

**City of East Bethel
City Council Agenda
City Council Regular Meeting
Date: July 28, 2025 at 7:00 p.m.**



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

- 1.0 Call to Order**
- 2.0 Pledge of Allegiance**
- 3.0 Adopt Agenda**
- 4.0 Presentations and Public Hearings**
 - A. Anoka County Sheriff Office Monthly Report (p. 3-9)
 - B. Fire Department Monthly Report (p. 10)
- 5.0 Public Forum**
- 6.0 Consent Agenda (p. 11-12)**

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. 13-28)
 - B. Tabled Minutes: June 23, 2025 City Council meeting (p. 29-34)
 - C. Minutes: July 14, 2025 City Council work meeting (p. 35-38)
 - D. Minutes: July 14, 2025 City Council meeting (p. 39-48)
 - E. Approve the Removal of Landform Expenses from Delinquent Escrow Account
 - F. Approve Hire of New Fire Fighters
- 7.0 New Business - Commission, Association and Task Force Reports**
 - A. Planning Commission
 - B. Economic Development Authority
 - C. Park Commission
- 8.0 Department Reports**
 - A. Community Development
 - B. Engineer
 - C. City Attorney
 - D. Finance
 - E. Public Works
 - F. Fire Department
 - 1. Fire Station Flooring Bids (p. 49-90)
 - G. City Administrator
 - 1. Approve Purchase of Property: 1345 Sims, PID# 08-33-23-34-0002 (p. 91-117)

2. Approve BDM Lease Agreement (p. 118-123)

9.0 Other

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

10.0 Adjourn

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



Date: July 28, 2025

Agenda Item Number: 4.0 A

Agenda Item: Sheriff's Department Report

Background Information:

Lieutenant Derek Peters will present the Anoka County Sheriff's Office monthly report.

Attachment(s):

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

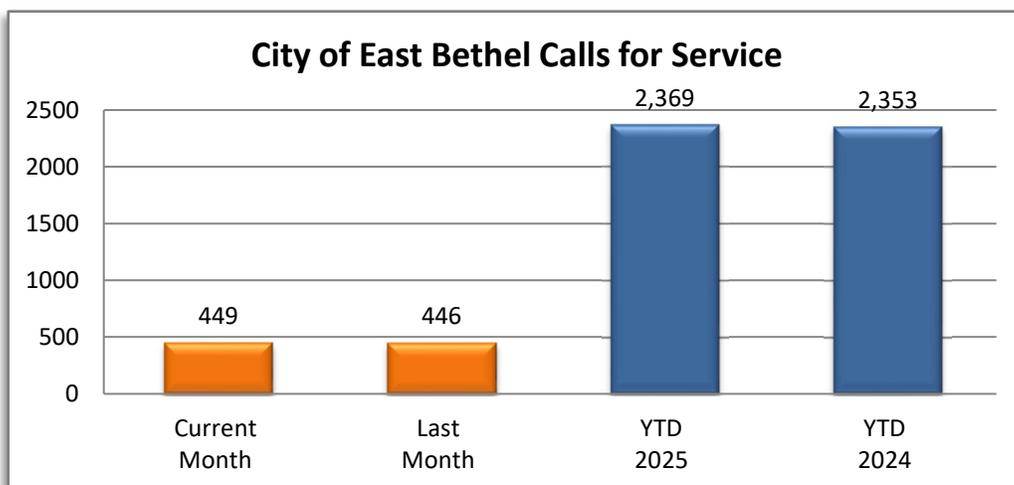
Fiscal Impact:

Recommendation(s): No Action Required

PATROL DIVISION

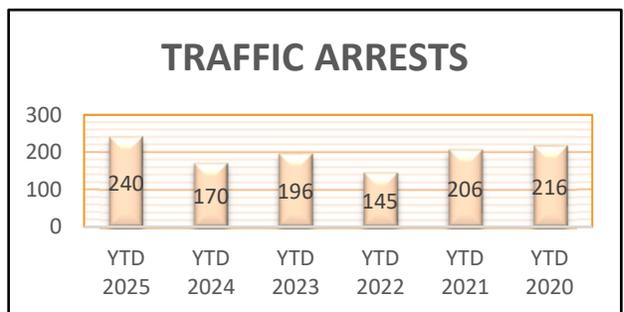
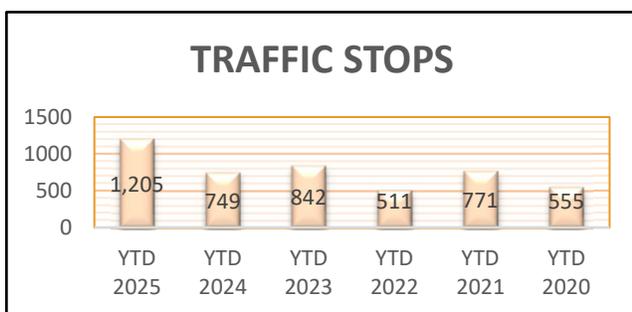
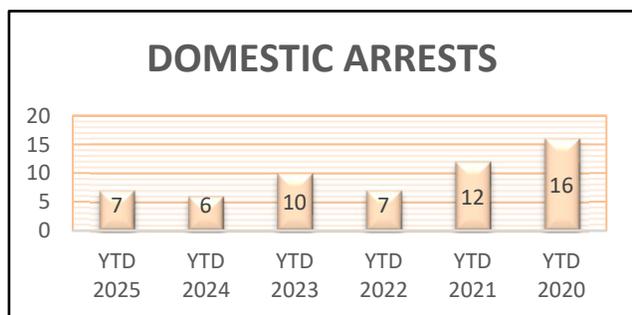
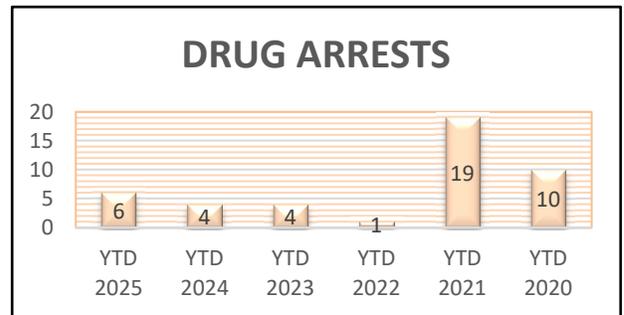
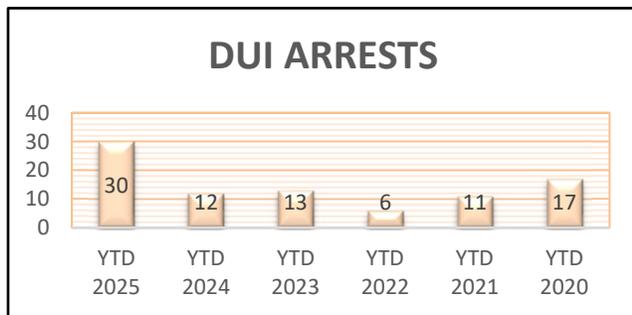
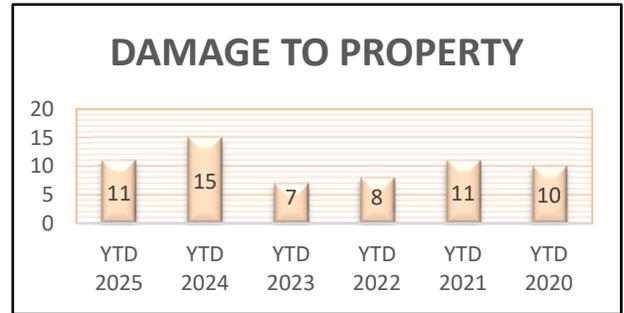
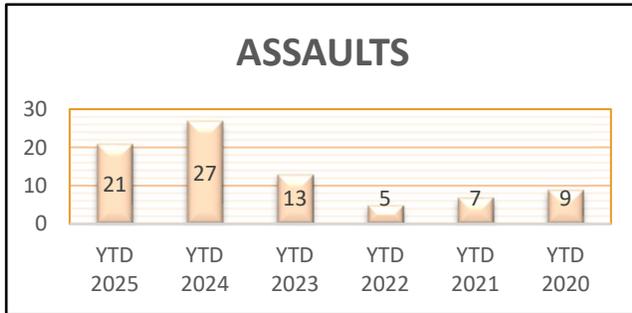
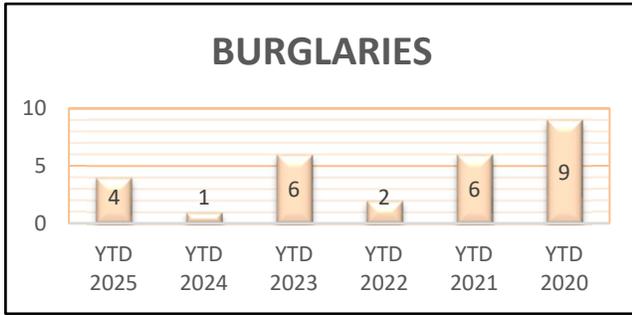
CITY OF EAST BETHEL - JUNE 2025

OFFENSE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD 2025	YTD 2024
Calls for Service	368	318	371	367	446	499							2,369	2,353
Burglaries	1	0	2	0	0	1							4	1
Thefts	4	2	3	5	5	7							26	19
Crim Sex Conduct	0	0	1	1	1	0							3	5
Assault	3	2	0	3	4	9							21	27
Dam to Property	0	0	2	2	1	6							11	15
Harass Comm	0	0	0	0	0	0							0	0
PI Accidents	3	3	2	4	5	6							23	34
PD Accidents	20	20	8	13	19	18							98	96
Medical	63	64	36	42	64	53							322	357
Animal Complaint	24	22	27	27	19	38							157	176
Alarms	21	15	13	11	14	6							80	97
Felony Arrests	6	1	2	1	3	5							18	23
Gross Misd Arrests	12	3	9	5	4	9							42	28
Misd Arrests	9	5	7	2	17	26							66	58
DUI Arrests	3	3	6	2	7	9							30	12
Drug Arrests	2	0	2	0	2	0							6	4
Domestic Arrests	3	1	0	0	2	1							7	6
Warrant Arrests	8	2	8	7	7	8							40	25
Traffic Stops	177	183	242	234	200	169							1,205	749
Traffic Arrests	26	29	43	73	39	30							240	170



CITY OF EAST BETHEL

YEAR TO DATE - JUNE 2020-2025

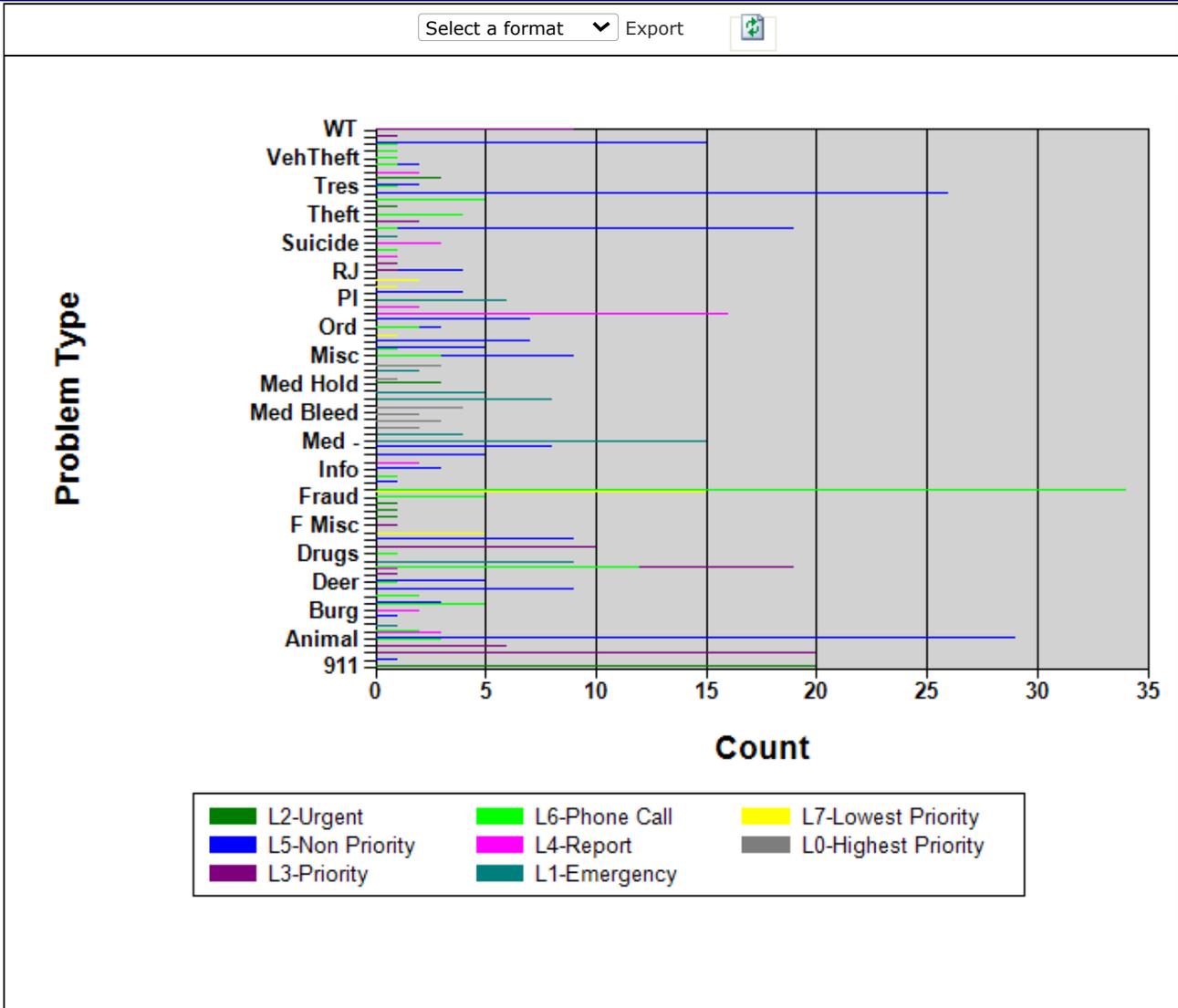


Problem Type Summary

12:52 PM 07/09/2025

Data Source: Data Warehouse

Agency:	LAW ENFORCEMENT
Division:	East Bethel Law
Day Range:	Date From 6/1/2025 To 6/30/2025
Exclusion:	• Calls canceled before first unit assigned



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

Problem Type	Priority							Total	
	0	1	2	3	4	5	6		7
911			20						20
Abandon									
Abuse						1			1
AbuseP									
AlarmB				20					20

AlarmCO							
AlarmCOill							
AlarmF			6				6
AlarmFsmoke							
AlarmHoldup							
AlarmV							
AlarmWF							
Animal				29	3		32
AnimalResc							
Arson							
Assault			3		2		5
AssaultP	1						1
Boat Assist				1			1
Bomb							
BombP							
Broadcast							
Burg			2		1		3
BurgP							
Civil				3	5		8
CivilP							
CSC					2		2
Debris				9			9
Deer				5	1		6
Disorderly			1				1
Dom			19	1		12	32
DomP	9						9
Drugs					1		1
DUI			10				10
Dumping							
Escort				9			9
ExPat						5	5
F Aircraft							
F Assist							
F CleanUp							
F Collapse							
F Dump							
F Elec Smell							
F Expl							
F Gas Odor In							
F Gas Odor Out							
F Grass fire							
F Illegal							
F Misc			1				1
F Mutual Aid							
F Oven		1					1
F Powerlines							
F SmokeIn							
F SmokeOut							
F Structure							
F Train							
F Veh		1					1
F Water Rescue							
Fight		1					1
Flood in							
Flood out							
Fraud				2	5		7
FraudP							
FU				1	34	15	50
FW				1			1
Gun							
Harass					1		1
Info				3			3
Lift Assist			2				2
Liq							
Lockout				5			5
LockoutP							

MA					8			8
MASS								
Med -	15							15
Med Abdominal Pain	4							4
Med Alarm								
Med Allergic	2							2
Med Assault	3							3
Med Bleed	2							2
Med Breathing Diff	4							4
Med Breathing Not								
Med Choking								
Med Drown								
Med Electro								
Med Fall	8							8
Med Heart	5							5
Med Hold		3						3
Med Info								
Med OB	1							1
Med Priority								
Med Seizure								
Med Stab-Gunshot								
Med Stroke	2							2
Med Uncon	3							3
Medex								
Misc					9	3		12
MiscO					5	1		6
Noise					7			7
NoTag							1	1
Ord					3	2		5
Other								
Park					7			7
PD				16		2		18
Person				2		1		3
PI	6							6
POR					4			4
Property								
PW							1	1
REPO-TOW							2	2
RJ		1	1		4			6
RoadClosure								
Robbery								
RobberyP								
Shots			1					1
Slumper				1				1
StolenProp						1		1
Suicide				3				3
SuicideP	1							1
Susp					19	1		20
SuspP			2					2
Theft						4		4
TheftP		1						1
Threat					2	5		7
ThreatP								
Traf					26			26
Tres					2	1		3
UNK		3						3
Unsecure				2				2
Vand					2	1		3
VandP								
VehTheft					1	1		2
VehTheftP								
Weapon						1		1
Weather								
Welfare					15	1		16
WelfareP								1
WT			1					1
								9

Total

15	51	31	71	32	183	92	24	499
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Close

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



Date: July 28, 2025

Agenda Item Number: Item 4.0 B

Agenda Item: Fire Department Report

Background Information:

Fire Chief Cielocho will present the Fire Department's monthly report.

Attachment(s):

Fiscal Impact:

Recommendation(s): No Action Required

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



Date: July 28, 2025

Agenda Item Number: Item 6.0 A-F

Requested Action: Consider approving the Consent Agenda as presented

Background Information:

Item A - Approve Bills

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

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

Item C – Minutes: July 14, 2025 City Council work meeting

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

Item D – Minutes: July 14, 2025 City Council meeting

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

Item E – Approve the Removal of Landform Expenses from Delinquent Escrow Account

On January 31, 2025, Classic Construction submitted a \$1,500 escrow for a site plan review and conditional use permit for a new 15,888 square foot building at 18750 Ulyssess St NE. Since that time, the City has allocated expenditures related to this project to that escrow, which were comprised of Planning and Zoning Services (Landform), Legal (Eckberg Lammers) and Engineering (Hakanson Anderson) in the amounts of \$3,649.75, \$357.50 and \$775.00, respectively. The applicant is requesting that the \$3,649.75 in Planning and Zoning services be removed from the escrow account as they stated *“on the site plan review application, it states that all consulting fees from the city engineer, city attorney, etc. will be taken from the escrow and any remaining funds will be refunded back to us, it is stated as such. No where does it state, it “could exceed” the escrow amount required, and this is where I am stating my case. I do understand that the City of East Bethel was without a staffed city planner at the time these meetings were held, but I do not feel I am responsible for these additional fees.”* Staff has since updated the language on the escrow form to reflect Planning and Zoning costs. Staff recommends the Council approve the removal of the \$3,649.75 in Landform expenses and any subsequent Landform expenses from this escrow account.

Item F – Approve Hire of New Fire Fighters

The East Bethel Fire Department started a significant recruitment and retention campaign in April of this year. This resulted in eight applications being submitted for consideration. Those applications were evaluated, and the applicants were interviewed by a panel that consisted of Deputy Chief Uden, District Chief Hoffman, LT King, and FFs Downie and Madson. Off of their recommendation, all eight applicants were interviewed one-on-one with Chief Cielocha. Seven were moved onto the next step, which consisted of background checks with the Anoka County Sheriff's Office. One applicant decided to pull their application from consideration due to a conflict with the fire department's training schedule. Four individuals are being recommended tonight for consideration for the position of probationary firefighter.

The financial impact is budgeted for and includes initial uniforms, turnout gear, and education provided through the Anoka County Fire Training Academy.

Chief Cielocha recommends that Brandon Alford, Peter Boyum, Thomas Herman, and Wilson Supuk be appointed to the position of probationary firefighter with the East Bethel Fire Department.

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 28, 2025
Payment Summary

Payments for Council Approval						
Bills to be approved for payment						\$550,538.53
Electronic Payroll Payments						\$44,362.28
Payroll City Council - July 15, 2025						\$2,230.18
Payroll Fire Department - July 15, 2025						\$12,464.04
Payroll City Staff - July 17, 2025						\$50,209.80
Total to be Approved for Payment						\$659,804.83
Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Electric Utilities	07 2025	Connexus Energy	615	49851	\$657.15
Arena Operations	Gas Utilities	936494187	Xcel Energy	615	49851	\$80.29
Arena Operations	Information Systems	B250710J	Anoka County Treasury Dept	615	49851	\$75.00
Building Inspection	Escrow Payment	2931071125	Lashinski Septic Service	101		\$18,798.00
Building Inspection	Escrow Payment	2788	SMITHS SEPTIC & EXCAVATING	101		\$21,045.00
Building Inspection	Escrow Release	2024-00527	Amanda & Brayden Brunberg	101		\$6,600.00
Building Inspection	Escrow Release	2024-00309	ANGEL BERMUDEZ	101		\$6,600.00
Building Inspection	Escrow Release	20250715	BRYAN HALVARSON	101		\$12,433.25
Building Inspection	Escrow Release	20250717	CHERYL FAIRFIELD	101		\$5,261.25
Building Inspection	Escrow Release	2024-00909-1	MITCHELL MAHR	101		\$5,200.00
Building Inspection	Escrow Release	2024-00933	RYAN GUTZMANN	101		\$6,600.00
Building Inspection	Escrow Release	2024-00899-1	TH Construction	101		\$6,600.00
Building Inspection	Escrow Release	2024-00958	TH Construction	101		\$6,600.00
Building Inspection	Escrow Release	2024-00958	TH Construction	101		\$5,200.00
Building Inspection	Motor Vehicles Parts	14191	The Graphics Guys	101	42410	\$70.00
City Administration	Conferences/Meetings	217885-9378	SCSU Welcome Center	101	41320	\$325.00
City Administration	Information Systems	B250710J	Anoka County Treasury Dept	101	41320	\$75.00
City Administration	Office Supplies	IN4877988	Innovative Office Solutions	101	41320	\$53.03
City Administration	Telephone	07 2025	CenturyLink	101	41320	\$151.49
Econ. Development Auth	Professional Services Fees	342632	CivicPlus	232	23200	\$11,848.58
Econ. Development Auth	Professional Services Fees	46955	Eckberg, Lammers, P.C.	232	23200	\$2,444.00
Engineering	Architect/Engineering Fees	55439	Hakanson Anderson Assoc. Inc.	101	43110	\$447.00
Fire Department	Bldgs/Facilities Repair/Maint	2719	Bill's Quality Cleaning	101	42210	\$168.00
Fire Department	Bldgs/Facilities Repair/Maint	2720	Bill's Quality Cleaning	101	42210	\$53.00
Fire Department	Bldgs/Facilities Repair/Maint	250708-015	Titan Energy Systems, Inc.	101	42210	\$482.50
Fire Department	Clothing & Personal Equip.	21581	FES, Inc.	101	42210	\$112.99
Fire Department	Electric Utilities	07 2025	Connexus Energy	101	42210	\$749.31
Fire Department	Electric Utilities	07 2025	Connexus Energy	101	42210	\$120.29
Fire Department	Electric Utilities	07 2025	Connexus Energy	101	42210	\$48.88
Fire Department	Electric Utilities	07 2025	Connexus Energy	101	42210	\$8.00
Fire Department	Gas Utilities	936494187	Xcel Energy	101	42210	\$72.77
Fire Department	Information Systems	B250710J	Anoka County Treasury Dept	101	42210	\$75.00
Fire Department	Motor Fuels	353955	SPEEDWAY #4788	101	42210	\$11.14
Fire Department	Office Supplies	IN4877988	Innovative Office Solutions	101	42210	\$18.35
Fire Department	Repairs/Maint Machine/Equip	P51726	MacQueen	101	42210	\$2,975.00
Fire Department	Telephone	07 2025	CenturyLink	101	42210	\$88.16
Fire Department	Telephone	07 2025	CenturyLink	101	42210	\$57.21
Fire Department	Unemploy Benefit Payments	Q2 2025	MN Dept of Employment and	101	42210	\$11,770.93



