

# City of East Bethel

## City Council Agenda

Regular Council Meeting – 7:00 p.m.  
Date: November 16, 2016



- |                | <b>Item</b> |   |
|----------------|-------------|---|
| <b>7:00 PM</b> | <b>1.0</b>  | <b>Call to Order</b>  |
| <b>7:01 PM</b> | <b>2.0</b>  | <b>Pledge of Allegiance</b>   |
| <b>7:02 PM</b> | <b>3.0</b>  | <b>Adopt Agenda</b>   |
| <b>7:02 PM</b> | <b>4.0</b>  | <b>A. Presentations</b>   |
|                | p. 3-4      | 1. Resolution 2016-56, Certificate of Special Congressional Recognition, Ken Langmade |
|                | p. 5-95     | 2. East Bethel Fire Relief Association Benefit Increase Presentation                  |
|                | p. 96-99    | 3. Anoka County Sheriff's Office October Report                                       |
|                | p. 100-103  | 4. East Bethel Fire Department Monthly Report   |
|                | p. 104-115  | 5. Allina Rental Agreement  |
| <b>7:30 PM</b> | <b>5.0</b>  | <b>Public Forum</b>   |
| <b>7:40 PM</b> | <b>6.0</b>  | <b>Consent Agenda</b>   |

*Any item on the consent agenda may be removed for consideration by request of any one Council Member and put on the regular agenda for discussion and consideration*

- |                |            |  |
|----------------|------------|--|
|                | p. 118-120 | A. Approve Bills   |
|                | p. 121-128 | B. Meeting Minutes, November 2, 2016 City Council Work Meeting     |
|                | p. 129-135 | C. Meeting Minutes, November 2, 2016 City Council Meeting          |
|                | p. 136-138 | D. Pay Estimate #2 for the 2016 Street Improvement Project         |
|                | p. 139-142 | E. IUP Private Kennel Renewal, Carol & Jeff Hintz, 23257 Durant St |
|                |            | <b>New Business</b>  |
| <b>7:41 PM</b> | <b>7.0</b> | Commission, Association and Task Force Reports                     |
|                |            | A. Planning Commission   |
|                |            | B. Economic Development Authority                                  |
|                | p. 143     | 1. MnCAR Report  |
|                |            | C. Park Commission   |
|                |            | D. Road Commission   |
| <b>7:45 PM</b> | <b>8.0</b> | <b>Department Reports</b>  |
|                |            | A. Community Development   |
|                | p. 144-165 | 1. IUP Renewal, Erryn Magnussen, 22050 Quincy St.                  |
|                |            | B. Engineer  |

- p. 166-171
  - C. City Attorney
    - 1. E-Charge JPA
  - D. Finance
  - E. Public Works
  - F. Fire Department
  - G. City Administrator
- p. 172-173
  - 1. Oak Grove Building Official and Inspection Services Contract

**8:00 PM            9.0    Other**

- p. 174
  - A. Staff Report
    - 1. Election Report
    - 2. Commission Vacancies
    - 3. Sandhill Crane Update
  - B. Council Reports
  - C. Other

**8:15 PM            10.0    Adjourn**



# City of East Bethel City Council Meeting Agenda Information

\*\*\*\*\*

**Date:**

November 16, 2016

\*\*\*\*\*

**Agenda Item Number:**

Item 4.0 A

\*\*\*\*\*

**Agenda Item:**

Resolution 2016-56, Recognition of Ken Langmade Certificate of Special Congressional Recognition

\*\*\*\*\*

**Requested Action:**

Consider approval of Resolution 2016-56

\*\*\*\*\*

**Background Information:**

On October 15, 2016 Ken Langmade received a Certification of Special Congressional Recognition from Congressman Tom Emmer at a Veteran’s Resource Fair in Monticello, MN.

The City of East Bethel wishes to recognize Ken Langmade for his service to our country and his many civic contributions to the City of East Bethel.

**Attachments:**

Resolution 2016-56

\*\*\*\*\*

**Fiscal Impact:**

None at this time

\*\*\*\*\*

**Recommendation(s):**

Staff requests Council to consider approval of Resolution 2016-56.

\*\*\*\*\*

**City Council Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

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

**RESOLUTION NO. 2016-56**

**A RESOLUTION RECOGNIZING THE ACCOMPLISHMENTS OF KEN LANGMADE  
AND HIS SERVICE TO OUR COUNTRY AND HIS CONTRIBUTIONS TO THE CITY  
OF EAST BETHEL**

**WHEREAS**, Ken Langmade served in World War II as a Navy Seabee;

**WHEREAS**, at 90 years old Mr. Langmade is still very active with the VFW, in the past serving as their State Inspector for many years;

**WHEREAS**, Mr. Langmade was one of the founding members of the program that created the phone card donations for soldiers to call home during Desert Storm, as well as volunteering for the send-off dinners for troops and their families before deployment;

**WHEREAS**, in our community Ken Langmade serves on both a special advisory board for Independent School District #15 and is chairman of the East Bethel Parks Commission;

**WHEREAS**, Mr. Langmade is a current member of the East Bethel Seniors, a past president of the Seniors, and has headed up the Senior silent auction for many years, with those proceeds going towards a scholarship fund for local high school students;

**WHEREAS**, Representative Tom Emmer awarded Ken Langmade with a Certificate of Special Congressional Recognition on October 15, 2016 as part of the Veterans Resource Fair in Monticello, Minnesota;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** Ken Langmade is hereby commended and congratulated for this award and recognized for his outstanding contributions as a citizen of the City of East Bethel;

Adopted this 16<sup>th</sup> day of November, 2016 by the City Council of the City of East Bethel.

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Steven R. Voss, Mayor

ATTEST:

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Jack Davis, City Administrator

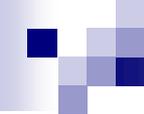
# 2016 EBFRA Municipal Presentation



*Celebrating 50 years....  
and looking to the future*



**East Bethel  
Firefighters Relief  
Association**



# East Bethel Fire Relief 2016

- Overview of Relief Association
- Relief Association Goals
- Reason for Relief Association
- Current status
- City contribution for 2017 & beyond
- Relief Benefit levels
- Relief Association - Requests

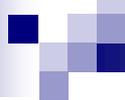


# Relief Association Overview

- Provide monetary benefit to Members who have met the requirements
- Pension is payable upon retirement when:
  - Member achieves 10 Years Of Service
  - Member attains age of 50
- Currently managed by Harmon & Hartman Investments and oversight by Relief Board

# Goals of Relief Association & Trustees

- Provide pension benefit that attracts and retains volunteer firefighters
- Maintain fully-funded pension plan
- Provide retirees with accurate and timely payment of benefits
- Monitor Investment performance
- Communicate effectively with members and City Council – *no surprises!*



# Relief Association Goals

- Short Term Goal

- Maintain Self-Sufficient 100% funded plan

- Long Term Goal

- Payout of \$100,000 after 20 years of service
- Benefit Level of \$5000/YOS

# Experienced firefighter retention

- Retention is Important to EBFD & City of East Bethel
  - EBFD RA has 16 members that are vested
    - This includes 51% of the department
  - This includes over 295 years of experience
    - This includes 81% of the total department Years of Experience
  - This includes numerous key leadership positions
    - This includes 100% of the department officers
  
- It takes about 3 years for new recruits to be fully trained and experienced enough to operate confidently at emergency situations.
  - Limits the ability to use new recruits to cover shifts.

# Relief Association Revenue Sources

State Aid – 19%

City Contribution – 9%

Other \ Misc – 1%

Investment Earnings – 71%



# Relief Association Outflows



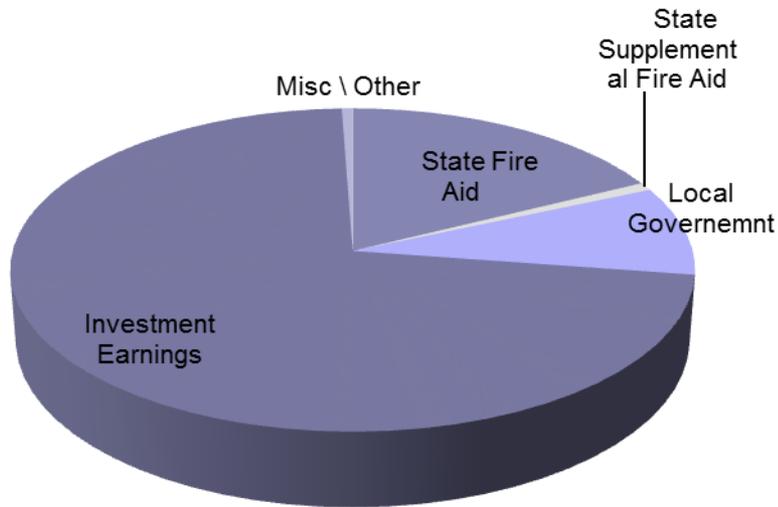
Administration ~ \$10K

Pension ~ varies

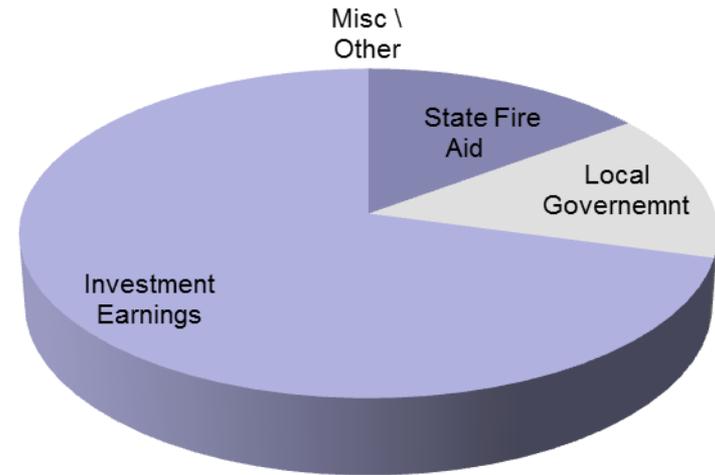


# Relief Association Revenue Sources 2009

**Revenue 2009 by %  
All MN RA's**



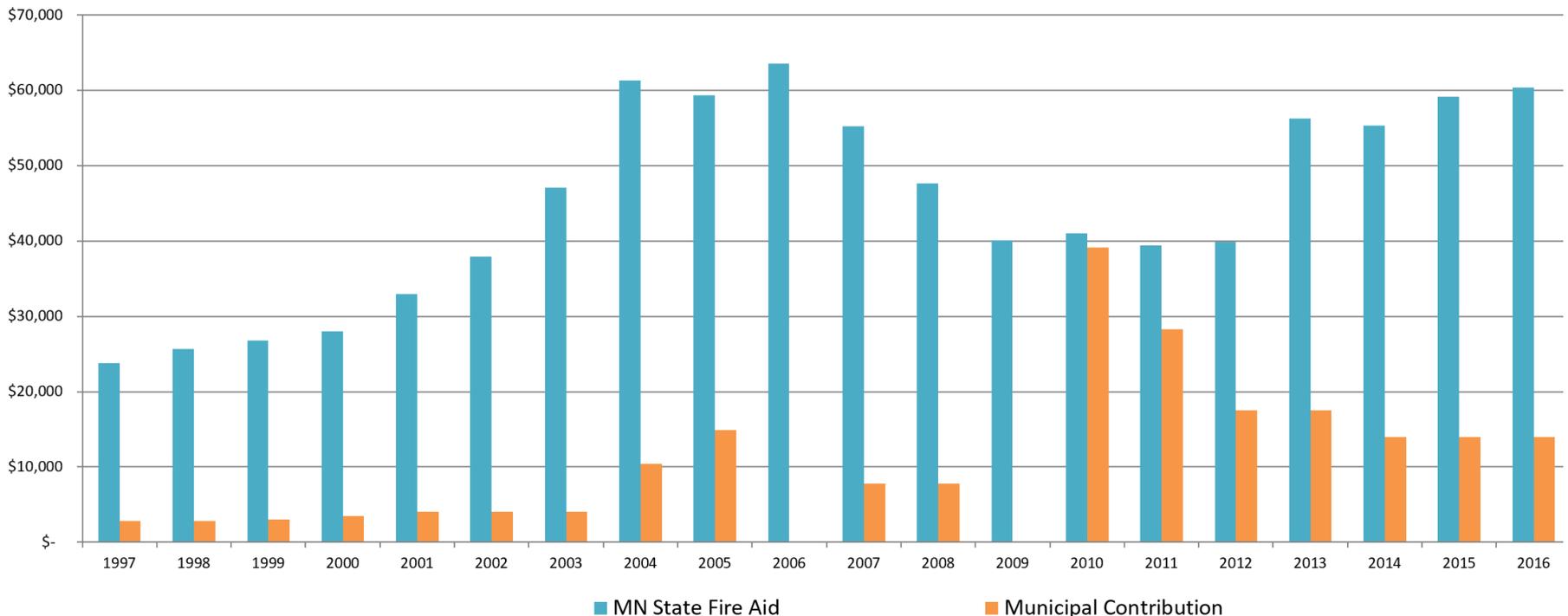
**Revenue 2009 by %  
EBFD**



*\*Source: Data provided by the Office of the State Auditor, 2009 Investment Disclosure Report*

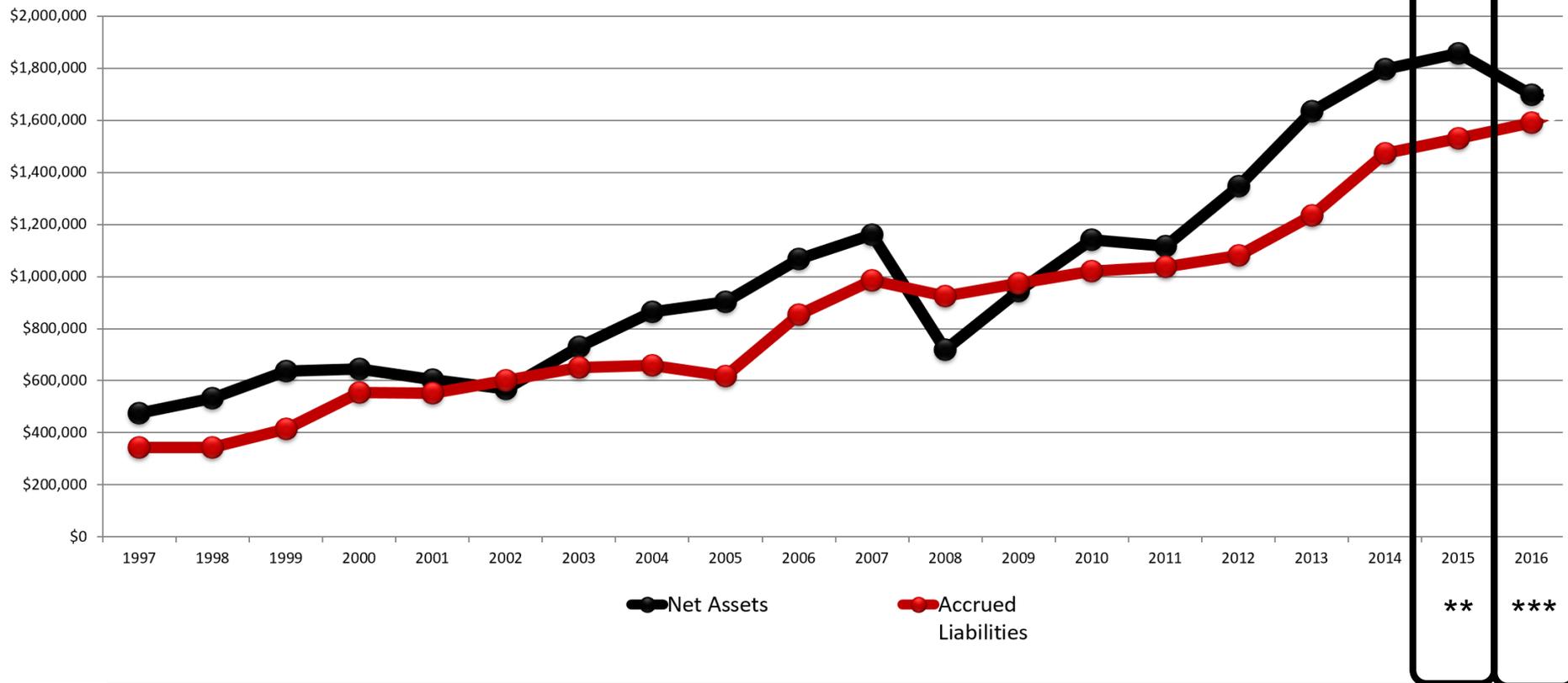
# State and City Contributions

- State aid has been increasing
- City aid recently has been consistent



\*Note 2010 & 2011 Municipal Contributions were Mandatory

# History of Results\*



\*Source: Data provided by the Office of the State Auditor, 2014 Financial and Investment Report

\*\*Source: Actual Data from SC-16 report that was sent to the state auditor 6-2016

\*\*\*Source: Prediction based on 3.5 ROR & a \$100 change in benefit level. Assets dropped due to \$235,000 in pensions paid.

# East Bethel Fire Relief Association

## 2016 Schedule Form for Lump-Sum Pension Plans (Form SC-16)

### 2016 Maximum Benefit Worksheet

	A	B	C	D	E
	Fire State Aid and Supplemental State Aid	Municipal Contribution	10% of Surplus	Active Members in Relief Association	Per Year Average [(A+B+C)/D]
	From (FIRE-15)	From (FIRE-15)	From (SC-15)	From (FIRE-15)	
2015	59,194	14,000	38,901	36	3,114
	From (RF-14)	From (RF-14)	From (SC-14)	From (RF-14)	
2014	55,354	14,000	40,143	36	3,042
	From (RF-13)	From (RF-13)	From (SC-13)	From (RF-13)	
2013	56,223	17,500	23,486	38	2,558

Average available financing per active member for the most recent 3-year period: **2,905.00**

Maximum Lump Sum Benefit Level under Minn. Stat. § 424A.02, subd. 3 **5,300.00**

# EBF A rediction from last year

## Calculation of Normal Cost

	2015	2016
Total Active Member Liabilities	1,435,600	1,568,720
Total Deferred Member Liabilities	96,320	96,320
Total Unpaid Installments	0	0
Grand Total Special Fund Liability	A. 1,531,920	B. 1,665,040
Normal Cost (Cell B minus Cell A)		C. 133,120

## Projection of Net Assets for Year Ending December 31, 2015

Special Fund Assets at December 31, 2014 (RF-14 ending assets) 1 1,798,055

Projected Income for 2015

Fire State Aid (2014 fire state aid may be increased by up to 3.5%)	D.	55,354
Supplemental State Aid (actual 2014 supplemental state aid)	E.	10,784
Municipal / Independent Fire Dept. Contributions	F.	14,000
Interest / Dividends	G.	62,936
Appreciation / (Depreciation)	H.	0
Member Dues	I.	0
Other Revenues	J.	0
Total Projected Income for 2015 (Add Lines D through J)		2 <span style="border: 1px solid black; padding: 2px;">143,074</span>

**EBF A Actual 201 income 6 , 00**



## EBF A rediction for ne t year

### Calculation of Normal Cost

	2016	2017
Total Active Mamber Liabilities	1,468,260	1,606,590
Total Deferred Member Liabilities	123,320	123,320
Total Unpaid Installments	0	0
Grand Total Special Fund Liability	A. 1,591,580	B. 1,729,910
Normal Cost (Cell B - Cell A)		C. <b>138,330</b>

### Projection of Net Assets for Year Ending December 31, 2016

Special Fund Assets at December 31, 2015 (FIRE-15 ending assets)		1.	1,857,320
Projected Income for 2016			
Fire State Aid	D.		49,222
Supplemental State Aid (actual 2015 supplemental state aid)	E.		11,636
Municipal / Independent Fire Dept. Contributions	F.		14,000
Interest / Dividends	G.		0
Appreciation / (Depreciation)	H.		0
Member Dues	I.		0
Other Revenues	J.		0
Total Projected Income for 2016 (Add Lines D through J)		2.	74,858

# What If Scenario – Average ROR

**EBFRA 2017 Special Fund Performance What-If Scenerios**

<b>Benefit Level</b>	<b>2015 ROR%</b>	<b>Assets</b>	<b>Liability</b>	<b>Surplus\Deficit</b>	<b>Funded %</b>
\$ 4,500	3.5%	\$ 1,756,434	\$ 1,591,580	\$ 164,854	110%
\$ 4,550	3.5%	\$ 1,756,434	\$ 1,607,894	\$ 148,540	109%
\$ 4,600	3.5%	\$ 1,756,434	\$ 1,624,208	\$ 132,226	108%
\$ 4,650	3.5%	\$ 1,756,434	\$ 1,640,522	\$ 115,912	107%
\$ 4,700	3.5%	\$ 1,756,434	\$ 1,656,836	\$ 99,598	106%
\$ 4,750	3.5%	\$ 1,756,434	\$ 1,673,150	\$ 83,284	105%
\$ 4,800	3.5%	\$ 1,756,434	\$ 1,689,464	\$ 66,970	104%

- Will be 108% funded
- \$0 Fiscal impact on City

# What If Scenario – No ROR

## EBFRA 2017 Special Fund Performance What-If Scenerios

Benefit Level	2015 ROR%	Assets	Liability	Surplus\Deficit	Funded %
\$ 4,500	0.0%	\$ 1,697,038	\$ 1,591,580	\$ 105,458	107%
\$ 4,550	0.0%	\$ 1,697,038	\$ 1,607,894	\$ 89,144	106%
\$ 4,600	0.0%	\$ 1,697,038	\$ 1,624,208	\$ 72,830	104%
\$ 4,650	0.0%	\$ 1,697,038	\$ 1,640,522	\$ 56,516	103%
\$ 4,700	0.0%	\$ 1,697,038	\$ 1,656,836	\$ 40,202	102%
\$ 4,750	0.0%	\$ 1,697,038	\$ 1,673,150	\$ 23,888	101%
\$ 4,800	0.0%	\$ 1,697,038	\$ 1,689,464	\$ 7,574	100%

- Will be 104% funded
- \$0 Fiscal impact on City

# What If Scenario – Bad ROR

## EBFRA 2017 Special Fund Performance What-If Scenerios

Benefit Level	2015 ROR%	Assets	Liability	Surplus\Deficit	Funded %
\$ 4,500	-3.5%	\$ 1,637,642	\$ 1,591,580	\$ 46,062	103%
\$ 4,550	-3.5%	\$ 1,637,642	\$ 1,607,894	\$ 29,748	102%
\$ 4,600	-3.5%	\$ 1,637,642	\$ 1,624,208	\$ 13,434	101%
\$ 4,650	-3.5%	\$ 1,637,642	\$ 1,640,522	\$ (2,880)	100%
\$ 4,700	-3.5%	\$ 1,637,642	\$ 1,656,836	\$ (19,194)	99%
\$ 4,750	-3.5%	\$ 1,637,642	\$ 1,673,150	\$ (35,508)	98%
\$ 4,800	-3.5%	\$ 1,637,642	\$ 1,689,464	\$ (51,822)	97%

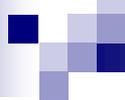
- Will be 101% funded
- \$0 Fiscal impact on City

# Community Outreach

- In addition to providing Fire & Rescue services to the citizens of East Bethel:
  - Fire Safety program at the local Schools
  - Heart Safe program
  - Charter organization for Cub Scout Pack 387
  - Fire Auxiliary
  - First Aid training – Boy Scouts\Cub Scouts\BMX group
  - Fire Explorers
  - Retirees
  - Support East Bethel Royalty
  - Support East Bethel Seniors
  - Support NACE

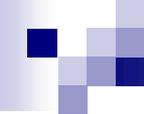
# EBFRA Request

- We are requesting the Council approve an increase in benefit level
  - Ratify updated Relief Association bylaws to Raise Benefit from \$4500 to \$4600 / YOS
  - Portfolio can support
- Continue Municipal Contribution of \$14,000 for 2017



# Summary

- 2015 – 2016YTD maintained our goal of 110% Funded status
- To maintain this goal, we need:
  - Healthy Investments
  - Prudent yet competitive Benefit Levels
  - Consistent City Contributions



# Thank You!

Troy Lachinski

763.350.9060

[yordestine@gmail.com](mailto:yordestine@gmail.com)



**East Bethel  
Firefighters Relief  
Association**

Defined Benefit Lump Sum Retirement Plan Bylaws

Included:

Appendix A

Appendix B

Appendix C

Bylaws

10-1-2015

## APPENDIX A

### EAST BETHEL FIREFIGHTERS RELIEF ASSOCIATION

#### Bylaw Amendment History

For a complete summary of the amendments and, if applicable, the Board's rationale and purpose for the change, refer to the Board of Trustee meeting minutes listed with the effective date of the applicable amendment listed hereunder.

Effective Dates	Meeting Minutes	Summary of Change
July 20, 2015 (Document)  January 1, 2016 (Benefit level; see Appendix C)	July 20, 2015 (Board of Trustees) NA (Membership) See Appendix C for Municipality minutes	Increase benefit level per Year of Active Service from \$4,000 to \$4,500
July 28, 2014 (Document)  July 28, 2014 (Benefit level; see Appendix C)	July 28, 2014 (Board of Trustees) NA (Membership) See Appendix C for Municipality minutes	Increase benefit level per Year of Active Service from \$3,600 to \$4,000
April 1, 2013 (Document)  October 1, 2013 (Benefit level; see Appendix C)	July 22, 2013 (Board of Trustees) NA (Membership) See Appendix C for Municipality minutes	Increase benefit level per Year of Active Service from \$3,400 to \$3,600
April 1, 2013 (Document)  May 5, 2009 (Benefit level; see Appendix C)	March 4, 2013 (Board of Trustees) April 1, 2013 (Membership) See Appendix C for Municipality minutes	Restatement of Bylaws and Appendices in their entirety, moving from version 4 of the MNFPC Bylaw Solution™ to version 7.
May 5, 2009 (Document)  May 5, 2009 (Benefit level; see Appendix C)	December 29, 2008 (Board of Trustees) May 4, 2009 (Membership) December 17, 2008 (Municipality)	Restatement of Bylaws and Appendices in their entirety as part of subscribing to the MNFPC Bylaw Solution™ version 4 that provides model documents, administrative forms, and trustee support.

NA means not available.  
NR means not required.  
TBD means to be determined

APPENDIX B  
EAST BETHEL FIREFIGHTERS RELIEF ASSOCIATION  
DEFINED BENEFIT LUMP SUM RETIREMENT PLAN

These model documents are drafted to conform to Minnesota state laws relating to relief association pension plans for volunteer firefighters. The model documents are not drafted to meet the requirements of tax-qualified retirement plans under the Internal Revenue Code, and it is doubtful that the model documents can meet those requirements. **Minnesota Firefighter Pension Consultants, LLC (MNFPC, LLC) makes no representation regarding the status of the plans under federal or state tax laws. MNFPC, LLC recommends that Relief Associations consult their own tax advisors regarding the treatment of the plan and distributions from the plan under state and federal tax laws.**

MNFPC, LLC is not a law firm. We recommend review by your legal counsel of model documents before adoption.

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**EAST BETHEL FIREFIGHTERS RELIEF ASSOCIATION**  
**DEFINED BENEFIT LUMP SUM RETIREMENT PLAN**

The Board of Trustees of the Relief Association amends and restates its existing defined benefit pension plan in its entirety for the benefit of its eligible members.

**ARTICLE I**  
**NAMES, PURPOSE AND OTHER GENERAL INFORMATION**

- 1.1 Name of Municipality: City of East Bethel
- 1.2 Name of Fire Department: East Bethel Fire Department
- 1.3 Name of Relief Association: East Bethel Firefighters Relief Association
- Address: 2751 Viking Boulevard NE, East Bethel, MN 55092
- 1.4 Federal Taxpayer Identification Number: 41-1435538
- 1.5 Name of Plan: East Bethel Firefighters Relief Association Defined Benefit Lump Sum Retirement Plan
- 1.6 Original Effective Date of Plan: September 21, 1960
- 1.7 Purpose. The purpose of the Plan is to provide benefits to eligible members of the Relief Association (Participants) and their lawful Beneficiaries.

**ARTICLE II**  
**DEFINITIONS AND INTERPRETATION**

- 2.1 General Definitions. The following words and phrases when used herein shall have the following meanings except as otherwise required by the context in which they are used:
- (a) **“Accrued Benefit”** of a Participant shall mean the benefit determined under the terms of the Plan, as of a specified date.
  - (b) **“Active Service”** shall mean active service as defined by the Fire Department, as stated in its policies and procedures, except that Participants shall not receive credit for Active Service for periods during which the Participant is:
    - (i) a full- or part-time employee of the Fire Department who accrues pension service credit under the Public Employees Retirement Association of Minnesota Police and Fire Fund for the same firefighting service.

