
Bid Schedule 'B': 209th Avenue; SAP 203-121-001	\$195,212.36	\$157,070.86
Bid Schedule 'C': Local Funding	\$144,353.65	\$133,881.70
TOTAL	\$837,085.77	\$766,910.45



Minnesota Department of Health Grant Agreement Cover Sheet

You have received a grant agreement from the Minnesota Department of Health (MDH). Information about the grant agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

Attachment: Grant Agreement

Contact for MDH: Eddie Wojski, 651-201-4576, eddie.wojski@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Program & Funding Information
Name of MDH Grantee (as it appears in SWIFT): City of East Bethel	SWIFT Contract Number: 261384	MDH Program Name: Drinking Water Protection
SWIFT Vendor Number: 0000201482 SWIFT Vendor Location Code: 001	Effective Date: December 15, 2024, OR the date all signatures are collected, and the agreement is fully executed, whichever is later. Expiration Date: December 15, 2025	Total State Grant Funds: \$10,000.00 Total Federal Grant Funds: \$0 Total Grant Funds (all funds): \$10,000.00

Minnesota Department of Health

Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health (“MDH”) and City of East Bethel (“Grantee”). Grantee’s address is 2241 221st Avenue NE, Cedar, MN 55011.

Recitals

1. MDH is empowered to enter into this grant agreement under Minn. Stat. §§ [144.05](#), [144.0742](#), and [114D.50](#) Clean Water Fund.
2. MDH is in need of assisting public water suppliers to protect the source of drinking water.
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the activities according to the terms of this grant agreement. Grantee agrees to minimize administrative costs as a condition of this grant agreement pursuant to [Minn. Stat. § 16B.98](#), subd 1.

Grant Agreement

1. Term of Agreement

1.1. **Effective Date**

December 15, 2024, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Per [Minn. Stat. § 16B.98](#), subd 7, no payments will be made to the Grantee until this grant agreement is fully executed. Grantee must not begin work until this grant agreement is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence. No costs may be incurred prior to the grant agreement being fully executed.

1.2. **Expiration Date**

December 15, 2025, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

1.3. **Survival of Terms**

The following clauses survive the expiration or cancellation of this grant agreement:
Liability; Financial Examinations; Government Data Practices; Tax Compliance Verification;

Ownership of Equipment and Supplies; Intellectual Property; Publicity and Endorsement; and Governing Law, Jurisdiction, and Venue.

2. Activities

2.1. **MDH's Activities**

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

2.2. **Grantee's Activities**

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant agreement.

3. Time

Grantee is required to perform all of the activities stated in this grant agreement, and any incorporated exhibits, within the grant agreement period. MDH is not obligated to extend the grant agreement period. Failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the grant agreement.

4. Award and Payment

MDH will award funds to Grantee for all activities performed in accordance with this grant agreement.

4.1. **Grant Award**

Reimbursement will be in accordance with the agreed upon budget contained in Exhibit B, which is attached and incorporated into this grant agreement.

4.2. **Travel Expenses**

Grantee will be reimbursed for mileage at the current IRS rate in effect at the time the travel occurred; meals and lodging expenses will be reimbursed in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"); or, at the Grantee's established rate (for all travel related costs), whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

4.3. **Budget Modifications**

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of

modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.4. **Total Obligation**

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant agreement will not exceed \$10,000.00.

4.5. **Terms of Payment**

4.5.1. **Invoices**

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

Grantee shall email invoice to: health.swpgrants@state.mn.us

Or mail to:

Eddie Wojski
SWP Grant Coordinator
Minnesota Department of Health
PO Box 64975
St. Paul, MN 55164-0975

4.6. **Contracting and Bidding Requirements**

4.6.1. **Municipalities**

A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

4.6.2. **Non-municipalities**

Grantees that are not municipalities must adhere to the following standards in the event that activities assigned to Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

- iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:
 - 1) Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (<https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tge/dvo-directory/>);
 - 2) Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program (<https://mnuccp.metc.state.mn.us/>); or
 - 3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program (<https://cert.smwbe.com/>).
- v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
- vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
 - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant agreement or
 - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.
- viii. Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under [Minn. Stat. §§ 177.41 through 177.44](#).
- ix. Grantee must not contract with vendors who are suspended or debarred in Minnesota or by the federal government. The list of debarred vendors in Minnesota is available at: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>. The list of suspended and debarred entities by the federal government is available at www.sam.gov.

