

**City of East Bethel
City Council Agenda
City Council Regular Meeting
Date: April 28, 2025 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. Anoka County Sheriff Office Monthly Report (p. 2-8)
- B. Fire Department Monthly Report (p. 9)

5.0 Public Forum

6.0 Consent Agenda (p. 10-11)

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. 12-16)
- B. Minutes: April 14, 2025 City Council meeting (p. 17-21)
- C. Accept resignation of Fire Fighter Jack Olson (p. 22)
- D. Approve Bid for 2025 JPA Street Maintenance Project
- E. Approve Joint Power Agreement with State of Minnesota (p. 23-29)
- F. Approve Court Data Services Agreement (p. 30-39)
- G. Approve State of Minnesota JPA with BCA and East Bethel (p. 40)

7.0 New Business - Commission, Association and Task Force Reports

- A. Planning Commission
 - 1. Final Plat Approval: Blanco de Cola Pradera (p. 41-77)
- B. Economic Development Authority
- C. Park Commission

8.0 Department Reports

- A. Community Development
- B. Engineer
- C. City Attorney
- D. Finance
- E. Public Works
- F. Fire Department
- G. City Administrator

9.0 Other

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

10.0 Adjourn

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



Date: April 28, 2025

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

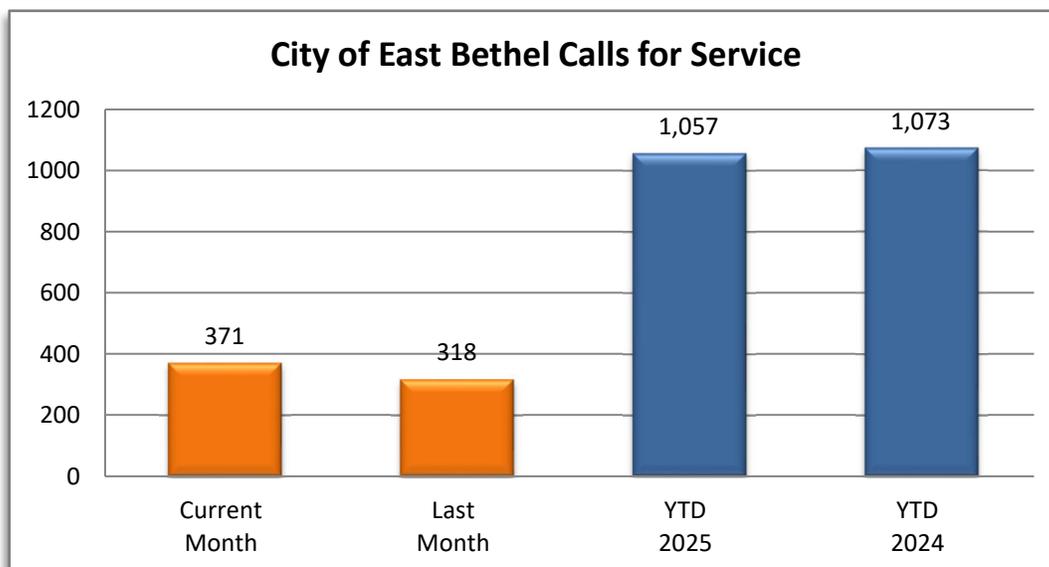
Fiscal Impact:

Recommendation(s): No Action Required

PATROL DIVISION

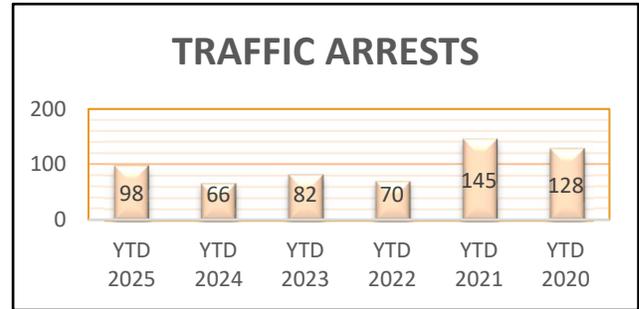
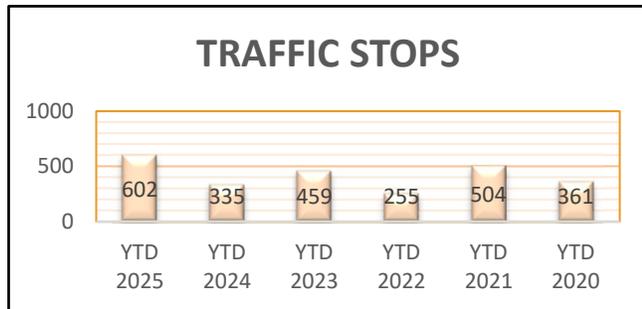
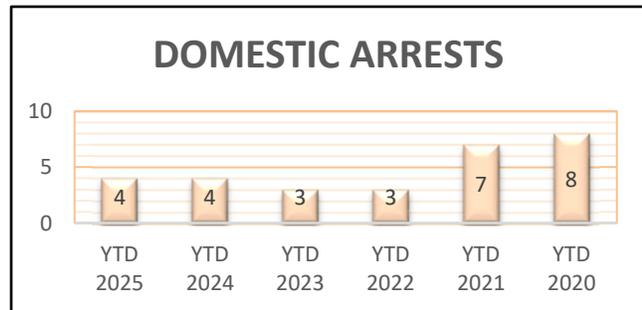
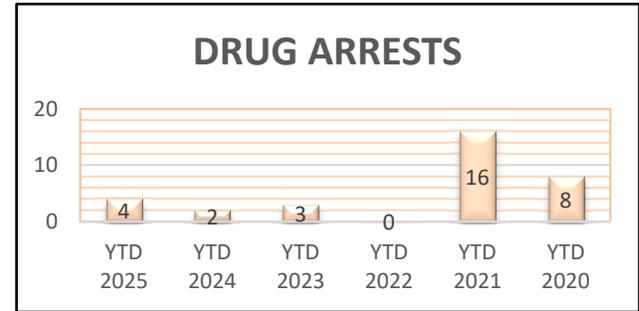
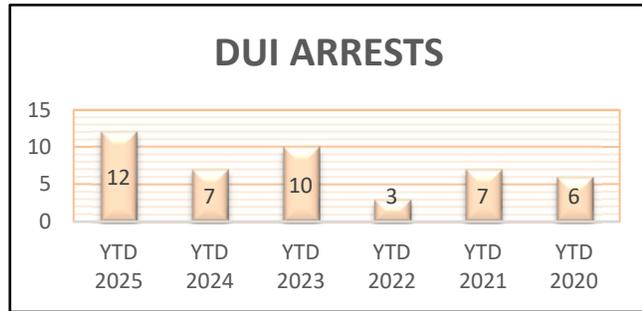
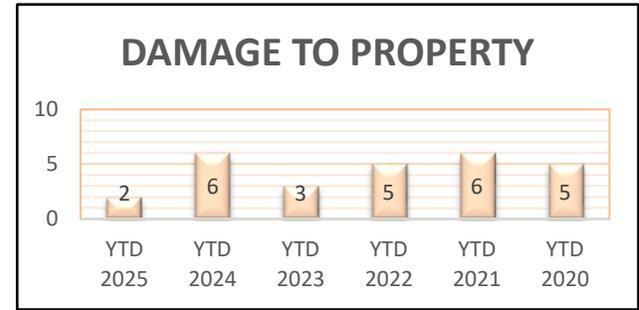
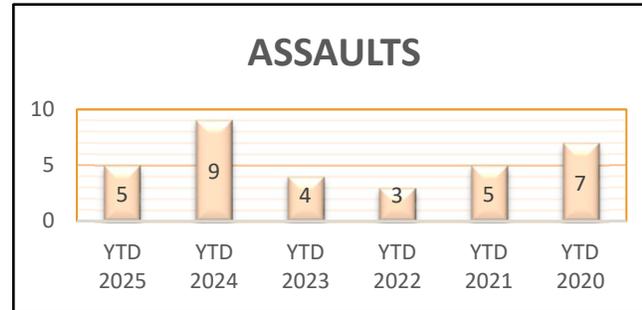
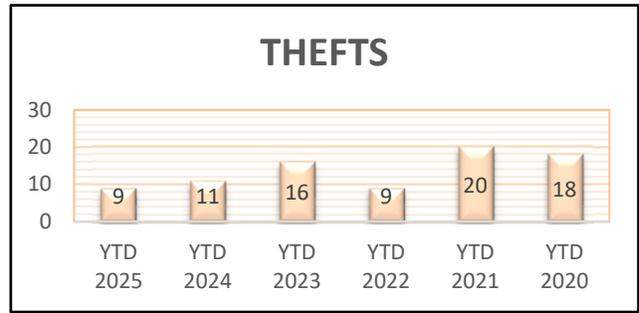
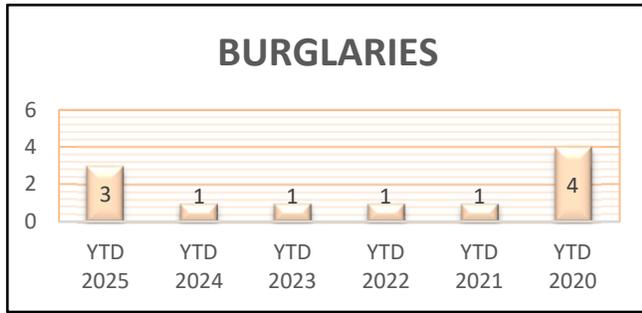
CITY OF EAST BETHEL - MARCH 2025

OFFENSE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD 2025	YTD 2024
Calls for Service	368	318	371										1,057	1,073
Burglaries	1	0	2										3	1
Thefts	4	2	3										9	11
Crim Sex Conduct	0	0	1										1	2
Assault	3	2	0										5	9
Dam to Property	0	0	2										2	6
Harass Comm	0	0	0										0	0
PI Accidents	3	3	2										8	9
PD Accidents	20	20	8										48	54
Medical	63	64	36										163	168
Animal Complaint	24	22	27										73	75
Alarms	21	15	13										49	55
Felony Arrests	6	1	2										9	12
Gross Misd Arrests	12	3	9										24	7
Misd Arrests	9	5	7										21	22
DUI Arrests	3	3	6										12	7
Drug Arrests	2	0	2										4	2
Domestic Arrests	3	1	0										4	4
Warrant Arrests	8	2	8										18	10
Traffic Stops	177	183	242										602	335
Traffic Arrests	26	29	43										98	66



CITY OF EAST BETHEL

YEAR TO DATE - MARCH 2020-2025

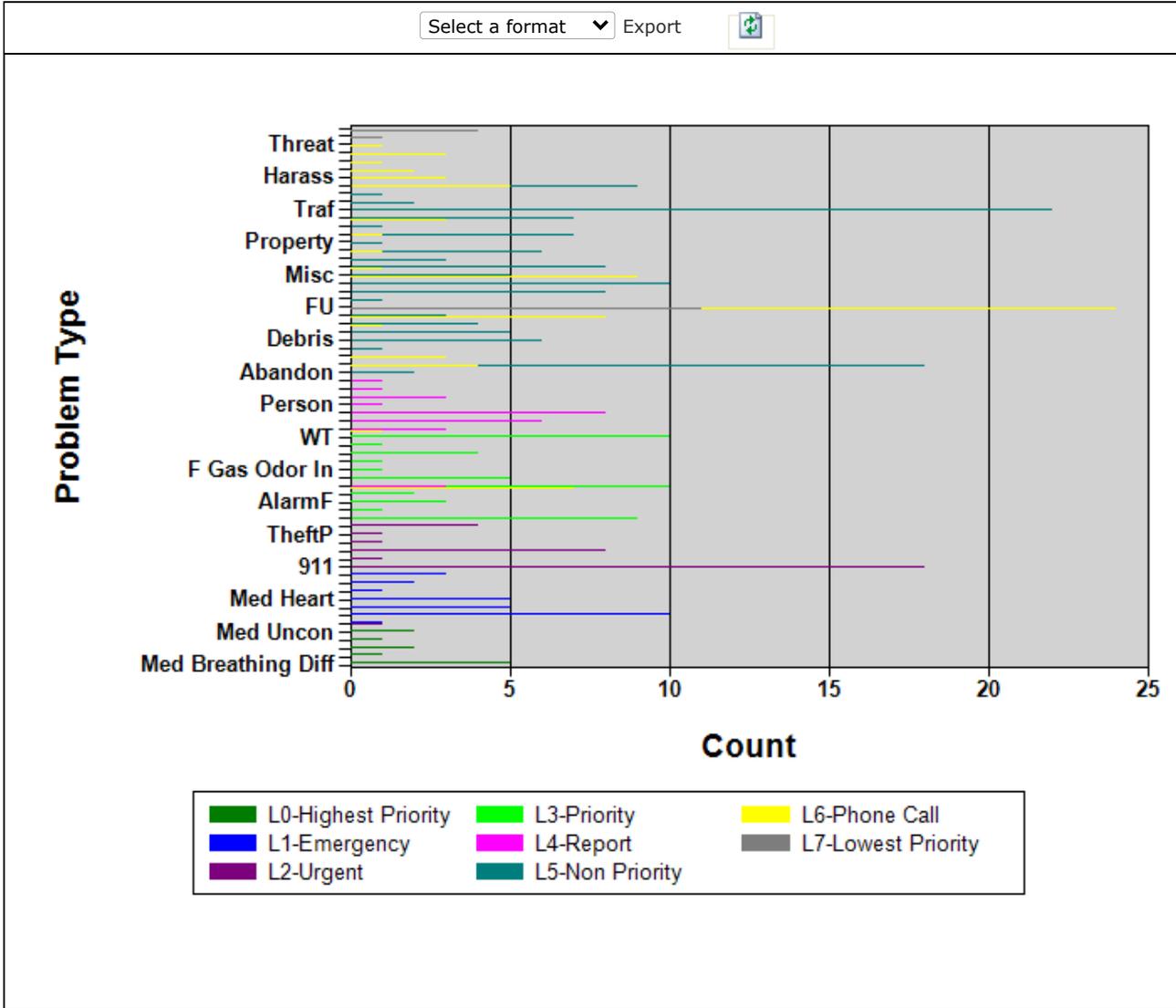


Problem Type Summary

10:10 AM 04/08/2025

Data Source: Data Warehouse

Agency:	LAW ENFORCEMENT
Division:	East Bethel Law
Day Range:	Date From 3/1/2025 To 3/31/2025
Exclusion:	• Calls canceled before first unit assigned



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

Problem Type	Priority							Total	
	0	1	2	3	4	5	6		7
911			18						18
Abandon						2			2
Abuse									
AbuseP				9					9
AlarmB									

AlarmCO			1			Item 4.0 A, Attachment 3		1
AlarmCOill								
AlarmF			3					3
AlarmFsmoke								
AlarmHoldup								
AlarmV								
AlarmWF								
Animal					18	4		22
AnimalResc								
Arson								
Assault								
AssaultP								
Boat Assist								
Bomb								
BombP								
Broadcast								
Burg				3		1		4
BurgP		1						1
Civil					1	3		4
CivilP								
CSC					1			1
Debris					6			6
Deer					5			5
Disorderly			2					2
Dom			10	3		7		20
DomP								
Drugs								
DUI			5					5
Dumping								
Escort					4	1		5
ExPat							1	1
F Aircraft								
F Assist								
F CleanUp								
F Collapse								
F Dump								
F Elec Smell								
F Expl								
F Gas Odor In			1					1
F Gas Odor Out								
F Grass fire		8						8
F Illegal			1					1
F Misc								
F Mutual Aid								
F Oven								
F Powerlines								
F SmokeIn								
F SmokeOut								
F Structure	1	1						2
F Train								
F Veh								
F Water Rescue								
Fight								
Flood in								
Flood out								
Fraud					3	8		11
FraudP								
FU					1	24	11	36
FW								
Gun								
Harass						3		3
Info					1			1
Lift Assist				6				6
Liq								
Lockout					8			8
LockoutP								

MA					10	Item 4.0 A, Attachment 3		10
MASS								
Med -	10							10
Med Abdominal Pain								
Med Alarm								
Med Allergic								
Med Assault								
Med Bleed								
Med Breathing Diff	5							5
Med Breathing Not	1							1
Med Choking	2							2
Med Drown								
Med Electro								
Med Fall	5							5
Med Heart	5							5
Med Hold		1						1
Med Info								
Med OB								
Med Priority								
Med Seizure								
Med Stab-Gunshot	1							1
Med Stroke		1						1
Med Uncon	2							2
Medex								
Misc					5	9		14
MiscO					8	1		9
Noise					3			3
NoTag								
Ord						2		2
Other						1		1
Park								
PD				8				8
Person				1				1
PI	2							2
POR					6	1		7
Property					1			1
PW								
REPO-TOW							4	4
RJ					7	1		8
RoadClosure								
Robbery								
RobberyP								
Shots								
Slumper				3				3
StolenProp					1			1
Suicide				1				1
SuicideP	3							3
Susp					7	3		10
SuspP			4					4
Theft						3		3
TheftP		1						1
Threat						1		1
ThreatP								
Traf					22			22
Tres					2			2
UNK		4						4
Unsecure				1				1
Vand								
VandP								
VehTheft					1			1
VehTheftP								
Weapon			1					1
Weather								
Welfare					9	5		14
WelfareP								
WT								10

Total

11	27	34	47	26	132	Item 4.0 A, Attachment 3	78	18	371
-----------	-----------	-----------	-----------	-----------	------------	--------------------------	-----------	-----------	------------

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



Date: April 28, 2025

Agenda Item Number: Item 4.0 B

Agenda Item: Fire Department Report

Background Information:

Interim Fire Chief Jerry Streich will present the Fire Department's monthly report.