City of East Bethel

July 28, 2025

Payment Summary

Gen Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2717	Bill's Quality Cleaning	101	41940	\$380.00
Gen Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2721	Bill's Quality Cleaning	101	41940	\$168.00
Gen Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	310870729	Premium Waters, Inc.	101	41940	\$33.39
Gen Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	310879588	Premium Waters, Inc.	101	41940	\$8.76
Gen Govt Buildings/Plant	Electric Utilities	07 2025	Connexus Energy	101	41940	\$19.66
Gen Govt Buildings/Plant	Electric Utilities	07 2025	Connexus Energy	101	41940	\$1,193.56
Gen Govt Buildings/Plant	Electric Utilities	07 2025	Connexus Energy	101	41940	\$156.14
Gen Govt Buildings/Plant	Gas Utilities	936494187	Xcel Energy	101	41940	\$28.21
Legal	Legal Fees	46955	Eckberg, Lammers, P.C.	101		\$675.00
Legal	Legal Fees	46955	Eckberg, Lammers, P.C.	101		\$250.00
Legal	Legal Fees	46955	Eckberg, Lammers, P.C.	101		\$275.00
Legal	Legal Fees	46955	Eckberg, Lammers, P.C.	101	41610	\$400.00
Legal	Legal Fees	46955	Eckberg, Lammers, P.C.	101	41610	\$1,087.50
Legal	Legal Fees	46955	Eckberg, Lammers, P.C.	101	41610	\$4,250.00
Legal	Legal Fees	46955	Eckberg, Lammers, P.C.	101	41610	\$2,775.00
Legal	Legal Fees	46955	Eckberg, Lammers, P.C.	101	41610	\$840.00
Mayor/City Council	Commissions and Boards	584605	First Student Inc.	101	41110	\$349.20
Mayor/City Council	Dues and Subscriptions	257054	Alexandra House, Inc.	101	41110	\$4,500.00
Park Maintenance	Cleaning Supplies	9571142398	Grainger	101	43201	\$132.88
Park Maintenance	Clothing & Personal Equip	4236902409	Cintas Corporation	101	43201	\$33.31
Park Maintenance	Clothing & Personal Equip	4237627924	Cintas Corporation	101	43201	\$33.31
Park Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43201	\$36.28
Park Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43201	\$30.10
Park Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43201	\$301.57
Park Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43201	\$23.69
Park Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43201	\$20.31
Park Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43201	\$76.91
Park Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43201	\$27.90
Park Maintenance	Equipment Parts	P45002	MN Equipment	101	43201	\$24.93
Park Maintenance	Park/Landscaping Materials	1548446-030	Federated Co-ops	101	43201	\$152.99
Park Maintenance	Park/Landscaping Materials	030169	Hoffman Bros. Sod, Inc	101	43201	\$198.00
Park Maintenance	Park/Landscaping Materials	030196	Hoffman Bros. Sod, Inc	101	43201	\$198.00
Park Maintenance	Park/Landscaping Materials	030207	Hoffman Bros. Sod, Inc	101	43201	\$198.00
Park Maintenance	Personnel/Labor Relations	104616	Trust in Us, LLC	101	43201	\$60.00
Payroll	Insurance Premium	08 2025	Dearborn Group	101		\$2,077.08
Payroll	Insurance Premium	CNS001901242	Delta Dental	101		\$692.61
Payroll	Insurance Premium	CNS001901242	Delta Dental	101		\$52.06
Payroll	Insurance Premium	265866563265	Medica	101		\$11,335.47
Payroll	Insurance Premium	436200082025	NCPERS Group Life Ins	101		\$64.00
Payroll	Union Dues	07 2025	MN Public Employees Assn	101		\$351.00
Planning and Zoning	Architect/Engineering Fees	55436	Hakanson Anderson Assoc. Inc.	101		\$16,162.00
Planning and Zoning	Architect/Engineering Fees	55437	Hakanson Anderson Assoc. Inc.	101		\$2,137.75
Planning and Zoning	Professional Services Fees	36919	Landform	101		\$90.50
Planning and Zoning	Professional Services Fees	36919	Landform	101		\$226.25
Planning and Zoning	Professional Services Fees	36919	Landform	101		\$90.50
Planning and Zoning	Professional Services Fees	36919	Landform	101		\$90.50
Planning and Zoning	Professional Services Fees	36919	Landform	101		\$45.25
Planning and Zoning	Professional Services Fees	36919	Landform	101		\$226.25
Planning and Zoning	Professional Services Fees	36919	Landform	101		\$181.00



City of East Bethel

July 28, 2025

Payment Summary

Planning and Zoning	Professional Services Fees	36919	Landform	101		\$135.75
Planning and Zoning	Professional Services Fees	36919	Landform	101	41910	\$90.50
Planning and Zoning	Professional Services Fees	36919	Landform	101	41910	\$1,086.00
Planning and Zoning	Professional Services Fees	36919	Landform	101	41910	\$1,583.75
Planning and Zoning	Professional Services Fees	36919	Landform	101	41910	\$90.50
Recycling Operations	Bldg/Facility Repair Supplies	02-1167547	Lano Equipment, Inc.	226	43235	\$117.48
Recycling Operations	Bldg/Facility Repair Supplies	61294	Menards - Forest Lake	226	43235	\$91.92
Recycling Operations	Bldg/Facility Repair Supplies	075284	Winnick Supply	226	43235	\$145.11
Recycling Operations	Bldg/Facility Repair Supplies	075659	Winnick Supply	226	43235	\$93.67
Recycling Operations	Electric Utilities	07 2025	Connexus Energy	226	43235	\$68.07
Recycling Operations	Gas Utilities	936494187	Xcel Energy	226	43235	\$20.93
Sewer Operations	Electric Utilities	07 2025	Connexus Energy	602	49451	\$324.43
Sewer Operations	Electric Utilities	07 2025	Connexus Energy	602	49451	\$102.54
Street Capital Projects	Architect/Engineering Fees	55438	Hakanson Anderson Assoc. Inc.	406	40600	\$4,116.50
Street Capital Projects	Street Maint Services	29712	Classic Construction	406	40600	\$61,350.00
Street Maintenance	Bldgs/Facilities Repair/Maint	4236902409	Cintas Corporation	101	43220	\$9.08
Street Maintenance	Bldgs/Facilities Repair/Maint	4237627924	Cintas Corporation	101	43220	\$9.08
Street Maintenance	Bldgs/Facilities Repair/Maint	310870731	Premium Waters, Inc.	101	43220	\$38.16
Street Maintenance	Bldgs/Facilities Repair/Maint	310879589	Premium Waters, Inc.	101	43220	\$4.38
Street Maintenance	Clothing & Personal Equip	4236902409	Cintas Corporation	101	43220	\$33.31
Street Maintenance	Clothing & Personal Equip	4237627924	Cintas Corporation	101	43220	\$33.31
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$34.07
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$481.18
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$41.21
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$79.82
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$43.94
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$111.94
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$12.04
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$34.98
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$92.76
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$577.87
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$111.02
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Electric Utilities	07 2025	Connexus Energy	101	43220	\$5.40
Street Maintenance	Equipment Parts	1539-356712	O'Reilly Auto Stores Inc.	101	43220	\$13.86
Street Maintenance	Gas Utilities	936494187	Xcel Energy	101	43220	\$13.87
Street Maintenance	General Operating Supplies	343781	S & S Industrial Supply	101	43220	\$5.11



City of East Bethel
July 28, 2025
Payment Summary

Street Maintenance	Motor Vehicles	03692412	Nate Ayshford	701	43220	\$3,217.43
Street Maintenance	Motor Vehicles	EASTBETHEL2510	NORTH COUNTRY GM	701	43220	\$45,223.00
Street Maintenance	Motor Vehicles Parts	126948720	Fleet Pride	101	43220	\$40.41
Street Maintenance	Motor Vehicles Parts	127085447	Fleet Pride	101	43220	\$55.98
Street Maintenance	Motor Vehicles Parts	1539-358707	O'Reilly Auto Stores Inc.	101	43220	\$294.78
Street Maintenance	Motor Vehicles Parts	1539-360564	O'Reilly Auto Stores Inc.	101	43220	\$10.49
Street Maintenance	Motor Vehicles Parts	1539-361467	O'Reilly Auto Stores Inc.	101	43220	(\$50.00)
Street Maintenance	Motor Vehicles Parts	14190	The Graphics Guys	101	43220	\$15.00
Street Maintenance	Repair/Maint Machine/Equip	SI000664927	Ziegler Inc.	101	43220	\$1,254.46
Street Maintenance	Shop Supplies	187091	Metro Products, LLC	101	43220	\$511.59
Street Maintenance	Shop Supplies	187144	Metro Products, LLC	101	43220	\$443.25
Street Maintenance	Street Maint Materials	030185	Hoffman Bros. Sod, Inc	101	43220	\$141.00
Street Maintenance	Street Maint Materials	156022307-001	SiteOne Landscape Supply	101	43220	\$446.01
TIF 1-2	Professional Services Fees	08 2025-1	EB Properties, LLC	436	43600	\$53,862.08
TIF 1-2	Professional Services Fees	08 2025-2	EB Properties, LLC	436	43600	\$53,862.08
TIF 1-2	Professional Services Fees	101972	EHLERS	436	43600	\$162.50
TIF 1-3	Professional Services Fees	101972	EHLERS	437	43700	\$162.50
TIF 1-3	Professional Services Fees	20250801	Viking Preserve, LLC	437	43700	\$45,546.10
TIF 1-4	Professional Services Fees	20250801	BANKVISTA	438	43800	\$52,306.78
TIF 1-4	Professional Services Fees	101972	EHLERS	438	43800	\$162.50
TIF 1-5	Professional Services Fees	20250801	BANK CHEROKEE	439	43900	\$25,490.18
TIF 1-5	Professional Services Fees	101972	EHLERS	439	43900	\$162.50
Water Utility Operations	Bldg/Facility Repair Supplies	37451	Menards Cambridge	601	49401	\$319.74
Water Utility Operations	Chemicals & Chem Products	7129388	Hawkins, Inc	601	49401	\$1,218.04
Water Utility Operations	Chemicals & Chem Products	7132213	Hawkins, Inc	601	49401	\$100.00
Water Utility Operations	Electric Utilities	07 2025	Connexus Energy	601	49401	\$199.34
Water Utility Operations	Electric Utilities	07 2025	Connexus Energy	601	49401	\$275.84
Water Utility Operations	Electric Utilities	07 2025	Connexus Energy	601	49401	\$1,307.28
Water Utility Operations	Gas Utilities	07 2025-01	CenterPoint Energy	601	49401	\$26.80
Water Utility Operations	Gas Utilities	07 2025-02	CenterPoint Energy	601	49401	\$139.28
Water Utility Operations	Telephone	07 2025	CenturyLink	601	49401	\$149.82
Water Utility Operations	Telephone	07 2025	CenturyLink	601	49401	\$152.21
Water Utility Operations	Telephone	07 2025	CenturyLink	601	49401	\$138.69
Water Utility Operations	Utility Maint Supplies	0550936	Ferguson Waterworks #2518	601	49401	\$5,181.74
						\$550,538.53



City of East Bethel
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Electronic Payroll Payments		
Payroll	PERA	\$10,476.28
Payroll	Federal Withholding	\$7,727.80
Payroll	Medicare Withholding	\$2,824.80
Payroll	FICA Tax Withholding	\$11,118.12
Payroll	State Withholding	\$3,848.65
Payroll	MSRS/H.S.A./HCSP	\$8,366.63
		\$44,362.28



CITY OF EAST BETHEL

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Payments Batch 20250728PAY		\$550,538.53	
Refer	0 ALEXANDRA HOUSE, INC.		
Cash Payment	E 101-41110-433 Dues and Subscriptions	2025 Professional Services	\$4,500.00
Invoice	257054	7/22/2025	
Transaction Date	7/23/2025	First Bank & Trust 10100	Total \$4,500.00 ✓
Refer	0 ANOKA COUNTY TREASURY DEPT		
Cash Payment	E 101-41320-309 Information Systems	Broadband Services	\$75.00
Invoice	B250710J	7/10/2025	
Cash Payment	E 101-42210-309 Information Systems	Broadband Services	\$75.00
Invoice	B250710J	7/10/2025	
Cash Payment	E 615-49851-309 Information Systems	Broadband Services	\$75.00
Invoice	B250710J	7/10/2025	
Transaction Date	7/22/2025	First Bank & Trust 10100	Total \$225.00 ✓
Refer	0 AYSHFORD, NATE		
Cash Payment	E 701-43220-550 Motor Vehicles	Taxes & Registration for 2025 Chevy Silverado	\$3,217.43
Invoice	03692412	7/16/2025	
Transaction Date	7/22/2025	First Bank & Trust 10100	Total \$3,217.43 ✓
Refer	0 BANK CHEROKEE		
Cash Payment	E 439-43900-307 Professional Services F	TIF 1-5 Revenue Note	\$25,490.18
Invoice	20250801	7/3/2025	
Transaction Date	7/22/2025	First Bank & Trust 10100	Total \$25,490.18 ✓
Refer	0 BANKVISTA		
Cash Payment	E 438-43800-307 Professional Services F	TIF 1-4 Revenue Note	\$52,306.78
Invoice	20250801	7/3/2025	
Transaction Date	7/22/2025	First Bank & Trust 10100	Total \$52,306.78 ✓
Refer	0 BERMUDEZ, ANGEL		
Cash Payment	G 101-24500 Escrow	21275 Ghia St NE, Escrow Release, Landscaping	\$6,600.00
Invoice	2024-00309	8/27/2024	
Transaction Date	7/24/2025	First Bank & Trust 10100	Total \$6,600.00 ✓
Refer	0 BILLS QUALITY CLEANING		
Cash Payment	E 101-41940-403 Bldgs/Facilities Repair/M	City Hall Facility Cleaning	\$380.00 ✓
Invoice	2717	7/15/2025	
Cash Payment	E 101-42210-403 Bldgs/Facilities Repair/M	Fire Sta #1 Facility Cleaning	\$168.00 ✓
Invoice	2719	7/15/2025	
Cash Payment	E 101-41940-403 Bldgs/Facilities Repair/M	Senior Ctr Facility Cleaning	\$168.00 ✓
Invoice	2721	7/15/2025	
Cash Payment	E 101-42210-403 Bldgs/Facilities Repair/M	Fire Sta #3 Cleaning	\$53.00 ✓
Invoice	2720	7/15/2025	
Transaction Date	7/22/2025	First Bank & Trust 10100	Total \$769.00 ✓
Refer	0 BRUNBURG, AMANDA & BRAYDEN		
Cash Payment	G 101-24500 Escrow	21218 Ghia St NE, Escrow Release, Landscaping	\$6,600.00
Invoice	2024-00527	6/12/2024	
Transaction Date	7/24/2025	First Bank & Trust 10100	Total \$6,600.00 ✓



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Payments

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Refer 0 CENTERPOINT				
Cash Payment	E 601-49401-382	Gas Utilities	Gas Svc 5937869-5 Minard Bldg	\$26.80 ✓
Invoice	07 2025-01	7/17/2025		
Cash Payment	E 601-49401-382	Gas Utilities	Gas Svc -9541753-1 Water Plant	\$139.28 ✓
Invoice	07 2025-02	7/16/2025		
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$166.08
Refer 0 CENTURYLINK				
Cash Payment	E 601-49401-321	Telephone	7634347348 691 Minard Bldg	\$138.69
Invoice	07 2025	7/10/2025		
Cash Payment	E 101-42210-321	Telephone	7634131622 946 Sta 1Fire Phone	\$57.21
Invoice	07 2025	7/10/2025		
Cash Payment	E 101-42210-321	Telephone	6514641240 520 CLB Fire Phone	\$88.16
Invoice	07 2025	7/10/2025		
Cash Payment	E 101-41320-321	Telephone	7634130614 154 City Hall Line4	\$151.49
Invoice	07 2025	7/10/2025		
Cash Payment	E 601-49401-321	Telephone	7634341700 895 Water Plant	\$149.82
Invoice	07 2025	7/10/2025		
Cash Payment	E 601-49401-321	Telephone	7634136876 894 Water Plant	\$152.21
Invoice	07 2025	7/10/2025		
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$737.58 ✓
Refer 0 CINTAS CORPORATION				
Cash Payment	E 101-43220-403	Bldgs/Facilities Repair/M Rugs/Mats		\$9.08
Invoice	4236902409	7/15/2025		
Cash Payment	E 101-43201-214	Clothing & Personal Equ Uniforms/Parks		\$33.31
Invoice	4236902409	7/15/2025		
Cash Payment	E 101-43220-214	Clothing & Personal Equ Uniforms/Streets		\$33.31
Invoice	4236902409	7/15/2025		
Cash Payment	E 101-43220-403	Bldgs/Facilities Repair/M Rugs/Mats		\$9.08
Invoice	4237627924	7/22/2025		
Cash Payment	E 101-43201-214	Clothing & Personal Equ Uniforms/Parks		\$33.31
Invoice	4237627924	7/22/2025		
Cash Payment	E 101-43220-214	Clothing & Personal Equ Uniforms/Streets		\$33.31
Invoice	4237627924	7/22/2025		
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$151.40 ✓
Refer 0 CIVICPLUS				
Cash Payment	E 232-23200-307	Professional Services F	Annual Renewal: Maintenance, Support, Certificate & Redesign	\$11,848.58
Invoice	342632	9/1/2025		
Transaction Date	7/23/2025	First Bank & Trust	10100	Total \$11,848.58 ✓
Refer 0 Classic Construction				
Cash Payment	E 406-40600-404	Street Maint Services	Replacement of failed culvert on Jackson St NE	\$61,350.00
Invoice	29712	7/22/2025		
Transaction Date	7/23/2025	First Bank & Trust	10100	Total \$61,350.00 ✓
Refer 0 Connexus Energy				
Cash Payment	E 101-42210-381	Electric Utilities	401974-222524 Fire Sta Str Lgt	\$8.00
Invoice	07 2025	7/21/2025		



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Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-222621	22/65 St Lght	\$12.04
		7/21/2025			
Cash Payment Invoice 07 2025	E 601-49401-381	Electric Utilities	401974-230019	Minard Bldg Util	\$275.84
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-41940-381	Electric Utilities	401974-230319	City Hall	\$1,193.56
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43201-381	Electric Utilities	401974-230320	Booster E, Light	\$30.10
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43201-381	Electric Utilities	401974-230397	CLB Park	\$36.28
		7/21/2025			
Cash Payment Invoice 07 2025	E 226-43235-381	Electric Utilities	401974-230522	Recycle Ctr	\$68.07
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-41940-381	Electric Utilities	401974-230643	Comm Sign	\$156.14
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-246698	Coopers Signal	\$111.94
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-246934	Sims/Cooper Ligh	\$92.76
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43201-381	Electric Utilities	401974-261384	Booster West	\$301.57
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-42210-381	Electric Utilities	401974-264419	CLB Fire Sta	\$48.88
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-272473	Maint Utilities	\$481.18
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-42210-381	Electric Utilities	401974-272473	Fire Sta 2	\$120.29
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43201-381	Electric Utilities	401974-275286	Booster E.Warmin	\$20.31
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-279400	Whisp Asp Str Lg	\$111.02
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-286312	Siren1, 187th Ln	\$5.40
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-286343	Siren 6, EBB	\$5.40
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-286345	Siren 8,Polk St	\$5.40
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-286347	Siren 9, 209th	\$5.40
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-286348	Siren 10 Buchana	\$5.40
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-286349	Siren 11, 241st	\$5.40
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-286350	Siren 5, Kissel	\$5.40
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-286353	Siren 15,Durant	\$5.40
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-287542	Siren 2,185th LN	\$5.40
		7/21/2025			
Cash Payment Invoice 07 2025	E 101-43220-381	Electric Utilities	401974-287543	Siren 3, Viking	\$5.40
		7/21/2025			



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Cash Payment	E 101-43220-381	Electric Utilities	401974-287544	Siren 4 Wild Ric	\$5.40
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-43220-381	Electric Utilities	401974-287545	Siren 7,Klondike	\$5.40
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-43220-381	Electric Utilities	401974-287546	Siren 13 EBB	\$5.40
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-43220-381	Electric Utilities	401974-287547	Siren 14 212th	\$5.40
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-42210-381	Electric Utilities	401974-288966	Fire Station	\$749.31
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-43220-381	Electric Utilities	401974-291146	Street Lights	\$577.87
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-43201-381	Electric Utilities	401974-293644	JA Warm House	\$76.91
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-43201-381	Electric Utilities	401974-301095	HH Park Irrigati	\$27.90
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-43201-381	Electric Utilities	401974-301101	Whisp Oaks Well	\$23.69
Invoice 07 2025		7/21/2025			
Cash Payment	E 601-49401-381	Electric Utilities	401974-301384	Well #2	\$199.34
Invoice 07 2025		7/21/2025			
Cash Payment	E 601-49401-381	Electric Utilities	401974-302975	Water TrtmtPlant	\$1,307.28
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-43220-381	Electric Utilities	401974-303718	65/221st Light	\$79.82
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-41940-381	Electric Utilities	401974-303831	City Hall Sign	\$19.66
Invoice 07 2025		7/21/2025			
Cash Payment	E 602-49451-381	Electric Utilities	401974-304178	Lift Station #2	\$324.43
Invoice 07 2025		7/21/2025			
Cash Payment	E 602-49451-381	Electric Utilities	401974-305488	Lift Station #1	\$102.54
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-43220-381	Electric Utilities	401974-312639	19463 Hwy 65 RCI	\$34.07
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-43220-381	Electric Utilities	401974-312640	19135 Hwy 65 RCI	\$34.98
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-43220-381	Electric Utilities	401974-312641	19300 Hwy 65 RCI	\$41.21
Invoice 07 2025		7/21/2025			
Cash Payment	E 101-43220-381	Electric Utilities	401974-312642	19275 Hwy 65 RCI	\$43.94
Invoice 07 2025		7/21/2025			
Cash Payment	E 615-49851-381	Electric Utilities	437768-230360	Arena Utilities	\$657.15
Invoice 07 2025		7/21/2025			
Transaction Date	7/23/2025		First Bank & Trust	10100	Total \$7,443.68 ✓
Refer	0 DEARBORN GROUP				
Cash Payment	G 101-21716	Disability/Life Insurance		Life/Dis. Insurance Premium	\$2,077.08
Invoice 08 2025		7/18/2025			
Transaction Date	7/22/2025		First Bank & Trust	10100	Total \$2,077.08 ✓
Refer	0 Delta Dental				
Cash Payment	G 101-21707	Dental Insurance		Dental Premiums	\$692.61
Invoice CNS001901242		8/1/2025			



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Cash Payment	G 101-21722 COBRA (Pierce)	Dental Premiums		\$52.06
Invoice	CNS001901242 8/1/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$744.67 ✓
Refer	0 EB PROPERTIES LLC			
Cash Payment	E 436-43600-307 Professional Services F	TIF 1-2 Revenue Note Payment-Phase I		\$53,862.08
Invoice	08 2025-1 7/3/2025			
Cash Payment	E 436-43600-307 Professional Services F	TIF Revenue Note Payment-Phase II		\$53,862.08
Invoice	08 2025-2 7/3/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$107,724.16 ✓
Refer	0 ECKBERG LAMMERS			
Cash Payment	E 101-41610-303 Legal Fees	Meetings		\$840.00
Invoice	46955 6/30/2025			
Cash Payment	E 101-41610-303 Legal Fees	Zoning Enforcement		\$2,775.00
Invoice	46955 6/30/2025			
Cash Payment	G 101-24500 Escrow	Elevage PUD		\$675.00
Invoice	46955 6/30/2025			
Cash Payment	E 101-41610-303 Legal Fees	General Municipal		\$4,250.00
Invoice	46955 6/30/2025			
Cash Payment	E 101-41610-303 Legal Fees	Continental Communities(Cedar Estates)		\$1,087.50
Invoice	46955 6/30/2025			
Cash Payment	G 101-24500 Escrow	Viking Meadows Redevelopment		\$250.00
Invoice	46955 6/30/2025			
Cash Payment	E 101-41610-303 Legal Fees	Wispering Aspen Redevelopment		\$400.00
Invoice	46955 6/30/2025			
Cash Payment	E 232-23200-307 Professional Services F	1347 Sims Rd NE(Mickelson)		\$2,444.00
Invoice	46955 6/30/2025			
Cash Payment	G 101-24500 Escrow	Hidden Prairie Development		\$275.00
Invoice	46955 6/30/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$12,996.50 ✓
Refer	0 EHLERS			
Cash Payment	E 436-43600-307 Professional Services F	Review of Parcel Info & Prepare 1st Half Pymt Schedules		\$162.50
Invoice	101972 7/11/2025			
Cash Payment	E 437-43700-307 Professional Services F	Review of Parcel Info & Prepare 1st Half Pymt Schedules		\$162.50
Invoice	101972 7/11/2025			
Cash Payment	E 438-43800-307 Professional Services F	Review of Parcel Info & Prepare 1st Half Pymt Schedules		\$162.50
Invoice	101972 7/11/2025			
Cash Payment	E 439-43900-307 Professional Services F	Review of Parcel Info & Prepare 1st Half Pymt Schedules		\$162.50
Invoice	101972 7/11/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$650.00 ✓
Refer	0 FAIRFIELD, CHERYL			
Cash Payment	G 101-24500 Escrow	708 Viking Blvd NE, Septic Escrow Release		\$5,261.25
Invoice	20250717 7/17/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$5,261.25 ✓
Refer	0 Federated Co-ops			



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Cash Payment	E 101-43201-225	Park/Landscaping Materi	Earth Carpet Tuff Stuff		\$152.99
Invoice	1548446-030	6/16/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total	\$152.99 ✓
Refer	0 FERGUSON WATERWORKS #2518				
Cash Payment	E 601-49401-227	Utility Maint Supplies	Residential Water Meters & Couplings-24 count		\$5,181.74
Invoice	0550936	7/9/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total	\$5,181.74 ✓
Refer	0 FES, INC				
Cash Payment	E 101-42210-214	Clothing & Personal Equ	LTC hanging Name Panel, A.Howe		\$112.99
Invoice	21581	7/15/2025			
Transaction Date	7/23/2025	First Bank & Trust	10100	Total	\$112.99 ✓
Refer	0 FIRST STUDENT				
Cash Payment	E 101-41110-107	Commissions and Board	Park Commission Tour		\$349.20
Invoice	584605	6/3/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total	\$349.20 ✓
Refer	0 FLEET PRIDE				
Cash Payment	E 101-43220-221	Motor Vehicles Parts	Truck #49, Cabin & Oval Air Element		\$40.41
Invoice	126948720	7/2/2025			
Cash Payment	E 101-43220-221	Motor Vehicles Parts	Truck #43, 97DB Bolted Alarm		\$55.98
Invoice	127085447	7/9/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total	\$96.39 ✓
Refer	0 GRAINGER				
Cash Payment	E 101-43201-211	Cleaning Supplies	Trash Bags		\$132.88
Invoice	9571142398	7/14/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total	\$132.88 ✓
Refer	0 GRAPHICS GUYS				
Cash Payment	E 101-43220-221	Motor Vehicles Parts	Truck #37 & #43, Unit # Decals		\$15.00
Invoice	14190	7/10/2025			
Cash Payment	E 101-42410-221	Motor Vehicles Parts	Bldg Dept Trucks 9 & 10, Caution Decals		\$70.00
Invoice	14191	7/10/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total	\$85.00 ✓
Refer	0 GUTZMANN, RYAN				
Cash Payment	G 101-24500	Escrow	21245 Ghia St NE, Escrow Release, Landscaping		\$6,600.00
Invoice	2024-00933	8/27/2025			
Transaction Date	7/24/2025	First Bank & Trust	10100	Total	\$6,600.00 ✓
Refer	0 Hakanson Anderson Assoc.,				
Cash Payment	G 101-24500	Escrow	Viking Meadows-Phase I		\$16,162.00 ✓
Invoice	55436	7/23/2025			
Cash Payment	G 101-24500	Escrow	Elevage Development		\$2,137.75 ✓
Invoice	55437	7/23/2025			
Cash Payment	E 406-40600-302	Architect/Engineering Fe	2025 Street Improvement Project		\$4,116.50 ✓
Invoice	55438	7/23/2025			
Cash Payment	E 101-43110-302	Architect/Engineering Fe	Gen. Engineering, Meetings		\$447.00 ✓
Invoice	55439	7/23/2025			