5. Conditions of Payment

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Applicable state laws include, but are not limited to, the Minnesota Human Rights Act ([Minn. Stat. ch. 363A](#)) which prohibits discrimination on the basis of race, color, creed, religion, national origin, sex, gender, identify, sexual orientation, age, marital status, public assistance status, familial status, and disability. MDH will not pay Grantee for work that MDH determines is noncompliant with the

terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Authorized Representatives

6.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant agreement is Eddie Wojski, SWP Grant Coordinator, 625 Robert Street N., PO Box 64975, St. Paul, MN 55164-0975, 651-201-4576, and eddie.wojski@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Nate Ayshford, Public Works Manager, 2241 221st Avenue NE, Cedar, MN 55011, 763-367-7876, nate.ayshford@ci.east-bethel.mn.us, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this grant agreement. If Grantee selects a new Authorized Representative at any time during this grant agreement, Grantee must immediately notify MDH's Authorized Representative in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1. *Assignment*

Grantee shall neither assign nor transfer any rights or obligations under this grant agreement.

7.2. *Amendments*

If there are any amendments to this grant agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

7.3. *Waiver*

If MDH fails to enforce any provision of this grant agreement, that failure does not waive the provision or MDH's right to enforce it.

7.4. *Grant Agreement Complete*

This grant agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this grant agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this grant

agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to [Minn. Stat. ch. 466](#), or any other statute or law.

9. Financial Examinations

The relevant books, records, documents, and accounting procedures and practices of Grantee and any entity with which Grantee has engaged in carrying out the purpose of this grant agreement are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8. Examinations may be conducted by MDH, the Minnesota Commissioner of Administration, the Minnesota State Auditor, or and the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices

MDH, Grantee, and any other entity that the Grantee has contracted with to fulfill the purpose of this grant agreement, must comply with the Minnesota Government Data Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this grant agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

11. Tax Compliance Verification

Grantee, and any other entity that the Grantee has contracted with to fulfill the purpose of this grant agreement, consents to disclosure of its Social Security Number (SSN), Individual Tax Identification Number (ITIN), Employer Identification Number (EIN), or Minnesota Tax Identification Number (TIN)--which may have already been provided to MDH--to federal and state tax agencies and state personnel involved in the payment of state obligations pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws. These identification numbers may be used in the enforcement of federal and state tax laws, which could result in action requiring Grantee to file tax returns and pay delinquent tax liabilities, if any, or pay other state liabilities.

12. Ownership of Equipment and Supplies

12.1. *Equipment*

"Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$10,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

12.2. **Supplies**

“Supplies” is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH’s Authorized Representative regarding any remaining Supplies with an aggregate market value of \$10,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

13. Ownership of Materials and Intellectual Property Rights

13.1. **Ownership of Materials**

“Materials” is defined as any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form. Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of this grant agreement by it, its employees, or subgrantees, either individually or jointly with others.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

13.2. **Intellectual Property Rights**

Grantee represents and warrants that Materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee’s expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee’s or MDH’s opinion is likely to arise, Grantee shall at MDH’s discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

14. Workers’ Compensation

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers’ compensation insurance coverage. Grantee’s employees and agents, and any contractor hired by Grantee to perform the work required by this grant agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers’

Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way MDH's obligation or responsibility.

15. Publicity and Endorsement

15.1. Publicity

Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. If federal funding is being used for this grant agreement, the federal program must also be recognized.

15.2. Endorsement

Grantee must not claim that MDH endorses its products, services, or activities.

16. Governing Law, Jurisdiction, and Venue

This grant agreement, amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Clerical Error

Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this grant agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

18. Lobbying

18.1. Grantee must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

18.2. In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.

- 18.3. Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.
- 18.4. By signing this grant agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to this grant agreement.

19. Voter Registration Requirement

Grantee will comply with [Minn. Stat. § 201.162](#), by providing voter registration services for its employees and for the public served by Grantee.

20. Debarment, Suspension and Responsibility Certification

Federal regulation [2 CFR § 200.214](#) prohibits MDH from purchasing goods or services with federal money from any party that has been suspended or debarred by the federal government. Similarly, [Minn. Stat. §§ 16C.03](#), subd. 2, and [16B.97](#), subd. 3, provides the Commissioner of Administration with the authority to debar and suspend any party that seeks to contract with MDH.