Attachment(s):

Attachment 1 – March 2025 calls and call graph (*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: April 28, 2025

Agenda Item Number: Item 6.0 A-G

Requested Action: Consider approving the Consent Agenda as presented

Background Information:

Item A - Approve Bills

Item B – April 14, 2025 City Council Meeting Minutes

Minutes from the April 14, 2025 City Council meeting are attached for your review.

Item C – Accept the Resignation of Fire Fighter Jack Olson

On April 14th, 2025, Jack Olson submitted his resignation from the City of East Bethel Fire Department. Mr. Olson served on the East Bethel Fire Department since December 1, 2023. Staff recommends Council accept Mr. Olson’s resignation.

Item D – Approve Bid for 2025 JPA Street Maintenance Project

The following projects were approved to be bid as part of the 2025 JPA Street Maintenance program by City Council on January 27, 2025. These projects have been identified in the 2025-2029 Street Capital Improvement Plan (CIP) and include:

1. 260,000 LF of pavement markings

The allocated budget for contracted street maintenance work in 2025 was \$100,000. These projects will be funded from the Street Capital Fund as identified in the 2025-2029 Capital Improvement Plan. On Friday March 21st, the City of Coon Rapids received and opened bids for the North Metro Street Maintenance Program.

The bid costs for our portion of the JPA project were as follows:

Striping, 260,000 LF @ \$0.127/LF	\$33,005.00
Administrative Cost (1%)	\$ 330.00
Total Project Cost	\$33,335.00

The bid results are consistent with past costs and this project is budgeted in the 2025 Street Capital Fund.

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

Item E - Approve Joint Powers Agreement Resolution with State of Minnesota on behalf of City Attorney

The City of East Bethel is required to enter into an agreement on behalf of the City’s prosecuting attorney for access to systems and tools in the State’s Criminal Justice system.

Item F - Approve Court Data Services Renewal Agreement

As a court data services subscriber, we are required to enter into an agreement with the State of Minnesota in order to receive services and information pertaining to court records that may not be accessible to the public.

Item G - Approve State of Minnesota JPA with BCA and East Bethel

This JPA allows East Bethel access to the Minnesota Criminal Justice Data Communications Network (CJDN).

Fiscal Impact: As noted above

Recommendation(s): Staff recommends approval of the Consent Agenda as presented.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____



City of East Bethel
April 28, 2025
Payment Summary

Payments for Council Approval						
Bills to be approved for payment						\$69,484.63
Electronic Payroll Payments						\$78,735.12
Payroll City Council - April 15, 2025						\$2,230.18
Payroll Fire Department - April 15, 2025						\$16,972.50
Payroll City Staff - April 10, 2025						\$46,048.59
Payroll City Staff - April 24, 2025						\$45,716.67
Total to be Approved for Payment						\$167,422.43
Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Payroll	Insurance Premium	05 2025	Dearborn Group	101		\$1,938.11
Payroll	Insurance Premium	CNS0001826549	Delta Dental	101		\$542.04
Payroll	Insurance Premium	CNS0001826549	Delta Dental	101		\$52.06
Engineering	Architect/Engineering Fees	54868	Hakanson Anderson Assoc. Inc.	101		\$1,075.50
Engineering	Architect/Engineering Fees	54869	Hakanson Anderson Assoc. Inc.	101		\$10,444.50
Water Utility Operations	Refund of Overpayment	20250428	MALLORY PASIOWITZ	601		\$52.63
Payroll	Insurance Premium	265861181813	Medica	101		\$9,209.81
Payroll	Union Dues	04 2025	MN Public Employees Assn	101		\$351.00
Payroll	Insurance Premium	436200052025	NCPERS Group Life Ins	101		\$64.00
Arena Operations	Bldg/Facility Repair Supplies	31776	Menards Cambridge	615	49851	\$43.28
Arena Operations	Bldgs/Facilities Repair/Maint	9102134	Plunkett's Pest Control	615	49851	\$226.29
Arena Operations	Electric Utilities	04 2025	Connexus Energy	615	49851	\$783.99
Arena Operations	Gas Utilities	923807301	Xcel Energy	615	49851	\$1,773.78
Arena Operations	Information Systems	B250414J	Anoka County Treasury Dept	615	49851	\$75.00
Building Inspection	Motor Fuels	26421612	Mansfield Oil Company	101	42410	\$241.02
Building Inspection	Printing and Duplicating	56743	Sunshine Printing	101	42410	\$254.40
City Administration	Conferences/Meetings	MMCI.08.2025	ST. CLOUD STATE UNIVERSITY	101	41320	\$340.00
City Administration	Information Systems	B250414J	Anoka County Treasury Dept	101	41320	\$75.00
City Administration	Legal Notices	966871	STAR	101	41320	\$14.24
City Administration	Office Supplies	IN4820287	Innovative Office Solutions	101	41320	\$141.63
City Administration	Professional Services Fees	30266	TimeSaver Off Site Secretarial	101	41320	\$253.00
City Administration	Telephone	04 2025	CenturyLink	101	41320	\$153.54
Engineering	Architect/Engineering Fees	54874	Hakanson Anderson Assoc. Inc.	101	43110	\$1,300.00
Finance	Office Supplies	9450659	JABS, EMILY	101	41520	\$215.24
Fire Department	Disability Insurance	05 2025	The Hartford	101	42210	\$1,386.26
Fire Department	Electric Utilities	04 2025	Connexus Energy	101	42210	\$490.80
Fire Department	Electric Utilities	04 2025	Connexus Energy	101	42210	\$7.91
Fire Department	Electric Utilities	04 2025	Connexus Energy	101	42210	\$104.58
Fire Department	Electric Utilities	04 2025	Connexus Energy	101	42210	\$227.20
Fire Department	Gas Utilities	923807301	Xcel Energy	101	42210	\$1,024.01
Fire Department	Information Systems	B250414J	Anoka County Treasury Dept	101	42210	\$75.00
Fire Department	Motor Fuels	26421610	Mansfield Oil Company	101	42210	\$249.76
Fire Department	Motor Fuels	26421612	Mansfield Oil Company	101	42210	\$383.46
Fire Department	Professional Services Fees	47312	Med Compass, Inc.	101	42210	\$4,440.00
Fire Department	Repairs/Maint Machinery/Equip	13220	Kirvida Fire, Inc.	101	42210	\$551.72
Fire Department	Repairs/Maint Machinery/Equip	0000077076	Rosenbauer Minnesota LLC	101	42210	\$211.44
Fire Department	Repairs/Maint Machinery/Equip	0000077077	Rosenbauer Minnesota LLC	101	42210	\$374.28



City of East Bethel

April 28, 2025

Payment Summary

Fire Department	Software Licensing	401	Anoka Cty Fire Prot Council	101	42210	\$6,390.00
Fire Department	Telephone	04 2025	CenturyLink	101	42210	\$57.99
Fire Department	Telephone	04 2025	CenturyLink	101	42210	\$88.25
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	9483410917	Grainger	101	41940	\$150.20
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	55946	Menards - Forest Lake	101	41940	\$33.84
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	310710816	Premium Waters, Inc.	101	41940	\$8.64
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	310725201	Premium Waters, Inc.	101	41940	\$19.08
General Govt Buildings/Plant	Electric Utilities	04 2025	Connexus Energy	101	41940	\$145.31
General Govt Buildings/Plant	Electric Utilities	04 2025	Connexus Energy	101	41940	\$751.44
General Govt Buildings/Plant	Electric Utilities	04 2025	Connexus Energy	101	41940	\$19.52
General Govt Buildings/Plant	Gas Utilities	923807301	Xcel Energy	101	41940	\$606.52
MSA Street Construction	Architect/Engineering Fees	54870	Hakanson Anderson Assoc. Inc.	402	40200	\$308.00
MSA Street Construction	Architect/Engineering Fees	54871	Hakanson Anderson Assoc. Inc.	402	40200	\$2,630.00
Park Maintenance	Bldg/Facility Repair Supplies	2025108	GameTime	101	43201	\$333.78
Park Maintenance	Bldg/Facility Repair Supplies	56225	Menards - Forest Lake	101	43201	\$18.96
Park Maintenance	Clothing & Personal Equipment	4227414517	Cintas Corporation	101	43201	\$33.31
Park Maintenance	Clothing & Personal Equipment	4228132371	Cintas Corporation	101	43201	\$33.31
Park Maintenance	Clothing & Personal Equipment	9477737697	Grainger	101	43201	\$44.04
Park Maintenance	Electric Utilities	04 2025	Connexus Energy	101	43201	\$29.97
Park Maintenance	Electric Utilities	04 2025	Connexus Energy	101	43201	\$37.98
Park Maintenance	Electric Utilities	04 2025	Connexus Energy	101	43201	\$18.56
Park Maintenance	Electric Utilities	04 2025	Connexus Energy	101	43201	\$15.50
Park Maintenance	Electric Utilities	04 2025	Connexus Energy	101	43201	\$15.50
Park Maintenance	Electric Utilities	04 2025	Connexus Energy	101	43201	\$15.50
Park Maintenance	Electric Utilities	04 2025	Connexus Energy	101	43201	\$37.98
Park Maintenance	Equipment Parts	124715511	Fleet Pride	101	43201	\$16.51
Park Maintenance	Equipment Parts	124851792	Fleet Pride	101	43201	\$25.69
Park Maintenance	Equipment Parts	P37709	MN Equipment	101	43201	\$703.78
Park Maintenance	General Operating Supplies	9472706903	Grainger	101	43201	\$110.85
Park Maintenance	Motor Fuels	26421610	Mansfield Oil Company	101	43201	\$480.31
Park Maintenance	Motor Fuels	26421612	Mansfield Oil Company	101	43201	\$328.68
Park Maintenance	Park/Landscaping Materials	029544	Hoffman Bros. Sod, Inc	101	43201	\$288.00
Park Maintenance	Professional Services Fees	30267	TimeSaver Off Site Secretarial	101	43201	\$172.00
Recycling Operations	Bldg/Facility Repair Supplies	067544	Winnick Supply	226	43235	\$10.87
Recycling Operations	Electric Utilities	04 2025	Connexus Energy	226	43235	\$72.20
Recycling Operations	Gas Utilities	923807301	Xcel Energy	226	43235	\$120.62
Recycling Operations	Professional Services Fees	3688	Evergreen Recycling	226	43235	\$1,300.00
Sewer Operations	Electric Utilities	04 2025	Connexus Energy	602	49451	\$179.92
Sewer Operations	Electric Utilities	04 2025	Connexus Energy	602	49451	\$79.94
Street Capital Projects	Architect/Engineering Fees	54872	Hakanson Anderson Assoc. Inc.	406	40600	\$1,500.00
Street Capital Projects	Architect/Engineering Fees	54873	Hakanson Anderson Assoc. Inc.	406	40600	\$624.50
Street Maintenance	Bldg/Facility Repair Supplies	117690	Aker Doors, Inc.	101	43220	\$183.73
Street Maintenance	Bldg/Facility Repair Supplies	117711	Aker Doors, Inc.	101	43220	\$149.43
Street Maintenance	Bldg/Facility Repair Supplies	117745	Aker Doors, Inc.	101	43220	\$7.72
Street Maintenance	Bldgs/Facilities Repair/Maint	4227414517	Cintas Corporation	101	43220	\$9.08
Street Maintenance	Bldgs/Facilities Repair/Maint	4228132371	Cintas Corporation	101	43220	\$9.08
Street Maintenance	Bldgs/Facilities Repair/Maint	310710817	Premium Waters, Inc.	101	43220	\$4.32
Street Maintenance	Bldgs/Facilities Repair/Maint	310725200	Premium Waters, Inc.	101	43220	\$32.16
Street Maintenance	Clothing & Personal Equipment	4227414517	Cintas Corporation	101	43220	\$33.31



City of East Bethel

April 28, 2025

Payment Summary

Water Utility Operations	Telephone	04 2025	CenturyLink	601	49401	\$140.31
Water Utility Operations	Telephone	04 2025	CenturyLink	601	49401	\$154.26
Water Utility Operations	Telephone	04 2025	CenturyLink	601	49401	\$149.74
						\$69,484.63



City of East Bethel

April 28, 2025

Payment Summary

Electronic Payroll Payments		
Payroll	PERA	\$18,292.45
Payroll	Federal Withholding	\$14,075.75
Payroll	Medicare Withholding	\$4,881.36
Payroll	FICA Tax Withholding	\$19,914.82
Payroll	State Withholding	\$6,250.66
Payroll	MSRS/H.S.A./HCSP	\$15,320.08
		\$78,735.12

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL MEETING

April 14, 2025

The East Bethel City Council met on April 14, 2025, at 7:00 p.m. for the regular City Council meeting at City Hall.

MEMBERS PRESENT: Ardie Anderson Suzanne Erkel Brian Mundle
 Tim Miller Jim Smith

ALSO PRESENT: Matt Look, City Administrator
 Eric Larson, City Attorney

1.0 Call to Order

The April 14, 2025, City Council meeting was called to order by Mayor Anderson 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. Erkel stated I'll second. Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

4.0 Presentations and Public Hearings

4.0 A Public Hearing: Resolution 2025-21, EDA Appointments

Larson stated that he recommends having the public hearing tonight and continuing it on until the first meeting in May, at which point they can close the public hearing and adopt the enabling resolution.

Erkel asked why it could not be April 28, 2025, until the first meeting in May. Larson stated that there has to be a 14-day notice, and the notice will not be able to get out until April 25, 2025.

Look stated that the current EDA board has 7 members, 2 Councilmembers, and 5 appointed residents with varying terms. Look stated that the transition to having the EDA composed of the 5 Councilmembers could take place in the future, but the current members would run the remainder of their term, and when they were up for renewal, a Councilmember would be appointed instead.

Anderson opened the public hearing at 7:05 p.m.

Anderson read aloud a letter received from Brian Bezanson, a member of the EDA, which stated that he is offended that the citizen EDA membership is being terminated and thinks that the decision, and not letting the EDA know about this change, is not an open and transparent government.

Rita Biljan, stated that if there are citizens who want to be on the Authorities or Council, they shouldn't be precluded from doing that

Mundle stated I'll make a motion to suspend and continue the public hearing until the May 12, 2025, City Council meeting. Erkel stated I'll second. Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

1 Mundle asked why they are doing this.

2 Erkel stated that she was on the EDA for over a year, and it seemed to be ineffective and cost the City
3 more money.

4 Look stated that there were only 3 meetings scheduled in the previous year because he would only
5 schedule meetings when there was something important that needed to be discussed. Look stated
6 that it could be very interesting to start a Business Advisory Council where they have prominent
7 business members in the community who have good ideas on how to improve things in the City.

8 Miller stated that there was no public forum before the current Council members were
9 councilmembers, over two years ago, and the three minutes that the residents now get in the public
10 forum have given them more than the EDA has.

11 Mundle stated that the public forum is a very different avenue for addressing the Council and
12 expressing ideas.

13 **5.0 Public Forum**

14 Sarah McLoughlin stated that the known drug house, which is her neighbor, has been inhabited by
15 people other than the owner while he has been incarcerated, and they have completely ruined her
16 neighborhood. Ms. McLoughlin stated that at the September 9 and 23, 2025, City Council meetings,
17 the City stated that they would figure out what could be done, and now it has been 6 months, and
18 nothing has been done.

19 Look stated that since the September City Council meetings, they have had a staff meeting, and until
20 they are breaking laws, law enforcement cannot move in.

21 Ms. Loughlin stated that the owner has not been allowed back to his house in the last 8 months for
22 fear of reincarceration, and the people living there now were not allowed to live there by the owner.
23 Ms. Loughlin stated that she and her husband received a threat from a woman who is staying there,
24 and they do not feel safe in their own neighborhood or the nearby park, due to the drug addicts who
25 meet in the parking lot.

26 Mundle recommended that Ms. McLoughlin set up a time to meet with the City Administrator to
27 present all this new information and discuss details.

28 **6.0 Consent Agenda**

29 Item A: Approve Bill List

30 Item B: Approve Meeting Minutes March 24, 2025 City Council Meeting

31 Item C: Approve Hire of Seasonal Maintenance Public Works Employees

32 Item D: Accept the Resignation of a Paid On-Call Fire Fighter

33 Item E: Approve Flooring Replacement at Fire Station 1

34 **Erkel stated I'll make a motion to approve Consent Agenda as presented. Miller stated I'll second.**

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

37 **7.0 New Business. Commission, Association, and Task Force Reports**

38 **7.0 A Planning Commission**

39 **7.0 A.1 Site Plan and Conditional Use Permit (CUP) for a second building at 18750 Ulysses St. NE**

40 Zeke Peters stated the City received an application for a Site Plan and Conditional Use permit for a
41 second building on one lot, located at 18750 Ulysses St NE. The parcel is guided Light Industrial and

1 zoned I- Light Industrial. Peters noted that the applicant provided revised plans to address the
2 ordinance requirement regarding screening.

3 Peters stated that the Site Plan and Conditional Use Permit for a second building on one lot requests
4 meet the standards in the Code and is generally consistent with the concept plan previously reviewed
5 by the City.

6 **Mundle stated I'll make a motion to adopt Resolution 2025-xx, approving the request for site plan
7 and conditional use permit for the construction of a second building for a lot located at 18750
8 Ulysses Street NE. Erkel stated I'll second. Anderson asked any discussion?**

9 Erkel asked what would be going on in the building. Curt Strandlund stated that the building is
10 intended to be a lease space for other tenants.

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

13 **7.0 B Economic Development Authority**

14 None.

15 **7.0 C Park Commission**

16 None.

17 **8.0 Department Reports**

18 **8.0 A Community Development**

19 **8.0 A.1 Draft Ordinance Amendment – Barndominiums**

20 Peters stated the main question for discussion is whether the Council wants to require Short Wall
21 Foundation for barndominiums or if they want to allow post frame with post in ground and post
22 frame with concrete pier foundations as well.

23 Peters noted that the Council should discuss and provide direction to staff, so that the amendment
24 can be scheduled for a Public Hearing at the Planning Commission and Council action at an upcoming
25 meeting.