- (c) **“Alternate Payee”** shall mean a spouse or former spouse of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, a Participant’s Beneficial Interest under the Plan, pursuant to Minnesota Statutes, Section 518.58, Subd. 4.
- (d) **“Beneficial Interest”** shall mean the amount of a Participant’s Accrued Benefit that is distributable to the Participant or the Participant’s Beneficiary in accordance with the terms of the Plan.
- (e) **“Beneficiary”** shall mean any person entitled to receive benefits that may be payable upon or after a Participant’s death.
- (f) **“Board of Trustees”** or **“Board”** shall mean the Board of Trustees of the Relief Association.
- (g) **“Break in Service”** shall mean a period as defined by the Fire Department in its policies and procedures, during which the Participant does not meet Active Service requirements. However, service restored pursuant to the uniformed services provisions of Article VII shall be considered Active Service and shall not be considered a Break in Service.
- (h) **“Bylaws”** shall mean the duly adopted bylaws of the Relief Association.
- (i) **“Code”** shall mean the Internal Revenue Code of 1986, and amendments thereto.
- (j) **“Disability Benefit”** shall mean the benefit, if any, paid to a Participant in lieu of a Retirement Benefit, pursuant to Section 4.4.
- (k) **“Domestic Relations Order”** shall mean any judgment, decree or order (including approval of a property settlement agreement) that complies with the provisions of Minnesota Statutes Sections 518.58 or 518.581.
- (l) **“Effective Date”** of the Plan shall be the effective date referenced on the first page of the Bylaws.
- (m) **“Entry Date”** shall mean the date of hire as defined in the Fire Department policies and procedures.
- (n) **“Participant”** shall mean a member of the Relief Association who has accrued or is accruing benefits under the Plan.
- (o) **“Plan Year”** shall mean the calendar year.
- (p) **“Qualification Procedures”** shall mean written procedures adopted by the Board of Trustees to:
  - (i) determine whether a Domestic Relations Order may be honored under the law and the terms of the Plan; and

(ii) to administer distributions under such orders.

The procedures shall be implemented within a reasonable time after receipt of a domestic relations order by the Board of Trustees. Qualification Procedures must permit an Alternate Payee to designate a representative for receipt of copies of notices sent to the Alternate Payee with respect to a Qualified Domestic Relations Order.

- (q) **“Qualified Recipient”** shall mean an individual who receives a lump sum distribution of pension or retirement benefits, including disability benefits, from the Relief Association for service performed as a Volunteer Firefighter, as it relates to Section 4.7 herein.
- (r) **“Resumption of Active Service Requirement”** shall mean the period of time equal to the period of time that elapsed between the Participant’s Separation Date and return to Active Service up to a maximum of three (3) years pursuant to Section 4.2.
- (s) **“Retirement Benefit”** shall mean the benefit payable to a Participant pursuant to Section 4.1, but only after the Participant has met all eligibility requirements of Section 4.1.
- (t) **“Separation Date”** shall mean the date of retirement or termination as defined in the Fire Department policies and procedures.
- (u) **“Special Fund”** shall mean the fund established pursuant to Minnesota Statutes, Section 424A.05 used to fund benefits under the Plan and for other purposes permitted by statute. The assets of the Special Fund shall be invested only in securities authorized by Minnesota Statutes, Section 69.775.
- (v) **“Supplemental Benefit”** shall mean the benefit paid to a Qualified Recipient pursuant to Minnesota Statutes, Section 424A.10, Subd. 2(a), as described in Section 4.7.
- (w) **“Supplemental Survivor Benefit”** shall mean the benefit, if any, paid to a Surviving Spouse or minor Surviving Children pursuant to Minnesota Statutes, Section 424A.10, Subd. 2(b), as described in Section 4.8.
- (x) **“Surviving Children”** shall mean any natural or adopted child of a deceased Participant.
- (y) **“Surviving Spouse”** shall mean the spouse of a deceased Participant who was legally married to the Participant at the time of death.
- (z) **“Survivor Benefit”** shall mean the benefit paid to a Participant’s Beneficiary pursuant to Section 4.5.
- (aa) **“Volunteer Firefighter”** shall mean any person who:

- (i) is engaged in providing emergency response services or delivering fire education or prevention services as a firefighter for the Fire Department or Municipality;
  - (ii) is trained in or is qualified to provide fire suppression duties or to provide fire prevention duties under Minnesota Statutes, Section 424A.001, Subd. 8; and
  - (iii) meets any other minimum firefighter and service standards established by the Fire Department or Municipality.
- (bb) **“Year of Active Service”** shall mean each 12-month period of Active Service commencing with a Participant’s Entry Date or anniversary thereof reduced by the Participant’s Break(s) in Service. This definition shall be used for the purposes of calculating the minimum funding requirements and computing benefits or service pensions payable. Service pensions will not be prorated monthly for fractional Years of Active Service pursuant to Minnesota Statutes, Section 424A.02, Subd. 1.

2.2 Interpretation. The words defined in this Article 2 shall have the meanings assigned to them except where specified otherwise in this instrument. Whenever appropriate, words used herein in the singular shall include the plural, the plural may be read as the singular, and the masculine shall include the feminine.

**ARTICLE III**  
**VESTING**

3.1 Full Vesting of Accrued Benefit. A Participant shall have a fully vested and non-forfeitable interest in the Participant’s Accrued Benefit upon completion of 20 Years of Active Service.

3.2 Partial Vesting of Accrued Benefit. The following vesting schedule shall apply to a Participant with fewer than 20 Years of Active Service:

<u>Years of Active Service</u>	<u>Vested Percentage</u>
10 but less than 11	60%
11 but less than 12	64%
12 but less than 13	68%
13 but less than 14	72%
14 but less than 15	76%
15 but less than 16	80%
16 but less than 17	84%
17 but less than 18	88%
18 but less than 19	92%
19 but less than 20	96%
20 or more	100%

3.3 Determining Years of Active Service for Vesting. All Years of Active Service shall be taken into account for purposes of determining a Participant's vested Accrued Benefit, including Years of Active Service with the Fire Department prior to the Effective Date.

**ARTICLE IV**  
**BENEFITS**

4.1 Retirement Benefit. (a) *Eligibility.* To be eligible to receive a Retirement Benefit a Participant must satisfy each of the following requirements:

- (i) Have retired or ceased Active Service with the Fire Department;
- (ii) Be at least 50 years of age;
- (iii) Have been a Volunteer Firefighter in the Fire Department;
- (iv) Have been a member in the Relief Association; and
- (v) Have the minimum Years of Active Service required for a non-forfeitable interest (vested) in the Participant's Accrued Benefit.

(b) *Amount.* If so provided in Section 3.2, a Participant's Retirement Benefit shall be determined as follows:

Years of Active Service credited to Participant	multiplied by	Benefit level in effect for Participant	multiplied by	Vesting percentage for completed Years of Active Service
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The benefit level is set forth in Appendix C. The Participant's benefit level will be the benefit level in effect at the Participant's Separation Date. However, if the Participant had a Break in Service, the Participant's benefit level shall be determined as described in Section 4.2.

Subject to the provisions of Section 8.1 of this Appendix B, benefit levels are subject to increase and shall be effective as of the agreed upon effective date, provided that such increase shall not apply to any Participant who ceased Active Service before the effective date of the increase.

Such Retirement Benefit shall not be paid before the later of the Participant's Separation Date or the date the Participant attains age 50. The Retirement Benefit shall be paid at the time requested by the Participant in a properly completed and accepted Retirement Benefit Payment Request Form.

4.2 Return To Service. (a) *Return to Service Before Payment of Retirement, Disability or Survivor Benefit.* If a Participant:

- (i) Ceases Active Service with the Fire Department (incurs a Separation Date),
- (ii) Has not received a Retirement Benefit distribution from the Plan of the Participant's vested Accrued Benefit, and
- (iii) Subsequently returns to Active Service after at least 60 days have elapsed, the Participant shall qualify for increases in the benefit level implemented during or after the Separation Date from Active Service and additional Years of Active Service only if the Participant remains in Active Service for the Resumption of Active Service Requirement. If the Participant has not met this requirement by the time of the Participant's later Separation Date, the Participant's benefit shall be the benefit level in effect at the time of the Participant's prior Separation Date and Years of Active Service in effect at the time of the Participant's prior Separation Date plus Years of Active Service after the Participant's resumption of Active Service.

A Participant whose period of Break in Service does not exceed 365 consecutive days is exempt from the minimum period of Resumption of Active Service Requirement.

(b) *Return to Service After Payment of Retirement Benefit.* If a Participant:

- (i) Ceases Active Service with the Fire Department (incurs a Separation Date)
- (ii) Receives a Retirement Benefit distribution from the Plan of the Participant's vested Accrued Benefit,
- (iii) Subsequently returns to Active Service after at least 60 days have elapsed, the Participant shall be credited with additional Years of Active Service. A Participant's Retirement, Disability or Survivor Benefit at the Participant's later Separation Date shall be determined as follows:

Years of <i>Additional</i> Active Service credited to Participant after the return to service	multiplied by	Benefit level in effect for Participant as of the subsequent Separation Date	multiplied by	Vesting percentage for completed <i>Additional</i> Years of Active Service
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No Participant may be paid a service pension twice for the same period of Active Service.

4.3 Deferred Interest. The Board of Trustees shall not add interest or otherwise adjust a Participant's unpaid Retirement Benefit amount.

4.4 Disability Benefit. No Disability Benefit shall be paid under this Plan.

4.5 Survivor Benefit. (a) *Eligibility*. For a Participant's Beneficiary to be eligible to receive a Survivor Benefit, the Participant must have satisfied the following requirements:

- (i) Have died in Active Service with the Fire Department; or
- (ii) Have died prior to receiving his Retirement Benefit.

A Participant who dies while on leave for uniformed service under Article VII shall be deemed to have died while in Active Service.

(b) *Amount*. If a Participant in Active Service dies, the Participant's Beneficiary shall receive a lump sum payment equal to 100% of the Participant's Accrued Benefit.

The Survivor Benefit paid on behalf of a Participant in Active Service who dies before having completed five Years of Active Service shall be determined as if the Participant had completed five Years of Active Service.

If a Participant who has retired from or ceased Active Service dies, the Participant's Beneficiary shall receive a lump-sum Survivor Benefit determined as follows:

Years of Active Service credited to Participant	multiplied by	Benefit level in effect for Participant	multiplied by	Vesting percentage for completed Years of Active Service
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The Survivor Benefit level will be the benefit level in effect at the Participant's Separation Date. However, if the Participant had a Break in Service, the Survivor Benefit level shall be determined as described in Section 4.2.

Such Survivor Benefit shall be paid to the Participant's Beneficiary as soon as administratively feasible following the Participant's death and the approval of the Survivor Benefit Payment Request form.

A Participant's Beneficiary shall be as follows:

- (i) the Participant's Surviving Spouse; or
- (ii) if no Surviving Spouse, the Participant's Surviving Children or if so designated as a Beneficiary by the Participant, a trust for the benefit of the Participant's Surviving Children created under Chapter 501B; or
- (iii) if no Surviving Spouse or Surviving Children, the Participant's designated Beneficiary or Beneficiaries. To designate a Beneficiary, the Participant shall complete, sign and file with the Relief Association a designation of Beneficiary on a form to be provided by the Relief Association or by other written form acceptable to the Relief Association. On said form, the Participant shall designate a Beneficiary, which must be a natural person,

or a designated trust created under Chapter 501B of the Minnesota Statutes that shall be paid any sum that may be payable on account of the Participant's death (reserving, however, to the Participant the power to change the designation of Beneficiary using the Change of Beneficiary Designation form); or

- (iv) if no designated Beneficiary or Beneficiaries, to the estate of the Participant.

If there is a Surviving Spouse, but no Surviving Children, the Surviving Spouse may waive in writing all or a part of the Survivor Benefit otherwise payable to the Surviving Spouse, in which event, the Survivor Benefit waived shall be paid as if the spouse had predeceased the Participant.

4.6 Funeral Benefit. No Funeral Benefit shall be paid under this Plan.

4.7 Supplemental Benefit. Upon payment of a lump sum distribution, the Relief Association must pay a Supplemental Benefit to the Qualified Recipient. The Supplemental Benefit may be paid from the Special Fund. The amount of the Supplemental Benefit equals ten percent of the lump sum distribution, excluding any interest paid during a period of deferral, but in no case may the Supplemental Benefit exceed \$1,000.

4.8 Supplemental Survivor Benefit. Upon payment of a Survivor Benefit, the Relief Association must pay a Supplemental Survivor Benefit to the Surviving Spouse, or, if none, the Surviving Child(ren) of a Participant who had at least one (1) month of Active Service. The Supplemental Survivor Benefit shall be paid in lieu of the Supplemental Benefit and shall be paid from the Special Fund. The amount of the Supplemental Survivor Benefit equals twenty (20) percent of the lump sum distribution, but in no case may the Supplemental Survivor Benefit exceed \$2,000.

4.9 Benefit Payment Requests. Requests for benefit payment shall be in writing and filed with the Relief Association not less than 90 days prior to the next Board meeting, unless permitted earlier by the Board. Such request shall be made on the appropriate form described below:

<u>Requested Benefit</u>	<u>Required Benefit Form</u>
Retirement	Retirement Benefit Payment Request
Survivor	Survivor Benefit Payment Request
Disability	Disability Benefit Payment Request (if applicable)

Requests for Plan benefits shall be considered valid when approved by the Board. Upon approval of the request, the Board shall pay the Participant within 90 days and provide notices to the Participant as required by state or federal law with respect to pension or benefit payments, including, if required, the Special Tax Notice Regarding Plan Payments.

4.10 Forms of Payment. Plan benefits payable to a Participant or Beneficiary shall be made in single lump sum payment. The Participant shall specify that the payment be made in the manner of:

- (a) a check payment payable to the Participant or Beneficiary, subject to federal income tax withholding, as may be required; or
- (b) a direct rollover to an individual retirement account described in Section 408(a) of the Code to the extent permitted by law, or
- (c) a transfer to the Participant's account in the Minnesota Deferred Compensation Plan, to the extent permitted by law and the Minnesota Deferred Compensation Plan.

No other forms of distributions are allowed under the Plan.

4.11 Maximum Limitation on Benefits. Notwithstanding any provision of the Plan to the contrary, a Participant's benefit under the Plan shall not exceed the maximum amount permitted under Section 415 of the Code. Service pensions shall be further limited to the maximum amounts payable pursuant to Minnesota Statutes, Section 424A.02, Subd. 3.

4.12 Required Distributions. Notwithstanding any provision of the Plan to the contrary, a Participant's benefit shall be paid to the Participant by April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or ceases Active Service. Such distributions shall be determined and made in accordance with Section 401(a)(9) of the Code and regulations promulgated there under, including the minimum distribution incidental benefit requirement of Treasury Reg. Section 1.401(a)(9)-2, the provisions of which are incorporated herein by reference.

4.13 Unclaimed Benefits. If the Relief Association is unable with reasonable effort to locate a Participant or person/estate entitled to a Survivor Benefit under the Plan or applicable law, the benefit distributable to such Participant or person/estate shall be forfeited and will be credited to the Special Fund. Efforts to locate a Participant or person/estate must be documented. Forfeiture shall occur no earlier than thirty-six (36) months after the Board concludes the Relief Association was unable to locate such Participant or person/estate despite reasonable efforts to do so.

## **ARTICLE V** **APPEALS PROCEDURE**

5.1 Right of Appeal. In the event the Board of Trustees denies a written request for a Retirement, Disability or Survivor Benefit, the Participant or Beneficiary whose request was denied (a "claimant") shall be entitled to appeal the determination.

5.2 Denial of Benefits. If a written request is not approved, the Board shall return the form to the claimant within 30 days, noting which requirements the claimant does not meet. Thereafter, the claimant shall be furnished with the opportunity to be heard by the Board, on the question of

whether the claimant meets all of the eligibility requirements. A claimant who intends to appeal must furnish the Board with a written notice of appeal within 30 days of receiving an adverse determination.

5.3 Review Procedure. Upon receipt of the written notice of appeal, the Board of Trustees shall hold a special meeting within 60 days. Timely notice of the meeting shall be given to the claimant at least 15 days prior to the special meeting. The claimant shall have the reasonable opportunity to be heard by the Board of Trustees at the special meeting with regard to the negative determination. The Board shall decide the appeal and shall give the claimant written notice of its decision.

The exhaustion of these claims procedures is mandatory for resolving every claim and dispute arising under these Bylaws. Any legal action to recover benefits or to enforce or clarify rights under the Bylaws must be commenced in the proper forum within 120 days after the claimant has exhausted the claims procedures. For all purposes, knowledge of all facts that the Participant knew or reasonably should have known shall be imputed to every claimant who is or claims to be a beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant. The Board has full discretion to determine benefit claims under the Bylaws. Any interpretation, determination or other action of the Board shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the Board shall be based only on such evidence presented to or considered by the Board at the time it made the decision that is the subject of review.

## **ARTICLE VI**

### **CLAIMS AGAINST BENEFICIAL INTEREST**

6.1 Nonassignability. No Participant or Beneficiary shall have any transmissible interest in the Plan or in the Participant's separate Beneficial Interest therein, either before or after the vesting thereof, or in any of the assets comprising the same prior to actual payment and distribution thereof, and shall have no power to alienate, dispose of, pledge or encumber the same, while in the possession or control of the Plan, nor shall the Plan recognize any assignment thereof, either in whole or in part, nor shall the interest of any Participant or Beneficiary be subject to attachment, garnishment, execution or other legal process while in the hands of the Plan, except as provided in Minnesota Statutes, Section 518A.53 or as otherwise provided herein.

6.2 Charge for Litigation. In the event that any Participant or any person claiming by or through a Participant should commence any equitable or legal proceedings against the Relief Association, the result of which is adverse to the plaintiff, or in the event that the Relief Association should find it necessary to commence any such proceeding against any Participant or any person claiming by or through a Participant, the result of which is adverse to the defendant, the cost to the Relief Association of defending or bringing the proceeding, as the case may be, shall be charged, to the extent possible and permitted by law, to the Accrued Benefit of the Participant and only the excess of such cost over the amount of the Participant's Accrued Benefit shall be included as an expense of administration.

6.3 Domestic Relations Orders. Notwithstanding any provision to the contrary herein, the Board of Trustees may assign the interest of a Participant in the Plan to an Alternate Payee pursuant to a Domestic Relations Order. In the event the Plan receives a Domestic Relations Order with respect to a Participant's Beneficial Interest in the Plan, the following provisions shall apply:

- (t) The Board shall promptly give written notification to the Participant and to the Alternate Payee of receipt of a domestic relations order and of Plan Qualification Procedures. The Board shall then proceed with Qualification Procedures to determine whether the order is a Domestic Relations Order and can be honored. The Board shall then notify the Participant and Alternate Payee (or the Alternate Payee's designated representative) of its determination.
- (u) Disputed funds shall be disposed of as follows:
  - (i) During the period in which the Qualification Procedures are in progress, the Board shall separately account for any amounts that would be payable to an Alternate Payee if the Domestic Relations Order can be honored.
  - (ii) If it is determined the Domestic Relations Order can be honored within the 18-month period commencing on the date payments are to begin under the order, the Board shall pay the amounts designated in the order, including any interest, to the Alternate Payee.
  - (iii) If the Board determines that the Domestic Relations Order cannot be honored or if the 18-month period described in (ii) above elapses and the qualification dispute has not been resolved, the Board shall pay the segregated amounts, together with earnings or losses, if required, to the persons who would have received the amounts if the order had not been issued.
  - (iv) If an order is qualified after expiration of the 18-month period described in (ii) above, payment of benefits to an Alternate Payee shall proceed prospectively and the Plan shall not be liable to an Alternate Payee for benefits attributable to the period prior to qualification.
- (v) Payment of benefits pursuant to a Domestic Relations Order shall be made only as permitted under the Plan. Payment to an Alternate Payee may not commence until the Participant submits a valid Retirement Benefit Payment Request form and the Participant's benefit becomes payable.
- (w) If a Domestic Relations Order does not address and determine the payment of the Supplemental Benefit payable under Section 4.7 in connection with the payment of a Retirement Benefit, the Supplemental Benefit shall be divided between the Participant and the Alternate Payee in the same proportion as the Retirement Benefit is so divided. In addition, the Board cannot honor a Domestic Relations

Order requiring that Supplemental Survivor Benefits be paid to anyone other than the persons listed in Section 4.8 in the order there listed.

- (x) To the extent permitted by law and except as otherwise provided under a Domestic Relations Order, the Board may, on a uniform basis, charge the reasonable and necessary expenses associated with the review of a Domestic Relations Order and the implementation of a Domestic Relations Order to the accounts of the Participant and Alternate Payee.

## **ARTICLE VII**

### **UNIFORMED SERVICE (MILITARY SERVICE)**

Subject to restrictions stated in this section, a Participant who is absent from firefighting service due to service in the uniformed services, as defined in the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), will be granted Active Service credit under the Plan for the period of the uniformed service, not to exceed five years, unless a longer period is required under USERRA.

To be eligible for such credit, the Participant must return to firefighting service with coverage by the Relief Association (or by the successor to the Relief Association) upon discharge from service in the uniformed service within the time frame required in USERRA. However, Active Service credit is not authorized if the Participant separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

Active Service credit is not authorized if the Participant fails to provide notice to the Fire Department that the Participant is leaving to provide service in the uniformed service, unless it is not feasible to provide that notice due to the emergency nature of the situation.

If the Participant does not return to Active Service with the Fire Department within the time frame required in USERRA, then except as otherwise provided in the following sentence, it shall be conclusively presumed that the Participant’s Active Service terminated as of the date that the leave for uniformed services began. A Participant who dies or becomes Disabled while the Participant is on leave for uniformed services shall be deemed to have returned to Active Service and shall be deemed to have accrued years of Active Service during the period of leave for uniformed services.

## **ARTICLE VIII**

### **RIGHT TO AMEND, DISCONTINUE OR TERMINATE**

8.1 Amendment. Except as herein otherwise limited, the Relief Association shall have the right to amend this Plan, pursuant to Section 12.3 of the Bylaws, at any time to any extent that it may deem advisable. Such amendment will be stated in an instrument in writing executed by the Relief Association. Upon adoption and execution of such instrument, this Plan shall be deemed to have been amended in the manner therein set forth, and Participants shall be bound thereby.

If the Special Fund does not have a surplus over full funding pursuant to Minnesota Statutes,

Section 69.772, Subd. 3, clause (b), or Minnesota Statutes 69.773, Subd. 4, and if the Municipality is required to provide financial support to the Special Fund pursuant to Minnesota Statutes, Section 69.772 or 69.773, no amendment that would affect the amount of, the manner of payment of, or the conditions for qualification for service pensions or ancillary benefits or disbursements other than administrative expenses authorized pursuant to Minnesota Statutes 69.80 payable from the Special Fund shall be effective until it has been ratified by the governing body or bodies of the Municipality.

If the Municipality is not required to provide financial support to the Special Fund, the Relief Association may adopt an amendment of the Plan that increases or otherwise affects the service pensions or ancillary benefits payable from the Special Fund without municipal ratification so long as the changes do not cause the amount of the resulting increase in the accrued liability of the Special Fund to exceed 90 percent of the amount of the prior surplus over full funding and the changes do not result in the financial requirements of the Special Fund exceeding the expected amount of the future fire state aid to be received by the Relief Association.

The financial requirements are to be determined by the Board of Trustees following the preparation of an estimate of the expected increase in the accrued liability and annual accruing liability of the Relief Association attributable to the change. If the Relief Association adopts or amends the Plan without municipal ratification, and, subsequent to the amendment or adoption, the financial requirements of the Special Fund are such so as to require financial support from the Municipality, the provision that was implemented without municipal ratification shall no longer be effective without municipal ratification, and any service pensions or ancillary benefits payable with respect to the unapproved increase shall no longer be effective as of the January 1 of the year for which the Schedules I and II for the municipal contribution became due, and as of that January 1, service pensions or ancillary benefits shall be paid only in accordance with provisions of the Plan as amended or adopted with municipal ratification.

8.2 Consolidation and Plan Benefits. The Relief Association has not been consolidated with another relief association pursuant to Minnesota Statutes, Section 424B.02.

8.3 Termination of Plan. Upon dissolution of the Relief Association, after the settlement of nonbenefit legal obligations of the Special Fund, the Board shall transfer the remaining assets of the Special Fund, as securities or in cash, as applicable, to the chief financial official of the Municipality. The Board shall also compile a schedule of Participants to whom a service pension is or will be owed, any Beneficiary to whom a benefit is owed, the amount of the service pension or benefit payable based on the Bylaws and state law and the service rendered to the date of the dissolution, and the date on which the pension or benefit would first be payable under the Bylaws and state law.

The Municipality receiving the remaining assets of the Special Fund shall establish a separate account in the municipal treasury to function as a trust fund for Participants and their Beneficiaries eligible for Plan benefits. Upon submission of the proper form, on or after the initial date on which the service pension or benefit is payable, the municipal treasurer shall pay the pension or benefit due, based on the schedule described above and the other records of the dissolved Relief Association. The trust fund must be invested and managed consistent with Minnesota Statutes Section 69.775 and Chapter 356A. Upon payment of the last service pension or benefit due and owing, any remaining assets in the trust fund may be transferred to the general fund of the municipality. If the Special Fund had an unfunded actuarial accrued liability upon dissolution, the Municipality is liable for that unfunded actuarial accrued liability.

## **ARTICLE IX** **MISCELLANEOUS**

9.1 Governing Law. This Plan shall be construed, administered, and governed in all respects under the laws of the State of Minnesota, except as preempted by federal law.

If any Minnesota laws are applicable solely to the Relief Association, then an Appendix F will be included to describe such laws.

9.2 Binding Effect. This Plan shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of any and all of the parties hereto.

9.3 Effective Date Application. If a member's Separation Date is prior to the Effective Date, the member's status and benefit under the Plan, if any, attributable to Active Service, shall be determined and paid in accordance with the provisions of the Plan in effect at the Separation Date.

If a member had a Separation Date prior to the Effective Date, but returns to complete a Year of Active Service that ends after the Effective Date, the member's status and benefits under the Plan for all Active Service shall be determined in accordance with the provisions of the Plan in effect at the subsequent Separation Date.

9.4 Authority of Board of Trustees. The Board of Trustees shall have full power, authority and discretion to do each and every act and thing which it is specifically required or permitted to do under the provisions of the Plan and to determine conclusively for all parties all questions arising in the interpretation or administration of the Plan.

**APPENDIX C**

**EAST BETHEL FIREFIGHTERS RELIEF ASSOCIATION**  
Benefit Levels

<b>Benefit Level Effective Date</b>	<b>Benefit Level per Year of Active Service</b>	<b>Interest Rate for Deferred Pension Benefit</b>	<b>Date Approved by Municipality</b>
January 1, 2016	\$4,500	NA	September 2, 2015
July 28, 2014	\$4,000	NA	August 20, 2014
October 1, 2013	\$3,600	NA	August 7, 2013
May 5, 2009	\$3,400 (no change)	NA	December 6, 2006
January 1, 2007	\$3,400	NA	December 6, 2006

NA means not applicable.  
NR means not required.  
TBD means to be determined

**RESTATED BYLAWS**  
**OF**  
**EAST BETHEL FIREFIGHTERS**  
**RELIEF ASSOCIATION**

The Bylaws of the Relief Association are hereby amended in their entirety and restated effective as of April 1, 2013.

**ARTICLE I**  
**NAMES**

As provided in the Articles of Incorporation, the name of this organization shall be the East Bethel Firefighters Relief Association (the "Association").

**ARTICLE II**  
**DEFINITIONS**

General Definitions

Whenever appropriate, words used herein in the singular shall include the plural, the plural may be read as the singular, and the masculine shall include the feminine.

The following words and phrases when used herein shall have the following meanings except as otherwise required by the context in which they are used:

"Active Member" is a member of the Association who is eligible for benefits and is currently meeting the minimum firefighter and service standards with the Fire Department. As of July 1, 2006, Active Members must be Volunteer Firefighters as defined in Section 2.1 of the Plan attached hereto.

"Board of Trustees" or "Board" shall mean the Board of Trustees of the Relief Association, and shall perform the functions and assume the same duties as a Board of Directors under Minnesota Statutes, Chapter 317A.

"Deferred Member" is a member of the Association who has retired or been terminated from the Fire Department but has not taken a distribution of benefits.

"Fire Department" is the Fire Department serving the Municipality.

"General Fund" shall mean the fund established pursuant to Minnesota Statutes, Section 424A.06 that holds the funds received from dues, fines, initiation fees, entertainment revenues and any money or property donated, given, granted or devised by any person, for unspecified uses.