Anyone may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects MDH to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this grant agreement, Grantee certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;
- b) Have not within a three-year period preceding this grant agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state of local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and

- d) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant agreement are in violation of any of the certifications set forth above.

21. Incentives

When included in the approved Work Plan or Budget, the following language applies.

21.1. *Handling of Incentives*

Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the provisions outlined in this section.

21.2. *Separation of duties*

More than one Grantee staff person must be involved in the management and handling of the incentives. The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives. The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records. Handoff of incentive from one person to another must be documented.

21.3. *Distribution of Incentives*

Incentives may only be used for approved purposes by MDH.

- a) Only one incentive can be given to an individual per occurrence/event.
- b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.
- c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.
- d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.
- e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.
- f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

21.4. Incentive tracking documentation

The tracking documentation the Grantee is required to maintain must not contain any private data. The tracking system must record the following:

- a) Number of incentives on hand, including starting balance and any additional incentives purchased;
- b) description of the incentives;
- c) quantity of incentive(s) distributed to each participant;
- d) the last four digits of any pre-paid card number;
- e) value/amount;
- f) a unique non-identifiable data point for each participant (e.g. case number, file number);
- g) date participant received incentive(s); and
- h) signature of Grantee staff member providing incentive(s) to participant(s).

21.5. Reconciliation

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to the State's Authorized Representative no less than two weeks after each reconciliation.

21.6. Subcontracting/Subgranting

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

21.7. Lost or stolen incentives

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

21.8. Invoicing

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

21.9. Failure to Comply

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a grant agreement for failure to comply with these requirements.

22. Conflict of Interest

Grantee will notify MDH's Authorized Representative when they become aware of any potential, perceived, or actual conflict of interests as it relates to this grant agreement.

23. Mandatory Disclosures

An applicant, recipient, or subrecipient of funding under this grant agreement must promptly disclose whenever, in connection with this grant agreement (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or [Minn. Stat., ch. 609](#), or a violation of the civil False Claims Act ([31 U.S.C. 329–3733](#)) or [Minn. Stat. § 609.465](#) (prohibiting the presentation of false claims to a public officer or body). The disclosure must be made in writing to the Federal agency (if applicable), the Federal agency's Office of Inspector General (if applicable), and MDH. Applicants, recipients, and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of [2 CFR § 200](#). Failure to make required disclosures can result in any of the remedies described in [2 CFR § 200.339](#). (See also [2 CFR § 180](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#).)

24. Whistleblower Protections

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a representative of MDH or a person or body described in [paragraph \(a\)\(2\) of 41 U.S.C. 4712](#) information that the employee reasonably believes is evidence of gross mismanagement of a Federal or state contract or grant, a gross waste of Federal or state funds, an abuse of authority relating to a Federal or state contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal or state contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under [41 U.S.C. 4712](#) and Minn. Stat. §§ [15C.145](#) and [181.932](#) - .935. See statutory requirements for whistleblower protections at [10 U.S.C. 4701](#), [41 U.S.C. 4712](#), [41 U.S.C. 4304](#), and [10 U.S.C. 4310](#).

25. Termination

25.1. *Termination by MDH or Grantee*

MDH or Grantee may terminate this grant agreement without cause, with at least 21 calendar days' written notice (i.e., by mail, email, or both) to the other party. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

25.2. *Termination for Cause*

MDH may immediately terminate this grant agreement if MDH finds there has been a failure to comply with the provisions of this grant agreement, that timely progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MDH may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

25.3. Termination for Insufficient Funding

MDH may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding sources; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written notice to Grantee; i.e., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

25.4. Termination by Commissioner of Administration

The Commissioner of Administration may immediately and unilaterally cancel this grant agreement if further performance under the agreement would not serve MDH's purposes or is not in the best interests of the State of Minnesota.

[Signatures on following page]



APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: Ann Zeimet Digitally signed by Ann Zeimet
Date: 2024.12.16 07:45:55 -06'00'

SWIFT Contract & Initial PO: 261384 / 3000120055 / REQ 946_22

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Grantee’s Activities / Scope of Work

Grantee is expected to perform the following activities. Modifications to Exhibit A must be discussed with MDH. MDH will communicate, in writing, with Grantee as to whether modifications are approved or require a formal grant amendment.