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Transaction Date	7/24/2025	First Bank & Trust	10100	Total	\$22,863.25 ✓
Refer	0 HALVARSON, BRYAN				
Cash Payment	G 101-24500 Escrow	1055 229th Ave NE, Septic Escrow Release		\$12,433.25	
Invoice	20250715	7/15/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total	\$12,433.25 ✓
Refer	0 Hawkins, Inc				
Cash Payment	E 601-49401-216 Chemicals and Chem Pr	Azone 15-EPA Reg.No. 7870-5		\$1,218.04	
Invoice	7129388	7/11/2025			
Cash Payment	E 601-49401-216 Chemicals and Chem Pr	Cylinder Demurrage		\$100.00	
Invoice	7132213	7/15/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total	\$1,318.04 ✓
Refer	0 Hoffman Bros. Sod, Inc				
Cash Payment	E 101-43201-225 Park/Landscaping Materi	Shredded Bark Mulch-Bark		\$198.00	
Invoice	030196	7/16/2025			
Cash Payment	E 101-43201-225 Park/Landscaping Materi	Shredded Bark Mulch-Bark		\$198.00	
Invoice	030207	7/17/2025			
Cash Payment	E 101-43201-225 Park/Landscaping Materi	Shredded Bark Mulch-Bark		\$198.00	
Invoice	030169	7/11/2025			
Cash Payment	E 101-43220-224 Street Maint Materials	Double Sided Straw Blanket		\$141.00	
Invoice	030185	7/14/2025			
Transaction Date	7/23/2025	First Bank & Trust	10100	Total	\$735.00 ✓
Refer	0 INNOVATIVE OFFICE SOLUTIONS				
Cash Payment	E 101-41320-201 Office Supplies	Staples, paper		\$53.03	
Invoice	IN4877988	7/10/2025			
Cash Payment	E 101-42210-201 Office Supplies	Highlighters & Report Covers		\$18.35	
Invoice	IN4877988	7/10/2025			
Transaction Date	7/22/2025	First Bank & Trust	10100	Total	\$71.38 ✓
Refer	0 LANDFORM				
Cash Payment	E 101-41910-307 Professional Services F	ZOA-Barndominiums		\$90.50	
Invoice	36919	7/8/2025			
Cash Payment	G 101-24500 Escrow	D&D Contracting SP CUP VAR		\$226.25	
Invoice	36919	7/8/2025			
Cash Payment	G 101-24500 Escrow	Cliff Anderson Acres Concept		\$90.50	
Invoice	36919	7/8/2025			
Cash Payment	G 101-24500 Escrow	Underdahl Variance		\$90.50	
Invoice	36919	7/8/2025			
Cash Payment	G 101-24500 Escrow	Hidden Prairie		\$226.25	
Invoice	36919	7/8/2025			
Cash Payment	E 101-41910-307 Professional Services F	144 Laurel Rd NE VAR		\$90.50	
Invoice	36919	7/8/2025			
Cash Payment	G 101-24500 Escrow	239 Aspen Rd NE, VAR		\$90.50	
Invoice	36919	7/8/2025			
Cash Payment	G 101-24500 Escrow	Site Plan - Saenger		\$135.75	
Invoice	36919	7/8/2025			
Cash Payment	G 101-24500 Escrow	Elevage-Sign Variance		\$181.00	
Invoice	36919	7/8/2025			



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Cash Payment	G 101-24500 Escrow	Cliff Anderson Acres Concept		\$45.25
Invoice	36919	7/8/2025		
Cash Payment	E 101-41910-307 Professional Services F	City Business		\$1,583.75
Invoice	36919	7/8/2025		
Cash Payment	E 101-41910-307 Professional Services F	City Meetings		\$1,086.00
Invoice	36919	7/8/2025		
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$3,936.75 ✓
Refer	0 LANO			
Cash Payment	E 226-43235-223 Bldg/Facility Repair Sup	Recycling Center Bobcat; M/F Couplers		\$117.48
Invoice	02-1167547	7/11/2025		
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$117.48 ✓
Refer	0 Lashinski Septic Service			
Cash Payment	G 101-24500 Escrow	1055 229th Ave NE, Septic Pymt From Escrow		\$18,798.00
Invoice	2931071125	7/11/2025		
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$18,798.00 ✓
Refer	0 MACQUEEN			
Cash Payment	E 101-42210-402 Repairs/Maint Machinery	SCBA Flow Test, Shop Supplies		\$2,975.00
Invoice	P51726	7/11/2025		
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$2,975.00 ✓
Refer	0 MAHR, MITCHELL			
Cash Payment	G 101-24500 Escrow	4575 Viking Blvd NE, Escrow Release Driveway		\$5,200.00
Invoice	2024-00909-1	8/20/2024		
Transaction Date	7/22/2025	First Bank & Trust	10100	Total \$5,200.00 ✓
Refer	0 Medica			
Cash Payment	G 101-21706 Medical Insurance	Medical Premium		\$11,335.47
Invoice	265866563265	7/12/2025		
Transaction Date	7/23/2025	First Bank & Trust	10100	Total \$11,335.47 ✓
Refer	0 MENARDS CAMBRIDGE			
Cash Payment	E 601-49401-223 Bldg/Facility Repair Sup	Sump Pump, Studded T Post		\$319.74
Invoice	37451	7/18/2025		
Transaction Date	7/23/2025	First Bank & Trust	10100	Total \$319.74 ✓
Refer	0 MENARDS FOREST LAKE			
Cash Payment	E 226-43235-223 Bldg/Facility Repair Sup	4" Casters		\$91.92
Invoice	61294	7/11/2025		
Transaction Date	7/23/2025	First Bank & Trust	10100	Total \$91.92 ✓
Refer	0 METRO PRODUCTS, LLC			
Cash Payment	E 101-43220-215 Shop Supplies	Coil Snapper Pin, Swivel, Stringer Bead		\$443.25
Invoice	187144	7/8/2025		
Cash Payment	E 101-43220-215 Shop Supplies	Shop Supplies: Hex Nuts, Lockwashers, TY Wraps, Union Tees		\$511.59
Invoice	187091	7/7/2025		
Transaction Date	7/23/2025	First Bank & Trust	10100	Total \$954.84 ✓
Refer	0 MN DEPT OF EMPLOYMENT AND E			
Cash Payment	E 101-42210-141 Unemploy Benefit Paym	Unemployment Benefits		\$11,770.93
Invoice	Q2 2025	7/8/2025		



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Transaction Date	7/22/2025	First Bank & Trust	10100	Total	\$11,770.93 ✓
Refer	0 MN EQUIPMENT				
Cash Payment	E 101-43201-229	Equipment Parts	Eyebolt, Nut		\$24.93
Invoice	P45002	7/14/2025			
Transaction Date	7/23/2025	First Bank & Trust	10100	Total	\$24.93 ✓
Refer	0 MN PUBLIC EMPLOYEES ASSN				
Cash Payment	G 101-21719	Union Dues	Union Dues		\$351.00
Invoice	07 2025	7/15/2025			
Transaction Date	7/23/2025	First Bank & Trust	10100	Total	\$351.00 ✓
Refer	0 NCPERS GROUP LIFE INS				
Cash Payment	G 101-21708	Life Insurance - PERA	436200 -PERA Life Ins Premiums		\$64.00
Invoice	436200082025	7/11/2025			
Transaction Date	7/23/2025	First Bank & Trust	10100	Total	\$64.00 ✓
Refer	0 NORTH COUNTRY GM				
Cash Payment	E 701-43220-550	Motor Vehicles	2025 Chevy Silverado 3500 Cab & Chassis		\$45,223.00
Invoice	EASTBETHEL25-10	7/10/2025			
Transaction Date	7/23/2025	First Bank & Trust	10100	Total	\$45,223.00 ✓
Refer	0 O REILLY				
Cash Payment	E 101-43220-221	Motor Vehicles Parts	Truck #43, Hydro-Boost		\$294.78 ✓
Invoice	1539-358707	7/11/2025			
Cash Payment	E 101-43220-221	Motor Vehicles Parts	16oz Detailer		\$10.49 ✓
Invoice	1539-360564	7/18/2025			
Cash Payment	E 101-43220-221	Motor Vehicles Parts	Credit: Truck #43; Core Return		-\$50.00 ✓
Invoice	1539-361467	7/22/2025			
Cash Payment	E 101-43220-229	Equipment Parts	Shop Supplies, Spark Plug		\$13.86 ✓
Invoice	1539-356712	7/2/2025			
Transaction Date	7/23/2025	First Bank & Trust	10100	Total	\$269.13 ✓
Refer	0 PREMIUM WATERS, INC.				
Cash Payment	E 101-41940-403	Bldgs/Facilities Repair/M	City Hall Water Service		\$33.39 ✓
Invoice	310870729	6/26/2025			
Cash Payment	E 101-41940-403	Bldgs/Facilities Repair/M	City Hall Water Service		\$8.76 ✓
Invoice	310879588	6/30/2025			
Cash Payment	E 101-43220-403	Bldgs/Facilities Repair/M	Street Maint Water Service		\$38.16 ✓
Invoice	310870731	6/26/2025			
Cash Payment	E 101-43220-403	Bldgs/Facilities Repair/M	Street Maint Water Service		\$4.38 ✓
Invoice	310879589	6/30/2025			
Transaction Date	7/23/2025	First Bank & Trust	10100	Total	\$84.69 ✓
Refer	0 S & S Industrial Supply				
Cash Payment	E 101-43220-219	General Operating Suppl	Shop Supplies; Clevis Pin		\$5.11
Invoice	343781	7/14/2025			
Transaction Date	7/23/2025	First Bank & Trust	10100	Total	\$5.11 ✓
Refer	0 SCSU WELCOME CENTER				
Cash Payment	E 101-41320-434	Conferences/Meetings	MCAA2025.01/217885-9378		\$325.00
Invoice	217885-9378	7/10/2025			
Transaction Date	7/23/2025	First Bank & Trust	10100	Total	\$325.00 ✓



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Refer 0 SITEONE LANDSCAPE SUPPLY			
Cash Payment	E 101-43220-224 Street Maint Materials	Grass Seed, Double Sided Straw Poly Net	\$446.01
Invoice	156022307-001 7/14/2025		
Transaction Date	7/23/2025	First Bank & Trust 10100	Total \$446.01 ✓
Refer 0 SMITHS SEPTIC & EXCAVATING LL			
Cash Payment	G 101-24500 Escrow	708 Viking Blvd NE, Septic Escrow Payment	\$21,045.00
Invoice	2788 7/13/2025		
Transaction Date	7/23/2025	First Bank & Trust 10100	Total \$21,045.00 ✓
Refer 0 SPEEDWAY #4758			
Cash Payment	E 101-42210-212 Motor Fuels	Fuel	\$11.14
Invoice	353955 7/14/2025		
Transaction Date	7/23/2025	First Bank & Trust 10100	Total \$11.14 ✓
Refer 0 TH CONSTRUCTION			
Cash Payment	G 101-24500 Escrow	21106 Tippecane St NE, Escrow Release Driveway	\$5,200.00
Invoice	2024-00958 9/6/2024		
Cash Payment	G 101-24500 Escrow	21260 Tippecanoe St NE, Escrow Release Landscape	\$6,600.00
Invoice	2024-00899-1 8/19/2024		
Cash Payment	G 101-24500 Escrow	21106 Tippecane St NE, Escrow Release Landscape	\$6,600.00
Invoice	2024-00958 9/6/2024		
Transaction Date	7/22/2025	First Bank & Trust 10100	Total \$18,400.00 ✓
Refer 0 TITAN ENERGY SYSTEMS			
Cash Payment	E 101-42210-403 Bldgs/Facilities Repair/M	Fire: Load Tested Battery Check	\$482.50
Invoice	250708-015 7/10/2025		
Transaction Date	7/23/2025	First Bank & Trust 10100	Total \$482.50 ✓
Refer 0 TRUST IN US, LLC			
Cash Payment	E 101-43201-306 Personnel/Labor Relatio	Drug Testing	\$60.00
Invoice	104616 7/17/2025		
Transaction Date	7/23/2025	First Bank & Trust 10100	Total \$60.00 ✓
Refer 0 VIKING PRESERVE, LLC			
Cash Payment	E 437-43700-307 Professional Services F	TIF 1-3 Revenue Note Payment	\$45,546.10
Invoice	20250801 7/3/2025		
Transaction Date	7/23/2025	First Bank & Trust 10100	Total \$45,546.10 ✓
Refer 0 WINNICK SUPPLY			
Cash Payment	E 226-43235-223 Bldg/Facility Repair Sup	Weld hinge, Steel Angle, Rolled Flat Steel	\$145.11
Invoice	075284 7/11/2025		
Cash Payment	E 226-43235-223 Bldg/Facility Repair Sup	Steel Angles, Rolled Flat Steel	\$93.67
Invoice	075659 7/16/2025		
Transaction Date	7/23/2025	First Bank & Trust 10100	Total \$238.78 ✓
Refer 0 Xcel Energy			
Cash Payment	E 101-43220-382 Gas Utilities	Public Works - 302649546	\$13.87
Invoice	936494187 7/18/2025		
Cash Payment	E 615-49851-382 Gas Utilities	Arena - 302932849	\$80.29
Invoice	936494187 7/18/2025		



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Cash Payment	E 101-41940-382	Gas Utilities	City Hall - 303326561	\$28.21
Invoice	936494187	7/18/2025		
Cash Payment	E 101-42210-382	Gas Utilities	Fire 303657700,951967,649546	\$72.77
Invoice	936494187	7/18/2025		
Cash Payment	E 226-43235-382	Gas Utilities	Recycling Ctr - 303996961	\$20.93
Invoice	936494187	7/18/2025		
Transaction Date	7/23/2025		First Bank & Trust 10100	Total \$216.07 ✓

Refer 0 Ziegler Inc.

Cash Payment	E 101-43220-402	Repairs/Maint Machinery	Repair Air Compressor	\$1,254.46
Invoice	SI000664927	7/2/2025		
Transaction Date	7/23/2025		First Bank & Trust 10100	Total \$1,254.46 ✓

Fund Summary

	10100 First Bank & Trust
101 General	\$179,636.43
226 Recycling	\$537.18
232 EDA	\$14,292.58
406 Street Capital - City	\$65,466.50
436 TIF District 1-2	\$107,886.66
437 TIF District 1-3	\$45,708.60
438 TIF District 1-4	\$52,469.28
439 TIF District 1-5	\$25,652.68
601 Water	\$9,208.78
602 Sewer	\$426.97
615 Arena	\$812.44
701 Equipment Replacement	\$48,440.43
	<u>\$550,538.53</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$550,538.53
Total	\$550,538.53

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 stated I just have a couple of items, I’d like to call attention to Suzanne Erkel’s**
38 **continuation of using her second term as a council on the reputation on the City of East Bethel. I can**
39 **attest to the damage and stress the rhetoric causes to families of tragic circumstances. People would**
40 **say that the Hortmans were public figures so it should be expected; while Suzanne will get a pass**
41 **once again for her antics by council members both present and past, who have called past and**

1 present commission members names in this very chamber. Unprofessional and abhorrent behavior.
2 You know who doesn't get a pass for this? The parents, the kids, the extended family members, as
3 well as the friends and neighbors. You should be ashamed of yourself. Instead, as precedent from
4 your first term suggests, you will be caught playing a victim.

5 Lashinski continued: Number two, councilperson Miller has referenced or alluded to polling of half,
6 or more than half, of East Bethel citizens not knowing what is going on. Are we talking approximately
7 5500 residents? Are we talking about approximately 1000 registered voters? I can't find a poll
8 anywhere, where the original contract is, where are the minutes of the meetings where this is
9 discussed. This is looking more and more like intimidation of citizens and businesses. Where are the
10 facts? Thank you councilperson Mundle, who by the way, was not part of the original contract or
11 negotiating; thank you for your continued professionalism and what must be trying times. That's it.

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

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

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

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

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

26 **6.0 Consent Agenda**

27 Item A: Approve Bills

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

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

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

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

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

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

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

35 Mundle requested to pull Item H.

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

39 **6.0 H Accept Recommendation to Appoint Kristina Pagnac to the Planning Commission**

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

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

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

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

6 Mundle asked if Mr. Holmes would like to respond.

7 Eldon Holmes stated that as for Mr. Smith, I don't know what his problem is, he's always been against
8 me for some reason. He said last time at this meeting, that there was numerous reasons why. Well, I
9 would like to know what the numerous reasons why, you don't have the numerous reasons why. And
10 as far as Mr... Excuse me I have the floor. (Mayor interjects "lets be respectful"). As far as Mr. Miller,
11 he tells me that people that are going for the planning and zoning have better credentials than I do.
12 None of them have been on the commission at all, and I've been on it for 14 years, so he's lying to
13 me.

14 Miller: Point of order, I'd like to make a point here.

15 Holmes: I have the floor, excuse me.

16 Miller: I can make-

17 Holmes: According to Roberts Rules of order, I have the floor until I release it, read the Roberts rules
18 of order.

19 Miller: This I not a public forum

20 Holmes: I didn't say it was.

21 Mayor: We are going to be respectful or this is gonna be cut off.

22 Holmes: I'm trying to be respectful, but they keep interrupting me.

23 Mayor: Be respectful, or it's going to be cut off.

24 Holmes: Now the people on planning and zoning have given me a unanimous decision to go back on
25 the board. I've been on the board for 14+ years, I sat as chairman for a few times, and yet you guys
26 for some reason just don't want it, because it might jeopardize what you are saying or doing or
27 whatever. I'm sick of it. The residents of East Bethel deserve a lot better than what you guys are
28 putting out. This is ridiculous and if it wasn't for the three here, I'd be on the planning and zoning a
29 long time ago. It's always something, I just don't know what I did, and if you can tell me just what the
30 heck I did besides one simple little email or whatever it was, that's really got you upset Mr. Smith,
31 bring it out now or zip it as far as I am concerned. Thank you for your attention.

32 **Smith stated I'll make a motion to approve the appointment of Kristina Pagnac to the Planning**
33 **Commission. Erkel stated I'll second.** Anderson asked any discussion? To the motion, all in favor say
34 aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

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

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

40 **7.0 New Business. Commission, Association, and Task Force Reports**

1 **7.0 A Planning Commission**

2 None.

3 **7.0 B Economic Development Authority**

4 None.

5 **7.0 C Park Commission**

6 None.

7 **8.0 Department Reports**

8 **8.0 A Community Development**

9 **8.0 A.1 Site Plan Review: Detached Accessory Structure on Vacant Lot**

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

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

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

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

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

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

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

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

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

32 **8.0 B Engineer Report**

33 None.

34 **8.0 C City Attorney**

35 None.

36 **8.0 D Finance**

37 None.

38 **8.0 E Public Works**

39 None.

40

1 **8.0 F Fire Department**

2 None.

3 **8.0 G City Administrator Report**

4 None.

5 **9.0 – Other Items**

6 **9.0 A Staff Report**

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

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

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

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

16 **9.0 B Council Reports**

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

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

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

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

24 **9.0 C Other**

25 None.

26 **10.0 Adjourn**

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

29 Meeting adjourned at 8:10 p.m.

30 Submitted by:

31 Lilian Rokosz

32 *TimeSaver Off Site Secretarial, Inc.*

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL WORK MEETING

July 14, 2025

The East Bethel City Council met on July 14, 2025, at 5:30 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
Mike Jeziorski, Deputy City Administrator/Finance Director

1.0 – Call to Order

The July 14, 2025, City Council Work meeting was called to order by Mayor Anderson at 6:00 p.m.

2.0 – Adopt Agenda

Mundle stated I'll make a motion to adopt tonight's agenda. Smith 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.

3.0 – 2026 Proposed Budget

Jeziorski stated that, based on inputs from the City Council, Department Heads, and the Union Contract, the budget model and budget book were prepared for the City Council to review at tonight's meeting. The proposed 2026 general fund expenditure budget is projected to increase by 7% or \$479,400.

Jeziorski stated that the 2026 budget model currently reflects the following expenditure inputs, which are the primary drivers of the overall increase. The MN Public Employees Association labor agreement was approved at the June 9th, 2025, City Council meeting. The labor agreement included employee wage adjustments of 8% for 2026 and an increase to the cafeteria contributions for City employees of \$25 per month. The MN Public Employees Association represents 9 of the 22 proposed full-time City Staff.

Jeziorski noted that the proposed increases for contracted services are as follows: Law Enforcement Contract - \$110,000, the City Attorney Contract - \$10,000, the Metro-INET JPA - \$13,000, the Audit Contract - \$2,000, and Elections - \$21,000.

Jeziorski noted that the proposed increases for transfers are as follows: Equipment Replacement Fund - \$22,000, Street Capital Fund - \$50,000, and Park Capital Fund - \$10,000.

Smith asked what the normal costs for elections are. Anderson stated that the last election was \$16,000.

Jeziorski noted that the proposed increases for Other are as follows: MN Paid Leave Program - \$24,000, and Civic Plus Module Implementation \$40,000.

Jeziorski stated that this expenditure increase would then result in a corresponding levy increase (general tax levy and debt service levy) of 3.8% or \$246,100 in order to balance the 2026 budget.

Erkel asked if the contracts that they signed included the monies that are increasing, or if they are an additional increase. Jeziorski stated that they are different for each contract.

1 Lieutenant Derek Peters presented the 2026 Law Enforcement Contract and noted that deputies
2 were awarded a new contract, which included a 5% wage increase. Peters noted that their total cost
3 for personnel comes out to \$1,325,113.00.

4 Peters stated that for vehicles, the City pays for 2 cars. They have a 24-hour car and a power car that
5 runs 12 hours per day. The 24-hour car gets replaced every other year, and the power car gets
6 replaced every third year. Peters stated that \$52,500 is the total cost for vehicle maintenance.

7 Peters stated that Emergency Communication and Equipment fees come out to \$36,718. Erkel asked
8 how often the radios get replaced. Peters stated that it depends on how much they are used.

9 Erkel asked if the \$3,000 in funds is not used, does the City still pay. Peters asks that the City still pay
10 for them so that they do not have to charge the City later or back bill.

11 Peters noted the costs for insurance on the cars, phones, administrative costs, APS leads system,
12 administrative clerical substation computer line charges, and County IT charge, all listed in the 2026
13 Law Enforcement Contract.

14 Erkel asked if they would reimburse the County for what the City pays them. Peters stated that he is
15 not aware of that.

16 Chief Deputy Bill Jacobson stated that every City in Anoka County includes county-level costs for the
17 Sheriff's office, like the 911 center, justice services division, jail division, SWAT team, reserve unit, and
18 other specialty units. Jacobson stated that there are also services at the Police level for each city.

19 Miller asked where the 7.6 deputies come from, with 168 hours of full-time work on the 24-hour car
20 and 84 for the 12-hour car. Commander Lenzmeier stated that the 7.6 represents additional relief
21 cars built in to accommodate sick leave, vacations, etc.

22 Fire Chief Cielocha stated that the budget is going up about 7%, largely due to wage increases and
23 adding numerous personnel. Fire Chief Cielocha highlighted line items such as replacing small tools,
24 emergency management training, and preparing the EOP.

25 Erkel asked about the Fire Pension Contribution and why there is an increase. Jeziorski stated that as
26 the number of paid on-call firefighters increases, that number will also increase.

27 Erkel asked about the \$20,000 increase for the clothing and personal equipment. Fire Chief Cielocha
28 stated that from the quote they received, it will cost \$3,200 per coat and pant set, not including
29 helmet, boots, gloves, and hoods.

30 Erkel asked why there is a \$10,000 increase for conference meetings. Fire Chief Cielocha stated that it
31 is the training aspect, making sure personnel are educated. Fire Chief Cielocha noted that some of
32 those funds will be reimbursed from the MBFTE.

33 Mundle asked how many firefighters the City has and asked if they have a target goal for recruitment.
34 Fire Chief Cielocha stated they currently have 28, and the budget takes into account a goal of 40.

35 Fire Chief Cielocha stated they are working on reducing the number of calls they go to, which will
36 impact the final line item.

37 Public Works Manager Ayshford stated that the main changes are the wages portion. Ayshford
38 highlighted the park maintenance budget, the street maintenance budget, recycling operations,
39 water and sewer expenditures, sewer budget, ice arena fund, and equipment replacement funds.

1 Smith asked if all the funds in the motor fuels budget will be used by the end of the year. Ayshford
2 stated that they did not have to plow much this winter, so not all the funds were used and will go
3 back into the General Fund.

4 Erkel asked why they are budgeting \$24,000, not \$17,000-18,000, that was spent in 2024. Ayshford
5 noted that they budget a little high, so they do not have to search for money if storms come through.
6 Erkel stated that all these things are raising up the levy.

7 Erkel asked if, when roads are being resurfaced, the costs are going down since the prices of oil are
8 going down. Ayshford stated that most of those projects come out of the Street Capital Fund, not the
9 Street Maintenance budget.

10 Smith asked about the salt, the depth of snow, and when they plow. Ayshford stated that on any road
11 40 MPH and above, they plow anytime there is snow coverage for safety.

12 Jeziorski stated that all activity relating to recycling is covered through the grant and reimbursed by
13 Anoka County.

14 Jeziorski stated that the debt fund transfer is one way they can keep the levy increase to about 3%.

15 Jeziorski noted that all the hook-up charges over the past 10 years have been accumulated in the
16 water fund and will be used to pay the debt service fund.

17 Erkel asked about the base charge for the mobile park. Jeziorski stated that it is for the whole park.

18 Erkel asked about the increase in professional services. Jeziorski stated that as customers have been
19 added to the system and the flow is increasing, the Met Council is charging them more to treat the
20 wastewater.

21 Miller asked if the community can get behind and support the hockey team coming in. Ayshford
22 stated that it is a men's junior team coming in, and they will have concessions run by the youth
23 hockey teams and play during some of the primetime hours.

24 Ayshford stated that for 2026, they have a plow truck due for replacement. Erkel asked if they just
25 got a plow truck. Ayshford stated that they just got one delivery that was ordered in 2023.

26 Jeziorski stated that East Bethel has a comprehensive schedule listing for all equipment that needs to
27 be replaced. He noted that there are 3 steps in place to get these equipment needs taken care of.

28 Erkel asked what would happen if they pushed all their 2026 needs back to 2027 to decrease the levy
29 and give them a buffer in the funding. Ayshford stated that the big-ticket items are the plow trucks
30 and fire trucks, but if they push them off, the price can go up year to year.

