

**City of East Bethel
City Council Agenda
City Council Regular Meeting
Date: July 14, 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. IUP 2021-74 Hearing: 22359 Bataan St NE, Home Occupation (p. 3-11)

5.0 Public Forum

6.0 Consent Agenda (p. 12-13)

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. 14-29)
B. Minutes: June 23, 2025 City Council work meeting (p. 30-33)
C. Minutes: June 23, 2025 City Council meeting (p. 34-38)
D. Position Description Update – Public Works Lead Positions (p. 39-42)
E. Purchase of Playground Equipment - Booster Park (p. 43-44)
F. Purchase of Truck Liftgate (p. 45-49)
G. Res. 2025-40, IUP Renewal: FFL Home Occupation, 23026 3rd St NE (p. 50-58)
H. Res. 2025-41, Approving Application for Raffle Permit (p. 59)

7.0 New Business - Commission, Association and Task Force Reports

- A. Planning Commission
1. Variance: Elevage Commercial LLC, Outlot A – Elevage EB Second Add. (p. 60-76)
2. Variance: Tom Babineau, 239 Aspen Road NE (p. 77-87)
3. Zoning Text Amendment: Barndominiums (p. 88-111)
B. Economic Development Authority
C. Park Commission

8.0 Department Reports

- A. Community Development
B. Engineer
C. City Attorney
D. Finance

- E. Public Works
 - 1. Emergency Back-Up Generator & Transfer Switch for Wells #1 & #2 (p. 112-122)
- F. Fire Department
 - 1. Fire Station Flooring Project (p. 123-165)
- G. City Administrator
 - 1. Intern Hire for Digital Imaging Project (p. 166)

9.0 Other

- A. Staff Report
- B. Council Reports

10.0 Adjourn

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



Date: July 14, 2025

Agenda Item Number: 8.0 G.1

Agenda Item: Public Hearing on IUP 2021-74, dba Gratitude Farms

Background Information:

City Council was asked to postpone the hearing on possible violations to IUP 2021-74 issued at 22359 Bataan Street NE (PIN 03-33-23-31-0004, 03-33-23-31-0003), granting an interim use permit for animal contractual service home occupation, DBA Gratitude Farms. An official complaint was filed by the Sheriffs office, detailing obstruction of legal process concerning two dogs that were taken by Linwood’s Animal control contractor, Gratitude Farms. Upon review of the IUP conditions, two conditions may have been violated. Under Condition #5, “the Cities designated inspector and all other personnel under the direction and control of the City whom the inspector believes necessary must be allowed access for inspection purposes 12 hours’ notice to ensure compliance with all applicable conditions. It was reported the from January 30th to February 4th a sheriff’s investigator attempted to inspect the animals and was denied, resulting in a warrant issued on February 6th and served on the 7th.

Under Condition #9, “All dogs must be confined to the premises”. Upon a search of the residence on February 7th, the dogs were not on the premises and had been removed and kept somewhere else. The applicant refused to disclose where the dogs were held. The importance of confining the dogs to the premises is due to the fact that Gratitude Farms is a licensed facility with the Minnesota Board of Animal Health and undergoes regular inspections of safety, cleanliness and suitable conditions to maintain conditions that meet their licensing requirements. Relocating animals does not guarantee suitable conditions.

Recommendation: Council should review the alleged violations of the IUP and determine the next course of action. If violations to the conditions of the IUP exist/existed, option range from warnings to fines or possible revocation of the IUP.

Attachments:

1. Official court summons and complaint
2. Copy of IUP 2021-74

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

State of Minnesota
County of Anoka

District Court
10th Judicial District

Prosecutor File No.
Court File No.

CR-2025-2285
02-CR-25-1437

State of Minnesota,
Plaintiff,

COMPLAINT
Summons

vs.

TAMMY ANN GIMPL DOB: [REDACTED]
22359 Bataan Street NE
East Bethel, MN 55011
Defendant.

The Complainant submits this complaint to the Court and states that there is probable cause to believe Defendant committed the following offense(s):

COUNT I

Charge: Theft-Take/Use/Transfer Movable Prop-No Consent

Minnesota Statute: 609.52.2(a)(1), with reference to: 609.52.3(4)

Maximum Sentence: 364 Days in Jail and/or \$3,000 Fine

Offense Level: Gross Misdemeanor

Offense Date (on or about): 01/29/2025 to 02/10/2025

Control #(ICR#): 25035064

Charge Description: That at the time and place above-alleged, the above-named Defendant did intentionally and without claim of right take, use, transfer, conceal or retain possession of moveable property, belonging to another, without the consent of the owner and with intent to permanently deprive the owner of possession of the property, and the value of said property was more than \$500

COUNT II

Charge: Obstruct Legal Process-Lawful Execution Legal Process

Minnesota Statute: 609.50.1(1), with reference to: 609.50.2(3)

Maximum Sentence: 90 Days in Jail and/or \$1,000 Fine

Offense Level: Misdemeanor

Offense Date (on or about): 01/29/2025 to 02/10/2025

Control #(ICR#): 25035064

Charge Description: That at the time and place above-alleged, the above-named Defendant did intentionally obstruct, resist, or interfere with a peace officer who was engaged in the performance of official duties

STATEMENT OF PROBABLE CAUSE

On January 26, 2025, deputies of the Anoka County Sheriff's Office responded to a call reporting a medical situation at a residence in the Township of Linwood. Upon arrival, first responders were able to remove the homeowner through a hole between large piles of clutter. The resident was transported to the hospital for further evaluation. Several animals were located inside of the home, including a bird, multiple cats, and three Italian Greyhound dogs. The home was deemed to be uninhabitable, and the animals appeared in very poor condition. The animals were removed and the home was boarded up. The bird and cats were transported by Linwood Fire Department to the Animal Humane Society (AHS). The three Greyhound dogs were collected by Linwood Township Animal Control, TAMMY ANN GIMPL (DOB: [REDACTED]), "Defendant" herein. Defendant provides animal control services on a contractual basis. She also operates Gratitude Farms out of her residence, located on the 22300 block of Bataan Street Northeast, in the City of East Bethel, County of Anoka, State of Minnesota.

The animal abuse/neglect case was referred to AHS Investigative Agents for further investigation. AHS Investigator Pudas contacted Defendant the same day the dogs were seized and requested photographs of the dogs that animal control had taken in. Defendant refused to provide the investigator with photographs of the animals, refused to turn the dogs over to AHS, and would not provide the AHS investigator with any information about the animals. On January 30, 2025, AHS Investigations Manager Hagen contacted Defendant by phone and Defendant indicated that she could not talk at that time, so Hagen offered to call back the following day. When Hagen called Defendant back on January 31, 2025, Defendant did not answer the call. Hagen left a voicemail message, but did not receive a return phone call. As a result, AHS was not able to pursue an investigation into animal maltreatment by the dogs' owner. Anoka County Sheriff's Office then opened their own criminal investigation into the suspected animal maltreatment.

On January 31, 2025, Deputy Merritt contacted Defendant by telephone. Defendant indicated that she knew where the dogs were. The deputy explained that he was investigating a criminal case involving the animals and their owner. Defendant told the deputy that she had taken the dogs to two veterinarians and one of the dogs had been euthanized at an urgent care clinic. Defendant agreed to send the Deputy the veterinarian records and photographs of the dogs. On February 1, 2025, Deputy Merritt received text messages containing photographs of the dogs and some veterinarian record information. The two remaining dogs were described to be underweight, with one dog having no teeth and the other dog having only two teeth. The dog that was euthanized was described as extremely underweight. The dog who had been euthanized had also been cremated, so a necropsy could not be performed and evidence related to that dog's condition had been lost as a result.

On February 3, 2025, Deputy Merritt spoke to Defendant who said that the dogs were currently at an animal rescue in the care of a foster person. Defendant refused to tell the deputy where the dogs were or who they were with. The deputy explained to Defendant that he was investigating an animal abuse/neglect case and that the location of the dogs was important to his criminal investigation. Defendant refused to provide the deputy with the dogs' location(s).

On February 4, 2025, Deputy Merritt spoke to Defendant again and explained that he was investigating an animal abuse/neglect case related to the dogs for potential prosecution for a violation of Minnesota Statute Section 343.21 by their owner. The deputy again requested the location of the two remaining dogs so that they could be fully evaluated by trained professionals from AHS so that their conditions could be fully documented for evidentiary purposes. Defendant indicated she did not have that information readily available, but agreed to text it to the deputy. Approximately 25 minutes later, the deputy texted Defendant asking for the contact information for the animal rescue. Defendant responded to the deputy stating in part

"I just spoke with her and she is not comfortable with speaking to you and/or you knowing where she lives. Why do you need to know where they are? The pictures and vet records should be enough to charge [their owner], if you need anything more with the dogs themselves you can go through me. I'm not trying to be difficult, but at this point I have some trust issues with AHS and you dept." Deputy Merritt consulted with an Assistant Anoka County Attorney regarding what evidence would be needed to successfully prosecute the dogs' owner for a violation of Minnesota Statute Section 343.21. It was determined that the dogs were necessary evidence and that they would need to be retrieved to further the criminal investigation.

On February 6, 2025, Deputy Merritt was granted a warrant to search Gratitude Farms and any electronic devices therein for the dogs and for any business records pertaining to the dogs' condition(s) and/or their location(s). Anoka County Sheriff's Office deputies served the search warrant on Defendant at her home. Defendant cooperated with turning over her cell phone and laptop computer. Deputies searched the property and were not able to locate the dogs. Defendant would still not tell deputies where the dogs were located. Seized animals are governed by Minnesota Statute Section 346.47, subdivision 2, which states that all animals seized by public authority must be held in an establishment for redemption by the owner for at least five regular business days of the establishment or for a longer time specified by municipal ordinance. Establishments must maintain records of the animals in custody, and preserve the records for at least six months, including a record of the name and address of the person to whom any animal three months of age or over was transferred. The records must be maintained in a form permitting easy perusal by the public. A person may view the records and animals in custody at any time during which the establishment is open to the public.

A search warrant was obtained for a forensic examination of Defendant's cell phone and laptop. Text messages and social media messages were recovered from Defendant's cell phone for communications made between January 26, 2025, and February 6, 2025. An Anoka County Community Service Officer (CSO) received a call from a concerned citizen with knowledge of the dogs' location. The caller informed the CSO that she had seen posts on the Gratitude Farms Facebook page and knew the dogs to have been picked up from Defendant's residence by an individual identified to be T.P. Deputy Merritt reviewed the Facebook posts and observed that T.P. had posted photographs of both dogs lying in a bed and commented on how both dogs were doing. Further review of Defendant's phone records showed text communications between Defendant and T.P. arranging for T.P. to pick up both dogs from Defendant on January 29, 2025 at 2:35 PM.

On February 7, 2025, Deputy Merritt obtained a warrant for a search of T.P.'s residence in the city of St. Paul. T.P. was served with the warrant and deputies conducted a search of her home. The dogs were not located at the residence. T.P. advised deputies that she had received a phone call from Defendant the preceding day. After deputies had searched Gratitude Farms, Defendant contacted T.P. and told T.P. that the dogs needed to be moved to a different location. T.P. indicated that she did not know where the dogs had been moved to, but mentioned the Italian Greyhound Rescue group.

Deputies reviewed the Italian Greyhound Rescue group Facebook page and saw a post on February 6, 2025, by P.D.N. The post stated "the boys have an appointment on Monday to get x-rays next. And to check their weight again, At www.centuryanimalclinic.com/." On February 7, 2025, Deputy Merritt was granted a search warrant for Century Animal Clinic. Deputies served the warrant on staff at the animal clinic. Staff provided deputies with veterinary records regarding the dogs from a visit on January 29, 2025, but informed the deputies that there was no longer an appointment for the dogs that day and that it had been canceled on February 7, 2025.

Upon further review of Defendant's communications, Deputy Merritt located messages in which Defendant stated in relevant part:

- On January 30, 2025: "I won't event tell them where they are...no way they will get them back. Wise would

never agree to that either."

- On January 31, 2025: "Good morning. I meant to text you last night Anyone who knows me well...ask that Michelle. It will literally be over by dead body that I give up where the boys are... and even if known, they can come back here if you feel unsafe. They have no jurisdiction now, they were legally surrendered."

- In a Facebook message, Defendant told the recipient "O she's not getting them back, anyone who knows anything about me knows I'd go to jail before than".

On February 10, 2025, Deputy Merritt spoke with the dogs' owner. Their owner stated that she did not give Defendant permission to keep the dogs or to give the dogs away to anyone. She stated she had intentions of reclaiming the dogs and had contacted Defendant numerous times but had been ignored.

The total value of the purchase or adoption fees for two Italian Greyhound dogs is estimated to be over \$500.

SIGNATURES AND APPROVALS

Complainant requests that Defendant, subject to bail or conditions of release, be:
(1) arrested or that other lawful steps be taken to obtain Defendant's appearance in court; or
(2) detained, if already in custody, pending further proceedings; and that said Defendant otherwise be dealt with according to law.

Complainant declares under penalty of perjury that everything stated in this document is true and correct. Minn. Stat. § 358.116; Minn. R. Crim. P. 2.01, subds. 1, 2.

Complainant

Sean Merritt
Investigator
13301 Hanson Boulevard NW
Andover, MN 55304
Badge: 199

Electronically Signed:
03/12/2025 07:54 AM
Anoka County, Minnesota

Being authorized to prosecute the offenses charged, I approve this complaint.

Prosecuting Attorney

K. Alexis McKim
1809 Northwestern Ave
Stillwater, MN 55082
(651) 351-2138

Electronically Signed:
03/11/2025 08:07 AM

FINDING OF PROBABLE CAUSE

From the above sworn facts, and any supporting affidavits or supplemental sworn testimony, I, the Issuing Officer, have determined that probable cause exists to support, subject to bail or conditions of release where applicable, Defendant's arrest or other lawful steps be taken to obtain Defendant's appearance in court, or Defendant's detention, if already in custody, pending further proceedings. Defendant is therefore charged with the above-stated offense(s).

SUMMONS

THEREFORE YOU, THE DEFENDANT, ARE SUMMONED to appear as directed in the Notice of Hearing before the above-named court to answer this complaint.

IF YOU FAIL TO APPEAR in response to this SUMMONS, a WARRANT FOR YOUR ARREST shall be issued.

WARRANT

To the Sheriff of the above-named county; or other person authorized to execute this warrant: I order, in the name of the State of Minnesota, that the Defendant be apprehended and arrested without delay and brought promptly before the court (if in session), and if not, before a Judge or Judicial Officer of such court without unnecessary delay, and in any event not later than 36 hours after the arrest or as soon as such Judge or Judicial Officer is available to be dealt with according to law.

Execute in MN Only

Execute Nationwide

Execute in Border States

ORDER OF DETENTION

Since the Defendant is already in custody, I order, subject to bail or conditions of release, that the Defendant continue to be detained pending further proceedings.

Bail: \$
Conditions of Release:

This complaint, duly subscribed and sworn to or signed under penalty of perjury, is issued by the undersigned Judicial Officer as of the following date: March 12, 2025.

Judicial Officer

Suzanne Brown

Electronically Signed: 03/12/2025 09:27 AM

Sworn testimony has been given before the Judicial Officer by the following witnesses:

**COUNTY OF ANOKA
STATE OF MINNESOTA**

State of Minnesota

Plaintiff

vs.

Tammy Ann Gimpl

Defendant

LAW ENFORCEMENT OFFICER RETURN OF SERVICE
*I hereby Certify and Return that I have served a copy of this
Summons upon the Defendant herein named.*

Signature of Authorized Service Agent:

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

RESOLUTION NO. 2021-74

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

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

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

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

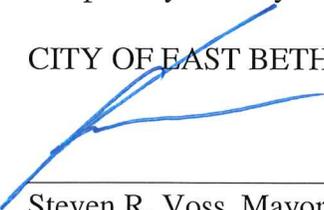
WHEREAS, the City of East Bethel has received no valid code compliance complaints pertaining to existing interim use permits on this property and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the interim use permit to allow for the operation of an animal contractual service home occupation on property located at 22359 Bataan St NE with the following conditions:

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

Adopted by the City Council of the City of East Bethel on this 11th day of October, 2021.

CITY OF EAST BETHEL



Steven R. Voss, Mayor

ATTEST:



Jack Davis, City Administrator



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



Date: July 14, 2025

Agenda Item Number: Item 6.0 A-H

Requested Action: Consider approving the Consent Agenda as presented

Background Information:

Item A - Approve Bills

Item B – Minutes: June 23, 2025 City Council work meeting

Minutes from the June 23, 2025 City Council work meeting are attached for your review.

Item C – Minutes: June 23, 2025 City Council meeting

Minutes from the June 23, 2025 City Council meeting are attached for your review.

Item D – Position Description Update – Public Works Lead Positions

At the June 9th City Council Meeting the 2026-2028 MN Public Employees Association Labor Agreement was approved. In the agreement, the Public Works Lead Positions changed from Grade 6 to Grade 7 in the City's payroll matrix starting 1/1/26. The attached position descriptions update this change along with the additional duties associated with each position.

Item E – Purchase of Playground Equipment – Booster Park

The 2025-2030 Parks Capital Improvement Plan includes funding up to \$25,000 for the addition of a zipline like playground structure for Booster Park. The structure was originally planned for 2026, but staff is recommending purchasing and installing the structure this year. The major park/trail project originally planned for 2025, the Bataan trail segment from 222nd LN to 225th LN, has an engineer's estimate that is significantly higher than what was budgeted and will require putting it on hold to look for additional funding sources. Because of this, the Public Works Staff will have time and funding to tackle some of the other planned projects for our park system. This will also help avoid any year-to-year price increases.

Staff have looked at various products from multiple manufactures and has found the Burke Zipventure product from St Croix Recreation to be the most well liked and cost-effective option for Booster Park. The product is on State Contract with a delivered price of \$19,258. Funding for the purchase of the equipment is provided for in the Park Capital Improvement Plan. Installation of the product will be handled by the Public Works Department.

Item F - Purchase of Truck Lift Gate

The City of East Bethel's Safety Committee along with the City's safety consulting firm have recommended for a number of years the purchase of a powered pickup truck tailgate lift to lift heavy items into the bed of the truck. This piece of equipment will reduce the likelihood of lifting related injuries and reduce the number of personnel needed on certain calls. The lift gate can be moved to different vehicles as they are replaced.

Staff have researched options for lift gates on the cooperative purchasing ventures and recommend the Lift Gate Maxon from Towmaster Equipment. The installed price is \$5,593 and funding for this purchase is provided for in the Equipment Replacement Fund.

Item G - Res. 2025-40, IUP Renewal: Michael Kline, FFL Home Occupation, 23026 3rd St. NE

In July 2019, the City Council approved a home occupation IUP for the sale of firearms at 23026 3rd St. NE. This home occupation is operated by Michael Kline DBA The Sporting Innovators Inc. This IUP was renewed most recently at the June 27, 2022 City Council meeting. The 2019 and 2022 IUP approval documents are exhibited. A current copy of the applicant’s FFL has been provided. The applicant is currently seeking renewal of his FLL from the Bureau of Alcohol, Tobacco, Firearms, and Explosives and will provide updated documentation to City staff upon issuance; IUP renewal is needed for him to renew his FFL. City staff has not received any complaints or noted any issues regarding the current IUP for this property. Therefore, staff recommends approval of this IUP renewal.

Item H – Res. 2025-41, Approving Application for Raffle Permit

Approval of this resolution and application allows no waiting period for an exempt permit for TVF MN, a nonprofit organization, to hold a raffle on Wednesday, December 31, 2025, at Plow World Power Equipment.

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
July 14, 2025
Payment Summary

Payments for Council Approval						
Bills to be approved for payment						\$490,762.35
Electronic Payroll Payments						\$39,699.23
Payroll City Staff - July 3, 2025						\$50,214.94
Total to be Approved for Payment						\$580,698.60
Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Bldgs/Facilities Repair/Maint		Wright-Hennepin Coop Electric	615	49851	\$44.90
Arena Operations	Dues and Subscriptions	1813	FINNLYTECH INC	615	49851	\$2,886.00
Arena Operations	Refuse Removal	12035737T067	Ace Solid Waste, Inc.	615	49851	\$312.49
Building Capital Projects	Bldgs/Facilities Repair/Maint	1632313	Wright-Hennepin Coop Electric	401	40100	\$200.00
Building Capital Projects	Bldgs/Facilities Repair/Maint	1633222	Wright-Hennepin Coop Electric	401	40100	\$1,538.30
Building Capital Projects	Bldgs/Facilities Repair/Maint	1636397	Wright-Hennepin Coop Electric	401	40100	\$46.40
Building Inspection	Information Systems	2828	Metro-Inet	101	42410	\$1,135.61
Building Inspection	Motor Fuels	26645971	Mansfield Oil Company	101	42410	\$431.11
Building Inspection	State Surcharges	JUNE0030512025	MN Dept Labor & Industry	101		\$2,928.90
Building Inspection	State Surcharges	JUNE0030512025	MN Dept Labor & Industry	101		(\$117.16)
Building Inspection	Telephone	07 2025-1	T MOBILE	101	42410	\$34.34
Building Inspection	Telephone	07 2025-2	T MOBILE	101	42410	\$7.55
City Administration	Conferences/Meetings	431327	League of MN Cities	101	41320	\$65.00
City Administration	Conferences/Meetings	07 2025	LOOK, MATT	101	41320	\$524.84
City Administration	Information Systems	2828	Metro-Inet	101	41320	\$1,254.74
City Administration	Legal Notices	972587	STAR	101	41320	\$8.38
City Administration	Office Equipment Rental	559036983	US Bank Equipment Finance	101	41320	\$438.81
City Administration	Postage/Delivery	07 2025	Pitney Bowes Bank Inc	101	41320	\$1,500.00
City Administration	Professional Services Fees	30662	TimeSaver Off Site Secretarial	101	41320	\$212.50
City Administration	Professional Services Fees	30663	TimeSaver Off Site Secretarial	101	41320	\$253.00
City Administration	Professional Services Fees	30664	TimeSaver Off Site Secretarial	101	41320	\$172.00
Civic Events	Professional Services Fees	1317	Minnesota Pyrotechnics, LLC	101	45311	\$6,500.00
Finance	Information Systems	2828	Metro-Inet	101	41520	\$1,135.61
Finance	Sales Tax Remittance	06 2025	Minnesota Revenue	101		\$278.00
Fire Department	Bldg/Facility Repair Supplies	10006041	Plunkett's Pest Control	101	42210	\$298.48
Fire Department	Bldgs/Facilities Repair/Maint	605298577	Air Mechanical	101	42210	\$443.00
Fire Department	Bldgs/Facilities Repair/Maint	0a611968	TreviPay	101	42210	\$699.99
Fire Department	Bldgs/Facilities Repair/Maint	35032264160	Wright-Hennepin Coop Electric	101	42210	\$27.50
Fire Department	Bldgs/Facilities Repair/Maint	35032264160	Wright-Hennepin Coop Electric	101	42210	\$5.50
Fire Department	Cleaning Supplies	IN4873826	Innovative Office Solutions	101	42210	\$462.79
Fire Department	Clothing & Personal Equipment	356143	Aspen Mills, Inc.	101	42210	\$82.85
Fire Department	Clothing & Personal Equipment	2025-5125	Eagle Engraving	101	42210	\$28.55
Fire Department	Clothing & Personal Equipment	21556	FES, Inc.	101	42210	\$48.02
Fire Department	Clothing & Personal Equipment	21557	FES, Inc.	101	42210	\$274.98
Fire Department	Conferences/Meetings	2991	Customized Fire Rescue Trng	101	42210	\$900.00
Fire Department	Conferences/Meetings	3041	Customized Fire Rescue Trng	101	42210	\$1,500.00
Fire Department	Dues and Subscriptions	2025	NFPA	101	42210	\$225.00
Fire Department	Information Systems	2828	Metro-Inet	101	42210	\$2,548.41
Fire Department	Motor Fuels	26645971	Mansfield Oil Company	101	42210	\$685.84
Fire Department	Motor Fuels	26657651	Mansfield Oil Company	101	42210	\$285.77
Fire Department	Motor Vehicles Parts	23758	Cedar Creek Automotive, Inc.	101	42210	\$330.54
Fire Department	Motor Vehicles Parts	159-140469	FACTORY MOTOR PARTS	101	42210	\$142.26
Fire Department	Refuse Removal	12035737T067	Ace Solid Waste, Inc.	101	42210	\$41.62
Fire Department	Refuse Removal	12035737T067	Ace Solid Waste, Inc.	101	42210	\$100.80
Fire Department	Repairs/Maint Machinery/Equip	01P133119	ASTLEFORD INTL MINNEAPOLIS	101	42210	\$87.80
Fire Department	Repairs/Maint Machinery/Equip	13371	Kirvida Fire, Inc.	101	42210	\$157.70
Fire Department	Repairs/Maint Machinery/Equip	343638	S & S Industrial Supply	101	42210	\$18.97
Fire Department	Small Tools and Minor Equip	10822039070	Dell Marketing L.P.	101	42210	\$1,488.84



City of East Bethel
July 14, 2025
Payment Summary

Fire Department	Telephone	13299700114817	Midcontinent Communications	101	42210	\$20.25
Fire Department	Telephone	13864340214795	Midcontinent Communications	101	42210	\$96.14
Fire Department	Telephone	07 2025-1	T MOBILE	101	42210	\$68.68
Fire Department	Telephone	6116327683	Verizon	101	42210	\$560.14
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	9557655348	Grainger	101	41940	\$101.11
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	35730	Menards Cambridge	101	41940	\$87.97
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	10006041	Plunkett's Pest Control	101	41940	\$84.50
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	57911	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint		Wright-Hennepin Coop Electric	101	41940	\$11.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	35032264160	Wright-Hennepin Coop Electric	101	41940	\$22.00
General Govt Buildings/Plant	Park/Landscaping Materials	030105	Hoffman Bros. Sod, Inc	101	41940	\$35.00
General Govt Buildings/Plant	Refuse Removal	12035737T067	Ace Solid Waste, Inc.	101	41940	\$102.80
Legal	Legal Fees	06 2025	Eckberg, Lammers, P.C.	101	41610	\$10,726.17
Mayor/City Council	Conferences/Meetings	07 2025	Brian Mundle	101	41110	\$340.84
Mayor/City Council	Conferences/Meetings	07 2025	Jim Smith	101	41110	\$361.06
Mayor/City Council	Conferences/Meetings	07 2025	Suzanne Erkel	101	41110	\$366.06
Mayor/City Council	Dues and Subscriptions	2025	Mediation & Restorative Svcs	101	41110	\$2,407.60
Mayor/City Council	Travel Expenses	07 2025	Brian Mundle	101	41110	\$182.00
Mayor/City Council	Travel Expenses	07 2025	Suzanne Erkel	101	41110	\$183.40
Park Maintenance	Bldg/Facility Repair Supplies	7781754	Cemstone Products Company	101	43201	\$720.00
Park Maintenance	Bldg/Facility Repair Supplies	7781758	Cemstone Products Company	101	43201	\$144.00
Park Maintenance	Bldg/Facility Repair Supplies	1075843	Ham Lake Hardware	101	43201	\$14.99
Park Maintenance	Bldg/Facility Repair Supplies	2898	Nate Ayshford	101	43201	\$213.57
Park Maintenance	Bldg/Facility Repair Supplies	154793300-001	SiteOne Landscape Supply	101	43201	\$97.62
Park Maintenance	Chemicals and Chem Products	155585280-001	SiteOne Landscape Supply	101	43201	\$157.89
Park Maintenance	Clothing & Personal Equipment	4234026891	Cintas Corporation	101	43201	\$33.31
Park Maintenance	Clothing & Personal Equipment	4234751041	Cintas Corporation	101	43201	\$33.31
Park Maintenance	Clothing & Personal Equipment	4235292538	Cintas Corporation	101	43201	\$33.31
Park Maintenance	Clothing & Personal Equipment	4236147147	Cintas Corporation	101	43201	\$34.96
Park Maintenance	Clothing & Personal Equipment	353772	Jeremiah Haller	101	43201	\$238.49
Park Maintenance	Clothing & Personal Equipment	06 2025	Morgen Mueller	101	43201	\$264.99
Park Maintenance	Equipment Parts	p43017	MN Equipment	101	43201	\$346.57
Park Maintenance	General Operating Supplies	60729	Menards - Forest Lake	101	43201	\$55.61
Park Maintenance	Information Systems	2828	Metro-Net	101	43201	\$29.78
Park Maintenance	Motor Fuels	26645971	Mansfield Oil Company	101	43201	\$587.86
Park Maintenance	Motor Fuels	26657651	Mansfield Oil Company	101	43201	\$549.56
Park Maintenance	Motor Fuels	1015210	River Country Cooperative	101	43201	\$38.82
Park Maintenance	Other Equipment Rentals	MP275954	LRS	101	43201	\$310.00
Park Maintenance	Other Equipment Rentals	MP275955	LRS	101	43201	\$430.00
Park Maintenance	Other Equipment Rentals	MP275956	LRS	101	43201	\$120.00
Park Maintenance	Other Equipment Rentals	MP275957	LRS	101	43201	\$80.00
Park Maintenance	Other Equipment Rentals	MP275958	LRS	101	43201	\$150.00
Park Maintenance	Other Equipment Rentals	MP275959	LRS	101	43201	\$80.00
Park Maintenance	Other Equipment Rentals	MP275961	LRS	101	43201	\$80.00
Park Maintenance	Other Equipment Rentals	MP275962	LRS	101	43201	\$80.00
Park Maintenance	Other Equipment Rentals	MP275963	LRS	101	43201	\$80.00
Park Maintenance	Park/Landscaping Materials	101558	Bjorklund Companies, LLC	101	43201	\$958.50
Park Maintenance	Safety Supplies	5278079713	CINTAS	101	43201	\$59.50
Planning and Zoning	Filing Fees	25-25216	Anoka County Property Tax	101	41910	\$46.00
Planning and Zoning	Filing Fees	25-25216	Anoka County Property Tax	101	41910	\$46.00
Planning and Zoning	Filing Fees	25-26251	Anoka County Property Tax	101	41910	\$46.00
Planning and Zoning	Filing Fees	25-26251	Anoka County Property Tax	101	41910	\$46.00
Planning and Zoning	Filing Fees	25-26251	Anoka County Property Tax	101	41910	\$46.00
Planning and Zoning	Filing Fees	25-26251	Anoka County Property Tax	101	41910	\$46.00
Planning and Zoning	Filing Fees	25-26262	Anoka County Property Tax	101	41910	\$46.00
Planning and Zoning	Filing Fees	25-26262	Anoka County Property Tax	101	41910	\$46.00
Planning and Zoning	Filing Fees	972587	STAR	101	41910	\$15.08



City of East Bethel
July 14, 2025
Payment Summary

Planning and Zoning	Filing Fees	972587	STAR	101	41910	\$14.24
Planning and Zoning	Information Systems	2828	Metro-Net	101	41910	\$398.40
Planning and Zoning	Professional Services Fees	30665	TimeSaver Off Site Secretarial	101	41910	\$212.50
Planning and Zoning	Software Licensing	R-026679-000-1	WSB & Associates, Inc.	101	41910	\$5,400.00
Police	Professional Services Fees	44230	Animal Humane Society	101	42110	\$81.00
Police	Professional Services Fees	S250701D	Anoka County Treasury Dept	101	42110	\$379,632.00
Recycling Operations	Bldg/Facility Repair Supplies	074557	Winnick Supply	226	43235	\$765.32
Recycling Operations	Other Equipment Rentals	MP275960	LRS	226	43235	\$80.00
Recycling Operations	Professional Services Fees	07 2025	Cedar East Bethel Lions	226	43235	\$419.72
Recycling Operations	Professional Services Fees	07 2025	Cedar East Bethel Lions	226	43235	\$1,300.00
Recycling Operations	Professional Services Fees	3782	Evergreen Recycling	226	43235	\$686.25
Recycling Operations	Professional Services Fees	CU-43573	First State Tire Recycle	226	43235	\$200.21
Recycling Operations	Professional Services Fees	06 2025	Freimuth Enterprises LLC	226	43235	\$186.00
Recycling Operations	Professional Services Fees	127204	Gregory Cardey	226	43235	\$375.00
Recycling Operations	Refuse Removal	12035737T067	Ace Solid Waste, Inc.	226	43235	\$669.16
Sewer Operations	Professional Services Fees	06 2025	Metropolitan Council	602		(\$63.70)
Sewer Operations	Professional Services Fees	06 2025	Metropolitan Council	602		\$6,370.00
Sewer Operations	Professional Services Fees	0001190631	Metropolitan Council Env Svcs	602	49451	\$5,845.02
Street Capital Projects	Sign/Striping Repair Materials	H25-0362-05p001	Sir Lines-A-Lot	406	40600	\$17,917.00
Street Maintenance	Bldg/Facility Repair Supplies	9558700242	Grainger	101	43220	\$49.56
Street Maintenance	Bldg/Facility Repair Supplies	61088	Menards - Forest Lake	101	43220	\$174.44
Street Maintenance	Bldgs/Facilities Repair/Maint	4234026891	Cintas Corporation	101	43220	\$9.08
Street Maintenance	Bldgs/Facilities Repair/Maint	4234751041	Cintas Corporation	101	43220	\$9.08
Street Maintenance	Bldgs/Facilities Repair/Maint	4235292538	Cintas Corporation	101	43220	\$9.08
Street Maintenance	Bldgs/Facilities Repair/Maint	4236147147	Cintas Corporation	101	43220	\$9.53
Street Maintenance	Bldgs/Facilities Repair/Maint	35032264160	Wright-Hennepin Coop Electric	101	43220	\$22.00
Street Maintenance	Clothing & Personal Equipment	LLC22124	CHETS SHOES, LLC	101	43220	\$123.25
Street Maintenance	Clothing & Personal Equipment	4234026891	Cintas Corporation	101	43220	\$33.31
Street Maintenance	Clothing & Personal Equipment	4234751041	Cintas Corporation	101	43220	\$33.31
Street Maintenance	Clothing & Personal Equipment	4235292538	Cintas Corporation	101	43220	\$33.31
Street Maintenance	Clothing & Personal Equipment	4236147147	Cintas Corporation	101	43220	\$34.96
Street Maintenance	Clothing & Personal Equipment	2025	Cody Cheney	101	43220	\$221.00
Street Maintenance	Conferences/Meetings	07 2025	Tyler Kaiser	101	43220	\$51.52
Street Maintenance	Equipment Parts	287328	Diamond Mowers	101	43220	\$384.69
Street Maintenance	Equipment Parts	126489803	Fleet Pride	101	43220	\$67.69
Street Maintenance	Information Systems	2828	Metro-Net	101	43220	\$747.15
Street Maintenance	Motor Fuels	26645971	Mansfield Oil Company	101	43220	\$254.74
Street Maintenance	Motor Fuels	26657651	Mansfield Oil Company	101	43220	\$1,362.89
Street Maintenance	Motor Vehicles Parts	1539-353162	O'Reilly Auto Stores Inc.	101	43220	\$175.32
Street Maintenance	Professional Services Fees	5060357	Gopher State One-Call	101	43220	\$94.50
Street Maintenance	Refuse Removal	12035737T067	Ace Solid Waste, Inc.	101	43220	\$535.15
Street Maintenance	Sign/Striping Repair Materials	TRFINV061293	Newman Traffic Signs	101	43220	\$1,351.38
Street Maintenance	Small Tools and Minor Equip	343625	S & S Industrial Supply	101	43220	\$11.56
Street Maintenance	Small Tools and Minor Equip	306029a8	TreviPay	101	43220	\$69.98
Street Maintenance	Small Tools and Minor Equip	aa5fe33b	TreviPay	101	43220	\$165.98
Street Maintenance	Street Maint Materials	IN62892	City of St. Paul	101	43220	\$2,793.49
Street Maintenance	Street Maint Services	07 2025	North Country Beaver Control	101	43220	\$300.00
Street Maintenance	Telephone	07 2025-1	T MOBILE	101	43220	\$34.34
Street Maintenance	Telephone	07 2025-2	T MOBILE	101	43220	\$7.55
Water Utility Operations	Bldgs/Facilities Repair/Maint	35032264160	Wright-Hennepin Coop Electric	601	49401	\$42.95
Water Utility Operations	Bldgs/Facilities Repair/Maint	35032264160	Wright-Hennepin Coop Electric	601	49401	\$5.50
Water Utility Operations	Information Systems	2828	Metro-Net	601	49401	\$354.30
Water Utility Operations	Utility Maint Supplies	0549884	Ferguson Waterworks #2518	601	49401	\$3,121.98
Water Utility Operations	Utility Maint Supplies	0549887	Ferguson Waterworks #2518	601	49401	\$30.08
Water Utility Operations	Utility Maint Supplies	0549935	Ferguson Waterworks #2518	601	49401	\$1,131.62
Water Utility Operations	Utility Maint Supplies	0550219	Ferguson Waterworks #2518	601	49401	\$1,560.99
						\$490,762.35



City of East Bethel
July 14, 2025
Payment Summary

Electronic Payroll Payments		
Payroll	PERA	\$10,448.35
Payroll	Federal Withholding	\$7,092.19
Payroll	Medicare Withholding	\$2,295.38
Payroll	FICA Tax Withholding	\$8,854.26
Payroll	State Withholding	\$3,500.55
Payroll	MSRS/H.S.A./HCSP	\$7,508.50
		\$39,699.23



CITY OF EAST BETHEL

07/10/25 8:43 AM

Page 1

Payments

Current Period: July 2025

Payments Batch 20250714PAY \$490,762.35

Refer	0 ACE SOLID WASTE		-		
Cash Payment	E 101-41940-385	Refuse Removal	City Hall Service		\$102.80
Invoice	12035737T067	7/1/2025			
Cash Payment	E 615-49851-385	Refuse Removal	Arena Service		\$312.49
Invoice	12035737T067	7/1/2025			
Cash Payment	E 101-43220-385	Refuse Removal	Public Works Service		\$535.15
Invoice	12035737T067	7/1/2025			
Cash Payment	E 101-42210-385	Refuse Removal	Fire Station Service		\$100.80
Invoice	12035737T067	7/1/2025			
Cash Payment	E 226-43235-385	Refuse Removal	Recycling Service		\$669.16
Invoice	12035737T067	7/1/2025			
Cash Payment	E 101-42210-385	Refuse Removal	Fire Station 3 Service		\$41.62
Invoice	12035737T067	7/1/2025			
Transaction Date	7/9/2025		First Bank & Trust 10100	Total	\$1,762.02

Refer	0 Air Mechanical		-		
Cash Payment	E 101-42210-403	Bldgs/Facilities Repair/	Replace Dual Run Capacitor at Fire Station		\$443.00
Invoice	605298577	6/24/2025			
Transaction Date	7/7/2025		First Bank & Trust 10100	Total	\$443.00

Refer	0 ANIMAL HUMANE SOCIETY		-		
Cash Payment	E 101-42110-307	Professional Services F	Animal Control Services		\$81.00
Invoice	44230	7/8/2025			
Transaction Date	7/9/2025		First Bank & Trust 10100	Total	\$81.00

Refer	0 ANOKA COUNTY PROPERTY TAX		-		
Cash Payment	E 101-41910-423	Filing Fees	DOC # 2440596.007, RESO 25-30		\$46.00
Invoice	25-25216	6/12/2025			
Cash Payment	E 101-41910-423	Filing Fees	DOC # 2440596.008, RESO 25-31 IUP		\$46.00
Invoice	25-25216	6/12/2025			
Cash Payment	E 101-41910-423	Filing Fees	DOC # 2441142.001, RESO 25-33 CUP, VAR		\$46.00
Invoice	25-26251	6/17/2025			
Cash Payment	E 101-41910-423	Filing Fees	DOC # 2441142.002, RESO 25-34 Concept Plan		\$46.00
Invoice	25-26251	6/17/2025			
Cash Payment	E 101-41910-423	Filing Fees	DOC # 2441142.003, RESO 25-35 VAR		\$46.00
Invoice	25-26251	6/17/2025			
Cash Payment	E 101-41910-423	Filing Fees	DOC # 2441142.004, RESO 25-37 Final Plat		\$46.00
Invoice	25-26251	6/17/2025			
Cash Payment	E 101-41910-423	Filing Fees	DOC # 625661.007, RESO 25-36 VAR		\$46.00
Invoice	25-26262	6/17/2025			
Cash Payment	E 101-41910-423	Filing Fees	DOC # 2441138.007, RESO 25-36 VAR		\$46.00
Invoice	25-26262	6/17/2025			
Transaction Date	7/9/2025		First Bank & Trust 10100	Total	\$368.00

Refer	0 ANOKA COUNTY TREASURY DEPT		-		
Cash Payment	E 101-42110-307	Professional Services F	3rd QTR 2025 L/E Contract		\$379,632.00
Invoice	S250701D	7/1/2025			
Transaction Date	7/9/2025		First Bank & Trust 10100	Total	\$379,632.00

Refer	0 ASPEN MILLS, INC.		-		
Cash Payment	E 101-42210-214	Clothing & Personal Equ	Uden; Deputy Chief Badge		\$82.85
Invoice	356143	6/18/2025			
Transaction Date	7/7/2025		First Bank & Trust 10100	Total	\$82.85



Payments

Current Period: July 2025

Refer	0 ASTLEFORD INTL MINNEAPOLIS	-			
Cash Payment	E 101-42210-402 Repairs/Maint Machiner	Fire Department Engine 31; Valve			\$87.80
Invoice	01P133119	6/26/2025			
Transaction Date	7/7/2025	First Bank & Trust	10100	Total	\$87.80
Refer	0 AYSHFORD, NATE	-			
Cash Payment	E 101-43201-223 Bldg/Facility Repair Sup	Farm gates for Bonde Park			\$213.57
Invoice	2898	7/1/2025			
Transaction Date	7/7/2025	First Bank & Trust	10100	Total	\$213.57
Refer	0 Bjorklund	-			
Cash Payment	E 101-43201-225 Park/Landscaping Mater	Black Dirt			\$958.50
Invoice	101558	6/12/2025			
Transaction Date	7/7/2025	First Bank & Trust	10100	Total	\$958.50
Refer	0 Cardey, Gregory	-			
Cash Payment	E 226-43235-307 Professional Services F	Appliance Delivery to Alter Recycling			\$375.00
Invoice	127204	6/19/2025			
Transaction Date	7/7/2025	First Bank & Trust	10100	Total	\$375.00
Refer	0 CEDAR CREEK AUTOMOTIVE	-			
Cash Payment	E 101-42210-221 Motor Vehicles Parts	Fire Dept 2020 Tahoe; Transmission Fluid Exchange			\$330.54
Invoice	23758	6/10/2025			
Transaction Date	7/7/2025	First Bank & Trust	10100	Total	\$330.54
Refer	0 Cedar East Bethel Lions	-			
Cash Payment	E 226-43235-307 Professional Services F	Recycling			\$1,300.00
Invoice	07 2025	7/2/2025			
Cash Payment	E 226-43235-307 Professional Services F	Monthly Drop off Saturday			\$419.72
Invoice	07 2025	7/2/2025			
Transaction Date	7/9/2025	First Bank & Trust	10100	Total	\$1,719.72
Refer	0 CEMSTONE	-			
Cash Payment	E 101-43201-223 Bldg/Facility Repair Sup	Recycled Road Base			\$720.00
Invoice	7781754	6/12/2025			
Transaction Date	7/7/2025	First Bank & Trust	10100	Total	\$720.00
Refer	0 CEMSTONE	-			
Cash Payment	E 101-43201-223 Bldg/Facility Repair Sup	Recycled Road Base			\$144.00
Invoice	7781758	6/12/2025			
Transaction Date	7/7/2025	First Bank & Trust	10100	Total	\$144.00
Refer	0 CHENEY, CODY	-			
Cash Payment	E 101-43220-214 Clothing & Personal Equ	Boots Reimbursement			\$221.00
Invoice	2025	6/26/2025			
Transaction Date	7/7/2025	First Bank & Trust	10100	Total	\$221.00
Refer	0 CHETS SHOES, INC	-			
Cash Payment	E 101-43220-214 Clothing & Personal Equ	Ayshford Boot Reimbursement			\$123.25
Invoice	LLC22124	6/3/2025			
Transaction Date	7/7/2025	First Bank & Trust	10100	Total	\$123.25
Refer	0 CINTAS	-			
Cash Payment	E 101-43201-217 Safety Supplies	Medical Cabinet			\$59.50
Invoice	5278079713	6/27/2025			
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$59.50
Refer	0 CINTAS CORPORATION	-			



CITY OF EAST BETHEL

07/10/25 8:43 AM

Page 3

Payments

Current Period: July 2025

Cash Payment	E 101-43220-403	Bldgs/Facilities Repair/	Rugs/Mats						\$9.08
Invoice	4235292538			6/3/2025					
Cash Payment	E 101-43201-214	Clothing & Personal Equ	Uniforms/Parks						\$33.31
Invoice	4235292538			6/3/2025					
Cash Payment	E 101-43220-214	Clothing & Personal Equ	Uniforms/Streets						\$33.31
Invoice	4235292538			6/3/2025					
Transaction Date	7/7/2025				First Bank & Trust	10100		Total	\$75.70
Refer	0 CINTAS CORPORATION								
Cash Payment	E 101-43220-403	Bldgs/Facilities Repair/	Rugs/Mats						\$9.08
Invoice	4234026891			6/17/2025					
Cash Payment	E 101-43201-214	Clothing & Personal Equ	Uniforms/Parks						\$33.31
Invoice	4234026891			6/17/2025					
Cash Payment	E 101-43220-214	Clothing & Personal Equ	Uniforms/Streets						\$33.31
Invoice	4234026891			6/17/2025					
Transaction Date	7/7/2025				First Bank & Trust	10100		Total	\$75.70
Refer	0 CINTAS CORPORATION								
Cash Payment	E 101-43220-403	Bldgs/Facilities Repair/	Rugs/Mats						\$9.08
Invoice	4234751041			6/24/2025					
Cash Payment	E 101-43201-214	Clothing & Personal Equ	Uniforms/Parks						\$33.31
Invoice	4234751041			6/24/2025					
Cash Payment	E 101-43220-214	Clothing & Personal Equ	Uniforms/Streets						\$33.31
Invoice	4234751041			6/24/2025					
Transaction Date	7/7/2025				First Bank & Trust	10100		Total	\$75.70
Refer	0 CINTAS CORPORATION								
Cash Payment	E 101-43220-403	Bldgs/Facilities Repair/	Rugs/Mats						\$9.53
Invoice	4236147147			7/8/2025					
Cash Payment	E 101-43201-214	Clothing & Personal Equ	Uniforms/Parks						\$34.96
Invoice	4236147147			7/8/2025					
Cash Payment	E 101-43220-214	Clothing & Personal Equ	Uniforms/Streets						\$34.96
Invoice	4236147147			7/8/2025					
Transaction Date	7/9/2025				First Bank & Trust	10100		Total	\$79.45
Refer	0 CUSTOMIZED FIRE RESCUE TRAI								
Cash Payment	E 101-42210-434	Conferences/Meetings	NFPA 1500 OSHA Employee Right to Know, Confined Space Awareness, Lockout/Tagout, Hearing Protection						\$900.00
Invoice	2991			3/19/2025					
Transaction Date	7/9/2025				First Bank & Trust	10100		Total	\$900.00
Refer	0 CUSTOMIZED FIRE RESCUE TRAI								
Cash Payment	E 101-42210-434	Conferences/Meetings	NFPA 1001 SCBA Confidence Semi Prop						\$1,500.00
Invoice	3041			5/12/2025					
Transaction Date	7/9/2025				First Bank & Trust	10100		Total	\$1,500.00
Refer	0 Dell Marketing L.P.								
Cash Payment	E 101-42210-231	Small Tools and Minor E	Laptop & Docking Station; Cielocha						\$1,488.84
Invoice	10822039070			6/26/2025					
Transaction Date	7/8/2025				First Bank & Trust	10100		Total	\$1,488.84
Refer	0 DIAMOND MOWERS								
Cash Payment	E 101-43220-229	Equipment Parts	Ditch Mower Blade						\$384.69
Invoice	287328			6/30/2025					
Transaction Date	7/9/2025				First Bank & Trust	10100		Total	\$384.69