26 Mundle stated that he likes the short wall foundation but may be okay with a post-frame with a
27 concrete pier if there has been structural engineering done on it.

28 Erkel stated that she would be okay with all 3 foundation types but thinks it should depend on what
29 the use of the building will be and what the structural engineer recommends.

30 Smith stated that post frame with concrete pier would be fine.

31 Erkel asked if variances would be allowed for a resident trying build a barndominium that does not fit
32 in the ordinance. Look stated that a variance would be required.

33 **8.0 B Engineer Report**

34 None.

35 **8.0 C City Attorney**

36 None.

37 **8.0 D Finance**

38 None.

39 **8.0 E Public Works**

40 None.

1 **8.0 F Fire Department**

2 None.

3 **8.0 G City Administrator Report**

4 **8.0 G.1 Approve Resolution 2025-20, amending the enabling EDA resolution**

5 Continued to the May 12, 2025, City Council Meeting.

6 **8.0 G.2 Approve Resolution 2025-21, declaring vacancies and appointing new commissioners**

7 Continued to the May 12, 2025, City Council Meeting.

8 **9.0 Other Items**

9 **9.0 A Staff Report**

10 Look stated the security system has been fully implemented into their facilities.

11 Look stated that *Business View Magazine* did an article on East Bethel last year. They promoted some
12 of the values that they have in the City, and won a Best Managed City Award in 2024.

13 **9.0 B Council Reports**

14 Smith stated that he received an email from Petra Fager, whom they approved an IUP for grazing
15 sheep, stating that she paid the \$300 application fee, and then she also received another bill in the
16 mail for \$1,367. Smith stated that for a resident to come to the City and ask questions, why should
17 there be a double bill, especially when she was not aware of it.

18 Smith recommended that Petra Fager should not be responsible for paying the \$1,367.

19 Look stated that in this case, the City Code requires them to go through the process of an IUP, which
20 had many hours and resources involved. Look stated that the Council can choose to absorb this cost.

21 **Erkel stated I'll make a motion to limit the resident, Petra Fager, to only pay the \$300 IUP fee.**

22 **Smith stated I'll second.** Anderson asked any discussion? To the motion, all in favor say aye. **All in**
23 **favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

24 Smith invited the Fire Department personnel to their Town Hall Meeting on April 24, 2025.

25 Jerry Streich stated that the Fire Code is much more authoritative for health and safety and does not
26 require a warrant.

27 Streich stated that there have been numerous grass fires in the area recently, but the crew has been
28 doing an incredible job. Streich asked the community to be more diligent with their recreational fires,
29 and if they feel like it is dry, then fires should not be started.

30 Streich also noted that even though some fires may be accidents, residents can be held responsible
31 for fires that damage homes and other things.

32 Streich stated that it was Severe Weather Week last week, and the sirens act as a reminder to the
33 community on what should be done if an emergency occurs.

34 Streich stated that they have been busy at the stations and inventorying all the radios and other
35 assets. Streich noted that they also created a list for the new Fire Chief to use as a tool to improve
36 other areas as needed.

37 Streich stated that he is working on branding and cleaning up the social media and any
38 misinformation that is out there. Streich noted that he has been messaging people who have posted
39 negative posts regarding the Fire Department and is working to get more positive information out
40 there.

1 Streich stated that they have an Information Session at 6:30 p.m. on April 24, 2025, at Station 1. At
2 the session, they will be sharing more information on what the Fire Department does and how to
3 become a part of it.

4 Streich updated that the new Chief process is currently in order, and they will meet this week
5 regarding the candidates and hope to have the new Chief in position by the middle of May.

6 Streich asked to reduce his hours and the cost because he is not needed at the Station as much as
7 was anticipated, but he will still be around whenever needed.

8 Streich noted that they will host various Learn and Lunch events to teach numerous things around
9 the station.

10 Smith thanked Streich for the way things seem to be going and for his hard work.

11 Erkel asked when the interviews would start. Look stated they will be getting started in the next few
12 days, and they will follow the process from there.

13 Mundle stated that at the Sunrise River meeting, the budget got passed by all 4 cities, and the Joint
14 Powers Agreement for the 10-year plan was rejected by 1 city, so there will be no change to that JPA
15 for management vs. non-management cost.

16 Mundle noted that there will be a Booster Day meeting on April 16, 2025, at 6:30 and they are always
17 looking for volunteers.

18 Erkel asked when the new Community Development Manager would begin coming to the meetings.
19 Look updated that she will be presenting at the next meeting.

20 Erkel suggested putting East Bethel news in the newsletter that she received at the East Bethel
21 Chamber meeting, rather than putting all the money into the newsletter that the City tries to put out
22 quarterly. Anderson added that it covers the St. Francis school district area.

23 Miller stated that he attended the 911 opening near the Anoka County Sheriff's Department, and it
24 was very impressive and well organized.

25 **9.0 C Other**

26 None.

27 **10.0 Adjourn**

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

30 Meeting adjourned at 8:18 p.m.

31 Submitted by:

32 Lilian Rokosz

33 *TimeSaver Off Site Secretarial, Inc.*

From: Jack Olson
Sent: Monday, April 14, 2025 5:48 PM
To: Jerry Streich
Subject: Olson, Jack resignation

You don't often get email from jsolson47@gmail.com. [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

Hello jerry

I am sorry to inform you as of today i am resigning from EBFD. My decision is solely based off personal things happening in my life. The department has nothing to do with my decision or what has happened. I wish everyone the best and the future of the department.



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of East Bethel on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Diane Bartell, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.2590
Email Address: Diane.Bartell@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Thomas Weidner, Attorney
Address: 1809 Northwestern Avenue, Suite 110
Stillwater, MN 55082
Telephone: 651.351.2119
Email Address: tweidner@eckbergammers.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: ARDIE ANDERSON
(PRINTED)

Signed: _____

Title: MAYOR
(with delegated authority)

Date: _____

Name: MATT LOOK
(PRINTED)

Signed: _____

Title: CITY ADMINISTRATOR
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of East Bethel on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 264338, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: ARDIE ANDERSON
(PRINTED)
Signed: _____
Title: MAYOR
(with delegated authority)
Date: _____

Name: MATT LOOK
(PRINTED)
Signed: _____
Title: CITY ADMINISTRATOR
(with delegated authority)
Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)
Signed: _____
Title: _____
(with delegated authority)
Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____
Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)
Signed: _____
Title: _____
(with authorized authority)
Date: _____

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

RESOLUTION NO. 2025-24

**RESOLUTION APPROVING THE STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF EAST BETHEL
ON BEHALF OF ITS CITY ATTORNEY**

WHEREAS, the City of East Bethel on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible; and

WHEREAS, the Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement; and

WHEREAS, the Joint Powers Agreement obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of East Bethel on behalf of its Prosecuting Attorney, are hereby approved.
2. That the Supervising Attorney, Joseph Van Thomme or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
3. That, Ardie Anderson, the Mayor for the City of East Bethel and Matt Look, the City Administrator are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 28th day of April, 2025.

CITY OF EAST BETHEL

By: Ardie Anderson
Its Mayor

By: Matt Look
Its City Administrator

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



Date: April 28, 2025

Agenda Item Number: 7.A.1

Request: A Final Plat for “Blanco de Cola Pradera” for three lots located at PID #26-33-23-32-0012 and #26-33-23-23-0001 (City file 25-010)

Review Deadline: June 20, 2025

Background Information/Context

On August 27, 2024, the Planning Commission held a public hearing for a concept plan for this proposed plat. The City Council then reviewed the concept plan at their meeting held on September 9, 2024.

The Planning Commission held a public hearing to review the preliminary plat at their xx meeting and recommended approval. The City Council approved the Preliminary Plat for “Blanco de Cola Pradera” at the March 10, 2025.

The final plat is named “Blanco de Cola Pradera” and is located at PID#26-33-23-32-0012 and #26-33-23-23-0001. The total area of the two lots is 60.76 acres. The parcels are guided Rural Residential and zoned RR- Rural Residential. The properties surrounding this parcel are all guided and zoned the same.

Analysis

When reviewing a Final Plat, the City’s discretion is limited to whether the proposed plat meets the standards outlined in the City’s subdivision and zoning ordinance. If it meets the standards, the City must approve the plat.

The plat is consistent with the preliminary plat that was approved on March 10, 2025. The property is currently two vacant parcels totaling 60 acres. The north approximately 35 acres of the site are wetlands. Within the RR- Rural Residential zoning district a minimum lot size required is 2 acres, with a density not to exceed 1 unit per 2.5 acres. All lots within the proposed subdivision meet the 2-acre minimum lot size. Additionally, each lot meets the required minimum 200-foot width at the right-of-way setback line.

Streets

There are no internal streets, and each lot will need to obtain an individual Access Permit from Anoka County. A letter from Anoka County is attached to this report. The county requested an additional 10 feet of ROW along CSAH 22 that has now been provided on the plat.

Wetlands

A wetland delineation report was completed and a notice of decision approving the delineation was provided on December 9, 2024. There are six wetlands on site. A majority of the existing northern parcels are part of a

wetland (DNR public basin 02046500) and will not be buildable. However, the lots are large enough that they still meet standards for development with the large wetlands being preserved.

The plans have been updated to show and dimension the wetland buffer and setbacks across the final plat. Wetland sign location and installation of the buffers and signs have been provided in the plat, and financial guarantees of the installation of both have been added to the draft Development Agreement.

Floodplain

The northern part of the plat is in a floodplain. Plans must be updated to show base flood elevation for each flood zone. This is necessary to verify that both home and building pads, as well as septic sites, are all located outside of the floodplains.

The City Engineer's memo, attached to this report, indicates that the applicant must provide a lot tabulation for each lot to tabulate estimated high groundwater, low floor, low opening, garage floor, high water elevation, emergency overflow, etc. The minimum acceptable lowest floor elevation for new construction of residential is three feet above the highest known water table, mottled soil or 100-year floodplain elevation, whichever is highest. This also includes setting the high-water level for all of the wetlands on site.

Shoreland

Part of the subdivision is in the Shoreland Overlay of Coon Lake and Goose Lake. These lakes each have different designations and requirements for lot sizes and setbacks. The plat meets setback standards for septic and structures within the shoreland, as well as lot size and dimensions. The plat has been updated to show the Shoreland Overlay as required by the preliminary plat approval conditions.

County Ditch

County Ditch 56 runs east-west through the large wetland on the north. All wetland areas (including this ditch) will be covered with a drainage and utility easement.

Stormwater Management

The applicant has provided a Stormwater Management Plan that is certified by a licensed Minnesota professional engineer. The City Engineer has added comments about edits needed to the plan and these have been added as conditions of approval.

Utilities

No public utilities are proposed with this lot. Each lot will be served by septic and well, with potential sites having been indicated on the plat. Septic permits are required and must show compliance with setbacks.

Parks Commission

The Parks Commission met on October 8, 2024, and recommended cash-in-lieu of land for the subdivision. The 2025 fee schedule would require \$6,000 (3 lots x \$2,000) in park dedication to be paid with final plat.

Engineering

The City Engineer reviewed the plat and has made comments that will need to be addressed prior to the release of the final plat. This has been added as a condition of approval.

Summary

The Final Plat request meets the standards in the code and matches the Preliminary Plat previously reviewed by the City. The plat requests is consistent with the comprehensive plan and density allowed for these parcels. The applicant’s request for the Final Plat aligns with the comprehensive plan.

City Council Recommendation

Move to approve Resolution 2025-xx approving the Final Plat and Development Contract for “Blanco de Cola Pradera” for three lots located at PID #26-33-23-32-0012 and #26-33-23-23-0001.

Attachments:

- 1. Resolution approving the Final Plat
- 2. Draft Development Agreement
- 3. Location Map
- 4. Aerial of Property
- 5. City Engineer’s Memo, dated April 18, 2025
- 6. Anoka County Comment Letter, dated February 18, 2025
- 7. Civil Plans dated April 1, 2025
- 8. Revised Preliminary Plat dated April 15, 2025
- 9. Final Plat dated March 28, 2025

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

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

RESOLUTION NO. 2025-23

A RESOLUTION APPROVING THE FINAL PLAT OF “BLANCO DE COLA PRADERA” AND DEVELOPMENT CONTRACT FOR PROPERTY LEGALLY DESCRIBED AS:

That part of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) of Section Twenty-six (26), Township Thirty-three (33), Range Twenty-three (23), Anoka County, Minnesota, lying Northerly of the centerline of County State Aid Highway No. 22; except the East 392.57 feet, as measured at right angles to the East line thereof.

AND

The Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Twenty-six (26), Township Thirty-three (33), Range Twenty-three (23), Anoka County, Minnesota.

WHEREAS, Matt Chacich has requested approval of a final plat for “Blanco de Cola Pradera”; and

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

WHEREAS, the City Council has approved the preliminary plat at the March 10, 2025 meeting; and

WHEREAS, the City Administraotr is authorized to execute a Development Contract with the applicant to be recorded with the final plat;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the final plat of “Blanco de Cola Pradera”, with the following conditions:

1. A final plat for “Blanco de Cola Pradera” is approved to create three lots, in accordance with the application received by the City on April 1, 2025 and additional information received on April 21, 2025, excepted as amended by this resolution.
2. The applicant shall comply with all conditions of the preliminary plat approval from Resolution 2025-14.
3. The Developer shall satisfy any and all comments on the Final Plat from the City Engineer memo dated April 18, 2025. The City Engineer will determine when all items have been addressed.
4. The Developer shall be responsible for the cost of construction of all improvements proposed as a part of the final plat.

FURTHER, prior to release of the final plat for recording:

5. The preliminary plat shall be revised to address all comments by the City prior to recording the final plat.
6. A Development Agreement acceptable to the City Attorney must be executed by the Developer and filed with Anoka County.
7. Park dedication fees of \$6,000.00 total for the three new lots must be paid.
8. All financial guarantees and securities must be in place.

FURTHER, that the following conditions be met prior to issuance of building permits:

9. Wetland buffers must be planted and maintained as required by Section 66-255 of the City Code. This includes installation of all signage as shown on the plans.
10. The driveway design and access for each lot will be reviewed individually for compliance with Section 10-15 of the Zoning Ordinance.
11. All potential septic sites must be fenced off and protected during construction.
12. Lot corner monuments shall be installed as required by the Subdivision Ordinance. A financial Guarantee shall be required to ensure installations per City requirements.

FURTHER, that the following conditions must be met prior to release of remaining escrow:

13. Any request for the City to inspect the required pond and wetland buffers in order to reduce financial guarantees must be accompanied by a recertification/verification of field inspection by the project Landscape Architect. A letter signed by the Landscape Architect verifying buffers have been correctly seeded in compliance with the plans and specifications will suffice.

Adopted this 28th day of April, 2025 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

ATTEST

Ardie Anderson, Mayor

Matt Look, City Administrator

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

DEVELOPMENT AGREEMENT

“Blanco de Cola Pradera Addition”

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made effective the ___ day of _____, 2025 (“Effective Date”) by and between the CITY OF EAST BETHEL, a municipal corporation and political subdivision organized under the laws of Minnesota (the “City”) and MATTHEW CHACICH, an Individual (the “Developer”), and together with the City, (the “Parties”). Capitalized terms used in this Agreement shall have the meanings given them is in this Agreement, including but not limited to Article I hereof.

RECITALS

WHEREAS, Developer is the owner of real property legally described on the attached **Exhibit A** (the “Property”) and located within the corporate limits of the City; and

WHEREAS, on April 28, 2025, the City Council reviewed and approved Final Plat for the Property, by City Council Resolution No. 2025-XX.

WHEREAS, the property is guided Rural Residential in the future land use map and is zoned as RR- Rural Residential on the zoning map;

WHEREAS, the Developer proposes to create three lots for development with single family homes;

WHEREAS, by this Agreement, Developer and the City desire to set forth their respective rights and obligations of the Parties with respect to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Development Agreement by and between the City and the Developer, as the same may from time to time be mutually modified, amended, or supplemented by a signed written agreement.

"City" means the City of East Bethel, Minnesota.

"Code" means the City's Code of Ordinances in place as of the Effective Date.

"County" means Anoka County, Minnesota.

"Developer" means individually, Matthew Chacich, or their successors or assigns.

"Construction Plans" means the Preliminary Plat, Final Plat, the Site and Grading Plan and Erosion Control Plan, which Developer has caused to be prepared. The Construction Plans, and any approved amendments, revisions or supplements thereto, shall be reviewed and approved by the City Engineer. The Construction Plans and contract documents may be reasonably revised per the recommendations of the City Engineer, after entering into this Agreement, but before commencement of any work on the Property. If changes are made per the recommendation of the City Engineer, the most current and revised Construction Plans shall be incorporated herein. If the Construction Plans vary from the written terms of this Agreement, the written terms of this Agreement shall control.

"Final Plat" means the plat of the Property depicting the subdivision and development and referred to as the plat of Blanco de Cola Pradera Addition, as shown in the final plat approved by City Council Resolution No 2025-XX.

"Improvements" means all improvements, including the Public Improvements – Developer Constructed, to be installed and constructed on or serving the Property in conformity with the Construction Plans.

"Public Improvements – Developer Constructed" means all improvement constructed by the Developer that are within public easements to be dedicated to the City upon completion and not within the public right-of-way previously dedicated to the City for installation of a frontage road.

"Property" means the real estate legally described on the attached **Exhibit A** prior to the recording of the Plat.

"Project" means the overall development and construction on the Property by Developer of the improvements as depicted on the Final and Preliminary Plats pursuant to the terms of this Agreement and pursuant to substantially similar agreements as to future phases.