“Material Financial Interest” is a financial interest or expectation of any kind on the part of a Board member or Relative, which is substantial enough to reasonably affect the judgment of the Trustee who has a conflict of interest. The term “financial interest” includes any and all monetary expectations and exists when a Board member or Relative has rights (whether or not a Deferred Member or beneficiary) to be paid compensation, retiree benefits, or to have their expenses reimbursed or obligations or other liabilities repaid, etc. (See Article IX Fiduciary Responsibility.)

“Municipality” is the City of East Bethel.

“Municipal Trustees,” formerly known as ‘ex-officios,’ are members of the Board of Trustees designated solely by the Municipality and shall include the two appointed or elected officials and the fire chief, as further defined in Section 5.1 herein.

“Relative” is a member of one’s family and includes spouses, parents, children, siblings, in-laws, aunts, uncles, first cousins, step-parents, step-children, and may include other family members such as common-law partners or long-time companions, of a Trustee who has a conflict of interest. (See Article IX Fiduciary Responsibility.)

“Special Fund” shall mean the fund as defined in Section 2.1 of the Plan attached hereto.

“Supermajority” is required when there is a conflict of interest on an item to be voted on by the Board of Trustees because one or more Trustees have a Material Financial Interest. A Supermajority is the majority of those Trustees after subtracting the Trustee(s) who has a conflict of interest (e.g., Nine (9) Trustees less two (2) with a conflict = Seven (7). Supermajority would require four (4) Trustees to vote in favor to pass the motion). (See Article IX Fiduciary Responsibility.)

### **ARTICLE III PURPOSE**

As provided in the Articles of Incorporation, the purpose of the Association is to provide retirement relief and other benefits to members and their dependents. For purposes of Chapter 424A of Minnesota Statutes, the Association is a governmental entity that receives and manages public funds to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and, if applicable, emergency response. The Association may also raise funds from private sources to furnish fire and emergency equipment for the Fire Department, and for other purposes deemed necessary and appropriate by the Association to the extent permitted by law. Benefits paid to members and their dependents shall be funded exclusively through governmental sources and, to the extent provided by State law, through restricted donations.

## **ARTICLE IV MEMBERSHIP**

4.1 Admission. All firefighters of the Fire Department are members of the Association and shall be eligible for benefits, except as otherwise stated in these bylaws. An application for membership shall be completed on the Membership Application and Beneficiary Designation form to become eligible for benefits in the Association. Upon approval of the member's application, such member shall accrue service credit for all active service while in probationary status.

4.2 Membership Duties. The Association does not require membership duties.

4.3 Membership Dues. The Association does not require membership dues.

4.4 Member Voting Rights. Each Active Member shall be entitled to one (1) vote on any matter voted upon by the membership. Deferred Members are not entitled to vote. Voting by proxy/absentee ballot is permitted following the procedures set forth in Section 4.5.

4.5 Proxy/Absentee Ballot. *Member Voting:* If permitted by the Board prior to a meeting, voting members may cast votes by submitting an absentee ballot provided by the Board that is signed by the member and deposited in the ballot box set out by the Board. Submission of an absentee ballot shall constitute a proxy to the officer of the Association designated and authorized on the ballot who is bound to cast the member's vote in accord with the member's ballot choices. The member may withdraw his/her proxy/absentee ballot by attending a meeting and voting in person. Use of proxies/absentee ballots may only be used on items listed on the ballot and may not be used when trustees and/or officers are elected from the floor during the meeting.

*Counting Ballots:* If ballots were used because there were more than two candidates for any Trustee position up for election as indicated under Section 7.2, an officer of the Association who is not standing for election shall count the ballots as follows: All first choices are counted, and if no candidate wins a majority of first choices, then the last place candidate is eliminated. Ballots of voters who ranked the eliminated candidate first are redistributed to their next choice candidates, as indicated on each voter's ballot. Last place candidates are successively eliminated and ballots are redistributed to next choices until one candidate remains or a candidate gains a majority of votes.

In case of a tie resulting from the above procedure, the candidates receiving the two highest number of votes shall be placed into new balloting to be effected at the meeting. The previously submitted proxy/absentee ballots shall be recounted using the above procedures for the two candidates who have tied. Simultaneously, members present at the meeting will recast their vote for the two candidates who have tied. Additional balloting including the proxy/absentee ballots for said office shall continue until one candidate shall receive a majority of votes cast on a reballot and he shall be elected to said office.

4.6 Separation. For records retention and administration of the Association, the Board may request that a Deferred Member complete and submit a Membership Separation Form.

4.7 Member Recognition. The Association may continue to honor members whose status has changed between volunteer/paid on-call and full- or part-time employee of the same Fire Department. The members shall adopt written policies and procedures, including any eligibility or types of recognition.

4.8 Termination. Any member who is terminated by the Fire Department or Municipality shall cease accruing benefits under the Association as of the date of termination.

## **ARTICLE V BOARD OF TRUSTEES**

5.1 Composition. The Board of Trustees shall consist of nine (9) members. Six (6) trustees shall be elected from the membership of the relief association. There shall be three (3) officials drawn from the Municipality. The three (3) Municipal Trustees must be one (1) elected municipal official and one (1) elected or appointed municipal official, who are designated as municipal representatives by the municipal governing board annually, and the chief of the municipal fire department. The Municipal Trustees must be designated annually by the city council of the Municipality.

5.2 Duties. The Board of Trustees shall perform the functions and assume the same duties as a Board of Directors under Minnesota Statutes, Chapter 317A. In addition, the Board of Trustees shall:

- (a) Have exclusive control and management of all funds received by the Treasurer pursuant to the statutes of the State of Minnesota and all moneys or property donated, given, granted or devised for the benefit of the Association.
- (b) Examine the books, papers, funds, securities and property in the custody of the Treasurer, and general accounts, funds and securities, and property of the Association.
- (c) Examine and approve the validity of all claims prior to payment by the Treasurer.
- (d) Provide the forms on which members may submit claims to the Board of Trustees for their approval.
- (e) On an annual basis or more frequently as may be required to determine eligibility for benefits, confirm minimum firefighter and service standards pursuant to the Volunteer Firefighter definition in Section 2.1 of the Plan attached hereto.

- (f) Assume such additional duties as may be described in Article IX herein and in Association policies and procedures or required by state law including the establishment of any committee deemed necessary or appropriate.

## **ARTICLE VI OFFICERS**

6.1 Number. The number of officers of the Association and their duties shall be as set forth below.

6.2 President. It shall be the duty of the President of the Association to:

- (a) Have general active management of the business of the corporation;
- (b) When present, preside at meetings of the Board and of the members;
- (c) See that orders and resolutions of the Board are carried into effect;
- (d) Sign and deliver in the name of the corporation bonds, contracts, or other instruments pertaining to the business of the corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the articles or bylaws or by the Board to another officer or agent of the corporation;
- (e) Maintain records of and, when necessary, certify proceedings of the Board and the members; and
- (f) Perform other duties prescribed by the Board.

6.3 Pro Tem Officers. In the absence of the President and Vice President, if applicable, the Board of Trustees shall appoint an interim President from the existing Officers and/or Trustees other than the Municipal Trustees, who shall perform the duties applicable to the office.

6.4 The position of Vice President shall not exist.

6.5 Secretary. It shall be the duty of the Secretary of the Association to:

- (a) Keep a record showing the correct addresses of all members and request the names of their beneficiaries.
- (b) Keep or cause to be kept an accurate record of all meetings of the Association and of all meetings of the Board of Trustees.
- (c) Conduct and direct the investigation of all claims.
- (d) Keep a record of all monies received and paid out by the Treasurer.

- (e) Provide access to the Association's Articles, Bylaws, minutes, and financial statement on the last annual accounting period to all members or all Board of Trustees (including the Municipal Trustees), for any proper purposes they may have, in accord with Minnesota Statutes, Section 317A.461.

6.6 Treasurer. It shall be the duty of the Treasurer of the Association to:

- (a) Receive and receipt all monies due the Association from members and other sources and to keep accurate accounts and records of all the money so received.
- (b) Have custody of all monies and securities belonging to the Association.
- (c) Furnish a surety bond in favor of the Association for the faithful performance of all duties involving the Association and for the safekeeping of, or accounting for, all monies and securities that may come into its possession. The bond shall be in an amount equal to at least 10% of the assets up to a maximum of \$500,000.
- (d) Pay all properly approved claims for benefits, and to pay all bills incurred in the way of necessary expenses in the conduct of the business of the Association and to keep accurate accounts and records of all the money so paid.

6.7 General Duties.

- (a) It shall be the duty of the President, along with the Treasurer to countersign all checks issued by the Association.
- (b) The officers shall annually prepare an annual financial report of the Association's receipts, disbursements, and balances in the Special and General Funds for the preceding calendar year on a form prescribed by the Office of the State Auditor. They shall transmit the report to the city clerk or clerk-treasurer of the Municipality for inspection, signature and transmission to the State Auditor pursuant to law.
- (c) Pursuant to the Volunteer Firefighter Relief Association Financing Guidelines Act of 1971, the officers of the Association shall, annually, determine the financial requirements of the Special Fund for the following year. The financial requirements of the relief association and the minimum municipal obligation must be included in the financial report or financial statement.

6.8 Compensation. No compensation is authorized for services to the Association by any officer or trustee.

## **ARTICLE VII ELECTIONS**

7.1 Trustee Terms. The Trustees shall be elected to staggered two-year terms. There will be three (3) Trustees elected by the membership each year at the annual meeting of the Association, and begin their individual terms on January 1 after the meeting at which they are elected.

Each appointed Municipal Trustee term is one (1) year or until the person's successor is qualified, whichever is later. The term of a Municipal Trustee shall terminate upon termination of the Trustee's position with the Municipality.

An individual Trustee may serve an unlimited number of terms.

7.2 Voting on Trustees. Each of the positions on the Board of Trustees who are not the Municipal Trustees shall be voted on separately by the Active Members in attendance at the annual meeting. No nominations of slates of candidates or cumulative voting shall be allowed. All votes unless specified prior to the vote, shall be conducted by a voice vote. A simple majority of those present at the meeting is needed to elect. If a simple majority cannot be determined by voice vote, the officer in charge of the vote shall ask for a show of hands or for a secret ballot. A trustee who was elected by the membership may be removed with or without cause by a simple majority vote of the Active Members in any subsequent annual, regular or special meeting.

If allowed by the Board of Trustees under Section 4.5, a proxy/absentee ballot may be used to perform "runoff voting" if there are more than two candidates for any Trustee position up for election and Active Members must rank candidates by order of preference. See Section 4.5 for counting ballots.

7.3 Officer Terms. The offices of President, Secretary, and Treasurer shall be elected to one-year terms, and begin their individual terms at the end of the meeting at which they are elected.

7.4 Voting on Officers. Officers shall be elected by the Board of Trustees from among the elected Trustees. Voting for officer positions by the Board of Trustees will take place at the first Association Board Meeting following the Annual Meeting. Each position will be nominated and elected separately at this meeting. A simple majority is needed for an officer to be elected. The officer in charge of the vote shall ask for a show of hands *but shall not allow* for a secret ballot, and each vote shall be recorded in a public journal. An officer may be removed with or without cause by a simple majority vote of the Trustees in any subsequent annual, regular or special meeting.

No individual may hold more than one (1) officer position at one (1) time.

7.5 Officer and Trustee Vacancies. In the case of death, resignation or removal from office for any elected officer or Trustee of the Association, except a Municipal Trustee, the vacancy shall be filled by the Board of Trustees from the membership at a Board meeting to be duly called for the purpose of filling out this term. In the event an officer fails to retain his position as an elected Trustee, he must vacate his officer position pursuant to Minnesota Statutes, Chapter 424A Volunteer Firefighters' Retirement.

## **ARTICLE VIII MEETINGS**

8.1 Annual Meeting of the Members. The annual (regular) meeting of the members shall be held on the fourth Monday of October each year unless a different date is designated by the Board. The place of the meeting shall be designated and may be changed from time to time by the Board of Trustees.

8.2 Regular Meetings of the Members. Other regular meetings of the members shall be held on the fourth Monday each month except if that day is a holiday. If it is a holiday, the majority of the Board can set an alternate meeting date, by following the notice procedures under Section 8.4 below. The place of the meeting shall be designated and may be changed from time to time by the Board of Trustees. The schedule of the regular meetings on file at primary offices is sufficient for notice unless time or location is changed.

8.3 Special Meetings of the Members. Special meetings of the members may be called at any time upon the written order of the President and one (1) other member of the Board of Trustees, or six (6) voting members of the Association. The place of the meeting shall be designated and may be changed from time to time by the Board of Trustees.

8.4 Notice of Meetings of the Members. A notice of every annual and any special meetings of the members shall include the date, time, place and purpose of the meeting and be *posted* on the bulletin board of the Association, or if no bulletin board, on the door of its usual meeting room; *and* in accord with Minnesota Statutes, Section 317A.433 Subd 4, business at a special membership meeting must be limited to the stated purpose; *and further* in accord with Minnesota Statutes Section 317A.435, each voting member shall be *provided* at least five (5), but not more than sixty (60) days, before the meeting, (excluding the date of the meeting) with notice setting forth the date, time, place, and purpose of the meeting.

8.5 Member Quorum. Fifty-one (51) percent of the Active Members of the Association shall constitute a quorum for the transaction of business at their meetings.

8.6 Member Voting. Each Active Member present at the meeting shall be entitled to one (1) vote. All votes, unless specified prior to the vote, shall be conducted by a voice vote. If a majority cannot be determined by voice vote, the officer in charge of the vote shall ask for a show of hands or for a secret ballot. Voting by proxy/absentee ballot will be allowed under Section 4.5. A voting "majority" is majority of the quorum, not majority of the entire association membership.

8.7 Regular Meetings of the Board of Trustees. Meetings of the Board of Trustees shall be held on the fourth Monday of January, April, July and first Monday in November except that if that day is a holiday. If it is a holiday, the majority of the Board can set an alternate meeting date, by following the notice procedures under Section 8.9 below. Meetings of the Board of Trustees shall be held at the Fire Station unless noticed for another place within the City as designated by the Board.

8.8 Special Meetings of the Board of Trustees. Special meetings of the Board of Trustees may be called at any time upon the written order of the President and one (1) other member of the Board of Trustees. The meeting shall be held at the Fire Station unless noticed for another place within the City as designated by the Board.

8.9 Notice of Meetings of the Board of Trustees. The association is governed by Minnesota Statutes, Section 13D.01 which requires that all meetings of the Association's Board of Trustees be open to the public with rare exceptions. All notices provided for in this Article shall comply with Minnesota Statutes, Section 13D.04 which requires at a minimum that:

- (a) a schedule of any regular meetings of the Board of Trustees be kept on file at the Association offices, and
- (b) for special meetings, a notice stating the date, time, place and purpose of the meeting be *posted* on the bulletin board of the Association, or if no bulletin board, on the door of its usual meeting room; *and* in accord with Minnesota Statutes, Section 317A.231, each Trustee shall be *provided* at least three (3), but not more than sixty (60) days, before the meeting, (excluding the date of the meeting) with notice setting forth the date, time, place, and purpose of the meeting.

8.10 Board Quorum. A majority of the Board of Trustees then in office shall constitute a quorum for the transaction of business at its meetings.

8.11 Board Voting. Unless the Articles or Bylaws specify otherwise, an action of the Board shall be effected by a majority vote of the Trustees present and eligible to vote once a quorum has been achieved. The officer in charge of a vote shall ask for a show of hands *but shall not allow* for a secret ballot *nor proxy*, and each vote shall be recorded in a public journal. No action shall be considered once a quorum has been lost.

8.12 Electronic Meeting Prohibited. Any meeting of the Board of Trustees or the membership by solely electronic means (e.g., e-mail, simulchat or phone conference) that is not accessible to the public at a set meeting location is prohibited.

8.13 Order of Business. At any annual, regular and all special meetings, the order of business shall be as follows:

- (a) Call to order by the President
- (b) Roll call (verify quorum)
- (c) Secretary's Report (reading of previous minutes)
- (d) Treasurer's Report
- (e) Report of the Board (member meeting)
- (f) Report of other committees (Board or member meeting)
- (g) Election of Trustees and Officers, if applicable (annual member meeting)
- (h) Old Business
- (i) New Business
- (j) Adjournment

## **ARTICLE IX FIDUCIARY RESPONSIBILITY**

9.1 Board of Trustees. Each member of the Board of Directors, also acts as a trustee of the Special Fund. The Board of Directors therefore also acts as the Board of Trustees. The Board of Trustees is charged with administering retirement and ancillary benefits under the Special Fund, and the Trustees are fiduciaries subject to the standard of care set forth in Minnesota Statutes, Section 11A. 09 and Section 356A.04. This includes specifically assuming such additional duties as may be described in Association policies and procedures or required by state law, including:

- (a) adopting an investment policy;
- (b) providing written investment restrictions to brokers;
- (c) securing certificates of insurance; and
- (d) establishing a continuing education plan in order to keep abreast of their fiduciary responsibilities.

9.2 Prohibited Transactions. No fiduciary of the Association shall cause the Association to engage in a transaction if the fiduciary knows or should know that a transaction constitutes one (1) of the following direct or indirect transactions:

- (a) sale or exchange or leasing of any real estate between the Association and a Board member;
- (b) lending of money or other extension of credit between the Association and a Board member or member of the Association;
- (c) furnishing of goods, services, or facilities between the Association and a Board member;
- (d) transfer to a Board member, or use by or for the benefit of a Board member, of any assets of the Association. Transfer of assets does not mean the payment of Association benefits or administrative expenses permitted by law; or
- (e) sale, exchange, loan, or lease of any item of value between the Association and a fiduciary of the Association other than for a fair market value and as a result of an arm's-length transaction.

9.3 Fiduciary Responsibilities Apart from the Special Fund. Although the title "Trustee" is applied to members of the Board of Directors of the Association, the fiduciary standard that Directors are subject to is two-tiered as a matter of State law. With respect to the Association's Special Fund, Trustees are required to meet a standard of care that applies to fiduciaries under Minnesota Statutes, Section 11A. 09 and Section 356A.04, as described above. With respect to business and management decisions not including decisions related to the Special

Fund, all Trustees are required to meet a standard of care that applies to nonprofit corporation Directors under Minnesota Statutes, Section 317A.251. These decisions include, but are not limited to, business decisions regarding fund-raising activities, and disposition of and management of the General Fund. Accordingly, in their decision-making and management, Trustees must discharge the duties of their position in good faith, in a manner the Director reasonably believes to be in the best interests of the Association, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. Directors are not, in accord with that same statutory section, considered “Trustees” with respect to the Association or with respect to property held or administered by the Association.

9.4 Conflict of Interest Procedures. When a member(s) of the Board of Directors has a conflict:

- (a) Each member of the Board of Directors, whether acting as a Director or as an Officer of the Association, has a duty to disclose to the Board (or to any committee of the Board) the material facts of any proposed transaction or action of the Association in which they or a Relative have a Material Financial Interest.
- (b) The disclosure required under (a) (above) ***must be made, to the extent possible, prior to any consideration of such proposed transaction or action*** by the Board of Directors or by any applicable committee of the Board of Directors. If a Board member does not recognize the existence of a conflict prior to the Board of Director’s decision regarding the transaction, that person has a duty to disclose the material facts of the conflict as soon as the conflict is recognized.
- (c) The Board member having a conflict shall not participate in the deliberation or decision regarding the matter under consideration and shall leave the room during deliberations except when he has been invited by the Board or committee to participate, after consideration of the significance to the Association of the disclosed conflict. The Board of Directors or committee may also request that he provide the Association with any relevant information known to the Board member regarding the matter.
- (d) Any proposed transaction or action in which the Board of Directors has determined that a Director has a conflict of interest that is not “de minimis” is to be approved by a ***majority of all the Board of Directors then-serving who would be entitled to vote*** and who are not interested Board members at a meeting at which a quorum is present (i.e., by a Supermajority of the entire Board of Directors not including a Board member(s) who has a conflict of interest), even though the non-conflicted directors may constitute less than a quorum). Deliberations by the Board of Directors regarding the conflict shall be documented in Board minutes no later than 60 days following the subject meeting. The votes of each Board member in support or in opposition to the transaction or action shall be noted.

- (e) All Board members are obligated to notify the Board of Directors if they believe another Board member has failed to disclose a conflict, and this procedure shall be followed by the Board of Directors in all such instances.

## **ARTICLE X FUNDS**

10.1 Funds. All money received by the Association shall be kept in two (2) separate funds, the General Fund and the Special Fund. Disbursements from the funds shall be in accordance with Minnesota Statutes and Rules and the Bylaws of the Association.

10.2 General Fund. The funds received by this Association from: dues, donations, fines, initiation fees, entertainment revenues and any moneys donated for unspecified uses shall be kept in the General Fund and may be disbursed upon a majority vote of the membership or of the Board of Trustees for any purpose reasonably suited to promote the welfare of the Association and its members. All expenses shall be paid out of the General Fund, except as specifically authorized to be disbursed from the Special Fund. These records shall be open for inspection by any member of the relief association at reasonable times and places.

10.3 Special Fund. All funds received by this Association from any tax sources, membership dues, except for dues payable as contributions to the General Fund, and other money that may be directly donated or transferred to said funds, shall be kept in a separate account on the books of the Treasurer known as the Special Fund and shall be disbursed only for the following purposes:

- (a) Payment of members' service pension benefits in accordance with these Bylaws,
- (b) Payment of ancillary benefits in accordance with these Bylaws,
- (c) Payment of fees, dues and assessments to the Minnesota State Fire Department Association and to the Minnesota Area Relief Association Coalition,
- (d) Payment of insurance premiums to the Volunteer Firefighters Benefit Association, or an insurance company licensed by the State of Minnesota offering casualty insurance, and
- (e) All administrative expenses authorized under Minnesota Statutes, Section 69.80.

These records shall be public and open for inspection by any member of the relief association, any officer or employee of the state or municipality, or any member of the public, at reasonable times and places.

10.4 Deposits. All money belonging to this Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board of Trustees

may designate. Board of Trustees shall make deposits in conformance with Minnesota Statutes, the Bylaws and the investment policy.

## **ARTICLE XI APPENDICES INCORPORATED IN BYLAWS**

The following appendices attached hereto are expressly incorporated herein as a component of these Bylaws, with the same legal force and effect of Bylaws.

Appendix A: Bylaw Amendment History.

Appendix B: East Bethel Firefighters Relief Association Defined Benefit Lump Sum Retirement Plan.

Appendix C: Benefit Levels.

## **ARTICLE XII AMENDMENTS**

12.1 Amendment of Articles of Incorporation by Members. Amendments to the Articles of Incorporation must be approved by a majority of the Board of Trustees and by a majority of the Active Members. The exception is changing the relief association's physical address; in that case, the Board of Trustees may amend the Articles of Incorporation without member approval. If an amendment is initiated by the Directors, proper notice of the proposed amendment must precede a meeting of the members at which the amendment will be considered and must include the substance of the proposed amendment. If an amendment is proposed, the members may demand a meeting of the Board of Trustees within 60 days for consideration of the proposed amendment if a regular meeting of the Board would not occur within 60 days.

12.2 Amendment of Articles of Incorporation by Board when Authorized by Members. When authorized by Active Members, the Articles of Incorporation may be amended by the Board of Trustees by the affirmative vote of a majority of the Trustees then in office, at a meeting for which notice of the meeting and the proposed amendment have been given. The members may prospectively revoke the authority of the Board to exercise the power of the members to amend the Articles, with the exception of amending the relief association's physical address, which the Board can amend without member approval. Nothing in this Section shall be construed to permit the Board to adopt, amend, or repeal provisions in the Articles that would alter the rights of the membership.

12.3 Amendment of Bylaws by Board. The Bylaws of the Association may be amended by the Board at any regular or special meeting of the Board by a vote of the majority present and voting, provided that a quorum is present; and provided further that a notice of date, time, place, purpose of the meeting and proposed amendment be *posted* on the bulletin board of the Association, or if no bulletin board, on the door of its usual meeting room, *and* in accord with Minnesota Statutes, Section 317A.231, each Trustee has been *provided* at least three (3), but not more than sixty (60) days, before the meeting, (excluding the date of the meeting) with notice

setting forth the date, time, place, purpose of the meeting and proposed amendment.

Board Limitations of Bylaw Amendments. Nothing in this section shall be construed to permit the Board to adopt, amend or repeal provisions regarding:

- (a) Amending in any way the definition of “Active Service” set forth in the Plan attached hereto
- (b) Decreasing any benefit level set forth in the Plan attached hereto
- (c) Changing the deferred interest percentage set forth in the Plan attached hereto
- (d) Changing the vesting schedule set forth in the Plan attached hereto
- (e) Membership (Article IV)
- (f) Compensation (Section 6.8)
- (g) Elections (Article VII)
- (h) Member Quorum (Section 8.5)
- (i) Revise the number of Members required to amend the Bylaws (Section 12.4)
- (j) or limit the right of at least ten percent of the membership to propose a resolution for action by the members to adopt, amend, or repeal Bylaws that the Board has taken action to adopt, amend or repeal pursuant to this section.

12.4 Amendment of Bylaws by Members. The Bylaws of the Association may be amended at any regular or special meeting by a vote of two-thirds of the Active Members present and voting, provided that a quorum is present; and provided further that notice of any proposed amendment(s) shall be given by posting or reading the same at any regular or special meeting not more than thirty-one (31) days preceding that upon which such amendment(s) are to be acted upon (excluding the date of the meeting).

12.5 Ratification of Amendments by Municipality. If the Association amends its bylaws to affect the amount of, the manner of payment of, or the conditions for qualification for service pensions or ancillary benefits or disbursements other than administrative expenses, it may be necessary to obtain ratification of the amendment by the Municipality as described in Section 8.1 of Appendix B.



**East Bethel  
Firefighters Relief  
Association**

Defined Benefit Lump Sum Retirement Plan Bylaws

Included:

Appendix A

Appendix B

Appendix C

Bylaws

11-1-2016

## APPENDIX A

### EAST BETHEL FIREFIGHTERS RELIEF ASSOCIATION

#### Bylaw Amendment History

For a complete summary of the amendments and, if applicable, the Board's rationale and purpose for the change, refer to the Board of Trustee meeting minutes listed with the effective date of the applicable amendment listed hereunder.

Effective Dates	Meeting Minutes	Summary of Change
September 19, 2016 (Document)  November 1, 2016 (Benefit level; see Appendix C)	September 19, 2016 (Board of Trustees) NA (Membership) See Appendix C for Municipality minutes	Increase benefit level per Year of Active Service from \$4,500 to \$4,600
July 20, 2015 (Document)  January 1, 2016 (Benefit level; see Appendix C)	July 20, 2015 (Board of Trustees) NA (Membership) See Appendix C for Municipality minutes	Increase benefit level per Year of Active Service from \$4,000 to \$4,500
July 28, 2014 (Document)  July 28, 2014 (Benefit level; see Appendix C)	July 28, 2014 (Board of Trustees) NA (Membership) See Appendix C for Municipality minutes	Increase benefit level per Year of Active Service from \$3,600 to \$4,000
April 1, 2013 (Document)  October 1, 2013 (Benefit level; see Appendix C)	July 22, 2013 (Board of Trustees) NA (Membership) See Appendix C for Municipality minutes	Increase benefit level per Year of Active Service from \$3,400 to \$3,600
April 1, 2013 (Document)  May 5, 2009 (Benefit level; see Appendix C)	March 4, 2013 (Board of Trustees) April 1, 2013 (Membership) See Appendix C for Municipality minutes	Restatement of Bylaws and Appendices in their entirety, moving from version 4 of the MNFPC Bylaw Solution™ to version 7.
May 5, 2009 (Document)  May 5, 2009 (Benefit level; see Appendix C)	December 29, 2008 (Board of Trustees) May 4, 2009 (Membership) December 17, 2008 (Municipality)	Restatement of Bylaws and Appendices in their entirety as part of subscribing to the MNFPC Bylaw Solution™ version 4 that provides model documents, administrative forms, and trustee support.

NA means not available.  
NR means not required.  
TBD means to be determined

APPENDIX B  
EAST BETHEL FIREFIGHTERS RELIEF ASSOCIATION  
DEFINED BENEFIT LUMP SUM RETIREMENT PLAN

These model documents are drafted to conform to Minnesota state laws relating to relief association pension plans for volunteer firefighters. The model documents are not drafted to meet the requirements of tax-qualified retirement plans under the Internal Revenue Code, and it is doubtful that the model documents can meet those requirements. **Minnesota Firefighter Pension Consultants, LLC (MNFPC, LLC) makes no representation regarding the status of the plans under federal or state tax laws. MNFPC, LLC recommends that Relief Associations consult their own tax advisors regarding the treatment of the plan and distributions from the plan under state and federal tax laws.**

MNFPC, LLC is not a law firm. We recommend review by your legal counsel of model documents before adoption.