31 Ayshford stated that all this money has been saved from their planning schedule, so it is sitting in
32 their fund.

33 Mundle stated that he is appreciative of how Ayshford assesses every piece of equipment and sees
34 when replacements and fixes are needed.

35 Jeziorski discussed the general government section of the budget. Jeziorski highlighted the bigger line
36 items, a 15% increase to the City Administration department, budget modules for Civic Plus, and a
37 525% increase for elections.

38 Jeziorski noted that the increase for elections is a bit misleading because it is every-other-year.

39 Erkel asked why elections are costing \$10,000 more than they did in 2024. Jeziorski noted that in
40 2024, there was an issue recruiting election judges, so they are doing research on a good wage

1 increase to retain and recruit election judges. There was also overtime recorded in administration,
2 which is an election expense.

3 Erkel asked why the increase is 15% for City Administration if COLA is over 8%. Jeziorski stated that it
4 also includes the CivicPlus modules.

5 Erkel asked about the \$10,000 increase in Engineering up to \$20,000 when they spent less than
6 \$10,000 in 2023 or 2024. Jeziorski stated that it is based on the actuals of 2023 and 2024, but they
7 have lots of projects in the pipeline that need to be funded through Engineering for this year.

8 Jeziorski noted that the \$6,500 under Civic Events covers the Booster Day fireworks.

9 Jeziorski highlighted the bigger line items on the revenue side of the General Fund.

10 Erkel asked if, when they anticipate building inspection permits and State Aid payments, does it
11 usually come to fruition. Jeziorski stated that the State is facing some deficits, so he cannot predict,
12 but it has come to fruition for them in recent years.

13 Mundle asked if, overall, there is a 3.8% increase. Jeziorski stated that everything taken into account
14 is a proposed 3.8% increase in the levy.

15 Mundle stated that traditionally, they try to stay between a 2-3% increase. Jeziorski presented the
16 levy trends from 2014 when he started with the City.

17 Mundle asked if they did the 3.8% for this next year, would it create an upward trend for future
18 years. Look noted that one of the drivers for the increase this year was the Union negotiation and
19 wages, but they are in a 3-year contract, so they will go down for the next two years to stabilize.

20 Erkel asked if they put off the snowplow purchase for another year, would that bring the levy
21 increase down closer to 3%. Jeziorski stated that it would not affect the levy; they would have to
22 adjust the equipment replacement transfer to decrease the levy increase.

23 Look noted that 15 years on a plow truck is a significant amount of time, and he would defer to
24 Ayshford for their expertise on that decision.

25 Jeziorski discussed the budget levy and timeline; they will consider the preliminary 2026 budget and
26 levy at the September 8, 2025, City Council meeting. At that point, the levy can only be decreased, no
27 longer increased.

28 Miller asked if the \$200,000 general fund transfer to cover the cost of the levy is the maximum
29 amount. Jeziorski stated that completing the audit gives them the starting point for the fund balance,
30 so they estimate what that will be for 2025.

31 Look reminded the Council on how to find details about the 2026 category in the Budget packet.

32 **4.0 – Adjourn**

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

36 Work Meeting adjourned at 6:56 p.m.

37 Submitted by:

38 Lilian Rokosz

39 *TimeSaver Off Site Secretarial, Inc.*

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL MEETING

July 14, 2025

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

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

ALSO PRESENT: Matt Look, City Administrator
Jacob Saufley, City Attorney
Jeff Cielocha, Fire Chief
Nate Ayshford, Public Works Manager
Grace Gerard, City Planner
Carrie Frost, Deputy City Clerk

1.0 Call to Order

The July 14, 2025, City Council meeting was called to order by Mayor Anderson at 7:00 p.m.

2.0 Pledge of Allegiance

The Pledge of Allegiance was recited.

3.0 Adopt Agenda

video hadn't started yet **Mundle stated I'll make a motion to adopt tonight's agenda, including a presentation by Stephanie Dorn regarding Booster Day under Presentations and Public Hearings. Miller 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 Booster Day Presentation

Stephanie Dorn gave a short overview of the schedule of events for the 2025 Booster Day celebration, and thanked the Parade Coordinator for her hard work on assembling this year's parade.

Mundle asked what time the parade begins. Ms. Dorn stated that it begins at 4:00 p.m.

Erkel asked if they were taking any drop-ins for the parade. Ms. Dorn stated that the cars from the car show do not typically participate in the parade, but there is always room for last-minute drop-ins, which can be signed up for on the Booster Day website.

Ms. Dorn highlighted the members of the Booster Day Committee who make Booster Day happen and discussed the Medallion hunt.

Ms. Dorn stated that the pancake breakfast begins at 8:00 a.m. in the Senior Center, the Car Show is from 9-1, and everything else begins at 11:00 a.m.

Informational; no action required.

4.0 B IUP 2021-74 Hearing: 22359 Street NE, Home Occupation

Look stated that 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 Sheriff's office, detailing obstruction of legal process concerning two dogs that were

1 taken by Linwood's Animal Control contractor, Gratitude Farms. Upon review of the IUP conditions,
2 two conditions may have been violated. Under Condition #5, "the Cities designated inspector and all
3 other personnel under the direction and control of the City, whom the inspector believes necessary,
4 must be allowed access for inspection purposes, 12 hours' notice to ensure compliance with all
5 applicable conditions. It was reported that from January 30th to February 4th, a Sheriff's investigator
6 attempted to inspect the animals and was denied, resulting in a warrant issued on February 6th and
7 served on the 7th.

8 Under Condition #9, "All dogs must be confined to the premises". Upon searching the residence on
9 February 7th, the dogs were not on the premises and had been removed and kept somewhere else.
10 The applicant refused to disclose where the dogs were held.

11 Look noted that they are a complaint-based City. This item, however, is not the case, because this
12 deals with an IUP. Look said this will deal with determining if the conditions of the IUP were violated.

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

14 Tammy Gimpl stated that this is about the 12 conditions on the IUP, and she cannot speak on the rest
15 of the district court stuff. Ms. Gimpl asked who filed the district court complaint, and asked why the
16 East Bethel complaint form was not filled out. Look stated that it was he.

17 Ms. Gimpl stated that, regarding condition #5, which may have been violated, concerning inspecting
18 for the IUP, she was never given a 12-hour notice.

19 Ms. Gimpl stated that regarding condition #9, all her dogs are confined to her premises, and they stay
20 there until they are surrendered or until the 5 or 10-day hold is up.

21 Ms. Gimpl stated that when she was involved in the Fire Department, she shadowed some fire
22 inspections and described what process was followed. Ms. Gimpl stated that she does not understand
23 why she was brought here instead of it being dealt with by staff. She asked if all IUP violations are
24 handled in this way.

25 Ms. Gimpl stated that she has had this IUP since 2009, and she has never violated the animal control
26 contractual service IUP. Ms. Gimpl stated that she has proof of everything if it is needed.

27 Ms. Gimpl noted that she served the City in the Fire Department for 17 years, and she was diagnosed
28 with multiple myeloma from serving in the Fire Department. She got brought to the Council and
29 berated and fired; she wants to live her life now and not deal with any of this.

30 A resident discussed the IUP at hand and stated that Gimpl has been boarding for years, which is not
31 permitted in her zoning district.

32 A resident discussed Gimpl's violations in her dog and horse IUPs. She stated that the City is putting
33 trust in Gimpl to have authority over other people's animals when she has not been able to comply
34 with safety standards for her own animals.

35 A resident stated that Gimpl is good at her job, and she can tell just by listening who she would and
36 would not vote for again.

37 Christine Dahlman stated that she is the target of Ms. Gimpl. Ms. Dahlman stated that she has filed
38 multiple complaints for 8 years on non-compliance, but nothing has been done. Ms. Dahlman noted
39 that she takes dogs from anywhere and has been acting as a rescue, and has yet to come back to the
40 City to modify her IUP.

1 A resident stated that Ms. Gimpl does amazing rescue and care for animals, and she would trust her
2 with any animal.

3 Ms. Dahlman stated that she does not harass Gimpl, and that has been proven twice in court.

4 A resident asked Council to put aside feelings, address the violations, and look at the facts.

5 Katie Terhell encouraged the City and Gratitude Farms to find a way to become compliant. She stated
6 that it is a very important service that Gimpl provides.

7 Ms. Gimpl stated that she is being taxed commercially on that section of her land.

8 Nicole, an East Bethel resident, stated that she donated 8-10 kennels to Gratitude Farm and would
9 like to see everyone sit down with Ms. Gimpl to come to an agreement.

10 A resident stated that Gimple is not our ACO for East Bethel, and they chose to get a different one.

11 Anderson closed the public hearing at 7:43 p.m.

12 Look reminded that he acts at the will of the Council and his job is to protect the interest of the City,
13 which is the purpose of bringing this back up.

14 Look discussed the 12-hour notice given by the deputy and stated that this has nothing to do with the
15 quality of care, her service to the City in the past, and the trust people have in her. Look noted that
16 this has to do with the fact that the home occupation on the property at 22359 Bataan Street NE.

17 City Attorney Saufley stated that this is related to the compliance with the conditions of the IUP and
18 gave staff direction on what to do with the alleged violations.

19 **Erkel stated I'll make a motion to revoke Resolution 2021-74, granting an IUP for the operation of**
20 **an animal contractual service home occupation on property located at 22359 Bataan Street NE,**
21 **DBA Gratitude Farms. Anderson stated I'll second.** Anderson asked any discussion?

22 Erkel stated that Ms. Gimpl has a heart for animals, but through the years, she has not taken the
23 heart of the animals' owners into account, which has led to multiple violations and now the gross
24 misdemeanor.

25 Erkel stated that she is in favor of following the rules of the IUP.

26 Mundle asked if, depending on how the court case works out, if they pull the IUP, but the court cases
27 are dismissed, what happens to the basis of this evidence.

28 Look stated that he does not believe the two are related and does not think this will have an impact
29 on the court's decision.

30 Look stated that there were 7 days of trying to get in and gain access, and they had to get a warrant.

31 Saufley stated that the standard of review for criminal charges is different than the standard of
32 review for municipal decisions, so they are looking at the violations of the conditions of the IUP.

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

35 **5.0 Public Forum**

36 Isabel Martin stated that there cannot be any boarding at the Gimpl residence, because if there is, it
37 is considered a commercial kennel.

38 Christine Dahlman stated that the Gimpl's IUP should be revoked immediately.

1 Katie Terhell stated that Erkel’s comment following the June 14th shooting was factually incorrect and
2 inappropriate. Ms. Terhell stated that Erkel never apologized or took credit for her statements.

3 **6.0 Consent Agenda**

4 Item A: Approve Bill List

5 Item B: Approve Meeting Minutes June 23, 2025 City Council Work Meeting

6 Item C: Approve Meeting Minutes, June 23, 2025 City Council Meeting

7 Item D: Position Description Update – Public Works Lead Positions

8 Item E: Purchase of Playground Equipment – Booster Park

9 Item F: Purchase of Truck Liftgate

10 Item G: Resolution 2025-40, IUP Renewal: FFL Home Occupation, 23026 3rd Street NE

11 Item H: Resolution 2025-41, Approving Application for Raffle Permit

12 Smith requested to pull Item C. Mundle requested to pull Item B. Erkel requested to pull items D, E,
13 F, and H.

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

17 **6.0 B Approve Meeting Minutes June 23, 2025 City Council Work Meeting**

18 Saufley stated that he submitted changes to clarify what he said at the meeting.

19 **Mundle stated I’ll make a motion to approve Item B of the Consent Agenda with City Attorney**
20 **Saufley’s corrections. Miller stated I’ll second.** Anderson asked any discussion? To the motion, all in
21 favor say aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes**
22 **unanimously.**

23 **6.0 C Approve Meeting Minutes, June 23, 2025 City Council Meeting**

24 Smith asked to table the minutes because there are a lot of corrections that need to be made.

25 **Smith stated I’ll make a motion to table Item C of the Consent Agenda. Erkel 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 D Position Description Update – Public Works Lead Positions**

29 Erkel clarified that this is a promotion of a current Public Works position, not a whole new position.
30 Look stated that was correct.

31 **Erkel stated I’ll make a motion to approve Item D of the Consent Agenda. Miller stated I’ll second.**
32 Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson asked any
33 opposed? That motion passes. **Motion passes unanimously.**

34 **6.0 E Purchase of Playground Equipment – Booster Park**

35 Erkel noted that this is for a zipline at Booster Park coming in 2025.

36 **Erkel stated I’ll make a motion to approve Item E of the Consent Agenda. Mundle stated I’ll**
37 **second.** Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson
38 asked any opposed? That motion passes. **Motion passes unanimously.**

39 **6.0 F Purchase of Truck Liftgate**

40 Erkel noted that this is for a liftgate and asked what it takes to put it from one vehicle to another.
41 Ayshford noted that it bolts onto the back of a tailgate and can be moved from truck to truck, and can
42 be transferred in a day.

1 **Erkel stated I'll make a motion to approve Item F of the Consent Agenda. Mundle stated I'll**
 2 **second.** Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson
 3 asked any opposed? That motion passes. **Motion passes unanimously.**

4 **6.0 H Resolution 2025-41, Approving Application for Raffle Permit**

5 Erkel asked if this is needed because it is considered gambling, and asked what TVF stands for. Look
 6 noted that Frost will know.

7 **Erkel stated I'll make a motion to approve Item H of the Consent Agenda. Mundle stated I'll**
 8 **second.** Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson
 9 asked any opposed? That motion passes. **Motion passes unanimously.**

10 **7.0 New Business. Commission, Association, and Task Force Reports**

11 **7.0 A Planning Commission**

12 **7.0 A.1 Variance: Elevage Commercial LLC, Outlot A – Elevage ED Second Addition**

13 Gerard stated this is a variance request to allow development of a monument sign 3 feet from the
 14 property line along Sandhill Parkway NE and 4 feet 10 inches from the property line along 189th Lane
 15 NE. City Code Chapter 54-4, Subdivision 2 requires at least a 20-foot setback from the public right-of-
 16 way for development monument signs.

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

20 Gerard stated that the Elevage EB Second Addition Final Plat has a utility easement extending 10 feet
 21 to the east and 10 feet to the west of the fire hydrant at this corner. Meeting the 20-foot setback
 22 requirements from the ROW and placing the sign outside of the utility easement would locate the
 23 sign at least 60 feet from the curb of Sandhill Parkway and 40 feet from the curb of 189th Lane NE,
 24 which could limit visibility of the sign.

25 Gerard presented what the sign would look like.

26 Gerard stated that in order to grant a variance, the applicant must demonstrate that the request
 27 meets all three of the tests for “practical difficulties,” including reasonable use of the land,
 28 uniqueness of the land that is out of the control of the owner, and that the request would not alter
 29 the existing character of the neighborhood.

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

34 Mundle asked about the total distance from the curb. Gerard noted that the property line is set back
 35 about 20 feet from the curb.

36 Erkel asked if, since they do not have actual photos of what this looks like, if it gets put up and is
 37 impeding vision, will they relocate it, or is it set in stone once approved. Gerard stated that if it is
 38 approved, it grants the applicant approval to locate the sign where it is proposed. Gerard stated that
 39 they will use the 30-foot sight visibility triangle to safely say it will not impair drivers' vision.

40 Saufley clarified that once a variance is granted, you are granting it without regard to what the item
 41 actually looks like. Saufley stated that, depending on how the variance resolution is drafted, you
 42 might be determining a specific location or a general range where the item could be located.

1 Smith stated that he was on the site and did not see any vision impairment.

2 Erkel asked about considering people's homes around there. Smith stated it should not be a vision
3 impairment for them either, because the sign is out by the road.

4 Gerard stated that staff did the math to make sure that the site plan and the sign submitted are
5 consistent. Mundle asked if the height of the sign is 3 feet. Gerard stated that the sign is 6 feet 7
6 inches tall, including the brick piers.

7 **Mundle stated I'll make a motion to adopt Resolution 2025-42, granting a variance from Chapter**
8 **54-4, Subdivision 2 of the City Code for the location of a development monument sign within 20**
9 **feet of public right of way on property at the northeast corner of Sandhill Parkway NE and 189th**
10 **Lane NE. Erkel stated I'll second.** Anderson asked any discussion? To the motion, all in favor say
11 aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

12 **7.0 A.2 Variance: Tom Babineau, 239 Aspen Road NE**

13 Gerard stated that the applicant, Tom Babineau, applied for a variance for a front yard setback
14 reduction at 239 Aspen Road.

15 Gerard noted that this property is a 0.42-acre through lot with frontage along Aspen Road NE to the
16 east and Lakeshore Drive NE to the west. The property is zoned and guided Coon Lake within the
17 Shoreland Overlay District.

18 Gerard stated that the applicant is proposing to demolish an existing home and build a new single-
19 family home on the property. Gerard stated that the request is a variance from Section 51.7,
20 Subdivision B of the Zoning Ordinance to allow a front setback reduction from 25 feet to 15 feet.

21 Gerard stated that the proposed structure is setback 35.7 feet from Lakeshore Drive NE and 77.3 feet
22 from the Ordinary High-Water Level of Coon Lake. The proximity of the lot to Coon Lake limits the
23 potential locations for the home and septic site.

24 Gerard noted that in order to grant a variance, the applicant must demonstrate that the request
25 meets all three of the tests for "practical difficulties," including reasonable use of the land,
26 uniqueness of the land that is out of the control of the owner, and that the request would not alter
27 the existing character of the neighborhood. Staff has provided findings of fact for both approval and
28 denial in the staff report.

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

33 **Erkel stated I'll make a motion to adopt Resolution 2025-43, granting a variance from Section 51-7,**
34 **Subdivision B of the City Zoning Ordinance for the location of a principal structure within 25 feet of**
35 **a front property located at 239 Aspen Road. Miller stated I'll second.** Anderson asked any
36 discussion?

37 Smith asked if the house, garage, and shed were all going to be demolished. Gerard stated that she
38 believes that the existing building towards the lake will remain, but the garage, house, and the
39 building to the north will be gone.

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

42 **7.0 A.3 Zoning Text Amendment: Barndominiums**

1 Kendra Lindahl, Landform, stated the Planning Commission reviewed this item at its June 24, 2025,
 2 meeting. The Commission requested some clarification of the staff report language and
 3 recommended an amendment to allow 16 ft. sidewall height for Barndominiums on parcels of 5 acres
 4 or more. The staff report and attached ordinance have been updated to reflect these
 5 recommendations.

6 Lindahl noted that other than the applicant, there was no one present to speak on this item. The
 7 Planning Commission voted unanimously to recommend approval of the ordinance amendment with
 8 the recommended amendment.

9 Erkel asked if someone wanted to build a two-story barndominium could do that. Lindahl stated that
 10 in terms of sidewall height, they could not.

11 Mundle asked if it is intended as the sidewall of the garage. Erkel stated that someone who buys 3
 12 acres of land should be able to have the ability to build a two-story barndominium.

13 Lindahl clarified that the 16-foot sidewall height is for the whole building, not just the garage. Lindahl
 14 stated that right now it is 14 feet.

15 Look stated that it would need to be a variance if someone wanted to build a two-story structure.
 16 Smith stated that he does not think residents should have to come in for a variance.

17 Lindahl stated that she thinks they should give her direction so she can review, edit, and bring it back
 18 to the Council.

19 Erkel stated that she thinks residents should be able to have a second story if desired. Miller stated
 20 that it should be allowed on 2 acres minimum, not 5 acres.

21 Lindahl stated that there is a building height for living space, but for an accessory building, there is a
 22 sidewall height. Miller stated that they would like 16 feet for the garage sidewall height.

23 Smith stated that he thinks they are placing restrictions on residents that are not needed, and it
 24 should be allowed on any lot size.

25 Smith stated that they have been working on this long enough.

26 Lindahl clarified that the Council wants the ordinance to read "For Barndominiums, a 16-foot sidewall
 27 height is permitted for the accessory building portion of the structure." Erkel stated that it is correct.

28 **Miller stated I'll make a motion to adopt Ordinance No. 2025-03, amending the text of Appendix A**
 29 **(zoning) of the East Bethel City Code with the change on page 97 of the staff report. Erkel stated I'll**
 30 **second.** Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson
 31 asked any opposed? That motion passes. **Motion passes unanimously.**

32 **7.0 B Economic Development Authority**

33 None.

34 **7.0 C Park Commission**

35 None.

36 **8.0 Department Reports**

37 **8.0 A Community Development**

38 None.

39 **8.0 B Engineer Report**

40 None.

41 **8.0 C City Attorney**

1 None.

2 **8.0 D Finance**

3 None.

4 **8.0 E Public Works**

5 **8.0 E.1 Emergency Back-up Generator & Transfer Switch for Wells #1 & #2**

6 Mundle noted that he will be abstaining from this item.

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

12 Ayshford stated that the City applied for and was successfully awarded a \$10,000 Source Water
13 Protection Grant from the Minnesota Department of Health for the installation of a transfer switch
14 for wells 1 & 2 in the north municipal utility service area. Ayshford stated that a single standard
15 transfer switch will not be sufficient.

16 Ayshford stated that the first option with transfer switches and a transformer would cost the City
17 \$30,005, and the second option with two transfer switches would cost the City \$12,279.

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

22 Erkel asked if this money is coming out of the General Fund. Ayshford stated that funding for this
23 project is provided by the Water Enterprise Fund.

24 Smith asked if they had something there now. Ayshford stated that there is no backup power there
25 now.

26 Ayshford stated that with the grants, it would cost the City about \$34,000.

27 Erkel asked how many homes Wells 1 and 2 serve. A member of the audience stated the number is at
28 108 at the moment.

29 Smith asked how long they had been doing this without generators. Ayshford stated that since 2004,
30 but it is being brought up now because of the emergency management plan and the Department of
31 Health review of the water supply.

32 Anderson clarified that they are approving the second, cheaper option.

33 **Erkel stated I'll make a motion to approve installation of a transfer switch with the acceptance of**
34 **the grant and authorize applying to remaining grants. Smith stated I'll second.** Anderson asked any
35 discussion? To the motion, all in favor say aye. **All in favor.** Anderson asked any opposed? That
36 motion passes. **Motion passes unanimously.**

37 **8.0 F Fire Department**

38 **8.0 F.1 Fire Station Flooring Project**

39 Look asked if the Council would make a motion to postpone this item until they have information
40 back regarding the warranty.

1 **Anderson stated I'll make a motion to table discussion of the Fire Station flooring project until they**
2 **have further information. Erkel stated I'll second.** Anderson asked any discussion? To the motion,
3 all in favor say aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes**
4 **unanimously.**

5 **8.0 G City Administrator Report**

6 **8.0 G.1 Intern Hire for Digital Imaging Project**

7 Look stated this relates to the hiring of an intern for a special project to begin the transition from
8 paper files to digital format. Digital format will be the first step to document preservation and
9 eventual website functions that could include public data searches for commonly asked for
10 information. While there is room for volunteers to help on this project, having a dedicated intern to
11 manage the process will help to complete the project in a reasonable amount of time.

12 Look noted that the Anoka County Regional Economic Development was forwarded the names of two
13 individuals who needed to complete internships prior to completing their bachelor's degree in
14 planning and community development.

15 George Ongaga responded to East Bethel's interest in offering a special project opportunity that
16 would allow the intern to become acclimated to property address files, coordinate the conversion to
17 a digital format, and organize for eventual adoption into software upgrades that cities commonly use.
18 Mr. Ongaga has experience in computer programming and repair and possesses a skillset that
19 combines the use of technology with data management.

20 Look stated that the intern compensation is recommended at \$15 per hour. This person would help
21 to coordinate with volunteers as they become available, managing the process.

22 **Erkel stated I'll make a motion to approve hire of the temporary intern. Mundle stated I'll second.**
23 Anderson asked any discussion?

24 Erkel asked what hours he would be working. Look noted that he has the summers off, and he has to
25 finish this project to complete his degree. Look stated that he will be flexible with when Mr. Ongaga
26 can complete this work, but it has to fall within office hours.

27 Look noted that once this project gets started, they will have a better insight into what his schedule
28 and timeline will look like.

29 Erkel asked if he would finish this in the summer. Look noted that they will reach out to the new
30 Planning Commissioner, who expressed interest, and other volunteers to help get this project
31 completed.

32 Smith asked if Look could also be in charge of this project, not just Frost, because she has a lot of
33 other things she is working on.

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

36 **9.0 – Other Items**

37 **9.0 A Staff Report**

38 Look stated that the request for the Senior Center was checked on and estimated about \$3,00 to
39 change the ordinances to accommodate this.

40 Look noted that it is a requirement that the senior's contract with a caterer permit. Erkel stated that
41 they have determined Route 65. Look noted that there is a requirement of the State that food be
42 provided at every event where alcohol is served.

1 Erkel asked if the food had to come from the caterer. Look stated that it does.

2 Look asked if the \$3,000 should be recouped from the City or should funds come from the alcohol
3 sales at the Senior Center.

4 Look stated that with the road repair on Jackson Street, due to the culvert failure, the street had to
5 be shut down. Look stated that Ayshford has been working hard to get this resolved. Look stated that
6 they are at about \$61,000 for the repair with Classic Construction.

7 Look stated that TVF stands for Traditional Values Foundation, a non-profit that helps applicants with
8 filing.

9 Look stated that the Mayor and he met with the school district regarding getting hooked up to City
10 sewer and water, and they have a game plan going forward.

11 **9.0 B Council Reports**

12 Smith asked if, with the IUP taken away tonight, is there a 30-day wind-down period.

13 Saufley stated that there is usually a wind-down period to work through administratively to make
14 sure things get smoothed out.

15 Smith asked what time Saufley would suggest for the wind-down period. Saufley stated that he thinks
16 it is a policy decision.

17 Look stated that the horse IUP gives 30 days, but the one discussed tonight does not mention that.

18 Smith stated they can leave it up to staff to send out letters, get things finished up, and bring an
19 update to the next meeting.

20 Erkel stated that she thinks they spend too much on Ace Garbage and asked if they have a contract or
21 get other quotes.

22 Erkel asked when the next newsletter is going out. Look stated that the newsletter is at the printer/at
23 the mail house right now.

24 Erkel stated that every June, the City Council used to have an annual evaluation of the City
25 Administrator, and she thinks that should be done.