Activity/Work Plan	Anticipated Outcome
1. Install the infrastructure and site preparation for a generator.	Ensuring continuous power service to the well pumps in the event of an outage.

Terms and Conditions	Additional Notes/Requirements
1. Grantee shall contact David Weum, (MDH) Plan Review Engineer at 651-201-4684 or david.weum@state.mn.us for plan review process and information.	In compliance with MDH standards
2. Grantee agrees that no system of water supply for public use shall be installed, altered or extended until complete plans and specifications for the installation, alteration or extension have been submitted and approved by the State, and no construction shall take place except in accordance with the approved plans. No grant funds can be used prior to approval of the plans. Failure to submit plans for approval within the first two months from the effective date of the grant may result in termination of the grant award.	In compliance with MDH standards
3. Grantee agrees that work shall take place only in the MDH approved Drinking Water Supply Management Area (DWSMA). Grantee will be reimbursed only for work that takes place in the DWSMA.	In compliance with MDH standards
4. Grantee shall pay in full any licensed contractor or consultant hired for the purpose of completing any work under this Grant Agreement.	In compliance with MDH standards
5. On or before the end date of this Agreement, the Grantee shall provide MDH with one electronic copy of all final products produced under this Grant Agreement, including reports, publications, software and videos. If required by the nature of	In compliance with MDH standards

Terms and Conditions	Additional Notes/Requirements
<p>the project, data collected during the project shall be reported in a format acceptable to MDH.</p>	
<p>6. In the event the Grantee is unable to satisfactorily complete all the duties specified in this grant agreement, the Grantee will forfeit payment. A Grantee who has not satisfactorily fulfilled the grant obligations, including but not limited to paying the contractor in full for all work performed by the contractor, will be denied participation in the next grant cycle.</p>	<p>In compliance with MDH standards</p>

Grantee is subject to a variety of compliance activities, as outlined below.

Report Type	Reporting Period / Due Date	Due Date
<p>Grant Narrative Report</p>	<p>Upon completion of the project, Grantee shall complete and submit an itemized Grant Invoice and a Grant Narrative Report to MDH SWP Grant Coordinator. The Grant Narrative Report and the Grant Invoice shall be due no later than the expiration day of this Grant Agreement.</p> <p>Plan Implementation Grant Invoice (PDF)</p> <p>Grant Narrative Report (PDF)</p>	<p>12/15/2025</p>

Exhibit B – Grantee’s Budget

The budget shown below is for reference only and is non-binding.

Activity Summary	Budget Period	Grant Amount
Generator infrastructure and site preparation	12/15/2024 to 12/15/2025	\$10,000.00
Total Grant Amount		\$10,000.00

Grantee’s Indirect Cost Rate for this Grant Agreement is as follows:

Indirect costs are not allowed by Funder.

Permitting fees payable to MDH (i.e. well construction fee; well sealing fee) are not eligible and will be deducted from the final invoice, before reimbursement.

Pressure tanks are grant eligible, as part of a new well construction and pump system project. The pressure tank must be appropriately sized for the pump being proposed for the new well and not sized for additional water storage. Pressure tank designed to serve the purpose of water storage, as well as the replacement or maintenance of pressure tanks, remains ineligible for grant reimbursement.

Water lines may be reimbursed only from the well to the pressure tank or to the building, whichever comes first.

Certificate Of Completion

Envelope Id: 6083AF2E-E1F5-44A8-897B-153854C52D56
 Subject: Complete with Docusign: 261384_East Bethel_946_22.pdf
 Source Envelope:
 Document Pages: 18
 Certificate Pages: 2
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Eddie Wojski
 625 Robert St. N
 PO Box 64975
 St. Paul, MN 55164
 eddie.wojski@state.mn.us
 IP Address: 156.98.136.30

Record Tracking

Status: Original 12/16/2024 2:57:44 PM	Holder: Eddie Wojski eddie.wojski@state.mn.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Health	Location: DocuSign

Signer Events

Signature	Timestamp
Nate Ayshford nate.ayshford@ci.east-bethel.mn.us Security Level: Email, Account Authentication (None)	Sent: 12/16/2024 3:02:24 PM Viewed: 12/17/2024 7:28:55 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