Payments

Current Period: July 2025

Refer	0 EAGLE ENGRAVING	-			
Cash Payment	E 101-42210-214 Clothing & Personal Equ	Sign; Cielocha, Fireground Tags			\$28.55
Invoice	2025-5125	6/25/2025			
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$28.55
Refer	0 ECKBERG LAMMERS	-			
Cash Payment	E 101-41610-303 Legal Fees	Legal Services			\$10,726.17
Invoice	06 2025	6/30/2025			
Transaction Date	7/9/2025	First Bank & Trust	10100	Total	\$10,726.17
Refer	0 ERKEL, SUZANNE	-			
Cash Payment	E 101-41110-331 Travel Expenses	Mileage for LMC Conference			\$183.40
Invoice	07 2025	7/1/2025			
Cash Payment	E 101-41110-434 Conferences/Meetings	Meal and Hotel for LMC Conference			\$366.06
Invoice	07 2025	7/1/2025			
Transaction Date	7/9/2025	First Bank & Trust	10100	Total	\$549.46
Refer	0 Evergreen Recycling	-			
Cash Payment	E 226-43235-307 Professional Services F	Recycling Charges			\$686.25
Invoice	3782	7/3/2025			
Transaction Date	7/9/2025	First Bank & Trust	10100	Total	\$686.25
Refer	0 FACTORY MOTOR PARTS	-			
Cash Payment	E 101-42210-221 Motor Vehicles Parts	Wire Kit, Spark Plug; 2020 Tahoe			\$142.26
Invoice	159-140469	6/23/2025			
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$142.26
Refer	0 FERGUSON WATERWORKS #2518	-			
Cash Payment	E 601-49401-227 Utility Maint Supplies	Water Meter			\$1,131.62
Invoice	0549935	6/23/2025			
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$1,131.62
Refer	0 FERGUSON WATERWORKS #2518	-			
Cash Payment	E 601-49401-227 Utility Maint Supplies	Water Meters			\$3,121.98
Invoice	0549884	6/23/2025			
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$3,121.98
Refer	0 FERGUSON WATERWORKS #2518	-			
Cash Payment	E 601-49401-227 Utility Maint Supplies	Wire Flags			\$30.08
Invoice	0549887	6/23/2025			
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$30.08
Refer	0 FERGUSON WATERWORKS #2518	-			
Cash Payment	E 601-49401-227 Utility Maint Supplies	Water Meter, Flag Kit, Neptune Trade Fee			\$1,560.99
Invoice	0550219	6/26/2025			
Transaction Date	7/9/2025	First Bank & Trust	10100	Total	\$1,560.99
Refer	0 FES, INC	-			
Cash Payment	E 101-42210-214 Clothing & Personal Equ	R&B Flannel Lined Airmask Bag			\$48.02
Invoice	21556	6/26/2025			
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$48.02
Refer	0 FES, INC	-			
Cash Payment	E 101-42210-214 Clothing & Personal Equ	Structural Firefighter Gloves			\$274.98
Invoice	21557	6/28/2025			
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$274.98
Refer	0 FINNLYTECH INC	-			
		City Council Packet, page 21			



CITY OF EAST BETHEL

07/10/25 8:43 AM

Page 5

Payments

Current Period: July 2025

Cash Payment	E 615-49851-433	Dues and Subscriptions	Annual Fee for Ice Arena scheduling software		\$2,886.00
Invoice 1813	6/2/2025				
Transaction Date	7/9/2025	First Bank & Trust	10100	Total	\$2,886.00
Refer	0 <u>First State Tire Recycling</u>	-			
Cash Payment	E 226-43235-307	Professional Services F	Tire Recycling		\$200.21
Invoice CU-43573	6/26/2025				
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$200.21
Refer	0 <u>FLEET PRIDE</u>	-			
Cash Payment	E 101-43220-229	Equipment Parts	Cab Air Element, Hydraulic Element; Bobcat T-590		\$67.69
Invoice 126489803	6/13/2025				
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$67.69
Refer	0 <u>FREIMUTH ENTERPRISES LLC</u>	-			
Cash Payment	E 226-43235-307	Professional Services F	Drop off Saturday Bulb Recycling		\$186.00
Invoice 06 2025	6/17/2025				
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$186.00
Refer	0 <u>GOPHER STATE ONE CALL</u>	-			
Cash Payment	E 101-43220-307	Professional Services F	One Call Locate Service		\$94.50
Invoice 5060357	6/30/2025				
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$94.50
Refer	0 <u>GRAINGER</u>	-			
Cash Payment	E 101-41940-223	Bldg/Facility Repair Sup	Anti-Siphon Vacuum Breaker		\$101.11
Invoice 9557655348	6/30/2025				
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$101.11
Refer	0 <u>GRAINGER</u>	-			
Cash Payment	E 101-43220-223	Bldg/Facility Repair Sup	Air Filters		\$49.56
Invoice 9558700242	7/1/2025				
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$49.56
Refer	0 <u>HALLER, JEREMIAH</u>	-			
Cash Payment	E 101-43201-214	Clothing & Personal Equ	Boot Reimbursement		\$238.49
Invoice 353772	6/26/2025				
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$238.49
Refer	0 <u>HAM LAKE HARDWARE</u>	-			
Cash Payment	E 101-43201-223	Bldg/Facility Repair Sup	Quick Snap Rndeye Rigid		\$14.99
Invoice 1075843	7/1/2025				
Transaction Date	7/8/2025	First Bank & Trust	10100	Total	\$14.99
Refer	0 <u>Hoffman Bros. Sod, Inc</u>	-			
Cash Payment	E 101-41940-225	Park/Landscaping Mater	Honey Gold Mulch		\$35.00
Invoice 030105	7/3/2025				
Transaction Date	7/9/2025	First Bank & Trust	10100	Total	\$35.00
Refer	0 <u>INNOVATIVE OFFICE SOLUTIONS</u>	-			
Cash Payment	E 101-42210-211	Cleaning Supplies	Tissue, Towel, Garbage bags		\$462.79
Invoice IN4873826	7/3/2025				
Transaction Date	7/9/2025	First Bank & Trust	10100	Total	\$462.79
Refer	0 <u>ISANTI -CHISAGO COUNTY STAR</u>	-			
Cash Payment	E 101-41910-423	Filing Fees	REF#1896172 PH EB PID#36-33-23-22-1		\$15.08
Invoice 972587	6/12/2025				



CITY OF EAST BETHEL

07/10/25 8:43 AM

Page 6

Payments

Current Period: July 2025

Cash Payment	E 101-41910-423	Filing Fees	REF#1896173 PH EB PID#29-33-23-43-1	\$14.24
Invoice 972587		6/12/2025		
Cash Payment	E 101-41320-342	Legal Notices	REF#1896174 Off Sale Liquor License	\$8.38
Invoice 972587		6/12/2025		
Transaction Date	7/8/2025	First Bank & Trust	10100	Total \$37.70
Refer	0 KAISER, TYLER			
Cash Payment	E 101-43220-434	Conferences/Meetings	DOT Class	\$73.60
Invoice 07 2025		7/9/2025		
Transaction Date	7/9/2025	First Bank & Trust	10100	Total \$51.52
Refer	0 KIRVIDA FIRE, INC.			
Cash Payment	E 101-42210-402	Repairs/Maint Machiner	Compressor Head, Valve Plate, Head Gasket, Piston Cup, Screw Piston Cup, Piston Cup Retainer	\$157.70
Invoice 13371		6/25/2025		
Transaction Date	7/8/2025	First Bank & Trust	10100	Total \$157.70
Refer	0 LEAGUE OF MINNESOTA CITIES			
Cash Payment	E 101-41320-434	Conferences/Meetings	2025 LMC Annual Conference-Awards Dinner Guest Marcee	\$65.00
Invoice 431327		6/26/2025		
Transaction Date	7/9/2025	First Bank & Trust	10100	Total \$65.00
Refer	0 LOOK, MATT			
Cash Payment	E 101-41320-434	Conferences/Meetings	Mileage, Meal, Hotel (Minus \$65 Guesst meal) for LMC Annuual Conference	\$524.84
Invoice 07 2025		7/1/2025		
Transaction Date	7/9/2025	First Bank & Trust	10100	Total \$524.84
Refer	0 LRS PORTABLES OF MINNESOTA			
Cash Payment	E 101-43201-415	Other Equipment Rental	Park Satellite Rental; Maynard Peterson	\$80.00
Invoice MP275963		6/26/2025		
Cash Payment	E 101-43201-415	Other Equipment Rental	Park Satellite Rental; Coon Lake Beach	\$80.00
Invoice MP275962		6/26/2025		
Cash Payment	E 101-43201-415	Other Equipment Rental	Park Satellite Rental; Whispering Oaks	\$80.00
Invoice MP275961		6/26/2025		
Cash Payment	E 226-43235-415	Other Equipment Rental	Recycle Center Satellite Rental	\$80.00
Invoice MP275960		6/26/2025		
Cash Payment	E 101-43201-415	Other Equipment Rental	Park Satellite Rental; Cedar Creek	\$80.00
Invoice MP275959		6/26/2025		
Cash Payment	E 101-43201-415	Other Equipment Rental	Park Satellite Rental; John Anderson Park	\$150.00
Invoice MP275958		6/26/2025		
Cash Payment	E 101-43201-415	Other Equipment Rental	Park Satellite Rental; Norseland Park	\$80.00
Invoice MP275957		6/26/2025		
Cash Payment	E 101-43201-415	Other Equipment Rental	Park Satellite Rental; City Hall	\$120.00
Invoice MP275956		6/26/2025		
Cash Payment	E 101-43201-415	Other Equipment Rental	Park Satellite Rental; Booster Park West	\$430.00
Invoice MP275955		6/26/2025		
Cash Payment	E 101-43201-415	Other Equipment Rental	Park Satellite Rental; Booster Park East	\$310.00
Invoice MP275954		6/26/2025		
Transaction Date	7/8/2025	First Bank & Trust	10100	Total \$1,490.00
Refer	0 MANSFIELD OIL COMPANY			
Cash Payment	E 101-42210-212	Motor Fuels	Fire Diesel Fuel	\$285.77
Invoice 26657651		6/23/2025		



Payments

Current Period: July 2025

Cash Payment	E 101-43201-212	Motor Fuels	Park Diesel Fuel		\$549.56
Invoice	26657651	6/23/2025			
Cash Payment	E 101-43220-212	Motor Fuels	Street Diesel Fuel		\$1,362.89
Invoice	26657651	6/23/2025			
Transaction Date	7/8/2025		First Bank & Trust	10100	Total \$2,198.22
Refer	0 MANSFIELD OIL COMPANY				
Cash Payment	E 101-42210-212	Motor Fuels	Fire Unleaded Fuel		\$685.84
Invoice	26645971	6/18/2025			
Cash Payment	E 101-43201-212	Motor Fuels	Park Unleaded Fuel		\$587.86
Invoice	26645971	6/18/2025			
Cash Payment	E 101-43220-212	Motor Fuels	Street Unleaded Fuel		\$254.74
Invoice	26645971	6/18/2025			
Cash Payment	E 101-42410-212	Motor Fuels	Building Dept Unleaded Fuel		\$431.11
Invoice	26645971	6/18/2025			
Transaction Date	7/8/2025		First Bank & Trust	10100	Total \$1,959.55
Refer	0 MEDIATION & RESTORATIVE SVC				
Cash Payment	E 101-41110-433	Dues and Subscriptions	2025 Services		\$2,407.60
Invoice	2025	6/17/2025			
Transaction Date	7/8/2025		First Bank & Trust	10100	Total \$2,407.60
Refer	0 MENARDS CAMBRIDGE				
Cash Payment	E 101-41940-223	Bldg/Facility Repair Sup	Ballasts		\$87.97
Invoice	35730	6/18/2025			
Transaction Date	7/8/2025		First Bank & Trust	10100	Total \$87.97
Refer	0 MENARDS FOREST LAKE				
Cash Payment	E 101-43201-219	General Operating Supp	Wasp & Hornet killer, Bug Spray		\$55.61
Invoice	60729	7/2/2025			
Transaction Date	7/9/2025		First Bank & Trust	10100	Total \$55.61
Refer	0 MENARDS FOREST LAKE				
Cash Payment	E 101-43220-223	Bldg/Facility Repair Sup	Flowers for City Hall, Microwave		\$174.44
Invoice	61088	7/8/2025			
Transaction Date	7/9/2025		First Bank & Trust	10100	Total \$174.44
Refer	0 METRO INET				
Cash Payment	E 101-41320-309	Information Systems	Computer and Network Support		\$1,254.74
Invoice	2828	7/1/2025			
Cash Payment	E 101-41520-309	Information Systems	Computer and Network Support		\$1,135.61
Invoice	2828	7/1/2025			
Cash Payment	E 101-41910-309	Information Systems	Computer and Network Support		\$398.40
Invoice	2828	7/1/2025			
Cash Payment	E 101-42410-309	Information Systems	Computer and Network Support		\$1,135.61
Invoice	2828	7/1/2025			
Cash Payment	E 101-43220-309	Information Systems	Computer and Network Support		\$747.15
Invoice	2828	7/1/2025			
Cash Payment	E 101-43201-309	Information Systems	Computer and Network Support		\$29.78
Invoice	2828	7/1/2025			
Cash Payment	E 101-42210-309	Information Systems	Computer and Network Support		\$2,548.41
Invoice	2828	7/1/2025			
Cash Payment	E 601-49401-309	Information Systems	Computer and Network Support		\$354.30
Invoice	2828	7/1/2025			
Transaction Date	7/8/2025		First Bank & Trust	10100	Total \$7,604.00



CITY OF EAST BETHEL

07/10/25 8:43 AM

Page 8

Payments

Current Period: July 2025

Refer	0 METROPOLITAN COUNCIL ENV SV			
Cash Payment	E 602-49451-307	Professional Services F	Wastewater Treatment Services	\$5,845.02
Invoice	0001190631	7/2/2025		
Transaction Date	7/8/2025	First Bank & Trust	10100	Total \$5,845.02
Refer	0 METROPOLITAN COUNCIL SAC			
Cash Payment	G 602-20820	Due to MCES-SAC Fees	MCES SAC Charges	\$6,370.00
Invoice	06 2025	7/1/2025		
Cash Payment	R 602-34407	Sewer Availability Charge	MCES SAC Charges	-\$63.70
Invoice	06 2025	7/1/2025		
Transaction Date	7/8/2025	First Bank & Trust	10100	Total \$6,306.30
Refer	0 MIDCONTINENT COMMUNICATION			
Cash Payment	E 101-42210-321	Telephone	132997001-Fire Dept.	\$96.14
Invoice	13864340214795	6/20/2025		
Transaction Date	7/8/2025	First Bank & Trust	10100	Total \$96.14
Refer	0 MIDCONTINENT COMMUNICATION			
Cash Payment	E 101-42210-321	Telephone	132997001-Fire Dept.	\$20.25
Invoice	13299700114817	7/2/2025		
Transaction Date	7/9/2025	First Bank & Trust	10100	Total \$20.25
Refer	0 Minnesota Pyrotechnics, LLC			
Cash Payment	E 101-45311-307	Professional Services F	Outdoor firework Display for Booster Day July 19th, 2025	\$6,500.00
Invoice	1317	7/2/2025		
Transaction Date	7/9/2025	First Bank & Trust	10100	Total \$6,500.00
Refer	0 MN DEPT OF LABOR & INDUSTRY			
Cash Payment	G 101-20810	State Surcharges	Surcharge Remittance	\$2,928.90
Invoice	JUNE0030512025	7/9/2025		
Cash Payment	R 101-32210	Building Permits	Surcharge Retention	-\$117.16
Invoice	JUNE0030512025	7/9/2025		
Transaction Date	7/10/2025	First Bank & Trust	10100	Total \$2,811.74
Refer	0 MN EQUIPMENT			
Cash Payment	E 101-43201-229	Equipment Parts	Cap Screw, Spindle; JD Z930 #1	\$346.57
Invoice	p43017	6/18/2025		
Transaction Date	7/8/2025	First Bank & Trust	10100	Total \$346.57
Refer	0 MN REVENUE			
Cash Payment	G 101-20400	Sales Tax Payable	Ck# 001804E 7/9/2025 Sales Tax Remittance	\$278.00
Invoice	06 2025	7/1/2025		
Transaction Date	7/9/2025	First Bank & Trust	10100	Total \$278.00
Refer	0 MUELLER, MORGEN			
Cash Payment	E 101-43201-214	Clothing & Personal Equ	Boots Reimbursement	\$264.99
Invoice	06 2025	6/26/2025		
Transaction Date	7/8/2025	First Bank & Trust	10100	Total \$264.99
Refer	0 MUNDLE, BRIAN			
Cash Payment	E 101-41110-331	Travel Expenses	Mileage for 2025 LMC Conference	\$182.00
Invoice	07 2025	7/1/2025		
Cash Payment	E 101-41110-434	Conferences/Meetings	Hotel for 2025 LMC Conference	\$340.84
Invoice	07 2025	7/1/2025		
Transaction Date	7/9/2025	First Bank & Trust	10100	Total \$522.84
Refer	0 NEWMAN TRAFFIC SIGNS			
			City Council Packet, page 25	



CITY OF EAST BETHEL

07/10/25 8:43 AM

Page 9

Payments

Current Period: July 2025

Cash Payment	E 101-43220-226	Sign/Striping Repair Mat	Street Signs & Supplies						\$1,351.38
Invoice	TRFINV061293	6/17/2025							
Transaction Date	7/8/2025		First Bank & Trust	10100		Total			\$1,351.38
Refer	0 NFPA								
Cash Payment	E 101-42210-433	Dues and Subscriptions	Cielocha-Membership 2025						\$225.00
Invoice	2025	6/26/2025							
Transaction Date	7/8/2025		First Bank & Trust	10100		Total			\$225.00
Refer	0 NORTH COUNTRY BEAVER CONT								
Cash Payment	E 101-43220-404	Street Maint Services	Beavers Removed from 197th Ave and Naples St culvert						\$300.00
Invoice	07 2025	7/11/2025							
Transaction Date	7/10/2025		First Bank & Trust	10100		Total			\$300.00
Refer	0 O REILLY								
Cash Payment	E 101-43220-221	Motor Vehicles Parts	Tail Light Asy; Truck #49						\$175.32
Invoice	1539-353162	6/17/2025							
Transaction Date	7/8/2025		First Bank & Trust	10100		Total			\$175.32
Refer	0 PITNEY BOWES BANK INC								
Cash Payment	E 101-41320-322	Postage/Delivery	Reserve Acct 22039598 Postage						\$1,500.00
Invoice	07 2025	7/7/2025							
Transaction Date	7/9/2025		First Bank & Trust	10100		Total			\$1,500.00
Refer	0 PLUNKETTS PEST CONTROL								
Cash Payment	E 101-41940-223	Bldg/Facility Repair Sup	Pest Control City Hall						\$84.50
Invoice	10006041	7/1/2025							
Cash Payment	E 101-42210-223	Bldg/Facility Repair Sup	Pest Control Fire Stations						\$298.48
Invoice	10006041	7/1/2025							
Transaction Date	7/8/2025		First Bank & Trust	10100		Total			\$382.98
Refer	0 RIVER COUNTRY COOPERATIVE								
Cash Payment	E 101-43201-212	Motor Fuels	Unleaded Gas						\$38.82
Invoice	1015210	6/17/2025							
Transaction Date	7/8/2025		First Bank & Trust	10100		Total			\$38.82
Refer	0 Robert B. Hill Company								
Cash Payment	E 101-41940-403	Bldgs/Facilities Repair/	Softener Rental						\$18.00
Invoice	57911	7/1/2025							
Transaction Date	7/9/2025		First Bank & Trust	10100		Total			\$18.00
Refer	0 S & S Industrial Supply								
Cash Payment	E 101-43220-231	Small Tools and Minor E	Shop Supplies						\$11.56
Invoice	343625	7/1/2025							
Transaction Date	7/8/2025		First Bank & Trust	10100		Total			\$11.56
Refer	0 S & S Industrial Supply								
Cash Payment	E 101-42210-402	Repairs/Maint Machiner	Shop Supplies						\$18.97
Invoice	343638	7/2/2025							
Transaction Date	7/9/2025		First Bank & Trust	10100		Total			\$18.97
Refer	0 SIR LINES A LOT								
Cash Payment	E 406-40600-226	Sign/Striping Repair Mat	Long Line Street Markings						\$17,917.00
Invoice	H25-0362-05p001	6/10/2025							
Transaction Date	7/8/2025		First Bank & Trust	10100		Total			\$17,917.00
Refer	0 SITEONE LANDSCAPE SUPPLY								



CITY OF EAST BETHEL

07/10/25 8:43 AM

Page 10

Payments

Current Period: July 2025

Cash Payment	E 101-43201-223	Bldg/Facility Repair Sup	Sockets, Bushing, Coupling, Primer, Pipe Cement		\$97.62
Invoice	154793300-001	6/12/2025			
Transaction Date	7/8/2025		First Bank & Trust	10100	Total \$97.62
Refer	0 SITEONE LANDSCAPE SUPPLY				
Cash Payment	E 101-43201-216	Chemicals and Chem Pr	Liquid Herbicide		\$157.89
Invoice	155585280-001	7/1/2025			
Transaction Date	7/9/2025		First Bank & Trust	10100	Total \$157.89
Refer	0 SMITH, JIM				
Cash Payment	E 101-41110-434	Conferences/Meetings	Hotel and Meal for 2025 LMC Conference		\$361.06
Invoice	07 2025	7/1/2025			
Transaction Date	7/9/2025		First Bank & Trust	10100	Total \$361.06
Refer	0 ST PAUL CITY OF				
Cash Payment	E 101-43220-224	Street Maint Materials	Asphalt Mix		\$2,793.49
Invoice	IN62892	6/25/2025			
Transaction Date	7/9/2025		First Bank & Trust	10100	Total \$2,793.49
Refer	0 T MOBILE				
Cash Payment	E 101-42210-321	Telephone	Fire Dept Phones		\$68.68
Invoice	07 2025-1	6/23/2025			
Cash Payment	E 101-43220-321	Telephone	Acct #993254762 Jer		\$34.34
Invoice	07 2025-1	6/23/2025			
Cash Payment	E 101-42410-321	Telephone	Acct #993254762 Steve		\$34.34
Invoice	07 2025-1	6/23/2025			
Transaction Date	7/8/2025		First Bank & Trust	10100	Total \$137.36
Refer	0 T MOBILE				
Cash Payment	E 101-43220-321	Telephone	Acct #993254762 Jer		\$7.55
Invoice	07 2025-2	6/21/2025			
Cash Payment	E 101-42410-321	Telephone	Acct #993254762 Steve		\$7.55
Invoice	07 2025-2	6/21/2025			
Transaction Date	7/8/2025		First Bank & Trust	10100	Total \$15.10
Refer	0 TIMESAVER				
Cash Payment	E 101-41320-307	Professional Services F	6/23/25 Council Meeting Minute Transcription		\$212.50
Invoice	30662	6/30/2025			
Cash Payment	E 101-41910-307	Professional Services F	6/24/25 Planning Meeting Minute Transcription		\$212.50
Invoice	30665	6/30/2025			
Cash Payment	E 101-41320-307	Professional Services F	6/23/25 Council Work Meeting Minute Transcription		\$172.00
Invoice	30664	6/30/2025			
Cash Payment	E 101-41320-307	Professional Services F	6/9/25 Council Meeting Minute Transcription		\$253.00
Invoice	30663	6/30/2025			
Transaction Date	7/8/2025		First Bank & Trust	10100	Total \$850.00
Refer	0 TreviPay				
Cash Payment	E 101-42210-403	Bldgs/Facilities Repair/	Elc Vert Air Comp		\$699.99
Invoice	0a611968	6/24/2025			
Transaction Date	7/8/2025		First Bank & Trust	10100	Total \$699.99
Refer	0 TreviPay				
Cash Payment	E 101-43220-231	Small Tools and Minor E	Screwdriver Kit, Socket Set		\$69.98
Invoice	306029a8	6/24/2025			
Transaction Date	7/8/2025		First Bank & Trust	10100	Total \$69.98



CITY OF EAST BETHEL

07/10/25 8:43 AM

Page 11

Payments

Current Period: July 2025

Refer	0 <u>TreviPay</u>		-		
Cash Payment	E 101-43220-231	Small Tools and Minor E	Pressure Washer Wand, Coupler		\$165.98
Invoice	aa5fe33b	6/26/2025			
Transaction Date	7/8/2025		First Bank & Trust 10100	Total	\$165.98
Refer	0 <u>US BANK EQUIPMENT FINANCE</u>		-		
Cash Payment	E 101-41320-413	Office Equipment Rental	Copier Contract E173M811164		\$438.81
Invoice	559036983	7/1/2025			
Transaction Date	7/9/2025		First Bank & Trust 10100	Total	\$438.81
Refer	0 <u>VERIZON</u>		-		
Cash Payment	E 101-42210-321	Telephone	542341734-00001Fire Dept		\$560.14
Invoice	6116327683	6/18/2025			
Transaction Date	7/8/2025		First Bank & Trust 10100	Total	\$560.14
Refer	0 <u>WINNICK SUPPLY</u>		-		
Cash Payment	E 226-43235-223	Bldg/Facility Repair Sup	Steel Angle, Raised Expanded Metal		\$765.32
Invoice	074557	7/8/2025			
Transaction Date	7/9/2025		First Bank & Trust 10100	Total	\$765.32
Refer	0 <u>WRIGHT HENNEPIN</u>		-		
Cash Payment	E 101-41940-403	Bldgs/Facilities Repair/	150-1691-9318-City Hall		\$11.00
Invoice					
Cash Payment	E 615-49851-403	Bldgs/Facilities Repair/	15016814169-Arena		\$44.90
Invoice					
Transaction Date	7/9/2025		First Bank & Trust 10100	Total	\$55.90
Refer	0 <u>WRIGHT HENNEPIN</u>		-		
Cash Payment	E 601-49401-403	Bldgs/Facilities Repair/	15016813716.Minard Bldg		\$42.95
Invoice	35032264160	6/27/2025			
Cash Payment	E 401-40100-403	Bldgs/Facilities Repair/	150-1691-9318-City Hall		\$200.00
Invoice	1632313	6/17/2025			
Cash Payment	E 401-40100-403	Bldgs/Facilities Repair/	150-1691-9318-City Hall		\$1,538.30
Invoice	1633222	6/18/2025			
Cash Payment	E 401-40100-403	Bldgs/Facilities Repair/	150-1691-9318-City Hall		\$46.40
Invoice	1636397	6/25/2025			
Cash Payment	E 101-43220-403	Bldgs/Facilities Repair/	150-1699-8853-Station #3		\$22.00
Invoice	35032264160	6/27/2025			
Cash Payment	E 101-42210-403	Bldgs/Facilities Repair/	150-1699-8855-Station #2		\$5.50
Invoice	35032264160	6/27/2025			
Cash Payment	E 601-49401-403	Bldgs/Facilities Repair/	150-1699-8854-Whispering Aspen		\$5.50
Invoice	35032264160	6/27/2025			
Cash Payment	E 101-42210-403	Bldgs/Facilities Repair/	150-1699-8850-Station #1		\$27.50
Invoice	35032264160	6/27/2025			
Cash Payment	E 101-41940-403	Bldgs/Facilities Repair/	150-1699-8857-City Hall		\$22.00
Invoice	35032264160	6/27/2025			
Transaction Date	7/9/2025		First Bank & Trust 10100	Total	\$1,910.15
Refer	0 <u>WSB & ASSOCIATES, INC.</u>		-		
Cash Payment	E 101-41910-421	Software Licensing	2025 Datafi Subscription		\$5,400.00
Invoice	R-026679-000-1	4/30/2025			
Transaction Date	7/9/2025		First Bank & Trust 10100	Total	\$5,400.00



Payments

Current Period: July 2025

Fund Summary

	10100 First Bank & Trust	
101 General		\$444,758.94
226 Recycling		\$4,681.66
401 Building Capital		\$1,784.70
406 Street Capital - City		\$17,917.00
601 Water		\$6,247.42
602 Sewer		\$12,151.32
615 Arena		\$3,243.39
		<hr/>
		\$490,762.35

Pre-Written Checks	\$278.00
Checks to be Generated by the Computer	\$490,484.35
	<hr/>
Total	\$490,762.35

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL WORK MEETING

June 23, 2025

The East Bethel City Council met on June 23, 2025, at 6:00 p.m. for the regular City Council Work meeting at City Hall.

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

ALSO PRESENT: Matt Look, City Administrator
 Jacob Saufley, City Attorney

1.0 – Complaints Submitted

Look noted that they want to have a process for vetting complaints to determine if they are valid or not, and so that the complaints are considered and not just filed.

Look noted that they received two complaints; one naming Mayor Anderson and one naming City Administrator Look.

Look noted that the first complaint was submitted on June 9, 2025, naming Look, and he discussed the nature of the complaint, withholding information. Look presented all the different information that he discussed at the June 9, 2025, meeting and stated that he presented everything they have on the matter and nothing was withheld.

Erkel asked if someone from the City tells the owner that they need another IUP to cover animal control, so it is not stacking. Look stated that City Code does not specify if it is animal control horse or not; it just states a number of horses. Look noted that the 6-horse IUP expired because it was not renewed, and the 2-horse IUP is the only current IUP.

Mundle asked what other information the applicant who made the complaint was saying that was not provided. Look presented the complaint again and said that he is unsure.

Mundle asked what information was left out and can that be provided. Look stated that if the applicant who made the complaint had other information, it probably would have come forward.

Anderson stated that the complaint is vague, and it should have been clearer what information was withheld.

Mundle asked that any information that was withheld be provided to the City. Look stated that the applicant who made the complaint can bring any information they have, but the City does not have any further information.

Anderson stated that he does not see anything misleading about the information provided by Look. Anderson stated that he thinks this should be dismissed.

Mundle suggested keeping this open until the next meeting to give the applicant the chance to present further information.

Saufley stated that it is too late to issue a reconsideration on the IUP. Saufley noted that a future IUP would be based on a new application and would be independent of the history of the prior application.

1 Mundle asked what happens if they dismiss the complaint or table it. Saufley stated that if it is
2 dismissed, the applicant would have to file a new complaint.

3 Erkel stated that she would like to see the specific information discussed in the complaint that was
4 supposedly withheld.

5 The Council agreed to table this complaint to see if any new information comes forward.

6 Look noted that the second complaint was also submitted on June 9, 2025, naming Anderson and
7 discussed the nature of the complaint, failure to adhere to *Robert's Rules of Order*. Look presented
8 and discussed *Robert's Rules of Order*.

9 Anderson stated that *Robert's Rules of Order* are guidelines, but the City's rules supersede those
10 rules.

11 Mundle stated that he thinks this complaint is also vague, and he would like to know what actions the
12 Mayor took that violated *Robert's Rules of Order*.

13 Look stated that they look at what was written and see if the complaint is legitimate, and if it is not, it
14 is dismissed.

15 Erkel stated that she got public feedback that their problem was that some people got more time to
16 speak than others at the Public Forum. Look noted that the complaint is regarding running a meeting.

17 Mundle stated that they could dismiss it, but encourage the applicant who made the complaint to
18 resubmit with specified information.

19 Saufley stated that he is reluctant to set a pattern of leaving things open until they are conclusively
20 closed.

21 Mundle asked if the applicant has the opportunity to submit another complaint if this is dismissed.
22 Saufley stated that the complainant always has the ability to lodge a complaint.

23 The Council reached a consensus to dismiss this complaint.

24 **2.0 – Public Forum Rules**

25 Look presented the rules of conduct that are practiced in East Bethel regarding Public Forum. Look
26 noted that they want to review the rules and see if there are any additions or subtractions that
27 should be made.

28 Look asked if there are any changes that should be made. Miller stated that rule #3, regarding the 3-
29 minute time limit, is not being enforced. Anderson stated that he will set a timer and warn the
30 speaker when they have 30 seconds remaining.

31 **3.0 – Whispering Aspen Discussion**

32 Mundle stated that he will be abstaining from this discussion and stepped down from the Council
33 dais.

34 Look noted that this is brought back to bring some kind of finality to it, to avoid it getting postponed
35 further.

36 Look stated that the contract omits some information and is clear with other information. Look noted
37 that two letters were sent out to BDM Construction, one concerning the road deficiency amount and
38 one concerning the operating cost of the facility.

39 Look noted that the letter came to an amount of \$450 per month for rent to cover all the expenses.

- 1 Look noted that their two options are legal, which will be more expensive, or an agreement to cover
2 some of the operating costs.
- 3 Anderson stated that they have a number of issues, the roads, rental, etc., and each needs to be
4 tackled individually. Anderson also asked if this would break the contract. Look noted that the
5 contract does not speak to commentary maintenance.
- 6 Look stated that as of this year, BDM Construction paid their property taxes, but had not been paying
7 for the other years since this contract was created.
- 8 Look noted that there are a lot of different options and hopes that people can settle on the path of
9 least resistance so they can move forward.
- 10 Anderson asked if they have brought this to the League. Look stated that they have not, because the
11 League is generally a defensive scenario.
- 12 Saufley stated that he can look into it and understands that the League typically handles more
13 traditional tort liability claims, but that does not mean that they won't cover a contractual liability
14 claim.
- 15 Erkel stated that she met with Mundle Sr., and he thinks that he is doing everything right. Erkel stated
16 that they need to figure out the interest owed to Mundle Sr.
- 17 Miller stated that he does not think that taxpayer dollars should have ever been used to pay utilities
18 for this site for 21 years. Miller stated that the City is losing money, and it is unheard of for a
19 development to be going on for 21 years.
- 20 Miller stated that the taxpayers deserve better than this. Miller stated that a business that has been
21 given free rent for 21 years and has not paid utilities is going to fight legally, which is unheard of.
- 22 Smith stated that he agrees with everything that Miller stated.
- 23 Miller stated that he would like to find something that is fair; they are not trying to attack BDM, they
24 are just trying to prevent things from happening to City funds.
- 25 Miller stated that it is not abstaining to okay bills to be paid for their own family business. Miller
26 stated that they have to be fair and honor older City commitments that have been made.
- 27 Miller stated that this is not an attack; it is preventative. Anderson suggested that they sit down with
28 BDM one last time to see if they can hash things out to get to a happy medium. Miller stated that he
29 has no problem with that.
- 30 Mundle Sr. stated that if they are going to do that, then he would like Anderson and Erkel to be the
31 two Council people present at the discussion.
- 32 Erkel proposed that it be a closed session type of event, and they need all opinions to hear what they
33 have to say. Saufley stated this does not fall within the categories for a closed meeting, but they can
34 look into it further.
- 35 Look stated that he will research who can be present at that meeting.

36 **4.0 – Crime-Free Community Ordinance**

- 37 Look stated that they have a nuisance ordinance, but a crime-free ordinance would give the City
38 more teeth to be able to handle problematic properties. Look asked if they wanted to go down the
39 road to create this kind of ordinance.

1 Look noted that there are risks to ordinances like this, that it could produce lawsuits or legal
2 challenges. Look noted that these cases are limited in scope, and the need may not be here quite yet.

3 Look noted that they are a complaint-based City.

4 Erkel stated that she does not want to impede the freedom of the residents, so the ordinance would
5 have to be very specific.

6 Anderson asked if they could see Coon Rapids' Crime-Free Ordinance and talk to them about how
7 often they use it and discuss further from there.

8 Smith stated that professionals need to handle these issues because there are certain laws and rules
9 in place. Anderson stated that he agrees, but this was brought up to move it along further.

10 Look noted that they can get reach out to Coon Rapids and get their take on the ordinance and he
11 can also dig into the League's work on this and go from there.

12 **5.0 – Adjourn**

13 Work Meeting adjourned at 6:54 p.m.

14 Submitted by:

15 Lilian Rokosz

16 *TimeSaver Off Site Secretarial, Inc.*

17

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL MEETING

June 23, 2025

The East Bethel City Council met on June 23, 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
 Jacob Saufley, City Attorney
 Jeff Cielocha, Fire Chief

1.0 Call to Order

The June 23, 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 with the addition of the Supplemental Payment Summary as Item I under the Consent 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 Anoka County Sheriff's Report

Lieutenant Derek Peters presented the May 2025 Sheriff's Report, stating the Sheriff's Department had a total of 446 calls for service, 5 thefts, 4 assaults, 1 damage to property, 42 arrests, 200 traffic stops, and 39 traffic citations.

Peters stated that they have seen traffic increase on their lakes and an increase in severe traffic crashes on Highway 65 and reminded residents to be careful when driving.

Mundle stated that a piece of Highway 65 got very hot and a joint buckled. Peters stated that his deputies handle it, and it has been repaired.

Smith asked if everything at Nexus has slowed down. Peters stated that Nexus is stabilized, but it does ebb and flow.

Informational; no action required.

4.0 B Fire Department Monthly Report

Fire Chief Cielocha presented the May 2025 report and noted that they responded to 57 calls, of which 70% were medical, 13 of them being intent, and the others falling somewhere in there.

Cielocha stated that they received 8 applicants for the Fire Department, and now they will have an interview with him to see which ones get recommended for probationary hire.

1 Cielocha noted that they received the final bids for the Fire station floors, and he will bring them to
2 the Council in July.

3 Erkel asked what the percentage of applicants were kept after the one-on-one interviews. Cielocha
4 stated that he does not have that number, and this will be his first opportunity to conduct this. Look
5 noted that they also do a background check.

6 **Informational; no action required.**

7 **4.0 C Public Hearing: Off-Sale Liquor License for Last Stop Liquor (formerly Wayne's Liquor), New Owner**
8 Look stated that this is a public hearing regarding an Off-Sale Liquor License for Last Stop Liquor. Look
9 noted that at the conclusion and close of the public hearing, the Council will be requested to consider
10 the approval of an Off-Sale Liquor License for Last Stop Liquor, Inc. located at 21340 Aberdeen Street
11 NE.

12 Look stated that the applicant is the new owner of the property, which previously held an identical
13 license. All application materials, completed background checks, and fees have been submitted for
14 the Off-Sale Liquor License.

15 Anderson opened the public hearing at 7:13 p.m.

16 Anderson closed the public hearing at 7:13 p.m.

17 **Mundle stated I'll make a motion to approve an Off-Site Liquor License for Last Stop Liquor, Inc.**
18 **dba: Last Stop Liquor located at 21340 Aberdeen Street NE. Miller stated I'll second.** Anderson
19 asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson asked any opposed?
20 That motion passes. **Motion passes unanimously.**

21 **5.0 Public Forum**

22 Erkel stated that her comments regarding the murders and murder attempts were made after seeing
23 a series of different posts. Erkel stated that she was worried that political retaliation might occur;
24 unfortunately, her message did not come across as she intended. She made it clear that she never
25 once threatened anyone and was investigated by the authorities.

26 Erkel stated that the messages she and her family have received are unacceptable. Erkel stated that
27 she will not respond to cold, cruel insults that come to her.

28 Diana Saenger stated that regarding item 8 on the agenda, she thanked the Planning staff and
29 development team. She stated that she is looking for Council approval for an accessory unit.

30 Kevin Lewis stated that it is good to see what they are doing regarding having a Resolution on the
31 agenda to discuss and get to the end of the matter regarding Mundle Sr. Mr. Lewis also stated that he
32 knows Erkel is a good person and tougher than nails, he wants people to realize that Erkel's heart was
33 nowhere near what people are accusing her of.

34 Tammy Gimpl stated that they do have a 6-horse IUP, and they are going to have 6 horses. Ms. Gimpl
35 stated that she can provide her 6-horse IUP.

36 Ms. Gimpl discussed her history with Look and specific emails that were sent out in 2024.

37 Denise Lashinski called attention to Erkel using her second term to harm the reputation of East
38 Bethel. Ms. Lashinski also asked where the original contract with BDM is, where the meeting minutes
39 where this was discussed can be found, and thanked Mundle for his continued professionalism.

1 Jennifer Bloomquist discussed the contents of Erkel’s social media post and stated that her public
2 communications should be held to a higher standard because they reflect on the community as a
3 whole. Ms. Bloomquist stated that the Council could benefit from a media literacy course.

4 Christine Dahlman stated that Ms. Gimpl is trying to drag this out. Ms. Dahlman stated that IUPs are
5 on file at the Courthouse, and her 6-horse IUP is nowhere to be found.

6 Brian Mundle Sr. presented a synopsis of a purchase agreement for the money that BDM has
7 contributed to the East Bethel budget. Mundle Sr. stated that they pay \$438,000 per year to Anoka
8 County, and another \$207,000 will be given to the City Budget when the next 38 homes are
9 completed.

10 Mr. Mundle Sr. stated that he has overpaid \$25,000 to the City. Mr. Mundle Sr. asked where the
11 interest was for the \$2,000 deposits that he was paying.

12 Linda Linder stated that she came to the public forum last year asking for help with her green algae
13 pond across from her home, and nothing was ever done about it, so she is coming back to ask for
14 help again from the new Mayor.

15 **6.0 Consent Agenda**

16 Item A: Approve Bills

17 Item B: Approve Meeting Minutes June 9, 2025 City Council Work Meeting

18 Item C: Approve Meeting Minutes, June 9, 2025 City Council Meeting

19 Item D: Approve Meeting Minutes May 28, 2025 City Council Work Meeting

20 Item E: Resolution 2025-38, Approving Temporary Liquor License for SFYHA Event

21 Item F: Approve Tobacco License Application: Last Stop Liquor, New Owner

22 Item G: Successful Completion of Probationary Period – Paid On-Call Fire Fighter

23 Item H: Accept Recommendation to Appoint Kristina Pagnac to the Planning Commission

24 Mundle requested to pull Item H.

25 **Erkel stated I’ll make a motion to approve Consent Agenda as amended. Mundle stated I’ll second.**
26 Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson asked any
27 opposed? That motion passes. **Motion passes unanimously.**

28 **6.0 H Accept Recommendation to Appoint Kristina Pagnac to the Planning Commission**

29 Mundle asked to know why the Council is not going with the Planning Commission's recommendation
30 of appointing both of the applicants.

31 Smith stated that his concern with Mr. Holmes is that he is badmouthing the Council in his emails.

32 Miller stated that he has the same opinion as Mr. Holmes; he cannot justify putting someone on the
33 Planning Commission who has called him and other Council members a liar to try to be transparent.

34 Erkel stated that she was not going to vote for Mr. Holmes because she researched his history on the
35 Planning Commission, and he was Chair when he indebted the City to millions of dollars for the water
36 sewer system.

37 Eldon Holmes stated that he does not know what Smith’s problem is, and Smith has always been
38 against him. Mr. Holmes wants to know the numerous reasons why Smith is against his appointment.

39 **Miller stated I’ll make a motion to approve the appointment of Kristina Pagnac to the Planning**
40 **Commission. Erkel stated I’ll second.** Anderson asked any discussion? To the motion, all in favor say
41 aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

1 **Miller stated I'll make a motion to deny the appointment of Eldon Holmes to the Planning**
 2 **Commission. Smith stated I'll second.** Anderson asked any discussion? To the motion, all in favor
 3 say aye. **Erkel, Anderson, Miller, Smith - Aye.** Anderson asked any opposed? **Mundle – Nay.** That
 4 motion passes. **Motion passes.**

5 Mr. Holmes gave Look the Planning Commission Agenda for the June 24, 2025, meeting.

6 **7.0 New Business. Commission, Association, and Task Force Reports**

7 **7.0 A Planning Commission**

8 None.

9 **7.0 B Economic Development Authority**

10 None.

11 **7.0 C Park Commission**

12 None.

13 **8.0 Department Reports**

14 **8.0 A Community Development**

15 **8.0 A.1 Site Plan Review: Detached Accessory Structure on Vacant Lot**

16 Gerard stated that James and Diana Saenger have applied for a Site Plan to allow a detached
 17 accessory structure to be constructed as a principal structure on a vacant parcel adjacent to their
 18 property at 447 Dogwood Road NE.

19 Gerard noted that the property is zoned and guided Coon Lake and is within the Shoreland Overlay
 20 District.

21 Gerard stated that the applicant acquired the eastern portion of the lot from the City in January 2024
 22 and combined lots to create a 1.54-acre parcel. Gerard added that the vacant parcel cannot be
 23 combined with the parcel where the applicant resides, as the parcels are divided by Longfellow Drive.

24 Gerard stated that the applicant is seeking approval from the City Council to construct an accessory
 25 structure on this vacant lot as the principal use.

26 Gerard noted that the applicant intends to build a 30 x 48-foot garage on the northern portion of the
 27 lot with a driveway extending to Cedar Road.

28 Gerard stated that staff has found that the proposed structure meets the Ordinance standards for
 29 accessory structures in this zoning district.