26 Erkel asked if the City Council would participate in the parade. Mundle stated that the Mayor will ride
27 in a car, and the City can provide a Public Works car if any Council members want to participate.

28 Look stated that if Council members want to participate, they can get with the coordinator if they
29 want a slot.

30 Erkel stated that she thinks they should be done with Landform and allow Gerard to be on her own to
31 complete her probation period. Look stated they can look into that.

32 Smith agrees with Erkel and has liked what Gerard has done so far. Smith stated they can just use
33 Landform for consulting when needed.

34 **10.0 Adjourn**

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

37 Meeting adjourned at 9:08 p.m.

38 Submitted by:

39 Lilian Rokosz

40 *TimeSaver Off Site Secretarial, Inc.*

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



Date: July 28, 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 discussed at a city council work meeting, and direction was given to research companies that could provide a new concrete coating for all three stations, including 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.

Fiscal Impact: The total fiscal impact of this project is \$78,289.27. 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 similar, using similar materials and processes. The significant difference lies in the warranty offered for the work by each company. Volt provides a 2-year workmanship warranty and a five (5) year limited adhesion and material warranty. The explanation for Volt's warranty has been included in this packet. SwedeBro provides a one (1)-year warranty. A sample of the warranty language has been included in this packet. Modern Concrete Coatings offers a five (5)-year warranty, and the product manufacturer offers a limited lifetime warranty. The language is also included in this packet. The recommended action for this project is to go with Modern Concrete Coatings at the above-quoted price. The price is noted to be in the middle but includes many of the same features as the top quote. Minnesota Concrete Coatings has also committed to performing the work at Station 1 in two phases at no extra cost. This will allow us to keep vehicles inside at Station 1 while the work is being performed.

Attachment(s): One quote for each of the three stations from the three companies. Warranty language from all three companies. Volt's explanation of their system, along with a line-itemized breakdown of their add-ons.

From: [Blake Dungey](#)
To: [Jeff Cielocha](#)
Subject: Volt Coating - Add-on Break Down
Date: Tuesday, July 22, 2025 1:03:16 PM

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

Jeff,
Let me know if there is anything else you want to see.

Fire Station #1

Joint Fill - \$2,964.50
Urethane 2nd Topcoat - \$4,380.05

Fire Station #2:

Joint Fill - \$630.00
Urethane 2nd Topcoat - \$2,076.55

Fire Station #3:

Joint Fill - \$420.00
Urethane 2nd Topcoat - \$810.00

Total with Add-Ons + 3% Discount: \$85,873
Total without Add-on + 3% Discount: \$74,931

Recommendations:

Joint Fill - *All Control joints will be sealed with a self-leveling joint filling caulk that is flexible. This will allow the concrete to still have movement in key areas while improving cleanability and eliminating joints from becoming dirt traps.*

High-Performance Urethane - *An additional top-coat that is specifically designed for heavy vehicle/industrial traffic and provides extra resistance against abrasion, chemicals, corrosion, and UV exposure.*

BD

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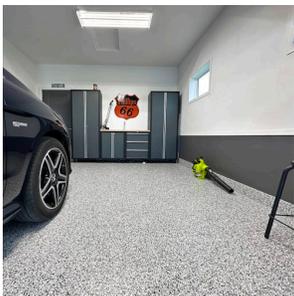
Blake Dungey
President, Volt Coatings

- [952-256-7496](tel:952-256-7496) | [612-751-1436](tel:612-751-1436)
- blake@voltcoatings.com
- voltcoatings.com
- 1651 Motorplex Ct Suite 210, Chanhassen, MN 55317

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	No. 4687
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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

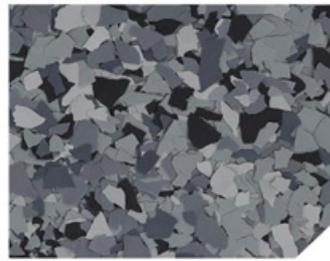
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Outback



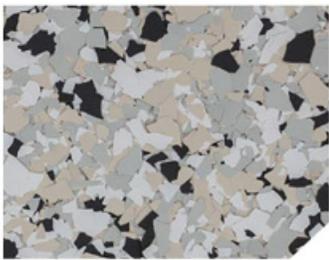
Dovetail



Nightfall



Shoreline



Cabin Fever



Rapids



Madras



Gravel



Basalt



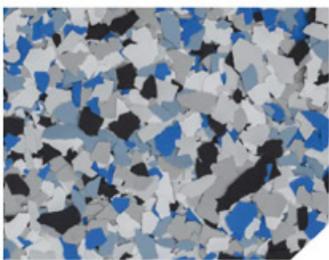
Creek Bed



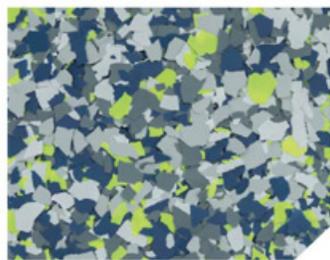
Dominio



Raven



Boys in Blue



Custom

Warranty Coverage

2-Year Workmanship Warranty

Volt Coatings warrants that all labor and installation workmanship will be free from defects for a period of two (2) years from the date of substantial completion. This includes full coverage of **materials and labor** for any repair due to failure caused by improper surface preparation or application technique.

5-Year Limited Adhesion & Material Warranty

Volt Coatings further warrants that the polyaspartic coating system will remain adhered to the substrate and free from peeling, flaking, or delamination for a period of five (5) years. This includes defects caused by coating material failure under normal conditions of use.

All repairs under this warranty will be limited to spot repairs as deemed necessary by Volt Coatings. Full re-coating of the entire surface areas is not included unless a localized repair cannot resolve the issue as deemed fit by Volt Coating.

Defects Covered Under Warranty

- Abnormal discoloration due to UV light (if applicable)
- Delamination, chipping, flaking, or peeling of the polyaspartic surface under normal use
- All material and labor costs covered for valid repair

Exclusions – This Warranty Does Not Cover

- Damage caused by **slab movement**, cracking, shifting, settling, or expansion/contraction of the substrate
- Damage due to modifications made to the coated concrete slab
- Impact or gouging from **forklifts**, dropped tools, or heavy equipment
- Vandalism
- Normal wear and tear & abrasion from frequent use
- Concrete Failure (Aggregate Popping)
- Delamination due to **hydrostatic pressure or moisture vapor**
- Damage from **misuse or abuse**, including fire exposure, punctures, chemical burns, or negligence
- **Acts of God** (e.g., flooding, lightning, etc.)
- Exposure to **solvents, acids, oils, or brake fluid** not compatible with the coating system
- Discoloration or staining caused by liquids, rust, or other surface contaminants
- Any conditions or damages outside the scope of coating material failure or workmanship error



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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 expeditiously 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.



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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*****

<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 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.

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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.



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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*****

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 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.

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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.
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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.
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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.



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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.



ESTIMATE

Prepared for: East Bethel Attn: Jeff Cielocha 2375 221st Ave NE East Bethel, MN 55011 jeff.cielocha@ci.east-bethel.mn.us (612) 685-1784	July 25, 2025 No. 2715 Modern Concrete Coatings Nick Jacobs 4095 Blackhawk Rd, Eagan, Minnesota 55122 P: (320) 292-6545 nick@moderncc.co www.modernconcreteteatings.com
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Station #1 -- 251 Viking Blvd NE

Scope of Work	Total
General Commercial Space Item: General Commercial Space Quantity: 1 Measurement: 5110 (sq. ft.) Additional Properties: 1. Color: TBD 2. Texture: Shark Bite (Normal Texture) Notes:	\$31,937.50
General Commercial Repairs Item: General Commercial Repairs Quantity: 1 Addons: 1. 1 Removal (1)(s) Measurement: 5110 (sq. ft.)	\$10,220.00
Indoor/Commercial Ad-Ons Item: Indoor/Commercial Ad-Ons Quantity: 1 Addons: 1. 1 2nd Topcoat(s) Measurement: 5110 (sq. ft.)	\$5,110.00

Scope of Work**Total****Joint Fill**

\$1,694.00

Item: Joint Fill
 Quantity: 1
 Measurement: 847 (ln. 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: \$48,961.50**Discount:** \$4,726.75**Grand Total:** **\$44,234.75**

Coating Includes Penntek Limited Lifetime Warranty (See Attached. Full Completed Warranty Will Be Issued Upon Project Completion)

Project May Be Completed In 2 Sections In Different Timelines at No Additional Cost.

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 1. Apply Urethane Topcoat 2
- 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 Filled With Caulking
- 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

LIFETIME COMMERCIAL WARRANTY

To receive the benefits of this Lifetime Commercial Warranty (this “*Warranty*”), you must, no later than thirty (30) days after the Installation Date, complete and submit a warranty registration form at <https://form.jotform.com/210206985154151>. Such registration is a condition precedent to coverage under this Warranty, and the failure to do so will cause the loss of such benefits, but not the exclusions and limitations in this Warranty.

1. The Lifetime Coverage Period: Subject to the terms and conditions of this Warranty, Penntek Industrial Coatings, LLC (“*Penntek*”) warrants to the Owner(s) of the industrial or commercial premises where a Penntek Coating System (the “*Penntek System*”) is installed (the “*Location*”) that, beginning on the date of completion of such installation (the “*Installation Date*”) and continuing until the sooner to occur of (a) the life of the period after the Installation Date and before any ownership interest(s) in the Location is or are transferred other than as expressly permitted by this Warranty or (b) the end of:

- The lifetime of the Owner(s) (the “*Lifetime Coverage Period*”), the Penntek Polyaspartic Topcoats (individually and collectively, the “*Penntek Topcoats*”), if and as used as part of in the Penntek System, will not discolor due to ultraviolet (UV) exposure from the sun, except for typical changes, oxidation or weathering of the Penntek Topcoats due to the passage of time under normal atmospheric conditions and
- The five (5) year period from the Installation Date (the “*General Coverage Period*”), the Penntek System will be free from defects that result in peeling, blistering, chipping or other forms of delamination beyond normal wear and tear (collectively, “*Delamination Damage*”).

2. Parameters: During the Lifetime Coverage Period and the General Coverage Period (as relevant, individually, the “*Applicable Coverage Period*”), this Warranty covers the Penntek Topcoats and the Penntek System when installed and is subject to the exclusions and limitations described in this Warranty, including without limitation, that, except as expressly provided herein, this Warranty cannot be transferred or assigned.

3. Certain Definitions: As used in this Warranty: (a) the “*Owner(s)*” (i) means or refers to the owner(s) in fee simple of the Location on the Installation Date, unless the entire ownership of the Location is transferred no later than twelve (12) months after the Installation Date, then the first immediately subsequent owner(s) in fee simple of the Location become(s) the Owner(s) and (ii) may consist of (A) one natural person, (B) more than one natural person, (C) a combination of one or more natural persons and one or more corporations, limited liability companies, partnerships, trusts or anything else so designated by Penntek (in the singular, “*entity*” and in the plural, “*entities*”) or (D) one or more entities; (b) the “*lifetime of the Owner(s)*” means with respect to the situation described in: (i) Section 3(a)(ii)(A) of this Warranty, the lifetime of that natural person; (ii) Section 3(a)(ii)(B) hereof, the earliest lifetime of a natural person who has an ownership interest in the Location or (iii) Sections 3(a)(ii)(C) or 3(a)(ii)(D) hereof, the sooner to occur of (A) the dissolution (or substantive equivalent as determined by Penntek) of the entity or any entity included as the Owner(s) or (2) the earliest lifetime of a natural person who has a direct or indirect ownership interest in the Owner(s) or is a direct or indirect beneficiary of a trust that is one of the Owner(s); and (c) “*Penntek Coating System*” or the “*System*” means the combination of chemical and other components (which may include without limitation concrete preparation and repair products, basecoat, chips and topcoats) expressly specified, authorized or approved in writing by or sourced from Penntek (and approved by Penntek for such application) (individually and collectively, “*Authorized Components*”) (i) as installed or used in such installation at the Location by a dealer expressly authorized by Penntek for such purpose (“*Authorized Installing Penntek Dealer*” or “*Authorized Penntek Installer*”) or (ii), in the case of maintenance only, as performed by an Authorized Installing Penntek Dealer or any other(s), provided that such installation or maintenance conforms to the instructions or direction expressly provided or expressly authorized by Penntek (as well as other good preparation, installation and maintenance practices).

4. Exclusions: Each of the following is expressly excluded from this Warranty:

- Damage (including without limitation Delamination Damage) caused by or resulting from in whole or in part any or all of the following: (a) physical abuse to or misuse of the Penntek System (such as, but not limited to, (i) excessive weight or wear for typical industrial or commercial use or (ii) dragging or dropping one or more heavy objects); (b) accidents, fire or acts of God (including without limitation floods, tornadoes, hurricanes, earthquakes or other weather-related events) causing such things as, but not limited to, discoloration, staining, fading, excessive wear, scratching, marring, dents, gouges, tears, scuffs, cuts or similar results; (c) atypical industrial or commercial use (such as, but not limited to, application in excessive moisture environments (including without limitation underwater or standing water)); (d) cracks; (e) modifications or alterations of either chemical or physical characteristics (including, but not limited to, substituting one or more components not expressly approved in writing by or not sourced from Penntek (and approved by Penntek for such application) (individually and collectively, “*Unauthorized Components*”) for any or all Authorized Components or mixing Unauthorized Components with Authorized Components); (f) exposure to corrosive materials (including but not limited to brake fluid and battery acid); (g) repair or service of the Penntek System not performed by an Authorized Penntek Installer; (h) temperature extremes (including without limitation heat beyond original intended use); or (i) shifting or settling of the surface receiving the basecoat (“*substrate*”), base, subbase, subgrade or foundation;

- Damage caused by (a) alkali, hydrostatic pressure, efflorescence, mold, mildew or excessive moisture in concrete or its base, subbase or subgrade or (b) defective or compromised concrete or its base, subbase or subgrade or other deterioration thereof (including without limitation exposed concrete reinforcement causing rust);
- Discoloration, fading, staining or other adverse effects caused by, but not limited to, dyes, inks, contact with synthetic or rubber products (such as, but not limited to (a) soft tires, (b) tire shine, scuffs or burnout or (c) floor mats that mark), rust (whether from vehicles or otherwise), misuse of maintenance products or use of maintenance products not expressly specified, authorized or approved in writing by or sourced from Penntek (and approved by Penntek for such application), other improper maintenance, contaminants, spills and tracked-in matter, including, but not limited to, asphalt, resins and driveway sealers;
- Defects caused by any or all improper (a) preparation product or coating choice, (b) substrate, base, subbase, subgrade or other surface choice or preparation and (c) installation or other application, including without limitation (i) the failure to install one or more coatings of appropriate type, depth or thickness (including, but limited to, the failure to install two (2) layers of the Penntek Topcoats) or (ii) the substrate not having any or all of the following: (A) a profile of twenty (20) to thirty (30) grit, (B) a neutral pH of seven (7) and (C) a moisture vapor transmission that exceeds five and one-half percent (5.5%) using Tramex CME 4 moisture meter tests (individually and collectively, such improper conduct is **"Installation Error"**);
- Differences in appearance between the Penntek System as (a) originally installed or as repaired and (b) the area(s) subsequently repaired; and
- Use of Penntek substrate preparation or substrate repair products without the more or less contemporaneous application of the other parts of the Penntek System.

4. Exclusive Remedy: For the Penntek Topcoats or the Penntek System determined by Penntek to be defective or to have failed under the conditions covered by this Warranty within the Applicable Coverage Period, Penntek will provide free of charge to an Authorized Penntek Installer designated by Penntek the Authorized Components sold by Penntek required to repair or replace the defective or failed part(s) of the Penntek System involved. Labor costs for such repair or replacement are not covered, unless (a) such defective or failed part(s) is or are subject to a recall ordered by Penntek and (b) Penntek determines that Installation Error played no part in such defect or failure. As determined by Penntek, such Authorized Components provided will be of (i) substantially equal or (ii) greater value and quality than what was used originally. The remedy described in this Warranty is the sole and exclusive remedy for claims under this Warranty.

5. LIMITATIONS: THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, EACH IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS. ANY WARRANTY THAT IS FOUND TO ARISE BY WAY OF FEDERAL OR STATE LAW IS LIMITED TO AND DOES NOT EXTEND BEYOND THE SCOPE AND DURATION OF COVERAGE AS SET FORTH IN THIS WARRANTY. EACH ACTION FOR BREACH OF WARRANTY MUST BE BROUGHT NO LATER THAN TEN (10) DAYS AFTER THE APPLICABLE COVERAGE PERIOD. IN NO CASE SHALL PENNTEK BE LIABLE FOR ANY OR ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES OF ANY KIND FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY. THIS WARRANTY DOES NOT COVER LOSS OF USE OF ANY OR ALL OF THE AREA WHERE THE PENNTEK SYSTEM WAS APPLIED. No agent, representative or employee of any or all of Penntek and each Authorized Penntek Installer has the authority to alter the terms and conditions of this Warranty.

6. Warranty Claims: In the event that you have a warranty claim, it must be made in writing within thirty (30) days after the basis for such claim has or reasonably should have been detected and no later than ten (10) days after the end of the Applicable Coverage Period. To make a claim, the Owner(s) must complete a warranty form by (a) online submission to Warranty@penntekcoatings.com or (b) paper copy sent to: Penntek Industrial Coatings, LLC, Attn: Warranty Department, 7580 Lakeville Blvd., Lakeville, MN 55044.

7. Legal Remedies: This Warranty, as well as any and all claims or causes of action arising out of or relating to this Warranty (regardless whether in contract or tort or by statute), shall be governed by and interpreted under the substantive and procedural laws of the State of Minnesota without regard to that state's conflicts of laws provisions, except that, to the extent otherwise applicable, the United Nations Convention for the International Sale of Goods does not apply. The written notice of claim and the repair or replacement remedy described in this Warranty must be made or completed prior to initiating any action to seek legal or equitable remedies for breach of this Warranty or any implied warranties. Any action for breach of this Warranty or any implied warranty must be commenced no later than ninety (90) days after the Applicable Coverage Period. Legal disputes relating to this Warranty or an alleged breach of any or all of this Warranty, implied warranties or representations by Penntek of any kind must be litigated at the trial level as a bench trial in state court in Apple Valley, Minnesota or federal court in Minneapolis, Minnesota, **as the Owner(s) and Penntek hereby waive trial by jury.** The right of the Owner(s) to participate as a class member or members in any class action lawsuit brought against Penntek regarding any alleged defect or performance failure regarding all or any part(s) of the Penntek System is expressly waived. Any authorization or performance of repairs, attempt to resolve a complaint or filing of a claim under this Warranty will not (a) constitute a waiver of Penntek's rights or (b) extend (i) the Applicable Coverage Period or (ii) when Owner(s) must commence an action to enforce any breach of warranty or other claim, unless prohibited by state law. The interpretation of this Warranty by Penntek will control.



8. Acceptance of Terms: By registration of this Warranty, other performance or the acceptance of performance under this Warranty, the Owner(s) accept the terms and conditions of this Warranty.

9. Modification: If, in the view of Penntek, applicable law contains or may contain any requirement(s) or other provision(s) that is or are contrary to, in conflict with or missing from any provision(s) or part(s) thereof in this Warranty (collectively, the ***"Identified Provisions"***), Penntek, at any time, may elect by notice from Penntek to the Owner(s) (effective upon receipt thereof or as otherwise designated by Penntek therein) that such requirement(s) or provision(s) be deleted from, substituted for or added to the Identified Provisions to the minimum extent necessary in the opinion of Penntek to address the issue(s).

10. Information: The following is to be completed by the Authorized Penntek Installer on or about the Installation Date:

<u>Information regarding the Owner(s)</u>	<u>Authorized Penntek Installer Information</u>
Name(s): _____	Name: _____
Installation Address: _____	Address: _____
Customer Email Address: _____	_____
Installation Date: _____ Area Coated: _____	
Color: _____	
Condition: _____ Air Temp.: _____	
Total Sq. Ft.: _____ Verticals: _____ Stairs: _____	
Mender A: _____ Base A: _____	
Top A: _____ Flake Lot: _____	
Mender B: _____ Base B: _____	
Top B: _____ Flake Lot: _____	
Additional Info:	

061423/127340346.4

Prepared for:

East Bethel
Attn: Jeff Cielocha
2375 221st Ave NE
East Bethel, MN 55011
jeff.cielocha@ci.east-bethel.mn.us
(612) 685-1784

July 25, 2025

No. 2716

Modern Concrete Coatings | Nick Jacobs
4095 Blackhawk Rd, Eagan, Minnesota 55122
P: (320) 292-6545 | nick@moderncc.co
www.modernconcreteteatings.com

Station #2

Scope of Work

Total

General Commercial Space

\$15,250.00

Item: General Commercial Space
Quantity: 1
Measurement: 2440 (sq. ft.)
Additional Properties:
1. Color: TBD
2. Texture: Shark Bite (Normal Texture)
Notes:

Indoor/Commercial Ad-Ons

\$2,440.00

Item: Indoor/Commercial Ad-Ons
Quantity: 1

Addons:
1. 1 2nd Topcoat(s)
Measurement: 2440 (sq. ft.)

Joint Fill

\$360.00

Item: Joint Fill
Quantity: 1
Measurement: 180 (ln. 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: \$18,050.00

Discount: \$1,769.00

Grand Total: \$16,281.00

Coating Includes Penntek Limited Lifetime Warranty (See Attached. Full Completed Warranty Will Be Issued Upon Project Completion)

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 1. Apply Urethane Topcoat 2
- 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 Filled With Caulking
- 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

LIFETIME COMMERCIAL WARRANTY

To receive the benefits of this Lifetime Commercial Warranty (this “*Warranty*”), you must, no later than thirty (30) days after the Installation Date, complete and submit a warranty registration form at <https://form.jotform.com/210206985154151>. Such registration is a condition precedent to coverage under this Warranty, and the failure to do so will cause the loss of such benefits, but not the exclusions and limitations in this Warranty.

1. The Lifetime Coverage Period: Subject to the terms and conditions of this Warranty, Penntek Industrial Coatings, LLC (“*Penntek*”) warrants to the Owner(s) of the industrial or commercial premises where a Penntek Coating System (the “*Penntek System*”) is installed (the “*Location*”) that, beginning on the date of completion of such installation (the “*Installation Date*”) and continuing until the sooner to occur of (a) the life of the period after the Installation Date and before any ownership interest(s) in the Location is or are transferred other than as expressly permitted by this Warranty or (b) the end of:

- The lifetime of the Owner(s) (the “*Lifetime Coverage Period*”), the Penntek Polyaspartic Topcoats (individually and collectively, the “*Penntek Topcoats*”), if and as used as part of in the Penntek System, will not discolor due to ultraviolet (UV) exposure from the sun, except for typical changes, oxidation or weathering of the Penntek Topcoats due to the passage of time under normal atmospheric conditions and
- The five (5) year period from the Installation Date (the “*General Coverage Period*”), the Penntek System will be free from defects that result in peeling, blistering, chipping or other forms of delamination beyond normal wear and tear (collectively, “*Delamination Damage*”).

2. Parameters: During the Lifetime Coverage Period and the General Coverage Period (as relevant, individually, the “*Applicable Coverage Period*”), this Warranty covers the Penntek Topcoats and the Penntek System when installed and is subject to the exclusions and limitations described in this Warranty, including without limitation, that, except as expressly provided herein, this Warranty cannot be transferred or assigned.

3. Certain Definitions: As used in this Warranty: (a) the “*Owner(s)*” (i) means or refers to the owner(s) in fee simple of the Location on the Installation Date, unless the entire ownership of the Location is transferred no later than twelve (12) months after the Installation Date, then the first immediately subsequent owner(s) in fee simple of the Location become(s) the Owner(s) and (ii) may consist of (A) one natural person, (B) more than one natural person, (C) a combination of one or more natural persons and one or more corporations, limited liability companies, partnerships, trusts or anything else so designated by Penntek (in the singular, “*entity*” and in the plural, “*entities*”) or (D) one or more entities; (b) the “*lifetime of the Owner(s)*” means with respect to the situation described in: (i) Section 3(a)(ii)(A) of this Warranty, the lifetime of that natural person; (ii) Section 3(a)(ii)(B) hereof, the earliest lifetime of a natural person who has an ownership interest in the Location or (iii) Sections 3(a)(ii)(C) or 3(a)(ii)(D) hereof, the sooner to occur of (A) the dissolution (or substantive equivalent as determined by Penntek) of the entity or any entity included as the Owner(s) or (2) the earliest lifetime of a natural person who has a direct or indirect ownership interest in the Owner(s) or is a direct or indirect beneficiary of a trust that is one of the Owner(s); and (c) “*Penntek Coating System*” or the “*System*” means the combination of chemical and other components (which may include without limitation concrete preparation and repair products, basecoat, chips and topcoats) expressly specified, authorized or approved in writing by or sourced from Penntek (and approved by Penntek for such application) (individually and collectively, “*Authorized Components*”) (i) as installed or used in such installation at the Location by a dealer expressly authorized by Penntek for such purpose (“*Authorized Installing Penntek Dealer*” or “*Authorized Penntek Installer*”) or (ii), in the case of maintenance only, as performed by an Authorized Installing Penntek Dealer or any other(s), provided that such installation or maintenance conforms to the instructions or direction expressly provided or expressly authorized by Penntek (as well as other good preparation, installation and maintenance practices).