MDH Delegated
 health.Delegated_Signature@state.mn.us
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

health.encumbrance@state.mn.us
 health.encumbrance@state.mn.us
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Nate Ayshford
 nate.ayshford@ci.east-bethel.mn.us
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Robyn Hoerr robyn.hoerr@mrwa.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/16/2024 3:02:24 PM
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Payment Events	Status	Timestamps
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ORDINANCE NO. 2024-96

**AN ORDINANCE OF THE CITY OF EAST BETHEL, ANOKA COUNTY, MINNESOTA
AMENDING APPENDIX A ZONING TO REGULATE CANNABIS AND HEMP
BUSINESSES AND AMENDING CHAPTER 18 PROVIDING FOR THE REGISTRATION
OF CANNABIS AND HEMP BUSINESSES IN THE CITY**

THE CITY COUNCIL OF THE CITY OF EAST BETHEL DOES HEREBY ORDAIN:

Section 1. Findings and Purpose.

The City of East Bethel has the authority to adopt this ordinance pursuant to:

Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.

Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.

Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.

Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the City of East Bethel to protect the public health, safety, welfare of the City of East Bethel residents by regulating cannabis businesses within the legal boundaries of the City of East Bethel.

The City Council finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the City of East Bethel, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

Section 2. Appendix A Zoning, Section 9 Definitions is hereby amended to add the following:

Cannabis Business: A business licensed by the Office of Cannabis Management (OCM) as Minnesota Statute 342.01 Subd. 14.

Cannabis Cultivator: A cannabis business that grows cannabis plants from seed or immature plant to mature plant, harvests the cannabis flower from a mature plant, and packages and labels immature cannabis plants and seedlings and cannabis flower for sale pursuant to Minnesota Statute Section 342.30.

Cannabis Event: A temporary cannabis event lasting no more than four days operating pursuant to Minnesota Statute 342.39.

Cannabis Manufacturer: A cannabis business that makes cannabis and/or hemp concentrate, manufactures artificially derived cannabinoids, adult-use cannabis products, lower-potency hemp edibles, and/or hemp-derived consumer products, and sells cannabis concentrate, hemp concentrate, artificially derived cannabinoids, cannabis products, lower-potency hemp edibles, hemp-derived consumer products to other cannabis businesses pursuant to Minnesota Statute Section 342.31.

Cannabis Mezzobusiness: A cannabis business that grows cannabis plants from seed or immature plant to mature plant, harvests the cannabis flower from a mature plant, makes cannabis and/or hemp concentrate, manufactures artificially derived cannabinoids, adult-use cannabis products, lower-potency hemp edibles, and/or hemp-derived consumer products, and sells immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and to consumers pursuant to Minnesota Statute Section 342.29.

Cannabis Microbusiness: A cannabis business that grows cannabis plants from seed or immature plant to mature plant, harvests the cannabis flower from a mature plant, makes cannabis and/or hemp concentrate, manufactures artificially derived cannabinoids, adult-use cannabis products, lower-potency hemp edibles, and/or hemp-derived consumer products, and sells immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and to consumers, including on-site consumption, pursuant to Minnesota Statute Section 342.28.

Cannabis Retailer: A cannabis business that sells immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to customers pursuant to Minnesota Statute Chapter 342 and Minnesota Rule 9810.0200.

Cannabis Testing Facility: A cannabis business that obtains and tests immature cannabis plants and seedlings, cannabis flower, cannabis products, hemp plant parts, hemp concentrate, artificially derived cannabinoids, lower-potency hemp edibles, and hemp-derived consumer products from cannabis microbusinesses, cannabis mezzobusinesses, cannabis cultivators, cannabis manufacturers, cannabis wholesalers, lower-potency hemp edible manufacturers, and industrial hemp growers pursuant to Minnesota Statute Section 342.37.

Cannabis Wholesaler: A cannabis business that sells immature cannabis plants and seedlings, cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products to cannabis microbusinesses, cannabis mezzobusinesses, cannabis manufacturers, and cannabis retailers pursuant to Minnesota Statute Section 342.33.

Hemp Business: A business licensed by the Office of Cannabis Management (OCM) as defined by Minnesota Statute 342.01 Subd. 34.

Lower-Potency Hemp Edible Manufacturer: A hemp business that makes hemp concentrate, manufactures artificially derived cannabinoids lower-potency hemp edibles, and/or hemp-derived consumer products, and sells hemp concentrate, artificially derived cannabinoids, lower-potency

hemp edibles, hemp- derived consumer products to other cannabis businesses and hemp businesses pursuant to Minnesota Statute Section 342.45.