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**EAST BETHEL FIREFIGHTERS RELIEF ASSOCIATION**  
**DEFINED BENEFIT LUMP SUM RETIREMENT PLAN**

The Board of Trustees of the Relief Association amends and restates its existing defined benefit pension plan in its entirety for the benefit of its eligible members.

**ARTICLE I**  
**NAMES, PURPOSE AND OTHER GENERAL INFORMATION**

- 1.1 Name of Municipality: City of East Bethel
- 1.2 Name of Fire Department: East Bethel Fire Department
- 1.3 Name of Relief Association: East Bethel Firefighters Relief Association
- Address: 2751 Viking Boulevard NE, East Bethel, MN 55092
- 1.4 Federal Taxpayer Identification Number: 41-1435538
- 1.5 Name of Plan: East Bethel Firefighters Relief Association Defined Benefit Lump Sum Retirement Plan
- 1.6 Original Effective Date of Plan: September 21, 1960
- 1.7 Purpose. The purpose of the Plan is to provide benefits to eligible members of the Relief Association (Participants) and their lawful Beneficiaries.

**ARTICLE II**  
**DEFINITIONS AND INTERPRETATION**

- 2.1 General Definitions. The following words and phrases when used herein shall have the following meanings except as otherwise required by the context in which they are used:
- (a) **“Accrued Benefit”** of a Participant shall mean the benefit determined under the terms of the Plan, as of a specified date.
  - (b) **“Active Service”** shall mean active service as defined by the Fire Department, as stated in its policies and procedures, except that Participants shall not receive credit for Active Service for periods during which the Participant is:
    - (i) a full- or part-time employee of the Fire Department who accrues pension service credit under the Public Employees Retirement Association of Minnesota Police and Fire Fund for the same firefighting service.

- (c) **“Alternate Payee”** shall mean a spouse or former spouse of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, a Participant’s Beneficial Interest under the Plan, pursuant to Minnesota Statutes, Section 518.58, Subd. 4.
- (d) **“Beneficial Interest”** shall mean the amount of a Participant’s Accrued Benefit that is distributable to the Participant or the Participant’s Beneficiary in accordance with the terms of the Plan.
- (e) **“Beneficiary”** shall mean any person entitled to receive benefits that may be payable upon or after a Participant’s death.
- (f) **“Board of Trustees”** or **“Board”** shall mean the Board of Trustees of the Relief Association.
- (g) **“Break in Service”** shall mean a period as defined by the Fire Department in its policies and procedures, during which the Participant does not meet Active Service requirements. However, service restored pursuant to the uniformed services provisions of Article VII shall be considered Active Service and shall not be considered a Break in Service.
- (h) **“Bylaws”** shall mean the duly adopted bylaws of the Relief Association.
- (i) **“Code”** shall mean the Internal Revenue Code of 1986, and amendments thereto.
- (j) **“Disability Benefit”** shall mean the benefit, if any, paid to a Participant in lieu of a Retirement Benefit, pursuant to Section 4.4.
- (k) **“Domestic Relations Order”** shall mean any judgment, decree or order (including approval of a property settlement agreement) that complies with the provisions of Minnesota Statutes Sections 518.58 or 518.581.
- (l) **“Effective Date”** of the Plan shall be the effective date referenced on the first page of the Bylaws.
- (m) **“Entry Date”** shall mean the date of hire as defined in the Fire Department policies and procedures.
- (n) **“Participant”** shall mean a member of the Relief Association who has accrued or is accruing benefits under the Plan.
- (o) **“Plan Year”** shall mean the calendar year.
- (p) **“Qualification Procedures”** shall mean written procedures adopted by the Board of Trustees to:
  - (i) determine whether a Domestic Relations Order may be honored under the law and the terms of the Plan; and

(ii) to administer distributions under such orders.

The procedures shall be implemented within a reasonable time after receipt of a domestic relations order by the Board of Trustees. Qualification Procedures must permit an Alternate Payee to designate a representative for receipt of copies of notices sent to the Alternate Payee with respect to a Qualified Domestic Relations Order.

- (q) **“Qualified Recipient”** shall mean an individual who receives a lump sum distribution of pension or retirement benefits, including disability benefits, from the Relief Association for service performed as a Volunteer Firefighter, as it relates to Section 4.7 herein.
- (r) **“Resumption of Active Service Requirement”** shall mean the period of time equal to the period of time that elapsed between the Participant’s Separation Date and return to Active Service up to a maximum of three (3) years pursuant to Section 4.2.
- (s) **“Retirement Benefit”** shall mean the benefit payable to a Participant pursuant to Section 4.1, but only after the Participant has met all eligibility requirements of Section 4.1.
- (t) **“Separation Date”** shall mean the date of retirement or termination as defined in the Fire Department policies and procedures.
- (u) **“Special Fund”** shall mean the fund established pursuant to Minnesota Statutes, Section 424A.05 used to fund benefits under the Plan and for other purposes permitted by statute. The assets of the Special Fund shall be invested only in securities authorized by Minnesota Statutes, Section 69.775.
- (v) **“Supplemental Benefit”** shall mean the benefit paid to a Qualified Recipient pursuant to Minnesota Statutes, Section 424A.10, Subd. 2(a), as described in Section 4.7.
- (w) **“Supplemental Survivor Benefit”** shall mean the benefit, if any, paid to a Surviving Spouse or minor Surviving Children pursuant to Minnesota Statutes, Section 424A.10, Subd. 2(b), as described in Section 4.8.
- (x) **“Surviving Children”** shall mean any natural or adopted child of a deceased Participant.
- (y) **“Surviving Spouse”** shall mean the spouse of a deceased Participant who was legally married to the Participant at the time of death.
- (z) **“Survivor Benefit”** shall mean the benefit paid to a Participant’s Beneficiary pursuant to Section 4.5.
- (aa) **“Volunteer Firefighter”** shall mean any person who:

- (i) is engaged in providing emergency response services or delivering fire education or prevention services as a firefighter for the Fire Department or Municipality;
  - (ii) is trained in or is qualified to provide fire suppression duties or to provide fire prevention duties under Minnesota Statutes, Section 424A.001, Subd. 8; and
  - (iii) meets any other minimum firefighter and service standards established by the Fire Department or Municipality.
- (bb) **“Year of Active Service”** shall mean each 12-month period of Active Service commencing with a Participant’s Entry Date or anniversary thereof reduced by the Participant’s Break(s) in Service. This definition shall be used for the purposes of calculating the minimum funding requirements and computing benefits or service pensions payable. Service pensions will not be prorated monthly for fractional Years of Active Service pursuant to Minnesota Statutes, Section 424A.02, Subd. 1.

2.2 Interpretation. The words defined in this Article 2 shall have the meanings assigned to them except where specified otherwise in this instrument. Whenever appropriate, words used herein in the singular shall include the plural, the plural may be read as the singular, and the masculine shall include the feminine.

### **ARTICLE III VESTING**

3.1 Full Vesting of Accrued Benefit. A Participant shall have a fully vested and non-forfeitable interest in the Participant’s Accrued Benefit upon completion of 20 Years of Active Service.

3.2 Partial Vesting of Accrued Benefit. The following vesting schedule shall apply to a Participant with fewer than 20 Years of Active Service:

<u>Years of Active Service</u>	<u>Vested Percentage</u>
10 but less than 11	60%
11 but less than 12	64%
12 but less than 13	68%
13 but less than 14	72%
14 but less than 15	76%
15 but less than 16	80%
16 but less than 17	84%
17 but less than 18	88%
18 but less than 19	92%
19 but less than 20	96%
20 or more	100%

3.3 Determining Years of Active Service for Vesting. All Years of Active Service shall be taken into account for purposes of determining a Participant's vested Accrued Benefit, including Years of Active Service with the Fire Department prior to the Effective Date.

**ARTICLE IV**  
**BENEFITS**

4.1 Retirement Benefit. (a) *Eligibility.* To be eligible to receive a Retirement Benefit a Participant must satisfy each of the following requirements:

- (i) Have retired or ceased Active Service with the Fire Department;
- (ii) Be at least 50 years of age;
- (iii) Have been a Volunteer Firefighter in the Fire Department;
- (iv) Have been a member in the Relief Association; and
- (v) Have the minimum Years of Active Service required for a non-forfeitable interest (vested) in the Participant's Accrued Benefit.

(b) *Amount.* If so provided in Section 3.2, a Participant's Retirement Benefit shall be determined as follows:

Years of Active Service credited to Participant	multiplied by	Benefit level in effect for Participant	multiplied by	Vesting percentage for completed Years of Active Service
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The benefit level is set forth in Appendix C. The Participant's benefit level will be the benefit level in effect at the Participant's Separation Date. However, if the Participant had a Break in Service, the Participant's benefit level shall be determined as described in Section 4.2.

Subject to the provisions of Section 8.1 of this Appendix B, benefit levels are subject to increase and shall be effective as of the agreed upon effective date, provided that such increase shall not apply to any Participant who ceased Active Service before the effective date of the increase.

Such Retirement Benefit shall not be paid before the later of the Participant's Separation Date or the date the Participant attains age 50. The Retirement Benefit shall be paid at the time requested by the Participant in a properly completed and accepted Retirement Benefit Payment Request Form.

4.2 Return To Service. (a) *Return to Service Before Payment of Retirement, Disability or Survivor Benefit.* If a Participant:

- (i) Ceases Active Service with the Fire Department (incurs a Separation Date),
- (ii) Has not received a Retirement Benefit distribution from the Plan of the Participant's vested Accrued Benefit, and
- (iii) Subsequently returns to Active Service after at least 60 days have elapsed, the Participant shall qualify for increases in the benefit level implemented during or after the Separation Date from Active Service and additional Years of Active Service only if the Participant remains in Active Service for the Resumption of Active Service Requirement. If the Participant has not met this requirement by the time of the Participant's later Separation Date, the Participant's benefit shall be the benefit level in effect at the time of the Participant's prior Separation Date and Years of Active Service in effect at the time of the Participant's prior Separation Date plus Years of Active Service after the Participant's resumption of Active Service.

A Participant whose period of Break in Service does not exceed 365 consecutive days is exempt from the minimum period of Resumption of Active Service Requirement.

(b) *Return to Service After Payment of Retirement Benefit.* If a Participant:

- (i) Ceases Active Service with the Fire Department (incurs a Separation Date)
- (ii) Receives a Retirement Benefit distribution from the Plan of the Participant's vested Accrued Benefit,
- (iii) Subsequently returns to Active Service after at least 60 days have elapsed, the Participant shall be credited with additional Years of Active Service. A Participant's Retirement, Disability or Survivor Benefit at the Participant's later Separation Date shall be determined as follows:

Years of <i>Additional</i> Active Service credited to Participant after the return to service	multiplied by	Benefit level in effect for Participant as of the subsequent Separation Date	multiplied by	Vesting percentage for completed <i>Additional</i> Years of Active Service
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No Participant may be paid a service pension twice for the same period of Active Service.

4.3 Deferred Interest. The Board of Trustees shall not add interest or otherwise adjust a Participant's unpaid Retirement Benefit amount.

4.4 Disability Benefit. No Disability Benefit shall be paid under this Plan.

4.5 Survivor Benefit. (a) *Eligibility.* For a Participant's Beneficiary to be eligible to receive a Survivor Benefit, the Participant must have satisfied the following requirements:

- (i) Have died in Active Service with the Fire Department; or
- (ii) Have died prior to receiving his Retirement Benefit.

A Participant who dies while on leave for uniformed service under Article VII shall be deemed to have died while in Active Service.

(b) *Amount.* If a Participant in Active Service dies, the Participant's Beneficiary shall receive a lump sum payment equal to 100% of the Participant's Accrued Benefit.

The Survivor Benefit paid on behalf of a Participant in Active Service who dies before having completed five Years of Active Service shall be determined as if the Participant had completed five Years of Active Service.

If a Participant who has retired from or ceased Active Service dies, the Participant's Beneficiary shall receive a lump-sum Survivor Benefit determined as follows:

Years of Active Service credited to Participant	multiplied by	Benefit level in effect for Participant	multiplied by	Vesting percentage for completed Years of Active Service
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The Survivor Benefit level will be the benefit level in effect at the Participant's Separation Date. However, if the Participant had a Break in Service, the Survivor Benefit level shall be determined as described in Section 4.2.

Such Survivor Benefit shall be paid to the Participant's Beneficiary as soon as administratively feasible following the Participant's death and the approval of the Survivor Benefit Payment Request form.

A Participant's Beneficiary shall be as follows:

- (i) the Participant's Surviving Spouse; or
- (ii) if no Surviving Spouse, the Participant's Surviving Children or if so designated as a Beneficiary by the Participant, a trust for the benefit of the Participant's Surviving Children created under Chapter 501B; or
- (iii) if no Surviving Spouse or Surviving Children, the Participant's designated Beneficiary or Beneficiaries. To designate a Beneficiary, the Participant shall complete, sign and file with the Relief Association a designation of Beneficiary on a form to be provided by the Relief Association or by other written form acceptable to the Relief Association. On said form, the Participant shall designate a Beneficiary, which must be a natural person,

or a designated trust created under Chapter 501B of the Minnesota Statutes that shall be paid any sum that may be payable on account of the Participant's death (reserving, however, to the Participant the power to change the designation of Beneficiary using the Change of Beneficiary Designation form); or

- (iv) if no designated Beneficiary or Beneficiaries, to the estate of the Participant.

If there is a Surviving Spouse, but no Surviving Children, the Surviving Spouse may waive in writing all or a part of the Survivor Benefit otherwise payable to the Surviving Spouse, in which event, the Survivor Benefit waived shall be paid as if the spouse had predeceased the Participant.

4.6 Funeral Benefit. No Funeral Benefit shall be paid under this Plan.

4.7 Supplemental Benefit. Upon payment of a lump sum distribution, the Relief Association must pay a Supplemental Benefit to the Qualified Recipient. The Supplemental Benefit may be paid from the Special Fund. The amount of the Supplemental Benefit equals ten percent of the lump sum distribution, excluding any interest paid during a period of deferral, but in no case may the Supplemental Benefit exceed \$1,000.

4.8 Supplemental Survivor Benefit. Upon payment of a Survivor Benefit, the Relief Association must pay a Supplemental Survivor Benefit to the Surviving Spouse, or, if none, the Surviving Child(ren) of a Participant who had at least one (1) month of Active Service. The Supplemental Survivor Benefit shall be paid in lieu of the Supplemental Benefit and shall be paid from the Special Fund. The amount of the Supplemental Survivor Benefit equals twenty (20) percent of the lump sum distribution, but in no case may the Supplemental Survivor Benefit exceed \$2,000.

4.9 Benefit Payment Requests. Requests for benefit payment shall be in writing and filed with the Relief Association not less than 90 days prior to the next Board meeting, unless permitted earlier by the Board. Such request shall be made on the appropriate form described below:

<u>Requested Benefit</u>	<u>Required Benefit Form</u>
Retirement	Retirement Benefit Payment Request
Survivor	Survivor Benefit Payment Request
Disability	Disability Benefit Payment Request (if applicable)

Requests for Plan benefits shall be considered valid when approved by the Board. Upon approval of the request, the Board shall pay the Participant within 90 days and provide notices to the Participant as required by state or federal law with respect to pension or benefit payments, including, if required, the Special Tax Notice Regarding Plan Payments.

4.10 Forms of Payment. Plan benefits payable to a Participant or Beneficiary shall be made in single lump sum payment. The Participant shall specify that the payment be made in the manner of:

- (a) a check payment payable to the Participant or Beneficiary, subject to federal income tax withholding, as may be required; or
- (b) a direct rollover to an individual retirement account described in Section 408(a) of the Code to the extent permitted by law, or
- (c) a transfer to the Participant's account in the Minnesota Deferred Compensation Plan, to the extent permitted by law and the Minnesota Deferred Compensation Plan.

No other forms of distributions are allowed under the Plan.

4.11 Maximum Limitation on Benefits. Notwithstanding any provision of the Plan to the contrary, a Participant's benefit under the Plan shall not exceed the maximum amount permitted under Section 415 of the Code. Service pensions shall be further limited to the maximum amounts payable pursuant to Minnesota Statutes, Section 424A.02, Subd. 3.

4.12 Required Distributions. Notwithstanding any provision of the Plan to the contrary, a Participant's benefit shall be paid to the Participant by April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or ceases Active Service. Such distributions shall be determined and made in accordance with Section 401(a)(9) of the Code and regulations promulgated there under, including the minimum distribution incidental benefit requirement of Treasury Reg. Section 1.401(a)(9)-2, the provisions of which are incorporated herein by reference.

4.13 Unclaimed Benefits. If the Relief Association is unable with reasonable effort to locate a Participant or person/estate entitled to a Survivor Benefit under the Plan or applicable law, the benefit distributable to such Participant or person/estate shall be forfeited and will be credited to the Special Fund. Efforts to locate a Participant or person/estate must be documented. Forfeiture shall occur no earlier than thirty-six (36) months after the Board concludes the Relief Association was unable to locate such Participant or person/estate despite reasonable efforts to do so.

## **ARTICLE V** **APPEALS PROCEDURE**

5.1 Right of Appeal. In the event the Board of Trustees denies a written request for a Retirement, Disability or Survivor Benefit, the Participant or Beneficiary whose request was denied (a "claimant") shall be entitled to appeal the determination.

5.2 Denial of Benefits. If a written request is not approved, the Board shall return the form to the claimant within 30 days, noting which requirements the claimant does not meet. Thereafter, the claimant shall be furnished with the opportunity to be heard by the Board, on the question of

whether the claimant meets all of the eligibility requirements. A claimant who intends to appeal must furnish the Board with a written notice of appeal within 30 days of receiving an adverse determination.

5.3 Review Procedure. Upon receipt of the written notice of appeal, the Board of Trustees shall hold a special meeting within 60 days. Timely notice of the meeting shall be given to the claimant at least 15 days prior to the special meeting. The claimant shall have the reasonable opportunity to be heard by the Board of Trustees at the special meeting with regard to the negative determination. The Board shall decide the appeal and shall give the claimant written notice of its decision.

The exhaustion of these claims procedures is mandatory for resolving every claim and dispute arising under these Bylaws. Any legal action to recover benefits or to enforce or clarify rights under the Bylaws must be commenced in the proper forum within 120 days after the claimant has exhausted the claims procedures. For all purposes, knowledge of all facts that the Participant knew or reasonably should have known shall be imputed to every claimant who is or claims to be a beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant. The Board has full discretion to determine benefit claims under the Bylaws. Any interpretation, determination or other action of the Board shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the Board shall be based only on such evidence presented to or considered by the Board at the time it made the decision that is the subject of review.

## **ARTICLE VI**

### **CLAIMS AGAINST BENEFICIAL INTEREST**

6.1 Nonassignability. No Participant or Beneficiary shall have any transmissible interest in the Plan or in the Participant's separate Beneficial Interest therein, either before or after the vesting thereof, or in any of the assets comprising the same prior to actual payment and distribution thereof, and shall have no power to alienate, dispose of, pledge or encumber the same, while in the possession or control of the Plan, nor shall the Plan recognize any assignment thereof, either in whole or in part, nor shall the interest of any Participant or Beneficiary be subject to attachment, garnishment, execution or other legal process while in the hands of the Plan, except as provided in Minnesota Statutes, Section 518A.53 or as otherwise provided herein.

6.2 Charge for Litigation. In the event that any Participant or any person claiming by or through a Participant should commence any equitable or legal proceedings against the Relief Association, the result of which is adverse to the plaintiff, or in the event that the Relief Association should find it necessary to commence any such proceeding against any Participant or any person claiming by or through a Participant, the result of which is adverse to the defendant, the cost to the Relief Association of defending or bringing the proceeding, as the case may be, shall be charged, to the extent possible and permitted by law, to the Accrued Benefit of the Participant and only the excess of such cost over the amount of the Participant's Accrued Benefit shall be included as an expense of administration.

6.3 Domestic Relations Orders. Notwithstanding any provision to the contrary herein, the Board of Trustees may assign the interest of a Participant in the Plan to an Alternate Payee pursuant to a Domestic Relations Order. In the event the Plan receives a Domestic Relations Order with respect to a Participant's Beneficial Interest in the Plan, the following provisions shall apply:

- (t) The Board shall promptly give written notification to the Participant and to the Alternate Payee of receipt of a domestic relations order and of Plan Qualification Procedures. The Board shall then proceed with Qualification Procedures to determine whether the order is a Domestic Relations Order and can be honored. The Board shall then notify the Participant and Alternate Payee (or the Alternate Payee's designated representative) of its determination.
- (u) Disputed funds shall be disposed of as follows:
  - (i) During the period in which the Qualification Procedures are in progress, the Board shall separately account for any amounts that would be payable to an Alternate Payee if the Domestic Relations Order can be honored.
  - (ii) If it is determined the Domestic Relations Order can be honored within the 18-month period commencing on the date payments are to begin under the order, the Board shall pay the amounts designated in the order, including any interest, to the Alternate Payee.
  - (iii) If the Board determines that the Domestic Relations Order cannot be honored or if the 18-month period described in (ii) above elapses and the qualification dispute has not been resolved, the Board shall pay the segregated amounts, together with earnings or losses, if required, to the persons who would have received the amounts if the order had not been issued.
  - (iv) If an order is qualified after expiration of the 18-month period described in (ii) above, payment of benefits to an Alternate Payee shall proceed prospectively and the Plan shall not be liable to an Alternate Payee for benefits attributable to the period prior to qualification.
- (v) Payment of benefits pursuant to a Domestic Relations Order shall be made only as permitted under the Plan. Payment to an Alternate Payee may not commence until the Participant submits a valid Retirement Benefit Payment Request form and the Participant's benefit becomes payable.
- (w) If a Domestic Relations Order does not address and determine the payment of the Supplemental Benefit payable under Section 4.7 in connection with the payment of a Retirement Benefit, the Supplemental Benefit shall be divided between the Participant and the Alternate Payee in the same proportion as the Retirement Benefit is so divided. In addition, the Board cannot honor a Domestic Relations

Order requiring that Supplemental Survivor Benefits be paid to anyone other than the persons listed in Section 4.8 in the order there listed.

- (x) To the extent permitted by law and except as otherwise provided under a Domestic Relations Order, the Board may, on a uniform basis, charge the reasonable and necessary expenses associated with the review of a Domestic Relations Order and the implementation of a Domestic Relations Order to the accounts of the Participant and Alternate Payee.

## **ARTICLE VII**

### **UNIFORMED SERVICE (MILITARY SERVICE)**

Subject to restrictions stated in this section, a Participant who is absent from firefighting service due to service in the uniformed services, as defined in the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), will be granted Active Service credit under the Plan for the period of the uniformed service, not to exceed five years, unless a longer period is required under USERRA.

To be eligible for such credit, the Participant must return to firefighting service with coverage by the Relief Association (or by the successor to the Relief Association) upon discharge from service in the uniformed service within the time frame required in USERRA. However, Active Service credit is not authorized if the Participant separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

Active Service credit is not authorized if the Participant fails to provide notice to the Fire Department that the Participant is leaving to provide service in the uniformed service, unless it is not feasible to provide that notice due to the emergency nature of the situation.

If the Participant does not return to Active Service with the Fire Department within the time frame required in USERRA, then except as otherwise provided in the following sentence, it shall be conclusively presumed that the Participant’s Active Service terminated as of the date that the leave for uniformed services began. A Participant who dies or becomes Disabled while the Participant is on leave for uniformed services shall be deemed to have returned to Active Service and shall be deemed to have accrued years of Active Service during the period of leave for uniformed services.

## **ARTICLE VIII**

### **RIGHT TO AMEND, DISCONTINUE OR TERMINATE**

8.1 Amendment. Except as herein otherwise limited, the Relief Association shall have the right to amend this Plan, pursuant to Section 12.3 of the Bylaws, at any time to any extent that it may deem advisable. Such amendment will be stated in an instrument in writing executed by the Relief Association. Upon adoption and execution of such instrument, this Plan shall be deemed to have been amended in the manner therein set forth, and Participants shall be bound thereby.

If the Special Fund does not have a surplus over full funding pursuant to Minnesota Statutes,

Section 69.772, Subd. 3, clause (b), or Minnesota Statutes 69.773, Subd. 4, and if the Municipality is required to provide financial support to the Special Fund pursuant to Minnesota Statutes, Section 69.772 or 69.773, no amendment that would affect the amount of, the manner of payment of, or the conditions for qualification for service pensions or ancillary benefits or disbursements other than administrative expenses authorized pursuant to Minnesota Statutes 69.80 payable from the Special Fund shall be effective until it has been ratified by the governing body or bodies of the Municipality.

If the Municipality is not required to provide financial support to the Special Fund, the Relief Association may adopt an amendment of the Plan that increases or otherwise affects the service pensions or ancillary benefits payable from the Special Fund without municipal ratification so long as the changes do not cause the amount of the resulting increase in the accrued liability of the Special Fund to exceed 90 percent of the amount of the prior surplus over full funding and the changes do not result in the financial requirements of the Special Fund exceeding the expected amount of the future fire state aid to be received by the Relief Association.

The financial requirements are to be determined by the Board of Trustees following the preparation of an estimate of the expected increase in the accrued liability and annual accruing liability of the Relief Association attributable to the change. If the Relief Association adopts or amends the Plan without municipal ratification, and, subsequent to the amendment or adoption, the financial requirements of the Special Fund are such so as to require financial support from the Municipality, the provision that was implemented without municipal ratification shall no longer be effective without municipal ratification, and any service pensions or ancillary benefits payable with respect to the unapproved increase shall no longer be effective as of the January 1 of the year for which the Schedules I and II for the municipal contribution became due, and as of that January 1, service pensions or ancillary benefits shall be paid only in accordance with provisions of the Plan as amended or adopted with municipal ratification.

8.2 Consolidation and Plan Benefits. The Relief Association has not been consolidated with another relief association pursuant to Minnesota Statutes, Section 424B.02.

8.3 Termination of Plan. Upon dissolution of the Relief Association, after the settlement of nonbenefit legal obligations of the Special Fund, the Board shall transfer the remaining assets of the Special Fund, as securities or in cash, as applicable, to the chief financial official of the Municipality. The Board shall also compile a schedule of Participants to whom a service pension is or will be owed, any Beneficiary to whom a benefit is owed, the amount of the service pension or benefit payable based on the Bylaws and state law and the service rendered to the date of the dissolution, and the date on which the pension or benefit would first be payable under the Bylaws and state law.

The Municipality receiving the remaining assets of the Special Fund shall establish a separate account in the municipal treasury to function as a trust fund for Participants and their Beneficiaries eligible for Plan benefits. Upon submission of the proper form, on or after the initial date on which the service pension or benefit is payable, the municipal treasurer shall pay the pension or benefit due, based on the schedule described above and the other records of the dissolved Relief Association. The trust fund must be invested and managed consistent with Minnesota Statutes Section 69.775 and Chapter 356A. Upon payment of the last service pension or benefit due and owing, any remaining assets in the trust fund may be transferred to the general fund of the municipality. If the Special Fund had an unfunded actuarial accrued liability upon dissolution, the Municipality is liable for that unfunded actuarial accrued liability.

## **ARTICLE IX MISCELLANEOUS**

9.1 Governing Law. This Plan shall be construed, administered, and governed in all respects under the laws of the State of Minnesota, except as preempted by federal law.

If any Minnesota laws are applicable solely to the Relief Association, then an Appendix F will be included to describe such laws.

9.2 Binding Effect. This Plan shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of any and all of the parties hereto.

9.3 Effective Date Application. If a member's Separation Date is prior to the Effective Date, the member's status and benefit under the Plan, if any, attributable to Active Service, shall be determined and paid in accordance with the provisions of the Plan in effect at the Separation Date.

If a member had a Separation Date prior to the Effective Date, but returns to complete a Year of Active Service that ends after the Effective Date, the member's status and benefits under the Plan for all Active Service shall be determined in accordance with the provisions of the Plan in effect at the subsequent Separation Date.

9.4 Authority of Board of Trustees. The Board of Trustees shall have full power, authority and discretion to do each and every act and thing which it is specifically required or permitted to do under the provisions of the Plan and to determine conclusively for all parties all questions arising in the interpretation or administration of the Plan.

**APPENDIX C**

**EAST BETHEL FIREFIGHTERS RELIEF ASSOCIATION**  
Benefit Levels

<b>Benefit Level Effective Date</b>	<b>Benefit Level per Year of Active Service</b>	<b>Interest Rate for Deferred Pension Benefit</b>	<b>Date Approved by Municipality</b>
November 1, 2016	\$4,600	NA	pending
January 1, 2016	\$4,500	NA	September 2, 2015
July 28, 2014	\$4,000	NA	August 20, 2014
October 1, 2013	\$3,600	NA	August 7, 2013
May 5, 2009	\$3,400 (no change)	NA	December 6, 2006
January 1, 2007	\$3,400	NA	December 6, 2006

NA means not applicable.  
NR means not required.  
TBD means to be determined

**RESTATED BYLAWS**  
**OF**  
**EAST BETHEL FIREFIGHTERS**  
**RELIEF ASSOCIATION**

The Bylaws of the Relief Association are hereby amended in their entirety and restated effective as of April 1, 2013.