4. Exclusions: Each of the following is expressly excluded from this Warranty:

- Damage (including without limitation Delamination Damage) caused by or resulting from in whole or in part any or all of the following: (a) physical abuse to or misuse of the Penntek System (such as, but not limited to, (i) excessive weight or wear for typical industrial or commercial use or (ii) dragging or dropping one or more heavy objects); (b) accidents, fire or acts of God (including without limitation floods, tornadoes, hurricanes, earthquakes or other weather-related events) causing such things as, but not limited to, discoloration, staining, fading, excessive wear, scratching, marring, dents, gouges, tears, scuffs, cuts or similar results; (c) atypical industrial or commercial use (such as, but not limited to, application in excessive moisture environments (including without limitation underwater or standing water)); (d) cracks; (e) modifications or alterations of either chemical or physical characteristics (including, but not limited to, substituting one or more components not expressly approved in writing by or not sourced from Penntek (and approved by Penntek for such application) (individually and collectively, “*Unauthorized Components*”) for any or all Authorized Components or mixing Unauthorized Components with Authorized Components); (f) exposure to corrosive materials (including but not limited to brake fluid and battery acid); (g) repair or service of the Penntek System not performed by an Authorized Penntek Installer; (h) temperature extremes (including without limitation heat beyond original intended use); or (i) shifting or settling of the surface receiving the basecoat (“*substrate*”), base, subbase, subgrade or foundation;

- Damage caused by (a) alkali, hydrostatic pressure, efflorescence, mold, mildew or excessive moisture in concrete or its base, subbase or subgrade or (b) defective or compromised concrete or its base, subbase or subgrade or other deterioration thereof (including without limitation exposed concrete reinforcement causing rust);
- Discoloration, fading, staining or other adverse effects caused by, but not limited to, dyes, inks, contact with synthetic or rubber products (such as, but not limited to (a) soft tires, (b) tire shine, scuffs or burnout or (c) floor mats that mark), rust (whether from vehicles or otherwise), misuse of maintenance products or use of maintenance products not expressly specified, authorized or approved in writing by or sourced from Penntek (and approved by Penntek for such application), other improper maintenance, contaminants, spills and tracked-in matter, including, but not limited to, asphalt, resins and driveway sealers;
- Defects caused by any or all improper (a) preparation product or coating choice, (b) substrate, base, subbase, subgrade or other surface choice or preparation and (c) installation or other application, including without limitation (i) the failure to install one or more coatings of appropriate type, depth or thickness (including, but limited to, the failure to install two (2) layers of the Penntek Topcoats) or (ii) the substrate not having any or all of the following: (A) a profile of twenty (20) to thirty (30) grit, (B) a neutral pH of seven (7) and (C) a moisture vapor transmission that exceeds five and one-half percent (5.5%) using Tramex CME 4 moisture meter tests (individually and collectively, such improper conduct is **"Installation Error"**);
- Differences in appearance between the Penntek System as (a) originally installed or as repaired and (b) the area(s) subsequently repaired;, and
- Use of Penntek substrate preparation or substrate repair products without the more or less contemporaneous application of the other parts of the Penntek System.

4. Exclusive Remedy: For the Penntek Topcoats or the Penntek System determined by Penntek to be defective or to have failed under the conditions covered by this Warranty within the Applicable Coverage Period, Penntek will provide free of charge to an Authorized Penntek Installer designated by Penntek the Authorized Components sold by Penntek required to repair or replace the defective or failed part(s) of the Penntek System involved. Labor costs for such repair or replacement are not covered, unless (a) such defective or failed part(s) is or are subject to a recall ordered by Penntek and (b) Penntek determines that Installation Error played no part in such defect or failure. As determined by Penntek, such Authorized Components provided will be of (i) substantially equal or (ii) greater value and quality than what was used originally. The remedy described in this Warranty is the sole and exclusive remedy for claims under this Warranty.

5. LIMITATIONS: THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, EACH IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS. ANY WARRANTY THAT IS FOUND TO ARISE BY WAY OF FEDERAL OR STATE LAW IS LIMITED TO AND DOES NOT EXTEND BEYOND THE SCOPE AND DURATION OF COVERAGE AS SET FORTH IN THIS WARRANTY. EACH ACTION FOR BREACH OF WARRANTY MUST BE BROUGHT NO LATER THAN TEN (10) DAYS AFTER THE APPLICABLE COVERAGE PERIOD. IN NO CASE SHALL PENNTEK BE LIABLE FOR ANY OR ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES OF ANY KIND FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY. THIS WARRANTY DOES NOT COVER LOSS OF USE OF ANY OR ALL OF THE AREA WHERE THE PENNTEK SYSTEM WAS APPLIED. No agent, representative or employee of any or all of Penntek and each Authorized Penntek Installer has the authority to alter the terms and conditions of this Warranty.

6. Warranty Claims: In the event that you have a warranty claim, it must be made in writing within thirty (30) days after the basis for such claim has or reasonably should have been detected and no later than ten (10) days after the end of the Applicable Coverage Period. To make a claim, the Owner(s) must complete a warranty form by (a) online submission to Warranty@penntekcoatings.com or (b) paper copy sent to: Penntek Industrial Coatings, LLC, Attn: Warranty Department, 7580 Lakeville Blvd., Lakeville, MN 55044.

7. Legal Remedies: This Warranty, as well as any and all claims or causes of action arising out of or relating to this Warranty (regardless whether in contract or tort or by statute), shall be governed by and interpreted under the substantive and procedural laws of the State of Minnesota without regard to that state's conflicts of laws provisions, except that, to the extent otherwise applicable, the United Nations Convention for the International Sale of Goods does not apply. The written notice of claim and the repair or replacement remedy described in this Warranty must be made or completed prior to initiating any action to seek legal or equitable remedies for breach of this Warranty or any implied warranties. Any action for breach of this Warranty or any implied warranty must be commenced no later than ninety (90) days after the Applicable Coverage Period. Legal disputes relating to this Warranty or an alleged breach of any or all of this Warranty, implied warranties or representations by Penntek of any kind must be litigated at the trial level as a bench trial in state court in Apple Valley, Minnesota or federal court in Minneapolis, Minnesota, **as the Owner(s) and Penntek hereby waive trial by jury.** The right of the Owner(s) to participate as a class member or members in any class action lawsuit brought against Penntek regarding any alleged defect or performance failure regarding all or any part(s) of the Penntek System is expressly waived. Any authorization or performance of repairs, attempt to resolve a complaint or filing of a claim under this Warranty will not (a) constitute a waiver of Penntek's rights or (b) extend (i) the Applicable Coverage Period or (ii) when Owner(s) must commence an action to enforce any breach of warranty or other claim, unless prohibited by state law. The interpretation of this Warranty by Penntek will control.



8. Acceptance of Terms: By registration of this Warranty, other performance or the acceptance of performance under this Warranty, the Owner(s) accept the terms and conditions of this Warranty.

9. Modification: If, in the view of Penntek, applicable law contains or may contain any requirement(s) or other provision(s) that is or are contrary to, in conflict with or missing from any provision(s) or part(s) thereof in this Warranty (collectively, the **"Identified Provisions"**), Penntek, at any time, may elect by notice from Penntek to the Owner(s) (effective upon receipt thereof or as otherwise designated by Penntek therein) that such requirement(s) or provision(s) be deleted from, substituted for or added to the Identified Provisions to the minimum extent necessary in the opinion of Penntek to address the issue(s).

10. Information: The following is to be completed by the Authorized Penntek Installer on or about the Installation Date:

<u>Information regarding the Owner(s)</u>	<u>Authorized Penntek Installer Information</u>
Name(s): _____	Name: _____
Installation Address: _____	Address: _____
Customer Email Address: _____	_____
Installation Date: _____ Area Coated: _____	
Color: _____	
Condition: _____ Air Temp.: _____	
Total Sq. Ft.: _____ Verticals: _____ Stairs: _____	
Mender A: _____ Base A: _____	
Top A: _____ Flake Lot: _____	
Mender B: _____ Base B: _____	
Top B: _____ Flake Lot: _____	
Additional Info:	

061423/127340346.4

Prepared for: East Bethel Attn: Jeff Cielocha 2375 221st Ave NE East Bethel, MN 55011 jeff.cielocha@ci.east-bethel.mn.us (612) 685-1784	July 25, 2025	No. 2718
Modern Concrete Coatings Nick Jacobs 4095 Blackhawk Rd, Eagan, Minnesota 55122 P: (320) 292-6545 nick@moderncc.co www.modernconcreteteatings.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.)	
Joint Fill	\$240.00
Item: Joint Fill Quantity: 1 Measurement: 120 (ln. 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: \$5,190.00

Discount: \$495.00

Grand Total: **\$4,695.00**

Coating Includes Penntek Limited Lifetime Warranty (See Attached. Full Completed Warranty Will Be Issued Upon Project Completion)

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 1. Apply Urethane Topcoat 2
- 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 Filled With Caulking
- 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

LIFETIME COMMERCIAL WARRANTY

To receive the benefits of this Lifetime Commercial Warranty (this “**Warranty**”), you must, no later than thirty (30) days after the Installation Date, complete and submit a warranty registration form at <https://form.jotform.com/210206985154151>. Such registration is a condition precedent to coverage under this Warranty, and the failure to do so will cause the loss of such benefits, but not the exclusions and limitations in this Warranty.

1. The Lifetime Coverage Period: Subject to the terms and conditions of this Warranty, Penntek Industrial Coatings, LLC (“**Penntek**”) warrants to the Owner(s) of the industrial or commercial premises where a Penntek Coating System (the “**Penntek System**”) is installed (the “**Location**”) that, beginning on the date of completion of such installation (the “**Installation Date**”) and continuing until the sooner to occur of (a) the life of the period after the Installation Date and before any ownership interest(s) in the Location is or are transferred other than as expressly permitted by this Warranty or (b) the end of:

- The lifetime of the Owner(s) (the “**Lifetime Coverage Period**”), the Penntek Polyaspartic Topcoats (individually and collectively, the “**Penntek Topcoats**”), if and as used as part of in the Penntek System, will not discolor due to ultraviolet (UV) exposure from the sun, except for typical changes, oxidation or weathering of the Penntek Topcoats due to the passage of time under normal atmospheric conditions and
- The five (5) year period from the Installation Date (the “**General Coverage Period**”), the Penntek System will be free from defects that result in peeling, blistering, chipping or other forms of delamination beyond normal wear and tear (collectively, “**Delamination Damage**”).

2. Parameters: During the Lifetime Coverage Period and the General Coverage Period (as relevant, individually, the “**Applicable Coverage Period**”), this Warranty covers the Penntek Topcoats and the Penntek System when installed and is subject to the exclusions and limitations described in this Warranty, including without limitation, that, except as expressly provided herein, this Warranty cannot be transferred or assigned.

3. Certain Definitions: As used in this Warranty: (a) the “**Owner(s)**” (i) means or refers to the owner(s) in fee simple of the Location on the Installation Date, unless the entire ownership of the Location is transferred no later than twelve (12) months after the Installation Date, then the first immediately subsequent owner(s) in fee simple of the Location become(s) the Owner(s) and (ii) may consist of (A) one natural person, (B) more than one natural person, (C) a combination of one or more natural persons and one or more corporations, limited liability companies, partnerships, trusts or anything else so designated by Penntek (in the singular, “**entity**” and in the plural, “**entities**”) or (D) one or more entities; (b) the “**lifetime of the Owner(s)**” means with respect to the situation described in: (i) Section 3(a)(ii)(A) of this Warranty, the lifetime of that natural person; (ii) Section 3(a)(ii)(B) hereof, the earliest lifetime of a natural person who has an ownership interest in the Location or (iii) Sections 3(a)(ii)(C) or 3(a)(ii)(D) hereof, the sooner to occur of (A) the dissolution (or substantive equivalent as determined by Penntek) of the entity or any entity included as the Owner(s) or (2) the earliest lifetime of a natural person who has a direct or indirect ownership interest in the Owner(s) or is a direct or indirect beneficiary of a trust that is one of the Owner(s); and (c) “**Penntek Coating System**” or the “**System**” means the combination of chemical and other components (which may include without limitation concrete preparation and repair products, basecoat, chips and topcoats) expressly specified, authorized or approved in writing by or sourced from Penntek (and approved by Penntek for such application) (individually and collectively, “**Authorized Components**”) (i) as installed or used in such installation at the Location by a dealer expressly authorized by Penntek for such purpose (“**Authorized Installing Penntek Dealer**” or “**Authorized Penntek Installer**”) or (ii), in the case of maintenance only, as performed by an Authorized Installing Penntek Dealer or any other(s), provided that such installation or maintenance conforms to the instructions or direction expressly provided or expressly authorized by Penntek (as well as other good preparation, installation and maintenance practices).

4. Exclusions: Each of the following is expressly excluded from this Warranty:

- Damage (including without limitation Delamination Damage) caused by or resulting from in whole or in part any or all of the following: (a) physical abuse to or misuse of the Penntek System (such as, but not limited to, (i) excessive weight or wear for typical industrial or commercial use or (ii) dragging or dropping one or more heavy objects); (b) accidents, fire or acts of God (including without limitation floods, tornadoes, hurricanes, earthquakes or other weather-related events) causing such things as, but not limited to, discoloration, staining, fading, excessive wear, scratching, marring, dents, gouges, tears, scuffs, cuts or similar results; (c) atypical industrial or commercial use (such as, but not limited to, application in excessive moisture environments (including without limitation underwater or standing water)); (d) cracks; (e) modifications or alterations of either chemical or physical characteristics (including, but not limited to, substituting one or more components not expressly approved in writing by or not sourced from Penntek (and approved by Penntek for such application) (individually and collectively, “**Unauthorized Components**”) for any or all Authorized Components or mixing Unauthorized Components with Authorized Components); (f) exposure to corrosive materials (including but not limited to brake fluid and battery acid); (g) repair or service of the Penntek System not performed by an Authorized Penntek Installer; (h) temperature extremes (including without limitation heat beyond original intended use); or (i) shifting or settling of the surface receiving the basecoat (“**substrate**”), base, subbase, subgrade or foundation;

- Damage caused by (a) alkali, hydrostatic pressure, efflorescence, mold, mildew or excessive moisture in concrete or its base, subbase or subgrade or (b) defective or compromised concrete or its base, subbase or subgrade or other deterioration thereof (including without limitation exposed concrete reinforcement causing rust);
- Discoloration, fading, staining or other adverse effects caused by, but not limited to, dyes, inks, contact with synthetic or rubber products (such as, but not limited to (a) soft tires, (b) tire shine, scuffs or burnout or (c) floor mats that mark), rust (whether from vehicles or otherwise), misuse of maintenance products or use of maintenance products not expressly specified, authorized or approved in writing by or sourced from Penntek (and approved by Penntek for such application), other improper maintenance, contaminants, spills and tracked-in matter, including, but not limited to, asphalt, resins and driveway sealers;
- Defects caused by any or all improper (a) preparation product or coating choice, (b) substrate, base, subbase, subgrade or other surface choice or preparation and (c) installation or other application, including without limitation (i) the failure to install one or more coatings of appropriate type, depth or thickness (including, but limited to, the failure to install two (2) layers of the Penntek Topcoats) or (ii) the substrate not having any or all of the following: (A) a profile of twenty (20) to thirty (30) grit, (B) a neutral pH of seven (7) and (C) a moisture vapor transmission that exceeds five and one-half percent (5.5%) using Tramex CME 4 moisture meter tests (individually and collectively, such improper conduct is **"Installation Error"**);
- Differences in appearance between the Penntek System as (a) originally installed or as repaired and (b) the area(s) subsequently repaired;, and
- Use of Penntek substrate preparation or substrate repair products without the more or less contemporaneous application of the other parts of the Penntek System.

4. Exclusive Remedy: For the Penntek Topcoats or the Penntek System determined by Penntek to be defective or to have failed under the conditions covered by this Warranty within the Applicable Coverage Period, Penntek will provide free of charge to an Authorized Penntek Installer designated by Penntek the Authorized Components sold by Penntek required to repair or replace the defective or failed part(s) of the Penntek System involved. Labor costs for such repair or replacement are not covered, unless (a) such defective or failed part(s) is or are subject to a recall ordered by Penntek and (b) Penntek determines that Installation Error played no part in such defect or failure. As determined by Penntek, such Authorized Components provided will be of (i) substantially equal or (ii) greater value and quality than what was used originally. The remedy described in this Warranty is the sole and exclusive remedy for claims under this Warranty.

5. LIMITATIONS: THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, EACH IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS. ANY WARRANTY THAT IS FOUND TO ARISE BY WAY OF FEDERAL OR STATE LAW IS LIMITED TO AND DOES NOT EXTEND BEYOND THE SCOPE AND DURATION OF COVERAGE AS SET FORTH IN THIS WARRANTY. EACH ACTION FOR BREACH OF WARRANTY MUST BE BROUGHT NO LATER THAN TEN (10) DAYS AFTER THE APPLICABLE COVERAGE PERIOD. IN NO CASE SHALL PENNTEK BE LIABLE FOR ANY OR ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES OF ANY KIND FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY. THIS WARRANTY DOES NOT COVER LOSS OF USE OF ANY OR ALL OF THE AREA WHERE THE PENNTEK SYSTEM WAS APPLIED. No agent, representative or employee of any or all of Penntek and each Authorized Penntek Installer has the authority to alter the terms and conditions of this Warranty.

6. Warranty Claims: In the event that you have a warranty claim, it must be made in writing within thirty (30) days after the basis for such claim has or reasonably should have been detected and no later than ten (10) days after the end of the Applicable Coverage Period. To make a claim, the Owner(s) must complete a warranty form by (a) online submission to Warranty@penntekcoatings.com or (b) paper copy sent to: Penntek Industrial Coatings, LLC, Attn: Warranty Department, 7580 Lakeville Blvd., Lakeville, MN 55044.

7. Legal Remedies: This Warranty, as well as any and all claims or causes of action arising out of or relating to this Warranty (regardless whether in contract or tort or by statute), shall be governed by and interpreted under the substantive and procedural laws of the State of Minnesota without regard to that state's conflicts of laws provisions, except that, to the extent otherwise applicable, the United Nations Convention for the International Sale of Goods does not apply. The written notice of claim and the repair or replacement remedy described in this Warranty must be made or completed prior to initiating any action to seek legal or equitable remedies for breach of this Warranty or any implied warranties. Any action for breach of this Warranty or any implied warranty must be commenced no later than ninety (90) days after the Applicable Coverage Period. Legal disputes relating to this Warranty or an alleged breach of any or all of this Warranty, implied warranties or representations by Penntek of any kind must be litigated at the trial level as a bench trial in state court in Apple Valley, Minnesota or federal court in Minneapolis, Minnesota, **as the Owner(s) and Penntek hereby waive trial by jury.** The right of the Owner(s) to participate as a class member or members in any class action lawsuit brought against Penntek regarding any alleged defect or performance failure regarding all or any part(s) of the Penntek System is expressly waived. Any authorization or performance of repairs, attempt to resolve a complaint or filing of a claim under this Warranty will not (a) constitute a waiver of Penntek's rights or (b) extend (i) the Applicable Coverage Period or (ii) when Owner(s) must commence an action to enforce any breach of warranty or other claim, unless prohibited by state law. The interpretation of this Warranty by Penntek will control.



8. Acceptance of Terms: By registration of this Warranty, other performance or the acceptance of performance under this Warranty, the Owner(s) accept the terms and conditions of this Warranty.

9. Modification: If, in the view of Penntek, applicable law contains or may contain any requirement(s) or other provision(s) that is or are contrary to, in conflict with or missing from any provision(s) or part(s) thereof in this Warranty (collectively, the ***“Identified Provisions”***), Penntek, at any time, may elect by notice from Penntek to the Owner(s) (effective upon receipt thereof or as otherwise designated by Penntek therein) that such requirement(s) or provision(s) be deleted from, substituted for or added to the Identified Provisions to the minimum extent necessary in the opinion of Penntek to address the issue(s).

10. Information: The following is to be completed by the Authorized Penntek Installer on or about the Installation Date:

<u>Information regarding the Owner(s)</u>	<u>Authorized Penntek Installer Information</u>
Name(s): _____	Name: _____
Installation Address: _____	Address: _____
Customer Email Address: _____	_____
Installation Date: _____ Area Coated: _____	
Color: _____	
Condition: _____ Air Temp.: _____	
Total Sq. Ft.: _____ Verticals: _____ Stairs: _____	
Mender A: _____ Base A: _____	
Top A: _____ Flake Lot: _____	
Mender B: _____ Base B: _____	
Top B: _____ Flake Lot: _____	
Additional Info:	

061423/127340346.4

Prepared for: East Bethel Attn: Jeff Cielocha 2375 221st Ave NE East Bethel, MN 55011 jeff.cielocha@ci.east-bethel.mn.us (612) 685-1784	July 25, 2025	No. 2720
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
General Commercial Space	\$10,361.25
Item: General Commercial Space Quantity: 1 Measurement: 1535 (sq. ft.) Additional Properties: 1. Color: TBD 2. Texture: Shark Bite (Normal Texture) Notes:	
General Commercial Repairs	\$1,926.00
Item: General Commercial Repairs Quantity: 1 Addons: 1. 1 Removal (1)(s) Measurement: 963 (sq. ft.)	
Indoor/Commercial Ad-Ons	\$2,415.00
Item: Indoor/Commercial Ad-Ons Quantity: 1 Addons: 1. 1 Verticals: 0-6 inch(s) Measurement: 345 (ln. ft.) 2. 1 2nd Topcoat(s) Measurement: 1535 (sq. ft.)	

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: \$14,702.25

Discount: \$1,623.73

Grand Total: **\$13,078.52**

Coating Includes Penntek Limited Lifetime Warranty (See Attached. Full Completed Warranty Will Be Issued Upon Project Completion)

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.
- 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

LIFETIME COMMERCIAL WARRANTY

To receive the benefits of this Lifetime Commercial Warranty (this “*Warranty*”), you must, no later than thirty (30) days after the Installation Date, complete and submit a warranty registration form at <https://form.jotform.com/210206985154151>. Such registration is a condition precedent to coverage under this Warranty, and the failure to do so will cause the loss of such benefits, but not the exclusions and limitations in this Warranty.

1. The Lifetime Coverage Period: Subject to the terms and conditions of this Warranty, Penntek Industrial Coatings, LLC (“*Penntek*”) warrants to the Owner(s) of the industrial or commercial premises where a Penntek Coating System (the “*Penntek System*”) is installed (the “*Location*”) that, beginning on the date of completion of such installation (the “*Installation Date*”) and continuing until the sooner to occur of (a) the life of the period after the Installation Date and before any ownership interest(s) in the Location is or are transferred other than as expressly permitted by this Warranty or (b) the end of:

- The lifetime of the Owner(s) (the “*Lifetime Coverage Period*”), the Penntek Polyaspartic Topcoats (individually and collectively, the “*Penntek Topcoats*”), if and as used as part of in the Penntek System, will not discolor due to ultraviolet (UV) exposure from the sun, except for typical changes, oxidation or weathering of the Penntek Topcoats due to the passage of time under normal atmospheric conditions and
- The five (5) year period from the Installation Date (the “*General Coverage Period*”), the Penntek System will be free from defects that result in peeling, blistering, chipping or other forms of delamination beyond normal wear and tear (collectively, “*Delamination Damage*”).

2. Parameters: During the Lifetime Coverage Period and the General Coverage Period (as relevant, individually, the “*Applicable Coverage Period*”), this Warranty covers the Penntek Topcoats and the Penntek System when installed and is subject to the exclusions and limitations described in this Warranty, including without limitation, that, except as expressly provided herein, this Warranty cannot be transferred or assigned.

3. Certain Definitions: As used in this Warranty: (a) the “*Owner(s)*” (i) means or refers to the owner(s) in fee simple of the Location on the Installation Date, unless the entire ownership of the Location is transferred no later than twelve (12) months after the Installation Date, then the first immediately subsequent owner(s) in fee simple of the Location become(s) the Owner(s) and (ii) may consist of (A) one natural person, (B) more than one natural person, (C) a combination of one or more natural persons and one or more corporations, limited liability companies, partnerships, trusts or anything else so designated by Penntek (in the singular, “*entity*” and in the plural, “*entities*”) or (D) one or more entities; (b) the “*lifetime of the Owner(s)*” means with respect to the situation described in: (i) Section 3(a)(ii)(A) of this Warranty, the lifetime of that natural person; (ii) Section 3(a)(ii)(B) hereof, the earliest lifetime of a natural person who has an ownership interest in the Location or (iii) Sections 3(a)(ii)(C) or 3(a)(ii)(D) hereof, the sooner to occur of (A) the dissolution (or substantive equivalent as determined by Penntek) of the entity or any entity included as the Owner(s) or (2) the earliest lifetime of a natural person who has a direct or indirect ownership interest in the Owner(s) or is a direct or indirect beneficiary of a trust that is one of the Owner(s); and (c) “*Penntek Coating System*” or the “*System*” means the combination of chemical and other components (which may include without limitation concrete preparation and repair products, basecoat, chips and topcoats) expressly specified, authorized or approved in writing by or sourced from Penntek (and approved by Penntek for such application) (individually and collectively, “*Authorized Components*”) (i) as installed or used in such installation at the Location by a dealer expressly authorized by Penntek for such purpose (“*Authorized Installing Penntek Dealer*” or “*Authorized Penntek Installer*”) or (ii), in the case of maintenance only, as performed by an Authorized Installing Penntek Dealer or any other(s), provided that such installation or maintenance conforms to the instructions or direction expressly provided or expressly authorized by Penntek (as well as other good preparation, installation and maintenance practices).

4. Exclusions: Each of the following is expressly excluded from this Warranty:

- Damage (including without limitation Delamination Damage) caused by or resulting from in whole or in part any or all of the following: (a) physical abuse to or misuse of the Penntek System (such as, but not limited to, (i) excessive weight or wear for typical industrial or commercial use or (ii) dragging or dropping one or more heavy objects); (b) accidents, fire or acts of God (including without limitation floods, tornadoes, hurricanes, earthquakes or other weather-related events) causing such things as, but not limited to, discoloration, staining, fading, excessive wear, scratching, marring, dents, gouges, tears, scuffs, cuts or similar results; (c) atypical industrial or commercial use (such as, but not limited to, application in excessive moisture environments (including without limitation underwater or standing water)); (d) cracks; (e) modifications or alterations of either chemical or physical characteristics (including, but not limited to, substituting one or more components not expressly approved in writing by or not sourced from Penntek (and approved by Penntek for such application) (individually and collectively, “*Unauthorized Components*”) for any or all Authorized Components or mixing Unauthorized Components with Authorized Components); (f) exposure to corrosive materials (including but not limited to brake fluid and battery acid); (g) repair or service of the Penntek System not performed by an Authorized Penntek Installer; (h) temperature extremes (including without limitation heat beyond original intended use); or (i) shifting or settling of the surface receiving the basecoat (“*substrate*”), base, subbase, subgrade or foundation;

- Damage caused by (a) alkali, hydrostatic pressure, efflorescence, mold, mildew or excessive moisture in concrete or its base, subbase or subgrade or (b) defective or compromised concrete or its base, subbase or subgrade or other deterioration thereof (including without limitation exposed concrete reinforcement causing rust);
- Discoloration, fading, staining or other adverse effects caused by, but not limited to, dyes, inks, contact with synthetic or rubber products (such as, but not limited to (a) soft tires, (b) tire shine, scuffs or burnout or (c) floor mats that mark), rust (whether from vehicles or otherwise), misuse of maintenance products or use of maintenance products not expressly specified, authorized or approved in writing by or sourced from Penntek (and approved by Penntek for such application), other improper maintenance, contaminants, spills and tracked-in matter, including, but not limited to, asphalt, resins and driveway sealers;
- Defects caused by any or all improper (a) preparation product or coating choice, (b) substrate, base, subbase, subgrade or other surface choice or preparation and (c) installation or other application, including without limitation (i) the failure to install one or more coatings of appropriate type, depth or thickness (including, but limited to, the failure to install two (2) layers of the Penntek Topcoats) or (ii) the substrate not having any or all of the following: (A) a profile of twenty (20) to thirty (30) grit, (B) a neutral pH of seven (7) and (C) a moisture vapor transmission that exceeds five and one-half percent (5.5%) using Tramex CME 4 moisture meter tests (individually and collectively, such improper conduct is "**Installation Error**");
- Differences in appearance between the Penntek System as (a) originally installed or as repaired and (b) the area(s) subsequently repaired; and
- Use of Penntek substrate preparation or substrate repair products without the more or less contemporaneous application of the other parts of the Penntek System.