Lower-Potency Hemp Edible Retailer: A hemp business that sells lower-potency hemp edibles to customers, including on-site consumption, pursuant to Minnesota Statute Section 342.46

Office of Cannabis Management (OCM): The state agency with the powers and duties of making rules, establishing policy, and exercising its regulatory authority over the cannabis industry and hemp consumer industry.

Section 3. Appendix A is hereby amended to add Section 30 as follows:

SECTION 30. CANNABIS BUSINESS AND HEMP BUSINESS OPERATIONS

1. Minimum Buffer Requirements

A. The operation of a cannabis business is prohibited within:

- 1) 1,000 feet of a school property line;
- 2) 500 feet of a day care principal building;
- 3) 500 feet of a residential treatment facility;
- 4) 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field; and
- 5) 1000 feet from another cannabis business.

As measured in a straight line from the closest part of the building or actual leased space of the Cannabis Business use-principal to the property line of the school, the closet part of the principal day care building, residential treatment facility and/or attraction within a public park.

B. A Cannabis Event is exempt from 30.1.A restrictions.

2. Noise

There shall be no noise carrying beyond a lot upon which a business is located, except for normal car and pedestrian activity.

3. Odor

Cannabis Businesses and Hemp Businesses shall be ventilated so that all odors cannot be detected by a person with a normal sense of smell at the exterior of the facility or at any adjoining use or property; they shall not produce noxious or dangerous gases or odors or otherwise create a danger

to any person or entity in or near the facilities.

4. Hours of Operation

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 10 a.m. and 9 p.m., seven days a week.

Lower-Potency Hemp Edible Retailers are prohibited from conducting the retail sale of lower-potency hemp edibles, or hemp-derived consumer products for off-site consumption between the hours of:

- A. on Sundays, except between the hours of 11:00 a.m. and 6:00 p.m.;
- B. before 8:00 a.m. or after 10:00 p.m. on Monday through Saturday;
- C. on Thanksgiving Day;
- D. on Christmas Day, December 25; or
- E. after 8:00 p.m. on Christmas Eve, December 24.

Lower-Potency Hemp Edible Retailers are prohibited from conducting the retail sale of lower-potency hemp edibles, or hemp-derived consumer products for on-site consumption between the hours of:

- A. between 2:00 a.m. and 8:00 a.m. on the days of Monday through Saturday;
- B. after 2:00 a.m. on Sundays, except for a restaurant, club, bowling center, or hotel with a seating capacity for at least 30 persons and which holds an on-sale intoxicating liquor license may sell intoxicating liquor for consumption on the premises in conjunction with the sale of food between the hours of 8:00 a.m. on Sundays and 2:00 a.m. on Mondays.

5. Signs

Cannabis Business and Hemp Businesses are subject to Section 54-7 – 54-10 regulation of Freestanding Signs and are permitted one wall sign subject to the maximum size and heights of applicable sections; all other signs are prohibited. Signs shall only contain words and shall not contain depict a cannabis flower, cannabis product, hemp edibles, hemp derived edible consumer product or any other logo, picture, image, or symbol intended to denote or suggest cannabis, hemp, or related paraphernalia. Additionally, a business logo containing the above depictions shall not be displayed as part of any exterior signage. No products, interior signage, advertisements, or like attention getting items shall be placed or displayed that may be visible from the exterior of the Cannabis Business or Hemp Business. This section shall apply to any and all signs including temporary, sandwich boards, etc.

6. Lighting

All lighting shall be shielded and angled in such a way as to prevent light from spilling outside of the boundaries of the parcel(s) or premises or directly focusing on any surrounding uses.

7. Security

Any security bars, gates or grills shall be retractable, shall remain open and retracted when the Cannabis or Hemp business is open to the public or otherwise in operation and shall not be installed on the exterior of the building.

8. Outdoor use.

All uses and activity shall be conducted indoors, with no storage or activity allowed.