**ARTICLE I**  
**NAMES**

As provided in the Articles of Incorporation, the name of this organization shall be the East Bethel Firefighters Relief Association (the "Association").

**ARTICLE II**  
**DEFINITIONS**

General Definitions

Whenever appropriate, words used herein in the singular shall include the plural, the plural may be read as the singular, and the masculine shall include the feminine.

The following words and phrases when used herein shall have the following meanings except as otherwise required by the context in which they are used:

"Active Member" is a member of the Association who is eligible for benefits and is currently meeting the minimum firefighter and service standards with the Fire Department. As of July 1, 2006, Active Members must be Volunteer Firefighters as defined in Section 2.1 of the Plan attached hereto.

"Board of Trustees" or "Board" shall mean the Board of Trustees of the Relief Association, and shall perform the functions and assume the same duties as a Board of Directors under Minnesota Statutes, Chapter 317A.

"Deferred Member" is a member of the Association who has retired or been terminated from the Fire Department but has not taken a distribution of benefits.

"Fire Department" is the Fire Department serving the Municipality.

"General Fund" shall mean the fund established pursuant to Minnesota Statutes, Section 424A.06 that holds the funds received from dues, fines, initiation fees, entertainment revenues and any money or property donated, given, granted or devised by any person, for unspecified uses.

“Material Financial Interest” is a financial interest or expectation of any kind on the part of a Board member or Relative, which is substantial enough to reasonably affect the judgment of the Trustee who has a conflict of interest. The term “financial interest” includes any and all monetary expectations and exists when a Board member or Relative has rights (whether or not a Deferred Member or beneficiary) to be paid compensation, retiree benefits, or to have their expenses reimbursed or obligations or other liabilities repaid, etc. (See Article IX Fiduciary Responsibility.)

“Municipality” is the City of East Bethel.

“Municipal Trustees,” formerly known as ‘ex-officios,’ are members of the Board of Trustees designated solely by the Municipality and shall include the two appointed or elected officials and the fire chief, as further defined in Section 5.1 herein.

“Relative” is a member of one’s family and includes spouses, parents, children, siblings, in-laws, aunts, uncles, first cousins, step-parents, step-children, and may include other family members such as common-law partners or long-time companions, of a Trustee who has a conflict of interest. (See Article IX Fiduciary Responsibility.)

“Special Fund” shall mean the fund as defined in Section 2.1 of the Plan attached hereto.

“Supermajority” is required when there is a conflict of interest on an item to be voted on by the Board of Trustees because one or more Trustees have a Material Financial Interest. A Supermajority is the majority of those Trustees after subtracting the Trustee(s) who has a conflict of interest (e.g., Nine (9) Trustees less two (2) with a conflict = Seven (7). Supermajority would require four (4) Trustees to vote in favor to pass the motion). (See Article IX Fiduciary Responsibility.)

### **ARTICLE III PURPOSE**

As provided in the Articles of Incorporation, the purpose of the Association is to provide retirement relief and other benefits to members and their dependents. For purposes of Chapter 424A of Minnesota Statutes, the Association is a governmental entity that receives and manages public funds to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and, if applicable, emergency response. The Association may also raise funds from private sources to furnish fire and emergency equipment for the Fire Department, and for other purposes deemed necessary and appropriate by the Association to the extent permitted by law. Benefits paid to members and their dependents shall be funded exclusively through governmental sources and, to the extent provided by State law, through restricted donations.

## **ARTICLE IV MEMBERSHIP**

4.1 Admission. All firefighters of the Fire Department are members of the Association and shall be eligible for benefits, except as otherwise stated in these bylaws. An application for membership shall be completed on the Membership Application and Beneficiary Designation form to become eligible for benefits in the Association. Upon approval of the member's application, such member shall accrue service credit for all active service while in probationary status.

4.2 Membership Duties. The Association does not require membership duties.

4.3 Membership Dues. The Association does not require membership dues.

4.4 Member Voting Rights. Each Active Member shall be entitled to one (1) vote on any matter voted upon by the membership. Deferred Members are not entitled to vote. Voting by proxy/absentee ballot is permitted following the procedures set forth in Section 4.5.

4.5 Proxy/Absentee Ballot. *Member Voting*: If permitted by the Board prior to a meeting, voting members may cast votes by submitting an absentee ballot provided by the Board that is signed by the member and deposited in the ballot box set out by the Board. Submission of an absentee ballot shall constitute a proxy to the officer of the Association designated and authorized on the ballot who is bound to cast the member's vote in accord with the member's ballot choices. The member may withdraw his/her proxy/absentee ballot by attending a meeting and voting in person. Use of proxies/absentee ballots may only be used on items listed on the ballot and may not be used when trustees and/or officers are elected from the floor during the meeting.

*Counting Ballots*: If ballots were used because there were more than two candidates for any Trustee position up for election as indicated under Section 7.2, an officer of the Association who is not standing for election shall count the ballots as follows: All first choices are counted, and if no candidate wins a majority of first choices, then the last place candidate is eliminated. Ballots of voters who ranked the eliminated candidate first are redistributed to their next choice candidates, as indicated on each voter's ballot. Last place candidates are successively eliminated and ballots are redistributed to next choices until one candidate remains or a candidate gains a majority of votes.

In case of a tie resulting from the above procedure, the candidates receiving the two highest number of votes shall be placed into new balloting to be effected at the meeting. The previously submitted proxy/absentee ballots shall be recounted using the above procedures for the two candidates who have tied. Simultaneously, members present at the meeting will recast their vote for the two candidates who have tied. Additional balloting including the proxy/absentee ballots for said office shall continue until one candidate shall receive a majority of votes cast on a rebalot and he shall be elected to said office.

4.6 Separation. For records retention and administration of the Association, the Board may request that a Deferred Member complete and submit a Membership Separation Form.

4.7 Member Recognition. The Association may continue to honor members whose status has changed between volunteer/paid on-call and full- or part-time employee of the same Fire Department. The members shall adopt written policies and procedures, including any eligibility or types of recognition.

4.8 Termination. Any member who is terminated by the Fire Department or Municipality shall cease accruing benefits under the Association as of the date of termination.

## **ARTICLE V BOARD OF TRUSTEES**

5.1 Composition. The Board of Trustees shall consist of nine (9) members. Six (6) trustees shall be elected from the membership of the relief association. There shall be three (3) officials drawn from the Municipality. The three (3) Municipal Trustees must be one (1) elected municipal official and one (1) elected or appointed municipal official, who are designated as municipal representatives by the municipal governing board annually, and the chief of the municipal fire department. The Municipal Trustees must be designated annually by the city council of the Municipality.

5.2 Duties. The Board of Trustees shall perform the functions and assume the same duties as a Board of Directors under Minnesota Statutes, Chapter 317A. In addition, the Board of Trustees shall:

- (a) Have exclusive control and management of all funds received by the Treasurer pursuant to the statutes of the State of Minnesota and all moneys or property donated, given, granted or devised for the benefit of the Association.
- (b) Examine the books, papers, funds, securities and property in the custody of the Treasurer, and general accounts, funds and securities, and property of the Association.
- (c) Examine and approve the validity of all claims prior to payment by the Treasurer.
- (d) Provide the forms on which members may submit claims to the Board of Trustees for their approval.
- (e) On an annual basis or more frequently as may be required to determine eligibility for benefits, confirm minimum firefighter and service standards pursuant to the Volunteer Firefighter definition in Section 2.1 of the Plan attached hereto.

- (f) Assume such additional duties as may be described in Article IX herein and in Association policies and procedures or required by state law including the establishment of any committee deemed necessary or appropriate.

## **ARTICLE VI OFFICERS**

6.1 Number. The number of officers of the Association and their duties shall be as set forth below.

6.2 President. It shall be the duty of the President of the Association to:

- (a) Have general active management of the business of the corporation;
- (b) When present, preside at meetings of the Board and of the members;
- (c) See that orders and resolutions of the Board are carried into effect;
- (d) Sign and deliver in the name of the corporation bonds, contracts, or other instruments pertaining to the business of the corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the articles or bylaws or by the Board to another officer or agent of the corporation;
- (e) Maintain records of and, when necessary, certify proceedings of the Board and the members; and
- (f) Perform other duties prescribed by the Board.

6.3 Pro Tem Officers. In the absence of the President and Vice President, if applicable, the Board of Trustees shall appoint an interim President from the existing Officers and/or Trustees other than the Municipal Trustees, who shall perform the duties applicable to the office.

6.4 The position of Vice President shall not exist.

6.5 Secretary. It shall be the duty of the Secretary of the Association to:

- (a) Keep a record showing the correct addresses of all members and request the names of their beneficiaries.
- (b) Keep or cause to be kept an accurate record of all meetings of the Association and of all meetings of the Board of Trustees.
- (c) Conduct and direct the investigation of all claims.
- (d) Keep a record of all monies received and paid out by the Treasurer.

- (e) Provide access to the Association's Articles, Bylaws, minutes, and financial statement on the last annual accounting period to all members or all Board of Trustees (including the Municipal Trustees), for any proper purposes they may have, in accord with Minnesota Statutes, Section 317A.461.

6.6 Treasurer. It shall be the duty of the Treasurer of the Association to:

- (a) Receive and receipt all monies due the Association from members and other sources and to keep accurate accounts and records of all the money so received.
- (b) Have custody of all monies and securities belonging to the Association.
- (c) Furnish a surety bond in favor of the Association for the faithful performance of all duties involving the Association and for the safekeeping of, or accounting for, all monies and securities that may come into its possession. The bond shall be in an amount equal to at least 10% of the assets up to a maximum of \$500,000.
- (d) Pay all properly approved claims for benefits, and to pay all bills incurred in the way of necessary expenses in the conduct of the business of the Association and to keep accurate accounts and records of all the money so paid.

6.7 General Duties.

- (a) It shall be the duty of the President, along with the Treasurer to countersign all checks issued by the Association.
- (b) The officers shall annually prepare an annual financial report of the Association's receipts, disbursements, and balances in the Special and General Funds for the preceding calendar year on a form prescribed by the Office of the State Auditor. They shall transmit the report to the city clerk or clerk-treasurer of the Municipality for inspection, signature and transmission to the State Auditor pursuant to law.
- (c) Pursuant to the Volunteer Firefighter Relief Association Financing Guidelines Act of 1971, the officers of the Association shall, annually, determine the financial requirements of the Special Fund for the following year. The financial requirements of the relief association and the minimum municipal obligation must be included in the financial report or financial statement.

6.8 Compensation. No compensation is authorized for services to the Association by any officer or trustee.

## **ARTICLE VII ELECTIONS**

7.1 Trustee Terms. The Trustees shall be elected to staggered two-year terms. There will be three (3) Trustees elected by the membership each year at the annual meeting of the Association, and begin their individual terms on January 1 after the meeting at which they are elected.

Each appointed Municipal Trustee term is one (1) year or until the person's successor is qualified, whichever is later. The term of a Municipal Trustee shall terminate upon termination of the Trustee's position with the Municipality.

An individual Trustee may serve an unlimited number of terms.

7.2 Voting on Trustees. Each of the positions on the Board of Trustees who are not the Municipal Trustees shall be voted on separately by the Active Members in attendance at the annual meeting. No nominations of slates of candidates or cumulative voting shall be allowed. All votes unless specified prior to the vote, shall be conducted by a voice vote. A simple majority of those present at the meeting is needed to elect. If a simple majority cannot be determined by voice vote, the officer in charge of the vote shall ask for a show of hands or for a secret ballot. A trustee who was elected by the membership may be removed with or without cause by a simple majority vote of the Active Members in any subsequent annual, regular or special meeting.

If allowed by the Board of Trustees under Section 4.5, a proxy/absentee ballot may be used to perform "runoff voting" if there are more than two candidates for any Trustee position up for election and Active Members must rank candidates by order of preference. See Section 4.5 for counting ballots.

7.3 Officer Terms. The offices of President, Secretary, and Treasurer shall be elected to one-year terms, and begin their individual terms at the end of the meeting at which they are elected.

7.4 Voting on Officers. Officers shall be elected by the Board of Trustees from among the elected Trustees. Voting for officer positions by the Board of Trustees will take place at the first Association Board Meeting following the Annual Meeting. Each position will be nominated and elected separately at this meeting. A simple majority is needed for an officer to be elected. The officer in charge of the vote shall ask for a show of hands *but shall not allow* for a secret ballot, and each vote shall be recorded in a public journal. An officer may be removed with or without cause by a simple majority vote of the Trustees in any subsequent annual, regular or special meeting.

No individual may hold more than one (1) officer position at one (1) time.

7.5 Officer and Trustee Vacancies. In the case of death, resignation or removal from office for any elected officer or Trustee of the Association, except a Municipal Trustee, the vacancy shall be filled by the Board of Trustees from the membership at a Board meeting to be duly called for the purpose of filling out this term. In the event an officer fails to retain his position as an elected Trustee, he must vacate his officer position pursuant to Minnesota Statutes, Chapter 424A Volunteer Firefighters' Retirement.

## ARTICLE VIII MEETINGS

8.1 Annual Meeting of the Members. The annual (regular) meeting of the members shall be held on the fourth Monday of October each year unless a different date is designated by the Board. The place of the meeting shall be designated and may be changed from time to time by the Board of Trustees.

8.2 Regular Meetings of the Members. Other regular meetings of the members shall be held on the fourth Monday each month except if that day is a holiday. If it is a holiday, the majority of the Board can set an alternate meeting date, by following the notice procedures under Section 8.4 below. The place of the meeting shall be designated and may be changed from time to time by the Board of Trustees. The schedule of the regular meetings on file at primary offices is sufficient for notice unless time or location is changed.

8.3 Special Meetings of the Members. Special meetings of the members may be called at any time upon the written order of the President and one (1) other member of the Board of Trustees, or six (6) voting members of the Association. The place of the meeting shall be designated and may be changed from time to time by the Board of Trustees.

8.4 Notice of Meetings of the Members. A notice of every annual and any special meetings of the members shall include the date, time, place and purpose of the meeting and be *posted* on the bulletin board of the Association, or if no bulletin board, on the door of its usual meeting room; *and* in accord with Minnesota Statutes, Section 317A.433 Subd 4, business at a special membership meeting must be limited to the stated purpose; *and further* in accord with Minnesota Statutes Section 317A.435, each voting member shall be *provided* at least five (5), but not more than sixty (60) days, before the meeting, (excluding the date of the meeting) with notice setting forth the date, time, place, and purpose of the meeting.

8.5 Member Quorum. Fifty-one (51) percent of the Active Members of the Association shall constitute a quorum for the transaction of business at their meetings.

8.6 Member Voting. Each Active Member present at the meeting shall be entitled to one (1) vote. All votes, unless specified prior to the vote, shall be conducted by a voice vote. If a majority cannot be determined by voice vote, the officer in charge of the vote shall ask for a show of hands or for a secret ballot. Voting by proxy/absentee ballot will be allowed under Section 4.5. A voting "majority" is majority of the quorum, not majority of the entire association membership.

8.7 Regular Meetings of the Board of Trustees. Meetings of the Board of Trustees shall be held on the fourth Monday of January, April, July and first Monday in November except that if that day is a holiday. If it is a holiday, the majority of the Board can set an alternate meeting date, by following the notice procedures under Section 8.9 below. Meetings of the Board of Trustees shall be held at the Fire Station unless noticed for another place within the City as designated by the Board.

8.8 Special Meetings of the Board of Trustees. Special meetings of the Board of Trustees may be called at any time upon the written order of the President and one (1) other member of the Board of Trustees. The meeting shall be held at the Fire Station unless noticed for another place within the City as designated by the Board.

8.9 Notice of Meetings of the Board of Trustees. The association is governed by Minnesota Statutes, Section 13D.01 which requires that all meetings of the Association's Board of Trustees be open to the public with rare exceptions. All notices provided for in this Article shall comply with Minnesota Statutes, Section 13D.04 which requires at a minimum that:

- (a) a schedule of any regular meetings of the Board of Trustees be kept on file at the Association offices, and
- (b) for special meetings, a notice stating the date, time, place and purpose of the meeting be *posted* on the bulletin board of the Association, or if no bulletin board, on the door of its usual meeting room; *and* in accord with Minnesota Statutes, Section 317A.231, each Trustee shall be *provided* at least three (3), but not more than sixty (60) days, before the meeting, (excluding the date of the meeting) with notice setting forth the date, time, place, and purpose of the meeting.

8.10 Board Quorum. A majority of the Board of Trustees then in office shall constitute a quorum for the transaction of business at its meetings.

8.11 Board Voting. Unless the Articles or Bylaws specify otherwise, an action of the Board shall be effected by a majority vote of the Trustees present and eligible to vote once a quorum has been achieved. The officer in charge of a vote shall ask for a show of hands *but shall not allow* for a secret ballot *nor proxy*, and each vote shall be recorded in a public journal. No action shall be considered once a quorum has been lost.

8.12 Electronic Meeting Prohibited. Any meeting of the Board of Trustees or the membership by solely electronic means (e.g., e-mail, simulchat or phone conference) that is not accessible to the public at a set meeting location is prohibited.

8.13 Order of Business. At any annual, regular and all special meetings, the order of business shall be as follows:

- (a) Call to order by the President
- (b) Roll call (verify quorum)
- (c) Secretary's Report (reading of previous minutes)
- (d) Treasurer's Report
- (e) Report of the Board (member meeting)
- (f) Report of other committees (Board or member meeting)
- (g) Election of Trustees and Officers, if applicable (annual member meeting)
- (h) Old Business
- (i) New Business
- (j) Adjournment

## **ARTICLE IX FIDUCIARY RESPONSIBILITY**

9.1 Board of Trustees. Each member of the Board of Directors, also acts as a trustee of the Special Fund. The Board of Directors therefore also acts as the Board of Trustees. The Board of Trustees is charged with administering retirement and ancillary benefits under the Special Fund, and the Trustees are fiduciaries subject to the standard of care set forth in Minnesota Statutes, Section 11A. 09 and Section 356A.04. This includes specifically assuming such additional duties as may be described in Association policies and procedures or required by state law, including:

- (a) adopting an investment policy;
- (b) providing written investment restrictions to brokers;
- (c) securing certificates of insurance; and
- (d) establishing a continuing education plan in order to keep abreast of their fiduciary responsibilities.

9.2 Prohibited Transactions. No fiduciary of the Association shall cause the Association to engage in a transaction if the fiduciary knows or should know that a transaction constitutes one (1) of the following direct or indirect transactions:

- (a) sale or exchange or leasing of any real estate between the Association and a Board member;
- (b) lending of money or other extension of credit between the Association and a Board member or member of the Association;
- (c) furnishing of goods, services, or facilities between the Association and a Board member;
- (d) transfer to a Board member, or use by or for the benefit of a Board member, of any assets of the Association. Transfer of assets does not mean the payment of Association benefits or administrative expenses permitted by law; or
- (e) sale, exchange, loan, or lease of any item of value between the Association and a fiduciary of the Association other than for a fair market value and as a result of an arm's-length transaction.

9.3 Fiduciary Responsibilities Apart from the Special Fund. Although the title “Trustee” is applied to members of the Board of Directors of the Association, the fiduciary standard that Directors are subject to is two-tiered as a matter of State law. With respect to the Association’s Special Fund, Trustees are required to meet a standard of care that applies to fiduciaries under Minnesota Statutes, Section 11A. 09 and Section 356A.04, as described above. With respect to business and management decisions not including decisions related to the Special

Fund, all Trustees are required to meet a standard of care that applies to nonprofit corporation Directors under Minnesota Statutes, Section 317A.251. These decisions include, but are not limited to, business decisions regarding fund-raising activities, and disposition of and management of the General Fund. Accordingly, in their decision-making and management, Trustees must discharge the duties of their position in good faith, in a manner the Director reasonably believes to be in the best interests of the Association, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. Directors are not, in accord with that same statutory section, considered “Trustees” with respect to the Association or with respect to property held or administered by the Association.

9.4 Conflict of Interest Procedures. When a member(s) of the Board of Directors has a conflict:

- (a) Each member of the Board of Directors, whether acting as a Director or as an Officer of the Association, has a duty to disclose to the Board (or to any committee of the Board) the material facts of any proposed transaction or action of the Association in which they or a Relative have a Material Financial Interest.
- (b) The disclosure required under (a) (above) ***must be made, to the extent possible, prior to any consideration of such proposed transaction or action*** by the Board of Directors or by any applicable committee of the Board of Directors. If a Board member does not recognize the existence of a conflict prior to the Board of Director’s decision regarding the transaction, that person has a duty to disclose the material facts of the conflict as soon as the conflict is recognized.
- (c) The Board member having a conflict shall not participate in the deliberation or decision regarding the matter under consideration and shall leave the room during deliberations except when he has been invited by the Board or committee to participate, after consideration of the significance to the Association of the disclosed conflict. The Board of Directors or committee may also request that he provide the Association with any relevant information known to the Board member regarding the matter.
- (d) Any proposed transaction or action in which the Board of Directors has determined that a Director has a conflict of interest that is not “de minimis” is to be approved by a ***majority of all the Board of Directors then-serving who would be entitled to vote*** and who are not interested Board members at a meeting at which a quorum is present (i.e., by a Supermajority of the entire Board of Directors not including a Board member(s) who has a conflict of interest), even though the non-conflicted directors may constitute less than a quorum). Deliberations by the Board of Directors regarding the conflict shall be documented in Board minutes no later than 60 days following the subject meeting. The votes of each Board member in support or in opposition to the transaction or action shall be noted.

- (e) All Board members are obligated to notify the Board of Directors if they believe another Board member has failed to disclose a conflict, and this procedure shall be followed by the Board of Directors in all such instances.

## **ARTICLE X FUNDS**

10.1 Funds. All money received by the Association shall be kept in two (2) separate funds, the General Fund and the Special Fund. Disbursements from the funds shall be in accordance with Minnesota Statutes and Rules and the Bylaws of the Association.

10.2 General Fund. The funds received by this Association from: dues, donations, fines, initiation fees, entertainment revenues and any moneys donated for unspecified uses shall be kept in the General Fund and may be disbursed upon a majority vote of the membership or of the Board of Trustees for any purpose reasonably suited to promote the welfare of the Association and its members. All expenses shall be paid out of the General Fund, except as specifically authorized to be disbursed from the Special Fund. These records shall be open for inspection by any member of the relief association at reasonable times and places.

10.3 Special Fund. All funds received by this Association from any tax sources, membership dues, except for dues payable as contributions to the General Fund, and other money that may be directly donated or transferred to said funds, shall be kept in a separate account on the books of the Treasurer known as the Special Fund and shall be disbursed only for the following purposes:

- (a) Payment of members' service pension benefits in accordance with these Bylaws,
- (b) Payment of ancillary benefits in accordance with these Bylaws,
- (c) Payment of fees, dues and assessments to the Minnesota State Fire Department Association and to the Minnesota Area Relief Association Coalition,
- (d) Payment of insurance premiums to the Volunteer Firefighters Benefit Association, or an insurance company licensed by the State of Minnesota offering casualty insurance, and
- (e) All administrative expenses authorized under Minnesota Statutes, Section 69.80.

These records shall be public and open for inspection by any member of the relief association, any officer or employee of the state or municipality, or any member of the public, at reasonable times and places.

10.4 Deposits. All money belonging to this Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board of Trustees

may designate. Board of Trustees shall make deposits in conformance with Minnesota Statutes, the Bylaws and the investment policy.

## **ARTICLE XI APPENDICES INCORPORATED IN BYLAWS**

The following appendices attached hereto are expressly incorporated herein as a component of these Bylaws, with the same legal force and effect of Bylaws.

Appendix A: Bylaw Amendment History.

Appendix B: East Bethel Firefighters Relief Association Defined Benefit Lump Sum Retirement Plan.

Appendix C: Benefit Levels.

## **ARTICLE XII AMENDMENTS**

12.1 Amendment of Articles of Incorporation by Members. Amendments to the Articles of Incorporation must be approved by a majority of the Board of Trustees and by a majority of the Active Members. The exception is changing the relief association's physical address; in that case, the Board of Trustees may amend the Articles of Incorporation without member approval. If an amendment is initiated by the Directors, proper notice of the proposed amendment must precede a meeting of the members at which the amendment will be considered and must include the substance of the proposed amendment. If an amendment is proposed, the members may demand a meeting of the Board of Trustees within 60 days for consideration of the proposed amendment if a regular meeting of the Board would not occur within 60 days.

12.2 Amendment of Articles of Incorporation by Board when Authorized by Members. When authorized by Active Members, the Articles of Incorporation may be amended by the Board of Trustees by the affirmative vote of a majority of the Trustees then in office, at a meeting for which notice of the meeting and the proposed amendment have been given. The members may prospectively revoke the authority of the Board to exercise the power of the members to amend the Articles, with the exception of amending the relief association's physical address, which the Board can amend without member approval. Nothing in this Section shall be construed to permit the Board to adopt, amend, or repeal provisions in the Articles that would alter the rights of the membership.

12.3 Amendment of Bylaws by Board. The Bylaws of the Association may be amended by the Board at any regular or special meeting of the Board by a vote of the majority present and voting, provided that a quorum is present; and provided further that a notice of date, time, place, purpose of the meeting and proposed amendment be *posted* on the bulletin board of the Association, or if no bulletin board, on the door of its usual meeting room, *and* in accord with Minnesota Statutes, Section 317A.231, each Trustee has been *provided* at least three (3), but not more than sixty (60) days, before the meeting, (excluding the date of the meeting) with notice

setting forth the date, time, place, purpose of the meeting and proposed amendment.

Board Limitations of Bylaw Amendments. Nothing in this section shall be construed to permit the Board to adopt, amend or repeal provisions regarding:

- (a) Amending in any way the definition of “Active Service” set forth in the Plan attached hereto
- (b) Decreasing any benefit level set forth in the Plan attached hereto
- (c) Changing the deferred interest percentage set forth in the Plan attached hereto
- (d) Changing the vesting schedule set forth in the Plan attached hereto
- (e) Membership (Article IV)
- (f) Compensation (Section 6.8)
- (g) Elections (Article VII)
- (h) Member Quorum (Section 8.5)
- (i) Revise the number of Members required to amend the Bylaws (Section 12.4)
- (j) or limit the right of at least ten percent of the membership to propose a resolution for action by the members to adopt, amend, or repeal Bylaws that the Board has taken action to adopt, amend or repeal pursuant to this section.

12.4 Amendment of Bylaws by Members. The Bylaws of the Association may be amended at any regular or special meeting by a vote of two-thirds of the Active Members present and voting, provided that a quorum is present; and provided further that notice of any proposed amendment(s) shall be given by posting or reading the same at any regular or special meeting not more than thirty-one (31) days preceding that upon which such amendment(s) are to be acted upon (excluding the date of the meeting).

12.5 Ratification of Amendments by Municipality. If the Association amends its bylaws to affect the amount of, the manner of payment of, or the conditions for qualification for service pensions or ancillary benefits or disbursements other than administrative expenses, it may be necessary to obtain ratification of the amendment by the Municipality as described in Section 8.1 of Appendix B.

## APPENDIX A

### EAST BETHEL FIREFIGHTERS RELIEF ASSOCIATION

#### Bylaw Amendment History

For a complete summary of the amendments and, if applicable, the Board's rationale and purpose for the change, refer to the Board of Trustee meeting minutes listed with the effective date of the applicable amendment listed hereunder.

Effective Dates	Meeting Minutes	Summary of Change
September 19, 2016 (Document)  November 1, 2016 (Benefit level; see Appendix C)	September 19, 2016 (Board of Trustees) NA (Membership) See Appendix C for Municipality minutes	Increase benefit level per Year of Active Service from \$4,500 to \$4,600
July 20, 2015 (Document)  January 1, 2016 (Benefit level; see Appendix C)	July 20, 2015 (Board of Trustees) NA (Membership) See Appendix C for Municipality minutes	Increase benefit level per Year of Active Service from \$4,000 to \$4,500
July 28, 2014 (Document)  July 28, 2014 (Benefit level; see Appendix C)	July 28, 2014 (Board of Trustees) NA (Membership) See Appendix C for Municipality minutes	Increase benefit level per Year of Active Service from \$3,600 to \$4,000
April 1, 2013 (Document)  October 1, 2013 (Benefit level; see Appendix C)	July 22, 2013 (Board of Trustees) NA (Membership) See Appendix C for Municipality minutes	Increase benefit level per Year of Active Service from \$3,400 to \$3,600
April 1, 2013 (Document)  May 5, 2009 (Benefit level; see Appendix C)	March 4, 2013 (Board of Trustees) April 1, 2013 (Membership) See Appendix C for Municipality minutes	Restatement of Bylaws and Appendices in their entirety, moving from version 4 of the MNFPC Bylaw Solution™ to version 7.
May 5, 2009 (Document)  May 5, 2009 (Benefit level; see Appendix C)	December 29, 2008 (Board of Trustees) May 4, 2009 (Membership) December 17, 2008 (Municipality)	Restatement of Bylaws and Appendices in their entirety as part of subscribing to the MNFPC Bylaw Solution™ version 4 that provides model documents, administrative forms, and trustee support.