30 **Erkel stated I'll make a motion to adopt Resolution 2025-39, approving a site for a detached**
 31 **accessory structure as a principal use on a vacant lot on a property located east of Cedar Road NE**
 32 **and south of Longfellow Drive NE (PIN: 36-33-23-31-0010). Miller stated I'll second.** Anderson asked
 33 any discussion?

34 Erkel stated that multiple people have one garage structure on their property, and she does not think
 35 one person should be denied one if others have it.

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

38 **8.0 B Engineer Report**

39 None.

40 **8.0 C City Attorney**

1 None.

2 **8.0 D Finance**

3 None.

4 **8.0 E Public Works**

5 None.

6 **8.0 F Fire Department**

7 None.

8 **8.0 G City Administrator Report**

9 None.

10 **9.0 – Other Items**

11 **9.0 A Staff Report**

12 Look gave a Legislative update and stated they were not successful in their bonding request for the
13 water tower, water treatment, piping, etc.

14 Look stated that they have a lot of old files in the vault that need to be transferred over to digital.
15 They have an intern who is interested and will be coming in to interview and asked for any volunteers
16 to reach out. They will also set up a process for getting these into a digital format.

17 Look updated that the Senior Center locks have been completed, and the HVAC was installed in the
18 City Hall.

19 Look stated that Frost figured out how to stop the clicking from occurring during the Council
20 meetings.

21 **9.0 B Council Reports**

22 Smith stated that he has known Erkel for years, and the things she said were taken out of context.

23 Erkel stated that the Seniors meet every third Thursday at 10:30 a.m. Erkel noted that there will be a
24 bake sale and pancake breakfast to go along with Booster Day. Erkel also asked if a liquor license
25 could be added to a future agenda or work meeting.

26 Erkel noted that Joan Major was awarded the Lions Lifetime Achievement Award.

27 Mundle noted that Booster Day is coming up on July 19, 2025, and highlighted things that will be
28 occurring that day.

29 **9.0 C Other**

30 None.

31 **10.0 Adjourn**

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

34 Meeting adjourned at 8:10 p.m.

35 Submitted by:

36 Lilian Rokosz

37 *TimeSaver Off Site Secretarial, Inc.*

**CITY OF EAST BETHEL
POSITION DESCRIPTION**

Job Description Title: Public Works Park and Street Lead Technician	FLSA Status: Non-Exempt/Union/Essential
Department/Division: Public Works	Position Status: Regular Full-Time
Accountable To: Public Works Manager	Salary Grade: Per Union Agreement / Grade 7
Prepared By: City Administrator	Date: January 1, 2026

Position Summary:

Performs all functions of a Public Works Maintenance Technician including general routine and skilled maintenance of public streets, rights-of-way, parking lots, parks, ice arena and all other municipal-related facilities and/or equipment. Assists the Public Works Manager in coordinating and directing the department's operations and staff. Manages day to day operation of the Ice Arena. This is a working lead position with the majority of the time spent in the field.

Scope of Responsibility:

Under the supervision of the Public Works Manager, this position performs the daily tasks and special assignments required for the operations and maintenance of all publicly owned infrastructure and equipment. The Park and Street Lead Technician provides crew level leadership in the routine to skilled maintenance work of city parks, grounds, cemeteries, ice arena, buildings, vehicles, equipment, streets, and performs related duties as required.

Essential Duties and Responsibilities:

1. Perform labor-related duties required to maintain the public works system.
2. Operates light and heavy equipment used in maintaining the public works system.
3. On a daily basis assist in the planning and supervising of work crews.
4. Prepare daily reports of work performed.
5. Assist in monitoring work crew and operations to ensure compliance with applicable laws, regulations, rules, policies, and ordinances.
6. On a continuous basis monitor and direct work crews in the use of safety equipment and safety procedures.
7. Assist in the planning of street/park improvements and maintenance.
8. Assist in determining equipment needed to perform street/park maintenance and preparing specifications.
9. Assist in the supervision and coordination of City contractors and vendors.
10. Assist in addressing citizen questions and concerns.
11. Assist in NPDES and MS4 inspections and compliances
12. Perform other related duties as directed by the Public Works Manager.

Ice Arena Operation and Responsibilities:

1. Assists with hiring of seasonal arena staff.
2. Oversees scheduling, training, and supervision of seasonal arena staff.
3. Schedules and invoices ice rentals and dry floor events.
4. Schedules and designates locker room assignments.
5. Operates ice resurfacing equipment and ensures ice is ready and safe for use.
6. Establishes standards for daily maintenance/cleaning and a preventive maintenance program for the building and equipment.
7. Assists with identifying and prioritizing Capital Improvement Projects for the arena.
8. Maintains buildings electrical, HVAC, and plumbing systems.

- 9. Ensures all necessary safety and environmental documentation is adhered to and recorded.
- 10. Responds to and resolves customer complaints, problems, or inquiries in a timely and professional manner.

Minimum Qualifications:

- Working knowledge of the safe use of department equipment.
- Working knowledge of tools, methods, operations, and materials used in public works maintenance.
- Working knowledge of the occupational hazards and safety precautions necessary to perform manual and maintenance work with the street, water, and sewer systems.
- Considerable skill in operating equipment for snow removal, sanding, and sweeping city streets.
- Working knowledge of Ice Arena operations and cooling equipment.
- Working skill in building maintenance, welding, and painting.
- Considerable ability to perform street maintenance and repair.
- Considerable ability to lift and carry heavy objects (up to 50 pounds), crawl, stand, bend, reach, climb ladders, and manipulate tools and objects requiring manual dexterity.
- Considerable ability to maintain equipment and vehicles, record information, and to follow a preventive maintenance program.
- Considerable ability to read meters and gauges and be able to detect when problems are occurring, and respond appropriately.
- Working ability to communicate effectively with other City employees and the general public.
- Working ability to work independently and to prioritize work.
- High school diploma or GED.
- Ability to lift up to 50 - 100 pounds.
- Possession of a valid Minnesota Class A Commercial Driver's License with clean driving record.
- Possession of Minnesota Department of Health Class C Water Operator Certificate or higher.
- Must be able to report to the Public Works maintenance building within one hour of being notified.

Physical Demands & Working Conditions:

Ability to meet the physical demands of the job including: standing, sitting, walking, lifting, pushing and pulling, carrying, climbing, kneeling (bending leg at knee and resting on knee), crawling, crouching, bending at waist, reaching, grasping objects, repetitive hand motion, use of arm muscles over extended periods, use of leg muscles over extended periods, overhead work, stationary desk or bench work with neck bent forward.

Approved by:

_____ Date _____
City Administrator

**CITY OF EAST BETHEL
POSITION DESCRIPTION**

Job Description Title: Public Works Utility and Street Lead Technician	FLSA Status: Non-Exempt/Union/Essential
Department/Division: Public Works	Position Status: Regular Full-Time
Accountable To: Public Works Manager	Salary Grade: Per Union Agreement / Grade 7
Prepared By: City Administrator	Date: January 1, 2026

Position Summary:

Performs all functions of a Public Works Maintenance Technician including general routine and skilled maintenance of utilities, public streets, rights-of-way, parking lots, parks, ice arena and all other municipal-related facilities and/or equipment. Assists the Public Works Manager in coordinating and directing the department's operations and staff. This is a working lead position with the majority of the time spent in the field.

Scope of Responsibility:

Under the supervision of the Public Works Manager, this position performs the daily tasks and special assignments required for the operations and maintenance of all publicly owned infrastructure and equipment. The Utility and Street Lead Technician provides crew level leadership in the routine to skilled maintenance work of the water supply system, sanitary sewer collection system, city parks, grounds, cemeteries, ice arena, buildings, vehicles, equipment, streets, and performs related duties as required.

Essential Duties and Responsibilities:

1. Perform labor-related duties required to maintain the public works system.
2. Operates light and heavy equipment used in maintaining the public works system.
3. Assist in the planning and supervising of work crews.
4. Prepare daily reports of work performed.
5. Locate, identify and mark distribution system facilities, including valves, water and sanitary lines along with any required reporting.
6. Operate and maintain the water treatment and distribution system along with any required reporting.
7. Operate and maintain the sanitary sewer collection system along with any required reporting.
8. Assist in monitoring work crew and operations to ensure compliance with applicable laws, regulations, rules, policies, and ordinances.
9. Monitor and direct work crews in the use of safety equipment and safety procedures.
10. Assist in the planning of utility improvements and maintenance.
11. Assist in determining equipment needed to perform utility maintenance and preparing specifications.
12. Assist in the supervision and coordination of City contractors and vendors.
13. Assist in addressing citizen questions and concerns.
14. Assist in NPDES and MS4 inspections and compliances
15. Perform other related duties as directed by the Public Works Manager.

Minimum Qualifications:

- Working knowledge of the safe use of department equipment.
- Working knowledge of tools, methods, operations, and materials used in public works maintenance.
- Working knowledge of the occupational hazards and safety precautions necessary to perform manual and maintenance work with the street, water, and sewer systems.
- Considerable skill in operating equipment for snow removal, sanding, and sweeping city streets.
- Working skill in building maintenance, welding, and painting.
- Considerable ability to perform street maintenance and repair.
- Considerable ability to lift and carry heavy objects (up to 50 pounds), crawl, stand, bend, reach, climb ladders, and manipulate tools and objects requiring manual dexterity.
- Considerable ability to maintain equipment and vehicles, record information, and to follow a preventive maintenance program.
- Considerable ability to read meters and gauges and be able to detect when problems are occurring, and respond appropriately.
- Working ability to communicate effectively with other City employees and the general public.
- Working ability to work independently and to prioritize work.
- High school diploma or GED.
- Ability to lift up to 50 - 100 pounds.
- Possession of a valid Minnesota Class A Commercial Driver's License with clean driving record.
- Possession of Minnesota Department of Health Class C Water Operator Certificate **or higher.**
- Possession of Minnesota Pollution Control Agency Class **S-C** Wastewater Certificate **or higher.**
- Must be able to report to the Public Works maintenance building within one hour of being notified.

Physical Demands & Working Conditions:

Ability to meet the physical demands of the job including: standing, sitting, walking, lifting, pushing and pulling, carrying, climbing, kneeling (bending leg at knee and resting on knee), crawling, crouching, bending at waist, reaching, grasping objects, repetitive hand motion, use of arm muscles over extended periods, use of leg muscles over extended periods, overhead work, stationary desk or bench work with neck bent forward.

Approved by:

_____ Date _____
City Administrator

St. Croix Recreation Fun Playgrounds INC.
 1826 Tower Dr W
 Stillwater, MN 55082-7597 USA
 6514301247
 hannah@stcroixrec.com



Estimate

ESTIMATE # 7724

DATE 06/09/2025

EXPIRATION DATE 07/15/2025

ADDRESS
 CITY OF EAST BETHEL
 ATTN: NATE
 2375 221ST AVE.
 EAST BETHEL, MN 55011

SHIP TO
 City of East Bethel
 Attn: Delivery Contact
 2375 221 St Ave.
 East Bethel, MN 55011

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SHIP VIA
 Less Than Truckload

SALES REP
 Mike Basich

ACTIVITY	QTY	RATE	AMOUNT
BCI 550-0206 ZIP VENTURE - 100' Length - Colors TBA User Capacity: 1 Weight: 1392 lbs. Select ColorsP: 1 Color Flat Panels Accessories Posts Platform & Stair PVC	1	19,031.00	19,031.00
STATE CONTRACT STATE CONTRACT #218090	19,031	-0.04	-761.24

Lead time
 Lead time estimate 10-12 weeks; ship date based on inventory at time of order.

Freight
 Freight quotes currently only valid for 15 days.
 Quote based on information currently listed on estimate. Modifications to delivery address, contact or offloading capability must be made prior to order. If made after order is placed, surcharges may apply.

MATERIAL ITEMS AS QUOTED ARE GOOD FOR 30 DAYS. FREIGHT QUOTES ARE GOOD FOR 15 DUE TO FUEL UNCERTAINTIES. SALES TAX SUBJECT TO CHANGE. ADD IF NOT TAX EXEMPT OR SUPPLY EXEMPTION CERTIFICATE IF NOT ON FILE. PAYMENT TERMS ARE NET 30 DAYS UNLESS OTHERWISE NOTED. FAILURE TO PAY IN A TIMELY MANNER WILL BE SUBJECT TO INTEREST AT A RATE OF 1.5%/MONTH OR 18% ANNUALLY.

SUBTOTAL	18,269.76
TAX (0%)	0.00
SHIPPING	989.01
TOTAL	\$19,258.77

*LEAD TIMES AND SHIPPING DATES ARE BASED ON CURRENT INVENTORY. PLEASE BE PATIENT AS OUR VENDORS NAVIGATE SUPPLY CHAINS & NATIONAL SHORTAGES.

**FOR BIDDING CONTRACTORS & SUPPLIERS: ST CROIX RECREATION IS NOT LIABLE FOR INTERPRETATION OF PROJECT

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. **Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract**

BIDS, DRAWINGS OR ADDENDA. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY ACCURACY OF MODEL NUMBER(S), DESCRIPTION(S), QUANTITY AND COLOR(S) DIRECTLY WITH END USER

Accepted By

Accepted Date

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. **Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract**



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 QT 95337

**** QUOTATION ****

Ship To:	Cust: 3227	Phone:	Bill To:	Phone:
EAST BETHEL, CITY OF			EAST BETHEL, CITY OF	
2241 - 221ST AVE NE			2241 - 221ST AVE NE	
EAST BETHEL	MN 55011	USA	EAST BETHEL	MN 55011

ATTN: TIM MEYENBURG 763-439-6632

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/04/25	4/04/25	0/00/00

Serial No.	Qty	Part No.	Description	Price Ea.	Net Amt.
	1	9901581	Installation of Pickup Liftgate	\$1,213.00	\$1,213.00
	1	9906496	Installation of Optional light kit	\$607.00	\$607.00
	1	9906472	Lift Gate MAXON C2-60-1542 EA27 FS Pickup 55" x 27" + 6" AL	\$3,435.00	\$3,435.00
	**NOTE: PLATFORM IS ALUMINUM CONSTRUCTION				
	1	9906495	Lift Gate MAXON Option Rubber Bumpers Kit, 4 on 1 pc platform, 6 on 2 pc	\$34.00	\$34.00
	1	9906494	Lift Gate MAXON Option 2 Light Surface Mount Kit, 2 red, 2 white ea side, combined	\$304.00	\$304.00
	1	9906492	Lift Gate MAXON Option Hot Dip Galvanizing of Lift Gate (No Extra Charge)		
	**NOTE: Hot dip galvanizing of carbon steel components. Excludes Aluminum platforms, Tread-plate platforms, cylinders and power components.				

Price: \$5,593.00

Total Discounts:

Net Cost: \$5,593.00

Freight

Total: \$5,593.00

Accepted by _____

Date _____

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

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



Date: July 14, 2025

Agenda Item Number: 6.0 G

Request: Consider approval of the renewal of a Home Occupation Interim Use Permit (IUP) for firearms sale on a property located at 23026 3rd St. NE (City File 25-021).

Background/Context

On July 1, 2025, the City received an application from Michael Kline for an IUP renewal for his firearms sale home occupation, The Sporting Innovators Inc., on a property owned located at 23026 3rd St. NE. An IUP is required for any home occupation requiring federal oversight within East Bethel. This IUP was first issued in July 2019 was renewed most recently in June 2022.

The property is guided Rural Residential and zoned RR – Rural Residential. The properties to the north, south, and east are guided and zoned the same. The properties to the west are within the City of Saint Francis.

Planning Commission and Previous City Council Review

The Planning Commission reviewed the item and held a public hearing on June 25, 2019. The Planning Commission voted to recommend granting the IUP request. The City Council approved the IUP on July 22, 2019, and an IUP renewal was approved by the City Council on June 27, 2022.

Analysis

Since issuing the Home Occupation IUP for this property in 2019, the City has not received any complaints regarding the home occupation. The applicant has an active Federal Firearms License from the Bureau of Alcohol, Tobacco, Firearms, and Explosives and is currently seeking renewal of this license. The applicant will provide updated proof of licensure to City staff. In his renewal application, the applicant has shown that he meets all of Ordinance requirements established in Section 10.19 of the Zoning Code.

Summary

Staff has found the application to renew an IUP for the sale of firearms meets the standards established in Section 10.19 of the Zoning Code. Staff finds that the request meets the intent of the City Code, and the applicant has successfully operated this home occupation without receiving complaints throughout the duration of his IUP.

City Council Recommendation

Move to adopt the resolution approving the home occupation IUP renewal for the sale of firearms on the property located at 23026 3rd St. NE.

Attachments:

1. Resolution of Approval for the IUP Renewal
2. 2019 IUP Approval Agreement
3. 2022 IUP Renewal Resolution
4. Current Federal Firearms License

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

RESOLUTION NO. 2025-40

A RESOLUTION **GRANTING** AN INTERIM USE PERMIT RENEWAL FOR THE OPERATION OF A HOME OCCUPATION FOR THE SALE OF FIREARMS ON PROPERTY LOCATED AT 23026 3rd ST NE. (PIN 31-34-23-33-0007), DBA THE SPORTING INNOVATORS, INC.

LOT 6 BLOCK 1 EAGLE RIDGE, ANOKA COUNTY, MINNESOTA.

WHEREAS, Planning Commission held a public hearing on June 25, 2019 at which all interested parties had the opportunity to be heard. Planning Commission recommended the approval of the interim use permit request.

WHEREAS, City Council approved the initial interim use permit for a home occupation for the sale of firearms at 23026 3rd St. NE on July 22, 2019; and,

WHEREAS, City Council approved a renewal of the interim use permit for a home occupation for the sale of firearms at 23026 3rd St. NE on June 27, 2022; and,

WHEREAS, the City of East Bethel has received no code compliance complaints pertaining to the interim use permit on this property.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the interim use permit renewal to allow for the home occupation for the sale of firearms at the property located at 23026 3rd St. NE with the following conditions:

1. No more than three persons, at least one of whom shall reside within the principal dwelling, shall work at the home occupation site.
2. No traffic shall be generated by any home occupation in a significantly greater volume than would normally be expected from a single-family residence.
3. Any sign associated with the home occupation shall be in compliance with the East Bethel Sign Ordinance.
4. The home occupation shall not generate hazardous waste unless a plan for off-site disposal of the waste is approved. Documentation from MPCA or Anoka County Environmental Services regarding hazardous waste generation is required.
5. A home occupation at a dwelling with an on-site sewage treatment system shall only generate normal domestic household waste unless a plan for off-site disposal of the waste is approved.
6. The home occupation shall not constitute, create, or increase a nuisance to the criteria and standards established in the City Code.

7. There shall be no outdoor display or storage of goods, equipment, or materials for the home occupation.
8. Parking needs generated by the home occupation shall be provided on-site.
9. The area set aside for the home occupation in the principal structure shall not exceed 50 percent of the gross living area of the principal structure.
10. There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, or any other nuisance resulting from the home occupation.
11. The area set aside for the home occupation in the attached or detached accessory structures or garages shall not exceed total accessory structure space.
12. Applicant is required to follow all local building and fire codes.
13. The Interim Use Permit shall only be valid as long as the Applicant maintains his Federal Firearms License.
14. The Interim Use Permit shall be for a period of three years.
15. The applicant may request a renewal of the IUP.

Adopted by the City Council of the City of East Bethel on this 14th day of July, 2025.

CITY OF EAST BETHEL

ATTEST:

Ardie Anderson, Mayor

Matt Look, City Administrator

CITY OF EAST BETHEL
ANOKA COUNTY, MINNESOTA
INTERIM USE PERMIT (IUP) AGREEMENT

Dated: July 22, 2019

Property Owner/ Applicant: Michael Kline
23026 3rd St NE
East Bethel, MN 55005

Parcel Location: 23026 3rd St NE
East Bethel, MN 55005

Parcel Number: 25-33-23-24-0014

Present Zoning District: RR- Rural Residential

Acres: 10.2 Acres

IUP REQUEST: approval of a Home Occupation for the sale of firearms as allowed by the Class 01 Federal Firearms License issued to Michael Kline dba The Sporting Innovators, Inc. at 23026 3rd St NE, East Bethel, MN 55005.

PLANNING COMMISSION ACTION

A public hearing was held on June 25, 2019 at which all interested parties had the opportunity to be heard. Planning Commission recommended approval of the IUP request.

CITY COUNCIL ACTION

The City Council considered the matter at its meeting on July 22, 2019 and approved the IUP request with conditions.

DECISION

The City Council hereby grants the IUP for a home occupation located at 23026 3rd St NE, East Bethel, MN 55005, PIN 31-34-23-33-0007 subject to the following conditions:

CONDITIONS AND REQUIREMENTS

1. No more than three persons, at least one of whom shall reside within the principal dwelling, shall work at the home occupation site.
2. No traffic shall be generated by any home occupation in a significantly greater volume than would normally be expected from a single-family residence.

3. Any sign associated with the home occupation shall be in compliance with the East Bethel Sign Ordinance.
4. The home occupation shall not generate hazardous waste unless a plan for off-site disposal of the waste is approved. Documentation from MPCA or Anoka County Environmental Services regarding hazardous waste generation is required.
5. A home occupation at a dwelling with an on-site sewage treatment system shall only generate normal domestic household waste unless a plan for off-site disposal of the waste is approved.
6. The home occupation shall not constitute, create, or increase a nuisance to the criteria and standards established in this ordinance.
7. There shall be no outdoor display or storage of goods, equipment, or materials for the home occupation.
8. Parking needs generated by the home occupation shall be provided on-site.
9. The area set aside for the home occupation in the principal structure shall not exceed 50 percent of the gross living area of the principal structure.
10. There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, or any other nuisance resulting from the home occupation.
11. The area set aside for the home occupation in the attached or detached accessory structures or garages shall not exceed total accessory structure space.
12. Applicant is required to follow all local building and fire codes.
13. The Interim Use Permit shall only be valid as long as Applicant maintains his Federal Firearms License.
14. The Interim Use Permit shall be for a period of three years.
15. The applicant may request a renewal of the IUP.

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

RESOLUTION NO. 2022-41

A RESOLUTION **GRANTING** AN INTERIM USE PERMIT (IUP) FOR THE OPERATION OF A HOME OCCUPATION DBA THE SPORTING INNOVATORS, INC. FOR THE SALE OF FIREARMS, LOCATED AT 23026 3rd STREET NE, PIN 31-34-23-33-0007, LEGALLY DESCRIBED AS:

LOT 6, BLOCK 1, EAGLE RIDGE, ANOKA COUNTY, MINNESOTA.

WHEREAS, the City Council approved the original IUP 19-05 on July 22, 2019 for a term of three (3) years;

WHEREAS, the original IUP expires on July 22, 2022; and,

WHEREAS, there have been no complaints filed against the property for the home occupation and all previous conditions have been met.

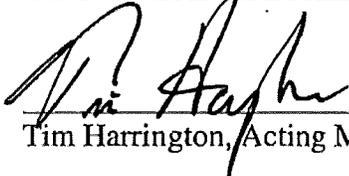
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the interim use permit renewal to allow for the home occupation for the sales of firearms at the property located at 23026 3rd Street NE with the following conditions:

1. No more than three persons, at least one of whom shall reside within the principal dwelling, shall work at the home occupation site.
2. No traffic shall be generated by any home occupation in a significantly greater volume than would normally be expected from a single-family residence.
3. Any sign associated with the home occupation shall be in compliance with the East Bethel Sign Ordinance.
4. The home occupation shall not generate hazardous waste unless a plan for off-site disposal of the waste is approved. Documentation from MPCA or Anoka County Environmental Services regarding hazardous waste generation is required.
5. A home occupation at a dwelling with an on-site sewage treatment system shall only generate normal domestic household waste unless a plan for off-site disposal of the waste is approved.
6. The home occupation shall not constitute, create, or increase a nuisance to the criteria and standards established in this ordinance.
7. There shall be no outdoor display or storage of goods, equipment, or materials for the home occupation.
8. Parking needs generated by the home occupation shall be provided on-site.
9. The area set aside for the home occupation in the principal structure shall not exceed 50 percent of the gross living area of the principal structure.

10. There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, or any other nuisance resulting from the home occupation.
11. The area set aside for the home occupation in the attached or detached accessory structures or garages shall not exceed total accessory structure space.
12. Applicant is required to follow all local building and fire codes.
13. The Interim Use Permit shall only be valid as long as Applicant maintains his Federal Firearms License.
14. The Interim Use Permit shall be for a period of three years.
15. The applicant may request a renewal of the IUP.

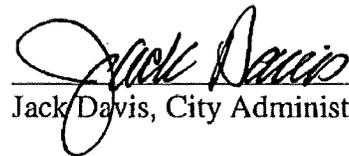
Adopted by the City Council of the City of East Bethel on this 27th day of June, 2022.

CITY OF EAST BETHEL



Tim Harrington, Acting Mayor

ATTEST



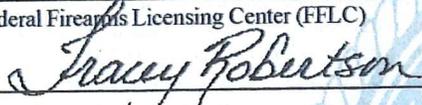
Jack Davis, City Administrator



Federal Firearms License (18 U.S.C. Chapter 44)

ATF Form 8 (5310.11)
Revised October 2011

accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51.** See "WARNINGS" and "NOTICES" on reverse.

Chief, ATF Correspondence To ATF - Chief, FFLC FFLC@atf.gov 1-866-662-2750	License Number 
Chief, Federal Firearms Licensing Center (FFLC) 	Expiration Date September 1, 2025
Name THE SPORTING INNOVATORS, INC.	

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)

**23026 3RD ST NE
EAST BETHEL, MN 55005-**

Type of License

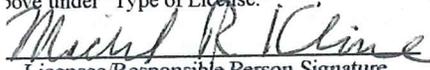
01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement

The licensee named above shall use a copy of this license to assist a transferee of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A scanned, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Mailing Address (Changes? Notify the FFLC of any changes.)

**THE SPORTING INNOVATORS, INC.
THE SPORTING INNOVATORS, INC.
23026 3RD ST NE
EAST BETHEL, MN 55005-0000**


 Licensee/Responsible Person Signature
 Michael R Kline
 Printed Name

CEO
 Position/Title
 8-24-22
 Date

ATF Form 8 (5310.11)
Revised October 2011

Previous Edition is Obsolete

THE SPORTING INNOVATORS, INC. 23026 3RD ST NE 55005-3-41-003-01-5J-05739-September 1, 2025-01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC)
44 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (866) 662-2750
Toll-free Fax Number: (866) 257-2749
E-mail: FFLC@atf.gov

ATF Homepage: www.atf.gov
FFL eZ Check: www.atfonline.gov/fflezcheck

Change of Address (27 CFR 478.52). Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. (The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)

Right of Succession (27 CFR 478.56). (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here ✂

Federal Firearms License (FFL) Information Card	
License Name:	THE SPORTING INNOVATORS, INC.
Business Name:	THE SPORTING INNOVATORS, INC.
License Number:	
License Type:	01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES
Expiration:	September 1, 2025
Please Note: Not Valid for the Sale or Other Disposition of Firearms.	

FFL Newsletter - Electronic Version Available
Sign-Up Today!
FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FIPB@atf.gov .
The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

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

RESOLUTION 2025-41

**RESOLUTION APPROVING APPLICATION FOR A RAFFLE PERMIT FOR
TVF MN WITH NO WAITING PERIOD**

WHEREAS, TVF MN, a nonprofit organization, has made application for a gambling permit for a raffle to be held on Wednesday, December 31, 2025 at Plow World Power Equipment, 1815 Viking Blvd NE, East Bethel, MN 55011.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA that the gambling permit application for TVF MN for a raffle to be held on Wednesday, December 31, 2025 at Plow World Power Equipment, 1815 Viking Blvd NE, East Bethel, MN 55011 is approved with no waiting period.

Adopted this 14th day of July, 2025 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Arden Anderson, Mayor

ATTEST:

Matt Look, City Administrator

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



Meeting Date: July 14, 2025

Agenda Item Number: 7.1A

Request: Consider a variance request to allow a development monument sign within the 20-foot setback from the public right-of-way for property located at Outlot A of Elevage EB Second Addition (29-33-23-43-0010) (City File 25-019).

Review Deadline: July 29, 2025

Background/Context

The City's discretion in approving or denying a variance is limited to whether or not the proposed project meets the standards set in the Zoning Ordinance for a variance. The City has a high level of discretion with a variance because the burden of proof is on the applicant to show that the variance standards have been met.

On May 30, 2025, the City received an application from Alec Jensen of Elevage Development Group for property identified as Outlot A of Elevage EB Second Addition, to allow for the construction of a development monument sign at the northeast corner of Sandhill Parkway NE and 189th Lane NE. The proposed sign would be located within 20 feet of public right-of-way (ROW), requiring a variance from Section 54-4 Subdivision 2C of the City Code. Additionally, Section 12-1C of the Zoning Ordinance deems outlots unbuildable and prohibits issuance of building permits on outlots without City Council approval.

This property is a 5.61-acre outlot that is zoned and guided MXU – Mixed Use. The adjacent properties are guided and zoned the same. This property is part of the Elevage EB Planned Unit Development (PUD), a 62-acre residential and commercial development east of Highway 65.

The intent of a PUD is to allow flexibility and variation from conventional ordinance standards, though these variations must be specifically approved as part of the PUD. While the site plans submitted during the platting process for Elevage EB Second Addition show an approximate location for the monument sign, the location was not explicitly defined in the PUD Agreement. The Elevage EB Second Addition Developer's Agreement, made effective December 12, 2022, states the Developer shall construct all improvements in accordance with the provisions of the City's Code of Ordinances.

Planning Commission Review

The Planning Commission held a public hearing on this item on June 24, 2025. A member of the development team was present to speak on behalf of the applicant. No one else present to comment during the public hearing. The Planning Commission voted 5-0 to recommend approval of the variance request.

Analysis

According to Section 54-4 Subdivision 2C of the City Code, residential development signs must be located at least 20 feet from the public ROW. Setting the sign back from the ROW reduces the likelihood the sign would need to be removed or relocated if the ROW or easements need to be expanded in the future. The applicant is proposing to locate the sign within the 20-foot setback from the ROW at the northeast corner of Sandhill Parkway NE and 189th Lane NE. Additionally, the Elevage EB Second Addition Final Plat has a utility easement extending 10 feet to the east and 10 feet to the west of the fire hydrant at this corner. Meeting the 20-foot

setback requirements from the ROW and placing the sign outside of the utility easement would locate the sign at least 60 feet from the curb of Sandhill Parkway and 40 feet from the curb of 189th Lane NE, which could limit visibility of the sign.

The applicant provided a site plan showing the proposed location of the sign along with several alternative sites. The applicant has also included architectural drawings of the proposed sign.

Section 4.10 of the Zoning Ordinance establishes standards for review of a variance request. Consideration of a variance requires the following three-factor test for practical difficulties. Economic considerations alone do not constitute a practical difficulty. All three standards must be met in order to grant the variance:

1. *Reasonableness. The property owner proposes to use the property in a reasonable manner not permitted by an official control.*

The applicant is proposing to construct a monument sign for a residential development. The applicant is proposing to locate the monument sign 3 feet from the property line along Sandhill Parkway NE and 4 feet and 10 inches from the property line along 189th Lane NE where a 20-foot minimum setback is required. This location would be 23 feet from the curb of Sandhill Parkway NE and 20 feet from the curb of 189th Lane NE. The sign would be parallel to 189th Lane, allowing for the sign to be visible to drivers going both north and south along Sandhill Parkway NE. The proposed sign location is outside of the 30-foot traffic visibility triangle required by Section 15 of the Zoning Code.

The City Council may find that locating the proposed sign 3 feet from the property line along Sandhill Parkway NE and 4 feet and 10 inches from the property line along 189th Lane NE where a 20-foot setback is required is reasonable because this location allows the sign to be readable by traffic along Sandhill Parkway and remains outside the traffic visibility triangle.

The City Council may find that locating the proposed sign 3 feet from the property line along Sandhill Parkway NE and 4 feet and 10 inches from the property line along 189th Lane NE is not reasonable because this sign may need to be relocated if the ROW or easements would be expanded in the future.

2. *Uniqueness. The plight of the landowner is due to circumstances unique to the property not created by the landowner. The uniqueness generally relates to the physical characteristics of the particular property.*

The applicant provided several examples of alternative locations for the sign and justifications for why these sites are problematic. Staff finds that placing the sign to the south of 189th Lane NE places the sign in close proximity to the wetland and would still not meet setback requirements. Placing the sign at the intersection of Baltimore Street and Sandhill Parkway would require additional grading work or a retaining wall. Placing the sign further into the development limits its visibility from Sandhill Parkway, limiting its effectiveness as a development monument sign.

Additionally, there is a Drainage and Utility Easement located to the east of the proposed sign. The proposed location of the sign maintains the 10-foot utility around the fire hydrant shown on the Final Plat of Elevage EB Second Addition. Maintaining the orientation of the sign while moving it to meet the ROW setback would place the sign in the Drainage and Utility Easement.

The City Council may find that the presence of wetlands, sloping topography, and the drainage and utility easement on this site are unique and justify locating the 3 feet from the property line along Sandhill Parkway NE and 4 feet and 10 inches from the property line along 189th Lane NE where a 20-foot setback is required.

The City Council may find that there are no unique circumstances for this development, and the alternative location along 190th with the additional retaining wall would allow the sign to be located at the required setback.

- 3. Character. A variance would not alter the essential character of the neighborhood. This factor is used to consider whether the resulting structure or improvement will be out of scale, out of place, or otherwise inconsistent with the surrounding area.*

Development monument signs are typical of residential developments of this scale and are commonly placed in locations that are highly visible from the ROW. The proposed location of the sign places it at one of two access points for the development. The scale and design of this sign conforms to the architectural standards of the development and the standards established for signs in Chapter 54-4 of the City Code. The proposed location and orientation of the sign allows it to be readable to drivers traveling north and south along Sandhill Parkway. The proposed sign location does not impede traffic visibility, as it is placed outside of the 30-foot traffic visibility triangle required by Section 15 of the Zoning Code.

The City Council may find that the proposed location of the monument sign is typical of a residential development of this scale and would effectively mark the entrance to this development. It would not be out of scale, out of place, or otherwise inconsistent with the surrounding area.

The City Council may find that the proposed location of the monument sign is out of place for this development and an alternative location may be just as effective at directing traffic to the development.

Summary

In order to grant a variance, the applicant must demonstrate that the request meets all three of the tests for “practical difficulties” including reasonable use of the land, uniqueness of the land that is out of the control of the owner, and that the request would not alter the existing character of the neighborhood. The City Council should evaluate the request based on the application material, contents of the staff report, testimony from the public hearing, discussion, and recommendation provided by the Planning Commission. If the City Council finds one or more of the tests are not met, they must move to deny the variance request.

Staff has provided findings of fact for both approval and denial in the staff report. A draft resolution for approval is provided, as recommended by the Planning Commission, and may be modified to reflect the findings of the City Council. If the Council finds that the variance standards have not been met, they should recommend denial, provide findings and direct staff to bring a denial resolution to the next Council meeting for adoption.

City Council Action

Move to adopt the resolution approving the request for a variance for the placement of a development monument sign within 20 feet of public ROW for property located at Outlot A of Elevage EB Second Addition, as recommended by the Planning Commission.

Attachments:

1. Resolution of approval
2. Location map
3. Elevage EB Second Addition Final Plat
4. Applicant Site plan dated 6/19/2025
5. Applicant Narrative dated 5/29/2025
6. City Engineer's comments dated 6/6/2025
7. Public Works Manager's comments dated 6/12/2025

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

RESOLUTION NO. 2025-42

A RESOLUTION **GRANTING** A VARIANCE FROM CHAPTER 54-4, SUBDIVISION 2 OF THE CITY CODE FOR THE LOCATION OF A DEVELOPMENT MONUMENT SIGN WITHIN 20 FEET OF PUBLIC RIGHT-OF-WAY ON A PROPERTY LOCATED AT THE NORTHEAST CORNER OF SANDHILL PARKWAY NE AND 189TH LANE NE (PIN: 29-33-23-43-0010) LEGALLY DESCRIBED AS:

OUTLOT A ELEVAGE EB 2ND ADDITION

WHEREAS, the applicant, Alec Jensen of Elevage Development Group, requested a variance for the location of a development monument sign 3 feet from the property line along Sandhill Parkway NE and 4 feet and 10 inches from the property line along 189th Lane NE where a 20-foot setback is required within the Elevage EB Planned Unit Development, and;

WHEREAS, the applicant has requested approval to allow a sign structure to be constructed in an unbuildable outlot, and;

WHEREAS, the Planning Commission held a public hearing on June 24, 2025 and recommended approval, and;

WHEREAS, the City finds the request:

1. Is a reasonable request:
 - The proposed location allows the sign to be readable by traffic along Sandhill Parkway and abides by the City's standards for traffic visibility.
 - The approximate location of a development monument sign is shown within the PUD site plans.
2. Is due to circumstances unique to the property, not caused by the landowner;
 - The presence of wetlands, sloping topography, and the drainage and utility easement on this site are unique and limit the possible locations a sign may be placed.
3. Will not have a negative effect on the character of the neighborhood;
 - The proposed location of the monument sign is typical of a residential development of this scale and would effectively mark the entrance to this site. It would not be out of scale, out of place or otherwise inconsistent with the surrounding area.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves a variance from Chapter 54-4, Subdivision 2 of the City Code for the location of a development monument sign on the property identified as Outlot A, Elevage EB Second Addition, subject to the following conditions:

1. A variance is approved to allow a 3-foot setback to the west and 4-foot and 10-inches setback to the south where a 20 foot setback is required for the Elevage EB Second Addition monument sign, in accordance with the plans and application received by the City on May 28, 2025 and additional information received on June 19, 2025, except as amended by this resolution.
2. The City Council authorizes construction of the sign on an outlot, which is typically considered unbuildable by Section 12-1C of the City Code.
3. The applicant obtains a building permit from the City prior to construction of the proposed sign.
4. In the event that the expansion of right-of-way or easements in the sign area would require the removal or relocation of the proposed sign, the Owner shall not be entitled to compensation for the sign, and the sign shall be removed or relocated at the Owner's expense.

Adopted this 14th day of July, 2025 by the City Council of the City of East Bethel

CITY OF EAST BETHEL

ATTEST

Ardie Anderson, Mayor

Matt Look, City Administrator

Outlot A, Elevage EB Second Addition



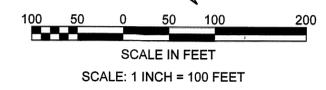
-  Parcels
-  City Mask

1 inch equals 557 feet



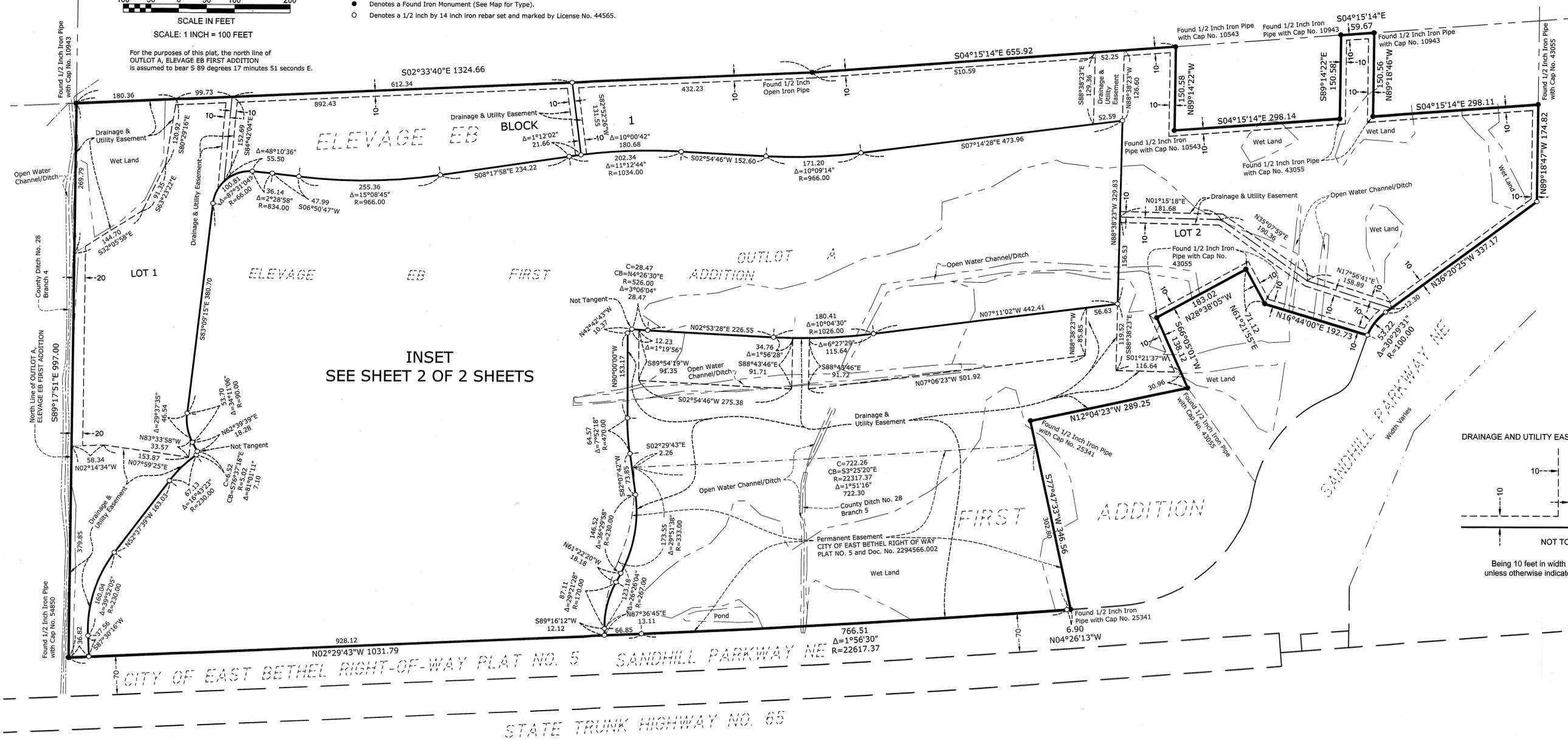
ELEVAGE EB SECOND ADDITION

CITY OF EAST BETHEL
COUNTY OF ANOKA
SECS. 29, 32, T. 33, R. 23

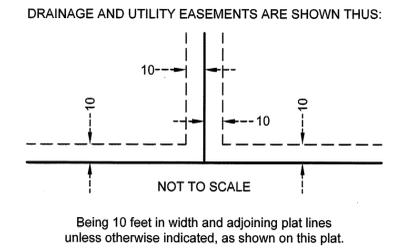


- Denotes a Found Iron Monument (See Map for Type).
- Denotes a 1/2 inch by 14 inch iron rebar set and marked by License No. 44565.

For the purposes of this plat, the north line of OUTLOT A, ELEVAGE EB FIRST ADDITION is assumed to bear S 89 degrees 17 minutes 51 seconds E.



INSET
SEE SHEET 2 OF 2 SHEETS



KNOW ALL PERSONS BY THESE PRESENTS: That Elevage EB Holdings, LLC, a Minnesota limited liability company, owner of the following described property:
OUTLOT A, ELEVAGE EB FIRST ADDITION, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as ELEVAGE EB SECOND ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Elevage EB Holdings, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this 22 day of AUGUST, 2023.

Elevage EB Holdings, LLC
By: [Signature] Its MANAGER

STATE OF MINNESOTA, COUNTY OF ANOKA
This instrument was acknowledged before me this 22 day of AUGUST, 2023, by COREY L. BULSTAD

MANAGER of Elevage EB Holdings, LLC, a Minnesota limited liability company, on behalf of the company.
Wm Collins Notary Public, Signature KELSEY COLLING Notary Public, Printed Name
My Commission Expires: JAN. 31, 2024

Notary Public ANOKA County, MINNESOTA

SURVEYORS CERTIFICATE
I, Rory L. Synstelen do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this 21st day of AUGUST, 2023.

[Signature]
Rory L. Synstelen, Licensed Land Surveyor
Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF RAMSEY
This instrument was acknowledged before me this 21st day of AUGUST, 2023 by Rory L. Synstelen.
[Signature] Cody E. Johnson Notary Public, Printed Name
Notary Public, Signature RAMSEY County, MINNESOTA
My Commission Expires: January 31, 2027

CITY COUNCIL
City Council, City of East Bethel, Minnesota
This plat of ELEVAGE EB SECOND ADDITION was approved and accepted by the City Council of the City of East Bethel, Minnesota at a regular meeting thereof held this 26th day of December, 2022, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of East Bethel, Minnesota
By: [Signature] Mayor
Clerk: Jack Davis

COUNTY SURVEYOR
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this 12th day of September, 2023.