Section 4. Appendix A Section 41. Agricultural District (A) 4. Conditional uses is hereby amended to add the following:

I. Cannabis Cultivator

Section 5. Appendix A Section 42. Rural Residential (RR) 4. Conditional uses is hereby amended to add the following:

H. Cannabis Cultivator

Section 6. Appendix A Section 45. Limited Business District (B-1) 2. Permitted uses is hereby amended to add the following:

J. Cannabis Event

Section 7. Appendix A Section 45. Limited Business District (B-1) 3. Accessory use is hereby amended to add the following:

E. Lower-Potency Hemp Edible Retailer for a business with a valid liquor license issued under City Code Chapter 6.

Section 8. Appendix A Section 45. Limited Business District (B-1) 4. Conditional uses is hereby amended to add the following:

E. Cannabis Retailer

F. Lower-Potency Hemp Edible Retailer

Section 9. Appendix A Section 46. Central Business District (B-2) 2. Permitted uses is hereby amended to add the following:

S. Cannabis Event

Section 10. Appendix A Section 46. Central Business District (B-2) 3. Accessory use is hereby amended to add the following:

E. Lower-Potency Hemp Edible Retailer for a business with a valid liquor license issued under City

Code Chapter 6.

Section 11. Appendix A Section 46. Central Business District (B-2) 4. Conditional uses is hereby amended to add the following:

- Q. Cannabis Microbusiness
- R. Cannabis Retailer
- S. Lower-Potency Hemp Edible Retailer

Section 12. Appendix A Section 47. Highway Commercial District (B-3) 2. Permitted uses is hereby amended to add the following:

- Y. Cannabis Event

Section 13. Appendix A Section 47. Highway Commercial District (B-3) 3. Accessory use is hereby amended to add the following:

- D. Lower-Potency Hemp Edible Retailer for a business with a valid liquor license issued under City Code Chapter 6.

Section 14. Appendix A Section 47. Highway Commercial District (B-3) 4. Conditional uses is hereby amended to add the following:

- P. Cannabis Cultivator
- Q. Cannabis Mezzobusiness
- R. Cannabis Microbusiness
- S. Cannabis Retailer
- T. Cannabis Testing Facility
- U. Lower Potency Hemp Edible Retailer

Section 15. Appendix A Section 48. Light Industrial District (I) 2. Permitted uses is hereby amended to add the following:

- O. Cannabis Event

Section 16. Appendix A Section 48. Light Industrial District (I) 3. Accessory use is hereby amended to add the following:

- D. Lower-Potency Hemp Edible Retailer for a business with a valid liquor license issued under City Code Chapter 6.

Section 17. Appendix A Section 48. Light Industrial District (I) 4. Conditional uses is hereby amended to add the following:

- J. Cannabis Cultivator
- K. Cannabis Manufacturer

- L. Cannabis Mezzobusiness
- M. Cannabis Microbusiness
- N. Cannabis Retailer
- O. Cannabis Testing Facility
- P. Cannabis Wholesaler
- Q. Lower-Potency Hemp Edible Manufacturer
- R. Lower-Potency Hemp Edible Retailer

Section 18. Appendix A Section 49. Mixed Use District (MXU) 2. Permitted uses is hereby amended to add the following:

- G. Cannabis Event

Section 19. Appendix A Section 49. Mixed Use District (MXU) 8. Accessory use is hereby added to read as follows:

- 8. Accessory use.
 - A. Lower-Potency Hemp Edible Retailer for a business with a valid liquor license issued under City Code Chapter 6.

Section 20. Appendix A Section 49. Mixed Use District (MXU) 5. Conditional uses is hereby amended to add the following:

- B. Cannabis Microbusiness
- C. Cannabis Retailer
- D. Lower-Potency Hemp Edible Retailer

Section 21. Chapter 18 is hereby amended to add Article IX Registration of Cannabis and Hemp Businesses as follows:

18-403. Registration of Cannabis Businesses and Hemp Businesses

No individual or entity may operate a cannabis retailer business or lower-potency hemp edible retailer business without first registering with the City.

Any cannabis retailer business or lower-potency hemp edible retailer business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to \$2,000 for each violation.

18-404. Compliance Checks Prior to Retail Registration

Prior to issuance of a registration, the City shall conduct a preliminary compliance check to ensure compliance with local ordinances.

18-405. Registration & Application Procedure

- A. Fees.

- 1) A registration fee, as established in the city's fee schedule shall be charged to applicants depending on the type of business license applied for.
- 2) The renewal registration fee shall be charged at the time of the second renewal and each subsequent renewal thereafter.