4. Exclusive Remedy: For the Penntek Topcoats or the Penntek System determined by Penntek to be defective or to have failed under the conditions covered by this Warranty within the Applicable Coverage Period, Penntek will provide free of charge to an Authorized Penntek Installer designated by Penntek the Authorized Components sold by Penntek required to repair or replace the defective or failed part(s) of the Penntek System involved. Labor costs for such repair or replacement are not covered, unless (a) such defective or failed part(s) is or are subject to a recall ordered by Penntek and (b) Penntek determines that Installation Error played no part in such defect or failure. As determined by Penntek, such Authorized Components provided will be of (i) substantially equal or (ii) greater value and quality than what was used originally. The remedy described in this Warranty is the sole and exclusive remedy for claims under this Warranty.

5. LIMITATIONS: THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, EACH IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS. ANY WARRANTY THAT IS FOUND TO ARISE BY WAY OF FEDERAL OR STATE LAW IS LIMITED TO AND DOES NOT EXTEND BEYOND THE SCOPE AND DURATION OF COVERAGE AS SET FORTH IN THIS WARRANTY. EACH ACTION FOR BREACH OF WARRANTY MUST BE BROUGHT NO LATER THAN TEN (10) DAYS AFTER THE APPLICABLE COVERAGE PERIOD. IN NO CASE SHALL PENNTEK BE LIABLE FOR ANY OR ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES OF ANY KIND FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY. THIS WARRANTY DOES NOT COVER LOSS OF USE OF ANY OR ALL OF THE AREA WHERE THE PENNTEK SYSTEM WAS APPLIED. No agent, representative or employee of any or all of Penntek and each Authorized Penntek Installer has the authority to alter the terms and conditions of this Warranty.

6. Warranty Claims: In the event that you have a warranty claim, it must be made in writing within thirty (30) days after the basis for such claim has or reasonably should have been detected and no later than ten (10) days after the end of the Applicable Coverage Period. To make a claim, the Owner(s) must complete a warranty form by (a) online submission to Warranty@penntekcoatings.com or (b) paper copy sent to: Penntek Industrial Coatings, LLC, Attn: Warranty Department, 7580 Lakeville Blvd., Lakeville, MN 55044.

7. Legal Remedies: This Warranty, as well as any and all claims or causes of action arising out of or relating to this Warranty (regardless whether in contract or tort or by statute), shall be governed by and interpreted under the substantive and procedural laws of the State of Minnesota without regard to that state's conflicts of laws provisions, except that, to the extent otherwise applicable, the United Nations Convention for the International Sale of Goods does not apply. The written notice of claim and the repair or replacement remedy described in this Warranty must be made or completed prior to initiating any action to seek legal or equitable remedies for breach of this Warranty or any implied warranties. Any action for breach of this Warranty or any implied warranty must be commenced no later than ninety (90) days after the Applicable Coverage Period. Legal disputes relating to this Warranty or an alleged breach of any or all of this Warranty, implied warranties or representations by Penntek of any kind must be litigated at the trial level as a bench trial in state court in Apple Valley, Minnesota or federal court in Minneapolis, Minnesota, **as the Owner(s) and Penntek hereby waive trial by jury.** The right of the Owner(s) to participate as a class member or members in any class action lawsuit brought against Penntek regarding any alleged defect or performance failure regarding all or any part(s) of the Penntek System is expressly waived. Any authorization or performance of repairs, attempt to resolve a complaint or filing of a claim under this Warranty will not (a) constitute a waiver of Penntek's rights or (b) extend (i) the Applicable Coverage Period or (ii) when Owner(s) must commence an action to enforce any breach of warranty or other claim, unless prohibited by state law. The interpretation of this Warranty by Penntek will control.



8. **Acceptance of Terms:** By registration of this Warranty, other performance or the acceptance of performance under this Warranty, the Owner(s) accept the terms and conditions of this Warranty.

9. **Modification:** If, in the view of Penntek, applicable law contains or may contain any requirement(s) or other provision(s) that is or are contrary to, in conflict with or missing from any provision(s) or part(s) thereof in this Warranty (collectively, the **"Identified Provisions"**), Penntek, at any time, may elect by notice from Penntek to the Owner(s) (effective upon receipt thereof or as otherwise designated by Penntek therein) that such requirement(s) or provision(s) be deleted from, substituted for or added to the Identified Provisions to the minimum extent necessary in the opinion of Penntek to address the issue(s).

10. **Information:** The following is to be completed by the Authorized Penntek Installer on or about the Installation Date:

<u>Information regarding the Owner(s)</u>	<u>Authorized Penntek Installer Information</u>
Name(s): _____	Name: _____
Installation Address: _____	Address: _____
Customer Email Address: _____	_____
Installation Date: _____ Area Coated: _____	
Color: _____	
Condition: _____ Air Temp.: _____	
Total Sq. Ft.: _____ Verticals: _____ Stairs: _____	
Mender A: _____ Base A: _____	
Top A: _____ Flake Lot: _____	
Mender B: _____ Base B: _____	
Top B: _____ Flake Lot: _____	
Additional Info:	

061423/127340346.4

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



Date: July 28, 2025

Agenda Item Number: 8.0 G.1

Agenda Item: Approve Purchase Agreement for 1347 Sims Rd Property

Background Information: Request to approve the purchase agreement for 1347 Sims Road at an amount of \$260,000 less \$25,000 for failed septic system. Staff has successfully negotiated an agreement (pending council approval) with the seller to acquire 1.83 acres on the corner of Sims and Highway 65, pin # 08-33-23-34-00002.

EDA directed staff to research the purchase agreement on 5/19/25. Future plans are to extend water treatment, water tower and piping that will be located in close proximity to this property. The current land use is residential and is grandfathered in until the use changes. Given the future city service changes, the ownership of this property will allow the city to take an active role in economic development along the corridor. Once a purchase agreement is signed, the city will have 30 days to get a survey done, a phase one analysis of soils and preparation for acquisition.

Recommendation: City Council should review the attachments, and consider approving the receipt of grant dollars.

Attachments:

1. Resolution 2025-45
2. Location Map
3. Purchase Agreement

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

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

RESOLUTION NO. 2025-45

A RESOLUTION **AUTHORIZING THE PURCHASE** OF REAL PROPERTY AT 1345 SIMS RD NE (PIN 03-33-23-34-0002), LEGALLY DESCRIBED AS:

THAT PRT OF SE1/4 OF SW1/4 SEC 8 T33 R23 DESC AS FOL: BEG AT SE COR OF SD ¼, ¼ TH N ON E LINE THEREOF 363 FT, TH W PRILL/W S LINE OF SD ¼,1/4,363 FT, TH S PRILL/W SD E LINE TO SD S LINE, THE E ALG SD S LINE TO POB; EX RD; SUBJ TO EASE OF REC

WHEREAS, Economic Development Authority directed staff to begin negotiations with the land owner/agent for potential purchase at 1345 Sims Rd NE on May 19, 2025; and,

WHEREAS, the City of East Bethel has negotiated a tentative offer with a willing seller contingent on City Council approval.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the purchase of real property identified above, upon review of the attorney and signatures of the Mayor and City Administrator.

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

CITY OF EAST BETHEL

Ardie Anderson, Mayor

ATTEST:

Matt Look, City Administrator



Parcel Layer: 1347 SIMS RD NE

[Tax Link](#)
Property ID: 08-33-23-34-0002
Address: 1347 SIMS RD NE
City: EAST BETHEL
State: MN
Zip Code: 55011
Plat Name:
Estimated Acres: 1.83
Commissioner: JULIE BRAASTAD
Watershed District: UPPER RUM RIVER WMO
School District: 15
Elementary Attendance Area: CEDAR CREEK
ELEMENTARY
Middle School Attendance Area: ST FRANCIS
MIDDLE SCHOOL
High School Attendance Area: ST. FRANCIS
HIGH SCHOOL
Owner: MICKELSON, CHARLES W
Owner Address: 22272 COUNTY RD 75 NW
Owner City: BIG LAKE

[Zoom to](#) ...

CONTINGENT PURCHASE AGREEMENT

***SUBJECT TO THE APPROVAL OF
CITY COUNCIL
FOR THE CITY OF EAST BETHEL, STATE OF MINNESOTA**

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of July ____, 2025 (the “**Effective Date**”), by and between Verna Mae Mickelson, a widowed woman (“**Seller**”), and THE CITY OF EAST BETHEL, a municipal corporation and political subdivision, a body corporate and politic (“**Buyer**”). Seller and Buyer are sometimes referred to collectively herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. Seller is the owner of certain real property located in East Bethel, Minnesota, legally described on Exhibit A attached hereto.

B. The Parties desire by this Agreement, and on the terms and conditions hereof, to provide for the sale of the Property (as hereinafter defined) from Seller to Buyer.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following respective meanings:

Business Day. A day other than any Saturday, Sunday, or day upon which national banks in the City of East Bethel, Minnesota are not open for general banking business.

Due Diligence Period. The period commencing on the Effective Date and expiring at 11:59 p.m. on the first Business Day that is sixty (60) days thereafter. Buyer may extend the Due Diligence Period for a period of fifteen (15) days on or before the date that is at least ten (10) days’ prior to the expiration of the initial Due Diligence Period by (1) depositing in escrow the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (together with all interest accrued thereon, the “**Extension Earnest Money Deposit**”) with the Escrow Agent and (2) on the same date delivering by written notice to Seller notice of intent to extend the Due Diligence Period, and identifying with detail each remaining or outstanding Due Diligence Period matter to be undertaken.

Environmental Reports. The Existing Environmental Reports and the New Environmental Reports, collectively.

Escrow Agent. Land Title, Inc.

Hazardous Material. Any substance, chemical, waste, contaminant, pollutant or other material that is or becomes regulated by any federal, state, or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity, including, without limitation, those substances regulated by the Hazardous Waste Laws.

Hazardous Waste Laws. The Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. § 7401 et seq.; or any other federal, state, local or other governmental statute, regulation, law or ordinance related to pollution or the release into the environment or disposal of solid or hazardous waste or hazardous substances.

Improvements. All buildings, structures, fixtures and improvements on, over or under the Land, including but not limited to heating, ventilating and air conditioning systems, fire protection systems, electrical equipment, plumbing, and elevators within any building on the Land.

Land. Certain real property located in East Bethel, Minnesota, legally described on Exhibit A attached hereto, together with all rights, entitlements, benefits, permits, approvals, and licenses that pertain exclusively thereto.

Lease. Any agreement permitting in any manner the possession or use of the Land for any period of time as of the Effective Date or thereafter.

Limited Warranty Deed. A limited warranty deed from Seller conveying the Land to Buyer subject only to the Permitted Exceptions in the form attached hereto as Exhibit D.

New Environmental Reports. Any reports, investigations or assessments of the Property with respect to Hazardous Waste Laws, the presence of Hazardous Material, or other environmental matters, that are prepared or authorized by Buyer.

Owner's Policy. An owner's policy of title insurance issued to Buyer by the Title Company at Closing and insuring Buyer's title to the Real Property.

Permitted Exceptions. All matters set out on Exhibit E attached hereto, together with all matters reflected on or revealed by the Title Commitment or the Survey that Seller has not agreed in writing to cure (other than any deeds of trust, mortgages, judgment liens or security agreements arising by, through or under Seller, all of which Seller shall cause to be removed at or prior to Closing); together with any items that Seller agreed to cure but was unable to cure (and Buyer elected to close despite such items not being cured) and any items that are deemed to become Permitted Exceptions pursuant to Section 5.4.1.

Personal Property. All of the personal property and equipment, excluding Improvements, currently located upon the Land. On or before the Closing Date all of Seller's Personal Property shall be removed by Seller and at Seller's expense from the Real Property.

Plans. All blueprints, shop drawings, surveys, studies, plans and specifications regarding the Real Property and Plans and Records related to the operation of the Property owned by Seller that are in the possession of or readily available to Seller or its agents.

Property. The Real Property.

Real Property. The Land and the Improvements, collectively.

Records. All records regarding the Real Property that are in possession of the Seller or readily available to Seller, including all Leases, inspection reports, well and water testing reports, correspondence from the city or county or any governmental agency or entity, flood zone certifications, title work, surveys, deed restrictions, utility commitments, warranties, federal and state tax records, financial, balance sheets, income statements, and expenses.

Survey. ALTA/NSPS Land Title Survey of the Property, prepared by a registered surveyor acceptable to Buyer and certified as of the date after the Effective Date to Buyer and the Title Company. The Survey shall be certified by a registered surveyor, showing property boundaries, easements of record and other easements known to the surveyor, all wells, all utility lines serving the Property, encroachments, access to and from the Property, area of the Property and shall otherwise comply with the requirements set forth in "Minimum Standard Requirements for ALTA/NSPS Land Title Surveys" jointly established by ALTA and NSPS.

Title Commitment. "Title Commitment" means a commitment for an ALTA Form 2021, or its equivalent, policies of owner's and lender's title insurance issued by the Title Company, currently certified to include proper searches covering bankruptcies, state and federal judgments and tax liens, real estate taxes, levied and pending special assessments, and other matters customarily provided for in commercial property title insurance commitments, committing to insure marketable fee simple title to the Property in Buyer and including legible copies of Schedule B documents and will commit the Title Company to insure title to the Property at Closing subject only to the Permitted Encumbrances.

Title Company. Land Title, Inc.

Title Evidence. Collectively, the Title Commitment and the Survey.

2. Sale. Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property.
3. Purchase Price. The purchase price for the Property shall be Two Hundred Thirty-Five Thousand and No/100_ Dollars (\$235,000.00) (the "**Purchase Price**"), payable by Buyer to Seller as follows:

- 3.1 Ten Thousand and No/100 Dollars (\$10,000.00), in immediately available funds (together with all interest accrued thereon, the “**Deposit**”), delivered to Escrow Agent within five (5) Business Days after the Effective Date, to be held by the Escrow Agent in escrow in accordance with the terms of this Agreement, and paid to Seller at Closing; and
- 3.2 Ten Thousand and No/100 Dollars (\$10,000.00), in immediately available funds (together with all interest accrued thereon, as applicable) representing the Extension Earnest Money Deposit, if made by Buyer to extend the initial Due Diligence Period in accordance with the terms hereof.
- 3.3 The balance of the Purchase Price (subject to any other adjustments as provided for by this Agreement) by wire transfer to Seller of immediately available funds on the Closing Date.

4. Closing.

4.1 Closing Date. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall occur, in escrow, on the first Business Day that is thirty (30) days after the expiration of the Due Diligence Period, or such earlier date as the parties hereto may agree in writing (such date, or such earlier date, the “**Closing Date**”). The Closing shall occur at the offices of the Title Company, remotely, via overnight mail and e-mail, or at such other location or via such other method as the Parties hereto may agree in writing.

4.2 Closing Procedure. At the Closing:

4.2.1 Buyer shall deliver to Seller, in addition to any other items required by this Agreement, the following, duly executed and acknowledged by Buyer as applicable:

- (a) the balance of the Purchase Price, plus or minus any closing adjustments provided for in this Agreement, by wire transfer;
- (b) a closing statement; and
- (c) such other documents as may be reasonably and customarily required by the Title Company or the Escrow Agent in connection with the transaction contemplated by this Agreement.

4.2.2 Seller shall deliver to Buyer, in addition to any other items required by this Agreement, the following, duly executed and acknowledged by Seller as applicable:

- (a) the Limited Warranty Deed;
- (b) a non-foreign transferor certification pursuant to Section 1445 of the Internal Revenue Code;

- (c) a closing statement;
- (d) a seller's affidavit, in the form attached hereto as Exhibit F;
- (e) original copies of all Leases and contracts and assignments respecting the Property, if any;
- (f) evidence sufficient to Buyer and the Title Company of the proper appointment of Pamela R. Notch as power attorney for Seller in connection with the sale of the Property to Buyer with authority to execute all required documentation on behalf of Seller to consummate the transaction contemplated by this Agreement;
- (g) Estoppel Certificates in form acceptable to Buyer from the tenants under any Leases, see Exhibit B (if applicable); and
- (h) an Assignment of any Leases, licenses and contracts identified on Exhibit B (if applicable).

4.3 Possession. Subject only to the Permitted Exceptions, Seller shall deliver exclusive possession of the Property to Buyer on the Closing Date (except in the event of condemnation or casualty in which case the provisions of Sections 7 or 8 will control), and all of Seller's Personal Property shall have been removed from the Property by Seller.

4.4 Closing Costs.

4.4.1 Seller shall pay:

- (a) Recording fees for any documents used to cure title exceptions that Seller agrees in writing to cure pursuant to Section 5.4 below;
- (b) Transfer taxes payable in connection with the recording of the Limited Warranty Deed;
- (c) One-half of any escrow or closing fee charged by the Escrow Agent; and
- (d) The search and exam fees charged by Title Company to prepare the Title Commitment.
- (e) The Broker fees described in Section 9 below.

4.4.2 Buyer shall pay:

- (a) The cost of the premium for the Owner's Policy (including any endorsements thereto) for the title insurance;

- (b) Recording fees for the Limited Warranty Deed;
- (c) The costs associated with Buyer's Due Diligence and the preparation of any Environmental Reports other than the Existing Environmental Reports; and
- (d) One-half of any escrow or closing fee charged by the Title Company.

(e) The cost of any repair or upgrade to the septic system serving the Property required to bring the septic system up to code, if required by the County of Anoka prior to the sale of the Property. All other closing costs shall be allocated between Seller and Buyer in accordance with the customary practice for similar transactions in Anoka County, Minnesota, provided Buyer shall be responsible for all of its expenses in connection with its due diligence of the Property except as expressly provided in this Agreement.

4.5 Prorations.

4.5.1 Taxes and Special Assessments. Seller shall pay all special assessments levied and pending with respect to the Property as of the Closing Date. All real estate taxes due and payable in the year during which Closing occurs shall be prorated between Seller and Buyer as of the Closing Date. To the extent such taxes and special assessments are not known, on the Closing Date real estate taxes and special assessments will be prorated based upon real estate taxes and special assessments due and payable with respect to the Property for the immediately preceding tax year and shall be reconciled within thirty (30) days after issuance of final tax bills at the request of either party. Buyer shall be responsible for all real estate taxes and installments of new special assessments first arising after the Closing Date due and payable with respect to the Property from and after Closing.

4.5.2 Other Prorations. A proration of all expenses with respect to the Property shall be made as of the Closing Date, with Seller being obligated to pay expenses relating to the period before the Closing Date and with Buyer being obligated to pay expenses relating to the period including the Closing Date and thereafter. In the event that any item of expense (other than real estate taxes and special assessments) cannot be determined as of the Closing Date, a proration shall be made based on the Parties' best estimate of such item, and an appropriate payment shall be made from Seller to Buyer or from Buyer to Seller when such item is finally determined.

5. Title; Correction of Title.

5.1 Title Commitment. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer the Title Commitment. Seller shall be responsible for the cost of search and exam fees to update the Title Commitment, but any endorsements or changes to the Title Commitment shall be at Buyer's expense.

5.2 Plans and Records. Within ten (10) Business Days after the Effective Date, Seller shall deliver to Buyer a copy the Plans and Records.

5.3 Survey. Within thirty (30) days after issuance of the Title Commitment, Buyer, at its expense, will have obtained the Survey of the Property

5.4 Examination of the Title Evidence.

5.4.1 Buyer may examine the Title Evidence and make objections related thereto within thirty (30) days after receipt of the last of Buyer's updates to the Title Commitment and the Survey. If Buyer fails to deliver timely objections, Buyer shall be deemed to have waived its right to object to any matters appearing in the Title Evidence and all such matters shall be deemed to be Permitted Exceptions. If Buyer makes any objections to the Title Evidence, Seller shall have the right, but not the obligation, to cure any such objection. Seller shall notify Buyer whether Seller elects to cure any title objections within seven (7) days of its receipt of such title objections. Seller's failure to deliver to Buyer such notice shall be deemed an election not to cure any such objections. If Seller elects to cure any such objection, Seller shall have the right to delay the Closing Date, if necessary, for a reasonable period of time to cure such objections, but in any event, Seller may not delay the Closing Date beyond a date mutually acceptable to both Parties. If Seller elects in writing to cure any such objection within such reasonable period of time, and fails to so cure, Buyer shall have the option to terminate this Agreement and receive a return of the Deposit by written notice or waive the objection and proceed to Closing without adjustment of the Purchase Price. Upon correction of title or waiver of the matters Seller agreed in writing to cure, Closing shall be held on the date occurring ten (10) days after the date title objections are cured or waived.

5.4.2 If, after the effective date of the Title Commitment and prior to Closing, the Title Company updates the Title Commitment to include additional exceptions to title not noted on the original Title Commitment which arise after such effective date, that are not as a result of any Buyer activities and which materially impact the marketability of title to the Property, Buyer may terminate this Agreement (and shall be entitled to a return of the Deposit) within ten (10) days of receiving notice of such additional exceptions if Seller does not elect in its sole discretion to cure such additional exceptions within a reasonable period of time after receiving

notice of such additional exceptions. If Seller elects in writing to cure any such objection based on an additional exception within such reasonable period of time, and fails to so cure, Buyer shall have the option to terminate this Agreement and receive a return of the Deposit by written notice or waive the objection and proceed to Closing without adjustment of the Purchase Price.

6. Buyer's Contingencies.

6.1 City Council Approval. Buyer's obligations under this Agreement are contingent upon the City Council approving this transaction held at a regularly scheduled meeting. Buyer agrees to use all reasonable efforts to present this Agreement to the City Council's within thirty (30) days from the Effective Date. If the City Council does not approve this Agreement within 30 days from the Effective Date, then this Agreement will be automatically null and void and the Parties will have no further obligations hereunder.

6.2 Environmental; Physical Condition of the Property; Buyer's Right of Entry. Seller shall deliver to Buyer copies of Existing Environmental Reports within 10 days of the Effective Date. Except as provided in Section 10.1 below, Seller makes no representation or warranty as to the accuracy or completeness of the Environmental Reports or any other documents delivered by Seller or its representatives, and Buyer hereby acknowledges that it will not rely on Seller with respect to the Environmental Reports or other documents but will rely solely on its own investigations.

Buyer shall have the right during the Due Diligence Period to enter onto the Property during normal business hours to make such additional inspections and perform such additional testing as Buyer deems reasonable and prudent to determine the physical condition of the Property, including, without limitation, the environmental condition of the Property (including a Phase I and Phase II environmental report performed by Buyer's environmental consultant). All such inspections and tests shall be conducted at Buyer's sole cost and expense in a manner that will minimize disruption of Seller's uses on the Property. Buyer will not perform any "Phase II" or other invasive testing at the Property unless Buyer obtains advance written consent from Seller to perform such investigation or testing, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall repair any damage to the Property as a result of its inspections and this obligation to repair shall survive the termination of this Agreement. Buyer agrees to provide Seller with at least three (3) Business Days advance notice prior to entering onto the Property and Seller shall have the right to have a representative present. At Seller's option, Buyer shall provide Seller with copies of all reports or other written materials relating to all such inspections and testing.

6.3 Termination. During the Due Diligence Period, if Buyer determines in Buyer's sole and absolute discretion that the Property is not satisfactory to Buyer, then

Buyer shall have the right, upon written notice (“**Termination Notice**”) to Seller to terminate this Agreement, whereupon Seller and Buyer shall automatically be relieved of further liability or obligation hereunder (except for any obligations that expressly survive termination) without the need for any further notice and Escrow Agent shall return the Deposit to Buyer, and the Extension Earnest Money Deposit, if applicable, shall be remitted to Seller. Buyer may deliver the Termination Notice any time during the Due Diligence Period. If the Agreement is presented to the East Bethel City Council and the City Council does not approve this Agreement, Buyer will deliver a Termination Notice. If City Council approves the Purchase Agreement and Buyer elects to terminate this Agreement prior to the expiration of the Due Diligence Period, then Buyer must deliver the Termination Notice within one business day after the expiration of the Due Diligence Period otherwise Buyer shall be deemed to have elected to proceed to Closing and the Deposit, and the Extension Earnest Money Deposit if applicable, will then be non-refundable, except in the event of Seller’s default, but applicable to the Purchase Price at Closing.