"Unavoidable Delays" means delays, outside the control of the party claiming an occurrence, which are the direct or indirect result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, pandemics, fire or other casualty to the Improvements, litigation, or other administrative procedures commenced by third parties which, by injunction or other similar judicial action, directly result in delays, or acts or requirements of any federal, state or local governmental unit including without limitation the declaration of a state of emergency or other order that limits general business operations (other than the City acting in its contractual capacity under this Agreement) which directly results in delays.

1.2 Construction. Wherever in this Agreement the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate. The headings, captions or arrangements used in this Agreement, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms, or affect the meaning, of this Agreement.

ARTICLE II DEVELOPMENT OF PROPERTY

2.1 Developer's Covenant to Develop. Developer shall, at Developer's expense, perform or cause to be performed, the development of the Property and construction of the Improvements in accordance with the Construction Plans and this Agreement. Developer shall use its reasonable efforts to complete the Improvements substantially in accordance with the Construction Plans, which plans and specifications shall be subject to review and approval by the City as may be normal, customary or required in order to proceed with the development of the Property.

2.2 No Reconveyance. Until all Improvements have been substantially complete in accordance with this Agreement, Developer shall not reconvey the Property to any third party without the express consent of the City which consent will not be unreasonably withheld or delayed; provided, however, that, if applicable, any conveyance to a third party must provide for the third party's assumption of any and all performances by the Developer under this Agreement.

2.3 Fees and Costs. Except as otherwise specified in this Agreement, Developer shall pay all reasonable out-of-pocket costs incurred by it or the City in conjunction with the development of the Property including, but not limited to, planning, engineering and inspection expenses, and legal fees incurred in connection with the approval and acceptance of the subdivision and plat, preparation of this Agreement any amendments hereto, development of the Property, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Property. The City shall be solely responsible for all costs of the Public Improvements – City Installed. Unless required to be paid as a condition of the approval of this Agreement, all such

amounts shall be paid with in thirty (30) days after being billed. Invoices from the City to Developer shall be mailed to Developer at the address set forth in Section 13.1 or such other address as Developer provides the City in writing.

2.4 Right to Proceed. The Developer shall not construct the Improvements on the Property until all the following conditions precedent have been satisfied:

- (a) the Final Plat has been filed with Anoka County.
- (b) this Agreement has been executed by the Parties and recorded with Anoka County.
- (c) The Developer has provided the City with the required security as set forth in Article VII; and
- (d) All required permits have been obtained.
- (e) All conditions of Resolution 2025-XX approving the Final Plat have been met.

2.5 Intentionally Omitted

ARTICLE III ZONING, USE, AND PERMITS

3.1 Zoning. The Parties acknowledge and agree that (a) the Property is zoned RR- Rural Residential and (b) a single-family home is a permitted use in the RR- Rural Residential zoning district. This use conforms to the Developer's intended use and the Parties agree that RR- Rural Residential is the proper zoning classification for the development of the Project subject to any variations therefrom allowed by this Agreement.

3.2 Use. Developer shall use the Property in accordance with this Agreement. Developer shall comply with all applicable federal, state, and local laws and regulations relative to the Developer's use of hazardous materials, if any.

3.3 Permits. The developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional and local jurisdictions prior to the commencement of construction, including, but not limited to the following:

- (a) Prior to any work beginning in public right-of-ways, Developer shall obtain all appropriate permits from the State, County and/or the City.

3.4 Compliance with Code. Developer shall construct and install all Improvements, and provide all plans, specifications, and other documents in accordance with the provisions of this Agreement, the provisions of the City's Code of Ordinances, and where applicable state and

federal law, for review and oversight by the pertinent committees of the City, Public Works Director, City Engineer, and where applicable, the City Attorney and State of Minnesota.

ARTICLE IV CONSTRUCTION OF THE IMPROVEMENTS

4.1 Construction of Improvements. Developer shall, at Developer's expense, perform or cause to be performed, the development of the Property and construction of the Improvements in accordance with the Construction Plans and this Agreement, including, but not limited to the following:

- (a) Surveying and staking;
- (b) Construction Materials Testing;
- (c) Surface improvements;
- (d) Storm water improvements, including related pipes, infiltration basins, structures, and other improvement noted within the plan set;
- (e) Setting of lot and block monuments;
- (f) Gas, electric, telephone and cable lines;
- (g) Site grading and erosion controls;
- (h) All courses of pavement; and
- (i) Other items as reasonably necessary to complete as stipulated herein or in other agreements.

4.2 Approval of Construction Plans. The City has reviewed and approved the Construction Plans. Developer shall submit any proposed revisions, amendments or supplements (collectively, "Revisions") of the Construction Plans to the City for review and approval. The City shall, within 30 days from the receipt of the proposed Revisions, approve or disapprove the Revisions. If the City disapproves any of the Construction Plans, the Developer shall submit revised Revisions within a reasonable time from the date of rejection. Upon resubmission, the City shall review and approve or disapprove the revised Revisions within 10 days of submittal. This process shall repeat until the Revisions are approved by the City. The Construction Plans shall be deemed to include any and all duly approved Revisions.

4.3 Time of Performance. Developer shall promptly begin and diligently prosecute to completion construction of the Improvements and, subject to Unavoidable Delays and performance by or acts of the City, the construction of the Improvements shall be commenced and completed by December 31, 2025, except as extended due to an Unavoidable Delay. Developer may, however, request an extension of time from the City, which extension shall not be unreasonably withheld or delayed. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

4.4 Surveying. Developer shall provide all staking, surveying, and material testing for the Improvements to ensure the completed Improvements conform to the approved Construction Plans. The City will provide for overview inspection and shall be notified of all tests to be

performed and will be provided with copies of all test results. Any additional testing and inspection that is required by the City shall be provided by the Developer at the Developer's expense.

4.5 Grading Plan / Site Grading. Site grading shall be completed by Developer in accordance with the Construction Plans at its own cost and expense. Completed site grading shall be inspected and approved by the City's Engineer.

4.6 Erosion Control. Erosion control shall be carried out pursuant to the approved Construction Plans and consistent with City, State, or federal requirements, whichever are more restrictive. Developer shall cause all grading, excavation, open cuts, side slopes, and other land surface disturbances to be mulched, seeded, sodded, or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer. All drainage and erosion control matters are subject to review and approval of the City Engineer. Construction site erosion control measures shall be installed, maintained, and upon completion of, removed.

4.7 License. Developer hereby grants to the City, its agents, employees, officers and contractors a temporary license to enter the Property to perform all the work and inspections deemed appropriate by the City with respect to . Such license shall terminate upon completion of as provided in Section 4.14 of this Agreement.

4.8 Intentionally Omitted

4.9 Intentionally Omitted

4.10 Storm Drainage System. Storm drainage for shall be provided by means of storm sewers, culverts, ditches, Storm Water Best Management Practices (BMP's), and appurtenances in the public right-of-way and/or in drainage easements where required and/or within natural areas (where applicable and permitted), all in accordance with the Construction Plans. Any Storm Drainage that are part of the Public Improvements – City Installed shall be constructed by the City at its sole expense; all other aspects of the storm drainage shall be installed at Developer's sole expense.

4.11 Utilities. All utilities are subject to review and approval by the City. A drainage and utility easement shall be provided along the perimeter of the Property in accordance with the City's Code.

4.12 Review, Professional, and Inspection Fees and Costs for Improvements. Developer agrees to pay the fees and costs equal to the actual technical, planning, and administrative review

and process costs of the City and its consultants at the rates charged by the City or in the case of consultants, the rates charged to the City as and to the extent provided in the City's fee schedule, and the publication costs that are associated with performing necessary reviews and approval services relating to the, Construction Plans, Public Improvements – Developer Installed, and this Agreement. City shall be solely responsible for all costs and expenses for the Public Improvements – City Installed.

- (a) Legal Fees. Subject to the foregoing, Developer agrees to pay all of the City's legal fees and costs incurred in relation to the development of the Property, whether performed by the City Attorney or his designee, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, the negotiation and drafting of this Agreement, all legal research, the drafting of any related documents, including ordinances, as well as any time incurred in the various and miscellaneous involvements which have been or are required during the development processes of .
- (b) Engineering. Subject to the foregoing and except for any costs related to the Public Improvements – City Installed, Developer agrees to pay all of the City engineering fees and costs incurred in relation to the approval of this Project, whether provided by the City Engineer, a staff engineer or technician or designated employee or by a consultant, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, and oversight of .
- (c) Planning. Subject to the foregoing and except for any costs related to the Public Improvements – City Installed, Developer agrees to pay all of the City's planning fees and costs incurred in relation to the approval of this Project, whether provided by staff, technicians, designated employees, or by a consultant, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, and oversight of .
- (d) Inspection Fees and Costs. Subject to the foregoing and except for any costs related to the Public Improvements – City Installed, Developer agrees to reimburse the City for the costs of inspection and related services provided by the City or by a consultant on the basis of all such services rendered. The inspector of the Improvements on behalf of the City shall be chosen by the City. In the event that the inspector chosen by the City for site inspection during the improvement construction phase is someone other than an employee of the City, the City Engineer may require involvement by a firm in oversight of those inspection processes from time to time as reasonably deemed necessary.

4.13 Contracts. All contracts entered into by Developer for construction of the Improvements shall provide for a warranty of the workmanship and materials for a period of one year following the completion and final acceptance of Improvements-Developer Installed by the City Council as provided in Section 4.14 of this Agreement. All such contracts shall also conform to the ordinances and specifications of the City in the construction of all Public Improvements and the directives of the City Engineer.

4.14 Certificate of Compliance. Upon completion of any permitted work related to the Improvements, Developer shall comply with the requirements set forth in the Code and obtain a certificate of compliance. If applicable, and except as otherwise provided in this Agreement, a certificate of occupancy shall not be issued by the City until Developer has secured a Certificate of Compliance. In the event the City does not issue Developer a Certificate of Compliance, the City shall provide Developer a written statement indicating which criteria Developer has failed to complete construction of the Improvements and what measures or steps will be necessary for Developer to take or perform in order to obtain a Certificate of Compliance. A Certificate of Compliance shall not be unreasonably withheld or delayed by the City and shall be in a form so as to allow Developer to record the Certificate of Compliance with the Anoka County Recorder relating to the Property at Developer's expense.

ARTICLE V CONSTRUCTION OF PUBLIC IMPROVEMENTS

5.1 Public Improvements. There are no public improvements with this plat or Agreement.

5.2 Intentionally Omitted

5.3 Intentionally Omitted

5.4 City-Installed Public Infrastructure. There are no City-Installed public improvements with this plat or Agreement.

ARTICLE VI SECURITY FOR PUBLIC IMPROVEMENTS

Section 6.1. Security for Public Improvements. To guarantee compliance with the terms of this Agreement, payment of the costs and construction of the Improvements, Developer shall furnish the City with an irrevocable letter of credit from Choice Bank in the amount of One Thousand and Sixty and 40/100 dollars (\$1,760.40) ("Security"). Developer has submitted a total bid of all work necessary for the completion of the Improvements, attached hereto as **Exhibit B**. No change order increasing or decreasing the contract expense by more than One Thousand and no/100 dollars (\$1,000.00) shall be authorized by the Developer without first notifying the City Engineer of the change and obtaining written approval of same. The amount of the Security shall be increased in the event of delay in the installation of the Project.

Section 6.2. Reduction in Security. The Security may be reduced from time to time as financial obligations are paid and Public Improvements-Developer Installed, and other Developer obligations are completed and approved by the City as provided in this Agreement. The City Engineer shall allow the reduction of the Security upon the written request of the Developer which demonstrates satisfactory completion of described elements of the Public Improvements and for use by Developer to pay costs incurred in construction of such elements or to reimburse Developer for such costs. In no event shall the Security be reduced below the aggregate total estimated cost of the Public Improvements not yet installed, completed, or accepted, plus twenty-five percent (25%). Each reduction shall be subject to satisfaction of all of the Developer's obligations to the City under this Agreement.

Section 6.3. Release of Security. The remaining Security may be released in full and returned to the Developer within 60 days of (i) completion of all of the Public Improvements included in the calculation of the Security and final acceptance of the Public Improvements by the City Council and (ii) satisfaction of all financial obligations by the Developer to the City. Prior to releasing the remaining Security, the City shall first be satisfied that all work regarding the Public Improvements has been completed according to the Construction Plans. In the event of a failure by Developer to complete any Public Improvement for which any Security stands as security, said remaining Security shall not be released until the passage of 120 days from the final date of completion as established herein.

Section 6.4. Drawdown of Security. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice of Developer's default under the terms of this Agreement. If the Developer does not cure the default within 30 days of the date of such notice or such longer period as may be reasonably required to cure the default provided the Developer commences such cure efforts within said 30 day period, and in all cases, subject to Unavoidable Delays, the City may draw on the Security and take such steps as it reasonably deems necessary to remedy the default. The City may also deduct from the Security reasonable recording, administrative and legal expenses in the event of Developer default.

Section 6.5. Intentionally Omitted

Section 6.6. Warranty. Developer warrants all Public Improvement-Developer Installed work required to be performed by it against poor material and faulty workmanship for a period of one (1) year after the full completion and acceptance by the City of all Public Improvements-Developer Installed as provided in Section 4.14 of this Agreement or such longer period as specified in plans and specifications prepared by the City Engineer for Improvements that are Public Improvements-Developer Installed. The Developer is responsible for providing a warranty bond in an amount equal to the value of the Public Improvements and will be effective from the date of the City's acceptance of all Public Improvements as provided in Section 4.1 of this Agreement for a period of two years.

Section 6.7 Liability Not Released. All Security given under this Agreement is security only, which in no manner limit the liability of Developer to the City, however arising and regardless of the amount.

**ARTICLE VII
ASSIGNMENT AND TRANSFER**

Section 7.1. Representation as to Development. Developer’s undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Property and not for speculation in land holding. Developer further recognizes that in view of (i) the importance of the Property to the general welfare of the community, and (ii) the substantial financing and other public aids that have been made available by the City for the purpose of making such development possible, subject to performance by the City and Unavoidable Delays, the Improvements will be constructed in a timely and workmanlike manner.

Section 7.2. Assignment and Transfer. Notwithstanding Section 7.1, the City recognizes that Developer, once the Improvements have been constructed, may wish to transfer, assign, or sell the Project or portions thereof to a third party. Developer shall have the right, at any time, to assign and/or the Project to: (i) any affiliate, subsidiary or parent corporation of Developer; (ii) any corporation into which Developer or any such subsidiary, parent or affiliate may merge or be consolidated with; (iii) any corporation or partnership or company that acquires substantially all of the assets of the Developer, and (iv) any individual or entity as to which assignment the City consents in writing provided that the assignee in each of the foregoing circumstances, in writing, assumes all the corporate obligations of Developer under this Agreement. Upon Developer’s assignment in accordance with the foregoing, the Developer shall be released from further liability under this Agreement.

**ARTICLE VIII
EVENTS OF DEFAULT**

8.1 Events of Default. The following shall be “Events of Default” under this Agreement and the term “Events of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by Developer or the City to substantially comply with or meet any one of the provisions of this Agreement, including time deadlines as outlined herein.
- (b) Failure by Developer or the City to substantially observe or perform any material covenant, condition, obligation, or Agreement on its part to be observed or performed under this Agreement.
- (c) Failure by Developer to pay any monetary obligation required by this Agreement.

8.2 Remedies for Default.

- (a) Upon the occurrence of an Event of Default for any reason, the non-defaulting party shall give written notice of the Event of Default to the defaulting party specifying in such notice the specific details of such Event of Default and the actions reasonably necessary by the defaulting party to cure such Event of Default. Subject

to Unavoidable Delays, if the Event of Default is not cured or waived by the non-defaulting party, or the period for cure extended, within thirty (30) days of said notice (the "Cure Period"), then the parties shall have all rights available at law including the filing of a lawsuit to compel performance by, or to obtain a money judgment against, the defaulting party. Notwithstanding any other applicable law or other reason to extend the Cure Period, the Cure Period shall be extended, if the defaulting party commences actions to cure the Event of Default within such Cure Period and thereafter diligently completes such cure within a reasonable period of time.

- (b) If the Event of Default is the failure to pay or reimburse expenses or monies due under the terms of this Agreement, then the amount claimed shall bear interest at a rate of 6% per annum, until paid in full (unless later agreed or adjudicated not to have been due and owing) from the date the period to cure expires.

8.3 No Remedy Exclusive. No remedy in this Agreement conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

8.4 No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement is breached by any party and thereafter waived in writing by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE IX REPRESENTATIONS AND WARRANTIES OF CITY

9.1 Legal Authority. The City represents and warrants to the Developer that it has the power, authority and legal right to perform all of the covenants and obligations required to be entered into or performed by the City, as the case may be, under this Agreement.

9.2 Validity. The City represents to Developer that it is empowered to execute and deliver this Agreement and any other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been and each such document at the time it is executed and delivered will be duly executed and delivered on behalf of the City. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

9.3 No Conflict. City represents to the Developer that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered or acknowledged by

City will not violate any applicable statute, rule, regulation, judgment, order or decree of the State of Minnesota or a court having jurisdiction over City or its properties.

9.4 Intentionally Omitted

9.5 Due Approval. The City represents to the Developer that the Preliminary Plat, Final Plat, Project, Construction Plans and this Agreement have been duly approved by the City in accordance with its ordinances and applicable state statutes.

**ARTICLE X
REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

10.1 Legal Authority. Developer represents and warrants to the City that it is the fee owner of the Property and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

10.2 Validity. Developer represents to the City that to the best of Developer's knowledge, this Agreement and all other documents required to be executed and delivered by Developer have been duly and validly authorized, executed and delivered by Developer and will be enforceable against Developer in accordance with their terms.

10.3 No Conflict. Developer represents to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer will not violate any provision of Developer's Articles of Organization, Operating Agreement, or any applicable statute, rule, regulation, judgment, order or decree of the State of Minnesota or a court having jurisdiction over Developer or its properties.