B. Application Submittal.

- 1) A registration shall be issued to a cannabis retailer business or lower-potency hemp edible retailer business that adheres to the requirements of Minn. Stat. 342.22.
- 2) An applicant for a registration shall fill out an application form. The application for a license under this subsection shall be made on a form supplied by the city clerk, said form shall include, but is not limited to:
 - a. Full name of the property owner and applicant;
 - b. Address, email address, and telephone number of the applicant;
 - c. The address and parcel ID for the property which the retail registration is sought;
 - d. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
 - e. Such other information as the city shall require.
- 3) The applicant shall include with the form:
 - a. the application fee as required in Section 1413.06.A;
 - b. a copy of a valid state license or written notice of OCM license preapproval;
 - c. Such other information as the city shall require.
- 4) Once an application is considered complete, the City Clerk shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.
- 5) The registration fee shall be non-refundable once processed.

C. Application Approval

- 1) An application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- 2) An application that meets the requirements of this ordinance shall be approved.

D. Annual Compliance Checks.

- 1) The police department shall complete compliance checks pursuant to Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24.

E. Location Change. A cannabis retailer business or lower-potency hemp edible retailer business shall be required to submit a new application for registration under Section 1413.06.B if it seeks to move to a new location still within the legal boundaries of the city.

F. Renewal of Registration

- 1) An annual registration of a cannabis retailer business or lower-potency hemp edible retailer business shall be renewed at the same time OCM renews the cannabis retailer business or lower-potency hemp edible retailer business' license.
- 2) A cannabis retailer business or lower-potency hemp edible retailer business shall apply to renew registration on a form supplied by the city clerk.

3) A registration issued under this ordinance shall not be transferred.

G. Renewal Fees.

1) A renewal fee, as established in the city's fee schedule shall be charged to applicants depending on the type of business license applied for starting at the second at the second renewal.

H. Renewal Application.

1) The application for renewal of a registration shall include, but is not limited to:
a. Items required under 1413.06.B of this Ordinance.
b. Such other information the city requires.

I. Suspension of Registration

1) When Suspension is Warranted. A registration may be suspended if it violates the City Code or poses an immediate threat to the health or safety of the public. The city will notify the cannabis retailer business or lower-potency hemp edible retailer business in writing the grounds for the suspension.

J. Length of Suspension. The suspension of a registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended. A registration may be reinstated if it determines that the violations have been resolved.

18-406. Civil Penalties.

A civil penalty, as established in the city's fee schedule shall be charged for registration violations, up to \$2,000 for each violation.

18-407. Limiting of Registrations

A. The city shall limit the number of standalone cannabis retailer businesses to a total of two. The city shall limit the number of cannabis mezzobusinessess with an attached cannabis retail operation to two. The city shall limit the number of cannabis microbusinesses with an attached cannabis retail operation to two. There is not a limit on the number of registrations available for medical cannabis combination businesses and lower-potency hemp edible retailers.

18-408. Temporary Cannabis Event Permit.

A. A permit is required to be issued and approved by the city prior to holding a Temporary Cannabis Event.

B. Registration & Application Procedure

1) A registration fee, as established in the city's fee schedule shall be charged to applicants for Temporary Cannabis Events.
2) Application Submittal & Review.
a. An applicant for a License or Permit shall fill out an application form. The application for a License or Permit under this subsection shall be made on a form supplied by the city clerk, said form shall include, but is not limited to:
i. Full name of the property owner and applicant;

- ii. Address, email address, and telephone number of the applicant;
 - iii. Such other information the city shall require.
 - b. The applicant shall include with the form:
 - i. the application fee as required in 1413.08.B.a;
 - ii. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.
 - c. The application shall be submitted to the City Clerk, or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.
 - d. Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.
 - e. The application fee shall be non-refundable once processed.
- 3) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved. A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City Clerk shall notify the applicant of the standards not met and basis for denial.
- C. On-site consumption. On-site consumption of adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or any combination of those items is prohibited.
- D. Hours of operation. Temporary cannabis events shall only be held between the hours of 10 a.m. and 9 p.m.
- E. Location. Temporary cannabis events shall only be held indoors.

Section 21. This ordinance shall be in full force and effect from and after its passage and publication according to law. Passed by the East Bethel City Council this 23rd day of December, 2024.

Kevin Lewis, Mayor

ATTEST:

Matt Look, City Administrator