By: [Signature]
David M. Ziegemeier
Anoka County Surveyor

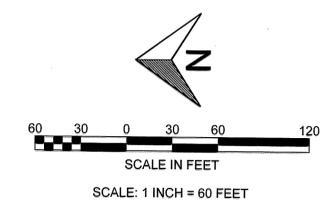
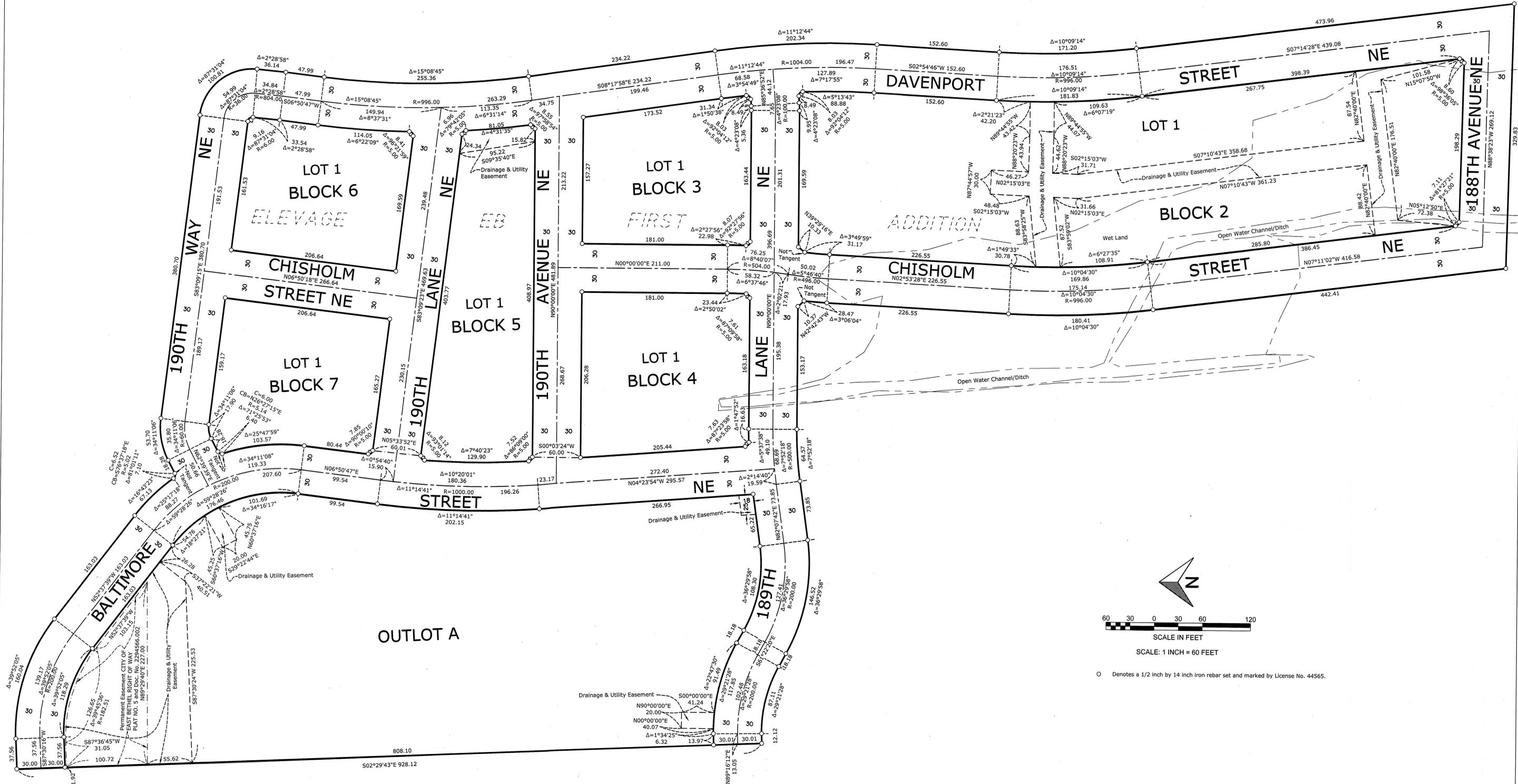
COUNTY AUDITOR/TREASURER
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2023 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this 12 day of September, 2023.

By: [Signature] Property Tax Administrator
By: [Signature] Deputy

COUNTY RECORDER/REGISTRAR OF TITLES
County of Anoka, State of Minnesota

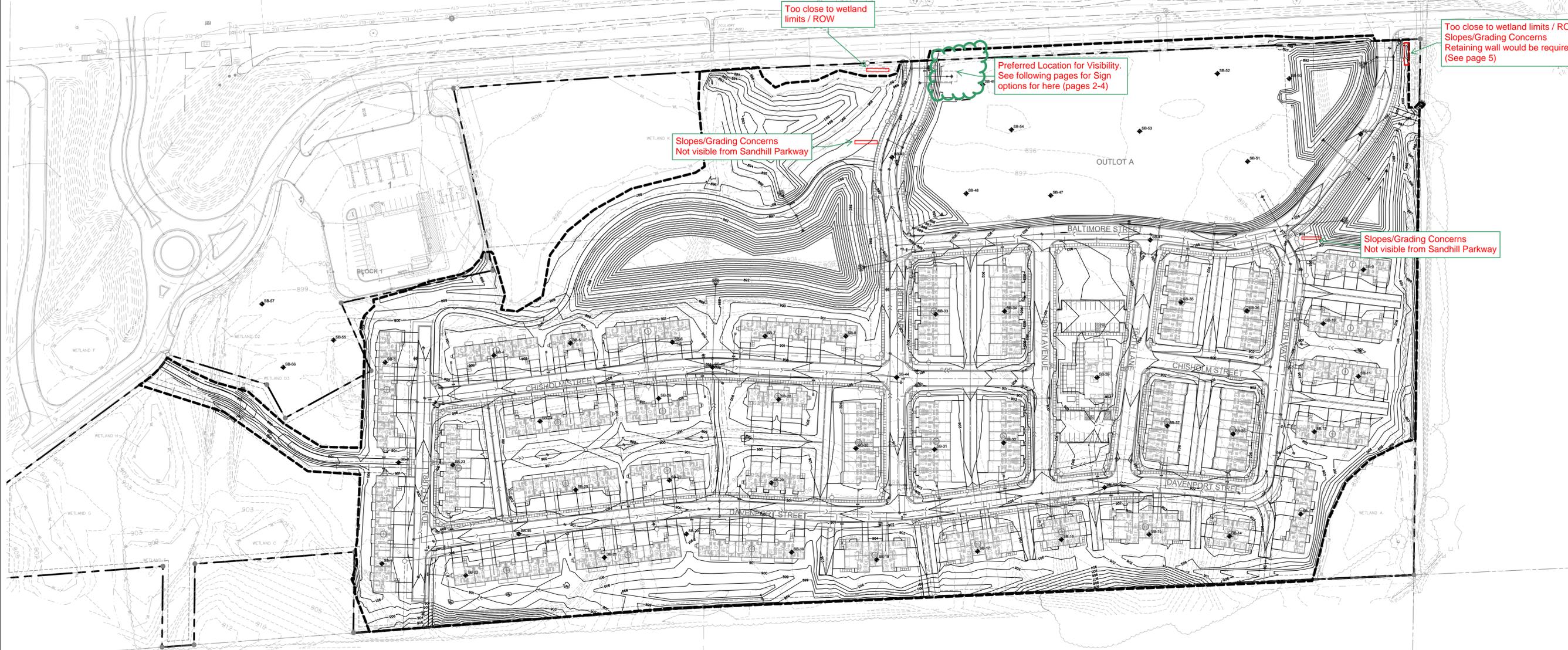
I hereby certify that this plat of ELEVAGE EB SECOND ADDITION was filed in the Office of the County Recorder/Registrar of Titles for public record on this 12 day of September, 2023, at 11:01 o'clock A.M. and was duly recorded as Document Number 2398673.002
By: [Signature] County Recorder/Registrar of Titles
By: [Signature] Deputy

ELEVAGE EB SECOND ADDITION



○ Denotes a 1/2 inch by 14 inch iron rebar set and marked by License No. 44565.

STATE TRUNK HIGHWAY NO. 65



PROJECT
SANDHILL PARKWAY TOWNHOMES OF EAST BETHEL
EAST BETHEL, MN 55011
ELEVAGE DEVELOPMENT GROUP
10901 BALTIMORE ST NE, BLAINE, MN 55449

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.

Matthew R. Pavak
Matthew R. Pavak
DATE 04/24/24 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
02/12/2024	CITY SUBMITTAL
03/13/2024	CITY SUBMITTAL
05/08/2023	CITY SUBMITTAL/PRICING SET
05/16/2023	REVISED PRICING SET
07/14/2023	CITY RESUBMITTAL
08/24/2023	CITY RESUBMITTAL
09/14/2023	CITY RESUBMITTAL
10/09/2023	CITY RESUBMITTAL
11/09/2023	SWPPP REVISIONS
01/19/2024	BID SET
01/31/2024	REVISED BID SET
03/08/2024	CITY RESUBMITTAL
04/12/2024	SET UPDATE
04/26/2024	CITY RESUBMITTAL

DRAWN BY: RB,MD,JR,BN REVIEWED BY: MP, PS
PROJECT NUMBER: 21268

REVISION SUMMARY

DATE	DESCRIPTION

OVERALL GRADING PLAN
C3.0
© COPYRIGHT CIVIL SITE GROUP INC.

CITY OF EAST BETHEL GRADING NOTES:

- RESERVED FOR CITY SPECIFIC GRADING NOTES.

ENVIRONMENTAL GRADING NOTE:

- GRADING WITHIN THE WETLAND ENHANCEMENT AREA SHALL BE ACCOMPLISHED USING A BACKHOE, WHICH WILL LOAD MATERIAL DIRECTLY INTO HAUL TRUCKS TO MOVE THE MATERIAL TO AN UPLAND AREA. THE INTENT IS TO AVOID TEMPORARY FILL IN THE WETLAND, WHICH COULD TRIGGER THE NEED FOR A US ARMY CORPS OF ENGINEERS (USACE) PERMIT OR AUTHORIZATION.

EROSION CONTROL NOTES:
SEE SWPPP ON SHEETS SW1.0 - SW1.11

GROUNDWATER INFORMATION:
PER GEOTECHNICAL REPORT BY TERRACON, INC., DATED 05-10-2023. AN ADDENDUM TO THE REPORT WAS COMPLETED ON 6-27-23. GROUNDWATER WAS OBSERVED AT ELEVATIONS RANGING FROM 886.50 TO 908.00.

THE BORINGS & GROUNDWATER ARE AS FOLLOWS:		ADDENDUM BORINGS & GROUNDWATER ARE AS FOLLOWS:	
SB-1	899.00	SB-37	897.50
SB-2	896.00	SB-38	896.50
SB-3	891.50	SB-39	896.50
SB-4	895.00	SB-40	889.50
SB-5	892.00	SB-41	893.00
SB-7	896.00	SB-42	893.00
SB-8	895.00	SB-43	908.00
SB-9	894.00	SB-44	895.00
SB-10	895.00	SB-45	896.00
SB-11	897.00	SB-46	895.50
SB-12	894.00	SB-47	893.00
SB-13	894.00	SB-48	894.00
SB-14	895.50	SB-49	890.00
SB-15	N.A.	SB-50	881.50
SB-16	N.A.	SB-51	891.00
SB-22	898.50	SB-52	888.00
SB-24	895.50	SB-53	886.50
SB-25	896.00	SB-54	891.00
SB-26	895.00	SB-55	893.00
SB-27	894.00	SB-56	895.00
SB-33	894.00	SB-57	892.50
SB-34	899.00		
SB-35	891.50		
SB-36	895.00		

GRADING PLAN LEGEND:

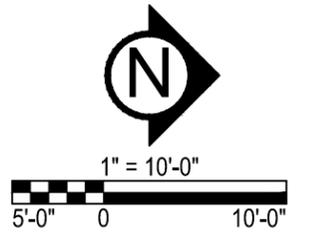
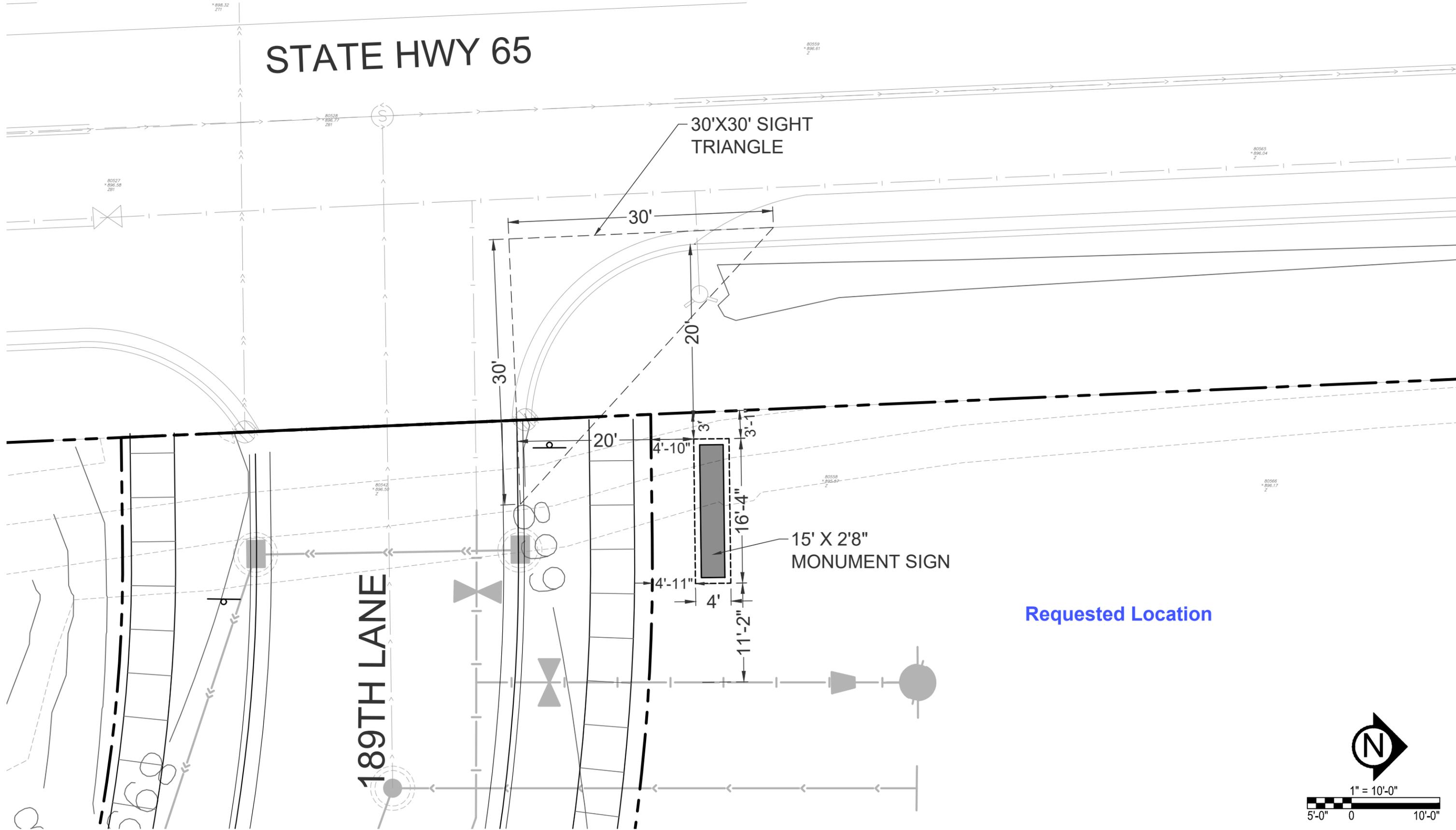
1125	EX. 1' CONTOUR ELEVATION INTERVAL
1137	1.0' CONTOUR ELEVATION INTERVAL
41.26	SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)
891.00 G	SPOT GRADE ELEVATION GUTTER
891.00 TC	SPOT GRADE ELEVATION TOP OF CURB
891.00 BS/TS	SPOT GRADE ELEVATION BOTTOM OF STAIRS/TOP OF STAIRS
891.00 ME	SPOT GRADE ELEVATION MATCH EXISTING
CB	GRADE BREAK - HIGH POINTS
T.O.	CURB AND GUTTER (T.O. = TIP OUT)
→	EMERGENCY OVERFLOW

811
Know what's below.
Call before you dig.

1" = 100'-0"
50'-0" 0 100'-0"

N

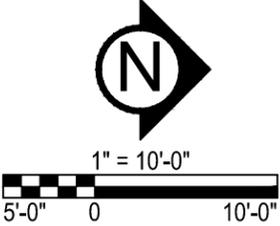
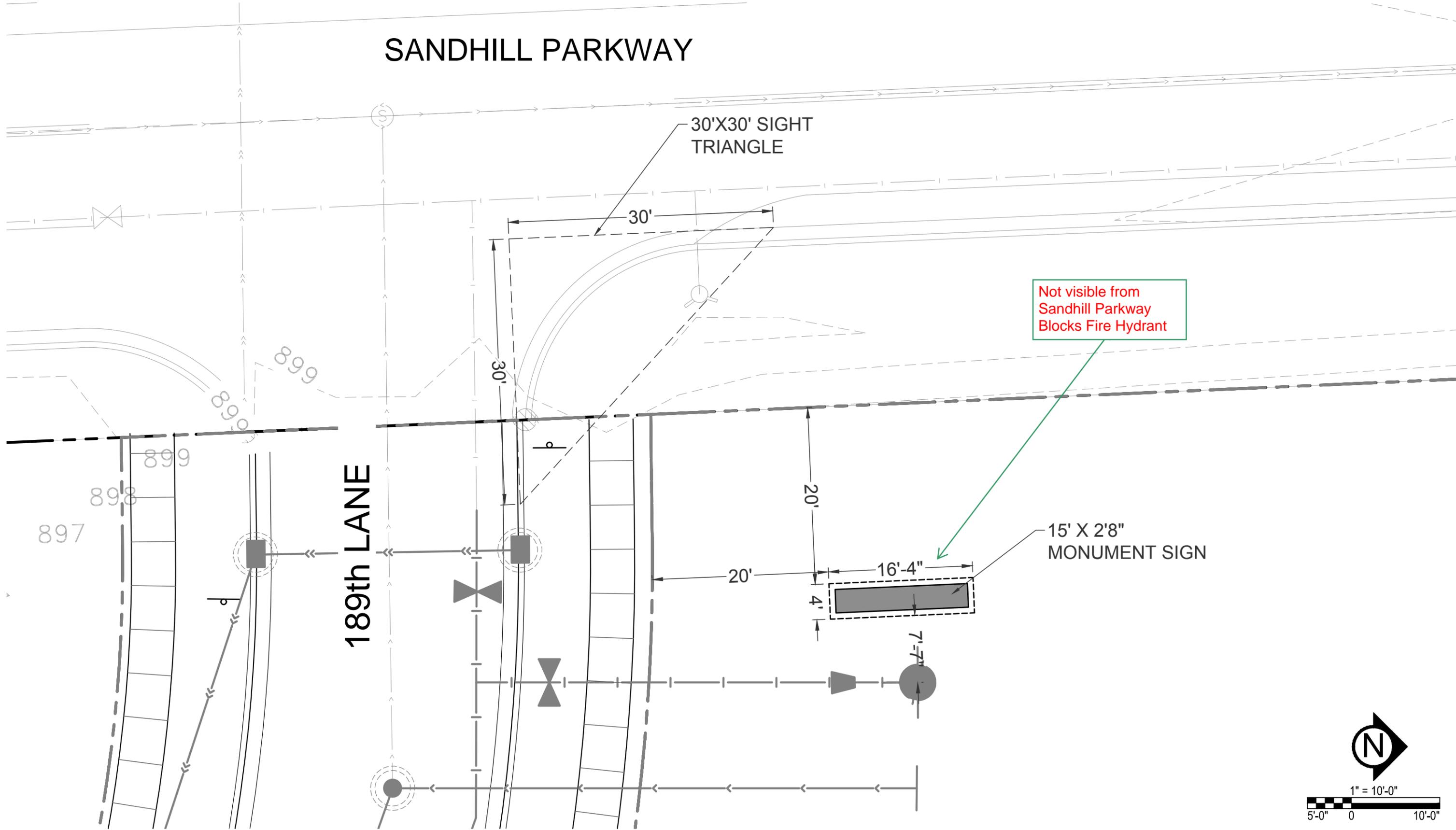
STATE HWY 65



MONUMENT SIGN

City Council Packet, page 70

SANDHILL PARKWAY



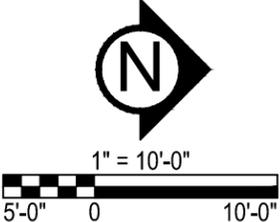
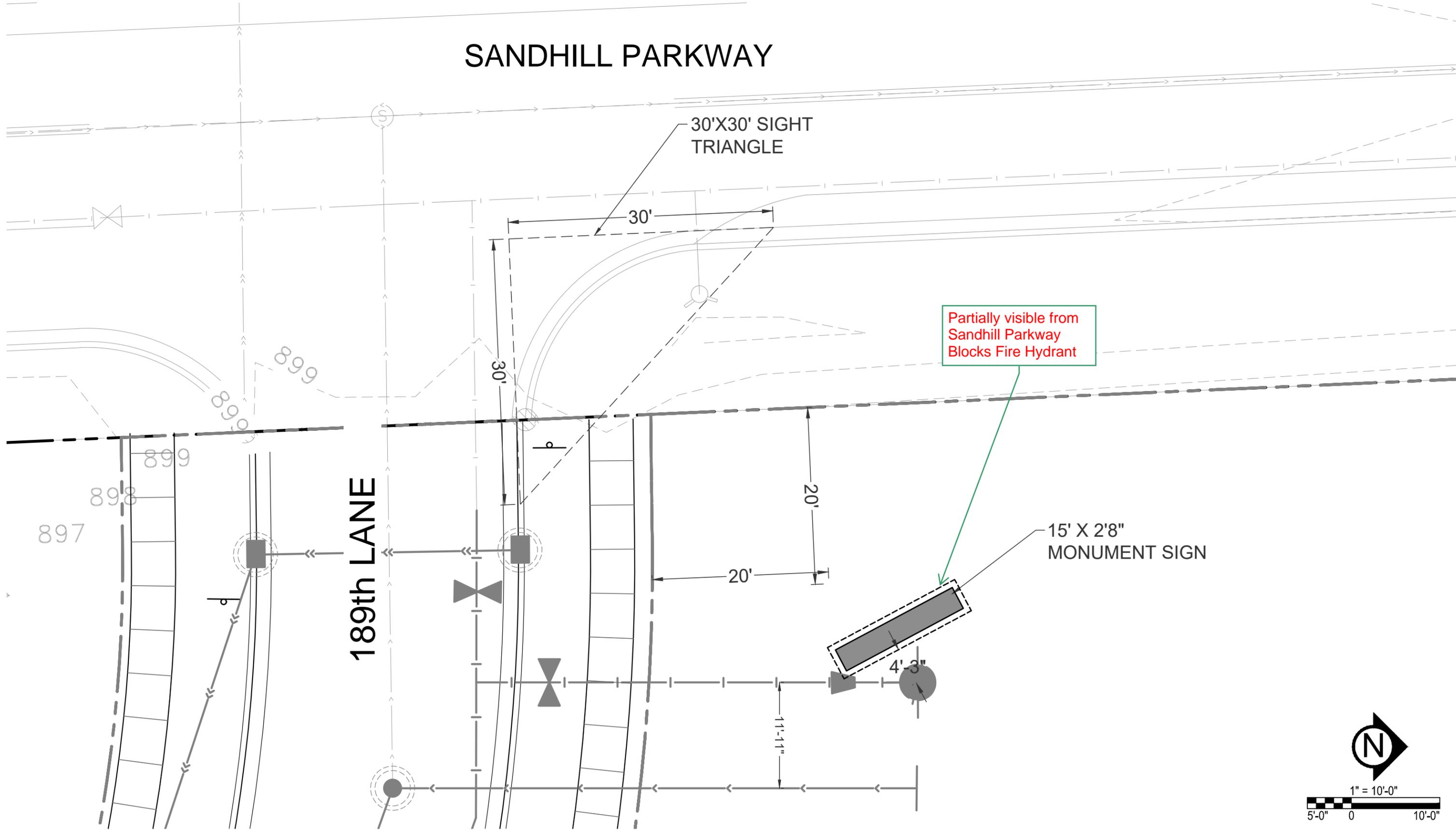
5000 GLENWOOD AVE
GOLDEN VALLEY, MN 55422
Office: 612.615.0060
www.CivilSiteGroup.com

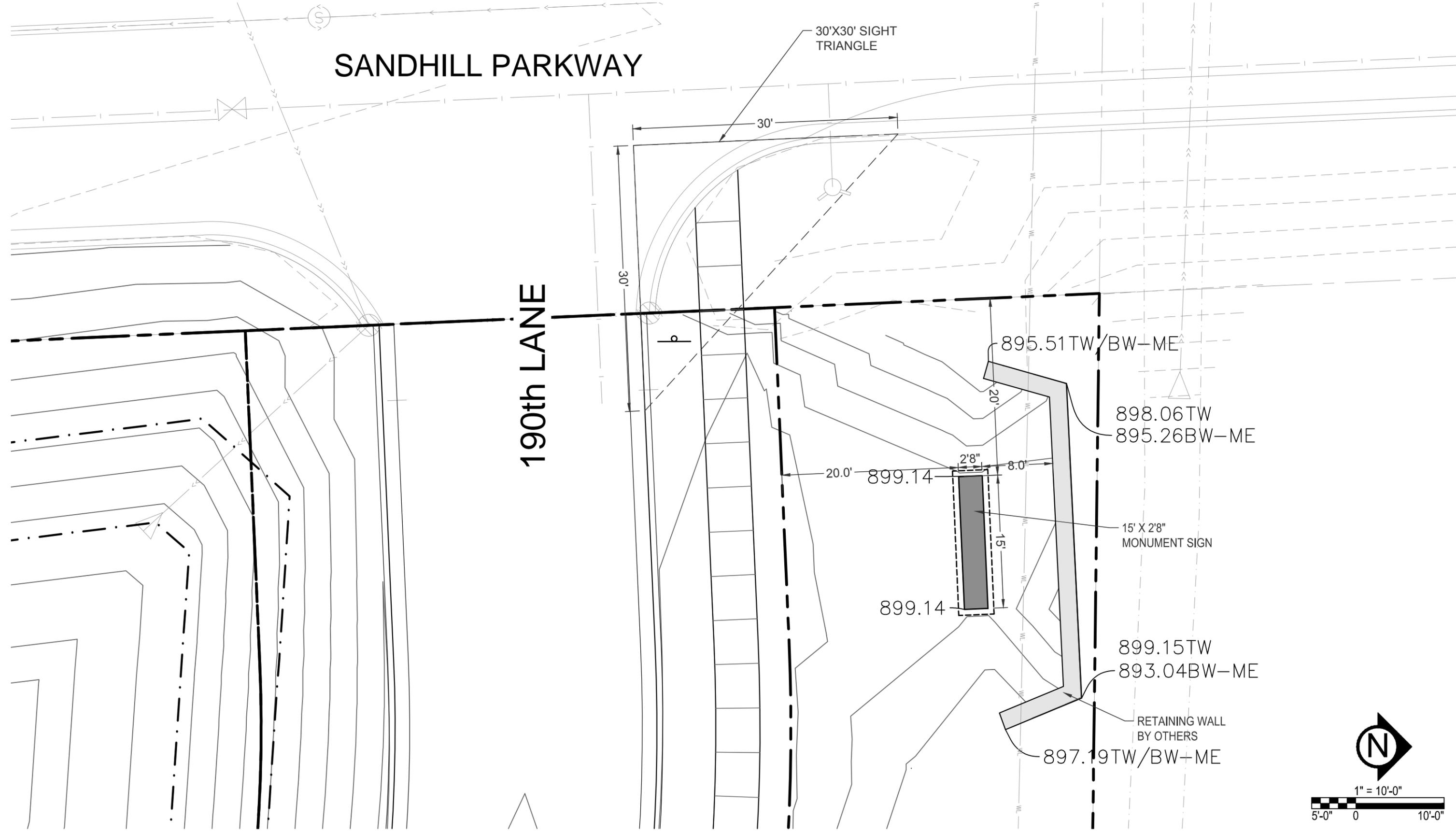
MONUMENT SIGN

City Council Packet, page 71

Project Number: 21268		Revision Number: 02		EAST BETHEL	
Issue Date: 2-12-2025		Revision Date: 05-06-2025			

SANDHILL PARKWAY





Practical Difficulties

The property owner proposes to use the property in a reasonable manner not permitted by an official control:

Developer is proposing to construct the monument sign within the 20' set back of the city right-of-way. The monument sign is required by the development agreement and will guide traffic effectively.

The plight of the landowner is due to circumstances unique to the property not created by the landowner:

The City of East Bethel construction guidelines prohibit the construction of a monument sign within 20' of the right-of-way. Due to the existing and improved wetlands of the site and the sloping topography, the location options are very limit and would likely place it behind a fire hydrant. Developer is seeking reprieve from this requirement so as not to inhibit access to the fire hydrant and maintain visual clearance of the sign at the primary traffic point to effectively direct traffic.

The variance, if granted, will not alter the essential character of the locality:

The variance requested will not alter the profile or character of the site as the location proposed is common for monument signs.



Craig Jochum

To Grace Gerard; Eric Larson; Nate Ayshford; Jeff Cielocha; Nick Schmitz
Cc Kendra Lindahl, AICP

[Reply](#) [Reply All](#) [Forward](#) [More](#)

Fri 6/6/2025 8:34 AM

You replied to this message on 6/6/2025 8:45 AM.

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

Grace,

I don't have any engineering concerns. This intersection is a stop condition (on 189th Lane) so the sign placement where shown won't affect the site distance. It should be noted that the sign could be moved to 23 feet which would still put it 10 feet from the water service that will service Outlot A in the future. The existing hydrant at the end of the existing service line is temporary and will be removed when the service is extended north.



Craig Jochum, P.E.

President

Hakanson Anderson



Nate Ayshford
To Grace Gerard



Reply

Reply All

Forward



Thu 6/12/2025 1:53 PM



1

Hi Grace,

I agree with Craig's comments on the issue. The fire hydrant is only temporary so that shouldn't be a deciding factor.

For snow removal, we stay within the road ROW so it shouldn't be in an issue with us. There might be large piles of snow blocking the sign at times in the winter however.

We are ok with whatever you recommend on the issue.

Thanks,

City Council Packet, page 76

Nate Ayshford | Public Works Manager | City of East Bethel

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



Meeting Date: July 14, 2025

Agenda Item Number: 7.0 A.2

Request: Consider a variance request for a reduction of the front yard setback from 25 feet to 15 feet for a new principal structure for the property located at 239 Aspen Road NE (PID #36-33-23-22-0093) (City File 25-017).

Review Deadline: August 1, 2025

Background/Context

The City's discretion in approving or denying a variance is limited to whether or not the proposed project meets the standards in the Zoning Ordinance for a variance. The City has a higher level of discretion with a variance because the burden of proof is on the applicant to show that the variance standards have been met.

On May 22, 2025, the City received a variance application and supporting materials from Tom Babineau, the owner of property at 239 Aspen Road NE, for a front setback variance for the construction of a single-family home. The request is a variance from Section 51.7, Subd. B of the Zoning Ordinance to allow a front setback reduction from 25 feet to 15 feet

This property is a 0.42-acre through lot with frontage along Aspen Road NE to the east and Lakeshore Drive NE to the west. The property is zoned and guided Coon Lake within the Shoreland Overlay District. The intent of the Coon Lake zoning and land use designation is to manage development of the many small, non-conforming lots surrounding Coon Lake. The intent of the Shoreland Overlay District is to regulate the use, subdivision, and development of shorelands to preserve and enhance the quality of public waters and environmental features. The surrounding properties are guided and zoned the same. The lot slopes down towards the lake. The proposed dwelling with an attached garage will replace an existing single-family home, detached garage, and 2 small accessory structures.

Planning Commission Review

The Planning Commission held a public hearing on this item on June 24, 2025. The applicant was present to speak on this item. At the public hearing, a neighbor spoke on behalf of another neighbor who wanted to know more details about the project. The Planning Commission voted 5-0 to recommend approval of the variance request.

Analysis

Section 51.7, Subdivision B of the Zoning Ordinance establishes the setback standards within the Coon Lake Residential District. Principal structures must be setback 25 feet from the front property line. The garage portion of the proposed structure is located 15 feet from Aspen Road NE and the rest of the structure is setback 23 feet from Aspen Road. The proposed structure is setback 35.7 feet from Lakeshore Drive NE and 77.3 feet from the Ordinary High-Water Level of Coon Lake. The proximity of the lot to Coon Lake limits the potential locations for the home and septic site.

Section 4.10 of the Zoning Ordinance establishes standard for review of a variance request. Consideration of a variance requires the following three-factor test for practical difficulties. Economic considerations alone do not constitute a practical difficulty. All three must be met in order to grant the variance:

1. *Reasonableness. The property owner proposes to use the property in a reasonable manner not permitted by an official control.*

The applicant is proposing to construct a single-family home and attached garage 15 feet from the front property line along Aspen Road NE. The proposed location meets the shoreline, rear yard, and side yard setbacks required within the Coon Lake District. The proposed septic system is south of the home, located 15 feet from the southern property line. The proposed well location is in the northeastern corner of the lot. The proposed structure and landscaping creates a total impervious coverage of 24.6% on the lot. No other variances are required for the construction of the proposed structure.

The applicant has stated the existing structure is not repairable, and the variance will allow him to demolish the structure and build a new structure on the lot. Staff has found that the existing principal structure appears to be in a state of disrepair. Additionally, the existing principal structure appears to be located approximately 20 feet from the front property line, making it a legal non-conforming structure due to its encroachment.

The City Council could find that granting a setback reduction from 25 feet to 15 feet is reasonable, as it allows the applicant to demolish an existing structure that is in poor condition to build a new structure that can be utilized.

The City Council could find that granting a setback reduction from 25 feet to 15 feet is not reasonable because the applicant may be able to change his plan to conform to the standards of the Zoning Code.

2. *Uniqueness. The plight of the landowner is due to circumstances unique to the property not created by the landowner. The uniqueness generally relates to the physical characteristics of the particular property.*

This lot is adjacent to Coon Lake and slopes significantly towards the lake. According to the survey submitted by the applicant, the approximate grade of the slope extending west from the middle of the lot is 33%. Locating the home 15 feet from the western property line allows the applicant to reduce the amount of grading work required to build on the lot. Due to the slope of the lot and its proximity to the lake, the possible locations for the home and septic site are limited. The proposed septic site is located 20 feet south of the principal structure and 15 feet from the side yard property line to the south, and it cannot be shifted west due to the slope of the land and proximity of the lake. Increasing the front yard setback without encroaching on the setback from the lake would require shifting the home south, into the proposed septic site. This variance request was sent to the DNR for review, and no comments were provided.

The City Council may find that the slope of the lot and its proximity to the lake are unique factors that restrict the ability of the structure to comply with the standards established in the Zoning Ordinance.

The City Council may find that the applicant can alter his plan to accommodate the slope of the lot and proximity to the lake without a variance.

3. *Character. A variance would not alter the essential character of the neighborhood. This factor is used to consider whether the resulting structure or improvement will be out of scale, out of place, or otherwise inconsistent with the surrounding area.*

Several structures in this area of the Coon Lake Beach neighborhood have been issued setback variances due to their proximity to the lake and uniquely shaped lots, or exist and non-conforming structures. Staff finds that the primary structure on the adjacent property to the north is setback approximately 15 feet from the front yard property line, in-line with the proposed structure. Granting this variance would reduce the degree to which the proposed structure may impede the neighboring property's view of the lake.

The City Council may find the front-yard setback reduction is consistent with the setbacks of other structures in this neighborhood and will not alter the essential character of the neighborhood.

The City Council may find that the front-yard setback reduction would alter the existing character of the neighborhood.

Summary

In order to grant a variance, the applicant must demonstrate that the request meets all three of the tests for "practical difficulties" including reasonable use of the land, uniqueness of the land that is out of the control of the owner, and that the request would not alter the existing character of the neighborhood. If the City Council finds that one or more of the tests are not met, they must move to deny the variance request.

Staff has provided findings of fact for both approval and denial in the staff report. A draft resolution for approval has been provided, as recommended by the Planning Commission, and may be modified to reflect the findings of the City Council. If the Council finds that the variance standards have not been met, they should recommend denial, provide findings, and direct staff to bring a denial resolution to the next Council meeting for adoption.

City Council Action

Move to adopt the resolution approving the request for a variance a front yard setback reduction from 25 to 15 feet for property located at 239 Aspen Road NE, as recommended by the Planning Commission.

Attachments:

1. Resolution of approval
2. Location map
3. Applicant survey dated June 16, 2025
4. Applicant narrative dated May 30, 2025
5. Applicant house plans dated May 22, 2025

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

RESOLUTION NO. 2025-43

A RESOLUTION **GRANTING** A VARIANCE FROM SECTION 51-7, SUBDIVISION B OF THE CITY ZONING ORDINANCE FOR THE LOCATION OF A PRINCIPAL STRUCTURE WITHIN 25 FEET OF A FRONT PROPERTY LINE ON A PROPERTY LOCATED AT 239 ASPEN ROAD NE (PIN: 36-33-23-22-0093) LEGALLY DESCRIBED AS

LOTS 1, 2, 3, 4, 5, 26, 27, 28, 29, 30, 31 & 32 BLK 1 COON LAKE BEACH

WHEREAS, the applicant, Tom Babineau, requested a variance for the location of a principal structure 15 feet from the front property line where a 25-foot setback is required at 239 Aspen Road NE in the Shoreland Overlay District, and;

WHEREAS, the Planning Commission held a public hearing on June 24, 2025 and recommended approval of the request; and,

WHEREAS, the City finds the request:

1. Is a reasonable request:
 - This request allows the applicant to demolish an existing structure that is in poor condition to build a new structure that can be utilized.
2. Is due to circumstances unique to the property, not caused by the landowner;
 - The slope of the lot and its proximity to the lake are unique factors that restrict the ability of the structure to comply with the standards established in the Zoning Ordinance.
3. Will not have a negative effect on the character of the neighborhood;
 - The front-yard setback reduction is consistent with the setbacks of other structures in this neighborhood and will not alter the essential character of the neighborhood.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves a variance from 51-7, Subdivision B of the City Zoning Ordinance for the location of a principal structure on the property located at 239 Aspen Road NE (PIN: 36-33-23-22-0093), subject to the following conditions:

1. A variance is approved to allow a 15-foot setback along Aspen Road where a 25-foot setback is required for a principal structure.
2. The applicant obtains a building permit from the City prior to construction of the proposed dwelling.
3. No vehicles parked in the driveway will be allowed to extend into the public right-of-way.

Adopted this 14th day of July, 2025 by the City Council of the City of East Bethel

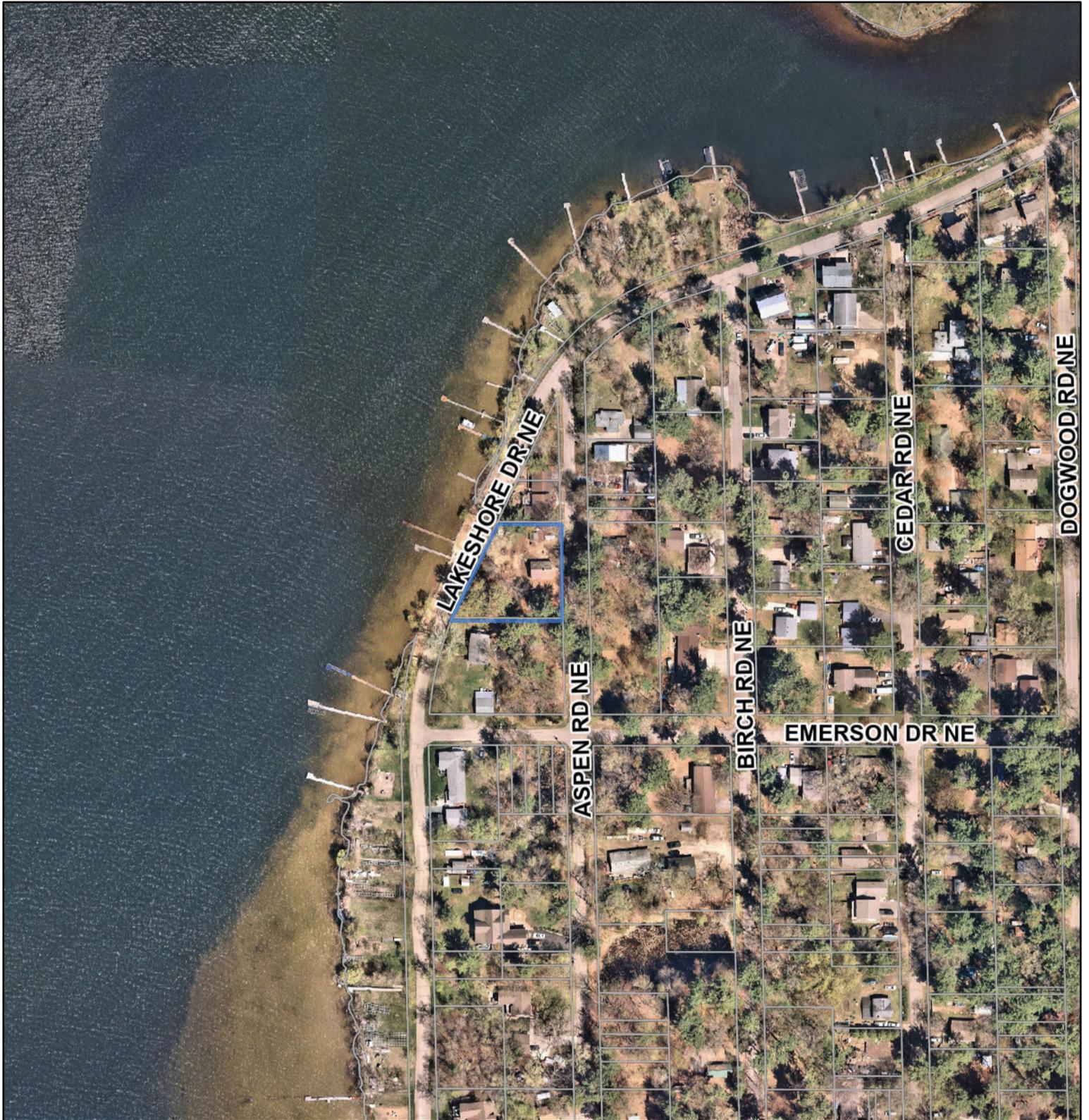
CITY OF EAST BETHEL

ATTEST

Ardie Anderson, Mayor

Matt Look, City Administrator

239 Aspen Road Location and Aerial



-  Parcels
-  City Mask

1 inch equals 279 feet

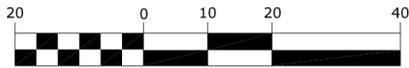


CERTIFICATE OF SURVEY

~for~ TOM AND LISA BABINEAU
 ~of~ 239 ASPEN ROAD
 EAST BETHEL, MN

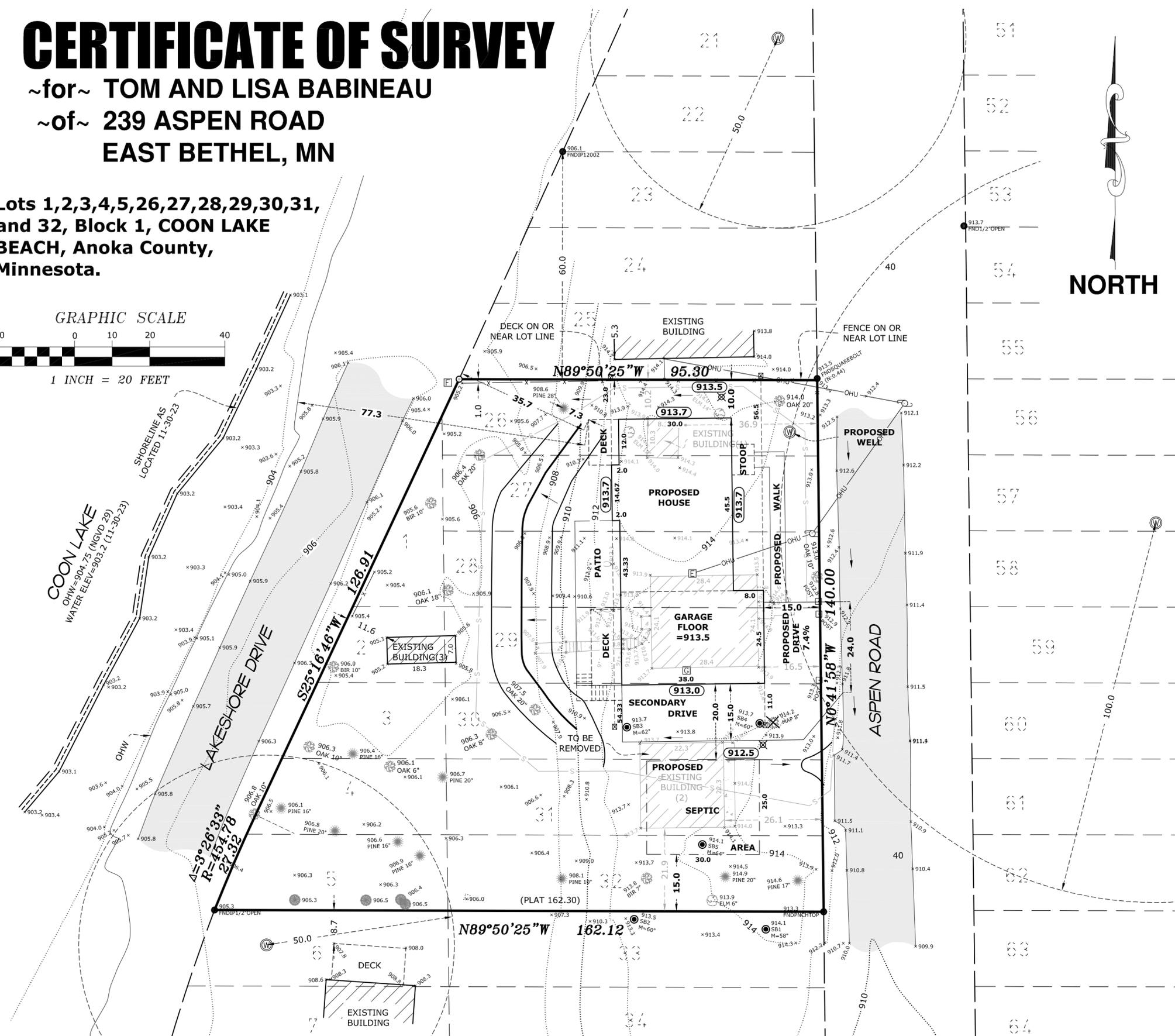
Lots 1,2,3,4,5,26,27,28,29,30,31,
 and 32, Block 1, COON LAKE
 BEACH, Anoka County,
 Minnesota.

GRAPHIC SCALE



1 INCH = 20 FEET

NORTH



LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- ⊗(800.0) DENOTES PROPOSED ELEVATION
- x1011.2 DENOTES EXISTING ELEVATION
- ↘ DENOTES DIRECTION OF DRAINAGE
- ⊗ DENOTES WOOD HUB/METAL SPIKE AT 11 FOOT OFFSET (UNLESS OTHERWISE NOTED)
- ⊠ DENOTES ELECTRICAL BOX
- ⊠ DENOTES FIBER OPTIC BOX
- ⊠ DENOTES GAS METER
- ⊠ DENOTES POWER POLE
- DENOTES SOIL BORING (BY TRADEWELL SOIL TESTING)
- x—x— DENOTES FENCE
- o—o—o— DENOTES RETAINING WALL
- ...— DENOTES EXISTING CONTOURS
- OHU— DENOTES OVERHEAD UTILITY
- S— DENOTES PROPOSED CONTOURS
- S— DENOTES SILT FENCE
- ▨ DENOTES BITUMINOUS SURFACE
- ▨ DENOTES CONCRETE SURFACE

SURVEY NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 11/30/23 and 12/07/23.
- Bearings shown are on Anoka County datum.
- Parcel ID Number: 36-33-23-22-0093.
- 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.
- Total parcel area = 18,074 S.F. (0.41 Acres)
- Septic design by Casper Excavating.
- Property is located within the Shoreland Overlay District.