7. Condemnation. If any portion of the Property is taken or threatened (in writing by an applicable government authority) to be taken by eminent domain or condemnation, Seller shall provide immediate notice to Buyer, and provided such portion of the Property is, in Buyer’s reasonable judgment, so significant as to materially impair the use and enjoyment of the Property for Buyer’s intended use if and when taken, Buyer may (a) terminate this Agreement by notice to Seller given on or before the date that is ten (10) Business Days after Buyer receives such notice (or the Closing Date, whichever is sooner), and, in the event of such termination, this Agreement will be of no further effect, the Deposit shall be paid to Buyer, and neither party will thereafter have any further obligation under this Agreement, except for those obligations which expressly survive termination, or (b) proceed to Closing without abatement of or reduction in the Purchase Price, and Seller will assign and transfer to Buyer on the Closing Date all of Seller’s right, title and interest in and to all condemnation awards paid or payable to Seller with respect to the Property, less Seller’s reasonable expenses of prosecuting such condemnation claim. Seller will have no obligation to repair or restore any damage caused by condemnation or to prosecute any condemnation claim. Buyer and Seller shall cooperate to adjust or settle any condemnation claim with respect of the Property.
8. Damage or Destruction. If the Property or any part thereof is damaged by fire or other casualty prior to the Closing Date which would cost in excess of \$100,000 to repair (as determined by Seller and Buyer in good faith), and Seller does not (at its election in its sole and absolute discretion) agree to repair such damage in excess of \$100,000 in a period of time, Buyer may terminate this Agreement by written notice to Seller given on or before the Closing Date. In the event of such termination, this Agreement will be of no further effect, the Deposit shall be paid to Buyer, and neither Party will thereafter have any further obligation under this Agreement, except for any obligations which expressly survive termination. If Buyer does not elect to terminate this Agreement, then the Closing will take place as herein provided without abatement of or reduction in the Purchase Price. If the Property or any part thereof is damaged by fire or other casualty after expiration of the Due Diligence Period and prior to the Closing Date which would

cost \$100,000 or less to repair (as determined by Seller and Buyer in good faith), Buyer will not have the right to terminate its obligations under this Agreement by reason thereof or to any reduction in the Purchase Price and the Closing will take place as herein provided, but Seller will assign and transfer to Buyer on the Closing Date all of Seller's right, title and interest in and to all insurance proceeds paid or payable to Seller on account of any such fire or casualty, less such portion as may have been applied to restoration prior to the Closing Date. Buyer does not bear the risk of loss to the Property prior to Closing. Seller shall have no obligation to repair or restore any damage caused by fire or casualty.

9. Real Estate Commissions. Seller represents and warrants to Buyer that except for Shaun Jackson of Calhoun Companies ("**Broker**"), which represented Seller in connection with this transaction, Seller has not entered into any contract or agreement with any broker, finder, or other party, in connection with this transaction, and that Seller has taken no action which could result in any broker's, finder's, or other fee or commission being payable to any party with respect to the transaction contemplated hereby. Seller agrees to indemnify and hold harmless the Buyer from any claim by any broker, finder or other party for a fee or commission. Seller is solely responsible for broker's commission fees and expenses. Seller's Broker shall be paid a commission at Closing (but only if Closing occurs) by Seller pursuant to a separate agreement between Seller and Broker. Buyer represents and warrants to Seller, that Buyer has not entered into any contract or agreement with any broker, finder or other party in connection with this transaction.

10. Representations and Warranties; Covenants.

10.1 By Seller. Seller hereby represents and warrants to Buyer that as of the Effective Date the following are true and correct:

10.1.1 Seller is a widowed woman. Neither the execution, delivery nor performance of this Agreement will result in the breach under any indenture, security instrument or other agreement or court or administrative order by which the Seller or the Property may be bound or affected. The persons executing this Agreement and any documents required hereunder are or will be duly authorized to do so.

10.1.2 To Seller's actual knowledge, there is no litigation or proceeding pending against or affecting the Property or any part thereof or pending against Seller that would impair Seller's ability to consummate the transaction contemplated herein.

10.1.3 To Seller's actual knowledge, the Property and its current use are in compliance with all federal, state and municipal laws, ordinances, rules and regulations, including zoning, subdivision, environmental protection, Hazardous Waste Laws, building, fire and health laws, ordinances, rules and regulations; and Seller has received no notices from municipal or regulatory bodies that the Property is in violation of the provisions of any such laws, ordinances, rules or regulations.

10.1.4 Seller has disclosed and made available to Buyer all reports and investigations commissioned by or otherwise readily available to Seller relating to Hazardous Material and the Property.

10.1.5 To Seller's actual knowledge there are no past or present investigations, administrative proceedings, litigation, regulatory hearings or other actions proposed, threatened or pending, alleging non-compliance with or violation of any Hazardous Waste Laws with respect to the Property.

10.1.6. To Seller's actual knowledge, there is one (1) water well located on the Property which is in use.

10.1.7. To Seller's actual knowledge, other than the following identified underground or above ground storage tanks on the Property,

two (2) ground propane tanks.

there are no underground or above ground storage tanks on the Property, in use or abandoned, and no such tanks have been removed during Seller's ownership of the Property except in strict compliance with all laws, ordinances and regulations regarding such removal.

10.1.8. There is in effect no contract or agreement relating to management, maintenance services or operation of the Property that cannot be terminated on or prior to the Closing Date.

10.1.9. Seller has paid for, or will pay for on or before the Closing Date, all work, supplies and materials, performed upon and supplied to the Property by, through or under Seller.

10.1.10. To Seller's actual knowledge there exists no litigation affecting or calling into question the Property or any part or component thereof, or Seller's interest therein. There is no condemnation proceeding pending with respect to any part of the Property, and Seller has no knowledge of any threat or the imminence thereof.

Buyer's right to institute a legal action for breach of any of the representation or warranty in this Section 10.1 shall terminate one (1) year after the Closing Date. If Buyer closes on the purchase of the Property with actual knowledge that any representation or warranty in this Section 10.1 is untrue, Buyer shall be deemed to have waived the benefit of such representation or warranty.

10.2 By Buyer. Buyer hereby represents and warrants to Seller as follows:

10.2.1 The persons executing this Agreement and any documents required hereunder are or will be duly authorized by Buyer to do so, subject to obtaining City Council approval as described in Section 6.1 above.

10.3 Seller Covenants. Seller covenants that, from and after the Effective Date, it shall not enter into or modify any agreements affecting the Property or create any encumbrances of the Property that will survive Closing without the prior written consent of Buyer, which consent Buyer may withhold in its sole and absolute discretion. Seller shall not enter into any other contracts or contingency contracts to sell the Property during the pendency of this Agreement.

11. Default.

11.1 By Seller. If Closing shall not occur as and when provided in this Agreement by reason of a default by Seller, then Buyer shall be entitled, at its option, (a) to terminate this Agreement by delivering an executed termination of this Purchase Agreement, and the Deposit shall be returned to Buyer, and neither Party shall have any further claims against, obligations to, or rights against the other hereunder, or (b) to enforce this Agreement by an action for specific performance brought within six (6) months following the scheduled Closing Date.

11.2 By Buyer. If Closing shall not occur as and when provided in this Agreement due to a default on the part of Buyer, then Seller shall be entitled to terminate this Agreement in accordance with Minnesota Statute Section 559.21 and to retain the Deposit as sole liquidated damages, and upon such termination, this Agreement shall be null and void and neither party shall have any further claims against, obligation to or rights against the other hereunder (except that Buyer's indemnity obligation shall survive any such termination). The Parties acknowledge and agree that the Seller's right hereunder to receive and retain the Deposit as sole liquidated damages upon a default by the Buyer reflects the Parties' mutual agreement that such amount represents a fair and reasonable measure of damages suffered by the Seller for removing the Property from the marketplace and carrying the Property during the pendency of this Agreement, it being further agreed that the exact amount of such damages are incapable of ascertainment with mathematical precision and that the Parties hereto are attempting and intending by such provision to establish a measure of damages that is fair and reasonable under the circumstances. Subject to Buyer's indemnity obligations under this Agreement, which shall survive the Closing or earlier termination of this Agreement, the termination of this Agreement and receipt of the Deposit will be the sole remedy available to Seller upon default by Buyer, and Buyer (subject to any indemnity obligations under this Agreement) will not be liable for damages or specific performance.

12. Indemnity. Buyer hereby indemnifies, defends, and holds harmless Seller from and against any and all liability claims for property damage or personal injury, including reasonable attorneys' fees and mechanic's liens, due to Buyer's entry upon or inspection of the Property by Buyer, its employees, agents, assigns, contractors, or any other person

for whom Buyer is legally responsible. The obligations set forth in this Section shall survive Closing or the earlier termination of this Agreement. Nothing in this indemnification, or in this Agreement, is intended to associate the Buyer with any pollution or contamination on the Property, or obligate Buyer to remediate or address any existing condition on the Property (except for restoration under Section 6.2 above). Buyer shall be responsible for the proper treatment and disposal of all samples taken with respect to the Property.

13. Attorneys' Fees and Costs. In any action to enforce this Agreement or arising out of this Agreement, the prevailing Party shall be entitled to payment from the other Party of the prevailing Party's costs of litigation, including reasonable attorneys' fees. The obligations set forth in this Section shall survive Closing or the earlier termination of this Agreement.
14. Survival. All covenants, agreements, indemnities and representations of Buyer and Seller under this Agreement shall survive Closing, except as otherwise specified in this Agreement.
15. Copies of Notices. Seller will promptly provide Buyer with a copy of any written notification which Seller receives from any governmental authority or any third party prior to Closing with regard to any violation or alleged violation of any law regulating the use of the Property, or any change in the zoning or other classification of the Property.
16. Notice. Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing, and shall be deemed given when personally delivered to a Party set forth below (or an officer or partner thereof where the Party is a business entity), when mailed by first class mail, registered, or certified, return receipt requested, postage prepaid, or when sent by nationally-recognized overnight delivery service, with proof of delivery, delivery charges prepaid, and in any case addressed as follows:

To Seller: Verna Mae Mickelson
c/o Pamela R. Notch, POA
22272 County Road 75 NW
Big Lake, MN 55309

With a copy to:

Dennis J. Dietzler, Esq.
7400 Metro Blvd., Suite 310
Edina, MN 55439
Attn: Dennis J. Dietzler_

To Buyer:

City of East Bethel
City Hall
2241 221st Avenue

East Bethel, MN 55011
Attention: Matt Look, City Administrator

with a copy to:

Eric D. Larson
East Bethel City Attorney
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, MN 55082

17. Assignment. The Buyer may assign at its sole discretion at any time its rights, duties, and obligations to any person, including but not limited to the East Bethel Housing and Redevelopment Authority or the East Bethel Economic Development Authority. Seller may not assign its rights, duties and obligations hereunder without the prior written consent of the Buyer.
18. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and may not be amended, waived, or discharged except by an instrument in writing executed by the Party against whom enforcement of such amendment, waiver, or discharge is sought.
19. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota and any and all disputes between the parties or regarding this Agreement shall be heard in the State of Minnesota and venued in Anoka County, State of Minnesota.
20. Successors and Assigns. Subject to the limitations of Section 17, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors, and assigns.
21. Time of Essence. Time is of the essence of this Agreement, including, without limitation, the Closing Date.
22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but together shall be deemed one and the same instrument.
23. Confirmation. Upon termination of this Agreement for any reason, Seller and Buyer each agree, upon the written request of the other, to execute and deliver an agreement documenting the termination of this Agreement prior to, if applicable, the return of the Deposit to Buyer.
24. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

25. Consent. Any time unless otherwise provided herein the consent of either Party is required hereunder, such consent shall be written and shall not be unreasonably withheld, conditioned, or delayed.
26. Instructions to Escrow Agent. Seller and Buyer hereby irrevocably instruct Escrow Agent as follows in connection with the Deposit: (a) in the event that Seller delivers to Escrow Agent a written certification (i) that the Agreement has been terminated in accordance with Minnesota Statute Section 559.21 pursuant to its terms or because of a default by Buyer, and (ii) that Seller has given Buyer at least seven (7) days prior written notice of its intention to demand the Deposit; or (b) in the event that Buyer delivers to Escrow Agent a written certification (i) that the Agreement has been terminated pursuant to its terms or because of a default by Seller, and (ii) that Buyer has given Seller at least seven (7) days prior written notice of its intention to demand the Deposit, then in any of such events, unless precluded by a court purporting to have jurisdiction over this matter, or objection of the other party, Escrow Agent will immediately deliver the Deposit, to the demanding Party without the need for any approval by the other Party, and even despite any potential objection by the other Party, if Escrow Agent believes that the objection is not valid, it being agreed that Escrow Agent may conclusively rely upon the certification of the demanding Party and that the other Party's sole remedy, if the certification is incorrect, is against the demanding Party and not against Escrow Agent.
27. Tax Reporting Requirements. If the sale and transfer of the Property hereunder is subject to the reporting requirements for real estate transactions under Section 6045 of the Internal Revenue Code of 1986, then the Parties hereto agree that all necessary information shall be given to the person preparing the settlement statement, who shall then be required to make the necessary and timely report.
28. Expiration Date. Unless (a) both Parties have signed this Agreement within ten (10) Business Days of the date it is signed by the first of the Parties to sign (the "**Expiration Date**") and (b) Buyer has delivered the Deposit, this Agreement shall automatically terminate, and the party signing prior to said date shall have no liability hereunder.
29. Disclosures.
- 29.1 Sewage Treatment System. To the Seller's actual knowledge the Property has an active septic system and sewage that does not go to a permitted facility, and hereby makes the disclosure required pursuant to Minnesota Statutes Section 115.55, Subd. 6.
- 29.2 Wells. Except for any wells disclosed in the Existing Environmental Reports, and except for one (1) active well, Seller is not aware of any wells on the Property and hereby makes the disclosure required pursuant to Minnesota Statutes Section 103I.235(1).

29.3 Methamphetamine Production. To the best of Seller’s knowledge, production of methamphetamine has not occurred on the Property. Seller makes this disclosure pursuant to Minnesota Statutes Section 152.0275.

29.4. Waiver of Relocation Benefits. Seller understands that Buyer is an “acquiring authority” within the meaning of Minn. Stat. Section 117.50-117.56. Seller represents that Seller has read, understands, and has been provided or waives all required notices required under Minn. Stat. Section 117.52. Seller, being fully aware of the types and amounts of relocation assistance, services, payments and benefits for which Seller may be eligible, if any, represents that Seller agrees that the Purchase Price covers its and its affiliates’ Relocation rights and benefits in full and has no additional right to relocation benefits in connection with this transaction and, regardless, waives any and all rights, if any, to such relocation benefits. Seller further represents that other than the following tenants (legal name, address, and telephone number):

there are no occupants of the Property other than the Seller, and to the extent there are any other occupants who may have any right to relocation benefits, Seller shall be solely responsible to such parties to pay those benefits and agrees to indemnify and hold harmless the Buyer for any and all such benefits paid by Buyer to or on behalf of those undisclosed tenants including any and all attorneys fees and costs incurred by Buyer.

30. Exclusivity. Buyer and Seller agree that Seller can continue to market the Property subject to this Agreement but cannot sell or accept any formal or informal offers to purchase the Property, or any part thereof, until receipt of Buyer’s written disapproval of the purchase of the Property by Buyer during the Due Diligence Period. Each Party acknowledges to the other Party that both the Seller and Buyer have incurred and will incur substantial expense in performing its activities concerning the Property and that adequate consideration exists for the foregoing agreement.

EXHIBIT LIST:

- Exhibit A Legal Description
- Exhibit B List of All Contracts
- Exhibit C [Intentionally omitted].
- Exhibit D Limited Warranty Deed
- Exhibit E Partial List of Permitted Encumbrances
- Exhibit F Form of Seller’s Affidavit

**SIGNATURE PAGE
TO
PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have hereunder set their hand.

SELLER

Verna Mae Mickelson, by Pamela R. Notch, as
Power of Attorney

BUYER

CITY OF EAST BETHEL,
a municipal corporation and political subdivision
and a body corporate and politic,

By: _____
Name: Ardie Anderson
Title: Mayor

By: _____
Name: Matt Look
Title: City Administrator

JOINDER

The undersigned Escrow Agent joins herein solely for the purpose of agreeing to hold the Deposit and make disbursements pursuant to Section 26 above.

LAND TITLE, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

That part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 33, Range 23, Anoka County, Minnesota, described as follows:

Beginning at the Southeast corner of said Southwest Quarter of Section 8; thence North along the East line of Section 8 a distance of 363.00 feet; thence West along the South line of Lot 1, Block 5, OAKWOOD TRAILS and its Easterly extension a distance of 363.00 feet to the Northeasterly corner of Outlot A, OAKWOOD TRAILS; thence: South along the East line of said Outlot A and the East line of Lot 1, Block 4, OAKWOOD TRAILS and its Southerly extension to the South line of said Section 8; thence East along the South line of said Section 8 to the point of beginning.

Subject to easement of record.

PID: 08-33-23-34-0002

The foregoing Legal Description is to be confirmed by the Title Evidence contemplated in the Agreement.

EXHIBIT B

LIST OF ALL CONTRACTS

Except for the following, there are no contracts, licenses, or leases pertaining to the Land:

[LIST].

EXHIBIT D

FORM OF DEED

LIMITED WARRANTY DEED

DEED TAX DUE: \$ _____

Date: _____, 2025

FOR VALUABLE CONSIDERATION, Verna Mae Mickelson, a widowed woman (“Grantor”), hereby conveys and quitclaims to the City of East Bethel, Minnesota, a municipal corporation and political subdivision, a body corporate and politic (“Grantee”), real property in Anoka County, Minnesota, described as follows:

See Exhibit A attached hereto and incorporated herein

together with all hereditaments and appurtenances.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property, EXCEPT: See Exhibit B.

Check box if applicable:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Affix Deed Tax Stamp Here

_____ (GRANTOR)
 Verna Mae Mickelson,
 by Pamela R. Notch,
 as Power of Attorney,

 Name:
 Title:

STATE OF MINNESOTA)
)ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2025, by Pamela R. Notch, as Power of Attorney for Verna Mae Mickelson _____

 Notary Public

Check here if part or all of the land is Registered (Torrens)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Eric D. Larson
East Bethel City Attorney
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, MN 55082

Tax Statements for the real property
described in this instrument should
be sent to (include name and address of Grantee):

City of East Bethel
City Hall
2241 221st Avenue
East Bethel, MN 55011
Attention: East Bethel Finance Director

EXHIBIT E

PARTIAL LIST OF PERMITTED EXCEPTIONS

- (a) General real estate taxes for the year in which Closing occurs and subsequent years;
- (b) Reservation of any mineral rights by the State of Minnesota
- (c) Building and zoning laws, ordinances, and state and federal regulations;
- (d) Restrictions of record relating to use or improvement of the Land and Improvements without effective forfeiture provisions;
- (e) Utility and other easements of record which do not interfere with the current Improvements.

EXHIBIT F

FORM OF SELLER'S AFFIDAVIT

SELLER'S AFFIDAVIT

_____ (the "**Affiant**"), being first duly sworn, on oath says that:

1. I am a widowed woman. ("**Seller**").
2. There have been no:
 - a. Bankruptcy or dissolution proceedings involving Seller during the time Seller has had any interest in the premises described in the Deed ("**Premises**").
 - b. Unsatisfied judgments of record against Seller, and no actions pending in any courts against Seller, which affect the Premises; or
 - c. Tax liens filed against Seller which affect the Premises, and no notice has been received regarding future or pending assessments except with respect to taxes due but not yet payable.
3. No repairs or improvements of the Premises have been undertaken or completed on or about the Premises within the last one hundred twenty (120) days at the request of Seller, and to my knowledge there are no outstanding claims for any labor or material previously supplied for the benefit of the Premises which have not been paid for in full.
4. Affiant knows of no unrecorded contracts, leases, easements or other agreements or interests relating to the Premises to which Seller is a party.
5. Affiant knows of no persons in possession of any portion of the Premises.

Affiant believes, to the best of Affiant's actual present recollection, that the matters herein stated are true and makes this Affidavit for the purpose of inducing the passing of title to the Premises and the insuring of title to the Premises by Land Title, Inc., provided, however, Affiant makes this Affidavit only on behalf of Seller.

By: _____
Name:
Title:

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



Date: July 28, 2025

Agenda Item Number: 8.0 G.2

Agenda Item: Non-Binding letter of Intent for BDM Construction

Background Information:

In 2004, the City of East Bethel and then Firebird LLC, dba BDM Construction, entered into a purchase agreement for real property later known as the Whispering Aspen development. Since the signing of the agreement, the elected officials over the years have raised issues regarding topics they felt needed to be addressed. Despite years of effort to resolve the issues, no action was taken to resolve the issues. Perennially, these issues continued to be readdressed, and it was the desire of staff and the city administrator to find a resolution that both parties could agree to and provide clarity going forward. On April 14th, 2025, both parties met and agreed to a path forward.

Recommendation: Please review and support, via resolution, the attached agreement between parties.

Attachments:

1. Resolution 2025-46
2. Non-binding letter of intent

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

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

RESOLUTION 2025-46

RESOLUTION APPROVING COST SHARE AGREEMENT

WHEREAS, the City of East Bethel (the City) currently has an amended and restated purchase agreement with Firebird LLC and BDM Construction (BDM) pertaining to the Whispering Aspen Development, allowing for the use of office space in the Whispering Aspen Community Center; and

WHEREAS, the City met with Mr. Brian Mundle, Sr. as the owner of BDM, and addressed issues concerning ongoing operating expenses, road rehabilitation expenses, past taxes, the use of a business sign, and sewer and water access charges; and

WHEREAS, it was the intent of the City and BDM to resolve issues that have been outstanding for many years; and

WHEREAS, state law is clear as it relates to the misappropriation of city funds for private businesses; and

WHEREAS, the City recognizes the difficulty in separating out expenses for a facility that is co-shared by the public as a community center and also used to house and manage water delivery to the development; and

WHEREAS, the City further acknowledges that no real estate interest is created or transferred by operation of this agreement and that any placement of the pipe as allowed by this agreement is entirely at their own risk of loss should the City require its removal in the future.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA agrees to the following terms as follows:

- BDM will pay the city \$300 monthly for their share of electricity, internet, water and sewer and other expenses that would fall into the category of common area maintenance, as well as the placement of businesses sign.
- That both parties consider the road improvement deficiency would be satisfied through the application of interest that was generated off of the original \$1,700,000 million purchase price, in addition to installments made by the developer, and interest generated off the \$2000 installments per permit issued.
- The City agrees to not pursue past taxes that should have been paid on the portion of city property that was used for commercial purposes.
- The City agrees to the amount of \$6,000.00 SAC fee and \$500.00 WAC fee as defined by the contract.

- BDM will vacate the property in 3 years from the signing of this agreement or renegotiate a suitable agreement with the City.

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

CITY OF EAST BETHEL

Ardie Anderson, Mayor

ATTEST:

Matt Look, City Administrator

July 25, 2025

VIA E-MAIL

Attention: Brian D. Mundle, Chief Executive Officer
Firebird Land, LLC
4091 County Road 5
Isanti, MN 55040

Attention: Brian D. Mundle, Chief Executive Officer
B.D.M. Construction, Inc.
Whispering Aspen Community Center
2241 221st Avenue NE
East Bethel, MN 55011

Re: Non-Binding Letter of Intent.
Firebird Land, LLC and B.D.B. Construction, Inc.'s Whispering Aspen Community Center
Tenancy.
Whispering Aspen Development – Street Resurfacing and Repair Work Deficiency.

Mr. Mundle:

This letter is intended to outline the terms and conditions of the proposed resolution of the disputes between the City of East Bethel and Firebird Land, LLC. and B.D.M. Construction, Inc.

1. Whispering Aspen Community Center.

The City claims that neither Firebird Land nor B.D.M. may occupy or use office space or any facilities in Whispering Aspen Community Center, located at 2241 221st Avenue NE, East Bethel, MN. Therefore, both Firebird Land and B.D.M. must immediately vacate the Whispering Aspen Community Center and pay for its use of the Community Center.

Firebird Land and B.D.M claim that under the Amended and Restated Purchase Agreement, dated January 8, 2004, between Firebird Land, LLC and the City of East Bethel (“Amended and Restated Purchase Agreement”), Firebird Land and B.D.M. may occupy and use the Whispering Aspen Community Center with no rent or other payment requirements.

RESOLUTION. Firebird Land and B.D.M. (Tenants) will enter into a lease agreement with the City with the following terms and conditions:

1. Term. 3 year term, with no renewal; immediate vacating at end of the lease term.
2. Payment. Tenants will pay operating cost, to include electricity, internet, water, sewer, and other expense/CAMS...\$300 a month will be paid for the next three years.

3. Sign. Tenant may continue to use of the business sign; Tenant will remove the sign at the end of the lease term and restore the area.
4. Insurance. Tenant shall secure insurance of at least \$1.5M Occurrence; \$2M Aggregate. City shall be listed as an additional Insured.
5. Mutual Release of All Known and Should Have Known Claims
6. Entirety of the Agreement between the parties respecting Whispering Aspen Community Center.

2. **Street Reconstruction.** Referencing section 1.4(d) on page 2 of the Amended and Restated Purchase Agreement, the City claims Firebird Land owes the City a principal amount of \$188,871.80 plus interest. Referencing section 1.4(a), (b), (c), and (j) of the Amended and Restated Purchase Agreement, Firebird Land claims that it does not owe the City and, on the contrary, a complete accounting would probably establish that the City owes Firebird Land a minimum of \$25,000.00.

RESOLUTION. The City will return to charging \$6,000 for sewer connection per Single Family Residential lot at the time a building permit for each Single Family Residential lot is issued per section 8.1(d) at page 9 of the Amended and Restated Purchase Agreement. The parties will enter into a full and final mutual release of their respective claims including any and all claims that are known or should have been known between the parties arising out of or under the Amended and Restated Purchase Agreement or the Whispering Aspen development, including any claims for over or under payment between the parties.

The Lease and Mutual Release and any other settlement documents are contingent upon and require the final approval by the East Bethel City Council, which such approvals will be obtained prior to execution of the Lease and Mutual Release. Each party will pay its own attorneys' and any other consultants' fees. All parties represent to each and other and agree that there has been no third-party broker involved in the transactions contemplated by this Letter of Intent.

This Letter of Intent must be accepted by the Firebird and BDM within twenty (20) days after receipt, or it will automatically expire.

If the terms of this Letter of Intent are acceptable, please acknowledge by signing below and returning a signed copy of this letter to East Bethel City Administrator Matt Look. Thereafter, the East Bethel City Attorney will prepare the agreements and any necessary documents contemplated by this Letter of Intent.

Thank you for your timely response to this Letter of Intent.

Sincerely,

CITY OF EAST BETHEL

Matt Look, City Administrator

cc: Ardie Anderson, Mayor
Mike Jeziorski, Finance Director and Deputy City Administrator
Eric D. Larson, East Bethel City Attorney

ACCEPTED BY:

FIREBIRD LAND, LLC

By: _____
Name: Brian D. Mundle, CEO

Date: _____

B.D.M. CONSTRUCTION, INC.

By: _____
Name: Brian D. Mundle, CEO

Date: _____