NA means not available.  
NR means not required.  
TBD means to be determined

**APPENDIX C**

**EAST BETHEL FIREFIGHTERS RELIEF ASSOCIATION**  
Benefit Levels

<b>Benefit Level Effective Date</b>	<b>Benefit Level per Year of Active Service</b>	<b>Interest Rate for Deferred Pension Benefit</b>	<b>Date Approved by Municipality</b>
November 1, 2016	\$4,600	NA	pending
January 1, 2016	\$4,500	NA	September 2, 2015
July 28, 2014	\$4,000	NA	August 20, 2014
October 1, 2013	\$3,600	NA	August 7, 2013
May 5, 2009	\$3,400 (no change)	NA	December 6, 2006
January 1, 2007	\$3,400	NA	December 6, 2006

NA means not applicable.  
NR means not required.  
TBD means to be determined



# City of East Bethel City Council Meeting Agenda Information

\*\*\*\*\*

**Date:**

November 16, 2016

\*\*\*\*\*

**Agenda Item Number:**

Item 4.0 A. 3

\*\*\*\*\*

**Agenda Item:**

Sheriff's Department Report

\*\*\*\*\*

**Requested Action:**

Informational only

\*\*\*\*\*

**Background Information:**

Commander Shelly Orlando will present the Anoka County Sheriff's Office monthly report of activities to the Council

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Recommendation(s):**

Informational only.

\*\*\*\*\*

**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:\_\_\_\_\_

**Anoka County Sheriff's Office Report  
October 2016**

**Custodial Arrests / Significant Events**

**DWI's** – There were two dwi arrests in October. Both stops were for driving conduct.

**Felony Flee in a Motor Vehicle / 2<sup>nd</sup> Degree Assault / Domestic Assault / Damage to Property** – On 10-23-16 deputies were called to a business on Hwy 65 in the 18400 block on a domestic assault that had just occurred in the parking lot. The victim reported her boyfriend, who was intoxicated, had assaulted her and left in his pickup south out of the parking lot. A deputy was in the area at the time of the call and saw a truck matching the suspect vehicle on Greenbrook and Briarwood. The deputy turned around and was able to verify it was the suspect vehicle. The male suspect was driving all over the road and was traveling at a high rate of speed. The deputy turned his lights on to attempt to stop the vehicle. The male continued driving. He eventually turned down a cul-de-sac street. The deputy attempted to block the street so the truck would not be able to go back out and the male suspect drove his truck directly at the squad car. The truck hit the squad car in the front. The deputy got out of the squad car and commanded the male to get out of his truck. The male continued driving his truck forward, almost striking the deputy. The male then attempted to drive through yards to get away. The male drove over several mail boxes and ended up becoming stuck. The male then began to flee the area on foot. The male was located in a nearby field. The male then began to charge deputies and he ended up getting tased after repeated warnings to comply. The male was brought back to the scene and began apologizing for fleeing and trying to fight the deputies. The male smelled strongly of alcohol. Inside the truck was an empty bottle of Jack Daniels. The male began complaining of knee pain so paramedics did check him out and found him to not need transport. The male did have a legal blood draw taken on him. Results are pending.

**Misdemeanor Theft** – Deputies were called to a business regarding a generator that had been stolen. A male and female were in the store and waited for the employee to walk away, at which time the male took a generator and left. The value of the generator was \$149. The store employee advised that she had seen these people in the store before, but did

not know their names. The employee was able to print still photos of the suspects. One week later, deputies were called back to the store as the suspects were back. Deputy Duren issued a theft citation to the male and both suspects were trespassed from the store.

**Controlled Substance Crime/ Tamper with a Motor Vehicle** – Deputies were called to an assault call, where one person had been found in another’s vehicle. Upon arriving, a detective who was in the area when the call came out had located the suspect. The victim reported his daughter had come inside and told him there was a male in their vehicle. He went outside and the male was no longer in their vehicle, but he saw him and began following him, he shouted to the male to stop and he was going to call the police. The suspect had a closed knife in his hand and appeared to be coming at the victim, to fight him. The victim grabbed the male’s backpack and the male fled on foot. The suspect was identified by the victim. The suspect was found to be in possession of a schedule IV narcotic that did not belong to him. The suspect was taken to jail.

**Controlled Substance Possession / Warrant Arrest** – Deputy Kvam was watching a house known for drug activity and saw a vehicle pull into the driveway then leave about 20 minutes later. Deputy Kvam alerted another deputy in the area about the vehicle leaving. As Deputy Kvam began to follow, the driver shut down all the lights. It was dark out at this time. Deputy Kvam turned his emergency lights on and followed the darkened vehicle down another street. The driver then stopped. Deputy Kvam made contact with the male, who was extremely nervous. The male was identified and found to have a warrant for his arrest. The male advised he did not have any drugs on him but had a meth pipe in the center console. There was residue of methamphetamine in the pipe. The male was taken to jail.

**5<sup>th</sup> Degree Controlled Substance** – There were two additional arrests of people who were possessing pipes containing methamphetamine residue. Both arrests were the result of traffic stops after leaving known drug houses.

**5<sup>th</sup> Degree Controlled Substance / Possess Drug Paraphernalia** – Deputies were called to a residence on suspected drug activity going on. One of the deputies contacted the homeowner, who was out of town. She advised her son would be at the residence and gave deputies permission to enter. The homeowner advised she does not allow any type of drug activity at her residence. Deputies arrived and made contact with the homeowners

son. In clear view was a pipe commonly used to smoke marijuana and small plastic bags, which are commonly used to package narcotics. Deputies did locate a small bag containing methamphetamine on the homeowner's son. There were also other pipes containing methamphetamine residue as well as hypodermic needles located. The methamphetamine weighed 1.1 grams. The male was taken to jail.



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

November 16, 2016

\*\*\*\*\*

**Agenda Item Number:**

Item 4.0 A.4

\*\*\*\*\*

**Agenda Item:**

Fire Department Report

\*\*\*\*\*

**Requested Action:**

Informational only

\*\*\*\*\*

**Background Information:**

The Fire Chief has provided reports of Fire Department emergency calls and emergency medical calls from the previous month.

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Recommendation(s):**

Informational only.

\*\*\*\*\*

**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:\_\_\_\_\_



**East Bethel Fire Department  
October, 2016  
Response Calls**

Incident Number	Incident Date	Alarm Time	Location	Incident Type
440	10/31/2016	18:19	Highway 65 & Viking Blvd	Vehicle accident
439	10/31/2016	15:31	Highway 65 & 181 <sup>st</sup> Ave NE	Wash Down
438	10/31/2016	12:13	Highway 65 & 187 <sup>th</sup> Ave NE	Vehicle accident
437	10/30/2016	16:15	24034 Fillmore ST	EMS Call
436	10/27/2016	11:08	21975 Van Buren ST NE	EMS Call
435	10/27/2016	06:53	24301 London ST NE	EMS Call
434	10/27/2016	06:20	22816 Buchanan ST	EMS Call
433	10/26/2016	03:32	2104 Viking BLVD	EMS Call
432	10/25/2016	18:16	2951 183rd AVE NE	EMS Call
431	10/25/2016	15:36	2415 225th AVE NE	Lift Assist
430	10/25/2016	12:35	2415 225th AVE NE	Lift Assist
429	10/25/2016	05:29	4878 N Tri Oak CIR	EMS Call
428	10/23/2016	22:08	24355 Highway 65	EMS Call
427	10/23/2016	16:27	18635 Ulysses ST	EMS Call
426	10/23/2016	13:06	22157 Quincy ST NE	Fire Alarm
425	10/22/2016	22:36	19977 Rendova ST	EMS Call
424	10/22/2016	20:49	20135 Erskine ST	Illegal Burning
423	10/22/2016	16:32	22359 Bataan ST	Gas leak
422	10/22/2016	14:22	22256 Tippecanoe ST	EMS Call
421	10/22/2016	13:26	Highway 65 and Viking	Vehicle accident
420	10/22/2016	11:01	745 237th AVE NE	Vehicle accident
419	10/21/2016	16:34	1439 221 AVE NE	EMS Call
418	10/21/2016	07:19	23620 Davenport ST	EMS Call
417	10/19/2016	15:32	Highway 65 and Sims	Vehicle accident
416	10/19/2016	11:02	Ulysses SQS NE	Gas leak
415	10/18/2016	15:40	Hwy 65 and 221 <sup>st</sup>	Vehicle accident
414	10/17/2016	12:48	18922 Yalta ST	EMS Call
413	10/16/2016	15:51	4200 Thielen BLVD NE	EMS Call
412	10/15/2016	21:23	18164 Highway 65 NE	EMS Call
411	10/14/2016	18:48	21383 Ulysses ST NE	ATV accident
410	10/14/2016	07:52	1439 221 AVE NE	EMS Call
409	10/12/2016	11:09	607 Viking BLVD	EMS Call
408	10/11/2016	23:57	2415 225 AVE NE	Lift Assist
407	10/11/2016	14:10	Sims RD NE	Vehicle accident
406	10/09/2016	23:47	19444 5th ST NE	EMS Call
405	10/09/2016	13:25	2219 Viking BLVD	EMS Call
404	10/09/2016	11:24	18164 Highway 65	Fire Alarm
403	10/09/2016	02:17	2753 225th LN NE	CO Alarm
402	10/08/2016	08:54	255 Dogwood ST	EMS Call
401	10/06/2016	15:33	24054 Johnson ST NE	EMS Call
400	10/06/2016	08:14	426 Birch RD NE	EMS Call
399	10/03/2016	09:14	312 Laurel RD	EMS Call
398	10/02/2016	13:43	1901 Klondike DR NE	EMS Call
397	10/02/2016	06:07	2000 229 AVE	EMS Call
396	10/01/2016	18:42	23596 Washington ST NE	Unauthorized burning
395	10/01/2016	16:36	4356 224 AVE	EMS Call
394	10/01/2016	08:21	21009 Rendova ST NE	EMS Call
<b>Total</b>				<b>4</b>



# City of East Bethel

Subject: Fire Inspector Report

October 1 – 31, 2016

City of East Bethel Fire Inspection List		
Name	Address	Comments
Oakridge Auto Body	23425 Hwy 65	Fire Extinguishers
Nace	18511 Hwy 65	No Violations
Georges Boat Repair	18611 Hwy 65	No Violations
Ice Arena	20568 Hwy 65	Extension cords
Northway Sports Plan Review	21429 Ulysses St	Submitted plans for expansion: Fire comments sent to building official. With added space they need to show common path of egress to 2 exits. Without exceeding 75 ft. to either exit.
Shaw Trucking Sprinkler Review	18530 Buchanan St	Plan was reviewed and hydraulic calculations checked and found correct. Plan was approved and inspection list given.
NOTE: First Inspections Unless Noted		

00 Businesses Inspected

Reported by: Mark Duchene  
Fire Inspectors



# City of East Bethel City Council Meeting Agenda Information

\*\*\*\*\*

**Date:** November 16, 2016

\*\*\*\*\*

**Agenda Item Number:** Item 4.0 A.5

\*\*\*\*\*

**Agenda Item:**

Allina Medical Emergency Services Agreement to use Fire Station Facility for Ambulance Base and Allina Emergency Services Agreement to provide Medical Direction and Education to the East Bethel Fire Department

\*\*\*\*\*

**Requested Action:**

Consider Approval of the Allina Agreement(s)

\*\*\*\*\*

**Background Information:**

Allina Medical Emergency Services has provided Medical Direction and Education to the East Bethel Fire Department in the past years. The City of East Bethel pays for the Medical Direction and Education. They currently continue to provide these services. Allina has proposed stationing an Ambulance at the East Bethel Fire Station # 1. The Ambulance will be stationed inside of Fire Station #1 and the crew quarters would be in the existing Fitness Room. This room has seen very limited use in the past. All work out equipment is antiquated and would be discarded. The proposed use of this room by the Allina crew will not be for sleeping, only soft furniture for rest and report writing. Allina will provide all furnishings for the room.

Allina is proposing the rent they pay for the use of the facility would be offset by the cost the City of East Bethel pays for Education and Medical Direction:

Proposed Cost of Medical Direction (which we pay now):	\$ 5,850.00 for two years
Proposed fee paid by Allina for facility use:	\$ 5,850.00 for two years

The purpose of the proposed stationing of an Ambulance in East Bethel is to provide enhanced service to the northern Anoka County Cities. They currently have ambulances in Ham Lake, Oak Grove and St. Francis.

\*\*\*\*\*

**Fiscal Impact:**

None at this time

\*\*\*\*\*

**Recommendation(s):**

Staff recommends Council consider approval of the Allina Facility and Service Agreement(s)

\*\*\*\*\*

**City Council Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

## **FACILITY USE AGREEMENT**

**THIS FACILITY USE AGREEMENT** (this "**Agreement**") is made as of this 1<sup>st</sup> day of January 1, 2017, by and between the **CITY OF EAST BETHEL**, a Minnesota municipal corporation ("**City**"), and **ALLINA HEALTH EMERGENCY MEDICAL SERVICES**, a Minnesota non-profit corporation, d/b/a **ALLINA MEDICAL TRANSPORTATION** ("**Allina**").

**WHEREAS**, the City and Allina entered into a Lease Agreement dated January 1, 2017 for the lease by Allina of certain areas of City public facilities for use as an ambulance station ("**Lease**");

**WHEREAS**, the parties desire to change the location of the ambulance stations and the nature of Allina's use of the new locations;

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. FACILITIES.**

A. Pursuant to the terms of this Agreement, the City hereby authorizes Allina non-exclusive use of the following East Bethel Fire Stations:

- East Bethel Fire Station No. 1, 2751 Viking Blvd. NE, East Bethel, Minnesota 55011

(collectively, the "**Facilities**").

B. The City, for itself, its employees, officials, contractors and agents, retains the right to primary use of the Facilities at all times.

**2. TERM.** The term of this Agreement is for a term commencing January 1, 2017 and terminating on December 31, 2018. This Agreement shall automatically renew for additional one year periods unless otherwise terminated as set forth herein. If the EMS Contract between the City and Allina is terminated prior to the end of the term of this Agreement or any renewal period, this Agreement shall terminate consistent with the termination date of the EMS Contract.

**3. EARLY TERMINATION.** Either party may terminate this Agreement at any time by providing the other party 90 days written notice. This Agreement may terminate without notice in the event of a breach by either party.

**4. USE.** During the Term of this Agreement, the Facilities shall be used and occupied by Allina solely for an emergency medical service/ambulance station, in accordance with all applicable governmental laws and regulations, and all other recorded covenants, conditions and restrictions which are recorded on the date hereof, and for no other purpose without the prior written consent of the City. Allina shall not cause injury to the improvements on the Facilities and

shall not use the Facilities in a manner that would constitute a public or private nuisance or constitute waste. Allina hereby agrees that it and its officers, employees and agents using the Facilities under this Agreement will abide by all rules and regulations adopted by the City from time to time for use of the Facilities.

5. **FEE.** Allina shall pay a fee for use of the Facilities during the term of this Agreement as follows:

- A. Allina will pay for the use of the Facilities  
\$243.75/month commencing January 1, 2017  
\$243.75/month commencing January 1, 2018

B. Payments will be made monthly during the Term and any renewal term with monthly payments due and payable beginning on the Commencement Date and on the same date of each month thereafter.

6. **TAXES.** Allina shall pay all personal and real estate taxes assessed against the property of either fire station if this Agreement causes the property to be taxed.

7. **ALLINA MAINTENANCE RESPONSIBILITIES.** Allina agrees that the Facilities are to be used as is, without any improvements by the City. Allina shall be responsible for daily maintenance and cleaning of the Facilities following use of the Facilities by Allina's employees in a manner sufficient to keep areas used by Allina in a first-class and clean condition. Allina shall be responsible for repairing any damage to the Facilities, including all improvements, fixtures and equipment caused by Allina, its officers, employee or agents. If Allina fails to make the necessary repairs or replacements as provided for in this Section, upon 15 days written notice from City, City, at it's option, may elect to make the replacement or perform all or part of the maintenance, repairs and servicing which is the obligation of the Allina, in which event the costs thereof shall be billed directly to and paid by the Allina within 30 days' of billing.

8. **CITY RESPONSIBILITIES.** Throughout the Term of this Agreement, the City shall provide for the provision of adequate utilities including gas, electric, cable television, and internet, to the Facilities. The City shall maintain and pay monthly for the following utilities: gas, electric, water and garbage.

9. **ALTERATIONS.** Allina may not make any alterations, additions or improvements in or to the Facilities without the City's prior written consent.

10. **FIXTURES AND SIGNS.** Allina may have signage as permitted by and subject to the City's consent. Such consent shall be given or withheld at the City's sole discretion.

11. **INSURANCE.** Allina shall maintain general liability insurance, including auto liability insurance, in amounts acceptable to the City, and sufficient insurance to insure its equipment, supplies and all other materials located at the Facilities and provide proof of such insurance to the City upon request. Allina shall maintain worker's compensation insurance for all Allina

employees authorized to use the Facilities pursuant to state law and shall provide to the City evidence of such insurance upon City's request.

**12. INDEMNIFICATION.**

A. Allina hereby agrees to indemnify and hold harmless City and City's officers, agents, and employees from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, caused by, incurred, or resulting from (i) Allina's occupancy, use or operation of the Facilities, or (ii) from any default under or failure to perform any term or provision of this Agreement by Allina or (iii) the negligent or willful acts of Allina, its directors, officers, or employees. This indemnity does not cover matters arising out of the negligent or willful acts of the City or its employees, agents, contractors, guests, officers, invitees or officials. It is expressly understood that Allina's obligations under this Section shall survive the expiration or earlier termination of this Agreement for any reason. In case any action or proceeding is brought against the City or its officers, officials, agents or employees, by reason of any such claim, Allina, upon notice, will defend such action or proceeding by responsible counsel selected by Allina and reasonably acceptable to City.

B. City hereby agrees to indemnify and hold harmless Allina and Allina's officers, directors, agents, and employees from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, caused by, incurred, or resulting from (i) City's occupancy, use or operation of the Facilities, or (ii) from any default under or failure to perform any term or provision of this Agreement by City or (iii) the negligent or willful acts of City, its officers, or employees. This indemnity does not cover matters arising out of the negligent or willful acts of Allina or its employees, agents, contractors, guests, officers, invitees or officials. It is expressly understood that City's obligations under this Section shall survive the expiration or earlier termination of this Agreement for any reason. In case any action or proceeding is brought against Allina, or its officers, officials, agents or employees, by reason of any such claim, City, upon notice, will defend such action or proceeding by responsible counsel selected by City and reasonably acceptable to Allina.

**13. COMPLIANCE WITH LAWS.** Allina shall, at its sole cost and expense, comply with any and all laws, statutes, ordinances, regulations, fire codes, building codes and restrictions and easements of record, now or hereafter in force, applicable to the performance of Allina operations on the Facilities. Allina also covenants to comply, at its sole cost and expense, with any and all reasonable rules and regulations applicable to the conduct of Allina's operations on the Facilities issued by insurance companies.

**14. ASSIGNMENT.** Allina shall not assign this Agreement, or any interest arising herein, without the express written consent of the City.

**15. RELATIONSHIP OF THE PARTIES.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship or principal and agent or of partnership or of joint venture or of any association whatsoever between Allina and the City.

16. **CONDITION OF FACILITIES.** Except as expressly provided herein, the City makes no representations or warranties, either express or implied, regarding the condition of the Facilities or suitability of the Facilities for Allina's proposed uses.

17. **SEVERABILITY.** If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

18. **CONSTRUCTION.** This Agreement involves property located within the State of Minnesota and shall be construed according to the laws of the State of Minnesota.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties, or agreements except as herein provided.

20. **NOTICES.** All notices hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City: East Bethel City Administrator  
Jack Davis  
City of East Bethel  
2241 221<sup>st</sup> Ave NE  
East Bethel, MN 55011

with a copy to: East Bethel City Attorney  
Mark Vierling  
1809 Northwestern Avenue  
Stillwater, MN 55082

If to Allina: Allina Health Emergency Medical Services  
Attn: General Counsel  
2925 Chicago Avenue, Law Dept 10905  
Minneapolis, MN 55407-1321

With Additional Copies To:

Allina Health Emergency Medical Services  
Attn: Jeff Czysom  
167 Grand Avenue Mail Route 54101  
St. Paul, MN 55102

21. **AMENDMENTS.** This Agreement shall not be altered, changed or amended except by an instrument in writing executed by both parties.

22. **COUNTERPARTS.** This Facility Use Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF,** the City and Allina have entered into this Facility Use Agreement as of the date first above written.

**CITY OF EAST BETHEL**

BY: \_\_\_\_\_  
Steven Voss, Mayor

AND \_\_\_\_\_  
Jack Davis, City Administrator

**ALLINA HEALTH EMERGENCY  
MEDICAL SERVICES**

By: \_\_\_\_\_

Its: \_\_\_\_\_

## SERVICES AGREEMENT

This Agreement is made and entered into January 1, 2017 (“Effective Date”) by and between Allina Health System d/b/a Allina Health Emergency Medical Services (“AHEMS”), a Minnesota nonprofit corporation having principal office at 167 Grand Avenue, St. Paul, Minnesota 55102 and East Bethel Fire Department (“First Responder”) having principal offices at 2751 Viking Boulevard N.E, East Bethel, Minnesota 55011

**WHEREAS**, First Responder is an entity engaged in providing emergency response, care, and treatment services to patients in its geographic service area; and

**WHEREAS**, AHEMS is the licensed ambulance service provider in First Responder’s service area; and

**WHEREAS**, AHEMS has the personnel and resources to meet the requirements of Minn. Stat. § 144E.265, and to provide medical direction and support services to First Responder; and

**WHEREAS**, First Responder desires to engage AHEMS to provide Services (as defined below) in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises specified below, the parties agree as follows.

**1. Services.** Beginning on the Effective Date, AHEMS will assign individuals to provide, and will provide, the Services set forth in Exhibit A (the “Services”), attached hereto and incorporated herein.

**2. Qualifications.** AHEMS will ensure that each individual it assigns to provide the Service is qualified, in terms of education and training to provide the Services, in accordance with all federal, state, and local statutes and regulations, and as may be further specified in Exhibit A and maintains in good standing and without limitations, exceptions or conditions, at all times while performing the Services, any license, registration, or certification necessary to provide the Services.

**3. Fees and Payment.** In exchange for the Services, First Responder will make payment of the amount due under this Agreement to AHEMS in a timely manner in response to receipt of an invoice supported by adequate documentation. First Responder will pay AHEMS for the Services as set forth in Exhibit B. If any of the fees owed are paid on a prospective annual basis, if AHEMS terminates this Agreement prior to the expiration of a full year term, AHEMS will refund to First Responder a prorate portion of such annual fee(s) paid for Services not performed as of the date of termination. For all other fees owed under this Agreement, in the event of early termination First Responder will make payment only for the Services performed prior to the effective date of termination.

**4. Use of Space. Intentionally Omitted**

**5. Term and Termination.** The term of this Agreement will commence on the Effective Date and continue for 2 years, unless earlier terminated. Upon expiration of the initial or any subsequent term of this Agreement, unless terminated in accordance with this paragraph, this Agreement will automatically renew for successive periods of 2 years unless either party notifies the other party at

least 30 days prior to the expiration of the then-current term that such party does not wish the Agreement to be renewed. This Agreement may be terminated by either party for any reason upon 30 days' prior written notice or by mutual agreement of the parties.

**6. Indemnification.** AHEMS will defend, hold harmless, and indemnify First Responder, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to AHEMS's acts or omissions in connection with this Agreement. First Responder will defend, hold harmless, and indemnify AHEMS, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to First Responder's acts or omissions in connection with this Agreement.

**7. Insurance.** AHEMS agrees to maintain such policies of insurance, self-insurance, or combinations thereof in amounts not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. First Responder agrees to provide and maintain insurance with limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate unless such entity is governmental entity. If First Responder is a government entity, First Responder agrees to provide and maintain liability insurance as set out in applicable state law.

**8. Excluded Provider.** Both parties hereby certify that neither it nor its employees, directors, officers, agents, or subcontractors are presently excluded, debarred, or otherwise ineligible to participate in Federal Health Care Programs or in federal procurement or non-procurement programs, and have not been convicted of a criminal offense within the scope of 42 U.S.C. § 1320a-7(a). Each party will immediately give written notice to the other of any debarment, exclusion, or other event that makes such party, or an employee, director, officer, agent, or subcontractor of such party, ineligible to participate in Federal Health Care Programs or in federal procurement or non-procurement programs.

**9. Illegality.** If, as determined by agreement of the parties' counsel, or, if the parties' counsel cannot agree, by a nationally recognized law firm with expertise in health care regulation jointly selected by the parties, any provision of this Agreement violates any applicable federal or state statute, rule, regulation, or administrative or judicial decision (collectively, the "Law"), then either party may give notice to the other to amend this Agreement solely to comply with the Law and the parties will negotiate in good faith with respect thereto. If they cannot agree on the terms and conditions of any such amendment within 15 days after such notice is given, then either party may terminate this Agreement immediately upon notice to the other without further liability, but, if the implementation of the Law is stayed, the right to amend or terminate the Agreement will also be stayed for the same period of time. When a question arises as to whether this Agreement complies with the Law, and before a determination is made, either party may suspend payments under the Agreement pending amendment or termination.

**10. Independent Contractors.** AHEMS including its employees, or agents, is an independent contractor of First Responder and nothing in this Agreement will be construed to create an employer/employee or joint venture relationship between First Responder and AHEMS or its employees, or agents.

**11. Notices.** Any notice pursuant to this Agreement must be in writing and must be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at

such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

If to First Responder: Fire Chief Mark DuCharme  
East Bethel Fire Department  
2751 Viking Boulevard N.E.  
East Bethel, Minnesota 55011

If to AHEMS: Brian LaCroix  
167 Grand Avenue  
St. Paul, MN 55102  
brian.lacroix@allina.com

**12. Miscellaneous.** Neither party may assign, subcontract, or transfer its rights hereunder without the other party's prior written consent. Nothing in this Agreement will create any obligations by AHEMS or First Responder to any person or entity not a party to this Agreement, including any individuals employed by or under contract with AHEMS or First Responder. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and representations made by either party to the other concerning the subject matter of this Agreement. This Agreement may be amended only upon mutual written agreement of the parties. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended. The failure of any party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.

**13. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed as follows:

**ALLINA HEALTH  
EMERGENCY MEDICAL SERVICES**

**EAST BETHEL FIRE DEPARTMENT**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

## EXHIBIT A

### Services

AHEMS will designate a contact person whom First Responder may contact to arrange for the provision of Services. First Responder will make all efforts to provide reasonable advance notice of its need for any of the Services and AHEMS will make all commercially reasonable efforts to procure resources necessary to deliver the Services, provided, however, that with the exception of Medical Direction services (if applicable) AHEMS will have no obligation to provide the Services if AHEMS is unable to procure necessary resources or personnel to furnish the Services. Services provided pursuant to this Agreement include the following:

#### 1. **Medical Direction**

- a) AHEMS agrees to provide medical director services to First Responder to support First Responder's emergency medical program. Medical Director services will include:
  - (i) Use of AHEMS protocols;
  - (ii) Medical direction oversight by the AHEMS Medical Director or such other qualified physician as AHEMS may contract with from time-to-time for such services;
  - (iii) Other functions of a medical director as set forth in Minn. Stat. §144E.265
- b) As a prerequisite of condition to AHEMS providing the Medical Director services contemplated herein, the First Responder agrees that it will at all times during the term of this Agreement:
  - (i) Operate under AHEMS services protocols;
  - (ii) Utilize only certified EMTs and/or first responders to provide direct medical care;
  - (iii) Document the care and services of the certified EMTs and/or first responders utilizing the standard format provided by AHEMS; and
  - (iv) Consult with the AHEMS coordinator and/or Medical Director on major equipment purchases.
- c) First Responder will compensate AHEMS for Medical Direction Services in the amount list in Exhibit B.