DIAG: 40.00 X 92.00 = 100.32

(SLAB ON GRADE)

PROPOSED ELEVATIONS

TOP OF HOUSE SLAB = 914.2
 GARAGE FLOOR = 913.5 (DROP 8")

IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA 18,074 SF
 (0.41Acres)

EXISTING HOUSE 685 SF
 EXISTING BUILDING(1) 86 SF
 EXISTING BUILDING(2) 498 SF
 EXISTING BUILDING(3) 129 SF
 EXISTING CONCRETE 189 SF
 TOTAL IMPERVIOUS SURFACE 1,587 SF
 PERCENT IMPERVIOUS 8.8%

EXISTING BUILDING(3) 129 SF
PROPOSED HOUSE AND GARAGE 2,374 SF
PROPOSED DRIVEWAY 433 SF
PROPOSED SECONDARY DRIVE 822 SF
PROPOSED CONCRETE 695 SF
 TOTAL IMPERVIOUS SURFACE 4,453 SF
 PERCENT IMPERVIOUS 24.6%

TREE DETAIL

- DENOTES ELEVATION
- DENOTES TREE QUANTITY
- DENOTES TREE SIZE IN INCHES
- DENOTES TREE TYPE

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
 JASON E. RUD

Date: 6/13/2025 License No. 41578

DRAWN BY: RAF	JOB NO: 231201BT	DATE: 12-14-23	
CHECK BY: JER	FIELD CREW: BH/BJ		
1	05-21-25	ADDED SITE PLAN	RAF
2	05-22-25	CLIENT COMMENTS	RAF
3	05-30-25	CITY COMMENTS	RAF
4	06-02-25	REVISED DRIVE	RAF
5	06-13-25	ADDED WELLS	RAF

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

239 Aspen Rd,
East Bethel MN 55092

Property ID Number: 36-33-23-22-0093

Tom & Lisa Babineau
30 May 2025

Written description of the variance request

Requesting structure setback variance from Aspen Rd from 25 feet from property line to 15 feet from property line. The garage face will be 15 feet from the property line and house (set 8 feet back from the garage face, away from Aspen Rd) will be 23 feet from the property line on the Aspen Rd side. The current Aspen Rd Right of way is 20 feet from center of Right of way, Aspen Rd is set closer to my lot line likely to avoid removing several large white pines, so Aspen Rd does not run down the center of the Right of way.

Explanation of compliance with the variance practical difficulties criteria

As stated in the Variance Application Checklist:

This property is a unique shape and graded sloped down to Coon Lake where I am requesting a variance to move the house setback closer to Aspen Rd by 10 feet that would address the following:

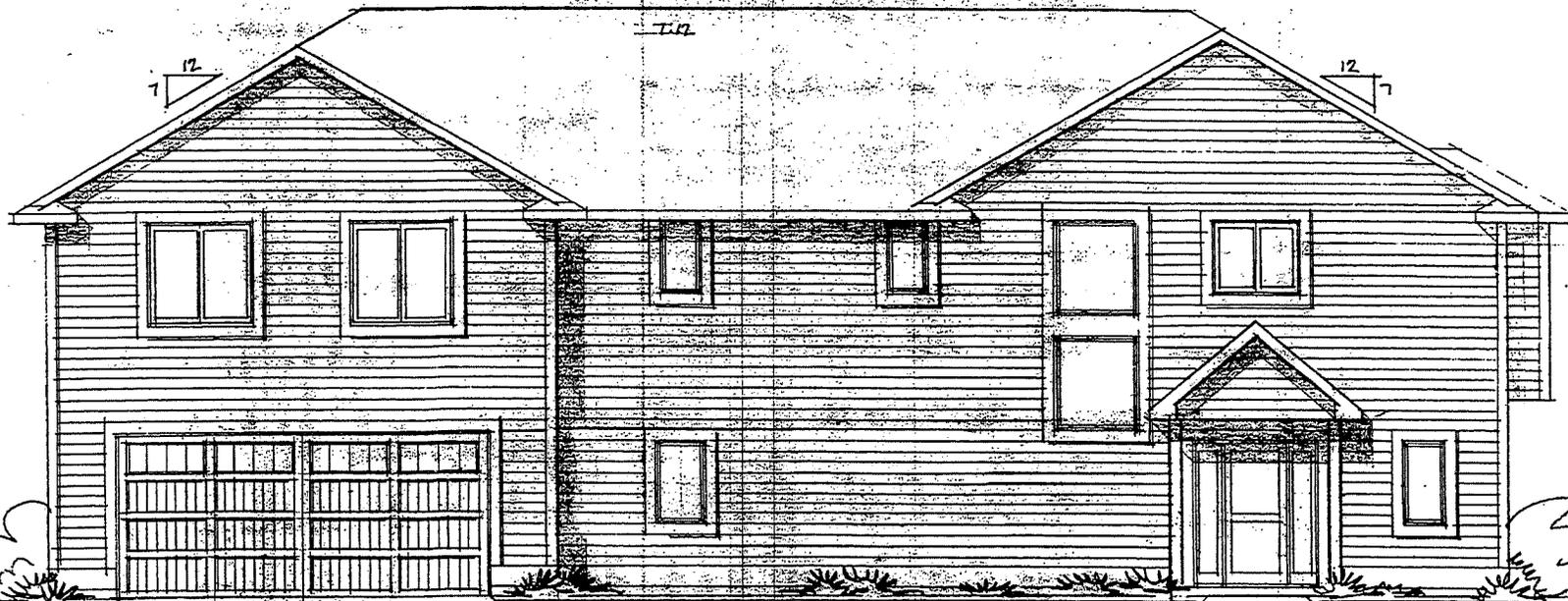
- 1) Since the current structures are not repairable, my intent is to demo both structures (small cabin and detached garage) and build a new construction residential house on top of the north side of the slope. Currently Lang Builders, Inc. Circle Pines MN is the selected contractor.
- 2) 50 feet of the top south side of the lot will be occupied by new septic installation
 - 1) 10 ft set back from property line
 - 2) Approx. 20 ft of septic build
 - 3) 20 ft setback house from septic.
- 3) The remaining top north side of the lot will be occupied by the new house construction.
- *4) Additional parking will also be available on a proposed driveway constructed on the south side of the garage to the south facing garage door.
- 5) With the current Aspen Rd setback of 25 feet, this will set the new house out over the majority of the slope requiring a lot of fill to be brought in and the large white pine on the north side will have to be removed due to proximity to the new construction.

My goals with pursuing this variance:

- 1) Not to remove the huge 100yr old white pine on the north side of the lot and retain the beauty of the lakeshore.
- 2) Utilize more of the natural slope of the lot. Since a walkout design is not feasible due to the redox line depth identified with soil borings, our plan is to build a slab on grade home on this lot. Soil boring report attached.
- 3) Not build a large retaining wall that would detract from the natural beauty of the lake shore
- 4) Set the house farther away from the lake so it is more in line with the neighbor's house and not out in front of the neighbor's house blocking their view.
- 5) Improve the current state of the lot and increase overall property value.

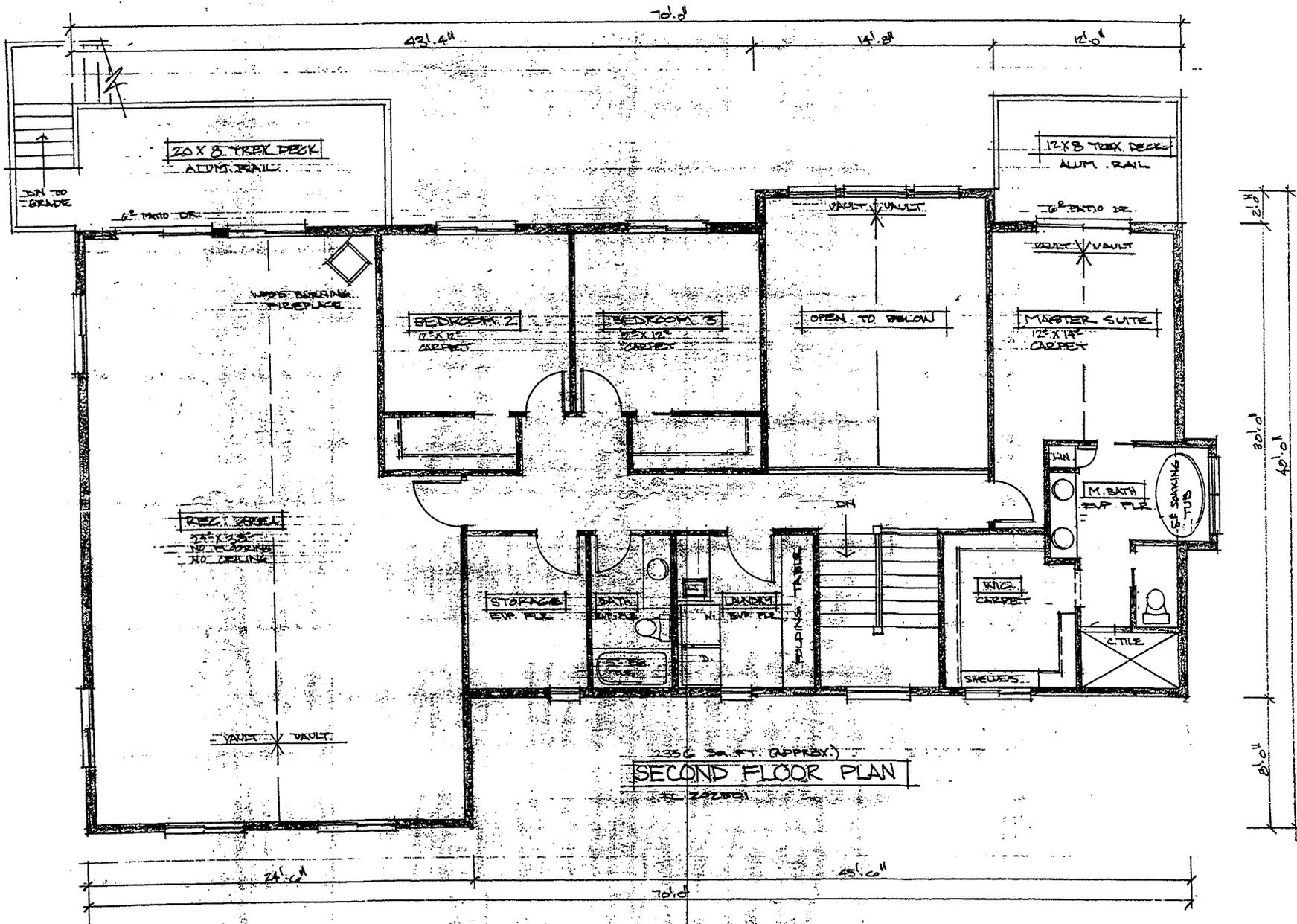


REAR ELEVATION



FRONT ELEVATION

10F3



30f3

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



Meeting Date: July 14, 2025

Agenda Item Number: 7.0.A.3

Request: Consider an Ordinance Amendment to address “barndominiums” in East Bethel (city file 25-006)

Review Deadline: N/A

Background Information

Staff was directed by the City Council to explore possible ordinance amendments to address “barndominiums” (or shouses) in East Bethel.

Over the last few months, staff has presented different options to the City Council who have now directed staff present the draft ordinance to the Planning Commission for a public hearing.

This Zoning Ordinance amendment has been identified as a priority for the City Council to address the comments and concerns expressed by the Council and other members of the community. The proposed ordinance amendment is discussed in detail below and attached to this report. Many of the changes are for clarification of the intent of the Zoning Ordinance. Other notable changes include new rules or regulation to expand barndominiums in East Bethel, and opportunities to clean up existing code sections that apply.

Planning Commission Review

The Planning Commission reviewed this item at its June 24, 2025 meeting. The Commission requested some clarification to the staff report language and recommended an amendment to allow 16 ft. sidewall height for Barndominiums on parcels of 5 acres or more. The staff report and attached ordinance have been updated to reflect these recommendations. Other than the applicant, there was no one present to speak on this item. The Planning Commission voted unanimously to recommend approval of the ordinance amendment with the recommended amendment.

Analysis

Staff has worked to identify the specific sections of the code that will need to change to address the main issues (Size, Architecture, Home Occupations) with the current ordinance when discussing barndominiums. Staff recommends the following changes with underlined text for the proposed additions to the City Code and ~~struck through~~ text for the deletions. The specific code sections from Appendix A (The Zoning Ordinance) are as follows:

1. Section 1 subd. 9 (Definitions)

Two major changes needed for the rest of the changes are a definition for “barndominium” and updating the definition of “Accessory structure” to make it clearer it is both for “detached” and “attached” structures. Additionally, other specific definitions that should be called out include:

Barndominium: A single-family detached principal residential structure with attached shops or storage areas and usually built using a post frame method of construction.

Garage: A detached or attached accessory building designed or used for the parking and storage of vehicles owned and operated by residents of the principal structure on the same lot.

Home occupation: An occupation carried on in a dwelling unit or detached accessory building by the resident, which is clearly secondary to the principal use.

Principal building or use: The main use of buildings or land in which the principal use of the property is conducted.

Finally, throughout the Zoning Ordinance, building and structure are used interchangeably. This causes unnecessary confusion and should be updated as part of a Zoning Ordinance update as they do have the following definitions in the zoning ordinance:

Building: Any structure having a roof supported by columns or walls for the shelter or enclosure of persons, animals, or property.

Structure: Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

Using the definitions in the ordinance, all buildings are structures but not all structures are buildings. The scope of this effort is limited, but as part of a future update, the City should review the terms to ensure that they are used consistently and accurately throughout the ordinance.

2. Section 10 (General Development Regulations) subd. 19 (Home Occupations)

The Home Occupation subdivision is a section that was identified from previous discussions with the Council. A need was identified to ensure home occupations could continue to be monitored and enforced even if barndominiums were to increase in frequency. For all types of home occupation permits, there is a provision found below:

i. The area set aside for the home occupation in the principal structure shall not exceed 50 percent of the gross living area of the principal structure.

With any type of housing this would restrict the amount of a principal structure that may be used for the home occupation purpose. For example, a 2,000 sq. ft. home of which 1,000 sq. ft. is an attached garage, could only use 500 sq. ft. of the attached garage for the home occupation (50% of the 1,000 sq. ft. of living space). This would generally prohibit home occupation from occurring on the lot in a detached accessory structure. The following addition has been made to this section to clarify that it is possible through the Home Occupation application process:

a. The structure shall not be used for commercial or industrial activities, unless the City Council approves a home occupation permit for an accessory building.

3. Section 13 (General Building standards)

This section contains the standard architecture and design requirements for residential structures in East Bethel. Currently, for single-family homes, the code allows the following for materials:

The exterior walls of all single-family residences shall be similar in appearance to normal wood, vinyl siding, or masonry residential construction

Metal siding is not mentioned and would not be considered a “similar in appearance material” when compared to the approved list.

Examples from Menards barndominium designs and a cut sheet of the metal siding used in their designs are attached to this report. While they offer three metal siding panel options, the proposed ordinance changes would only allow two of the choices due to the desire to require concealed fasteners for a more residential appearance.

After discussion with the City Council, the following changes are proposed to allow metal siding for any residential structure, but add additional rules for barndominiums given their size and appearance:

4) Metal siding may be used if it complies with the following standards

a. The panels have been treated with a factory applied color coating system to prevent against any fading or degradation.

b. Have concealed fasteners

c. Standing seams are not allowed.

d. For Barndominiums using metal siding they must:

i. Comply with the metal siding standards above and

ii. Combine the metal siding with complementary materials, such as brick, wood, or stone, covering at least 20% of the building’s front façade. Metal siding of a different style (such as using lap siding and shake panels) may be used to meet this requirement.

Additionally, the City Council discussed foundation types as many barndominiums would not meet City Code currently due to violation of the foundation requirements, which are stricter than the MN State Building Code. After discussion with the Building Official and City Council, review of the State Building Code would allow the following modification:

1) *All structures shall have permanent or concrete or treated wood foundations which will anchor the structure, which comply with the state building code as adopted in the State of Minnesota, ~~and which are solid for the complete perimeter of the house.~~*

2) All structures must have a foundation that is solid for the complete perimeter of the house, except Barndominiums, which may use alternative foundations types as long as they comply with the state building code adopted in the State of Minnesota and are verified by a licensed structural engineer.

2)3) All single-family structures must be built in conformance with Minn. Stats. § 327.31—327.35 of the state building code as adopted in the State of Minnesota.

This change would allow more flexible foundation types for barndominiums. Many people cite cost as a reason for choosing the post frame method of construction, but the addition of higher load

requirements necessitates a structural engineer design the foundation, which may make either method comparable in total cost.

4. Section 14 (Detached Accessory Structures)

This section implies throughout that it applies to both “detached” and “attached” accessory structures. Because of this, the section title should be renamed, and the subdivisions reordered to clearly label which items apply to each type of accessory structure or to both. The goal of these changes is to understand the original intent of the ordinance and make it clear for both staff and the public when reading the code.

Staff found that the size and number of detached accessory structures is generally consistent with similar and nearby communities, as well as the design requirements. Additionally, staff finds that the size restrictions provided in the code are intended for detached buildings only, not attached.

Currently, East Bethel requires a minimum of a 24 ft x 24 ft (576 sq. ft.) garage for each dwelling unit for single-family, two-family, and townhome residential uses. The code also regulates the minimum floor area for uses in all districts. The provision added shown below would help regulate attached building size when you begin to get to larger lots:

A. *Size of attached accessory ~~structure~~ building:*

1) Attached accessory buildings, including garages, with a footprint of less than 1,000 square feet shall not be considered as part of the maximum footprint for purposes of the detached accessory structure calculations. However, attached accessory building space in excess of the initial 1,000 square feet shall be counted towards the maximum allowable detached accessory building footprint.

This addition would help regulate extra large garages for any residential use type, including barndominiums. Staff feels that any additional restrictions would be unnecessary as lot size, setback requirements and minimum living space floor area standards for each district would self-regulate and prevent absurdly large garage spaces attached to homes. The existing restrictions would also make it difficult to build a barndominium type home outside of the A and RR districts due to setbacks and size restrictions on urban lots.

When looking at the Menards examples of barndominiums, the range of total square footage ranges from 2,900 sq. ft. to 6,000 sq. ft. including garage and living area. Additionally, the garages range from 570 sq. ft. to over 3,500 sq. ft. total. Comparing the garage size to the living space size however shows a wide variation.

The smallest variation was 1,358 sq. ft. home attached to a 570 sq. ft. garage, or a home with 29% dedicated to garage space. This is typical of many standard single-family homes, and not exclusive of barndominiums. This design would not meet the standards for construction in East Bethel due to the garage size being too small.

The largest variation was 2,776 sq. ft. home attached to a 3,481 sq. ft. garage, or a home with 55.6% garage. This is closer to what the definition used for a barndominium. There are other examples ranging from 50.1% to 55% of the total space dedicated to garage, with some lofted or vaulted ceilings.

Additionally, with the above example ordinance section, the largest barndominium size home example would require a lot size of at least 3.5 acres to build. This would be the 1,000 sq. ft. allowed outright,

and an additional 2,481 sq. ft. of detached accessory structures allowed. These types of homes would be restricted to A and RR zones but would limit the size allowed for the attached garage space in the RR district. The RR district allows 2-acre lots.

5. Section 41 (Agricultural District (A)) and Section 42 (Rural Residential District (RR))

Both of these sections will need to include a barndominium as a permitted use to stay cohesive throughout the code.

These changes can be found in the attached draft ordinance amending the Zoning Ordinance.

Summary: The changes allow an opportunity to clean up and organize sections of the code and clarify intent for many ordinances not only around barndominiums, but for all buildings in East Bethel. Planning staff worked closely with other City departments and the City Council to address concerns related to barndominiums and housing in East Bethel.

Attachments:

1. Ordinance Amending the Zoning Ordinance
2. MN Building Code Handout
3. Menards Cutsheet Examples
4. Metal Siding Cutsheet Example
5. Foundation Types Example

City Council Recommendation

Move to adopt the Ordinance approving the amendment to the Zoning Ordinance, as recommended by the Planning Commission.

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

ORDINANCE NO. 2025-03

**AN ORDINANCE AMENDING THE TEXT OF APPENDIX A (ZONING) OF THE EAST
BETHEL CITY CODE (CITY FILE 25-006)**

THE CITY OF EAST BETHEL ORDAINS:

SECTION 1. Amendment of the City Code. The text of Appendix A (Zoning) of the East Bethel City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

SECTION 1 SUBD. 9 (Definitions):

Accessory structure ~~or facility~~: Any building or improvement clearly subordinate to a principal use such as garages, sheds, or storage buildings located on the same parcel as the principal structure, including detached and attached buildings.

and

Barndominium: A single-family detached principal residential structure with attached shops or storage areas and usually built using a post frame method of construction.

and

Home occupation: An occupation carried on in a dwelling unit or detached accessory building by the resident, which is clearly secondary to the principal use.

SECTION 2. Amendment of the City Code. The text of Appendix A (Zoning), SECTION 10 SUBD. 32 (Residential accessory buildings greater than 1,000 square feet) of the East Bethel City Code is hereby amended by deleting the stricken material and adding the underlined material as follows:

A. The structure shall not be used for commercial or industrial activities, unless the City Council approves a home occupation permit for an accessory building.

SECTION 3. Amendment of the City Code. The text of Appendix A (Zoning), SECTION 13 SUBD. 1 (B) (General Building Standards, Single-family dwellings) of the East Bethel City Code is hereby amended by deleting the stricken material and adding the underlined material as follows:

A. All single-family dwellings and accessory structures in the A, RR, R-1, R-2, CL and MXU districts shall meet the following design requirements:

1) All structures shall have permanent or concrete or treated wood foundations which will anchor the structure, which comply with the state building code as adopted in the State of Minnesota, ~~and which are solid for the complete perimeter of the house.~~

2) All structures must have a foundation that is solid for the complete perimeter of the house, except Barndominiums, which may use alternative foundations types as long as they comply with the state building code adopted in the State of Minnesota and are verified by a license structural engineer.

~~2)3)~~ All single-family structures must be built in conformance with Minn. Stats. § 327.31—327.35 of the state building code as adopted in the State of Minnesota.

~~3)4)~~ Single-family dwellings shall have an address according to the numbering system of East Bethel. Numbers shall be at a minimum of three inches in height and displayed in such a way as to clearly identify the building from the roadway. An address plate shall be installed at the right-of-way. A mailbox clearly identifying the address on both sides and an address plate must be installed at the right-of-way.

~~4)5)~~ Each dwelling unit shall include, at a minimum, a 24-foot by 24-foot garage. Driveways must meet a minimum setback of five feet from abutting lots.

~~5)6)~~ Garages shall not be constructed prior to the principal structure and shall be constructed no later than six months after the construction of the dwelling.

B. Single-family dwellings.

1) Sixty percent of a residential structure shall have a minimum width or depth of 20 feet. Width measurement shall not take into account overhangs or other projections. Such width requirements shall be in addition to the minimum area per dwelling requirements established within this ordinance.

2) Single-family dwellings shall have at least a four/twelve (4/12) roof pitch and shall be covered with shingles or tiles or a standing seam metal roof.

3) The exterior walls of all single-family residences shall be similar in appearance to normal wood, vinyl siding, or masonry residential construction.

4) Metal siding may be used if it complies with the following standards

a. The panels have been treated with a factory applied color coating system to prevent against any fading or degradation.

b. Have concealed fasteners

c. Standing seams are not allowed.

d. For Barndominiums using metal siding they must:

i. Comply with the metal siding standards above and

ii. Combine the metal siding with complementary materials,

such as brick, wood, or stone, covering at least 20% of the building's front façade. Metal siding of a different style (such as using lap siding and shake panels) may be used to meet this requirement.

~~5)4)~~ Heating, air conditioning, and ventilation equipment must be located within four feet of the foundation wall.

SECTION 4. Amendment of the City Code. The text of Appendix A (Zoning), SECTION 14 (Detached Accessory Structures) of the East Bethel City Code is hereby amended by deleting the stricken material and adding the underlined material as follows:

SECTION 14 (~~Detached~~ Accessory Structures):

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

1. Permit regulations.

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

2. General regulations.

A. No accessory building or structure shall be constructed on any lot prior to construction of the principal structure without prior approval of the city council.

B. Accessory structures located on lots that are subsequently subdivided shall be considered legal non-conforming structures.

C. Every exterior wall, foundation, and roof of accessory ~~structure~~ building(s) shall be reasonably watertight, weather tight, and rodent proof, and shall be kept in a good state of maintenance and repair. Exterior walls shall be maintained free from extensive dilapidation due to cracks, tears, or breaks of deteriorated plaster, stucco, brick, wood, or other material.

D. All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and from decay by painting or other protective covering or treatment. A protective surface of an accessory ~~structure~~ building(s) shall be deemed to be out of compliance if more than 25 percent of the exterior surface area is unpainted or paint is blistered or flaking. If 25 percent or more of the exterior surface of the pointing of any brick, block, or stone wall is loose or has fallen out, the surface shall be repaired.

E. [Reserved.]

F. No accessory building ~~or detached private garage~~ shall be located nearer the front lot line than the principal building except when the lot is three acres or greater and the existing principal building is located a minimum of 200 feet from the front lot line. Then the accessory building ~~or detached private garage~~ may be located closer to the front lot line than the principal dwelling, but not closer than 50 percent of the principal dwelling's setback. In the case of a corner lot, the front lot line shall be located on the side on which the principal building is addressed. The remaining lot side with street frontage shall meet the minimum front yard setback.

G. The area of a lean-to shall be included in the allowable square footage of detached accessory ~~structures~~ buildings and will be subject to the square footage restrictions for a lot.

H. Accessory structures on lakeshore lots may be placed between the principal building and the lakeshore or the right-of-way, and are subject to all setbacks and lot coverage.

I. Barndominiums are permitted in the A and RR zones only. ~~[Reserved.]~~

J. The accessory structure building must not be designed or used for human habitation.

K. No cellar, garage, tent, or accessory building shall be at any time be used as a residentially occupied space, independent residence or dwelling unit, either temporarily or permanently.

- L. For purposes of accessing storage, accessory ~~structures~~ buildings may have exterior stairs to a second story in a side or rear yard.
- M. Engineered drawings are required for the permitting of all pole building over 2,000 square feet.
- N. Storage containers shall be placed on a foundation (minimum of a one inch in depth gravel base) to allow for surface drainage and prevent rust or deterioration of container floor.

3. Detached accessory building ~~Architectural and design requirements.~~

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

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

4. Size and number of accessory ~~structures~~ buildings.

A. Size of attached accessory ~~structure~~ building:

- 1) Attached accessory buildings, including garages, with a footprint of less than 1,000 square feet shall not be considered as part of the maximum footprint for purposes of the detached accessory structure calculations. However, attached accessory building space in excess of the initial 1,000 square feet shall be counted towards the maximum allowable detached accessory building footprint.

B. Size of detached accessory building:

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

Parcel Size	Maximum Square Feet (square footage is inclusive for all allowable structures <u>buildings</u>)	Maximum No. of Detached Accessory Structures <u>Buildings</u>	Maximum Sidewall Height Maximum Sidewall Height A, RR, R-1, R-2 & CL Districts*
Less than ½ acres	580 square feet	1	14 feet
½ acres	960 square feet	1	14 feet
¾ acres	1,100 square feet	1	14 feet
1 acres	1,240 square feet	1	14 feet
1¼ acres	1,380 square feet	1	14 feet
1½ acre	1,520 square feet	1	14 feet
1¾ acres	1,660 square feet	1	14 feet
2 acres	1,800 square feet	2	14 feet
2¼ acres	1,950 square feet	2	14 feet
2½ acres	2,100 square feet	2	14 feet

2¾ acres	2,250 square feet	2	14 feet
3 acres	2,400 square feet	2	14 feet
3¼ acres	2,475 square feet	2	14 feet
3½ acres	2,550 square feet	2	14 feet
3¾ acres	2,625 square feet	2	14 feet
4 acres	2,700 square feet	2	14 feet
4¼ acres	2,775 square feet	2	14 feet
4½ acres	2,850 square feet	2	14 feet
4¾ acres	2,925 square feet	2	14 feet
5.0 or more acres	3,000 sq. ft., plus an additional 240 sq. ft., or increment thereof, for each additional acre	4	14 feet**
Viking Preserve	200	1	8 feet

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

** For Barndominiums on 5 acres or more, a 16-foot sidewall height is permitted.

a) Roof pitch shall be no less than the minimum required by the International Building Code and shall not be the focal point of the property.

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

c) Accessory ~~structures~~-buildings less than 200 square feet in all districts shall be limited to a sidewall height no greater than eight feet.

2) Storage containers shall not be calculated as allowable accessory ~~structure~~ building square footage or number.

3) One storage container, up to 320 square feet, is allowed on properties of one acre to four acres. An additional 80 square feet is allowed for each acre thereafter.

CB. Fire escapes, landing places, open terraces, outside stairways, cornices, canopies, eaves, window protrusions, and other similar architectural features that extend no more than two feet into the required front, side, and rear yard setback are exempt from the detached accessory-~~structure~~ building square footage calculation.

SECTION 5. Amendment of the City Code. The text of Appendix A (Zoning), SECTION 41 SUBD. 2 (Agricultural District (A) of the East Bethel City Code is hereby amended by deleting the stricken material and adding the underlined material as follows:

2. Permitted uses.

I. Barndominium.

SECTION 6. Amendment of the City Code. The text of Appendix A (Zoning), SECTION 42 SUBD. 2 (Rural Residential (RR) District) of the East Bethel City Code is hereby amended by deleting the stricken material and adding the underlined material as follows:

2. Permitted uses.

F. Barndominium.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect upon its adoption.

Adopted this 14th day of July, 2025 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

ATTEST

Ardie Anderson, Mayor

Matt Look, City Administrator

BARNDOMINIUMS/SHOUSES and the 2020 MINNESOTA RESIDENTIAL CODE

Minnesota Department of Labor and Industry

What are barndominiums and shouses?

“Barndominium” and “shouse” are terms used to describe dwellings with attached shops or storage areas and usually built using a post frame method of construction.

These structures often have metal panel roofing and siding that is associated with barns and storage buildings. Unlike conventional “stick-built” homes that require a foundation and footing around the entire perimeter of the home, post frame structures often require a post and footing placed every six to eight feet.



Example of a barndominium/shouse.

Are barndominiums and shouses required to comply with the 2020 Minnesota Residential Code?

Yes. Barndominiums and shouses are considered single-family dwellings and classified as an IRC-1 occupancy group. These structures must be designed and constructed in accordance with the 2020 Minnesota Residential Code (2020 MNRC) provisions. [R300.1, R301.1]

Do barndominium and shouse requirements apply for all of Minnesota?

Yes. The Minnesota State Building Code is the standard of construction for the entire state of Minnesota, whether local code enforcement exists or not. The 2020 MNRC adopts the 2018 International Residential Code (IRC) with amendments. [Minnesota Statutes, section 326B.121, Minnesota Rules 1309]

For the purposes of this fact sheet, "code" means the Minnesota State Building Code adopted under Minnesota Statutes, section 326B.106, subdivision 1, and includes the chapters identified in Minnesota Rules, chapter part 1300.0020. The 2020 MNRC can be viewed at <https://codes.iccsafe.org/content/MNRC2020P1>.

Are building permits required for all barndominiums and shouses?

Yes. Although barndominiums and shouses are constructed with the appearance of an agricultural building, their intended use is a dwelling and building permits are required for inspections and to verify code compliance.

Is a Minnesota residential building contractor license required to build a barndominium or shouse?

Yes. A Minnesota residential building contractor license is required for the construction of a barndominium or shouse because they are residential dwellings. Licensed contractors and homeowners should confirm with the local jurisdiction requirements for permits, inspections, zoning, and other relevant regulations before construction. [Minn. Stat. 326B.805 and 326B.802 subd. 13]

Are barndominium and shouse setbacks from property lines regulated by the code?

No. The 2020 MNRC does not address minimum property line setback requirements for a barndominium or shouse. Local zoning ordinances may regulate property line setbacks and land use for all dwellings, including barndominiums and shouses. Local zoning ordinances may also limit the use of metal exterior finishes and should be verified.

Does the code have requirements for exterior walls and eave projections near property lines?

Yes. Barndominiums and shouses must comply with code requirements for exterior walls. Barndominium or shouse exterior walls that are less than five feet from the property line are required to be one-hour fire-resistive rated. Roof eave

projections that are two feet or more and less than five feet from the property line must also be one-hour fire-resistive rated. (See illustration at right.) [R302.1, Table R302.1(1), Minn. R. 1300.0120 Subp. 4]

Does the 2020 MNRC provide design requirements for post/frame construction?

No. The 2020 MNRC provides the minimum prescriptive requirements for conventional light frame construction. A post frame structure could be accepted as an alternate method of construction if approved by the building official. Documentation must be submitted to the building official to demonstrate that the alternate method complies with the intent of the code. [R301.1.2, R301.1.3, Minn. R. 1300.0110 subp. 13]

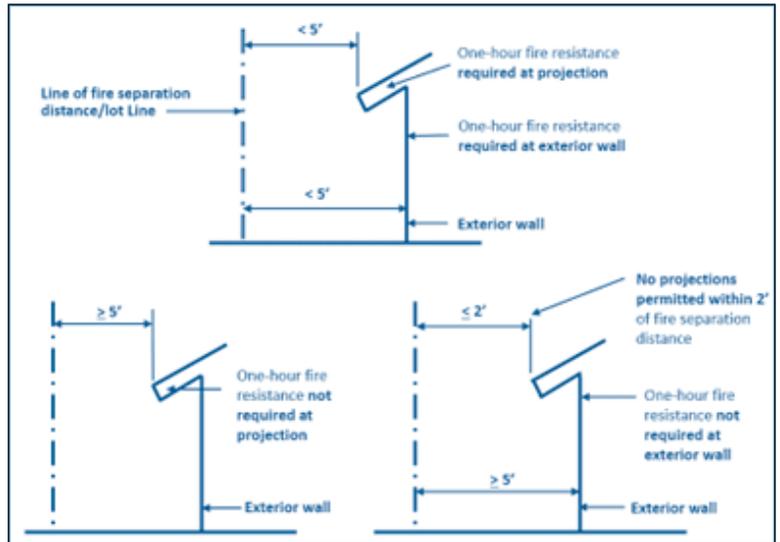


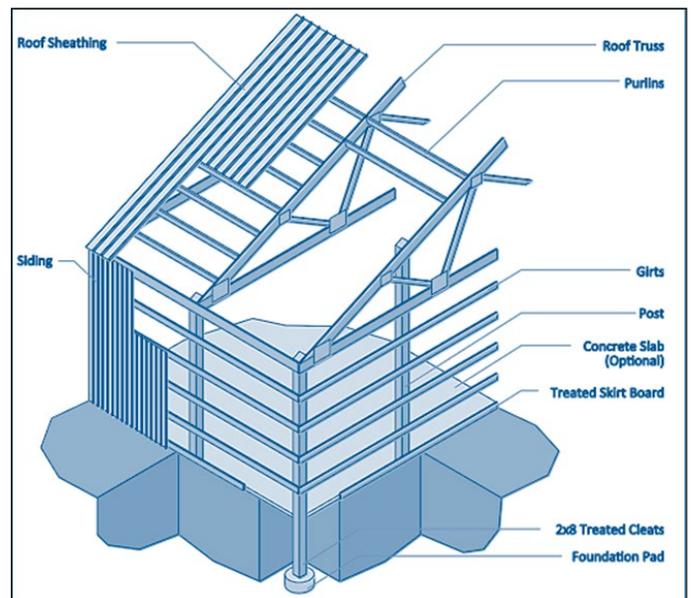
Table R302.1(1) – Exterior walls (without fire sprinklers)

Is a structural engineer required to design a barndominiums and shouses?

Yes. Design by a structural engineer is required for any structural elements (design, foundation system, method of anchorage) of a dwelling that do not comply with the 2020 MNRC requirements for conventional light frame construction. Barndominiums and shouses are generally post frame construction which is not considered light frame construction or addressed by the code so a structural engineer must certify the design as compliant with the code. [R301.1.3]

Are barndominiums and shouses required to have footings and foundations complying with the code?

Yes. A foundation system of post and footings, slab-on-grade, or another foundation type must be capable of supporting all imposed loads regulated by the code. This is necessary because all structures must be constructed to support the loads (i.e., dead loads, live loads, roof loads, snow loads, wind loads ...) as prescribed by the code, which results in a system providing a complete load path to transfer loads from their point of origin through the foundation to the supporting soils. [R301.1, R401.2]



Typical post/frame components.

Do barndominiums and shouses require frost depth footings?

The footings of all dwellings must be frost protected in accordance with the code. Barndominiums and shouse often include posts with footings, slab-on-grade, or conventional foundation methods of construction The 2020 MNRC permits five options for frost footings, including compliance with Minn. R. 1303.1600. Minn. R. 1303.1600 provides the minimum footing depths for frost protection in Minnesota counties and requirements for slab on grade structures. The minimum frost protection depths are 42 inches in southern counties or 60 inches in northern ones. [R403.1.4.1, Minn. R. 1303.1600]

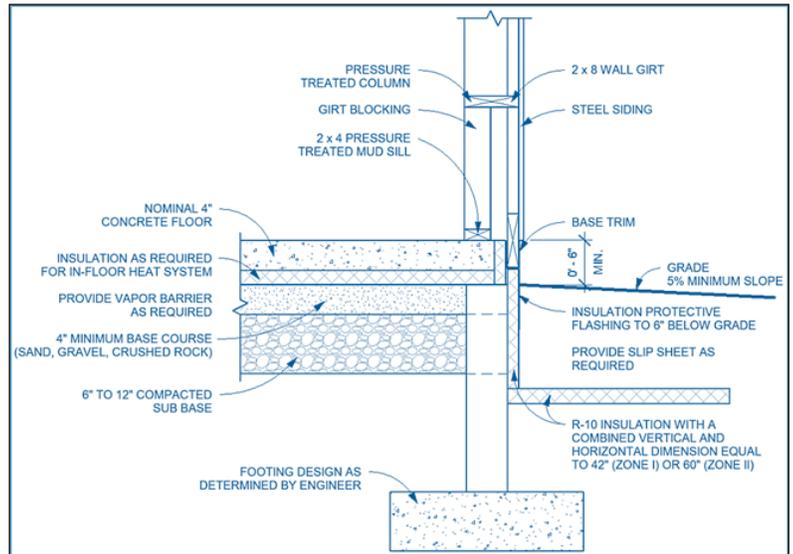
Are barndominiums and shouses required to comply with energy code requirements like other dwellings?

Yes. Barndominiums and shouses must comply with the minimum requirements of the Minnesota Residential Energy Code (MNREC) because they are considered single-family dwellings. Construction plans and documents for

a barndominium or shouse must include the information required by the MNREC and other information as requested by the building official to verify compliance with the MNREC. [Minn. R. 1322, 1322.0103, 1300.0130]

Are there requirements for the slab-on-grade portion of a barndominium or shouse?

Yes. Slab-on-grade construction must comply with the MNRC and MNREC. Slab-on-grade insulation must meet the MNREC requirements for minimum R-values and requirements for the climate zone (6A or 7) where the structure will be located. The slab-on-grade required insulation depth can be a total of the combined vertical and horizontal insulation dimensions. (See illustration) [MNRC R403, Minn. R. 1322, MNREC R402.2.9 and MNREC Table R402.1.1]



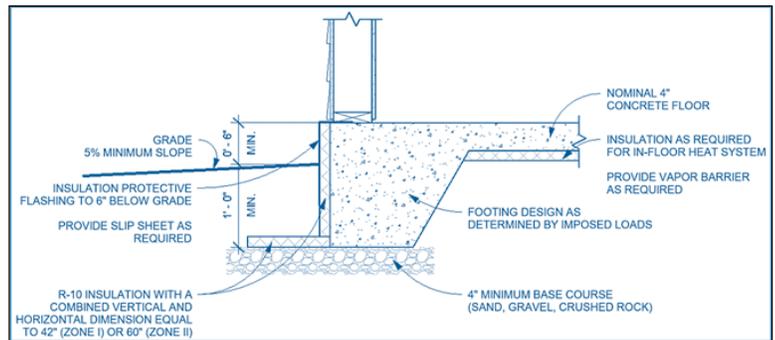
Example of slab-on-grade insulation for post frame.

Do post frame barndominiums and shouses require radon control systems?

Yes. A radon control system that complies with Minn. R. 1303.2400 is required for residential dwellings with floor systems in contact with the earth such as slab-on-grade floors. The radon control system is only required for the dwelling area and not the attached garage, shop or storage area.

Is a fire separation required barndominium or shouse between the dwelling and garage, shop or storage areas?

Yes. The code requires ½-inch gypsum board at the common wall between the house and garage of conventional dwelling construction. The same requirement applies to barndominiums and shouses with attached garages or attached storage and shop areas with overhead garage doors for vehicle access that could be used as a garage. Code requirements for openings in the common wall for fire separation also apply. [R302.5, R302.6]



Example of slab-on-grade insulation.

Can metal siding panels be used as the required fire separation between the dwelling and garage or shop?

Unlikely. The code requires ½-inch gypsum board at the common wall between the house and garage of conventional dwelling construction. The metal siding could be used if installed over the 1/2-inch gypsum board that provides fire protection. The metal siding could be approved as an alternate method of construction if it is proven to meet the intent of the code and provides fire protection equivalent to ½-inch gypsum board. Metal panel siding may be noncombustible but does not function the same as gypsum board in a fire event. [R302.5, R302.6]

Are there requirements for doors, openings and penetrations between the dwelling portion and garage, shop?

Yes. There are several requirements. Openings between the garage or shop directly into a room used for sleeping purposes is prohibited. Other openings between the garage or shop and dwelling shall be equipped with solid wood doors not less than 13/8 inches in thickness, solid or honeycomb core steel doors not less than 13/8 inches thick, or 20-minute fire-rated doors. Other penetrations or openings shall be protected as required by the code. [R302.5, R302.5.1]

Can a second floor or loft in the dwelling have doors or windows overlooking the garage or shop area?

Window openings between the garage or shop and dwelling are prohibited. Other penetrations or openings, such as doors, between the garage or shop and dwelling must be protected as discussed above. [R302.5, R302.5.1]

Is the exterior siding or other cladding required to have 6 inches of clearance above the ground?

Exterior siding or other cladding must comply with the MNRC. Wood siding, wood sheathing and wall framing on the exterior of the structure must have a minimum of 6 inches of clearance to grade or decay protected by use of naturally durable or preservative treated wood. Metal panel siding must comply with the manufacturer's installation instructions and may require 6-inch to 8-inch clearance to grade to protect it from rusting. [R317.1, R317.1.2]



Example of a barndominium/shouse.

Does a post frame structure with metal panel siding require diagonal wall bracing for lateral building support?

Metal panel siding products may provide a structure with sufficient lateral support to meet wind load design requirements. The structure engineer is responsible for the designing the entire structure and certifying that the design is compliant with the code. [R301.1.3, R601.2]

Are barndominiums and shouses required to have a water-resistive barrier (WRB) at exterior wall assemblies?

Yes. The code requires all heated and unheated structures with exterior wall sheathing to have WRB. The WRB is placed over the exterior wall sheathing prior to installation of the exterior cladding (siding) to prevent water accumulation within the wall assembly. Post frame construction is required to have a WRB or be provided with a secondary drainage plane to drain any moisture to the structure's exterior. Alternative methods for a secondary drainage plane that demonstrate compliance with the intent of the code are permitted with the approval of the building official of the jurisdiction. [R703.2, R703.1.1, Minn. R. 1300.0110 subp. 13]

Are barndominiums and shouses required to have an ice barrier installed for roof covering materials?

Barndominiums and shouses are single-family dwellings and must comply with code requirements for those structures. Ice barriers are required as specified in the code for each type of roof covering material and the manufacturer's installation instructions. [R905.1, R905.1.2]

Instead of buying wood trusses for a barndominiums and shouses, can an individual fabricate their own?