**ARTICLE XI
INDEMNIFICATION**

11.1 Developer Indemnification. Developer shall indemnify and hold the City harmless against and from any and all liabilities, costs, and expenses incurred by the City which may in any manner result from or arise in the course of, out of, or as a result of the negligence of Developer, its agents, successors, assigns, contractors or employees in connection the construction of the Public Improvements-Developer Installed to be dedicated to the City pursuant to this Agreement. Further, Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Property, except for any costs or expenses arising from the City's breach of any representation or warranty made by the City in this Agreement or from the negligence or other wrongful or intentional acts or omissions of the City, its agents, employees or contractors. Developers shall indemnify the City and its officers and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees.

11.2 City Indemnification. The City shall indemnify and hold the Developer harmless against and from any and all liabilities, costs, and expenses incurred by the Developer which may in any manner result from or arise in the course of, out of, or as a result of the negligence of the City, its agents, successors, assigns, contractors or employees in connection the construction of the Public Improvements-City Installed. The City shall indemnify the Developer and its officers and employees for all costs, damages or expenses that the Developer may pay or incur in consequence of such claims, including attorney's fees.

11.3 Contract of Insurance. Contractors engaged by Developer to perform the work required by this Agreement within the public rights-of-way shall, prior to commencing such work, submit to the City acceptable proof of the following coverages. Further, these certificates contain a provision that coverage afforded under the policies will not be canceled until at least ten days written notice has been given to the City. Developer shall file a Certificate of Insurance provided by Developer's contractors showing the City as additional insured and containing a ten-day notice to the City of cancellation:

- (a) Unemployment and workers' compensation insurance which is in strict compliance with state laws.
- (b) Comprehensive personal and public liability insurance which is not less than \$3,000,000.
- (c) Comprehensive property damage insurance has limits of not less than \$3,000,000.
- (d) Comprehensive automobile liability and property damages insurance for operations of all hired and non-hired motor vehicles of not less than \$1,000,000.
- (e) Fire and extended coverage shall insure against losses and damage to incomplete and completed work, materials or equipment covering the Public Improvements to be dedicated to the City until the same has been accepted by the City.

The coverages identified herein shall remain in force and effect through the expiration of all warranty periods described in this Agreement.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Clean-up and Property Maintenance. Developer shall be responsible for cleaning up any debris resulting from construction of Improvements by Developer, its contractors, and subcontractors. Developer, through its employees, contractors or agents, agrees to maintain and keep the Property, landscaping, parking lots and other site improvements in a safe, well-kept manner. Developer shall exercise reasonable care to prevent trash, garbage, litter, or other refuse from accumulating on the Property.

12.2 Compliance with Code of Ordinances. Except for variations approved by the City as part of this Agreement, this Agreement and all work and improvements required by this

Agreement shall be performed and carried out in strict compliance with and subject to the provision of the City's Code of Ordinances.

12.3 Restrictions on Use. Developer agrees it shall devote, develop and use the Property in accordance with the uses specified in the property covenants and this Agreement. This restriction shall lapse automatically if at any subsequent time, the recorded property covenants lapse, expire, or are otherwise lawfully terminated. The benefits and burdens of this Agreement shall be deemed covenants which run with the land and shall be binding on the successors and assigns of Developer.

12.4 Conflicting Plans. The site plan shall be developed in accordance with the Construction Plans and the conditions stated in this Agreement. In the event of a conflict between the site plan on file with the City and the written terms of this Agreement, the written terms of this Agreement shall control.

12.5 Conflicts of Interest. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Provided, however, that after this Agreement has been signed, a member, official, or employee of the City may have contact and business relations with Developer relating to the Project only if a full disclosure is made to the City Council, and the business relation does not impair the exercise of said member's, official's, or employee's independent judgment on behalf of the City. No member, official, employee, or consultant of the City shall be personally liable to Developer, or any successor of interest, in the event of any default or breach by the City for any amount which may become due to Developer or successor, or on any obligation under the terms of this Agreement.

12.6 Property Taxes. Developer covenants that, so long as Developer is the owner thereof, it shall pay all property taxes duly levied against the Property in accordance with applicable state law.

12.7 Construction. Any and all damage to completed Improvements, public or private, caused by construction of the Project shall be repaired by the Developer, as reasonably determined by the City Engineer.

12.8 Engagement of Qualified Contractors. Developer agrees to engage a general contractor for all work included in this Agreement who is qualified to perform the work, and who is selected at Developer's sole discretion.

12.9 Temporary Construction Easements. The City shall grant any and all necessary temporary construction easements upon the property owned and controlled by the City ("City Property") required by Developer in order for Developer to construct and install the Improvements. Developer shall, at its sole cost and expense, restore the affected portion of the City's Property to the same condition which existed prior to the commencement of such work. The City warrants that it owns and controls all of the City Property described and Developer's obligation to perform the

Improvements shall not require access to any other property owned or otherwise controlled by a third party. Temporary easements may be shown and granted pursuant to one or more recordable easement agreements which, inter alia, identify when such easement shall terminate.

ARTICLE XIII GENERAL PROVISIONS

13.1 Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered when mailed by certified mail, postage prepaid, return receipt requested, or delivered personally, to the addresses below, or at such other addresses with respect to either such party as that party may, from time to time, designate in writing.

If to Developer: Matthew Chacich
 22343 Sandy Drive NE
 East Bethel, MN 55005

If to City: City of East
 Attn: City Administrator
 2241 221st Avenue NE
 East Bethel, MN 55011

With copy to: Eckberg Lammers, P.C.
 Attn: Christopher Nelson
 1809 Northwestern Ave
 Stillwater, MN 55082

13.2 Entire Agreement. The entire agreement of the parties has been set forth in this Agreement and there are no representations, warranties or agreements between the parties except as set forth in this Agreement. Developer agrees that the City, its agents and employees, shall not be liable for any representations, warranties or agreements not contained in this Agreement and that if any such representations, warranties or agreements have been made, they are wholly unauthorized and not binding upon the City. Developer expressly waives any claims for damages or for rescission because of any representations, warranties or agreements made by the City, its agents or employees, other than as contained in this Agreement. All prior agreements, written or oral, concerning the subject matter of this Agreement are cancelled and superseded.

13.3 Modifications in Writing. Neither this Agreement nor any of the provisions of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom such enforcement of the change, waiver, discharge or termination is sought.

13.4 Binding Effect and Assignment. This Agreement shall continue to bind and inure to the benefit of the parties and their respective representatives, heirs, successors and assigns.

13.5 Severability of Provisions. It is intended each provision of this Agreement shall be

viewed as separate and divisible, and in the event that any provision shall be held to be invalid, the remaining provisions shall continue to be in full force and effect.

13.6 Governing Law. This Agreement and its construction, interpretation, and enforcement and the rights of the parties shall be determined under, governed by and construed in accordance with the internal laws of the State of Minnesota, without regard to principles of conflict of law. Each of the parties agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated, at the sole option of City, in any court in which the City shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy.

13.7 Waiver of Jury Trial. **THE PARTIES JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES REPRESENTS THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.**

13.8 Additional Representations. Each party acknowledges and agrees it (i) has been given a full and fair opportunity to discuss and negotiate the terms of this Agreement, (ii) understands and fully agrees with the provisions of this Agreement, (iii) has carefully read this Agreement; (iv) a copy of this Agreement was available to them prior to the execution thereof; (v) has been given adequate time in which to execute the Agreement; (vi) knows and understands the provisions of this Agreement; and (vii) has signed this Agreement knowingly and voluntarily.

13.9 Further Acts. Each party to this Agreement agrees to perform any further acts and deliver any documents as may be reasonably necessary to carry out the provisions of this Agreement.

13.10 Recordation. The City may record a copy of this Agreement, or a memorandum thereof, in the office of land records in and for Anoka County, Minnesota.

13.11 Headings. The headings in this Agreement are included for convenience and reference only and should not be construed a part of this Agreement for any other purpose.

13.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original signature; however, in no event shall the Agreement be deemed fully executed without the signatures of all parties.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

CITY:

CITY OF EAST BETHEL

Ardie Anderson, Mayor

Matt Look, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Ardie Anderson, Mayor and by Matt Look, City Administrator, of the City of East Bethel, a Minnesota municipal corporation, on behalf of the City and pursuant to the authority of the City Council.

Notary Public

EXHIBIT A

Legal Description of the Property

That part of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) of Section Twenty-six (26), Township Thirty-three (33), Range Twenty-three (23), Anoka County, Minnesota, lying Northerly of the centerline of County State Aid Highway No. 22; except the East 392.57 feet, as measured at right angles to the East line thereof.

AND

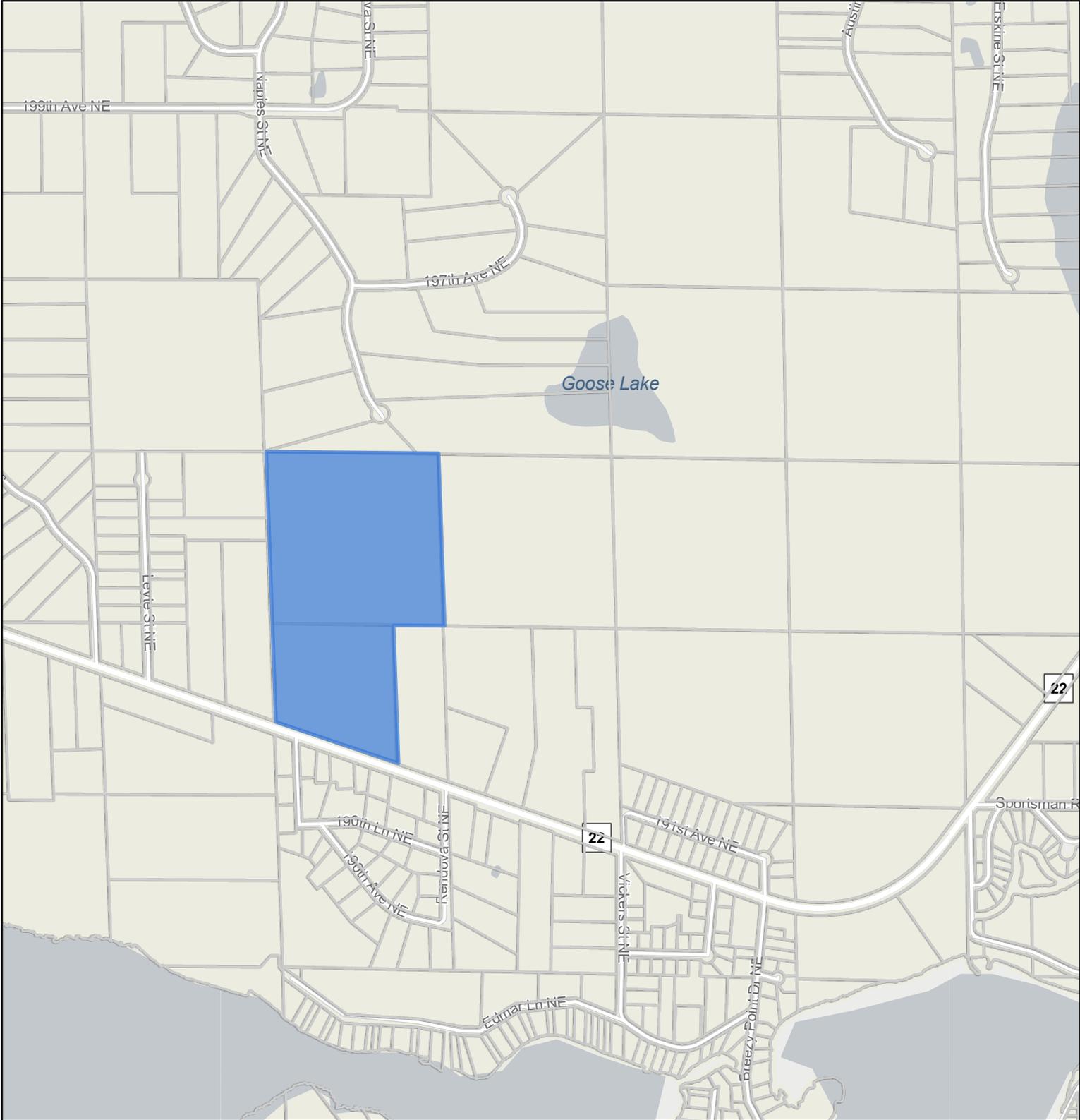
The Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Twenty-six (26), Township Thirty-three (33), Range Twenty-three (23), Anoka County, Minnesota.

EXHIBIT B

Costs

Improvement	City Installed	Developer Installed	Total
Grading, Drainage, and Erosion Control.	-	-	-
Wetland Buffers and Signage	-	\$1,330.00	\$1,330.00
Storm Sewer	-	-	-
Sanitary Sewer	-	-	-
Water	-	-	-
Public Utilities	-	-	-
Sidewalks and Trails	-	-	-
Streets	-	-	-
Street and Traffic Signs	-	-	-
Streetlights	-	-	-
Subdivision Monuments	-	\$300.00	\$300.00
SUB-TOTAL	\$0.00	\$1,630.00	\$1,630.00
Administrative Fees (8%)	\$0.00	\$130.40	\$130.40
TOTAL			\$1,760.40

Location Map

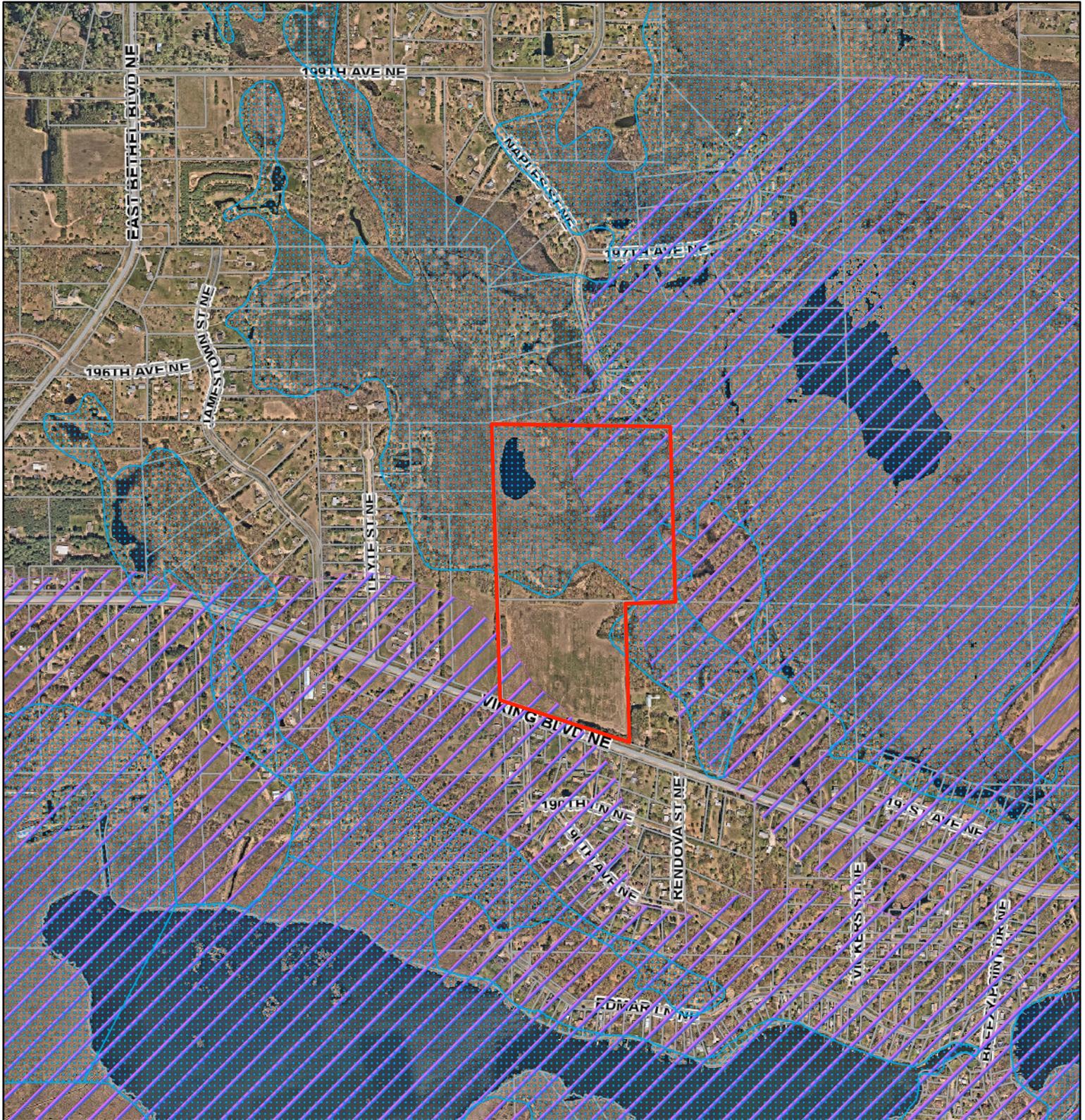


Parcels
City Mask

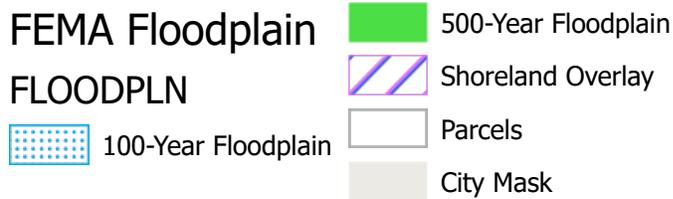
1 inch equals 1,484 feet



Aerial- Shoreland and Floodplain



1 inch equals 1,447 feet



April 18, 2025

Kendra Lindahl, AICP
Landform
105 5th Avenue South, Ste. 513
Minneapolis, MN 55401

RE: Preliminary Plat Review No. 2 – Blanco De Cola Pradera

Dear Kendra:

We have reviewed the revised Preliminary Plat information submitted for the proposed plat of Blanco De Cola Pradera. We offer the following comments:

1. Comment 2/19/2025: Chapter 66 of the City Code and the WMO requires an MNRAM for the onsite wetlands. The MNRAM is also used to determine the wetland buffer width per City Code 66-155-Table 1. Add the buffers to the plans. **Comment 4/18/2025: Still needed.**
2. OK
3. Comment 2/19/2025: Provide a lot tabulation for each lot to tabulate estimated high groundwater, low floor, low opening, garage floor, high water elevation, emergency overflow, etc. Estimated high ground water shall be based on mottling or provide a soils/groundwater investigation from a certified geotechnical engineer establishing the high groundwater for each lot. The minimum acceptable lowest floor elevation for new construction of residential is three feet above the highest known water table, mottled soil or 100-year floodplain elevation, whichever is highest. **Comment 4/18/2025: The response from Design Tree indicates that the home types have not been determined, however a finished floor label has been included on each house pad which does not seem to correlate with the minimum low flow added to Sheet C101? Add the minimum low floor elevation to the house pad.**
4. Comment 2/19/2025: Provide a Stormwater Management Plan that is certified by a licensed Minnesota professional engineer. **Comment 4/18/2025: Stormwater calculations have been provided. Update the calculations as required to address these comments. Calculations shall be based on ALTAS 14 rainfall data. Update the calculations and provide rate and volume control per Section 35, Subpart 7, of Appendix A – Zoning.**
5. Comment 2/19/2025: The driveway accesses and culvert construction along with the proposed right-of-way width need to be approved by the Anoka County Highway Department. Provide an approval letter from the county. **Comment 4/18/2025: Provide a copy of the Anoka County Highway Department review when received.**
6. Comment 2/19/2025: Set the high-water level (HWL) for the four wetlands within the lots and the large wetland on the north side of the plat. The HWL shall be set at or above the overflow. Alternately provide an ATLAS 14 Model and 10-day snowmelt analysis to set the HWL if it is landlocked. **Comment 4/18/2025: Provide the EOF or HWL for the large wetland to the north to ensure the proposed house elevations are adequately set. The calculations used to set the HWL for wetlands 1-3 are starting at the wetland bottom. This is acceptable for analyzing the volume and rate control from the site. To establish the HWL provide a separate 100-year storm model and start the wetland at the overflow or alternately provide the back-to-back 100-year calculations and the 10-day snowmelt analysis (example wetland 1 should start at 910.5).**

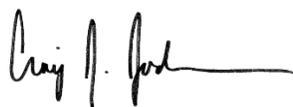
7. Comment 2/19/2025: The culvert at the midpoint of the driveway on Lot 3 flows to the wetland on lot 2 which will help maintain the hydrology to this wetland. Provide a drainage and utility easement from Lot 3 to the wetland on Lot 2. Also, there are additional culverts and overflows from this wetland and continuing to the large wetland on the northside of the plat. Provide drainage and utility easements along this drainage way. It appears that with some minor grading the overflows from the wetland on Lot 2 to the wetland to the north could be provided along the lot lines which would be the preferred design instead of through the center of the lots. **Comment 4/18/2025: still needed.**
8. Comment 2/19/2025: According to the county LIDAR, in the county ditch, there is a 914 elevation just east of the plat. The ditch appears to drain to a low point which is at the midpoint of Lot 2 where it then drains north. Verify and provide details on how the ditch drains and if any additional easements or grading are required. **Comment 4/18/2025: The response from Design Tree indicates the county ditch will continue to flow through the site. Provide drainage and utility easement to protect the flow path.**
9. OK.
10. OK.

Additional Comments 4/18/2025:

11. On Sheet C101 two wetlands are labeled E2?
12. Label the boring numbers on Sheet C101 and provide a copy.
13. Revise the easements on the Preliminary and Final Plats to address the comments.
14. The minimum allowable culvert size is 15 inch.
15. It should be noted that the applicants engineer has indicated that the house type has not yet been determined. In general, it appears that the house pads are set up for slab on grade type house. If other house types are proposed with the building permit a grading permit may be required with each permit.

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

Sincerely,
Hakanson Anderson



Craig J. Jochum, City Engineer





Anoka County

TRANSPORTATION DIVISION

Highway

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

February 18, 2025

RE: Preliminary Plat – Blanco De Cola Pradera

Dear Kendra,

We have reviewed the Preliminary Plat for Blanco De Cola Pradera to be located north of CSAH 22 (Viking Boulevard NE) and east of Naples Street NE within the City of East Bethel, and I offer the following comments:

- An additional 10 feet of right of way along CSAH 22 will be required for future reconstruction purposes (60 feet total right of way width north of CSAH 22 centerline).
- As proposed, the plat will introduce three new residential access points onto county roads. This is acceptable because access to a City Street does not seem feasible. The proposed access locations on CSAH 22 are acceptable to this department.
- No other access points onto CSAH 22 will be permitted for this plat and the right of access along CSAH 22 should be dedicated to Anoka County with the exception for the proposed new residential access points. Any existing driveways and field entrances shall be removed, and the ditch section restored to match existing depth, slope, and grades.
- Internal site grading shall not commence until the requested ACHD Engineering plan approvals are received and the applicable permits can be issued.
- County Ditch #56, Branch 1, runs through the north end of the property and may not be altered without first submitting detailed plans to the appropriate agencies and obtaining their permission as well as permission from the County Engineer.
- Any utility relocation in the CSAH 22 right of way will be required to be coordinated directly by the city/developer.
- Please note that no plantings or private signs will be permitted within the county right of way and care must be exercised when locating private signs, building, structures, plantings, berms, etc. outside of the county right of way, so as not to create any new sight obstructions for this section of CSAH 22.

ACHD would like to work with local governments in promoting compatibility between land use and the county highway system. It should be recognized that residential land uses located adjacent to County highways often results in complaints about traffic noise. Existing and/or future traffic noise from CSAH 22 could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that

Our Passion Is Your Safe Way Home

1440 Bunker Lake Boulevard N.W. ▲ Andover, MN 55304-4005
Office: 763-324-3100 ▲ Fax: 763-324-3020 ▲ www.anokacounty.us/highway
City Council Packet, page 70

Affirmative Action / Equal Opportunity Employer

municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA's Noise Area Classification (NAC) where establishment of the land use would result in violations of established noise standards. It is advised that the City and the Developer assess the noise situation for this development as it is proposed to be located directly adjacent to CSAH 22 and take the level of action deemed necessary to minimize the impact of any highway noise by incorporating the appropriate noise mitigation elements into the design and phasing of this plat as applicable.

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

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

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

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

Sincerely,



Logan Keehr, PE
Traffic Engineer II

xc: CSAH 22/Plats+Developments/2025
Jerry Auge, Assistant County Engineer
David Zieglmeier, County Surveyor
Sean Thiel, Traffic Engineering Manager
Sue Burgmeier, Traffic Technician
Brandon Ulvenes, Engineer II

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Michael J. Gerber

PRINTED NAME: MICHAEL J. GERBER
 DATE: 12-17-2024 LICENSE #: 56653

EAST BETHEL SUBDIVISION

**VIKING BLVD NE
 EAST BETHEL, MN, 55005**

THIS DRAWING AND THE INFORMATION THEREIN IS THE PROPERTY OF DESIGN TREE ENGINEERING INC. USE BY THE HOLDER OR DISCLOSURE TO OTHERS WITHOUT THE PERMISSION OF DESIGN TREE ENGINEERING INC. IS PROHIBITED. IT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF DESIGN TREE ENGINEERING INC. REPRODUCTION OF THE MATERIAL HEREIN WITHOUT WRITTEN PERMISSION OF DESIGN TREE ENGINEERING INC. VIOLATES THE COPYRIGHT LAWS OF THE UNITED STATES AND WILL SUBJECT THE VIOLATORS TO LEGAL PROSECUTION.

COPYRIGHT © 2024 BY DESIGN TREE ENGINEERING

DRAWN BY: NPK

CHECKED BY: MJG

PROJECT NO.: 00024074

NO.	DATE	DESCRIPTION
1	04/01/2025	PRELIM PLAT RESUBMITTAL

SITE & GRADING PLAN

DRAWING NO.

C101

NOTES:

- EXISTING CONDITIONS & TOPOGRAPHIC INFORMATION PROVIDED BY: E.G. RUD & SONS, INC. PROFESSIONAL LAND SURVEYORS 6776 LAKE DRIVE NE, SUITE 110 LINO LAKES, MN 55014
- ALL DIMENSIONS SHOWN ARE TO FLOW LINE, CENTERLINE OF FENCE, EDGE OF PAVEMENT, OR EXTERIOR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL FIELD VERIFY ALL BUILDING DIMENSIONS AND REMOVAL LIMITS PRIOR TO ANY CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL PLAN AND DETAIL DIMENSIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL PROVIDE A TEMPORARY PEDESTRIAN ACCESS ROUTE PLAN FOR ANY WORK PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY.
- CONTRACTOR SHALL PROVIDE A TEMPORARY TRAFFIC CONTROL PLAN FOR ANY WORK PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY.
- ALL EXCESS OR WASTE MATERIAL GENERATED AS PART OF CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.

SITE LEGEND

AGGREGATE SURFACING

GRADING LEGEND

- - - - - = EXISTING MAJOR CONTOUR
- - - - - = EXISTING MINOR CONTOUR
- - - - - = EXISTING CONTOUR LABEL
- = PROPOSED MAJOR CONTOUR
- = PROPOSED MINOR CONTOUR
- = PROPOSED CONTOUR LABEL
- 100 ——— = EXISTING SPOT ELEVATION*
- xx.xx ——— = PROPOSED SPOT ELEVATION*
- = PROPOSED SURFACE FLOW DIRECTION

*SPOT ELEVATIONS ALONG CURB & GUTTER AND OTHER REVEALS ARE TO FLOWLINE, UNLESS OTHERWISE NOTED.

LOT 1

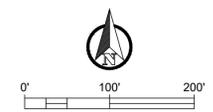
TOTAL LOT AREA	13.85 AC
DISTURBED AREA	1.24 ±AC
PROPOSED IMPERVIOUS AREA	0.23 AC
ESTIMATED HIGH GROUND WATER*	ELEV:910.70
MINIMUM LOW FLOOR	ELEV:913.70
*BASED ON MOTTLED SOILS	

LOT 2

TOTAL LOT AREA	14.47 AC
DISTURBED AREA	1.21 ±AC
PROPOSED IMPERVIOUS AREA	0.21 AC
ESTIMATED HIGH GROUND WATER*	ELEV:911.4
MINIMUM LOW FLOOR	ELEV:914.40
*BASED ON MOTTLED SOILS	

LOT 3

TOTAL LOT AREA	32.20 AC
DISTURBED AREA	1.94 ±AC
PROPOSED IMPERVIOUS AREA	0.36 AC
ESTIMATED HIGH GROUND WATER*	ELEV:911.00
MINIMUM LOW FLOOR	ELEV:914.00
*BASED ON MOTTLED SOILS	



P:\000\MISC 24\00024074-EAST BETHEL SUBDIVISION\DWG\CAD\00024074-C-BASE-PROPOSED.DWG ## 4/1/2025

NOTES:

- ALL DISTURBED AREAS SHALL BE FINAL GRADED AND PERMANENTLY STABILIZED WITH THE SEED MIX IDENTIFIED ON PLANS.
- THE SITE MUST BE STABILIZED PER THE REQUIREMENTS OF THE MPCA, NPDES PERMIT, MNDOT, AND THE CITY.
- INLET PROTECTION SHALL BE PROVIDED ON ALL CATCH BASINS AND INLETS DOWN GRADIENT OF CONSTRUCTION ACTIVITY.
- PROVIDE SILT FENCE PERIMETER CONTROL DOWN GRADIENT OF ALL CONSTRUCTION ACTIVITY AND TEMPORARY STOCKPILES.
- TEMPORARY STABILIZED CONSTRUCTION EXITS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
- NO OFFSITE VEHICLE TRACKING IS PERMITTED. STREETS SHALL BE CLEANED AND SWEEPED WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS.
- REFER TO THE CITY OF EAST BETHEL EROSION CONTROL REQUIREMENTS FOR FURTHER EROSION CONTROL SEQUENCING.
- WHEN INSTALLING END-OF-LINE FLARED END SECTIONS, BRING THE SILT FENCE UP & OVER THE FLARED END SECTIONS & COVER DISTURBED AREAS WITH RIP RAP. THE UPSTREAM FLARED END SECTIONS SHALL HAVE WOOD FIBER BLANKET INSTALLED ON THE DISTURBED SOILS.
- GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Michael J. Gerber

PRINTED NAME: MICHAEL J. GERBER
 DATE: 12-17-2024 LICENSE #: 56653

EAST BETHEL SUBDIVISION

EROSION CONTROL LEGEND & QUANTITIES:

	STABILIZED CONSTRUCTION EXIT	(3 EA)
	SILT FENCE	(6,588 LF)
	MNDOT SEED MIX 25-121	(3.49 AC)
	CATEGORY 20 ROLLED EROSION PREVENTION PRODUCT	(441 SY)
	INLET PROTECTION	(5 EA)

NOTE: QUANTITIES SHOWN ARE FOR SWPPP PLAN, AND ARE NOT FOR BIDDING PURPOSES.



**VIKING BLVD NE
 EAST BETHEL, MN, 55005**

THIS DRAWING AND THE INFORMATION THEREIN IS THE PROPERTY OF DESIGN TREE ENGINEERING INC. USE BY THE HOLDER OR DISCLOSURE TO OTHERS WITHOUT THE PERMISSION OF DESIGN TREE ENGINEERING INC. IS PROHIBITED. IT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF DESIGN TREE ENGINEERING INC. REPRODUCTION OF THE MATERIAL HEREIN WITHOUT WRITTEN PERMISSION OF DESIGN TREE ENGINEERING INC. VIOLATES THE COPYRIGHT LAWS OF THE UNITED STATES AND WILL SUBJECT THE VIOLATORS TO LEGAL PROSECUTION.

COPYRIGHT © 2024 BY DESIGN TREE ENGINEERING

DRAWN BY: NPK

CHECKED BY: MJG

PROJECT NO.: 00024074

NO.	DATE	DESCRIPTION
1	04/01/2025	PRELIM PLAT RESUBMITTAL

EROSION CONTROL PLAN

DRAWING NO.

C201

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Michael J. Gerber

PRINTED NAME: MICHAEL J. GERBER
 DATE: 12-17-2024 LICENSE #: 56653

EAST BETHEL SUBDIVISION

**VIKING BLVD NE
 EAST BETHEL, MN, 55005**

THIS DRAWING AND THE INFORMATION THEREIN IS THE PROPERTY OF DESIGN TREE ENGINEERING INC. USE BY THE HOLDER OR DISCLOSURE TO OTHERS WITHOUT THE PERMISSION OF DESIGN TREE ENGINEERING INC. IS PROHIBITED. IT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF DESIGN TREE ENGINEERING INC. REPRODUCTION OF THE MATERIAL HEREIN WITHOUT WRITTEN PERMISSION OF DESIGN TREE ENGINEERING INC. VIOLATES THE COPYRIGHT LAWS OF THE UNITED STATES AND WILL SUBJECT THE VIOLATORS TO LEGAL PROSECUTION.

COPYRIGHT © 2024 BY DESIGN TREE ENGINEERING

DRAWN BY: NPK

CHECKED BY: MJG

PROJECT NO.: 00024074

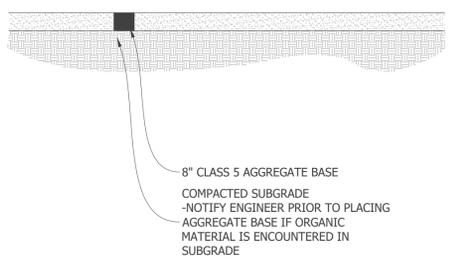
NO.	DATE	DESCRIPTION
1	04/01/2025	PRELIM PLAT RESUBMITTAL

CIVIL DETAILS

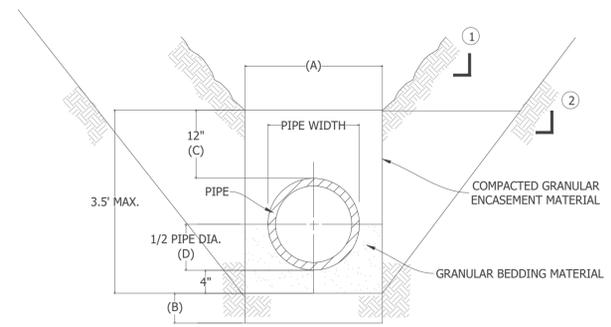
DRAWING NO.

C301

NOTES:
 1. ALL ORGANIC OR OTHER UNSUITABLE MATERIAL SHALL BE REMOVED FROM BENEATH THE ROADWAY.



AGGREGATE SURFACING SECTION
 SCALE=N.T.S.

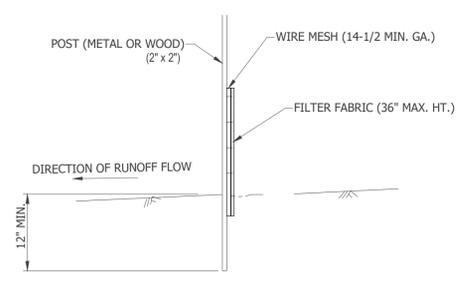


- ① 0-12" DEPTH TRENCH
SLOPE DEPENDS ON SOIL TYPE.
- ② 12-20" DEPTH TRENCH
SLOPE DEPENDS ON SOIL TYPE.
- ③ 0-20" DEPTH TRENCH
SUPPORT OR SHIELD SYSTEM CAN BE UTILIZED TO REDUCE TRENCH WIDTH.
- ④ 20" OR GREATER DEPTH TRENCH
EXCAVATION MUST BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER. CONTRACTOR SHALL HAVE THE DESIGN COMPLETED AT HIS EXPENSE AND PROVIDE A COPY TO THE OWNER AND THE PROJECT ENGINEER.