#### 2. **Education and Training**

- a) AHEMS will provide the following training to First Responder personnel and at the rates set forth below: See Exhibit B
- b) AHEMS will provide training supplies required for classroom training as part of the course costs.
- c) AHEMS provides NCCR Recertification sessions for EMTs annually. First Responder may send up to 5 EMTs through this course annually to ensure they have the required content for recertification. Course fees will apply to attendees over 5 annually.

3. **On-Scene Restocking**. To the extent permitted by applicable law, AHEMS will provide First Responder with the supplies to replace those used by First Responder's personnel in the treatment and care of a patient on scene before such patient is transported or treated by AHEMS emergency

medical professionals. If on-scene replacement is not possible, First Responder will provide AHEMS with the run number associated with the call. First Responder will not bill any patient or third party payer for any supplies or drugs provided pursuant to this paragraph.

4. **Additional Services.** AHEMS will make the following additional services available to First Responder and First Responder will compensate AHEMS for such services as set forth below:

**Optional services**

- NCCP EMT Recertification course: \$225 per member (above 5 annually)\*\*  
(20 hour content covering National Core Curriculum Content for EMTs)
- Physician lead education sessions \$150/hr with 2 hour minimum
- Additional services available as requested

## EXHIBIT B

### FEES

Education Course costs	\$ 5,100.00
Disposable supplies for education	250.00
Medical Direction	500.00
Total cost for 2 years*	<u>\$ 5,850.00</u>

Quarterly amount for the initial term of the agreement \$ 731.25

\* up to 5 EMTs to take NCCR recertification course included in costs.



# City of East Bethel City Council Meeting Agenda Information

\*\*\*\*\*

**Date:**

November 16, 2016

\*\*\*\*\*

**Agenda Item Number:**

Item 6.0 A-E

\*\*\*\*\*

**Agenda Item:**

Consent Agenda

\*\*\*\*\*

**Requested Action:**

Consider approval of the Consent Agenda

\*\*\*\*\*

**Background Information:**

Item A

Approve Bills

Item B

November 2, 2016 City Council Work Meeting Minutes

Meeting minutes from the November 2, 2016 City Council Meeting are attached for your review and approval.

Item C

November 2, 2016 City Council Minutes

Meeting minutes from the November 2, 2016 City Council Meeting are attached for your review and approval.

Item D

Pay Estimate #2 for the 2016 Street Improvement Project

This item includes Pay Estimate #2 to Knife River Corporation for the 2016 Street Improvement Project. This pay estimate includes payment for bituminous reclamation, bituminous patching, paving and striping. Staff recommends partial payment of \$560,785.31. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$ 671,523.33
Less 5% Retainage	\$ 33,576.17
Less Previous Payments	<u>\$ 77,161.85</u>
Total payment	\$ 560,785.31

Payment for this project will be financed from the Street Capital Fund. Funds are available and appropriate for this project. A copy of Pay Estimate #2 is attached.

Item E

IUP Renewal – Carol and Jeff Hintz, 23257 Durant St NE, East Bethel MN 55005

Carol and Jeff Hintz are requesting the renewal of their IUP for a private kennel license for three dogs. The Hintz’s have had a private kennel license since 2006 and have complied with all of

the conditions of their IUP. There have never been any complaints related to their IUP or any other issues on their property. Their property is located at 23257 Durant St. and is zoned Rural Residential.

\*\*\*\*\*

**Recommendation(s):**

Staff recommends approval of the Consent Agenda as presented.

\*\*\*\*\*

**City Council Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_



**City of East Bethel**  
**November 16, 2016**  
**Payment Summary**

<b>Payments for Council Approval</b>	
Bills to be approved for payment	\$106,195.78
Electronic Payroll Payments	\$28,259.24
Payroll - City Staff, November 3, 2016	\$37,221.94
<b>Total to be Approved for Payment</b>	<b>\$171,676.96</b>

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Auto/Misc Licensing Fees/Taxes	IN0017143	Anoka County	615	49851	\$380.00
Arena Operations	Bldgs/Facilities Repair/Maint	ABR0151611I	MN Dept Labor & Industry	615	49851	\$20.00
Arena Operations	Bldgs/Facilities Repair/Maint	102716	Wright-Hennepin Coop Electric	615	49851	\$29.95
Arena Operations	Information Systems	B161101J	Anoka County Treasury Dept	615	49851	\$75.00
Arena Operations	Motor Fuels	1093679289	Ferrellgas	615	49851	\$340.14
Arena Operations	Refuse Removal	2248063	Ace Solid Waste, Inc.	615	49851	\$141.97
Arena Operations	Repairs/Maint Machinery/Equip	37329943	Trane U.S. Inc.	615	49851	\$6,000.00
Building Inspection	Electrical Inspections	110116	Brian Nelson Inspection Svcs	101		\$951.75
Central Services/Supplies	Information Systems	B161101J	Anoka County Treasury Dept	101	48150	\$75.00
Central Services/Supplies	Information Systems	B161101J	Anoka County Treasury Dept	101	48150	\$75.00
Central Services/Supplies	Office Supplies	11	Bryan Carlson	101	48150	\$10.58
Central Services/Supplies	Office Supplies	IN1374377	Innovative Office Solutions	101	48150	\$82.80
Central Services/Supplies	Office Supplies	IN1384870	Innovative Office Solutions	101	48150	\$31.03
Central Services/Supplies	Telephone	110116	CenturyLink	101	48150	\$100.69
City Administration	Professional Services Fees	M22468	TimeSaver Off Site Secretarial	101	41320	\$157.00
City Administration	Telephone	WSTARIN38	Verizon Wireless	101	41320	\$89.96
Economic Development Authority	Conferences/Meetings	110416	MN Comm. Assn. of Real Estate	232	23200	\$60.00
Economic Development Authority	Improvements other than Buildings	2013-2017	Hoffman Bros/Ardis Hoffman	232	23200	\$2,500.00
Elections	Legal Notices	421965	ECM Publishers, Inc.	101	41410	\$26.88
Elections	Legal Notices	424501	ECM Publishers, Inc.	101	41410	\$118.25
Elections	Legal Notices	424502	ECM Publishers, Inc.	101	41410	\$48.38
Elections	Office Supplies	IN1384869	Innovative Office Solutions	101	41410	\$32.22
Engineering	Architect/Engineering Fees	37072	Hakanson Anderson Assoc. Inc.	101	43110	\$477.90
Engineering	Architect/Engineering Fees	37072	Hakanson Anderson Assoc. Inc.	101	43110	\$270.00
Finance	Travel Expenses	102816	Mike Jeziorski	101	41520	\$21.73
Fire Department	Clothing & Personal Equipment	7376	Emergency Response Solutions	101	42210	\$171.00
Fire Department	Dues and Subscriptions	2017	MN State Fire Dept Assn	101	42210	\$200.00
Fire Department	Dues and Subscriptions	2017	MN State Fire Dept Assn	101	42210	\$346.00
Fire Department	Refuse Removal	2248063	Ace Solid Waste, Inc.	101	42210	\$89.58
Fire Department	Repairs/Maint Machinery/Equip	63968	Ancom Communications	101	42210	\$494.55
Fire Department	Repairs/Maint Machinery/Equip	110916	Oak Ridge Autobody, Inc.	101	42210	\$10,020.44
Fire Department	Shop Supplies	606677	Ham Lake Hardware	101	42210	\$49.35
Fire Department	Telephone	110116	CenturyLink	101	42210	\$92.96
Fire Department	Telephone	110116	CenturyLink	101	42210	\$63.98
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	455408-10-16	Premium Waters, Inc.	101	41940	\$42.55
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2660	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	Refuse Removal	2248063	Ace Solid Waste, Inc.	101	41940	\$52.89



**City of East Bethel**  
**November 16, 2016**  
**Payment Summary**

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Legal	Legal Fees	10 2016	Eckberg, Lammers, P.C.	101	41610	\$8,491.88
MSA Street Construction	Architect/Engineering Fees	37068	Hakanson Anderson Assoc. Inc.	402	40200	\$204.61
MSA Street Construction	Architect/Engineering Fees	37069	Hakanson Anderson Assoc. Inc.	402	40200	\$7,620.25
MSA Street Construction	Legal Fees	3418	Eckberg, Lammers, P.C.	402	40200	\$848.00
Park Capital Projects	Bldg/Facility Repair Supplies	2016461	Minnesota/Wisconsin Playground	407	40700	\$33,353.95
Park Maintenance	Bldgs/Facilities Repair/Maint	11751	Great Northern Landscapes, Inc	101	43201	\$323.00
Park Maintenance	Clothing & Personal Equipment	1182148614	G&K Services - St. Paul	101	43201	\$18.21
Park Maintenance	Equipment Parts	23553	Smith Bros. Decorating Co	101	43201	\$79.87
Park Maintenance	Park/Landscaping Materials	36498	Menards - Forest Lake	101	43201	\$98.15
Park Maintenance	Park/Landscaping Materials	36595	Menards - Forest Lake	101	43201	\$12.64
Park Maintenance	Safety Supplies	9261886478	Grainger	101	43201	\$10.62
Park Maintenance	Small Tools and Minor Equip	33777	Menards Cambridge	101	43201	\$114.95
Park Maintenance	Small Tools and Minor Equip	78206965	SiteOne Landscape Supply	101	43201	\$54.80
Park Maintenance	Small Tools and Minor Equip	78207141	SiteOne Landscape Supply	101	43201	\$14.88
Payroll	Insurance Premiums	12 2016	Delta Dental	101		\$637.70
Payroll	Insurance Premiums	12 2016	Delta Dental	101		\$44.10
Payroll	Insurance Premiums	12 2016	Delta Dental	101		\$44.10
Payroll	Insurance Premiums	12 2016	PreferredOne	101		\$7,382.39
Planning and Zoning	Architect/Engineering Fees	37067	Hakanson Anderson Assoc. Inc.	101		\$841.10
Planning and Zoning	Escrow Refund	110416	Jim Malvin	101		\$4,700.00
Planning and Zoning	Office Supplies	IN1384870	Innovative Office Solutions	101	41910	\$34.95
Planning and Zoning	Refund Permit Fees	110116	Masterpiece Homes Inc.	101		\$301.00
Police	Professional Services Fees	10 2016	Gratitude Farms	101	42110	\$970.00
Recycling Operations	Refuse Removal	2248063	Ace Solid Waste, Inc.	226	43235	\$172.41
Recycling Operations	Refuse Removal	09 2016	Freimuth Enterprises LLC	226	43235	\$1,342.60
Recycling Operations	Refuse Removal	102816	Freimuth Enterprises LLC	226	43235	\$236.40
Risk Management	Professional Services Fees	151546	Northern Capital Ins Group	101	48140	\$5,000.00
Sewer Operations	Professional Services Fees	1060810	Metropolitan Council Env Svcs	602	49451	\$1,727.92
Street Capital Projects	Architect/Engineering Fees	37070	Hakanson Anderson Assoc. Inc.	406	40600	\$2,690.70
Street Maintenance	Bldgs/Facilities Repair/Maint	1182148614	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	ABR01508531	MN Dept Labor & Industry	101	43220	\$20.00
Street Maintenance	Bldgs/Facilities Repair/Maint	455408-10-16	Premium Waters, Inc.	101	43220	\$42.55
Street Maintenance	Clothing & Personal Equipment	1182148614	G&K Services - St. Paul	101	43220	\$18.32
Street Maintenance	Equipment Parts	P02320	MacQueen Equipment, Inc.	101	43220	\$208.30
Street Maintenance	Motor Vehicle Services (Lic d)	1665	Central Truck Service, Inc	101	43220	\$223.00
Street Maintenance	Motor Vehicles Parts	8239	Hydraulic Plus & Consulting	101	43220	\$58.00
Street Maintenance	Motor Vehicles Parts	SO10199	Hydraulic Plus & Consulting	101	43220	\$110.38
Street Maintenance	Motor Vehicles Parts	1539-489894	O'Reilly Auto Stores Inc.	101	43220	\$16.78
Street Maintenance	Professional Services Fees	6100327	Gopher State One-Call	101	43220	\$44.55
Street Maintenance	Refuse Removal	2248063	Ace Solid Waste, Inc.	101	43220	\$176.90
Street Maintenance	Safety Supplies	9262799506	Grainger	101	43220	\$121.33
Street Maintenance	Shop Supplies	121509	Metro Products, Inc.	101	43220	\$120.72
Street Maintenance	Small Tools and Minor Equip	362032837	BlueTarp Financial, Inc.	101	43220	\$34.99
Street Maintenance	Street Maint Materials	24827	Bjorklund Companies, LLC	101	43220	\$192.95
Street Maintenance	Street Maint Materials	24866	Bjorklund Companies, LLC	101	43220	\$127.50
Street Maintenance	Street Maint Materials	IN00018693	City of St. Paul	101	43220	\$167.34



**City of East Bethel**  
**November 16, 2016**  
**Payment Summary**

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Street Maintenance	Street Maint Materials	18500	Classic Construction	101	43220	\$579.60
Street Maintenance	Street Maint Materials	161031	Commercial Asphalt Co.	101	43220	\$51.90
Street Maintenance	Telephone	110116	CenturyLink	101	43220	\$72.90
Street Maintenance	Welding Supplies	9940508309	Airgas USA, LLC	101	43220	\$87.50
Water Utility Capital Projects	Architect/Engineering Fees	37071	Hakanson Anderson Assoc. Inc.	433	49405	\$1,058.75
Water Utility Operations	Bldgs/Facilities Repair/Maint	102716	Wright-Hennepin Coop Electric	601	49401	\$26.67
Water Utility Operations	Chemicals and Chem Products	3973897 RI	Hawkins, Inc	601	49401	\$35.00
Water Utility Operations	Small Tools and Minor Equip	57779493	HP INC.	601	49401	\$1,003.67
Water Utility Operations	Telephone	110116	CenturyLink	601	49401	\$187.54
Water Utility Operations	Telephone	110116	CenturyLink	601	49401	\$129.67
Water Utility Operations	Telephone	110116	CenturyLink	601	49401	\$74.94
Water Utility Operations	Utility Maint Supplies	362031521	BlueTarp Financial, Inc.	601	49401	\$69.99
						<b>\$106,195.78</b>
<b>Electronic Payroll Payments</b>						
Payroll	PERA					\$6,604.14
Payroll	Federal Withholding					\$5,987.60
Payroll	Medicare Withholding					\$1,641.36
Payroll	FICA Tax Withholding					\$7,010.26
Payroll	State Withholding					\$2,356.00
Payroll	MSRS/HCSP					\$4,659.88
						<b>\$28,259.24</b>

## EAST BETHEL CITY COUNCIL MEETING

NOVEMBER 2, 2016

The East Bethel City Council met on November 2, 2016, at 6:00 p.m. for the City Council Work Meeting at City Hall.

MEMBERS PRESENT: Steve Voss Ron Koller Tim Harrington  
Brian Mundle Tom Ronning

ALSO PRESENT: Jack Davis, City Administrator  
Mark Vierling, City Attorney

**1.0 Call to Order** The November 2, 2016, City Council Work Meeting was called to order by Mayor Voss at 6:00 p.m.

**2.0 Adopt Agenda** **Harrington stated I'll make a motion to adopt the November 2, 2016, City Council Work Meeting agenda. Koller stated I'll second.** Voss asked any discussion? All in favor say aye?" **All in favor.** Voss asked opposed? Hearing none motion passes. **Motion passes unanimously.**

**3.0 Predatory Offenders Residency Restriction Ordinance** Davis presented the staff report, indicating at the August 23, 2016 Planning Commission Meeting, the Commission discussed the need for an ordinance that would provide residency restriction requirement for Level III sexual predators. He explained that in recent months, many cities in Anoka County have adopted such an ordinance including Anoka, Andover, Columbia Heights, Coon Rapids, and St Francis. These ordinances have been in response to the potential release of sex offenders from civil commitment due to a Federal ruling that stated the State of Minnesota's Civil Commitment Program is unconstitutional.

Davis advised of the Planning Commission's discussion and recommendation to approve an ordinance that provides residency restrictions for released Level III Sexual Offenders, subject to legal opinion. Davis indicated Taylor Falls in Chisago County was the first city in the State to adopt a residency restriction requirement in 2006. Since that time, 45 communities and one county (Chisago) have adopted residency restriction ordinances. Currently both South St. Paul and Rogers are considering adoption of the residential restriction ordinances. These ordinances have never been through a judicial review process. Attached is an article from the Star Tribune that discusses this issue.

Davis stated on October 5, 2016, Mark Bliven of the Minnesota Department of Corrections made a presentation to City Council relating to adoption of residency restriction ordinances and its different view of the intent of these ordinances and feels that adoption of these restrictions may create a false sense of security in a community and pose issues relating to tracking of these persons. Staff is seeking direction from Council as to this matter.

Ronning stated this item is troubling to him as it came before the Planning Commission twice and they didn't request it. He noted there are some dangerous people out there (murders, drug dealers) that have no rating and Mr. Bliven had indicated at the last meeting 'the resolution the Council was considering,' showing he knew something the Council wasn't aware of. Ronning asked how you would oppose something like this regardless of what you think, noting there have been complaints for a long time about zoning ordinances for industrial, R-1, R-2 and to him, that seems like more of an issue than this thing.

3.0  
Predatory  
Offenders  
Residency  
Restriction  
Ordinance

Davis noted the issue is that cities are put into an almost 'no win' situation as there seems to be almost a race against time for cities to enact these regulations. One thing he considered was that East Bethel does not want to be the last one to adopt this or have any restrictions as it may lead to an over concentration of these offenders. That is why he had recommended the Planning Commission look at this ordinance.

Ronning stated out of the 45 listed, Andover is #2, Linwood Township is #28, but there are none in Ham Lake or Isanti, Oak Gove, Cambridge, Blaine, so East Bethel may be the 'donut hole.' Davis agreed that if East Bethel has no regulations, that is eventually the potential of what will happen. Ronning felt it would create more concerns due to fear of the unknown than having a murderer or any number of things like that living next door.

Voss stated Mr. Bliven made some really good points about their whole program so he thinks there may be unintended consequences that will happen from every city doing this. And, it sounds like eventually, the State will come down and say you can't do it anyway. Voss stated that is the broader defined issue because the way the map was presented with the criteria, a city can't blanket ban it. Vierling advised it is significant that it has never been challenged because if it had been challenged, he believes it would stand as there is no Statutory authority that he could find that allows the city to classify people in terms of where they can live in a community. By statute, the City has the right to determine uses (commercial, residential, educational, institutional) but there is no doubt in his mind that if this type of ordinance is challenged in any of these communities at any time, it's not going to stand up.

Vierling advised the Council can certainly adopt it, for what it's worth. With regard to where the likely challenge will come from, he thinks at some point in time as more communities adopt this, there will be a tipping point at which the State will step up and challenge. Or, more importantly and probably earlier, when one of these people want to locate, they might bring the challenge or get the Minnesota Civil Liberties Union (MCLU) or another organization of that nature to bring the challenge on their behalf.

Vierling posed the question whether the Council should adopt it as a preventative measure so the City is not targeted until such time as that challenge comes in, noting that is the real issue before the Council. He explained with the patterning, the original cities took what was probably in the form of their adult use ordinances as it basically draws a zoning ordinance as a use to allow some place in their city where that could go, in some corner where nobody cared or there were no services anyway. Vierling stated for years, cities have adopted adult use ordinances so as to do the same type of things with those types of uses. That, however, can stand as long as the city identifies a place in their community where that use can go. But, again, when it comes down to it, Vierling did not think it would 'fly' to take that parallel and apply it to people.

Ronning stated Mr. Bliven had commented that there have been ordinances overturned as unconstitutional. He asked if Minnesota has a statute that has been overturned. Vierling stated he does not recall that specific comment but in general principle, the highest form of government in the State is the State of Minnesota. He advised there are many court hearings, proceedings, and decisions that basically cities can legislate exactly in and nowhere else in those areas that the State has permitted them to legislate. Usually, unless the City can point to a specific statute giving authority to adopt this type of legislation, the City does not have authority to do it. Vierling advised the bottom line is not to say cities don't do that, waiting for someone to make the challenge, but if that does come around, the

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Predatory  
Offenders  
Residency  
Restriction  
Ordinance

City would not want to be the target city they are challenging. Ronning stated his experience with the United Auto Workers is there are many groups looking for a cause to grow intention and they ran into them all the time. Vierling agreed that can happen.

Voss stated to his question, if the Council was to adopt this regulation it sounds like it doesn't matter what criteria the City uses to draw lines, it's likely not going to hold up anyway. He stated his point is the Council making 'winners' and 'losers' out of the City, then carving out sections of the City, and asked how the Council can arbitrarily decide that. Voss stated in the end, he thinks it will be found to be unconstitutional so why should the Council consider passing it, only to the fact that everyone else is doing it and the City does not want to be the last.

Davis stated with regard to whether the City can totally eliminate them, he would agree with Vierling's comments that if challenged it would probably be over ruled. He noted the City of Dayton went beyond what most cities have done by identifying distances from certain areas that these people can be located in. Two that stand out are they cannot be located anywhere within 2,000 feet of a pumpkin patch or apple orchard. Essentially what Dayton did was to blanket their entire city by broadening the scope of restrictions in where they can actually reside.

Ronning stated anybody who is aware of this now would say, 'You were informed that you didn't have the authority to do this and you go ahead and do it.' But, if you have to dispose of it, they will be asked, 'What's the matter with you guys because you knew the issue when you were doing this.'

Davis stated another thought is that this is one of those cases where you're in trouble if you do and in trouble if you don't. He believed the regulation would give an indication to residents of East Bethel that the Council is trying to do something while in effect they may not really be able to do anything at all. Davis referenced the last incident where a Level III sexual offender was proposed to be located in East Bethel in 2012 and 200 people or more attended the hearing at the Senior Center. Also, there was a request in Linwood last week to have a half-way house for treatment of women with opiate issues and that town hall was packed. Davis noted if one of these things does come up, there's going to be public outcry for it not to happen.

Voss agreed that would be the case if it comes up but he would contend if the City adopts this regulation and map, it will get more residents upset depending on whether or not they are located within the zone. He stated he does not know that people living in 'safe zones' would necessarily feel any safer. Davis agreed and stated he does not know that the map is final as one criteria is they can't live anywhere within 2,000 of a licensed day care center and he does not know if all have been identified or there is need to go any further with this, but this is something he felt the Council should discuss and provide direction.

Mundle asked about the process for a Level III to locate somewhere. Davis explained the Department of Corrections will try to find them a place and when they do, then they hold a notification hearing. As part of the commitment for release, they must have a place to live. In the case of the 2012 request, the proposed residency was identified, there was a lot of pressure put on that property owner who finally said he would not rent to the individual so that individual was not released at that time. He stated the Department of Corrections does need to hold a hearing within the locale in which the offender is to live in.

3.0  
Predatory  
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Residency  
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Mundle asked if there is any approval required of the City. Voss explained it isn't really a hearing, it is a notification meeting. Davis agreed. Voss stated he remembers asking Mr. Bliven that question and he does not think they necessarily find a place but instead it is a place where the offender knows the owner or family member. He was unsure that it was the State trying to find a place for them to live, noting the City has no authority over group homes anyway.

Vierling advised that group homes and daycares have been statutorily removed, within limits, as to numbers and bodies that can be in there. Davis stated the only thing the City has over group homes is whether they meet Building Code requirements, septic system capacity, and Fire Codes.

Ronning stated if the City put limitations on daycares and schools, etc., he would ask whether they are prohibited from having children. He thought it was up to the couple whether they would stay together as the State cannot require them to divorce but they should be kept away from where a child can go (school, daycare). He believed there were too many 'holes' and the City did not have the authority anyhow, making it a damned if you do and damned if you don't.

Voss stated not that the public won't be upset about it, but at this point the public has not brought it to the Council's attention, it is from a staff level because other cities are enacting these regulations. Voss stated he was glad Mr. Bliven attended and he understood that discussion of facts. He stated whether it be a group home or rehab house, it's always controversial and about fear. Ronning felt there was also a lot of witch hunt.

Mundle noted with cities that have passed this regulation, such as Dayton, it was in response to some individuals wanting to locate there. If the City does not enact regulations now and the scenario came up that someone wanted to locate in East Bethel, he would ask if the City could then consider regulations or does it have to be enacted before such a request. Davis advised it cannot be retroactive.

Vierling advised the City would have plenty of notice from the Commissioner's Office before they made the placement and there would be nothing to prevent the City from mobilizing properly. The City could certainly pass an ordinance in advance. Voss noted that is what occurred in Dayton, regulation was passed after receiving notification.

Mundle stated the scenario could be that if the Council decides to not go forward with an ordinance at this time, at such time in the future it could be discussed and potentially passed. Voss stated it could and he certainly does not want to condone it right now as a means of dealing with an issue. But, it's an option to consider. Voss stated at the very least, if waiting for the State to come to sue, at least the City would not be in that pool that could be sued if nothing is enacted right now.

Ronning asked what potential damages can happen, what exposure does the City have to some liability. Vierling advised it depends on the theory in which the attack comes framed. The worst scenario is the City is basically sued under some theory under federal civil rights. In which case, there is potential liability for actual out of pocket damages of the individual trying to locate. The terrible part of federal civil rights is that it does not matter if it is a penny, the plaintiff gets full attorney fees. Vierling stated he has had cities on small things such as political use of parks by an individual get sued and have \$4,000 of out of pocket damages but \$50,000 of attorney fees without having to go to a single hearing.

3.0  
Predatory  
Offenders  
Residency  
Restriction  
Ordinance

Voss stated he still goes back to fundamental rights as it is a civil rights thing since it is legislating what people can do and that is not right.

Harrington asked staff to update the map, noting it is outdated because there are also school bus pickups. Davis explained there are essentially no maps of designated school bus stops because they change. Voss stated the bus stops are driveways. Davis agreed, noting they change year-to-year and month-to-month and location-to-location so there is not designated maps of school bus stops to base a restriction on. Voss thought there were very few City streets that the school bus does not go down as there are four bus routes per day.

Mundle stated if the Council wants to look at any language, they should deal with that but otherwise it should be put on the 'back burner' and ready just in case at such time in the future, the Council would want to go forward with it. Voss concurred.

Ronning stated it almost seems like something to 'pass the buck' to get a little bit of what you want. He stated the ordinance would read such that our practice will mirror the State legislation and statutes. Voss noted there are no statutes preventing it and is being done on a local level. Ronning stated the City does not have the authority to do it.

Vierling advised State law preempts the City anyway from that perspective. He noted that with the news, everybody is fully aware the State of Minnesota has its own issues in federal court with the release of these folks. Vierling stated he would not be surprised if there is some legislation at the State level that deals with the issue in some respects and may defer some authority down to local jurisdictions. He noted it is not as if the Council won't be revisiting it as the State gets through its federal issues, which is more than likely to occur. Voss agreed, noting it may also be a discussion during the next Legislative Session due to the Wetterling case.

Ronning referenced related material indicating US District Judge Donovan Frank's ruling that the program is essentially permanent confinement with no clear path to release. Ronning stated it appears to be clear that you cannot confine somebody that is not imprisoned. Vierling advised this refers to the State's holding these folks in a supposed hospital setting for treatment indefinitely. Obviously, that is the issue in the federal case yet to be addressed. Vierling stated as that case is resolved, there may be an entire area of State legislation to come forth because all the rules with release and treatment will be revised, making it entirely probable that they would also take a look at local regulatory authority.

**After polling the Council, Voss stated it is the City Council's consensus to shelve this matter to a future date.**

4.0  
Sign  
Ordinance

Davis presented the staff report, indicating at the October 5, 2016, City Council meeting, concerns regarding Code enforcement were presented, particularly as they relate to the Sign Ordinance. He listed the issues relating to the Sign Ordinance as detailed in the staff report. Davis noted the City's Sign Ordinance is need of review and update to assess its currency with the advances in sign technology and communications needs of businesses. Staff is seeking direction from Council as to amending this Ordinance. In addition, staff is discussing the Sign Ordinance regulations with existing and potential businesses to get their comments. In this way, the Ordinance discussion can address current and future potential needs for incorporation in the three business zones while remaining compatible with the Comprehensive Plan.

4.0  
Sign  
Ordinance

Davis stated electronic reader board signs are the new advertising trend but are prohibited in the City's Center District regardless of size. He suggested the City develop a comprehensive Sign Ordinance as it relates to what will be done with future businesses that desire signage that keeps up with technological advances and needs.

Voss stated he expects it will take more than several meetings to get this issue resolved. He stated the problem with developing the first Sign Ordinance is that it occurred in a vacuum so having more background and input from the business community is important. Voss stated the most significant thing about existing signs along the Highway is the constant flashing lights to get attention. He found that to be a distraction as well as some illuminated billboards that can be blinding if all white so he thinks those safety issues need to be addressed. Davis stated staff has held conversations with several businesses about flashing signs that are a safety issue, noting the existing ordinance does contain some provisions but they could be expanded to assist with Code enforcement of safety issues.