Wood trusses are engineered components of the roof and ceiling assembly and must be designed by a Minnesota-licensed engineer to accepted engineering standards. The 2020 MNRC permits the use of wood trusses or the hand framing of a structurally compliant roof and ceiling assembly in accordance with prescriptive requirements for ridge boards, rafters and ceiling joists. The engineer is responsible for the entire structural design including the foundation system, roof system, and wall framing for all imposed load requirements. [R802.10 R802.3, R802.4, R802.5]



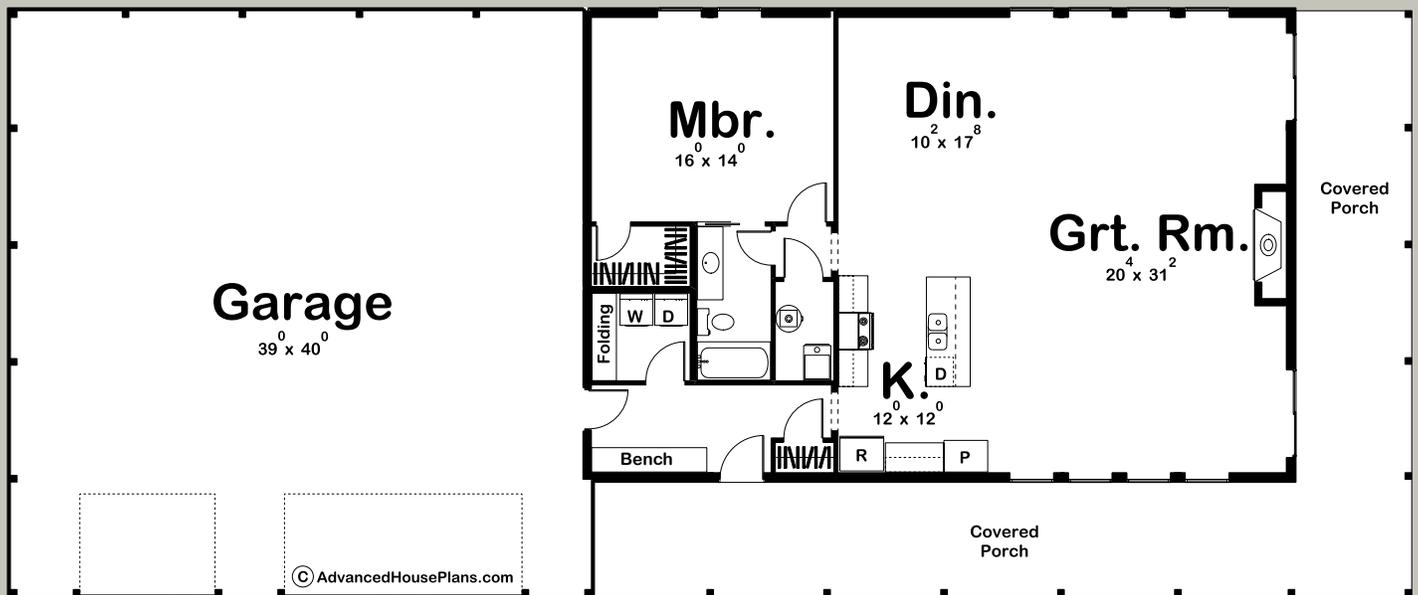
29668

Northwood

1 BED | 1 BATH | POST FRAME

MAIN LEVEL: 1570 SQ FT
 GARAGE: 1595 SQ FT
 TOTAL FINISHED: 1570 SQ FT

DIMENSIONS
 96' 0" WIDE
 40' 4" DEEP





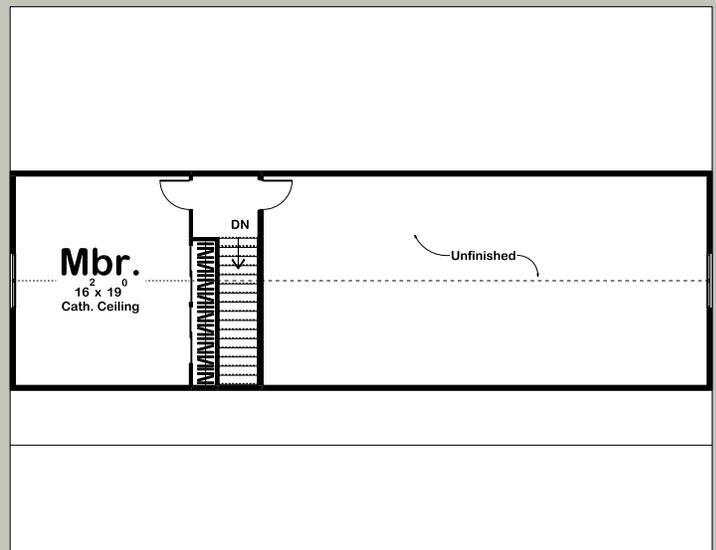
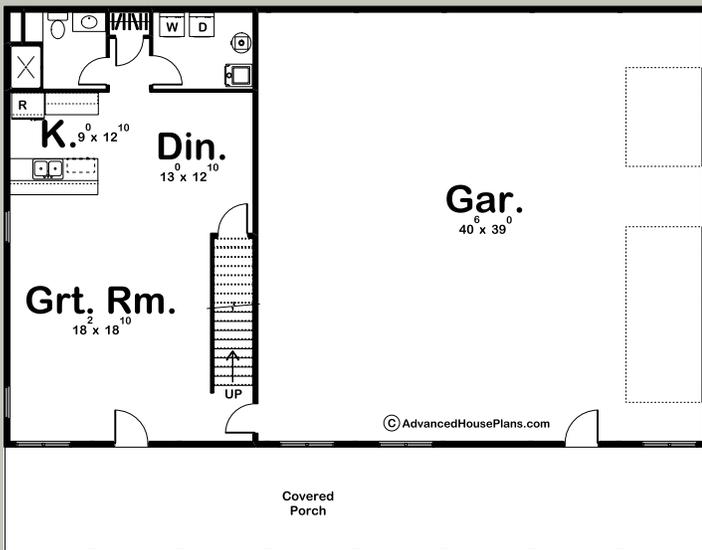
29674

Westminster

1 BED | 1 BATH | POST FRAME

MAIN LEVEL: 938 SQ FT
 LOFT: 404 SQ FT
 GARAGE: 1653 SQ FT
 TOTAL FINISHED: 1342 SQ FT

DIMENSIONS
 64' 0" WIDE
 50' 0" DEEP



29768



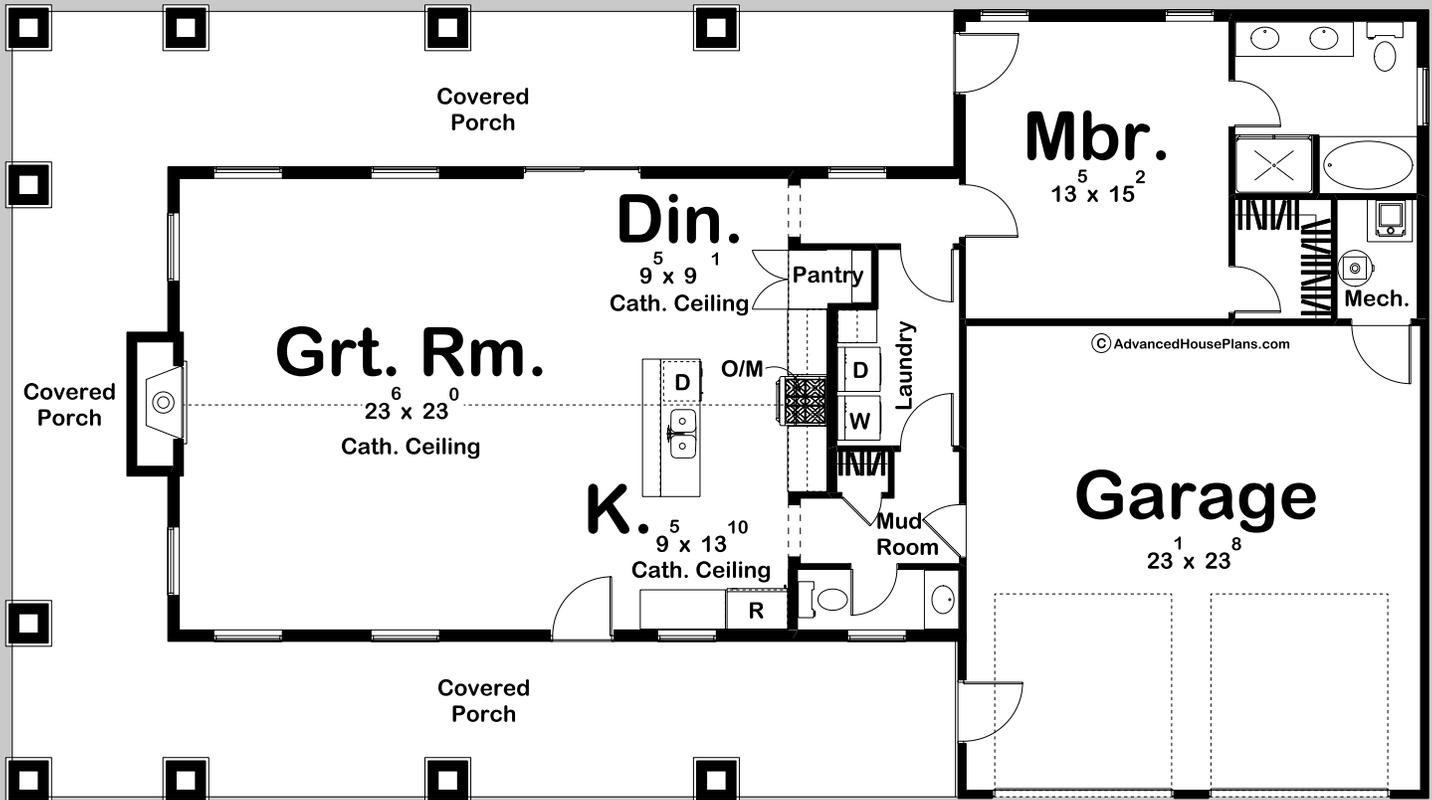
TRADITIONAL STYLE POSTFRAME HOUSE

BOZEMAN

1 BEDROOM, 2 BATHROOM, 2 CAR GARAGE

MAIN FLOOR: 1358 SQ FT
GARAGE: 570 SQ FT

EXTERIOR DIMENSIONS
72' - 4" WIDE
40' - 8" DEEP



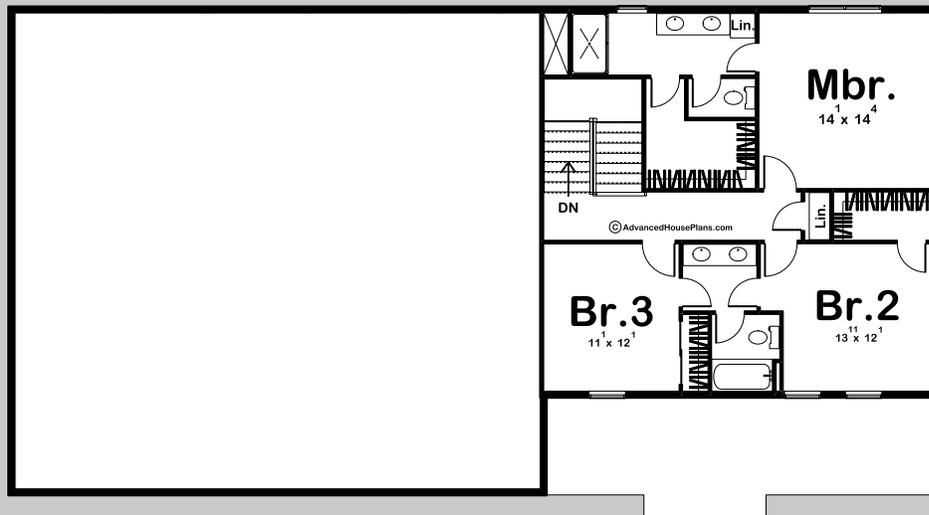
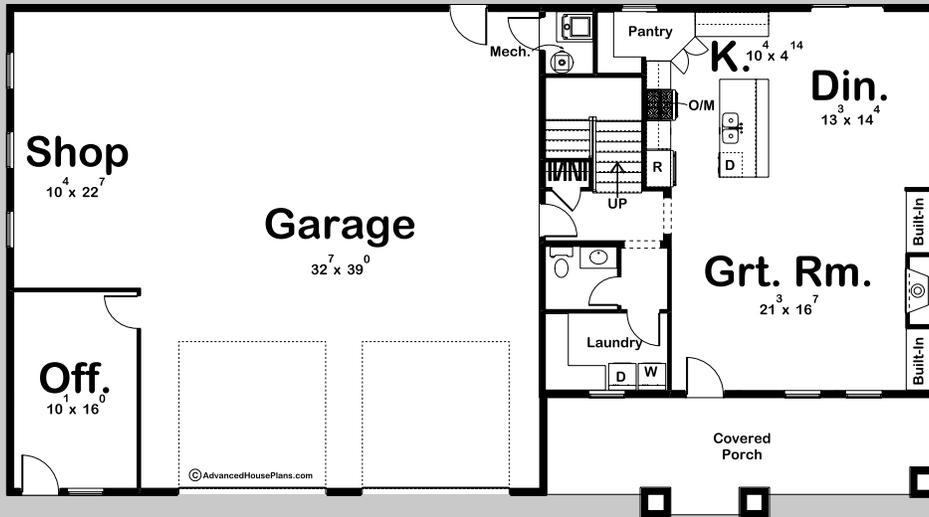
26769



TRADITIONAL STYLE
HELENA
3 BEDROOM, 3 BATHROOM, 2 CAR GARAGE

MAIN FLOOR: 1037 SQ FT
SECOND LEVEL: 957 SQ FT
TOTAL FINISHED: 1994 SQ FT

EXTERIOR DIMENSIONS
76' - 0" WIDE
41' - 0" DEEP



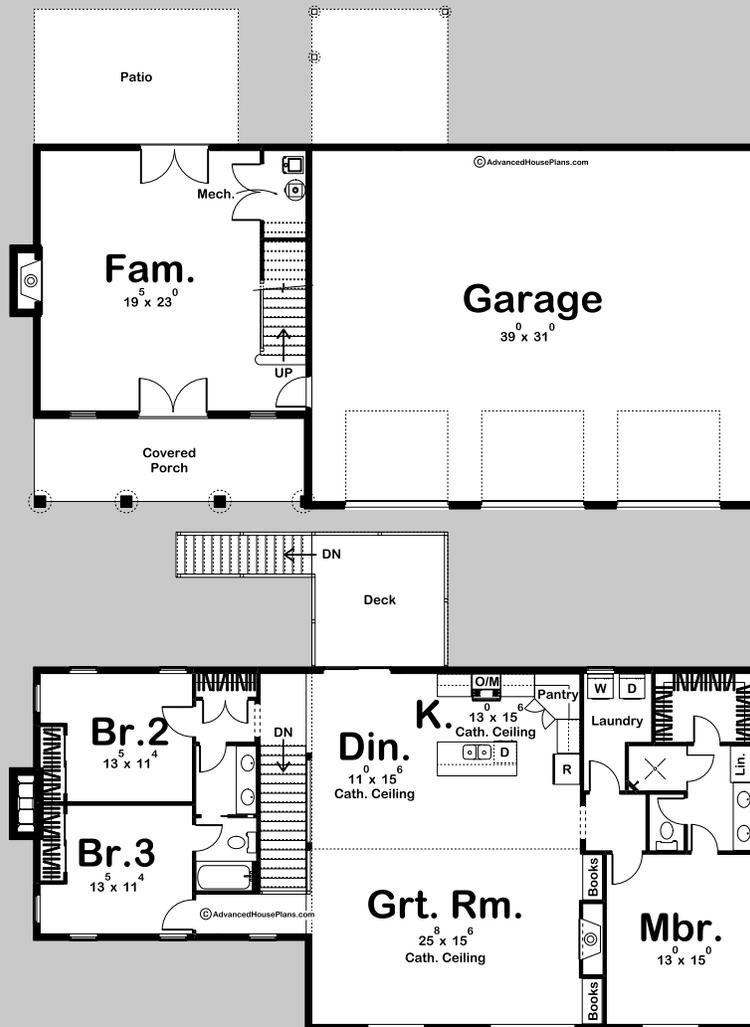
29774



TRADITIONAL POSTFRAME HOUSE
GREAT FALLS
3 BEDROOM, 2 BATHROOM, 3 CAR GARAGE

MAIN FLOOR: 575 SQ FT
SECOND FLOOR: 1800 SQ FT
GARAGE: 1269 SQ FT

EXTERIOR DIMENSIONS
66' - 0" WIDE
32' - 0" DEEP

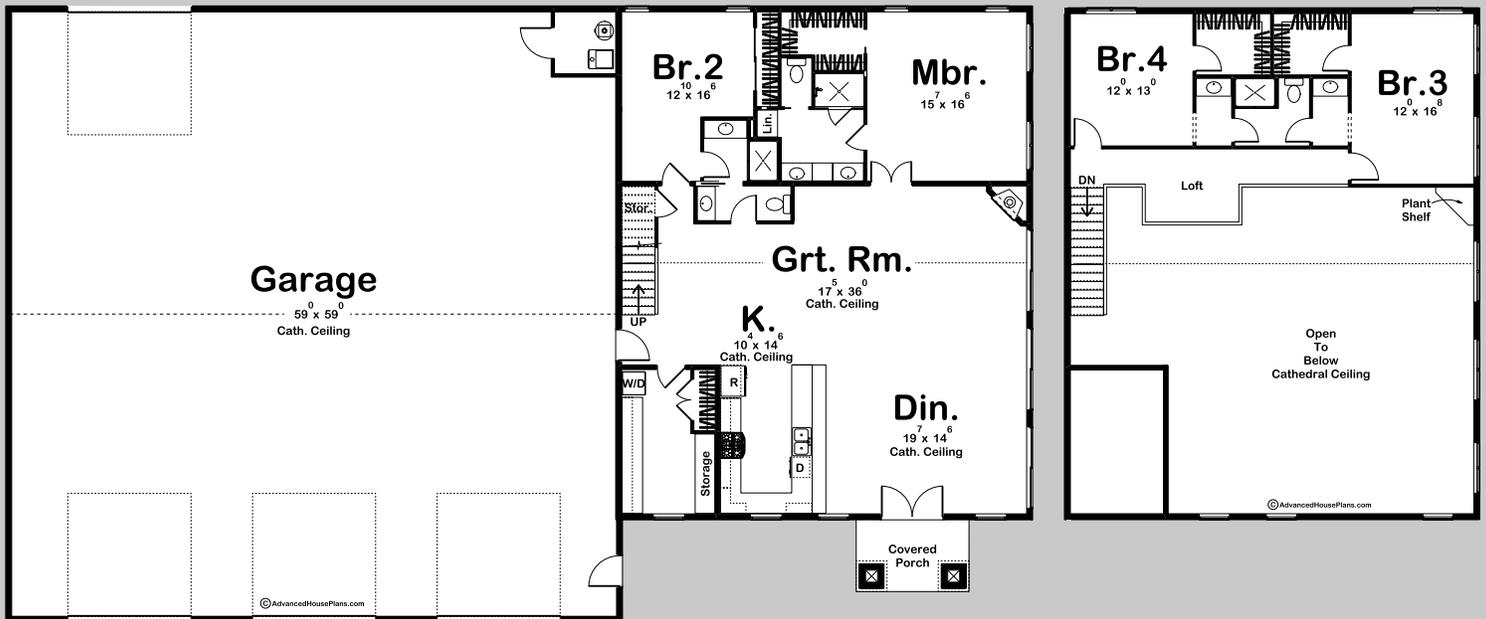


20947



TABLE ROCK
4 BED, 3 BATH, 4 CAR GARAGE

MAIN LEVEL:	2025 SQ FT	EXTERIOR DIMENSIONS
SECOND LEVEL:	751 SQ FT	100' - 0" WIDE
TOTAL FINISHED:	2776 SQ FT	60' - 0" DEEP

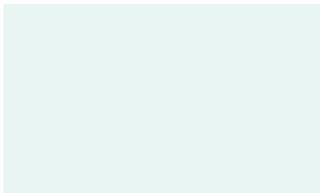


TO ORDER THIS PLAN VISIT WWW.MENARDS.COM
City Council Packet, page 108

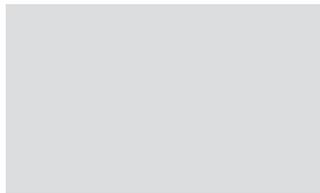
Residential

STEEL SIDING

Limited Lifetime Warranty



BRITE WHITE



WHITE



LIGHT STONE



PINEWOOD



BEIGE



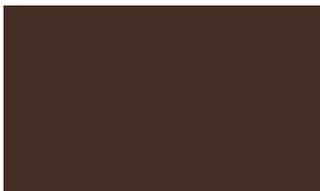
TAN



BRONZE



BURNISHED SLATE



BROWN



CHARCOAL BLACK



MIDNIGHT BLACK



EMERALD GREEN



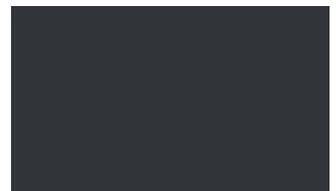
ASH GRAY



LIGHT GRAY



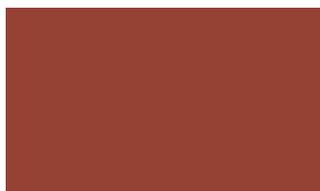
CHARCOAL GRAY



MIDNIGHT GRAY



BRITE RED



RED



COLONIAL RED



BURGUNDY



OCEAN BLUE



MIDNIGHT BLUE

MENARDS

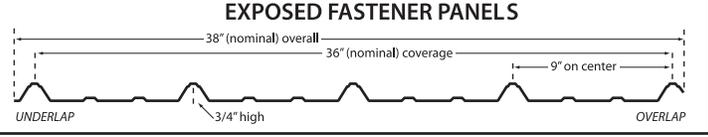
offers the BEST CHOICE of Residential Steel Siding Panels. Complete the look with our other Quality Steel Products. Steel Roofing, Soffit, Fascia, Gutter, Vents, Trim, Trim Coil, & Custom Bent Trim.

Note: Color Chips show approximate tone. Color of actual product may vary. Final color approval should be made with actual product. City of Dallas, page 109

PRO-RIB



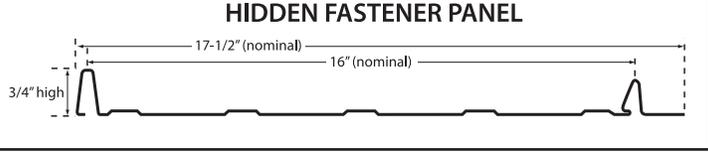
Pro-Rib and Premium Pro-Rib are the most versatile panels on the market. These panels are 36" wide coverage and can be cut to your length to the inch, for fast and easy installation. These panels can take on a rustic or industrial look on your home or building. Available in all 22 Traditional, and 4 Designer Series, steel colors that feature a matte finish.



PREMIUM PRO-SNAP



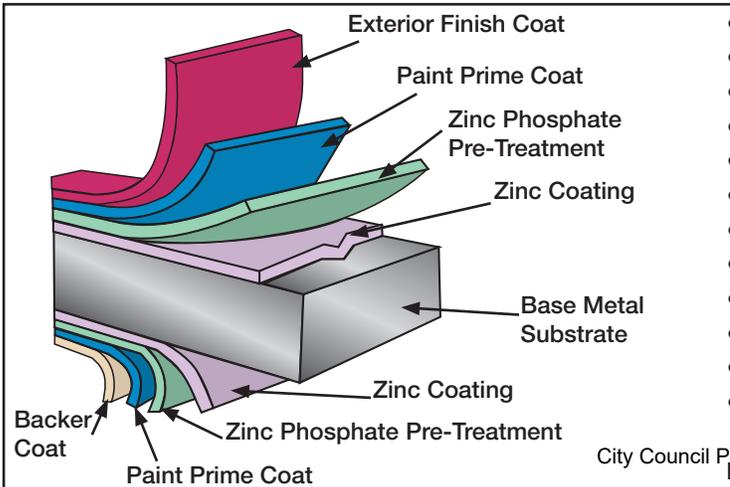
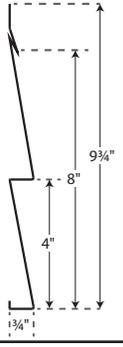
Premium Pro-Snap can be installed vertically to create a 16" mini-batten pattern that works with any home's style. Want a bigger board and batten look? Simply snap on our batten trim to create a 2-3/8" wide batten look that will never fade and will never need painting.



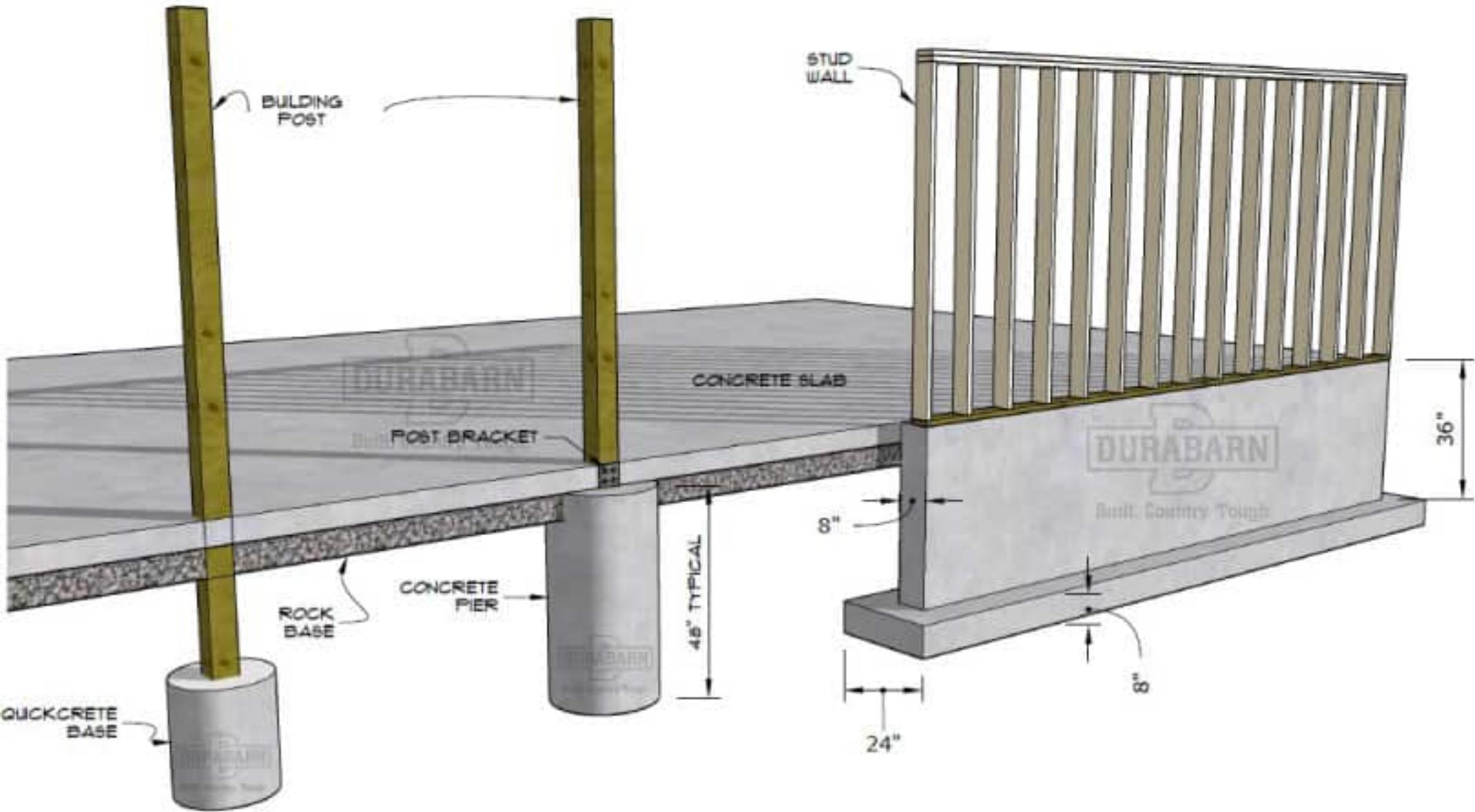
PREMIUM PRO-LAP



The Premium Pro-Lap siding gives your home the horizontal siding look with a realistic wood grain pattern. Premium Pro-Lap siding has 8" coverage and is available in 12'6", 16'8" and 20' lengths to reduce seams on any wall. With the best color retention, protection from hail, wind and fire, and limited expansion, Premium Pro-Lap is a great option for any home.



- Available in 23 colors
 - Trim available in all colors
 - Zinc Phosphate pre-treatment
 - Grade 80 (full hard steel)
 - 100,000 p.s.i. nom. tensile strength
 - UL 2218 Class 4 Hail Resistance
 - UL 790 Class A Fire Resistance
 - UL 580 Class 90 Wind Uplift
 - Structural strength ASTM-A653
 - Coil coating "paint" process ASTM-A755
 - Meets IBC 1507.4 Metal Roof Panels
 - Florida State Approval FL42461 on 5/8" Plywood, FL42564 on 2x Material
- City Council Packet, page 110
For UL details & certifications see www.ul.com



POST FRAME
W/ POST IN GROUND

POST FRAME WITH
CONCRETE PIER

SHORT WALL FOUNDATION

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



Date: July 14, 2025

Agenda Item Number: 8.0 E.1

Agenda Item: Emergency Back-Up Generator and Transfer Switch for Wells #1 and #2

Background Information:

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

The City applied for and was successfully awarded a \$10,000 Source Water Protection Grant from the Minnesota Department of Health for the installation of a transfer switch for wells 1 & 2 in the north municipal utility service area. The wells and building have two different electrical services, one 480v service to power the wells, and one 120v service to power the lights, chemical pumps and treatment equipment. Because of this complication, a single standard transfer switch will not be sufficient.

Staff have received quotes from electricians that included moving the 120v service over to the 480v service and installing a transformer. This option was quoted to cost \$40,005. The generator quoted to go with this option was \$97,412 for a total project cost of \$137,417.

Another option provided is to install two separate transfer switches with two separate generators that would power the two different electrical services. This option was quoted at \$12,279 for the transfer switches and \$52,680 for the two generators for a total project cost of \$64,959.

The first option with transfer switches and a transformer would cost the City \$30,005 and the second option with two transfer switches would cost the City \$2,279.

After the transfer switch is installed and the initial grant closed out, the City can apply for two additional grants that cover up to \$20,000 of the purchase and installation of the actual generators. The grant money is not guaranteed, but our project is likely to score highly in the competitive process.

Funding for this project is provided by the Water Enterprise Fund.

Staff are seeking a recommendation on the installation of a transfer switch along with acceptance of the \$10,000 grant and authorization to apply for the additional grants for the purchase of a generator upon completion of the transfer switch installation.

Attachments:

- 1) Midwest Electric and Generator Quote
- 2) Pioner Critical Power Quote

Fiscal Impact: As noted



Midwest Electric and Generator, LLC
 10215 Twin Lakes Road NW
 Elk River, MN 55330
 844-888-0093
<https://midwestgenerators.com/>

Estimate 89206503
 Job 89046276
 Estimate Date 6/2/2025
 Customer PO

Billing Address
 City of East-Bethel Water Plant
 24225 Pierce Path Northeast
 Bethel, MN 55005 USA

Job Address
 City of East-Bethel Water Plant
 24225 Pierce Path Northeast
 Bethel, MN 55005 USA

Estimate Details

Transfer switch Install: Provide and install 2 separate transfer switches one for a part of each service for critical parts.

Service #	Description	Quantity
T840038	Install 200amp ser 480/277v Transferswitch in place of existing disconnect to back up the well pump. Generator to be done later.	1.00
T840038	Install 100 amp 120/208v non ser transfer switch for emergency general service panel generator. Will not back up the whole service just the emergency panel moving over circuits needed to keep critical systems functioning.	1.00
		Sub-Total \$12,278.98
		Tax \$0.00
		Total \$12,278.98
		Est. Financing \$682.11

Thank you for choosing Midwest Electric and Generator, LLC

Please do not hesitate to contact us with questions or to book services. We work hard to offer you Best-In-Class for your project, and we can also provide some attractive financing options, including 18 months interest-free or a fixed 9.99%.

Our technicians are competent, licensed, and highly skilled and will leave you confident in your decision.

Midwest Electric and Generator is the only Power Pro Premier Dealer in the 5 state area, a designation meaning we meet the most stringent set of requirements ensuring customers receive an outstanding sales and service experience when purchasing. We employ expert staff, including electricians, plumbers, mechanics, and project managers, consistently receiving high reviews from our customer base.

Thank you again for the opportunity to earn your business.

All projects are subject to Midwest Electric and Generator, Inc Terms and Conditions



Midwest Electric and Generator, LLC
 10215 Twin Lakes Road NW
 Elk River, MN 55330
 844-888-0093
<https://midwestgenerators.com/>

Estimate 89506296
 Job 89436117
 Estimate Date 6/17/2025
 Customer PO

Billing Address
 City of East-Bethel Water Plant
 24225 Pierce Path Northeast
 Bethel, MN 55005 USA

Job Address
 City of East-Bethel Water Plant
 24225 Pierce Path Northeast
 Bethel, MN 55005 USA

Estimate Details

20KW Generac Emergency Generator : 20KW Air cooled emergency backup generator. This generator will back up the single 100 amp panel that the transfer switch was previously put on for an earlier estimate.

Service #	Description	Quantity
T40412	<p>1-20kW Generac Protector automatic standby generator Air cooled 1800 RPM Low Speed 3 Phase 120/208V 1-Transfer Switch already installed 5-Year ltd warranty</p> <p>Generator system to be pad mounted, within 8' back to back with existing electrical switchgear located on the side of the building. Transfer switch mounted next to existing electrical switchgear on the interior of electrical room</p> <p>1-pre-formed concrete pad 1-Set generator on site 1-Provide 26RJT generator battery 1-Provide cold weather kit</p> <p>1-Electrical permit 1-Electrical review 1-Mechanical permit 1-Mechanical review</p> <p>1-Complete electrical work, branch circuits and generator feeders Configure all grounds and neutrals as required by code. Including reconfigured of grounds and neutrals, and extend bonding system per service disconnect locations. Install surface mounted conduit from generator location to transfer switch locations. Including wiring tap box as required. Wire all control work for communication, and also charging circuit and cold weather circuit.</p> <p>1-Gas work for generator system, including tap from existing high pressure natural gas system located within 20' of new generator location. Install gas line surface mounted to final generator location. To include shut off, regulators, anti-vibration line, and sediment tee.</p>	1.00
T840061	<p>1-Factory required testing, generator registration, dealer check out, and customer training. Generator Terms: 50% DUE AT ORDERING REMAINDER DUE THE DAY OF STARTUP ** Without a credit account</p>	1.00
	<p>Notes:</p> <ul style="list-style-type: none"> • Offloading and rigging by Midwest Installation Included • Start-up and testing service is included • Permits are included • Load Bank testing is not included 	

Midwest does not provide structural engineering, roof consulting, or architectural services, and this proposal and contract shall not be construed as contracting to provide any such professional services. Contractor assumes no responsibility for design, structural adequacy, or compliance of the structure with building codes. If design services are required, Midwest shall not be responsible for the results of

required, fees to be paid by others, and are additional to this proposal.

- No retainage without written pre-accepted agreement
- Startup will not be completed without 100% payment
- A 3% surcharge will be added to all credit card payments
- Work to be scheduled during typical business hours

PRICES : Valid for 30 days from date of this proposal

TAXES : Sales Taxes are **NOT** included in estimate, and will be billed without a tax-exempt certificate

F.O.B. Shipping : Ownership of goods passes to buyer at the time the goods cross the shipping point. Pre-paid freight to jobsite is included.

CANCELLATION : Shall be subject to applicable fees but not less than 50% of the purchase price.

DELIVERY : Factory will confirm delivery at the time of order. Storage fees of 4% per month will be assessed to the buyer starting 10 days after the scheduled ship date.

INDEMNIFICATION : Signee is obligated for any and all costs of collection, and associated fees.

PROPRIETARY : This Quote/Bill of Material is proprietary to Midwest Electric and Generator
Reproduction or sharing of this Quote/Bill of material is strictly prohibited.

Sub-Total	\$10,983.84
Tax	\$0.00
Total	<u>\$10,983.84</u>
Est. Financing	\$610.17

Thank you for choosing Midwest Electric and Generator, LLC

Please do not hesitate to contact us with questions or to book services.

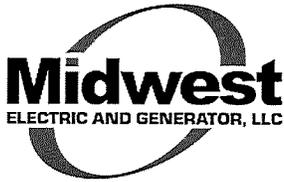
We work hard to offer you Best-In-Class for your project, and we can also provide some attractive financing options, including 18 months interest-free or a fixed 9.99%.

Our technicians are competent, licensed, and highly skilled and will leave you confident in your decision.

Midwest Electric and Generator is the only Power Pro Premier Dealer in the 5 state area, a designation meaning we meet the most stringent set of requirements ensuring customers receive an outstanding sales and service experience when purchasing. We employ expert staff, including electricians, plumbers, mechanics, and project managers, consistently receiving high reviews from our customer base.

Thank you again for the opportunity to earn your business.

All projects are subject to Midwest Electric and Generator, Inc Terms and Conditions



Midwest Electric and Generator, LLC
 10215 Twin Lakes Road NW
 Elk River, MN 55330
 844-888-0093
<https://midwestgenerators.com/>

Estimate 89496195
 Job 89436117
 Estimate Date 6/17/2025
 Customer PO

Billing Address
 City of East-Bethel Water Plant
 24225 Pierce Path Northeast
 Bethel, MN 55005 USA

Job Address
 City of East-Bethel Water Plant
 24225 Pierce Path Northeast
 Bethel, MN 55005 USA

Estimate Details

80KW Generac Generator: Generac generator to back up the 480/277v well pump service. Generator sized for motor load. Transfer switch all ready installed from previous estimate.

Service #	Description	Quantity
T40412	<p>1-80kW Generac Protector automatic standby generator 4.5L NG 1800 RPM Low Speed 3 Phase 277/480V Transfer Switch all ready installed 5-Year ltd warranty</p> <p>Generator system to be pad mounted, within 8' back to back with existing electrical switchgear located on the side of the building. Transfer switch mounted next to existing electrical switchgear on the interior of electrical room</p> <p>1-poured concrete pad 1-Set generator on site 1-Bobcat work for setting of generator 1-Provide 26RJT generator battery 1-Provide battery heater thermostat 1-Coolant circulator, with thermostat</p> <p>1-Electrical permit 1-Electrical review 1-Mechanical permit 1-Mechanical review</p> <p>1-Complete electrical work, branch circuits and generator feeders Configure all grounds and neutrals as required by code. Including reconfigured of grounds and neutrals, and extend bonding system per service disconnect locations. Install surface mounted conduit from generator location to transfer switch locations. Including wiring tap box as required. Wire all control work for communication, and also charging circuit and cold weather circuit.</p> <p>1-Gas work for generator system, including tap from existing high pressure natural gas system located within 20' of new generator location. Install gas line surface mounted to final generator location. To include shut off, regulators, anti-vibration line, and sediment tee.</p>	1.00
T840061	<p>1-Factory required testing, generator registration, dealer check out, and customer training. Generator Terms:</p> <p>50% DUE AT ORDERING REMAINDER DUE THE DAY OF STARTUP ** Without a credit account</p> <p>Notes:</p> <ul style="list-style-type: none"> • Offloading and rigging by Midwest Installation Included • Start-up and testing service is included • Permits are included • Load Bank testing is not included 	1.00

Contractor assumes no responsibility for design, structural adequacy, or compliance of the structure with building codes. If design services are required, Midwest shall not be responsible for the results of such services, whether or not such services are provided in relation to this. If structural engineering is required, fees to be paid by others, and are additional to this proposal.

- No retainage without written pre-accepted agreement
- Startup will not be completed without 100% payment
- A 3% surcharge will be added to all credit card payments
- Work to be scheduled during typical business hours

PRICES : Valid for 30 days from date of this proposal

TAXES : Sales Taxes are **NOT** included in estimate, and will be billed without a tax-exempt certificate

F.O.B. Shipping : Ownership of goods passes to buyer at the time the goods cross the shipping point. Pre-paid freight to jobsite is included.

CANCELLATION : Shall be subject to applicable fees but not less than 50% of the purchase price.

DELIVERY : Factory will confirm delivery at the time of order. Storage fees of 4% per month will be assessed to the buyer starting 10 days after the scheduled ship date.

INDEMNIFICATION : Signee is obligated for any and all costs of collection, and associated fees.

PROPRIETARY : This Quote/Bill of Material is proprietary to Midwest Electric and Generator

~~Reproduction or sharing of this Quote/Bill of material is strictly prohibited.~~

Sub-Total	\$41,697.80
Tax	\$0.00
Total	\$41,697.80
Est. Financing	\$2,316.50

Thank you for choosing Midwest Electric and Generator, LLC

Please do not hesitate to contact us with questions or to book services.

We work hard to offer you Best-In-Class for your project, and we can also provide some attractive financing options, including 18 months interest-free or a fixed 9.99%.

Our technicians are competent, licensed, and highly skilled and will leave you confident in your decision.

Midwest Electric and Generator is the only Power Pro Premier Dealer in the 5 state area, a designation meaning we meet the most stringent set of requirements ensuring customers receive an outstanding sales and service experience when purchasing. We employ expert staff, including electricians, plumbers, mechanics, and project managers, consistently receiving high reviews from our customer base.

Thank you again for the opportunity to earn your business.

All projects are subject to Midwest Electric and Generator, Inc Terms and Conditions



Lead Time: 8 to 10 weeks after receipt of order

Delivery Address 2241 221st Ave NE, East Bethel, MN 55011
 Site Address , ,
 Billing Address , ,

Terms & Conditions

DELIVERY Lead time varies for special-order equipment and will be updated as expectations change.

CANCELLATION Orders for equipment made to specifications are not alterable or cancelable once placed with the manufacturer. Stocked goods accepted for return will be subject to a 20% restocking fee.

PROPRIETY Seller's quotation is confidential in its entirety and may not be shared, outside the firm to whom it is directed, without Pioneer Critical Power's express permission.

BILLING 80% billed upon delivery, due the earlier of Net 30 or when start-up is requested.
 Balance billed upon start-up, due Net 30.

PAYMENT **Wire Transfer or ACH** (preferred): JP Morgan Chase Bank
 270 Park Avenue, 43rd floor New York, NY 10017
 depository account = 80012638094
 ABA (routing) #: 021202337 (for direct deposits & ACH txns)
 ABA (routing) #: 021000021 (for wire transfers)

Check: made payable to Pioneer Critical Power and mailed to 8900 109th Ave N, Suite 800,

COLLECTION 1½% per month (19.56% APR) finance charge assessed and enforced on overdue amounts. Buyer agrees to indemnify seller against any and all costs of collection, including reasonable attorney's fees.

Acceptance I have confirmed and accept the scope, terms & conditions of the order herein.
 Quote No. NEQ-06-10-25 Quote Date 6/10/2025

Accepted By _____ Accepted Date _____

PO # _____

Desired Delivery Date ATS _____ Generator _____

Order Ready _____ Hold for Submittals Approval _____ Execute the Order

Add Site Notes



Quote & Proposal

Quote # NEQ-06-10-25 Date: 6/10/2025 Expires: 7/10/2025
 Issued to: **City of East Bethel - Pump Station**
 Attn: Nate Ayshford By: Adam Humphries
 Phone: 763-354-8861 612-723-8773
 Email: nate.ayshford@ci.east-bethel.mn.us ahumphries@pioneercriticalpower.com

Proposed Sale & Installation of Gillette 200kW (480V) Outdoor (NG) Generator at City of East Bethel Pump Station

We appreciate the opportunity to provide the following proposal for your consideration.

Installation of Gillette 200kW (480V) Outdoor (NG) Generator at City of East Bethel Pump Station

- Set and install new 200kW generator
- Complete natural gas hookup to new generator
- Trench conduit and wiring as necessary to newly installed 200A & 104A ASCO ATS
- Make all electrical/control connections as needed. All components included
- Provide startup/commissioning/permits/inspections
- *Includes 2 Year Factory Warranty on all installed equipment
- **Two technicians/3-4 days of work (normal hours)
- ***Customer will install concrete pad prior to PCP arriving for generator install. (PCP will coordinate with city to determine size/location of new concrete pad.

<u>Excluded</u>	<u>Included</u>	
X		Removal & Disposal of Existing Generator
	X	Load Bank Tested
	X	Delivery
	X	Offloading
	X	Installation
	X	Required Permits
X		Fuel
	X	Start-up & (same day) Training
	X	Digital O&M
X		Preventative Maintenance
	X	Factory Warranty

Price: \$ 97,412

Sales Tax: Responsibility of Seller



Lead Time: 12 to 14 weeks after receipt of order

Delivery Address 2241 221st Ave NE, East Bethel, MN 55011
Site Address , ,
Billing Address , ,

Terms & Conditions

DELIVERY Lead time varies for special-order equipment and will be updated as expectations change.

CANCELLATION Orders for equipment made to specifications are not alterable or cancelable once placed with the manufacturer. Stocked goods accepted for return will be subject to a 20% restocking fee.

PROPRIETY Seller's quotation is confidential in its entirety and may not be shared, outside the firm to whom it is directed, without Pioneer Critical Power's express permission.

BILLING 80% billed upon delivery, due the earlier of Net 30 or when start-up is requested.
Balance billed upon start-up, due Net 30.

PAYMENT **Wire Transfer or ACH** (preferred): JP Morgan Chase Bank
270 Park Avenue, 43rd floor New York, NY 10017
depository account = 80012638094
ABA (routing) #: 021202337 (for direct deposits & ACH trxn)
ABA (routing) #: 021000021 (for wire transfers)

Check: made payable to Pioneer Critical Power and mailed to 8900 109th Ave N, Suite 800,

COLLECTION 1½% per month (19.56% APR) finance charge assessed and enforced on overdue amounts. Buyer agrees to indemnify seller against any and all costs of collection, including reasonable attorney's fees.

Acceptance

I have confirmed and accept the scope, terms & conditions of the order herein.
Quote No. NEQ-06-10-25 Quote Date 6/10/2025

Accepted By _____ Accepted Date _____

PO # _____

Desired Delivery Date ATS _____ Generator _____

Order Ready _____ Hold for Submittals Approval _____ Execute the Order

Addl Site Notes

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



Date: July 14, 2025

Agenda Item Number: 8.0 F.1

Agenda Item: Fire Station Flooring Bids

Background Information:

The fire station floors are aging and starting to show it. This topic was brought up by multiple fire department members as a priority for them in preserving and improving the stations. This topic was brought up at a city council work meeting and direction was given to research companies that could provide a new concrete coating for all three stations, to include the office area at Station 1. Chief Cielocha has completed that research and will present quotes supplied by Volt Coatings, SwedeBro, and Modern Concrete Coatings.

Attachment(s): One quote for each of the three stations from the three companies.

Fiscal Impact: The total fiscal impact of this project will be \$87,029.05 (Volt Coatings). This is to complete all three stations this year, including the office, bathrooms, and workrooms at Station 1.

Recommendation(s): All of these quotes are like quotes, using similar materials and processes. The significant difference lies in the warranty offered for the work by each company. Volt offers a 25-year warranty. SwedeBro provides a one (1)-year warranty, and Modern Concrete Coatings offers a five (5)-year warranty. The recommended action for this project is to go with Volt Coatings at the above-quoted price. Volt Coatings' 25-year warranty includes yellowing, peeling, and chipping. The one area Volt does not cover is cracking due to the concrete slab moving for any reason.