- (A) MINIMUM TRENCH WIDTH SHALL ALLOW FOR SIX INCHES OF CLEARANCE ON EACH SIDE OF PIPE JOINT HUB.
- (B) THE TRENCH MAY BE OVEREXCAVATED A MIN. OF 6" & BACKFILLED WITH COMPACTED GRANULAR MATERIALS WHEN ROCK, INCOMPRESSIBLE MATERIALS, OR UNSTABLE SOILS ARE ENCOUNTERED.
- (C) COMPACTED GRANULAR ENCASEMENT MATERIAL SHALL COVER THE TOP OF PIPE BY AT LEAST 12" AND EXTEND THE FULL WIDTH OF THE TRENCH OR AT LEAST 2 1/2" TIMES THE PIPE DIAMETER ON EACH SIDE OF THE PIPE.
- (D) BEDDING AND HAUNCHING MATERIAL SHALL BE PLACED AND COMPACTED TO PROVIDE FULL SUPPORT FOR THE LENGTH OF THE PIPE.

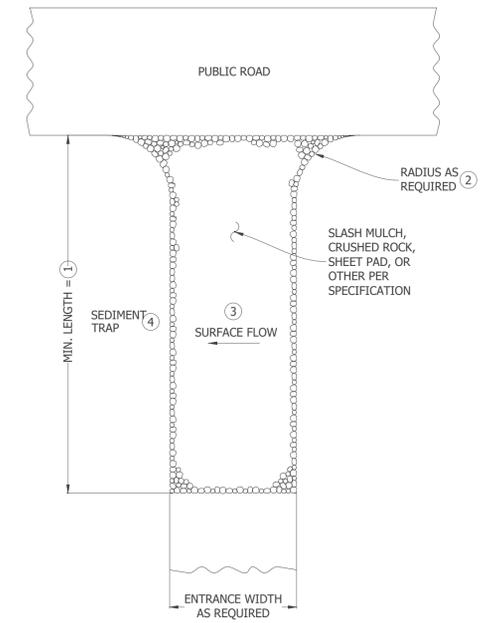
NOTES:
 1. THIS DETAIL APPLIES TO SANITARY SEWER, STORM SEWER, WATERMAIN, AND ALL SERVICE PIPES.

TYPICAL PIPE BEDDING DETAIL
 SCALE=N.T.S.

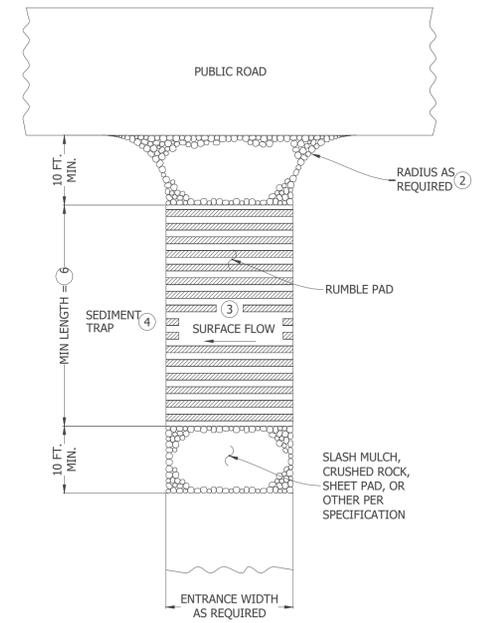


- NOTES:
1. TYPE OF FENCING TO BE USED SHALL COMPLY WITH MNDOT 3886.1 UNLESS INDICATED OTHERWISE ON PLANS.
 2. DIG A 6" x 6" TRENCH ALONG THE INTENDED FENCE LINE.
 3. DRIVE ALL POSTS INTO THE GROUND AT THE DOWNHILL SIDE OF TRENCH.
 4. WIRE FENCING PER MNDOT SPEC. 3886. WIRE MESH MUST BE A MINIMUM OF 2" INTO THE GROUND AND NO MORE THAN 36" ABOVE THE ORIGINAL GROUND SURFACE.
 5. FILTER FABRIC PER MNDOT SPEC. 3886. FABRIC APPARENT OPENING SIZE (AOS) SHALL BE 30 TO 80 IN AREAS OF COARSE GRAINED SOILS, AND 50 TO 80 IN AREAS OF FINE GRAINED SOILS.
 6. LAY OUT SILT FENCE ON THE UPHILL SIDE ALONG THE FENCE LINE, AND BACK FILL.
 7. WOOD POSTS MAY BE SPACED UP TO 4 FEET APART IF WIRE MESH IS NOT USED TO SUPPORT THE FABRIC. IF WIRE MESH IS USED TO SUPPORT THE FABRIC STEEL POSTS MAY BE SPACED UP TO 8 FEET APART.

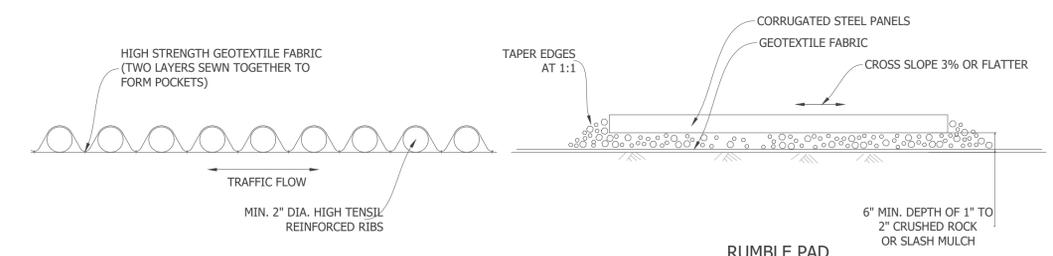
SILT FENCE DETAIL
 SCALE=N.T.S.



SLASH MULCH, CRUSHED ROCK, OR SHEET PAD CONSTRUCTION EXIT (5) (7)

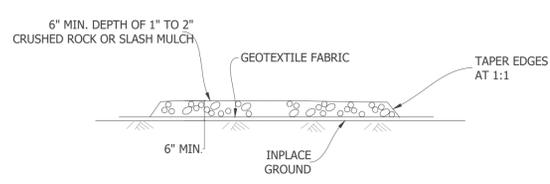


RUMBLE PAD CONSTRUCTION EXIT (5) (7)



SHEET PAD

RUMBLE PAD



SLASH MULCH OR CRUSHED ROCK

- NOTES:
 SEE SPECS. 2573 & 3882.
- ① MINIMUM LENGTH SHALL BE THE GREATER OF 50 FEET OR A LENGTH SUFFICIENT TO ALLOW A MINIMUM OF 5 TIRE ROTATIONS ON THE PROVIDED PAD. MINIMUM LENGTH SHALL BE CALCULATED USING THE LARGEST TIRE WHICH WILL BE USED IN TYPICAL OPERATIONS.
 - ② PROVIDE RADIUS OR WIDEN PAD SUFFICIENTLY TO PREVENT VEHICLE TIRES FROM TRACKING OFF OF PAD WHEN LEAVING SITE.
 - ③ IF RUNOFF FROM DISTURBED AREAS FLOWS TOWARD CONSTRUCTION EXITS, PREVENT RUNOFF FROM DRAINING DIRECTLY TO PUBLIC ROAD OVER CONSTRUCTION EXIT BY CROWNING THE EXIT OR SLOPING TO ONE SIDE. IF SURFACE GRADING IS INSUFFICIENT, PROVIDE OTHER MEANS OF INTERCEPTING RUNOFF.
 - ④ IF RUNOFF FROM CONSTRUCTION EXITS WILL DRAIN OFF OF PROJECT SITE, PROVIDE SEDIMENT TRAP WITH STABILIZED OVERFLOW.
 - ⑤ IF A TIRE WASH OFF IS REQUIRED THE CONSTRUCTION EXITS SHALL BE GRADED TO DRAIN THE WASH WATER TO A SEDIMENT TRAP.
 - ⑥ MINIMUM LENGTH OF RUMBLE PAD SHALL BE 20 FEET, OR AS REQUIRED TO REMOVE SEDIMENT FROM TIRES. IF SIGNIFICANT SEDIMENT IS TRACKED FROM THE SITE, THE RUMBLE PAD SHALL BE LENGTHENED OR THE DESIGN MODIFIED TO PROVIDE ADDITIONAL VIBRATION. WASH-OFF LENGTH SHALL BE AS REQUIRED TO EFFECTIVELY REMOVE CONSTRUCTION SEDIMENT FROM VEHICLE TIRES.
 - ⑦ MAINTENANCE OF CONSTRUCTION EXITS SHALL OCCUR WHEN THE EFFECTIVENESS OF SEDIMENT REMOVAL HAS BEEN REDUCED. MAINTENANCE SHALL CONSIST OF REMOVING SEDIMENT AND CLEANING THE MATERIALS OR PLACING ADDITIONAL MATERIAL (SLASH MULCH OR CRUSHED ROCK) OVER SEDIMENT FILLED MATERIAL TO RESTORE EFFECTIVENESS.

STABILIZED CONSTRUCTION EXIT DETAILS
 SCALE=N.T.S.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Michael J. Gerber

PRINTED NAME: MICHAEL J. GERBER
DATE: 12-17-2024 LICENSE #: 56653

**EAST BETHEL
SUBDIVISION**

**VIKING BLVD NE
EAST BETHEL, MN, 55005**

THIS DRAWING AND THE INFORMATION THEREIN IS THE PROPERTY OF DESIGN TREE ENGINEERING INC. USE BY THE HOLDER OR DISCLOSURE TO OTHERS WITHOUT THE PERMISSION OF DESIGN TREE ENGINEERING INC. IS PROHIBITED. IT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF DESIGN TREE ENGINEERING INC. REPRODUCTION OF THE MATERIAL HEREIN WITHOUT WRITTEN PERMISSION OF DESIGN TREE ENGINEERING INC. VIOLATES THE COPYRIGHT LAWS OF THE UNITED STATES AND WILL SUBJECT THE VIOLATORS TO LEGAL PROSECUTION.

COPYRIGHT © 2024 BY DESIGN TREE ENGINEERING

DRAWN BY: NPK

CHECKED BY: MJG

PROJECT NO.: 00024074

NO.	DATE	DESCRIPTION
1	04/01/2025	PRELIM PLAT RESUBMITTAL

SWPPP NARRATIVE

DRAWING NO.

C302

- Sediment from conveyance systems and sedimentation basins are cleaned out (returned to design capacity).
- Notice of Termination (NOT) is submitted to the MPCA.

Erosion Control Maintenance and Inspection: BMP inspection and maintenance Responsible Party: _____

- Inspect erosion control devices and provide routine maintenance as follows:
 - Inspect erosion control a minimum of once per week and within 24 hours of a rainfall event greater than 0.5" in 24 hours.
 - Records of each inspection and maintenance activity shall include:
 - Date and time of inspections.
 - Name of person(s) conducting inspection.
 - Accurate findings of inspection, including the specific location where corrective actions are needed.
 - Corrective actions taken (including dates, times, and party completing maintenance activities).
 - Date and amount of all rainfall events greater than 0.5" in 24 hours, and the amount of rainfall for each event. Rainfall amounts must be obtained by either a properly maintained rain gauge installed onsite, a weather station that is within 1 mile of the site, or a weather reporting system that provides site specific rainfall data from radar summaries.
 - If discharge is observed during the inspection, the inspector must record and should photograph and describe the location of the discharge (i.e. color, odor, settled or suspended solids, oil sheen, and other obvious indicators of pollutants).
 - Documentation of amendments to the SWPPP proposed as a result of the inspection as required by the NPDES/SDS Construction Permit.
 - Inspections may be suspended where construction activity has been suspended due to frozen ground conditions. Inspections must resume within 24 hours of runoff occurring, or upon resuming construction, whichever comes first.
- Provide maintenance for all devices as follows:
 - Silt fences and erosion control devices at storm sewer inlets shall be inspected for depth of sediment, tears, to see if fabric is securely attached to support posts or structure, and to see that posts and devices are securely in place.
 - Silt fence, inlet protection at storm sewer inlets, and other erosion control devices shall be cleaned when sediment reaches 1/3 of the height of the erosion control device.
 - Rock construction entrances shall be inspected for clogging of rock. Rock that has become clogged with sediment shall be removed and replaced with clean rock.
 - Repairs or replacement of all erosion control devices shall occur within 24 hours of discovery.
 - Temporary sediment basins shall be cleaned when sediment reaches 1/2 of the outlet's height or 1/2 of the basins storage volume. The basin shall be drained and sediment removed within 72 hours.
 - Temporary diversion berms shall be inspected and any breaches shall be promptly repaired.
 - Tracked sediment from construction vehicles onto public streets and paved areas (including paved areas on the construction site) shall be removed within 24 hours of discovery.
 - The bottom and side slopes of the proposed stormwater treatment basins shall be stabilized within 200 feet of the property lines or point of discharge to any surface water, including curb and gutter, pavement, storm sewer, swales, or other similar stormwater conveyance devices.
 - Removal of all deltas and sediment deposited in surface waters and re-stabilization of exposed soils shall be accomplished within 7 days of discovery.

Pollution Prevention Management Measures:

- Storage, handling, and disposal of construction products, materials and wastes:
 - The Contractor shall comply with the following to minimize the exposure to stormwater (any of the products, materials, or wastes/products which are either not a source of contamination to stormwater or are designed to be exposed to stormwater are not held to this requirement):
 - Building products that have the potential to leach pollutants must be under cover (e.g. plastic sheeting or temporary roofs) to prevent the discharge of pollutants or be protected by a similarly effective means designed to prevent contact with stormwater.
 - Pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscape materials must be under cover (e.g. plastic sheeting or temporary roofs) to prevent the discharge of pollutants or protected by similarly effective means designed to prevent contact with stormwater.
 - Hazardous materials, toxic wastes (including oil, diesel fuel, gasoline, hydraulic fluids, paint solvents, petroleum-based products, wood preservatives, additives, curing compounds, and acids), must be properly stored in sealed containers to prevent spills, leaks, or other discharge.
 - Restricted access storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste or hazardous materials must be in compliance with Minn. R. ch. 7045 including secondary containment as applicable.
 - Solid wastes must be stored, collected, and disposed of properly in compliance with Minn. R. ch. 7035.
 - Portable toilets must be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. ch. 7041.
- Fueling and maintenance of equipment or vehicles; spill prevention and response:
 - The Contractor shall take reasonable steps to prevent the discharge of spilled or leaked chemicals, including fuel, from any areas where chemicals or fuel will be loaded or unloaded including the use of drip pans or absorbents unless infeasible.
 - The Contractor must conduct fueling in a contained area unless infeasible.
 - The Contractor must ensure adequate supplies are available at all times to clean up discharged materials and that an appropriate disposal method is available for recovered spilled materials.
 - The Contractor must report and clean up spills immediately as required by Minn. Stat. 115.061, using dry clean up measures where possible.
- Vehicle and equipment washing:
 - If the Contractor washes the exterior of vehicles or equipment on the project site, washing must be limited to a defined area of the site.
 - Runoff from the washing area must be contained in a sediment basin or other similarly effective controls and waste from the washing activity must be properly disposed of.
- The Contractor must properly use and store soaps, detergents, and solvents.
- No engine degreasing is allowed on site.
- Concrete and other washout waste:
 - The Contractor must provide effective containment for all liquid and solid wastes generated by washout operations (concrete, stucco, paint, form release oils, curing compounds, and other construction materials) related to the construction activity.
 - The liquid and solid waste must not contact the ground, and the containments must be designed so that it does not result in runoff from the washout operations or areas.
 - Liquid and solid wastes must be disposed of properly and in compliance with MPCA rules.
 - A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.

Dewatering and Basin Draining:

Dewatering or basin draining that may have turbid or sediment laden discharge water must be discharged to a temporary or permanent sedimentation basin on the project site whenever possible. Discharge from the temporary or permanent sedimentation basin must be visually checked to ensure adequate treatment is obtained in the basin and nuisance conditions, impacts to wetlands, and erosion in receiving channels or on down gradient properties will not result from the discharge. Adequate sedimentation control measures are required for discharge water that contains suspended solids. If using filters with backwash water, either haul the backwash water away for disposal and return the backwash water to the beginning of the treatment process, or incorporate the backwash water into the site in a manner that does not cause erosion.

Timing of BMP Installation:

The erosion and sediment control BMPs shall be installed as necessary to minimize erosion from disturbed surfaces and capture sediment on site and shall meet the NPDES/SDS Construction Permit part VII requirements. Perimeter controls shall be placed prior to the start of any construction. All disturbed areas not actively being worked must be stabilized within 14 days.

Storm Water Pollution Prevention Plan:

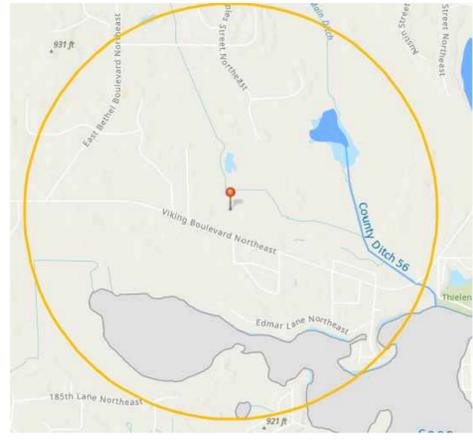
The Permittees must implement the entire SWPPP and the requirement of the NPDES/SDS Construction Permit. The BMPs identified in the SWPPP and in the permit must be selected, installed, and maintained in an appropriate and functional manner that is in accordance with manufacturer specifications and accepted engineering practices.

Temporary Sediment Basins:

The area disturbed for construction does not drain more than 5 acres to a common discharge point, therefore a temporary sediment basin is not required.

Future Operation and Maintenance (O&M):

Owner shall be responsible for performing future operations and maintenance of the permanent stormwater management systems on the property.



UNIVERSITY OF MINNESOTA
Nicholas P. Knutson
Design of Construction SWPPP (May 31 2025)

Project Description:

The work on the project includes constructing new buildings and driveways in East Bethel, MN. The project includes the construction of four new buildings, aggregate driveways, and culverts along the new driveways. The project is located at Viking Blvd NE, in Bethel, MN. The majority of the underlying soils on the property are in Hydrologic Soil Group "A" and have high infiltration rates when thoroughly wet.

Receiving Waters:

All existing stormwater is collected in small ponds with an overflow north to flow off site. All stormwater runoff from proposed impervious surfaces will maintain the existing flow with culverts leading the runoff to the small ponds with the overflow going north off site.

Responsible Parties:

The Owner and the Contractor are responsible co-permittees for the implementation of the SWPPP. The Contractor and Owner shall apply for the NPDES/SDS Construction Permit within 24 hours of award of Contract. The complete application must be submitted 30 days prior to start of construction activity. The Contractor is responsible for installation, inspection, maintenance, and repair of all erosion prevention and sediment control BMPs before, during, and after active construction. The Contractor shall amend the SWPPP before beginning construction to include the chain of responsibility of all operators on the site, or if not known, the title or position of the responsible party. The Contractor is responsible for identifying a trained person (as specified in the NPDES/SDS Construction Permit) knowledgeable and experienced in the application of erosion prevention and sediment control BMPs who will oversee the implementation of the SWPPP before and during construction until the construction project is complete, the entire site has undergone final stabilization, and a Notice of Termination(NOT)/Permit Modification form has been submitted to the MPCA. The Owner must identify who will be responsible for the long-term operation and maintenance of all permanent stormwater management systems. The Contractor is liable until final stabilization of all disturbed areas is achieved and the Notice of Termination (NOT)/Permit Modification form is submitted to the MPCA (as specified in the NPDES/SDS Construction Permit). Once the identity of Responsible Parties is known, the SWPPP must be amended to include this information in the area below.

Project Contacts:

Project Engineer Michael Gerber Design Tree Engineering & Land Surveying 120 17th Ave W. Alexandria, MN 56308 (320)-227-0204 mjg@dte-ls.com	Owner Mathew Chacich (651)-472-4509 matt@cuttingedgeplasma.com	Contractor TBD
--	--	--------------------------

SWPPP Amendments:

The Owner or Contractor must amend the SWPPP as necessary to include additional requirements, such as additional or modified BMPs that are designed to correct problems identified or address situations whenever:

- There is a change in design, construction, operation, maintenance, weather or seasonal conditions that has a significant effect on the discharge of pollutants to surface water or underground waters.
- Inspections or investigations by site owner or operators, USEPA or MPCA officials indicate the SWPPP is not effective in eliminating or significantly minimizing the discharge of pollutants to surface waters or underground waters or that the discharges are causing water quality standard exceedances.
- The SWPPP is not achieving the general objectives of minimizing pollutants in stormwater discharges associated with construction activity, or the SWPPP is not consistent with the terms and conditions of this permit.
- At any time after the permit coverage is effective, the MPCA deems necessary.

Construction Notes:

Construction shall be governed by the MnDOT Standard Specifications for Construction, latest edition, City of East Bethel's Specifications, special provisions, amendments, and the project specifications and details. Permits and maps relating to this project's SWPPP can be found in the Project Documents. The Contractor shall keep inspection and maintenance logs and NPDES/SDS Construction Permit on-site at all times during active construction. Please refer to the plans and specifications for additional SWPPP information.

Soil Compaction should be minimized and topsoil should be preserved whenever and wherever possible during construction

All soil stockpiling shall include sediment control devices and shall be placed in areas away from surface waters or natural buffers.

Special Waters, Impaired Waters, & TMDL Implementation Plans:

The site is not located within 1 mile of a special water or an impaired water as identified by the MPCA. All disturbed areas not actively being worked must be stabilized within 14 days. The Owner is responsible for the long term maintenance of all stormwater treatment facilities and private storm sewer systems. Inlet protection, silt fence, final stabilization, and other BMPs must be implemented prior to allowing any water runoff from being discharged off-site.

Calculations:

Disturbed Area	2.69 AC
Pre-Construction Impervious Area	0.00 AC
Post-Construction Impervious Area	0.80 AC

Sequence of Construction:

The Contractor shall verify that all applicable permits have been obtained and the NPDES/SDS Construction Permit has been submitted to the MPCA prior to the start of construction.

- The Contractor must plan for and implement appropriate construction phasing, vegetated buffer strips, horizontal slope grading, and other construction practices that minimize erosion. The location of areas not to be disturbed are shown on the plans.
- The Contractor shall be responsible for full implementation and maintenance required by the SWPPP until the Notice of Termination (NOT) is approved by the MPCA.
- The Contractor shall construct erosion and sediment control BMPs in the following construction sequence:
 - Install rock construction entrances where indicated in the plans.
 - Install silt fence and inlet protection where indicated in the plans.
 - Install silt fence around proposed infiltration and bioretention BMPs to protect soils from compaction.
 - Locate portable toilets on flat surfaces away from drainage paths. Position portable toilets so they are secure and will not tip or be knocked over.
 - Construct concrete washout area and provide signage.
 - Establish waste control areas.
 - Construct diversions to sediment basins.
 - Rough grade site.
 - Leave disturbed area of site in a roughened condition to limit erosion. Temporarily stabilize areas that will be inactive for a period of 14 days.
 - Install storm drainage system and place inlet protection as each inlet is installed. Energy dissipation devices shall be installed and functional within 24 hours of connecting pip outlets to surface waters.
 - Protect and repair BMPs, as necessary.
 - Perform street sweeping as needed.
 - Temporarily stabilize areas not actively being worked.
 - Site construction (Utilities, paving, buildings, etc...)
 - Final grading.
 - Final stabilization (seeding, planting). Stabilized soil with the seed mix indicated on the plans.
 - Remove temporary sediment basins when permanent cover has reduced the acreage of disturbed soil to less than five (5) acres draining to a common location.
 - Construct stormwater infiltration basins and bioretention basins only when contributing drainage area has been constructed and fully stabilized.
 - Remove erosion control devices upon site establishment in accordance with the NPDES/SDS Notice of Termination (NOT) requirements.

Final Stabilization:

Final stabilization is not met until all of the following are completed:

- Stabilization by uniform perennial vegetative cover (70% density of it's expected final growth). The seed mix indicated on the plan or sod shall be used for final stabilization.
- Permanent stormwater management system is constructed, meets all requirements, and is operational.
- Drainage ditches are fully stabilized.
- All temporary synthetic and structural BMPs are removed.

CONTACTS		
AGENCY	NAME	PHONE NUMBER
Anoka County	Administrator	763-576-2700
DNR Waters	Janel Miersch	(218) 739-7576 ext. 232
ACOE	St. Paul Office	(651) 290-5375
State Duty Officer	MPCA	(800) 422-0798
SWPPP Designer	Nicholas Knutson	(320) 460-7104
Erosion Control Review	Michael Gerber, PE	(320) 227-0204
Erosion Control Supervisor	TBD	

LOCATION OF SWPPP REQUIREMENTS		
DESCRIPTION	TITLE	SHEET # OR SPECIFICATION SECTION
Receiving Surface Water	NA	C101
Final Stabilization	Erosion Control Plan	C201
Drainage Plans	Site Grading & Utility Plan	C101
Drainage Details	Details	C301
Erosion Control Sheets	Erosion Control Plan	C201
Erosion Control Details	Details	C301
Erosion & Sediment Control Quantities	Erosion Control Plan	C201

PRELIMINARY PLAT

~of~ **BLANCO DE COLA PRADERA
EAST BETHEL, MN**

~for~ **MATTHEW CHACICH**

VICINITY MAP

PART OF SEC. 26, TWP. 33, RNG. 23



ANOKA COUNTY, MINNESOTA
(NO SCALE)

PROPERTY DESCRIPTION

(PER TRUSTEE'S DEED, DOCUMENT NO. 2406806.003)

That part of the Northwest Quarter of the Southwest Quarter of Section 26, Township 33, Range 23, Anoka County, Minnesota, lying northerly of the centerline of County State Aid Highway No. 22; except the east 392.57 feet, as measured at right angles to the east line thereof.

AND

The Southwest Quarter of the Northwest Quarter of Section 26, Township 33, Range 23, Anoka County, Minnesota.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 6/11/2024 and 6/26/2024.
- Bearings shown are on Anoka County datum.
- Parcel ID Numbers: 26-33-23-02-0012 and 26-33-23-02-0011.
- Total parcel area = 2,697,171 sq. ft. (61.92 acres).
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Wetland delineation by Anderson Engineering in June 2024.
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain), according to Flood Insurance Rate Map Community No. 270021 Panel No. 0210 Suffix E by the Federal Emergency Management Agency, effective date December 16, 2015.
- Soil borings completed by Ark Septic, LLC.
- Buildable area is contiguous land area occurring within the property lines of a parcel or lot excluding drainageways, wetlands, watercourses and ponding areas, park land, right-of-way, and slopes exceeding 18 percent.

LEGEND

- DENOTES ANOKA COUNTY CAST IRON MONUMENT
- DENOTES 1/2 INCH IRON OPEN PIPE FOUND, UNLESS NOTED
- DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING CONTOURS
- DENOTES POWER POLE AND OVERHEAD WIRES
- DENOTES GUY WIRE
- DENOTES FIBER OPTIC BOX
- DENOTES TELEPHONE PEDESTAL
- DENOTES EDGE OF WETLAND DELINEATION
- DENOTES SIGN
- DENOTES SOIL BORING. (BY ARK SEPTIC, LLC.)
- DENOTES TREE LINE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)
- DENOTES BUILDING SETBACK LINE
- DENOTES 15 FOOT WIDE WETLAND BUFFER
- DENOTES WETLAND BUFFER SIGN

ZONING INFORMATION

PER CITY OF EAST BETHEL ZONING MAP DATED MAY 22, 2023 THE PARCEL IS CURRENTLY ZONED RR (RURAL RESIDENTIAL) AND SUBJECT TO THE FOLLOWING STANDARDS:

MINIMUM LOT AREA = 2 ACRES, WITH A DENSITY NOT TO EXCEED 1 UNIT PER 2.5 ACRES
MINIMUM LOT WIDTH = 200 FEET A PUBLIC RIGHT OF WAY, 200 FEET AT FRONT
BUILDING SETBACK
MINIMUM BUILDABLE AREA = 23,000 SQ. FT.

SETBACKS:
PRINCIPAL AND ACCESSORY STRUCTURES
FRONT = 100 FEET COUNTY/STATE RIGHT OF WAY
SIDE = 25 FEET
REAR = 25 FEET
WETLAND = 25 FEET
WETLAND BUFFER = 15 FEET

MAXIMUM BUILDING HEIGHT (PRINCIPAL) = 3 STORIES OR 30 FEET, WHICHEVER IS LESS

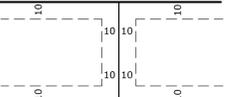
DEVELOPMENT DATA

PROPOSED NUMBER OF LOTS = 3
TOTAL PROPERTY AREA = 61.92 ACRES
RIGHT OF WAY DEDICATION = 1.39 ACRES
AVERAGE LOT SIZE = 20.18 ACRES

WETLAND BUFFER NOTE

DISTURBED/BARE BUFFER AREAS TO BE SEEDED WITH MNDOT SOUTHERN SHORTGRASS ROADSIDE (SSR) SEED MIX OR EQUIVALENT.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

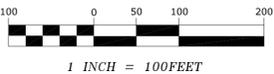


BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

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

JASON E. RUD
Date: 4/15/2025 License No. 41578

GRAPHIC SCALE



1 INCH = 100 FEET

BENCHMARK

MNDOT GEODETIC STATION NO. 769
STATION NAME: DENN MNDT
ELEVATION = 899.19 (NAVD 88 DATUM)

NO.	DATE	DESCRIPTION	BY
4	1/30/25	CITY COMMENTS	BAB
5	3/28/25	CITY COMMENTS	BAB
5	4/15/25	CITY COMMENTS	BAB

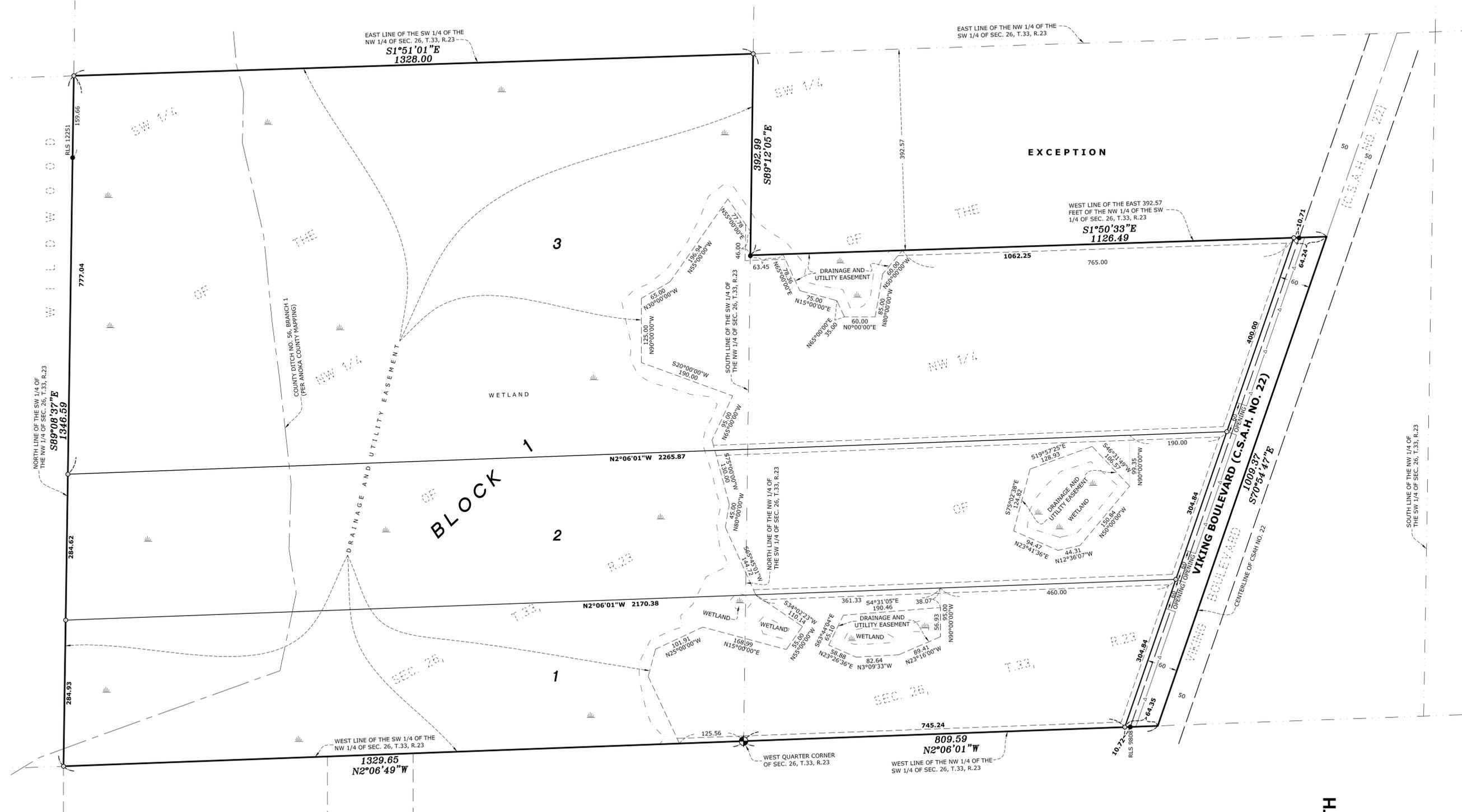
E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

PRELIMINARY COPY

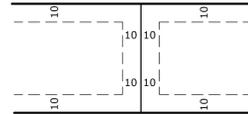
LAST SAVED BY: BBYER on Friday, March 28, 2025 at 2:13:54 PM
LOCATION: C:\USERS\BBYER\EGRUD\DESKTOP\REMOTE JOBS\240630 CHACICH
FILENAME: 240630 - (FINAL PLAT).DWG
FILESIZE: 6.30MB

BLANCO DE COLA PRADERA

City of East Bethel
County of Anoka
SEC. 26, TWP. 33, RNG. 23



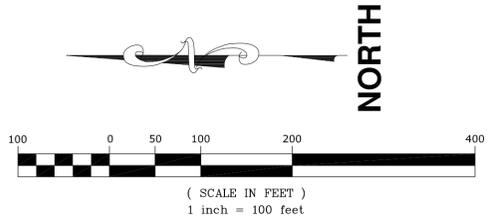
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
(NOT TO SCALE)



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

- ◆ DENOTES ANOKA COUNTY CAST IRON MONUMENT
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE SET, MARKED BY RLS NO. 41578
- DENOTES FOUND 1/2 INCH IRON PIPE AS LABELED, UNLESS OTHERWISE NOTED
- DENOTES EDGE OF WETLAND AS DELINEATED BY ANDERSON ENGINEERING IN JUNE OF 2024.
- △ DENOTES RIGHT OF ACCESS DEDICATED TO THE COUNTY OF ANOKA.

FOR THE PURPOSES OF THIS PLAT THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 33, RANGE 23 IS ASSUMED TO HAVE A BEARING OF NORTH 02 DEGREES 06 MINUTES 01 SECOND WEST.



E. G. RUD & SONS, INC.
EST. 1977 Professional Land Surveyors