Attachments:

1. Volt quote
2. SwedeBro quote
3. MCC quote

City Council Action:

Motion by: _____

Second by: _____

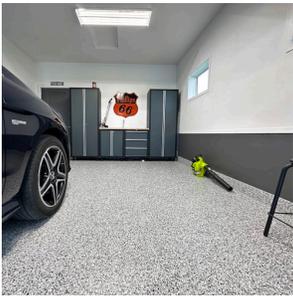
Vote Yes: _____

Vote No: _____

Prepared for: Jeff Cielocha 2751 Viking Blvd NE East Bethel, MN 55092 jeff.cielocha@ci.east-bethel.mn.us (612) 685-1784	June 13, 2025 Volt Coatings Blake Dungey 1558 Ironwood Drive, Carver, MN 55315 P: (612) 751-1436 blake@voltcoatings.com voltcoatings.com	No. 4607
---	---	-----------------

Fire Station #1

Full-Flake Coating



Full-Flake Coating

Quantity

1

Measurement

5153 (Sq. Ft.)

Notes

Garage Bays

Level 1 Diamond Grind:

- Our Level 1 surface prep is for like-new concrete with minimal imperfections.
- Grind top-layer of concrete with Diamond blades to remove contaminants and open pores of concrete for increased coating adhesion.
- Includes hand-grinding all edges.
- Use of HEPA Filter/OSHA approved vacuums to eliminate any airborne dust.

High-Performance Flake System Application:

- Basecoat 100% Solids Primer
- Full-Broadcast Vinyl Flake 1/4
- 90% Solids Top-Coat UV Stable Polyaspartic

25 Year Limited Warranty

Non-Slip Additive

Yes

Concrete Condition

Good/Minor Defects

Verticals

None

Coating Removal			
	Quantity	Measurement	Selected Option
	1	5153 (Sq.Ft)	Level 3 - Professional Grade/Thick

Pitting



Quantity
1

Measurement
950 (Sq. ft.)

Selected Option
Level 3 - Heavy

Crack Repair



Quantity
1

Measurement
4 (Fixed)

Selected Option
Level 2 - Mild

High-Wear Urethane



Quantity
1

Measurement
5153 (Sq.Ft)

Selected Option
Over 2,000 Sq.Ft

OPTIONAL: 2nd top-coat for dual layer protection.

Joint Fill



Quantity
1

Measurement
847 (Ln.Ft)

Disposal Fee

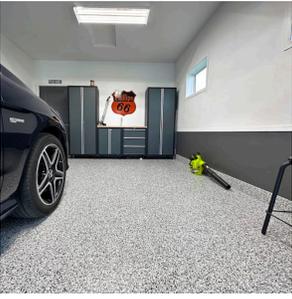


Quantity
1

Proper disposal/haul-away of hazardous and non-hazardous material.

Price: \$45,244.55

Full-Flake Coating



Full-Flake Coating

Quantity

1

Measurement

1005 (Sq. Ft.)

Notes

Office Hallways + Bathrooms + Call Room

Level 1 Diamond Grind:

Our Level 1 surface prep is for like-new concrete with minimal imperfections.

- Grind top-layer of concrete with Diamond blades to remove contaminants and open pores of concrete for increased coating adhesion.
- Includes hand-grinding all edges.
- Use of HEPA Filter/OSHA approved vacuums to eliminate any airborne dust.

High-Performance Flake System Application:

- Basecoat 100% Solids Primer
- Full-Broadcast Vinyl Flake 1/4
- 90% Solids Top-Coat UV Stable Polyaspartic

25 Year Limited Warranty

Non-Slip Additive

Yes

Concrete Condition

Good/Minor Defects

Verticals

Yes

Coating Removal



Quantity

2

Measurement

1005 (Sq.Ft)

Selected Option

Level 4 - Extreme Removal

Crack Repair



Quantity

1

Measurement

4 (Fixed)

Selected Option

Level 2 - Mild

Vertical Curbing



Quantity

1

Measurement

120 (Sq.ft.)

High-Wear Urethane

**Quantity**

1

Measurement

1005 (Sq.Ft)

Selected Option

Under 2000 Sq.Ft

OPTIONAL: 2nd top-coat for dual layer protection.

Disposal Fee

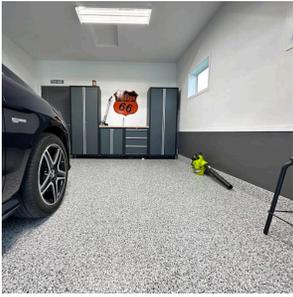
**Quantity**

1

Proper disposal/haul-away of hazardous and non-hazardous material.

Price: \$12,657.25

Full-Flake Coating



Full-Flake Coating

Quantity

1

Measurement

586 (Sq. Ft.)

Notes

Laundry Room + Janitor Closet + Shop Closet + Laundry Room

Level 1 Diamond Grind:

Our Level 1 surface prep is for like-new concrete with minimal imperfections.

- Grind top-layer of concrete with Diamond blades to remove contaminants and open pores of concrete for increased coating adhesion.
- Includes hand-grinding all edges.
- Use of HEPA Filter/OSHA approved vacuums to eliminate any airborne dust.

High-Performance Flake System Application:

- Basecoat 100% Solids Primer
- Full-Broadcast Vinyl Flake 1/4
- 90% Solids Top-Coat UV Stable Polyaspartic

25 Year Limited Warranty

Concrete Condition

Good/Minor Defects

Verticals

None

Coating Removal



Quantity

1

Measurement

586 (Sq.Ft)

Selected Option

Level 4 - Extreme Removal

Crack Repair



Quantity

1

Measurement

3 (Fixed)

Selected Option

Level 2 - Mild

Vertical Curbing



Quantity

1

Measurement

20 (Sq.ft.)

High-Wear Urethane

**Quantity**

1

Measurement

586 (Sq.Ft)

Selected Option

Under 2000 Sq.Ft

OPTIONAL: 2nd top-coat for dual layer protection.

Disposal Fee

**Quantity**

1

Proper disposal/haul-away of hazardous and non-hazardous material.

Price: \$6,123.20

Pricing

Grand Total: **\$64,025.00**

Deposit Amount: \$32,012.50

Balance Due: \$32,012.50

Payment Terms

We securely store your payment information (Credit Card or ACH).

- 50% deposit is required to schedule your project.
- Final balance will be automatically processed upon completion using the stored payment method.

For multi-phase projects:

- 50% deposit up front
- Progress payments will be processed after each completed phase, based on the work completed.

Warranty (Warranty is not transferable or assignable)

Volt Coatings Limited 25-Year Guarantee warrants any surface coating delamination or peeling from the concrete surface. 25-year warranty applies to residential garages only. Exterior surfaces come with a 7-Year warranty. Commercial environments comes with a 2-year warranty.

Warranty does not apply to; Concrete failure under the applied coating system. (heaving, popping, corroding, etc.) Cracking of any kind. Cracking is caused by concrete movement, shifting, settling, etc. Hydrostatic pressure, moisture intrusion or any other moisture related issue. Damage incurred by customer negligence or abuse. Exposure to battery acid or Acts of God. Our concrete coating warranty solely covers the cost of materials and does not extend to any other expenses. Therefore, we shall not be held liable for any financial responsibility beyond the cost of materials.

Notices

Imperfections and variations in your current floor may still be visible after the coating system is installed. Stem walls, steps and any vertical surfaces (if included as a line item in the proposal) may vary in appearance/texture from the floor finish.

----Invoice Terms----

IMPERFECTIONS in the floor may still be visible after coating is applied. The Property Owner has been made aware of this. Unless indicated above, Stem Walls and Steps would be an additional fee as they are a line-item option. Only items listed above will be performed. Any additional tasks would be added with an additional charge upon the customer's approval.

CHANGE ORDER Once a project is started, there may be unforeseen circumstances that prevent a coating from being applied. Most common reason is concrete failure. If it is determined that the coating cannot be completed, customer will be contacted and alternative options will be discussed.

HAZARDOUS DISPOSAL FEE There will be a disposal fee of \$64.00 added to the total bid.

WARRANTY: I agree to the conditions of the warranty offered with the system selected.

FINANCIAL RESPONSIBILITY: I further agree to pay all finance charges, collection cost, attorney's fees, and any other cost that may be incurred to enforce collection of any amount outstanding. Per my cardholder agreement, I agree to pay any and all credit card fees in accordance with the terms of my cardholder agreement.

ACCEPTANCE: The above prices, specifications, and conditions are satisfactory and are hereby accepted, Nordic Epoxy, LLC DBA Volt Coatings is authorized to complete the contract as specified. I understand that a fifty dollar (\$50) surcharge will be accessed for any returned checks. If Volt Coatings has not received payment in full after the job is complete, a late payment charge of 10% monthly is applied when payment has not been received by the company within 30 days of completion.

CANCELLATION TERMS: Once a Job has been accepted and a deposit has been paid, any canceled jobs will be subject to 25% administrative/restocking fee and will be deducted from down payment refund.

CONTRACTOR'S NOTICE TO OWNER:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount due from us until 120 day after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material from the improvement and who gave you timely notice.

---Disclosure Agreement---

ACCESS TO AREA BEING COATED: Customer is responsible to provide Volt Coatings access to area being coated MON - FRI (access code, open door, keys, door opener, etc). Customers are not required to be present during the coating process. Due to unforeseeable changes in crew schedules, making arrangements to be present is discouraged and is not an acceptable form of access.

REMOVAL OF ITEMS: Installers do not move or remove any items from the area being coated, unless otherwise prearranged. It is the responsibility of the customer to have all items removed prior to installation.

FLOOR STYLE, COLOR & SIZE: Customer has reviewed and approves square footage measurements, floor color, and style. Customer also understands that there may be slight variations in colors from the samples provided.

FLOOR TEXTURE: The finished texture of your floor may be different from the samples shown at time of bid. Samples do not have anti-slip on them. The finish texture and appearance of vertical surfaces may also differ from the floor as each coating cannot be applied at the same wet mil thickness as the floor due to product run-off. Additional coats can be added for a fee.

MATS: Mats should not be applied to coating until 72- hour cure time has expired. Discoloration from use of non-approved mats can occur. Recoating these areas would be at the Customer's expense.

NON-SLIP AGGREGATE: If a customer chooses to exclude an anti-slip aggregate additive, the floor may be slippery when wet. Customer also understands that the coating may be slippery under certain conditions WITH or WITHOUT aggregate additive. In no event shall Volt Coatings be responsible for injury incurred by a slip or fall that occurs on or around any surface that Volt Coatings has installed a coating on. It is the purchaser's sole responsibility to provide for their own safety and the safety of their guests.

CURING TIME: Recommended cure time for summer projects (April - October): walk on the coating 24 hours after the last clear coat has been applied. Park your vehicles or move heavy items back into space 72 hours after the last clear coat has been applied.

LARGE/HEAVY ITEMS: When moving large appliances or other heavy items, never drag them across the floor. The use of a dolly or hand truck is recommended to prevent damage to the coating.

DUST: During the grind/prep phase it should be known that there can be dust from the grinder and/or demo equipment. While we use dust control HEPA vacuum systems, in no way can we guarantee a 100% dust/debris environment. Please expect dust to be present upon completion of your project. Depending upon the hardness of your concrete, the dust may be excessive. It is the responsibility of the customer to ensure that any dust sensitive items are removed from the area or covered with plastic.

ODORS: To provide the highest quality coating, we may use materials that contain high odor content. These materials emit odors that may cause temporary discomfort. Volt Coatings makes every effort to minimize the odors from entering the property. If you have any questions, please contact our office.

HEALTH ISSUES: By signing this form, you have indicated you have no health issues related to respiratory or sensitivity to smell. Volt Coatings is not responsible for any discomfort that may occur during the process or after. If any health issues exist, it is the customer's responsibility to make Volt Coatings aware before the project starts & sign a health waiver to proceed.

DAMAGES / REIMBURSEMENTS: Volt Coatings will not issue any reimbursements without prior arrangements.

GAS WATER HEATERS: Volt Coatings may use leaf blowers in the cleaning/drying process. While every precaution is taken, it is possible that the blower may extinguish the pilot light. On newer water heaters, the vapor sensor may trigger your heater to shut off. Volt Coatings does not cover any charges that may result from the water heater shutting down.

WATER SOFTENER: Volt Coatings will coat around the water softener unless the homeowner has the softener removed.

CABINETS: Volt Coatings will not be responsible for pre-existing damages to cabinets.

PLASTIC PROTECTION & CAUTION TAPE: To protect your new floor from early use, inclement weather, unwanted animals or debris, we will leave plastic up upon completion of your project. Please feel free to remove after your full cure time has expired & discard.

---Non-Transferrable Limited Coating Warranty | High-Performance Flake Floor System Only---

1. Volt Coatings guarantees against any primer delamination (peeling) due to product failure. Non-Transferrable Limited 25-Year Residential Warranty. 2-Year Commercial Warranty

2. **EXISTING COATING:** If Volt Coatings coats over an existing coating without an attempt to grind existing coating off, no warranty will be provided as we cannot guarantee the bond of the existing coating to the concrete.

3. **CUSTOMER NEGLIGENCE: (Non-warranty: Requires Repair Fee)**

- a. Volt Coatings does not guarantee coating against damages caused by customer negligence or abuse.
- b. Volt Coatings does not guarantee against staining caused by tires, hot-tires, grease, oil, gasoline, transmission fluid, battery acid, or other chemical spills. These will cause coating to dull in areas where spill/exposure occurs.
- c. Volt Coatings does not guarantee against discoloration/dullness due to improper care which includes but is not limited to lack of cleaning, heavy use, harsh chemical cleaning, or cleaning with abrasive materials and/or chemicals, or the use of scrubbing / buffing machines. Regular cleaning is required to ensure life of the floor.
- d. Volt Coatings does not guarantee against scratches due to negligence. Customer understands the floor will scratch if heavy or sharp objects are dropped onto or slid/dragged across the floor.
- e. Rust Stains: Metal items need to have protection between the floor coating and the metal item to ensure against staining.

4. **CONCRETE FAILURE: (Non-warranty. Requires Repair Fee)**

- a. Cracks: Volt Coatings does not guarantee against cracking /cracking of coating caused by concrete heaving /shifting, popping, settling, or ground movement. Areas can be repaired for an additional charge.
- b. Aggregate Pops: Volt Coatings does not guarantee that aggregate pops will not occur. A coating cannot prevent aggregate pops. If aggregate pops occur or concrete fails undercoating, the area can be repaired for a fee.
- c. Moisture: Moisture intrusion, hydrostatic pressure, or other moisture related issues are not warranted, however can be repaired for an additional charge. Volt Coatings will test for moisture prior to coating installation to see if moisture levels indicate the installation of a Moisture Vapor Barrier coating.
- d. Rust Stains: Volt Coatings does not warranty against rust stains that appear from concrete substrate beneath the coating. This is a result of a rusting substance in the concrete such as rebar and cannot be prevented by a coating.
- e. Any exposed edges - such as where driveway and coating meet - are not under warranty. These areas are subject to extreme conditions such as harsh weather conditions & constant tire impact.

5. **WATERPROOFING/POOLING: (Non-warranty)**

- a. SpanCrete: While application of our system greatly increases protection from water & moisture intrusion, it is not intended to be a waterproofing solution. Shifting and movement of the SpanCrete may occur. Volt Coatings does not guarantee against water leakage/intrusion to areas below Span Crete or to the actual surface coated.
- b. Low Spots / Pooling / Drainage: While every attempt to fill low areas will be made, pooling may still occur. Our coating system is not designed/sold as a concrete leveling system. Excess water will collect on the surface of your floor as there is no longer a porous surface (raw concrete) for water to drain. The coating will not redirect drainage of water, but will protect the concrete from its absorption and consequent deterioration.

6. **APPEARANCE:**

- a. Concrete Cracks: Every attempt will be made to disguise cracks in the concrete slab; however, Volt Coatings does not guarantee that these cracks will no longer be visible or reappear.

- b. Expansion Joints: Expansion joints and saw cuts may be filled but may still be visible after final clear coat. Expansion joints are seams designed to move and shift with the concrete. Each joint is filled with a flexible polymer filler designed to move and shift along with the concrete. However, in cases of shifting, the coating may crack as it is being stressed by the moving concrete. This is normal and may be expected.
- c. Damaged Floors: This coating is only cosmetic in nature. While every attempt will be made to conceal existing damage, some flaws / imperfections may be seen after the final coat.
- d. Stem Walls: Coated stem wall appearance may vary from floor finish; however, every attempt will be made toward uniformity
- e. Finish Texture: Due to the uneven nature and variation in the coarseness of concrete at the outset, the final finish and/or texture may vary upon completion. Final coating may also vary from sample provided or showroom floor.

7. WARRANTY REPAIRS: Warranty work will not be done if the balance of the project has not been paid in full. Any unpaid balance may constitute warranty being voided.

Warranty work will also be limited to spot repair.

a. Fees: Non-warranty repairs can be made at a fee. Repair fee is \$200 for the first hour and \$50/hour after the first hour.

b. Touchups / repairs: Although Volt Coatings will make every attempt to blend the repair work, variation in the coating and/or chip colors may be noticeable.

X

Jeff Cielocha

X

Company Authorized Signature

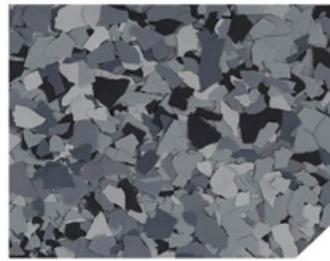
COLOR CHART: STOCKED FLAKE BLENDS



Outback



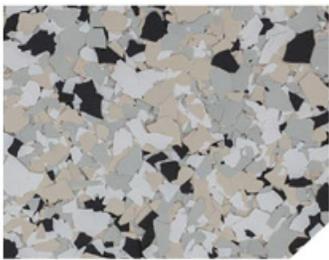
Dovetail



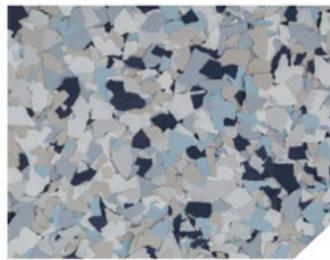
Nightfall



Shoreline



Cabin Fever



Rapids



Madras



Gravel



Basalt



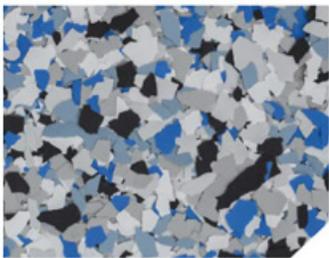
Creek Bed



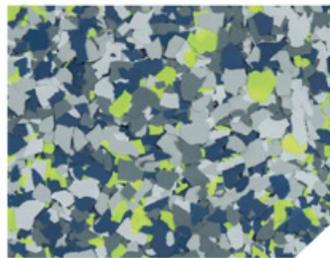
Dominio



Raven



Boys in Blue

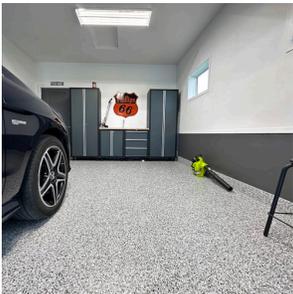


Custom

Prepared for: Jeff Cielocha 2751 Viking Blvd NE East Bethel, MN 55092 jeff.cielocha@ci.east-bethel.mn.us (612) 685-1784	June 9, 2025 Volt Coatings Blake Dungey 1558 Ironwood Drive, Carver, MN 55315 P: (612) 751-1436 blake@voltcoatings.com voltcoatings.com	No. 4557
---	--	-----------------

Fire Station #2 -- 2375 221st Ave NE

Full-Flake Coating



Full-Flake Coating

Quantity

1

Measurement

2443 (Sq. Ft.)

Notes

Level 1 Diamond Grind:

- Our Level 1 surface prep is for like-new concrete with minimal imperfections.
- Grind top-layer of concrete with Diamond blades to remove contaminants and open pores of concrete for increased coating adhesion.
 - Includes hand-grinding all edges.
 - Use of HEPA Filter/OSHA approved vacuums to eliminate any airborne dust.

High-Performance Flake System Application:

- Basecoat 100% Solids Primer
- Full-Broadcast Vinyl Flake 1/4
- 90% Solids Top-Coat UV Stable Polyaspartic

25 Year Limited Warranty

Non-Slip Additive

Yes

Concrete Condition

Good/Minor Defects

Verticals

None

Coating Removal



Quantity

1

Measurement

2443 (Sq.Ft)

Selected Option

Level 2 - Sealer/DIY

Crack Repair



Quantity
1

Measurement
1 (Fixed)

Selected Option
Level 2 - Mild

Joint Fill



Quantity
1

Measurement
180 (Ln.Ft)

High-Wear Urethane



Quantity
1

Measurement
2443 (Sq.Ft)

Selected Option
Over 2,000 Sq.Ft

OPTIONAL: 2nd top-coat for dual layer protection.

Disposal Fee



Quantity
1

Proper disposal/haul-away of hazardous and non-hazardous material.

Price: \$18,830.05

Pricing

Grand Total:	\$18,830.05
Deposit Amount:	\$9,415.02
Balance Due:	\$9,415.03

Payment Terms

We securely store your payment information (Credit Card or ACH).

- 50% deposit is required to schedule your project.
- Final balance will be automatically processed upon completion using the stored payment method.

For multi-phase projects:

- 50% deposit up front
- Progress payments will be processed after each completed phase, based on the work completed.

Warranty (Warranty is not transferable or assignable)

Volt Coatings Limited 25-Year Guarantee warrants any surface coating delamination or peeling from the concrete surface. 25-year warranty applies to residential garages only. Exterior surfaces come with a 7-Year warranty. Commercial environments comes with a 2-year warranty.

Warranty does not apply to; Concrete failure under the applied coating system. (heaving, popping, corroding, etc.) Cracking of any kind. Cracking is caused by concrete movement, shifting, settling, etc. Hydrostatic pressure, moisture intrusion or any other moisture related issue. Damage incurred by customer negligence or abuse. Exposure to battery acid or Acts of God. Our concrete coating warranty solely covers the cost of materials and does not extend to any other expenses. Therefore, we shall not be held liable for any financial responsibility beyond the cost of materials.

Notices

Imperfections and variations in your current floor may still be visible after the coating system is installed. Stem walls, steps and any vertical surfaces (if included as a line item in the proposal) may vary in appearance/texture from the floor finish.

----Invoice Terms----

IMPERFECTIONS in the floor may still be visible after coating is applied. The Property Owner has been made aware of this. Unless indicated above, Stem Walls and Steps would be an additional fee as they are a line-item option. Only items listed above will be performed. Any additional tasks would be added with an additional charge upon the customer's approval.

CHANGE ORDER Once a project is started, there may be unforeseen circumstances that prevent a coating from being applied. Most common reason is concrete failure. If it is determined that the coating cannot be completed, customer will be contacted and alternative options will be discussed.

HAZARDOUS DISPOSAL FEE There will be a disposal fee of \$64.00 added to the total bid.

WARRANTY: I agree to the conditions of the warranty offered with the system selected.

FINANCIAL RESPONSIBILITY: I further agree to pay all finance charges, collection cost, attorney's fees, and any other cost that may be incurred to enforce collection of any amount outstanding. Per my cardholder agreement, I agree to pay any and all credit card fees in accordance with the terms of my cardholder agreement.

ACCEPTANCE: The above prices, specifications, and conditions are satisfactory and are hereby accepted, Nordic Epoxy, LLC DBA Volt Coatings is authorized to complete the contract as specified. I understand that a fifty dollar (\$50) surcharge will be accessed for any returned checks. If Volt Coatings has not received payment in full after the job is complete, a late payment charge of 10% monthly is applied when payment has not been received by the company within 30 days of completion.

CANCELLATION TERMS: Once a Job has been accepted and a deposit has been paid, any canceled jobs will be subject to 25% administrative/restocking fee and will be deducted from down payment refund.

CONTRACTOR'S NOTICE TO OWNER:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount due from us until 120 day after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material from the improvement and who gave you timely notice.

---Disclosure Agreement---

ACCESS TO AREA BEING COATED: Customer is responsible to provide Volt Coatings access to area being coated MON - FRI (access code, open door, keys, door opener, etc). Customers are not required to be present during the coating process. Due to unforeseeable changes in crew schedules, making arrangements to be present is discouraged and is not an acceptable form of access.

REMOVAL OF ITEMS: Installers do not move or remove any items from the area being coated, unless otherwise prearranged. It is the responsibility of the customer to have all items removed prior to installation.

FLOOR STYLE, COLOR & SIZE: Customer has reviewed and approves square footage measurements, floor color, and style. Customer also understands that there may be slight variations in colors from the samples provided.

FLOOR TEXTURE: The finished texture of your floor may be different from the samples shown at time of bid. Samples do not have anti-slip on them. The finish texture and appearance of vertical surfaces may also differ from the floor as each coating cannot be applied at the same wet mil thickness as the floor due to product run-off. Additional coats can be added for a fee.

MATS: Mats should not be applied to coating until 72- hour cure time has expired. Discoloration from use of non-approved mats can occur. Recoating these areas would be at the Customer's expense.

NON-SLIP AGGREGATE: If a customer chooses to exclude an anti-slip aggregate additive, the floor may be slippery when wet. Customer also understands that the coating may be slippery under certain conditions WITH or WITHOUT aggregate additive. In no event shall Volt Coatings be responsible for injury incurred by a slip or fall that occurs on or around any surface that Volt Coatings has installed a coating on. It is the purchaser's sole responsibility to provide for their own safety and the safety of their guests.

CURING TIME: Recommended cure time for summer projects (April - October): walk on the coating 24 hours after the last clear coat has been applied. Park your vehicles or move heavy items back into space 72 hours after the last clear coat has been applied.

LARGE/HEAVY ITEMS: When moving large appliances or other heavy items, never drag them across the floor. The use of a dolly or hand truck is recommended to prevent damage to the coating.

DUST: During the grind/prep phase it should be known that there can be dust from the grinder and/or demo equipment. While we use dust control HEPA vacuum systems, in no way can we guarantee a 100% dust/debris environment. Please expect dust to be present upon completion of your project. Depending upon the hardness of your concrete, the dust may be excessive. It is the responsibility of the customer to ensure that any dust sensitive items are removed from the area or covered with plastic.

ODORS: To provide the highest quality coating, we may use materials that contain high odor content. These materials emit odors that may cause temporary discomfort. Volt Coatings makes every effort to minimize the odors from entering the property. If you have any questions, please contact our office.

HEALTH ISSUES: By signing this form, you have indicated you have no health issues related to respiratory or sensitivity to smell. Volt Coatings is not responsible for any discomfort that may occur during the process or after. If any health issues exist, it is the customer's responsibility to make Volt Coatings aware before the project starts & sign a health waiver to proceed.

DAMAGES / REIMBURSEMENTS: Volt Coatings will not issue any reimbursements without prior arrangements.

GAS WATER HEATERS: Volt Coatings may use leaf blowers in the cleaning/drying process. While every precaution is taken, it is possible that the blower may extinguish the pilot light. On newer water heaters, the vapor sensor may trigger your heater to shut off. Volt Coatings does not cover any charges that may result from the water heater shutting down.

WATER SOFTENER: Volt Coatings will coat around the water softener unless the homeowner has the softener removed.

CABINETS: Volt Coatings will not be responsible for pre-existing damages to cabinets.

PLASTIC PROTECTION & CAUTION TAPE: To protect your new floor from early use, inclement weather, unwanted animals or debris, we will leave plastic up upon completion of your project. Please feel free to remove after your full cure time has expired & discard.

---Non-Transferrable Limited Coating Warranty | High-Performance Flake Floor System Only---

1. Volt Coatings guarantees against any primer delamination (peeling) due to product failure. Non-Transferrable Limited 25-Year Residential Warranty. 2-Year Commercial Warranty

2. **EXISTING COATING:** If Volt Coatings coats over an existing coating without an attempt to grind existing coating off, no warranty will be provided as we cannot guarantee the bond of the existing coating to the concrete.

3. **CUSTOMER NEGLIGENCE: (Non-warranty: Requires Repair Fee)**

- a. Volt Coatings does not guarantee coating against damages caused by customer negligence or abuse.
- b. Volt Coatings does not guarantee against staining caused by tires, hot-tires, grease, oil, gasoline, transmission fluid, battery acid, or other chemical spills. These will cause coating to dull in areas where spill/exposure occurs.
- c. Volt Coatings does not guarantee against discoloration/dullness due to improper care which includes but is not limited to lack of cleaning, heavy use, harsh chemical cleaning, or cleaning with abrasive materials and/or chemicals, or the use of scrubbing / buffing machines. Regular cleaning is required to ensure life of the floor.
- d. Volt Coatings does not guarantee against scratches due to negligence. Customer understands the floor will scratch if heavy or sharp objects are dropped onto or slid/dragged across the floor.
- e. Rust Stains: Metal items need to have protection between the floor coating and the metal item to ensure against staining.

4. **CONCRETE FAILURE: (Non-warranty. Requires Repair Fee)**

- a. Cracks: Volt Coatings does not guarantee against cracking /cracking of coating caused by concrete heaving /shifting, popping, settling, or ground movement. Areas can be repaired for an additional charge.
- b. Aggregate Pops: Volt Coatings does not guarantee that aggregate pops will not occur. A coating cannot prevent aggregate pops. If aggregate pops occur or concrete fails undercoating, the area can be repaired for a fee.
- c. Moisture: Moisture intrusion, hydrostatic pressure, or other moisture related issues are not warranted, however can be repaired for an additional charge. Volt Coatings will test for moisture prior to coating installation to see if moisture levels indicate the installation of a Moisture Vapor Barrier coating.
- d. Rust Stains: Volt Coatings does not warranty against rust stains that appear from concrete substrate beneath the coating. This is a result of a rusting substance in the concrete such as rebar and cannot be prevented by a coating.
- e. Any exposed edges - such as where driveway and coating meet - are not under warranty. These areas are subject to extreme conditions such as harsh weather conditions & constant tire impact.

5. **WATERPROOFING/POOLING: (Non-warranty)**

- a. SpanCrete: While application of our system greatly increases protection from water & moisture intrusion, it is not intended to be a waterproofing solution. Shifting and movement of the SpanCrete may occur. Volt Coatings does not guarantee against water leakage/intrusion to areas below Span Crete or to the actual surface coated.
- b. Low Spots / Pooling / Drainage: While every attempt to fill low areas will be made, pooling may still occur. Our coating system is not designed/sold as a concrete leveling system. Excess water will collect on the surface of your floor as there is no longer a porous surface (raw concrete) for water to drain. The coating will not redirect drainage of water, but will protect the concrete from its absorption and consequent deterioration.

6. **APPEARANCE:**

- a. Concrete Cracks: Every attempt will be made to disguise cracks in the concrete slab; however, Volt Coatings does not guarantee that these cracks will no longer be visible or reappear.

- b. Expansion Joints: Expansion joints and saw cuts may be filled but may still be visible after final clear coat. Expansion joints are seams designed to move and shift with the concrete. Each joint is filled with a flexible polymer filler designed to move and shift along with the concrete. However, in cases of shifting, the coating may crack as it is being stressed by the moving concrete. This is normal and may be expected.
- c. Damaged Floors: This coating is only cosmetic in nature. While every attempt will be made to conceal existing damage, some flaws / imperfections may be seen after the final coat.
- d. Stem Walls: Coated stem wall appearance may vary from floor finish; however, every attempt will be made toward uniformity
- e. Finish Texture: Due to the uneven nature and variation in the coarseness of concrete at the outset, the final finish and/or texture may vary upon completion. Final coating may also vary from sample provided or showroom floor.

7. WARRANTY REPAIRS: Warranty work will not be done if the balance of the project has not been paid in full. Any unpaid balance may constitute warranty being voided.

Warranty work will also be limited to spot repair.

a. Fees: Non-warranty repairs can be made at a fee. Repair fee is \$200 for the first hour and \$50/hour after the first hour.

b. Touchups / repairs: Although Volt Coatings will make every attempt to blend the repair work, variation in the coating and/or chip colors may be noticeable.

X

Jeff Cielocha

X

Company Authorized Signature

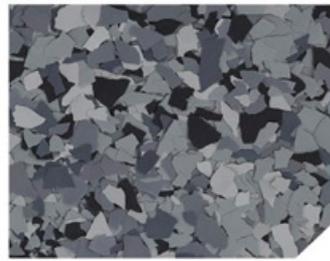
COLOR CHART: STOCKED FLAKE BLENDS



Outback



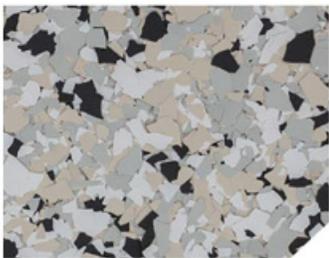
Dovetail



Nightfall



Shoreline



Cabin Fever



Rapids



Madras



Gravel



Basalt



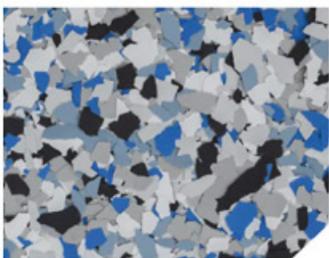
Creek Bed



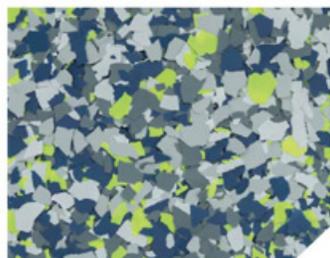
Dominio



Raven



Boys in Blue

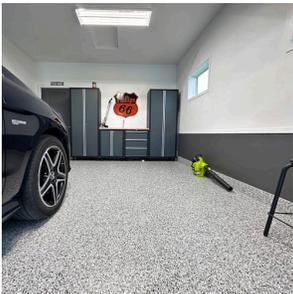


Custom

Prepared for: Jeff Cielocha 2751 Viking Blvd NE East Bethel, MN 55092 jeff.cielocha@ci.east-bethel.mn.us (612) 685-1784	June 23, 2025 Volt Coatings Blake Dungey 1558 Ironwood Drive, Carver, MN 55315 P: (612) 751-1436 blake@voltcoatings.com voltcoatings.com	No. 4687
---	---	-----------------

Fire Station #3

Full-Flake Coating



Full-Flake Coating

Quantity

1

Measurement

600 (Sq. Ft.)

Notes

Level 1 Diamond Grind:

- Our Level 1 surface prep is for like-new concrete with minimal imperfections.
- Grind top-layer of concrete with Diamond blades to remove contaminants and open pores of concrete for increased coating adhesion.
 - Includes hand-grinding all edges.
 - Use of HEPA Filter/OSHA approved vacuums to eliminate any airborne dust.

High-Performance Flake System Application:

- Basecoat 100% Solids Primer
- Full-Broadcast Vinyl Flake 1/4
- 90% Solids Top-Coat UV Stable Polyaspartic

25 Year Limited Warranty

Non-Slip Additive

Yes

Concrete Condition

Excellent/Like New

Verticals

None

Coating Removal			
	Quantity 1	Measurement 600 (Sq.Ft)	Selected Option Level 3 - Professional Grade/Thick

Crack Repair



Quantity
1

Measurement
1 (Fixed)

Selected Option
Level 2 - Mild

Joint Fill



Quantity
1

Measurement
120 (Ln.Ft)

High-Wear Urethane



Quantity
1

Measurement
600 (Sq.Ft)

Selected Option
Under 2000 Sq.Ft

OPTIONAL: 2nd top-coat for dual layer protection.

Disposal Fee



Quantity
1

Proper disposal/haul-away of hazardous and non-hazardous material.

Price: \$5,674.00

Pricing

Grand Total: **\$5,674.00**

Deposit Amount: \$2,837.00

Balance Due: \$2,837.00

Payment Terms

We securely store your payment information (Credit Card or ACH).

- 50% deposit is required to schedule your project.
- Final balance will be automatically processed upon completion using the stored payment method.

For multi-phase projects:

- 50% deposit up front
- Progress payments will be processed after each completed phase, based on the work completed.

Warranty (Warranty is not transferable or assignable)

Volt Coatings Limited 25-Year Guarantee warrants any surface coating delamination or peeling from the concrete surface. 25-year warranty applies to residential garages only. Exterior surfaces come with a 7-Year warranty. Commercial environments comes with a 2-year warranty.

Warranty does not apply to; Concrete failure under the applied coating system. (heaving, popping, corroding, etc.) Cracking of any kind. Cracking is caused by concrete movement, shifting, settling, etc. Hydrostatic pressure, moisture intrusion or any other moisture related issue. Damage incurred by customer negligence or abuse. Exposure to battery acid or Acts of God. Our concrete coating warranty solely covers the cost of materials and does not extend to any other expenses. Therefore, we shall not be held liable for any financial responsibility beyond the cost of materials.

Notices

Imperfections and variations in your current floor may still be visible after the coating system is installed. Stem walls, steps and any vertical surfaces (if included as a line item in the proposal) may vary in appearance/texture from the floor finish.

----Invoice Terms----

IMPERFECTIONS in the floor may still be visible after coating is applied. The Property Owner has been made aware of this. Unless indicated above, Stem Walls and Steps would be an additional fee as they are a line-item option. Only items listed above will be performed. Any additional tasks would be added with an additional charge upon the customer's approval.

CHANGE ORDER Once a project is started, there may be unforeseen circumstances that prevent a coating from being applied. Most common reason is concrete failure. If it is determined that the coating cannot be completed, customer will be contacted and alternative options will be discussed.

HAZARDOUS DISPOSAL FEE There will be a disposal fee of \$64.00 added to the total bid.

WARRANTY: I agree to the conditions of the warranty offered with the system selected.

FINANCIAL RESPONSIBILITY: I further agree to pay all finance charges, collection cost, attorney's fees, and any other cost that may be incurred to enforce collection of any amount outstanding. Per my cardholder agreement, I agree to pay any and all credit card fees in accordance with the terms of my cardholder agreement.

ACCEPTANCE: The above prices, specifications, and conditions are satisfactory and are hereby accepted, Nordic Epoxy, LLC DBA Volt Coatings is authorized to complete the contract as specified. I understand that a fifty dollar (\$50) surcharge will be accessed for any returned checks. If Volt Coatings has not received payment in full after the job is complete, a late payment charge of 10% monthly is applied when payment has not been received by the company within 30 days of completion.

CANCELLATION TERMS: Once a Job has been accepted and a deposit has been paid, any canceled jobs will be subject to 25% administrative/restocking fee and will be deducted from down payment refund.

CONTRACTOR'S NOTICE TO OWNER:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount due from us until 120 day after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material from the improvement and who gave you timely notice.

---Disclosure Agreement---

ACCESS TO AREA BEING COATED: Customer is responsible to provide Volt Coatings access to area being coated MON - FRI (access code, open door, keys, door opener, etc). Customers are not required to be present during the coating process. Due to unforeseeable changes in crew schedules, making arrangements to be present is discouraged and is not an acceptable form of access.

REMOVAL OF ITEMS: Installers do not move or remove any items from the area being coated, unless otherwise prearranged. It is the responsibility of the customer to have all items removed prior to installation.

FLOOR STYLE, COLOR & SIZE: Customer has reviewed and approves square footage measurements, floor color, and style. Customer also understands that there may be slight variations in colors from the samples provided.

FLOOR TEXTURE: The finished texture of your floor may be different from the samples shown at time of bid. Samples do not have anti-slip on them. The finish texture and appearance of vertical surfaces may also differ from the floor as each coating cannot be applied at the same wet mil thickness as the floor due to product run-off. Additional coats can be added for a fee.

MATS: Mats should not be applied to coating until 72- hour cure time has expired. Discoloration from use of non-approved mats can occur. Recoating these areas would be at the Customer's expense.

NON-SLIP AGGREGATE: If a customer chooses to exclude an anti-slip aggregate additive, the floor may be slippery when wet. Customer also understands that the coating may be slippery under certain conditions WITH or WITHOUT aggregate additive. In no event shall Volt Coatings be responsible for injury incurred by a slip or fall that occurs on or around any surface that Volt Coatings has installed a coating on. It is the purchaser's sole responsibility to provide for their own safety and the safety of their guests.

CURING TIME: Recommended cure time for summer projects (April - October): walk on the coating 24 hours after the last clear coat has been applied. Park your vehicles or move heavy items back into space 72 hours after the last clear coat has been applied.

LARGE/HEAVY ITEMS: When moving large appliances or other heavy items, never drag them across the floor. The use of a dolly or hand truck is recommended to prevent damage to the coating.

DUST: During the grind/prep phase it should be known that there can be dust from the grinder and/or demo equipment. While we use dust control HEPA vacuum systems, in no way can we guarantee a 100% dust/debris environment. Please expect dust to be present upon completion of your project. Depending upon the hardness of your concrete, the dust may be excessive. It is the responsibility of the customer to ensure that any dust sensitive items are removed from the area or covered with plastic.

ODORS: To provide the highest quality coating, we may use materials that contain high odor content. These materials emit odors that may cause temporary discomfort. Volt Coatings makes every effort to minimize the odors from entering the property. If you have any questions, please contact our office.

HEALTH ISSUES: By signing this form, you have indicated you have no health issues related to respiratory or sensitivity to smell. Volt Coatings is not responsible for any discomfort that may occur during the process or after. If any health issues exist, it is the customer's responsibility to make Volt Coatings aware before the project starts & sign a health waiver to proceed.

DAMAGES / REIMBURSEMENTS: Volt Coatings will not issue any reimbursements without prior arrangements.

GAS WATER HEATERS: Volt Coatings may use leaf blowers in the cleaning/drying process. While every precaution is taken, it is possible that the blower may extinguish the pilot light. On newer water heaters, the vapor sensor may trigger your heater to shut off. Volt Coatings does not cover any charges that may result from the water heater shutting down.

WATER SOFTENER: Volt Coatings will coat around the water softener unless the homeowner has the softener removed.

CABINETS: Volt Coatings will not be responsible for pre-existing damages to cabinets.

PLASTIC PROTECTION & CAUTION TAPE: To protect your new floor from early use, inclement weather, unwanted animals or debris, we will leave plastic up upon completion of your project. Please feel free to remove after your full cure time has expired & discard.

---Non-Transferrable Limited Coating Warranty | High-Performance Flake Floor System Only---

1. Volt Coatings guarantees against any primer delamination (peeling) due to product failure. Non-Transferrable Limited 25-Year Residential Warranty. 2-Year Commercial Warranty

2. **EXISTING COATING:** If Volt Coatings coats over an existing coating without an attempt to grind existing coating off, no warranty will be provided as we cannot guarantee the bond of the existing coating to the concrete.

3. **CUSTOMER NEGLIGENCE: (Non-warranty: Requires Repair Fee)**

- a. Volt Coatings does not guarantee coating against damages caused by customer negligence or abuse.
- b. Volt Coatings does not guarantee against staining caused by tires, hot-tires, grease, oil, gasoline, transmission fluid, battery acid, or other chemical spills. These will cause coating to dull in areas where spill/exposure occurs.
- c. Volt Coatings does not guarantee against discoloration/dullness due to improper care which includes but is not limited to lack of cleaning, heavy use, harsh chemical cleaning, or cleaning with abrasive materials and/or chemicals, or the use of scrubbing / buffing machines. Regular cleaning is required to ensure life of the floor.
- d. Volt Coatings does not guarantee against scratches due to negligence. Customer understands the floor will scratch if heavy or sharp objects are dropped onto or slid/dragged across the floor.
- e. Rust Stains: Metal items need to have protection between the floor coating and the metal item to ensure against staining.

4. **CONCRETE FAILURE: (Non-warranty. Requires Repair Fee)**

- a. Cracks: Volt Coatings does not guarantee against cracking /cracking of coating caused by concrete heaving /shifting, popping, settling, or ground movement. Areas can be repaired for an additional charge.
- b. Aggregate Pops: Volt Coatings does not guarantee that aggregate pops will not occur. A coating cannot prevent aggregate pops. If aggregate pops occur or concrete fails undercoating, the area can be repaired for a fee.
- c. Moisture: Moisture intrusion, hydrostatic pressure, or other moisture related issues are not warranted, however can be repaired for an additional charge. Volt Coatings will test for moisture prior to coating installation to see if moisture levels indicate the installation of a Moisture Vapor Barrier coating.
- d. Rust Stains: Volt Coatings does not warranty against rust stains that appear from concrete substrate beneath the coating. This is a result of a rusting substance in the concrete such as rebar and cannot be prevented by a coating.
- e. Any exposed edges - such as where driveway and coating meet - are not under warranty. These areas are subject to extreme conditions such as harsh weather conditions & constant tire impact.

5. **WATERPROOFING/POOLING: (Non-warranty)**

- a. SpanCrete: While application of our system greatly increases protection from water & moisture intrusion, it is not intended to be a waterproofing solution. Shifting and movement of the SpanCrete may occur. Volt Coatings does not guarantee against water leakage/intrusion to areas below Span Crete or to the actual surface coated.
- b. Low Spots / Pooling / Drainage: While every attempt to fill low areas will be made, pooling may still occur. Our coating system is not designed/sold as a concrete leveling system. Excess water will collect on the surface of your floor as there is no longer a porous surface (raw concrete) for water to drain. The coating will not redirect drainage of water, but will protect the concrete from its absorption and consequent deterioration.

6. **APPEARANCE:**

- a. Concrete Cracks: Every attempt will be made to disguise cracks in the concrete slab; however, Volt Coatings does not guarantee that these cracks will no longer be visible or reappear.

- b. Expansion Joints: Expansion joints and saw cuts may be filled but may still be visible after final clear coat. Expansion joints are seams designed to move and shift with the concrete. Each joint is filled with a flexible polymer filler designed to move and shift along with the concrete. However, in cases of shifting, the coating may crack as it is being stressed by the moving concrete. This is normal and may be expected.
- c. Damaged Floors: This coating is only cosmetic in nature. While every attempt will be made to conceal existing damage, some flaws / imperfections may be seen after the final coat.
- d. Stem Walls: Coated stem wall appearance may vary from floor finish; however, every attempt will be made toward uniformity
- e. Finish Texture: Due to the uneven nature and variation in the coarseness of concrete at the outset, the final finish and/or texture may vary upon completion. Final coating may also vary from sample provided or showroom floor.

7. WARRANTY REPAIRS: Warranty work will not be done if the balance of the project has not been paid in full. Any unpaid balance may constitute warranty being voided.

Warranty work will also be limited to spot repair.

- a. Fees: Non-warranty repairs can be made at a fee. Repair fee is \$200 for the first hour and \$50/hour after the first hour.
- b. Touchups / repairs: Although Volt Coatings will make every attempt to blend the repair work, variation in the coating and/or chip colors may be noticeable.

X

Jeff Cielocha

X

Company Authorized Signature

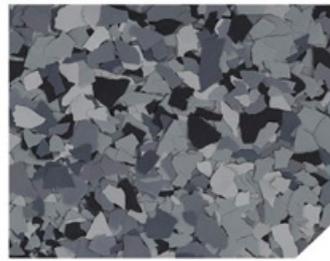
COLOR CHART: STOCKED FLAKE BLENDS



Outback



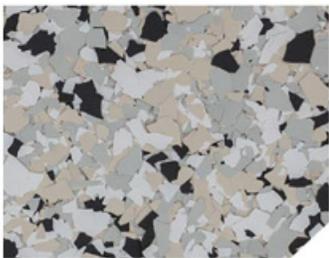
Dovetail



Nightfall



Shoreline



Cabin Fever



Rapids



Madras



Gravel



Basalt



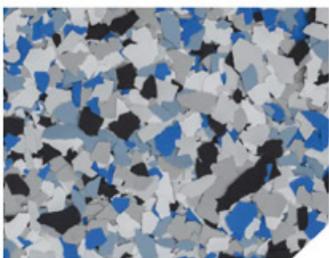
Creek Bed



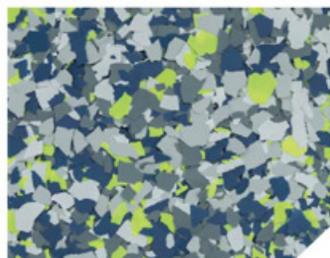
Dominio



Raven



Boys in Blue



Custom



1409 159th Ave. NE • Ham Lake, MN 55304

Office: 763-434-9237

www.swedebro.com

estimating@swedebro.com

Customer: East Bethel Fire Department
 2241 221st Ave NE
 East Bethel, MN 55011

Date: 6/12/25

RE: Fire Station 1 – Apparatus Bay – UV Stable Coatings

Product Description: Thin Mil Partial Flake Polyaspartic Coating System (12-15 mil thick system) – Approx. 5,700 sq. ft. with 45 In. ft. of 4" cove base

Process Description:

- Mechanically diamond grind existing coatings to prep and prepare for new coatings.
- Fill cracks, seams, joints and minor defects.
- Apply solid color coating to the existing cove base in the unisex restroom.
- Apply Sherwin-Williams Resuflor 4850 and broadcast 1/4" vinyl flakes for accent.
- Seal floor with Resuflor 4850 top-coat in final colors and texture TBD.

Sub-Total: \$19,500.00

Options:

1. Provide an epoxy coat with full broadcast of aggregate for increased slip resistance.

Add: \$13,350.00

2. Add up to 120 In. ft. of 4" wide integral striping to the floor inside the garage.

Add: \$1,100.00

Pricing is based on the Cooperative Purchasing Connection and the BrightWorks Service Cooperative

*****See next page for additional information/requirements*****

Cement, acid, and stain colors cannot be precise; therefore, finished color and texture will vary from any color charts or samples shown. All existing expansion joints may be re-cut; cracks in base substrata may reoccur.

Bids and prices are valid for 30 days

Total Price	\$
Deposit for Materials Required	Waived
BALANCE DUE	\$

Contract subject to terms/conditions listed. Unpaid balances after 60 days of completion may be sent to collections. Unpaid balances are assessed a 1.5% (18% APR) finance charge per month after 30 days. A mechanic's lien may be filed on any unpaid balances after 60 days.

Buyer's Signature

Date

Project Specifics:

- Project is bid for standard wage rates
- Project is bid for standard working hours
- Project is bid for one phase – 3-5 working days
- Additional phases will require remobilization charges not less than \$2,500.00
- Foot traffic can resume 24 hours after final coat is installed
- Heavy/wheeled traffic can resume 24 hours after final coat is installed
- Bid does not include any leveling or filling of low areas in the concrete – “duck ponds” may still exist after the work is completed

Work Site Needs: (Provided by means of the client)

Items that need to be removed prior to our arrival

- ~~Existing floor coverings~~
- ~~Adhesives scraped to substrate~~
- ~~Floor levelers~~
- ~~Proof that existing floor covering is asbestos free~~
- All removable items from the workspace (hard wired/plumbed items such as SCBA equipment can remain)
- All floor drain grates to be removed
- Floor to be broom swept

Additional onsite requirements

- SwedeBro requires exclusive access to the area for the duration of the project
- Dumpster for disposal of project debris. IF a dumpster is not available one can be provided for an additional fee not to exceed \$700.00.
- Overhead lighting – sufficient to perform work and representative of finished lighting
- Temperature controlled environment – Slab temp must be above 60 degrees for 48 hours prior to installation
- Electrical access (if applicable) – If sufficient power is unavailable and a generator is required, additional charges will apply
 - ~~Demo Scope – Requires 220V Three Phase 40 amp power. We will provide pigtail(s) for hook up; the client is responsible for providing breakers and panel connection.~~
 - Installation Scope – A minimum of three 20-amp outlets on separate breakers is needed within 150 feet of the workspace
- Access codes/keys, etc.

THIS CONTRACT SUBJECT TO THE TERMS AND CONDITIONS LISTED BELOW

1. The terms set forth in this agreement are intended as the complete and exclusive statement of the contract and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement. Only a memorandum signed by both parties and their authorized agent may amend this contract. Any changes to this contract may subject Buyer to additional charges.
2. Seller will complete work as expediently as possible once started and begin work within terms agreed to. Seller is not responsible for delays beyond his control.
3. This agreement is the actual order of the items listed above and it is understood that all items are custom made and all work is custom. Deposit is non-refundable. *In case of sale of home or business, contract may be terminated upon payment to Seller of a sum equal to one third of the remaining balance.*
4. Buyer agrees to and has read the Chemical Stain Disclaimer form (if necessary), and Expectation form.
5. Balance of money is due upon completion of work. If claim for payment is placed in the hands of an attorney for collection, Buyer agrees to pay Seller a reasonable attorney's fee fixed by the court.
6. Except as provided in writing, Seller does not warrant the goods covered by this agreement and no other warranty expressed or implied is made by Seller. Seller is also not responsible for slip resistance chosen by the Buyer. If Buyer desires to change slip resistance, additional charges will apply.
7. Warranty is void with regard to any part or parts subject to abuse, neglect, or accidental causes including but not limited to: fire, flood, acts of God, and war.
8. Seller is not responsible for sub-surfaces such as concrete during the installation due to the fact the prior conditions of the surfaces cannot be determined. Any problems that occur due to these sub-surfaces cannot be warranted. This includes moisture transmission and hydrostatic pressure in concrete. Any defects in sub-surface will not be addressed unless listed above.
9. Seller will make every reasonable effort, in advance, to protect landscaping, walls and all adjacent areas and items from damage; however, Seller cannot warranty these areas against possible damage. It is the responsibility of the Buyer to protect these areas. Pools must be drained during installation.
10. Seller will not assume responsibility of damage caused by non-recommended maintenance procedures. It is agreed that Seller shall not be liable for any defect or damage resulting from installations requested by Buyer that depart from accepted installation methods. If an unauthorized person services the surface, any warranty is automatically voided, and Seller assumes no liability or responsibility for damage.
11. In cases where buyer does not own the home or business to which Seller is installing surface, buyer represents that he has permission of owner to install surface and is fully responsible for completion of contract. Condominium owners, homeowners, and business owners responsible to associations or boards represent that they have or will obtain any necessary approvals.
12. Buyer grants Seller permission to photograph the installation and installation site and use such photographs in future sales presentations and advertising.
13. During the project, Seller may substitute better quality and/or more expensive products and/or processes with or without the verbal or written approval of the Buyer.
14. Buyer must notify Seller a minimum of 48 hours (not including weekends) prior to the scheduled start day of any delays or postponement. If Seller is **not** notified at least 48 hours in advance, additional charges will be added.
15. Any person or company supplying labor or materials for this improvement to your property **may** file a lien against your property **if** that person or company is **not** paid for the contributions. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.



1409 159th Ave. NE • Ham Lake, MN 55304

Office: 763-434-9237

www.swedebro.com

estimating@swedebro.com

Customer: East Bethel Fire Department
 2241 221st Ave NE
 East Bethel, MN 55011

Date: 6/12/25

RE: Fire Station 2 – UV Stable Polyaspartic

Product Description: Thin Mil Partial Flake Polyaspartic Coating System (20-25 mil thick system) – Approx. 2,450 sq. ft.

Process Description:

- Mechanically diamond grind to remove existing coatings as needed and prepare for new.
- Fill cracks, seams, joints and minor defects.
- Apply epoxy primer.
- Apply Sherwin-Williams Resuflor 4850 and broadcast 1/4" vinyl flakes for accent.
- Seal floor with Resuflor 4850 top-coat in final colors and texture TBD.

Sub-Total: \$15,600.00

Options:

1. Provide a full broadcast of aggregate into the primer for the increased slip resistance.
Add: \$3,350.00
2. Add up to 120 ln. ft. of 4" wide integral striping to the floor inside the garage.
Add: \$800.00

Pricing is based on the Cooperative Purchasing Connection and the BrightWorks Service Cooperative

*****See next page for additional information/requirements*****

Cement, acid, and stain colors cannot be precise; therefore, finished color and texture will vary from any color charts or samples shown. All existing expansion joints may be re-cut; cracks in base substrata may reoccur.

Bids and prices are valid for 30 days

Total Price	\$
Deposit for Materials Required	Waived
BALANCE DUE	\$

Contract subject to terms/conditions listed. Unpaid balances after 60 days of completion may be sent to collections. Unpaid balances are assessed a 1.5% (18% APR) finance charge per month after 30 days. A mechanic's lien may be filed on any unpaid balances after 60 days.

Buyer's Signature

Date

Project Specifics:

- Project is bid for standard wage rates
- Project is bid for standard working hours
- Project is bid for one phase – 3-5 working days
- Additional phases will require remobilization charges not less than \$2,500.00
- Foot traffic can resume 24 hours after final coat is installed
- Heavy/wheeled traffic can resume 24 hours after final coat is installed
- Bid does not include any leveling or filling of low areas in the concrete – “duck ponds” may still exist after the work is completed

Work Site Needs: (Provided by means of the client)

Items that need to be removed prior to our arrival

- ~~Existing floor coverings~~
- ~~Adhesives scraped to substrate~~
- ~~Floor levelers~~
- ~~Proof that existing floor covering is asbestos free~~
- All removable items from the workspace (hard wired/plumbed items such as SCBA equipment can remain)
- All floor drain grates to be removed
- Floor to be broom swept

Additional onsite requirements

- SwedeBro requires exclusive access to the area for the duration of the project
- Dumpster for disposal of project debris. IF a dumpster is not available one can be provided for an additional fee not to exceed \$700.00.
- Overhead lighting – sufficient to perform work and representative of finished lighting
- Temperature controlled environment – Slab temp must be above 60 degrees for 48 hours prior to installation
- Electrical access (if applicable) – If sufficient power is unavailable and a generator is required, additional charges will apply
 - ~~Demo Scope – Requires 220V Three Phase 40 amp power. We will provide pigtail(s) for hook up; the client is responsible for providing breakers and panel connection.~~
 - Installation Scope – A minimum of three 20-amp outlets on separate breakers is needed within 150 feet of the workspace
- Access codes/keys, etc.

THIS CONTRACT SUBJECT TO THE TERMS AND CONDITIONS LISTED BELOW

1. The terms set forth in this agreement are intended as the complete and exclusive statement of the contract and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement. Only a memorandum signed by both parties and their authorized agent may amend this contract. Any changes to this contract may subject Buyer to additional charges.
2. Seller will complete work as expediently as possible once started and begin work within terms agreed to. Seller is not responsible for delays beyond his control.
3. This agreement is the actual order of the items listed above and it is understood that all items are custom made and all work is custom. Deposit is non-refundable. *In case of sale of home or business, contract may be terminated upon payment to Seller of a sum equal to one third of the remaining balance.*
4. Buyer agrees to and has read the Chemical Stain Disclaimer form (if necessary), and Expectation form.
5. Balance of money is due upon completion of work. If claim for payment is placed in the hands of an attorney for collection, Buyer agrees to pay Seller a reasonable attorney's fee fixed by the court.
6. Except as provided in writing, Seller does not warrant the goods covered by this agreement and no other warranty expressed or implied is made by Seller. Seller is also not responsible for slip resistance chosen by the Buyer. If Buyer desires to change slip resistance, additional charges will apply.
7. Warranty is void with regard to any part or parts subject to abuse, neglect, or accidental causes including but not limited to: fire, flood, acts of God, and war.
8. Seller is not responsible for sub-surfaces such as concrete during the installation due to the fact the prior conditions of the surfaces cannot be determined. Any problems that occur due to these sub-surfaces cannot be warranted. This includes moisture transmission and hydrostatic pressure in concrete. Any defects in sub-surface will not be addressed unless listed above.
9. Seller will make every reasonable effort, in advance, to protect landscaping, walls and all adjacent areas and items from damage; however, Seller cannot warranty these areas against possible damage. It is the responsibility of the Buyer to protect these areas. Pools must be drained during installation.
10. Seller will not assume responsibility of damage caused by non-recommended maintenance procedures. It is agreed that Seller shall not be liable for any defect or damage resulting from installations requested by Buyer that depart from accepted installation methods. If an unauthorized person services the surface, any warranty is automatically voided, and Seller assumes no liability or responsibility for damage.
11. In cases where buyer does not own the home or business to which Seller is installing surface, buyer represents that he has permission of owner to install surface and is fully responsible for completion of contract. Condominium owners, homeowners, and business owners responsible to associations or boards represent that they have or will obtain any necessary approvals.
12. Buyer grants Seller permission to photograph the installation and installation site and use such photographs in future sales presentations and advertising.
13. During the project, Seller may substitute better quality and/or more expensive products and/or processes with or without the verbal or written approval of the Buyer.
14. Buyer must notify Seller a minimum of 48 hours (not including weekends) prior to the scheduled start day of any delays or postponement. If Seller is **not** notified at least 48 hours in advance, additional charges will be added.
15. Any person or company supplying labor or materials for this improvement to your property **may** file a lien against your property **if** that person or company is **not** paid for the contributions. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.



1409 159th Ave. NE • Ham Lake, MN 55304

Office: 763-434-9237

www.swedebro.com

estimating@swedebro.com

Customer: East Bethel Fire Department
 2241 221st Ave NE
 East Bethel, MN 55011

Date: 6/18/25

RE: Fire Station 3

Product Description: Thin Mil Partial Flake Epoxy Coating System (20-25 mil thick system) – Approx. 600 sq. ft.

Process Description:

- Mechanically diamond grind to remove existing coatings as needed and prepare for new.
- Fill cracks, seams, joints and minor defects.
- Apply epoxy primer.
- Apply 100% solids epoxy and broadcast 1/4" vinyl flakes for accent.
- Seal floor with epoxy top-coat in final colors and texture TBD.

Sub-Total: \$4,100.00

Options:

1. Provide a full broadcast of aggregate into the primer for the increased slip resistance. **Add: \$1,175.00**
2. Add up to 120 ln. ft. of 4" wide integral striping to the floor inside the garage. **Add: \$650.00**
3. Add striping out on the exterior apron and drive. **Add: \$4.00 per lineal foot**

Pricing is based on the Cooperative Purchasing Connection and the BrightWorks Service Cooperative

*****See next page for additional information/requirements*****

<i>Cement, acid, and stain colors cannot be precise; therefore, finished color and texture will vary from any color charts or samples shown. All existing expansion joints may be re-cut; cracks in base substrata may reoccur.</i> Bids and prices are valid for 30 days	Total Price	\$
	Deposit for Materials Required	Waived
	BALANCE DUE	\$

Contract subject to terms/conditions listed. Unpaid balances after 60 days of completion may be sent to collections. Unpaid balances are assessed a 1.5% (18% APR) finance charge per month after 30 days. A mechanic's lien may be filed on any unpaid balances after 60 days.

Buyer's Signature

Date

Project Specifics:

- Project is bid for standard wage rates
- Project is bid for standard working hours
- Project is bid for one phase – 3-5 working days
- Additional phases will require remobilization charges not less than \$2,500.00
- Foot traffic can resume 24 hours after final coat is installed
- Heavy/wheeled traffic can resume 72 hours after final coat is installed
- Bid does not include any leveling or filling of low areas in the concrete – “duck ponds” may still exist after the work is completed

Work Site Needs: (Provided by means of the client)

Items that need to be removed prior to our arrival

- ~~Existing floor coverings~~
- ~~Adhesives scraped to substrate~~
- ~~Floor levelers~~
- ~~Proof that existing floor covering is asbestos free~~
- All removable items from the workspace (hard wired/plumbed items such as SCBA equipment can remain)
- All floor drain grates to be removed
- Floor to be broom swept

Additional onsite requirements

- SwedeBro requires exclusive access to the area for the duration of the project
- Dumpster for disposal of project debris. IF a dumpster is not available one can be provided for an additional fee not to exceed \$700.00.
- Overhead lighting – sufficient to perform work and representative of finished lighting
- Temperature controlled environment – Slab temp must be above 60 degrees for 48 hours prior to installation
- Electrical access (if applicable) – If sufficient power is unavailable and a generator is required, additional charges will apply
 - ~~Demo Scope – Requires 220V Three Phase 40 amp power. We will provide pigtail(s) for hook up; the client is responsible for providing breakers and panel connection.~~
 - Installation Scope – A minimum of three 20-amp outlets on separate breakers is needed within 150 feet of the workspace
- Access codes/keys, etc.

THIS CONTRACT SUBJECT TO THE TERMS AND CONDITIONS LISTED BELOW

1. The terms set forth in this agreement are intended as the complete and exclusive statement of the contract and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement. Only a memorandum signed by both parties and their authorized agent may amend this contract. Any changes to this contract may subject Buyer to additional charges.
2. Seller will complete work as expediently as possible once started and begin work within terms agreed to. Seller is not responsible for delays beyond his control.
3. This agreement is the actual order of the items listed above and it is understood that all items are custom made and all work is custom. Deposit is non-refundable. *In case of sale of home or business, contract may be terminated upon payment to Seller of a sum equal to one third of the remaining balance.*
4. Buyer agrees to and has read the Chemical Stain Disclaimer form (if necessary), and Expectation form.
5. Balance of money is due upon completion of work. If claim for payment is placed in the hands of an attorney for collection, Buyer agrees to pay Seller a reasonable attorney's fee fixed by the court.
6. Except as provided in writing, Seller does not warrant the goods covered by this agreement and no other warranty expressed or implied is made by Seller. Seller is also not responsible for slip resistance chosen by the Buyer. If Buyer desires to change slip resistance, additional charges will apply.
7. Warranty is void with regard to any part or parts subject to abuse, neglect, or accidental causes including but not limited to: fire, flood, acts of God, and war.
8. Seller is not responsible for sub-surfaces such as concrete during the installation due to the fact the prior conditions of the surfaces cannot be determined. Any problems that occur due to these sub-surfaces cannot be warranted. This includes moisture transmission and hydrostatic pressure in concrete. Any defects in sub-surface will not be addressed unless listed above.
9. Seller will make every reasonable effort, in advance, to protect landscaping, walls and all adjacent areas and items from damage; however, Seller cannot warranty these areas against possible damage. It is the responsibility of the Buyer to protect these areas. Pools must be drained during installation.
10. Seller will not assume responsibility of damage caused by non-recommended maintenance procedures. It is agreed that Seller shall not be liable for any defect or damage resulting from installations requested by Buyer that depart from accepted installation methods. If an unauthorized person services the surface, any warranty is automatically voided, and Seller assumes no liability or responsibility for damage.
11. In cases where buyer does not own the home or business to which Seller is installing surface, buyer represents that he has permission of owner to install surface and is fully responsible for completion of contract. Condominium owners, homeowners, and business owners responsible to associations or boards represent that they have or will obtain any necessary approvals.
12. Buyer grants Seller permission to photograph the installation and installation site and use such photographs in future sales presentations and advertising.
13. During the project, Seller may substitute better quality and/or more expensive products and/or processes with or without the verbal or written approval of the Buyer.
14. Buyer must notify Seller a minimum of 48 hours (not including weekends) prior to the scheduled start day of any delays or postponement. If Seller is **not** notified at least 48 hours in advance, additional charges will be added.
15. Any person or company supplying labor or materials for this improvement to your property **may** file a lien against your property **if** that person or company is **not** paid for the contributions. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.



1409 159th Ave. NE • Ham Lake, MN 55304

Office: 763-434-9237

www.swedebro.com

estimating@swedebro.com

Customer: **East Bethel Fire Department**
 2241 221st Ave NE
 East Bethel, MN 55011

Date: 6/18/25

RE: Fire Station 3 – UV Stable Polyaspartic

Product Description: Thin Mil Partial Flake Polyaspartic Coating System (20-25 mil thick system) – Approx. 600 sq. ft.

Process Description:

- Mechanically diamond grind to remove existing coatings as needed and prepare for new.
- Fill cracks, seams, joints and minor defects.
- Apply epoxy primer.
- Apply Sherwin-Williams Resuflor 4850 and broadcast 1/4" vinyl flakes for accent.
- Seal floor with Resuflor 4850 top-coat in final colors and texture TBD.

Sub-Total: \$5,950.00

Options:

1. Provide a full broadcast of aggregate into the primer for the increased slip resistance.
Add: \$1,600.00
2. Add up to 120 ln. ft. of 4" wide integral striping to the floor inside the garage.
Add: \$800.00

Pricing is based on the Cooperative Purchasing Connection and the BrightWorks Service Cooperative

*****See next page for additional information/requirements*****

Cement, acid, and stain colors cannot be precise; therefore, finished color and texture will vary from any color charts or samples shown. All existing expansion joints may be re-cut; cracks in base substrata may reoccur.

Bids and prices are valid for 30 days

Total Price	\$
Deposit for Materials Required	Waived
BALANCE DUE	\$

Contract subject to terms/conditions listed. Unpaid balances after 60 days of completion may be sent to collections. Unpaid balances are assessed a 1.5% (18% APR) finance charge per month after 30 days. A mechanic's lien may be filed on any unpaid balances after 60 days.

Buyer's Signature

Date

Project Specifics:

- Project is bid for standard wage rates
- Project is bid for standard working hours
- Project is bid for one phase – 3-5 working days
- Additional phases will require remobilization charges not less than \$2,500.00
- Foot traffic can resume 24 hours after final coat is installed
- Heavy/wheeled traffic can resume 24 hours after final coat is installed
- Bid does not include any leveling or filling of low areas in the concrete – “duck ponds” may still exist after the work is completed

Work Site Needs: (Provided by means of the client)

Items that need to be removed prior to our arrival

- ~~Existing floor coverings~~
- ~~Adhesives scraped to substrate~~
- ~~Floor levelers~~
- ~~Proof that existing floor covering is asbestos free~~
- All removable items from the workspace (hard wired/plumbed items such as SCBA equipment can remain)
- All floor drain grates to be removed
- Floor to be broom swept

Additional onsite requirements

- SwedeBro requires exclusive access to the area for the duration of the project
- Dumpster for disposal of project debris. IF a dumpster is not available one can be provided for an additional fee not to exceed \$700.00.
- Overhead lighting – sufficient to perform work and representative of finished lighting
- Temperature controlled environment – Slab temp must be above 60 degrees for 48 hours prior to installation
- Electrical access (if applicable) – If sufficient power is unavailable and a generator is required, additional charges will apply
 - ~~Demo Scope – Requires 220V Three Phase 40 amp power. We will provide pigtail(s) for hook up; the client is responsible for providing breakers and panel connection.~~
 - Installation Scope – A minimum of three 20-amp outlets on separate breakers is needed within 150 feet of the workspace
- Access codes/keys, etc.

THIS CONTRACT SUBJECT TO THE TERMS AND CONDITIONS LISTED BELOW

1. The terms set forth in this agreement are intended as the complete and exclusive statement of the contract and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement. Only a memorandum signed by both parties and their authorized agent may amend this contract. Any changes to this contract may subject Buyer to additional charges.
2. Seller will complete work as expediently as possible once started and begin work within terms agreed to. Seller is not responsible for delays beyond his control.
3. This agreement is the actual order of the items listed above and it is understood that all items are custom made and all work is custom. Deposit is non-refundable. *In case of sale of home or business, contract may be terminated upon payment to Seller of a sum equal to one third of the remaining balance.*
4. Buyer agrees to and has read the Chemical Stain Disclaimer form (if necessary), and Expectation form.
5. Balance of money is due upon completion of work. If claim for payment is placed in the hands of an attorney for collection, Buyer agrees to pay Seller a reasonable attorney's fee fixed by the court.
6. Except as provided in writing, Seller does not warrant the goods covered by this agreement and no other warranty expressed or implied is made by Seller. Seller is also not responsible for slip resistance chosen by the Buyer. If Buyer desires to change slip resistance, additional charges will apply.
7. Warranty is void with regard to any part or parts subject to abuse, neglect, or accidental causes including but not limited to: fire, flood, acts of God, and war.
8. Seller is not responsible for sub-surfaces such as concrete during the installation due to the fact the prior conditions of the surfaces cannot be determined. Any problems that occur due to these sub-surfaces cannot be warranted. This includes moisture transmission and hydrostatic pressure in concrete. Any defects in sub-surface will not be addressed unless listed above.
9. Seller will make every reasonable effort, in advance, to protect landscaping, walls and all adjacent areas and items from damage; however, Seller cannot warranty these areas against possible damage. It is the responsibility of the Buyer to protect these areas. Pools must be drained during installation.
10. Seller will not assume responsibility of damage caused by non-recommended maintenance procedures. It is agreed that Seller shall not be liable for any defect or damage resulting from installations requested by Buyer that depart from accepted installation methods. If an unauthorized person services the surface, any warranty is automatically voided, and Seller assumes no liability or responsibility for damage.
11. In cases where buyer does not own the home or business to which Seller is installing surface, buyer represents that he has permission of owner to install surface and is fully responsible for completion of contract. Condominium owners, homeowners, and business owners responsible to associations or boards represent that they have or will obtain any necessary approvals.
12. Buyer grants Seller permission to photograph the installation and installation site and use such photographs in future sales presentations and advertising.
13. During the project, Seller may substitute better quality and/or more expensive products and/or processes with or without the verbal or written approval of the Buyer.
14. Buyer must notify Seller a minimum of 48 hours (not including weekends) prior to the scheduled start day of any delays or postponement. If Seller is **not** notified at least 48 hours in advance, additional charges will be added.
15. Any person or company supplying labor or materials for this improvement to your property **may** file a lien against your property **if** that person or company is **not** paid for the contributions. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Prepared for: East Bethel Attn: Jeff Cielocha 2375 221st Ave NE East Bethel, MN 55011 jeff.cielocha@i.east-bethel.mn.us (612) 685-1784	June 23, 2025	No. 2649
Modern Concrete Coatings Nick Jacobs 4095 Blackhawk Rd, Eagan, Minnesota 55122 P: (320) 292-6545 nick@moderncc.co www.modernconcreteteatings.com		

Station #1 -- 251 Viking Blvd NE

Scope of Work	Total
<p>General Commercial Space</p> <p>Item: General Commercial Space Quantity: 1 Measurement: 5110 (sq. ft.) Additional Properties: 1. Color: TBD 2. Texture: Shark Bite (Normal Texture) Notes:</p>	\$31,937.50
<p>General Commercial Repairs</p> <p>Item: General Commercial Repairs Quantity: 1</p> <p>Addons: 1. 1 Removal (1)(s) Measurement: 5110 (sq. ft.)</p>	\$10,220.00
<p>Indoor/Commercial Ad-Ons</p> <p>Item: Indoor/Commercial Ad-Ons Quantity: 1</p> <p>Addons: 1. 1 2nd Topcoat(s) Measurement: 5110 (sq. ft.)</p>	\$5,110.00

20% deposit due upon signing. Remaining balance due on the day of completion.

Customer is subject to an additional fee or cancellation of project if belongings are not cleared out of the space prior to our installation crew's arrival.

If on the day of installation there is a high level of moisture found in your concrete/foundation (moisture levels are tested after profiling), there may be an additional charge for moisture mitigation treatment for your concrete or your installation will need to be rescheduled to a later day to allow for the concrete to dry out prior to coating, allowing for proper adhesion.

Subtotal: \$47,267.50

Discount: \$4,726.75

Grand Total: **\$42,540.75**

Installation Process:

- Diamond Profile for Permanent Adhesion
- Diamond Profile Cracks and Imperfections to Prepare for Mender Application
- Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth
- Apply Pure Polyurea Base Coat
- Broadcast Generous Amounts of Acrylic Chip
- Remove Excess Media Broadcast by Scraping
- Apply Polyaspartic Top Coat
- Coating Texture
- Disclaimers: Verticals and stairs are not covered under the warranty, nor are they repaired in our process. Substrate failure is not covered in the warranty.
- Saw cuts are not filled
- We do not change the pitch or slope of concrete during our process PLEASE NOTE, ANY SERVICES OR ITEMS NOT WRITTEN INTO THIS AGREEMENT WILL NOT BE INCLUDED OR PERFORMED.

Modern Concrete Coatings is to provide all permits and bonds. Remove all job-related debris. The process of installation requires the preparation of site and the supply and installation of products described above with all ancillary hardware. The Company shall not be responsible for the moving of any gas, electrical, wiring, plumbing, or telephone installations. You shall at your own cost, make suitable arrangements for such work prior to the time the Company begins work and shall acquire any permits necessary for the Company to perform the work provided herein. You agree to pay cash according to the terms shown below or, if your credit is approved, to sign a note whether or not provided by us for payment of the amount due. If you fail to pay according to the terms below and have not signed a note the entire unpaid amount becomes immediately due and you must pay a collection cost equal to our actual costs of collection, up to 15% of the total amount you owe plus attorney's fees and court costs. In addition, you understand that by failing to pay according to the terms below, the Company may have a claim against you which may be enforced against your property in accordance with the applicable lien laws. Unless otherwise specified it is understood that you are ready for this work to begin. If you refuse to permit the Company or their representatives to proceed with the work herein, or in the event of any other breach of this agreement, for any reason whatsoever, shall cause you to pay to the Company a sum of money equal to 75% (Seventy-Five Percent) of the price agreed to be paid, as fixed, liquidated and ascertained damages, and not as a penalty without further proof of loss or damage. For Credit Card Payments, balance due will automatically be charged upon completion. For checks or cash, Balance will be collected by crew foreman. This sale is subject to the provisions of the Home Solicitation Sales Act and the Home Improvement Act. This instrument is not negotiable. Buyer(s) hereby jointly and severally agrees to purchase the products and/or services of Modern Concrete Coatings ("Contractor") as listed herein and on the accompanying specification sheet(s), in accordance with the terms and conditions described on the front and reverse of this Agreement and on the front and reverse of the attached project Agreement(s) (collectively, "Agreement"). Buyer(s) hereby agrees to sign a completion certificate after Contractor has completed all work under this Agreement. Buyer(s) agrees and understands that this Agreement constitutes the entire understanding between the parties, and that there are no verbal understandings changing or modifying any of the terms of this Agreement. Buyer(s) hereby acknowledges that Buyer(s) 1) has read this Agreement, understands the terms of this Agreement, and has received a completed, signed, and dated copy of this Agreement on the date first written above and 2) was orally informed of Buyer's right to cancel this Agreement.

X

Jeff Cielocha

X

Company Authorized Signature

Prepared for: East Bethel Attn: Jeff Cielocha 2375 221st Ave NE East Bethel, MN 55011 jeff.cielocha@i.east-bethel.mn.us (612) 685-1784	June 23, 2025	No. 2646
Modern Concrete Coatings Nick Jacobs 4095 Blackhawk Rd, Eagan, Minnesota 55122 P: (320) 292-6545 nick@moderncc.co www.modernconcreteteatings.com		

Station #1 Side Rooms and Hallway Areas

Scope of Work	Total
<p>General Commercial Space</p> <p>Item: General Commercial Space Quantity: 1 Measurement: 1535 (sq. ft.) Additional Properties: 1. Color: TBD 2. Texture: Shark Bite (Normal Texture) Notes:</p>	\$10,361.25
<p>General Commercial Repairs</p> <p>Item: General Commercial Repairs Quantity: 1</p> <p>Addons: 1. 1 Removal (1)(s) Measurement: 963 (sq. ft.)</p>	\$1,926.00
<p>Indoor/Commercial Ad-Ons</p> <p>Item: Indoor/Commercial Ad-Ons Quantity: 1</p> <p>Addons: 1. 1 Verticals: 0-6 inch(s) Measurement: 345 (ln. ft.) 2. 1 2nd Topcoat(s) Measurement: 1535 (sq. ft.)</p>	\$3,950.00

Scope of Work**Total**

20% deposit due upon signing. Remaining balance due on the day of completion.
 Customer is subject to an additional fee or cancellation of project if belongings are not cleared out of the space prior to our installation crew's arrival.
 If on the day of installation there is a high level of moisture found in your concrete/foundation (moisture levels are tested after profiling), there may be an additional charge for moisture mitigation treatment for your concrete or your installation will need to be rescheduled to a later day to allow for the concrete to dry out prior to coating, allowing for proper adhesion.

Subtotal: \$16,237.25**Discount:** \$1,623.73**Grand Total:** **\$14,613.52**

Installation Process:

- Diamond Profile for Permanent Adhesion
- Diamond Profile Cracks and Imperfections to Prepare for Mender Application
- Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth
- Apply Pure Polyurea Base Coat
- Broadcast Generous Amounts of Acrylic Chip
- Remove Excess Media Broadcast by Scraping
- Apply Polyaspartic Top Coat
- Coating Texture
- Disclaimers: Verticals and stairs are not covered under the warranty, nor are they repaired in our process. Substrate failure is not covered in the warranty.
- Saw cuts are not filled
- We do not change the pitch or slope of concrete during our process PLEASE NOTE, ANY SERVICES OR ITEMS NOT WRITTEN INTO THIS AGREEMENT WILL NOT BE INCLUDED OR PERFORMED.

Modern Concrete Coatings is to provide all permits and bonds. Remove all job-related debris. The process of installation requires the preparation of site and the supply and installation of products described above with all ancillary hardware. The Company shall not be responsible for the moving of any gas, electrical, wiring, plumbing, or telephone installations. You shall at your own cost, make suitable arrangements for such work prior to the time the Company begins work and shall acquire any permits necessary for the Company to perform the work provided herein. You agree to pay cash according to the terms shown below or, if your credit is approved, to sign a note whether or not provided by us for payment of the amount due. If you fail to pay according to the terms below and have not signed a note the entire unpaid amount becomes immediately due and you must pay a collection cost equal to our actual costs of collection, up to 15% of the total amount you owe plus attorney's fees and court costs. In addition, you understand that by failing to pay according to the terms below, the Company may have a claim against you which may be enforced against your property in accordance with the applicable lien laws. Unless otherwise specified it is understood that you are ready for this work to begin. If you refuse to permit the Company or their representatives to proceed with the work herein, or in the event of any other breach of this agreement, for any reason whatsoever, shall cause you to pay to the Company a sum of money equal to 75% (Seventy-Five Percent) of the price agreed to be paid, as fixed, liquidated and ascertained damages, and not as a penalty without further proof of loss or damage. For Credit Card Payments, balance due will automatically be charged upon completion. For checks or cash, Balance will be collected by crew foreman. This sale is subject to the provisions of the Home Solicitation Sales Act and the Home Improvement Act. This instrument is not negotiable. Buyer(s) hereby jointly and severally agrees to purchase the products and/or services of Modern Concrete Coatings ("Contractor") as listed herein and on the accompanying specification sheet(s), in accordance with the terms and conditions described on the front and reverse of this Agreement and on the front and reverse of the attached project Agreement(s) (collectively, "Agreement"). Buyer(s) hereby agrees to sign a completion certificate after Contractor has completed all work under this Agreement. Buyer(s) agrees and understands that this Agreement constitutes the entire understanding between the parties, and that there are no verbal understandings changing or modifying any of the terms of this Agreement. Buyer(s) hereby acknowledges that Buyer(s) 1) has read this Agreement, understands the terms of this Agreement, and has received a completed, signed, and dated copy of this Agreement on the date first written above and 2) was orally informed of Buyer's right to cancel this Agreement.

X

Jeff Cielocha

X

Company Authorized Signature

Prepared for:

East Bethel
Attn: Jeff Cielocha
2375 221st Ave NE
East Bethel, MN 55011
jeff.cielocha@i.east-bethel.mn.us
(612) 685-1784

June 23, 2025

No. 2647

Modern Concrete Coatings | Nick Jacobs
4095 Blackhawk Rd, Eagan, Minnesota 55122
P: (320) 292-6545 | nick@moderncc.co
www.modernconcretecoatings.com

Station #2

Scope of Work	Total
<p>General Commercial Space</p> <p>Item: General Commercial Space Quantity: 1 Measurement: 2440 (sq. ft.) Additional Properties: 1. Color: TBD 2. Texture: Shark Bite (Normal Texture) Notes:</p>	\$15,250.00
<p>Indoor/Commercial Ad-Ons</p> <p>Item: Indoor/Commercial Ad-Ons Quantity: 1</p> <p>Addons: 1. 1 2nd Topcoat(s) Measurement: 2440 (sq. ft.)</p>	\$2,440.00

20% deposit due upon signing. Remaining balance due on the day of completion.
Customer is subject to an additional fee or cancellation of project if belongings are not cleared out of the space prior to our installation crew's arrival.
If on the day of installation there is a high level of moisture found in your concrete/foundation (moisture levels are tested after profiling), there may be an additional charge for moisture mitigation treatment for your concrete or your installation will need to be rescheduled to a later day to allow for the concrete to dry out prior to coating, allowing for proper adhesion.

Subtotal:	\$17,690.00
Discount:	\$1,769.00
Grand Total:	\$15,921.00

Installation Process:

- Diamond Profile for Permanent Adhesion
- Diamond Profile Cracks and Imperfections to Prepare for Mender Application
- Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth
- Apply Pure Polyurea Base Coat
- Broadcast Generous Amounts of Acrylic Chip
- Remove Excess Media Broadcast by Scraping
- Apply Polyaspartic Top Coat
- Coating Texture
- Disclaimers: Verticals and stairs are not covered under the warranty, nor are they repaired in our process. Substrate failure is not covered in the warranty.
- Saw cuts are not filled
- We do not change the pitch or slope of concrete during our process PLEASE NOTE, ANY SERVICES OR ITEMS NOT WRITTEN INTO THIS AGREEMENT WILL NOT BE INCLUDED OR PERFORMED.

Modern Concrete Coatings is to provide all permits and bonds. Remove all job-related debris. The process of installation requires the preparation of site and the supply and installation of products described above with all ancillary hardware. The Company shall not be responsible for the moving of any gas, electrical, wiring, plumbing, or telephone installations. You shall at your own cost, make suitable arrangements for such work prior to the time the Company begins work and shall acquire any permits necessary for the Company to perform the work provided herein. You agree to pay cash according to the terms shown below or, if your credit is approved, to sign a note whether or not provided by us for payment of the amount due. If you fail to pay according to the terms below and have not signed a note the entire unpaid amount becomes immediately due and you must pay a collection cost equal to our actual costs of collection, up to 15% of the total amount you owe plus attorney's fees and court costs. In addition, you understand that by failing to pay according to the terms below, the Company may have a claim against you which may be enforced against your property in accordance with the applicable lien laws. Unless otherwise specified it is understood that you are ready for this work to begin. If you refuse to permit the Company or their representatives to proceed with the work herein, or in the event of any other breach of this agreement, for any reason whatsoever, shall cause you to pay to the Company a sum of money equal to 75% (Seventy-Five Percent) of the price agreed to be paid, as fixed, liquidated and ascertained damages, and not as a penalty without further proof of loss or damage. For Credit Card Payments, balance due will automatically be charged upon completion. For checks or cash, Balance will be collected by crew foreman. This sale is subject to the provisions of the Home Solicitation Sales Act and the Home Improvement Act. This instrument is not negotiable. Buyer(s) hereby jointly and severally agrees to purchase the products and/or services of Modern Concrete Coatings ("Contractor") as listed herein and on the accompanying specification sheet(s), in accordance with the terms and conditions described on the front and reverse of this Agreement and on the front and reverse of the attached project Agreement(s) (collectively, "Agreement"). Buyer(s) hereby agrees to sign a completion certificate after Contractor has completed all work under this Agreement. Buyer(s) agrees and understands that this Agreement constitutes the entire understanding between the parties, and that there are no verbal understandings changing or modifying any of the terms of this Agreement. Buyer(s) hereby acknowledges that Buyer(s) 1) has read this Agreement, understands the terms of this Agreement, and has received a completed, signed, and dated copy of this Agreement on the date first written above and 2) was orally informed of Buyer's right to cancel this Agreement.

X

Jeff Cielocha

X

Company Authorized Signature

Prepared for:

East Bethel
Attn: Jeff Cielocha
2375 221st Ave NE
East Bethel, MN 55011
jeff.cielocha@i.east-bethel.mn.us
(612) 685-1784

June 23, 2025

No. 2648

Modern Concrete Coatings | Nick Jacobs
4095 Blackhawk Rd, Eagan, Minnesota 55122
P: (320) 292-6545 | nick@moderncc.co
www.modernconcretecoatings.com

Station #3 -- 342 Forest Rd

Scope of Work

Total

General Commercial Space

\$4,350.00

Item: General Commercial Space
Quantity: 1
Measurement: 600 (sq. ft.)
Additional Properties:
1. Color: TBD
2. Texture: Shark Bite (Normal Texture)
Notes:

Indoor/Commercial Ad-Ons

\$600.00

Item: Indoor/Commercial Ad-Ons
Quantity: 1

Addons:
1. 1 2nd Topcoat(s)
Measurement: 600 (sq. ft.)

20% deposit due upon signing. Remaining balance due on the day of completion.
Customer is subject to an additional fee or cancellation of project if belongings are not cleared out of the space prior to our installation crew's arrival.
If on the day of installation there is a high level of moisture found in your concrete/foundation (moisture levels are tested after profiling), there may be an additional charge for moisture mitigation treatment for your concrete or your installation will need to be rescheduled to a later day to allow for the concrete to dry out prior to coating, allowing for proper adhesion.

Subtotal: \$4,950.00

Discount: \$495.00

Grand Total: **\$4,455.00**

Installation Process:

- Diamond Profile for Permanent Adhesion
- Diamond Profile Cracks and Imperfections to Prepare for Mender Application
- Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth
- Apply Pure Polyurea Base Coat
- Broadcast Generous Amounts of Acrylic Chip
- Remove Excess Media Broadcast by Scraping
- Apply Polyaspartic Top Coat
- Coating Texture
- Disclaimers: Verticals and stairs are not covered under the warranty, nor are they repaired in our process. Substrate failure is not covered in the warranty.
- Saw cuts are not filled
- We do not change the pitch or slope of concrete during our process PLEASE NOTE, ANY SERVICES OR ITEMS NOT WRITTEN INTO THIS AGREEMENT WILL NOT BE INCLUDED OR PERFORMED.

Modern Concrete Coatings is to provide all permits and bonds. Remove all job-related debris. The process of installation requires the preparation of site and the supply and installation of products described above with all ancillary hardware. The Company shall not be responsible for the moving of any gas, electrical, wiring, plumbing, or telephone installations. You shall at your own cost, make suitable arrangements for such work prior to the time the Company begins work and shall acquire any permits necessary for the Company to perform the work provided herein. You agree to pay cash according to the terms shown below or, if your credit is approved, to sign a note whether or not provided by us for payment of the amount due. If you fail to pay according to the terms below and have not signed a note the entire unpaid amount becomes immediately due and you must pay a collection cost equal to our actual costs of collection, up to 15% of the total amount you owe plus attorney's fees and court costs. In addition, you understand that by failing to pay according to the terms below, the Company may have a claim against you which may be enforced against your property in accordance with the applicable lien laws. Unless otherwise specified it is understood that you are ready for this work to begin. If you refuse to permit the Company or their representatives to proceed with the work herein, or in the event of any other breach of this agreement, for any reason whatsoever, shall cause you to pay to the Company a sum of money equal to 75% (Seventy-Five Percent) of the price agreed to be paid, as fixed, liquidated and ascertained damages, and not as a penalty without further proof of loss or damage. For Credit Card Payments, balance due will automatically be charged upon completion. For checks or cash, Balance will be collected by crew foreman. This sale is subject to the provisions of the Home Solicitation Sales Act and the Home Improvement Act. This instrument is not negotiable. Buyer(s) hereby jointly and severally agrees to purchase the products and/or services of Modern Concrete Coatings ("Contractor") as listed herein and on the accompanying specification sheet(s), in accordance with the terms and conditions described on the front and reverse of this Agreement and on the front and reverse of the attached project Agreement(s) (collectively, "Agreement"). Buyer(s) hereby agrees to sign a completion certificate after Contractor has completed all work under this Agreement. Buyer(s) agrees and understands that this Agreement constitutes the entire understanding between the parties, and that there are no verbal understandings changing or modifying any of the terms of this Agreement. Buyer(s) hereby acknowledges that Buyer(s) 1) has read this Agreement, understands the terms of this Agreement, and has received a completed, signed, and dated copy of this Agreement on the date first written above and 2) was orally informed of Buyer's right to cancel this Agreement.

X

Jeff Cielocha

X

Company Authorized Signature

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



Date: July 14th, 2025

Agenda Item Number: 8.0 G.1

Agenda Item: Approve Hire of Temporary Intern

Background Information: Request to approve the hire of an intern for a special project to begin the transition from paper files to digital format. Digital format will be the first step to document preservation and eventual website functions that could include public data searches for commonly asked for information. While there is room for volunteers to help on this project, having a dedicated intern to manage the process will help to complete the project in a reasonable amount of time. Estimated time to complete would be less than 6 months so as not to require benefits. Intern compensation is recommended at \$15 hour. This person would help to coordinate with volunteers as they become available, managing the process. Carrie Frost will be the overseer of the project.

Anoka County Regional Economic development was forwarded the names of two individuals that needed to complete internships prior to completing their bachelor's degree in planning and community development. George Ongaga responded to East Bethel's interest in offering a special project opportunity that would allow the intern to become acclimated to property address files, coordination to convert to digital format and organize for eventual adoption into software upgrades that cities commonly use. Mr. Ongaga has experience in computer programming and repair and possesses a skillset that combines use of technology with data management.

Recommendation: City Council should review the opportunity and consider approving the temporary hire of an intern for the completion of the paper file transfer project.

Attachments:

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____