Ronning stated he would be interested seeing an inventory of existing signs and sign regulations of surrounding communities. He agreed there should be some continuity with signs along Highway 65. Voss stated Blaine went through significant sign ordinance changes about ten years ago when it started developing and addressed signage for businesses.

Ronning stated most communities have a maximum sign height. Voss stated East Bethel also has that restriction as well as maximum width and number of signs on a building. Davis advised the maximum height cannot exceed the eave height of the building and there is also a provision based on the elevation of the road centerline.

Mundle asked, with the electronic signs, if there are regulations on imitation of emergency vehicles (flashing sequence of red to blue). Davis advised not in the current ordinance. Voss noted some signs are visible two miles' distance due to flashing strobe lighting, which is a distraction.

Voss stated with the first Sign Ordinance, a big issue was temporary and portable signs so there are some restrictions but to him, it almost comes down to how and when it is enforced. Davis stated for the most part, those things are fairly well covered in the existing Sign Ordinance and the big issue now is the size of electronic signs and if they should be prohibited in certain areas. Davis stated some of that language needs to be clarified as well as considering the concept of the City Center District as it has evolved and changed somewhat. He agreed another issue is consistency with surrounding cities while still addressing the City's specific needs. Voss stated the billboard aspect should also be reviewed because those are areas the City hopes to develop.

Koller asked what the definition of 'temporary' is. Davis stated it is defined in the ordinance. For other types of signs, there are different definitions of temporary but it does give measurable definitions as far as time goes. Voss stated you are allowed 30 days out of a year to have grand opening types of signs. Ronning read the definition of temporary sign being a sign designed or intended to be displayed temporarily.

Voss stated he is interested to see what the Planning Commission discusses at its next meeting and comes back with. Davis stated that topic is scheduled for their next agenda and agreed it will not be done in one meeting and may take several months for a thorough review and examination. Voss felt it would come down to assuring the City has an

4.0  
Sign  
Ordinance

ordinance that is enforceable and the City is willing to enforce it.

Ronning stated the purpose should also be part of the equation. With regard to the City's sign, Davis clarified that it does meet the Sign Ordinance as an exception with the distinction being it is not a commercial sign and is for the purpose of disseminating information to the public. Voss noted that exception can be clarified, if needed.

**Informational; no action required at this time.**

5.0  
Oak Grove  
Building  
Official &  
Inspection  
Services  
Contract

Davis stated he met with the Oak Grove Administrator on October 31, 2016, to discuss continuation of the Building Official and Inspection Services Contract for 2017. He stated he had e-mailed the Council a brief update on that meeting indicating the City's financial position with that and basically, the discussion involved extension of the contract and trying to make services more efficient in terms of inspection response time. Generally, the goal is to do inspections within 24 hours but occasionally it has been 48 hours due to work load volume.

Davis stated he also discussed that the City is going to evaluate the permit process to find ways to streamline and make it more efficient. The other thing to address is the volume of work load. He reported that so far through September, the City issued 72 single-family home permits in East Bethel and Oak Grove. With all permits, the volume is the highest it has been since 2006 so staff would like the Council to consider hiring a part-time inspector next year during the busiest time year (April through October). Davis noted in 2017, a temp position is budgeted in Building Inspections Department to help the Permit Tech keep up with those activities and improve efficiencies.

Davis stated another thing that may come up is to consider Oak Grove's request to consider the charges. Currently, Oak Gove is charged 80% of the permit fees for basic inspection work (decks, windows, remodeling) and 100% for plan review. In past such discussions, the City has told Oak Grove that staff has a better data on historical costs and this could be an area for discussion. Davis stated he will provide an update on this matter at the next Council Meeting.

Ronning asked about the past sharing of costs, noting Oak Gove has been asking for consideration on charges for a while now. Davis stated with the first contract, the City charged Oak Grove 90% because staff was not exactly sure what would be involved. That charge was then reduced to 80% after the first year and remained at that rate. Davis explained that through the charges received so far this year, if reduced to 75%, it would be a revenue reduction of \$7,000. Currently, the City covers all of its costs for inspection services to Oak Grove and there are additional revenues generated from that which also cover the cost for the extra inspector used for East Bethel. Davis stated from the City's standpoint, it is a good deal and also a good deal from Oak Grove's standpoint as they don't need to hire and manage staff and receive a timelier response than they received with their past contractor. Davis stated staff wants to assure it is a good deal for both cities.

Voss asked about Oak Grove's basis for discussing the percentage, noting they also have administrative costs with permits. Davis explained that currently, Oak Grove gets 20% of their permit fees. Voss asked if Oak Grove is saying that does not cover their costs. Davis answered in the affirmative, noting Oak Grove does all the permit issuance and East Bethel does the inspection. Oak Grove is asking for another 5% to cover their administrative costs. Voss noted East Bethel does not set Oak Grove's permit fees and East Bethel's focus has to

5.0

Oak Grove  
Building  
Official &  
Inspection  
Services  
Contract

be to assure its own expenses are covered. Davis concurred.

Voss asked how it fits the budget to hire a part-time staffer next year. Davis explained it would be fee driven and a budget neutral item. Based on the volume of work for the past three years, it has increased every year. So far this year, the City has taken in close to \$400,000 in permit fees.

Ronning asked about the split of the 72 homes. Davis responded 25 East Bethel and 47 Oak Grove, 25 permits is the most issued in East Bethel since 2007, and there are three months to go.

Ronning asked about timing for the temporary help in 2017. Davis stated it would be during the busy construction time and also fill in during times when the other two inspectors are at training, sick, vacation, etc. In addition, the part-time position will free up time for Code enforcement activities.

Mundle asked if the inspectors have worked over time in 2006. Davis stated they have since May. Mundle noted that getting someone part-time may reduce some of those costs. Voss clarified it would be a full-time position during those busy months. Davis confirmed that is correct, full time for six months of the year. He stated the total overtime has been 160 hours, or essentially four weeks. Davis stated he expects it will be a contract position to avoid other issues.

**Davis stated he will provide an update at the next Council Meeting.**

**6.0  
Adjourn**

**Harrington stated I'll make a motion to adjourn. Koller stated I'll second. Voss asked any discussion? All in favor say aye?" All in favor. Voss asked opposed? Hearing none motion passes. Motion passes unanimously.**

Meeting adjourned at 6:52 p.m.

Submitted by:  
Carla Wirth  
*TimeSaver Off Site Secretarial, Inc.*

## EAST BETHEL CITY COUNCIL MEETING

NOVEMBER 2, 2016

The East Bethel City Council met on November 2, 2016, at 7:00 p.m. for the regular City Council meeting at City Hall.

MEMBERS PRESENT: Steve Voss Ron Koller Tim Harrington  
Brian Mundle Tom Ronning

ALSO PRESENT: Jack Davis, City Administrator  
Mark Vierling, City Attorney

**1.0 Call to Order** The November 2, 2016, City Council meeting was called to order by Mayor Voss at 7:00 p.m.

**2.0 Pledge of Allegiance** The Pledge of Allegiance was recited.

**3.0 Adopt Agenda** **Harrington stated I'll make a motion to adopt tonight's agenda. Koller stated I'll second.** Voss asked any discussion? All in favor? **All in favor.** Voss asked opposed? Hearing none, that motion passes. **Motion passes unanimously.**

**4.0 Public Hearing** Davis presented the staff report, indicating East Bethel Code of Ordinances, Chapter 74, Sec. 74-126 (b) provides for the collection of delinquent accounts through the property tax system. This ordinance provides the opportunity for property owners that are delinquent in payments to the City for utility services to come before the City Council to state their objections. This Public Hearing meets the requirements of the Ordinance and must be conducted before the final certification of delinquent amounts is forwarded to the County for collection with property taxes.  
**4.0A Delinquent Utility Cert. Resolution 2016-55**

Davis explained at the October 5, 2016, meeting, the Council set November 2, 2016, as the Public Hearing date for individuals wishing to object to the delinquent charges being collected through the property tax system. All affected property owners have been notified via U.S. mail of the opportunity to appear before the City Council. The final list of properties with delinquent charges must be provided to the County Auditor no later than November 30, 2016. Staff recommends that a Public Hearing be conducted tonight and at its conclusion, the Council consider approval of Resolution 2016-55, Final Certification of Delinquent Charges for Collection with 2016 Property Taxes.

Voss opened the public hearing at 7:02 p.m. As no one appeared to speak, Voss closed the public hearing at 7:03 p.m.

**Harrington stated I'll make a motion to approve Resolution 2016-55, Final Certification of Delinquent Charges for Collection with 2016 Property Taxes. Koller stated I'll second.** Voss asked any discussion? Hearing none, to the motion, all in favor say aye? **All in favor.** Voss asked opposed? That motion passes. **Motion passes unanimously.**

**5.0 Public Forum** No one signed up to speak at the Public Forum.

**6.0  
Consent  
Agenda**

Item A Approve Bills  
Item B Meeting Minutes, October 19, 2016 City Council Meeting

**Harrington stated I'll make a motion to adopt tonight's Consent Agenda. Mundle stated I'll second.** Voss asked any discussion? To the motion all in favor say aye? **All in favor.** Voss asked opposed? That motion passes. **Motion passes unanimously.**

**7.0  
New Business**

Commission, Association and Task Force Reports

7.0A  
Planning  
Commission  
7.0A.1  
November  
Planning  
Commission  
Meeting

Davis presented the staff report, indicating the Planning Commission's agenda for the November 15, 2016, meeting will include WSB's initial meeting to begin the process of the preparation of the Comprehensive Plan, a Site Plan Review for an addition to Northway Sports, review of the Sign Ordinance and a Variance request for Hoffman Sod for a new sign installation. The November 29, 2016, meeting agenda will include a continuation of recommendations for revisions for the Sign Ordinance (pending direction from City Council) and a Site Plan Review for the Hidden Prairie Event Center.

Davis noted for those interested in 2018-2028 Comprehensive Plan revision, the Planning Commission will schedule discussion and review of work completed for the Plan through the next 12 to 16 months. He reviewed the Commission's meeting dates, noting the outline of the schedule of public meetings devoted to the Comprehensive Plan, outside the Planning Commission's agendas, will be announced at the November 17, 2016, Town Hall Meeting and listed on the City website.

Voss asked staff to create large poster board and handouts of these meeting dates for the upcoming Town Hall Meeting. Davis agreed and stated a progress update of the Comprehensive Plan will also be presented and on the City's website by November 17.

**Informational; no action required.**

7.0B  
Economic  
Development  
Authority  
7.0B.1  
UpRiver  
Realtors  
Meeting

Davis presented the staff report, indicating on October 18, 2016, Community Development Director Winter and City EDA Member Lux attended the annual UpRiver event at the Blaine Sports Center. This event is designed to connect commercial real estate companies with the economic development departments of local government. Attendance at these events is part of the City's economic development marketing strategy as contacts with local and regional realtors and developers are one of the ways the City maintains connection and interaction with those groups who are actively looking for development projects in Anoka County. He indicated staff will attend the Minnesota Commercial Association of Realtors Expo in Minneapolis on November 9, 2016, to continue the City's efforts to promote and advertise the development opportunities in East Bethel.

Voss asked if there was feedback on the UpRiver event. Davis stated Winter indicated 40-50 commercial realtors attended, there was good discussions at the City's booth, staff distributed flash drives with pertinent economic and demographic data, and she will present an update at the next EDA meeting.

**Informational; no action required.**

7.0C  
Park  
Commission

None.

7.0D  
Road  
Commission

None.

**8.0**  
**Department**  
**Reports**

None.

8.0A  
Community  
Development

8.0B  
Engineer

None.

8.0C  
City Attorney

None.

8.0D  
Finance

None.

8.0E  
Public Works

None.

8.0F  
Fire  
Department  
8.0F.1  
Personnel  
Recognition  
Policy

Davis presented the staff report, indicating the City of East Bethel currently sponsors the annual Fire Department awards and Fire Fighter Recognition program that honors the City's Fire Fighters for Firefighter of the Year for Station 1 and Station 2, Sandman of the Year, Rookie of the Year, Officer of the Year, and Fundraiser of the year. Firefighters are awarded with plaques and tabs that keep current their award. This program is paid through the annual Fire Department training budget and the awards are given out at the East Bethel Firefighters' Relief Association Annual Appreciation Dinner.

Davis explained that because of the diverse services the Fire Department performs, additional recognition should be considered such as awarding ribbons or citation bars that are worn on individual Firefighters' uniforms. It would be another way to portray to the public the skill set and experience of our Firefighters. In addition, another new part of the program, will be annual recognition at a schedule Council meeting for all awards given to Firefighters for the past year accomplishments.

Davis stated the City Council has not adopted a recognition program for the Fire Department in the past. The program is proposed for continued funding within the annual Fire Department Budget. Annual costs of the program vary but should not exceed \$1,000. Staff is seeking direction as to continuation and/or modification of this program.

Davis referenced the Fire Chief's outline as contained in the meeting packet that had been endorsed by the Firefighters as their form of recognition. Staff recommends approval with the anticipation the City Council recognition will be scheduled for January of 2017.

**Ronning stated move to adopt continuation and/or modification of the program. Koller stated I'll second. Voss asked any discussion?**

8.0F.1  
Personnel  
Recognition  
Policy

Mundle asked if the City's recognition would involve ribbons. Davis stated that is correct including tab bars that are awarded after certain incremental service years and can be placed on a plaque.

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

8.0G  
City  
Administrator  
8.0G.1  
Town Hall  
Meeting  
Format

Davis presented the staff report, indicating Town Hall Meetings have previously used the following format:

- 6-7 p.m. ~ Informal Session in the Senior Center with Council and Staff
- 7-8 p.m. ~ Question and Answer Session with City Council in Council Chambers
- 8-9 p.m. ~ Reconvene Informal Session in the Senior Center with Council and Staff.

Davis reported that scheduled to appear at the November 17, 2016, Town Hall Meeting are representatives from MnDOT and WSB, a consulting firm. In addition to their display at the 6-7 p.m. Informal Session held in the Senior Center, MnDOT has been asked to present a comparison of the data evaluated for the Highway 65/Viking Boulevard Intersection Improvement Project and to provide a recommendation based on that information. WSB has been asked for a short presentation and outline of the Comprehensive Plan process and to demonstrate the procedure to access and comment on the Plan through the City website.

Davis stated staff is requesting the City Council approve an agenda for the November 17, 2016, Town Hall Meeting that would provide ample time for presentations and citizen questions as follows:

- 6-7 p.m. Informal Session in the Senior Center with Council, Guests, and Staff
- 7:00 p.m. Opening Remarks by Mayor Steve Voss
- 7:02 p.m. MnDOT Presentation and Question Session
- 7:45 p.m. WSB Presentation and Question Session
- 8:05-9:15 p.m. General Question and Answer Session
- 9:15-9:45 p.m. Wrap up and Informal Session in the Senior Center

**Mundle stated make a motion to approve the agenda for the November 17, 2016, Town Hall Meeting as presented. Harrington stated I'll second.** Voss asked any discussion?

Voss noted the MnDOT presentation is scheduled for 45 minutes but should be 10 minutes to allow more time for questions. Davis stated he mentioned the City has now seen their presentation four times so he suggested a two-minute background presentation and then present new information with focus primarily on the evaluation of how they compared the four alternatives for the intersection improvement. Then the rest of the time can be used to address questions that have arisen such as rights on reds, turn lanes for merging, and reduced conflict intersection details that had not been addressed before.

Voss asked if they will have the assessment completed by then. Davis stated the assessment is nearly completed and shows the evaluation but some data is still missing. He stated he has requested additional information on traffic counts and sourcing of their information. MnDOT now has a better presentation of their information. Davis stated as soon as he receives their final comments, he will ask them to brief the Council prior to the Town Hall Meeting.

Harrington stated he attended the meeting yesterday morning with emergency services and they have some issues with Highway 22 and a J-Turn on Highway 65. He stated they will

8.0G.1  
Town Hall  
Meeting  
Format

be looking into a few more things and getting back to Davis. Davis stated that meeting was attended by City staff, four MnDOT representatives, Federal Highway Administration staff, Fire Chief DuCharme, Commander Orlando, Anoka County Sheriff's Department representative **Podnick**, and the Ambulance Services Director. Davis stated a lot of good points were raised that had not yet been taken into consideration so MnDOT will be addressing those issues and potential redesign of that intersection.

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

**9.0 Other**  
9.0A  
Staff Reports  
9.0A.1  
Booster West  
Park Sign

Davis reported the south entrance sign to Booster Park was stolen approximately two weeks ago. The City will be ordering a replacement to match the one that was taken. If anyone has information relating to this incident, please contact City Hall or the Anoka County Sheriff's Office.

**Informational; no action required.**

9.0A.2  
ACSO  
Digital  
Speed  
Sign

Davis stated the Anoka County Sheriff's Office portable post mount radar unit has been placed on 221<sup>st</sup> Avenue just west of Palisade Street for the past two weeks. This unit records and displays speed only in the direction of oncoming traffic. If a vehicle is speeding, the display flashes in addition to showing the speed of the vehicle. Information as to the number of vehicles and their speed is recorded, stored, and can be downloaded for additional information and analysis. These units cost \$3,000 to \$4,000. Davis stated the City may want to look into these units further many complaints are received, especially in residential neighborhoods, about speeding and this would be a valuable tool to serve as a reminder to slow speed.

Mundle asked if the unit on 221<sup>st</sup> Avenue was paid for by the Sheriff's Office but staff is indicating if the Council wants to, the City could purchase a unit. Davis answered in the affirmative and explained it would offer an option to monitor the speed of traffic in areas of complaint. In that effort, he would like to get more information on how well they operate, hold up, and costs for discussion at a future Council meeting.

Voss asked if the unit could be put up on a County road if the City owned one. Davis stated he does not think that would be a problem once permission is gained from the Sheriff's Department. Mundle asked if there are public safety grants to cover a portion of the costs. Davis stated staff could check whether that is a possibility.

**The consensus of the City Council was to ask staff to obtain additional information on a Post Mount Radar Unit for consideration at a future meeting.**

9.0A.3  
Election  
Information

Davis stated the 2016 General Election is Tuesday, November 8, 2016. There are three precincts/polling locations in the City: Precinct 1 is the East Bethel Community/Senior Center at 2241 221<sup>st</sup> Avenue; Precinct 2 is Our Savior's Lutheran Church at 19001 Jackson Street; and, Precinct 3 is East Bethel Fire Station 1 at 2751 Viking Boulevard. He encouraged residents with questions to call City Hall or locate their polling place by accessing the Secretary of State's website. Davis reviewed election polling information, hours of operation, absentee ballot voting, and how to register to vote.

Davis was noted that in addition to the national and State elections, local offices include those for County Commissioner, School District offices, Soil and Water Conservation

9.0A.3 Election Information District offices, City offices of Mayor and two Councilpersons, and judgeships throughout the County. He encouraged anyone with questions relating to any election matters to call City Hall.

**Informational; no action required.**

9.0A.4 2017 Commission/Organization Positions Davis stated the City has six Commissions/Organizations that serve in advisory capacity to the City Council by reviewing issues and developing recommendations that deal with land use, various permits, City Ordinances, transportation and street improvements, park development and water quality concerns. These positions are voluntary and by appointment of City Council. Davis stated for those desiring to serve on either the Economic Development Authority, Parks Commission, Planning Commission, Roads Commission, or the Upper Rum River Watershed Management Organization, all that's needed to apply is the submission of a personal resume including a statement of reasons for seeking the position. It was noted that Council will consider and approve appointments in January. The City is now taking applications for any vacancies that may occur on the Commissions and the application process deadline is December 31, 2016.

**Informational; no action required.**

9.0B Council Report – Member Mundle Mundle stated the Sunrise River Water Management Organization (SRWMO) received the final Performance Review and Assistance Program report from BWSR indicating it was responsive to most of the changes requested. He stated he provided a copy to Davis.

Sunrise River WMO Carp Barrier Mundle reported the carp barriers surrounding Martin Lake by the boat launch were completed and the SRWMO and other individuals/organizations were invited out to view them. He displayed pictures of the carp barriers and explained how they work without impacting other species of fish. Mundle stated the largest game fish netted and released was a 49 inch Northern. Mundle stated the carp barrier project is a good example of what can be done when communities want something important, work together, and get grants.

Mundle stated at a Meet the Candidates night, the subject of a community center came up and if residents felt strongly about that, then he would encourage them to get a group together and play with the idea as it may take a while but could be a possibility in the future. Voss noted the carp barrier project took quite a while to finish, maybe six years. Harrington stated someone caught a 42-inch fish out of Lake Martin last week.

Upper Rum River WMO Election Town Hall Mtg. Mundle stated the Upper Rum River Water Management Organization (URRWMO) met last night and was presented with the first draft of the new 10-year Plan. Several sections were reviewed and given to the Board for review and comment. The URRWMO will next meet at the end of the month and review more of the Plan. Following the Board's review, it will be submitted for a 60-day review.

Mundle encouraged residents to get out and vote and attend the Town Hall Meeting.

Council Member Koller None.

Council  
Member  
Ronning

None.

Council  
Member  
Harrington  
Fire Board  
Senior Sale

Harrington stated he attended the October 20, 2016, Joint Powers Fire Department Meeting during which the 2018 contract was discussed. It will be voted on in January.

Harrington announced the November 12-13, 2016, Senior Holiday Craft and Bake Sale at the Community Center. He encouraged residents to get out and vote next Tuesday.

Mayor Voss  
Comp Plan

Voss stated on November 15, 2016, the Planning Commission will start the Comprehensive Plan process and encouraged anyone who wants to be involved to attend that kick-off meeting.

9.0C  
Other

None.

**10.0  
Adjourn**

**Harrington stated I'll make a motion to adjourn. Mundle stated I'll second.** Voss asked any discussion? All in favor? **All in favor.** Voss asked opposed? Hearing none, that motion passes. **Motion passes unanimously.**

Meeting adjourned at 7:32 p.m.

Submitted by:  
Carla Wirth  
*TimeSaver Off Site Secretarial, Inc.*

**PAY ESTIMATE #2  
CITY OF EAST BETHEL  
2016 Street Improvement Project**

November 1, 2016

Honorable Mayor & City Council  
City of East Bethel  
2241 221st Avenue NE  
East Bethel, MN 55011

RE: 2016 Street Improvement Project  
Contractor: Knife River Corporation - North Central  
Award Date: June 15, 2016  
Completion Date: October 14, 2016

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Knife River Corporation - North Central:

**Base Bid**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$15,000.00	1.00	\$ 15,000.00
2	REMOVE CURB AND GUTTER	300	LIN FT	\$5.00	403	\$ 2,015.00
3	REMOVE CONCRETE PAVEMENT	112	SQ FT	\$6.00	48	\$ 288.00
4	REMOVE BITUMINOUS PAVEMENT	177	SQ YD	\$5.00	349	\$ 1,745.00
5	SUBGRADE PREPARATION	67.1	ROAD STATION	\$200.00	67.1	\$ 13,420.00
6	AGGREGATE BASE CLASS 5	10	TON	\$30.00		\$ -
7	HAUL AND DISPOSE FULL DEPTH RECLAMATION, LV	922	CU YD	\$8.00	1,189	\$ 9,512.00
8	FULL DEPTH RECLAMATION	20,578	SQ YD	\$1.00	20,578	\$ 20,578.00
9	MILL BITUMINOUS SURFACE (1.5")	146	SQ YD	\$11.50	51	\$ 586.50
10	MILL BITUMINOUS SURFACE (2.0")	62	SQ YD	\$11.50	44	\$ 506.00
11	BITUMINOUS MATERIAL FOR TACK COAT	4,484	GALLON	\$2.00	2,750	\$ 5,500.00
12	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	5,673	TON	\$47.00	5,289.75	\$ 248,618.25
13	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	1,953	TON	\$47.50	2,088.84	\$ 99,219.90
14	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B) 1.5" THICK	228	SQ YD	\$31.00	49	\$ 1,519.00
15	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B) 2" THICK	178	SQ YD	\$31.00	101	\$ 3,131.00
16	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B) 2.5" THICK	182	SQ YD	\$31.00	367	\$ 11,377.00
17	TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING	29	TON	\$130.00	98	\$ 12,740.00
18	ROUT AND SEAL CRACKS IN CONCRETE CURB	34	EACH	\$35.00	75	\$ 2,625.00
19	CASTING ASSEMBLY	3	EACH	\$700.00	3	\$ 2,100.00
20	ADJUST FRAME AND RING CASTING (SPECIAL)	14	EACH	\$1,275.00	19	\$ 24,225.00
21	4" CONCRETE WALK	80	SQ FT	\$13.00	48	\$ 624.00
22	CONCRETE CURB AND GUTTER DESIGN D412	300	LIN FT	\$39.50	639	\$ 25,240.50
23	6" CONCRETE DRIVEWAY PAVEMENT	107	SQ YD	\$85.50	115	\$ 9,832.50
24	BITUMINOUS CURB	130	LIN FT	\$15.00	130	\$ 1,950.00
25	TRAFFIC CONTROL	1	LUMP SUM	\$1,800.00	1.00	\$ 1,800.00
26	FERTILIZER TYPE 3	178	POUND	\$4.25		\$ -
27	COMMON TOPSOIL BORROW	143	CU YD	\$20.00		\$ -
28	SEEDING	0.45	ACRE	\$19,500.00		\$ -
29	SEED MIXTURE 25-131	98	POUND	\$14.95		\$ -
30	HYDRAULIC MULCH MATRIX	2,178	SQ YD	\$3.60		\$ -

**Total Base Bid \$ 514,152.65**

**PAY ESTIMATE #2  
CITY OF EAST BETHEL  
2016 Street Improvement Project**

**Alternate Bid No. 1 - City Hall Parking Lot**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$3,500.00	1.00	\$ 3,500.00
2	REMOVE CURB AND GUTTER	83	LIN FT	\$10.00	49	\$ 490.00
3	COMMON EXCAVATION, EV	40	CU YD	\$25.00	40	\$ 1,000.00
4	MILL BITUMINOUS SURFACE (1.5")	318	SQ YD	\$9.00	245	\$ 2,205.00
5	BITUMINOUS MATERIAL FOR TACK COAT	412	GALLON	\$2.00	250	\$ 500.00
6	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	434	TON	\$40.00	434.15	\$ 17,366.00
7	TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING	5	TON	\$300.00	19.5	\$ 5,850.00
8	15" CS PIPE APRON	1	EACH	\$500.00	1	\$ 500.00
9	15" CP PIPE SEWER	70	LIN FT	\$35.00	70	\$ 2,450.00
10	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	1	EACH	\$900.00	1	\$ 900.00
11	CASTING ASSEMBLY	1	EACH	\$700.00	1	\$ 700.00
12	RANDOM RIPRAP CLASS II	6	CU YD	\$200.00	6	\$ 1,200.00
13	GEOTEXTILE FILTER TYPE IV	20	SQ YD	\$5.00	20	\$ 100.00
14	CONCRETE CURB AND GUTTER DESIGN B612	19	LIN FT	\$39.50	25	\$ 987.50
15	CONCRETE CURB AND GUTTER DESIGN B618	69	LIN FT	\$45.00	67	\$ 3,015.00
16	8" CONCRETE DRIVEWAY PAVEMENT	7	SQ YD	\$135.00	7	\$ 945.00
17	TRAFFIC CONTROL	1	LUMP SUM	\$500.00	1.00	\$ 500.00
18	FERTILIZER TYPE 3	64	POUND	\$1.35		\$ -
19	COMMON TOPSOIL BORROW	13	CU YD	\$50.00		\$ -
20	SEEDING	0.16	ACRE	\$1,250.00		\$ -
21	SEED MIXTURE 25-131	11	POUND	\$11.85		\$ -
22	SEED MIXTURE 33-261	4	POUND	\$93.45		\$ -
23	EROSION CONTROL BLANKETS CATEGORY 3	90	SQ YD	\$3.30		\$ -
24	HYDRAULIC MULCH MATRIX	774	SQ YD	\$1.80		\$ -
25	PAVEMENT MESSAGE PAINT - HANDICAPPED SYMBOL	3	SQ FT	\$50.00	3	\$ 150.00
26	4" SOLID LINE PAINT	2,096	LIN FT	\$0.43	1,950	\$ 838.50

**Total Alternate Bid No. 1 \$ 43,197.00**

**Alternate Bid No. 2 - Public Works Parking Lot**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$4,000.00	1.00	\$ 4,000.00
2	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	75	LIN FT	\$5.00	75	\$ 375.00
3	SALVAGE RANDOM RIPRAP	5	CU YD	\$100.00	5	\$ 500.00
4	COMMON EXCAVATION, EV	880	CU YD	\$15.00	880	\$ 13,200.00
5	AGGREGATE BASE CLASS 5	45	TON	\$30.00		\$ -
6	FULL DEPTH RECLAMATION	3,408	SQ YD	\$2.80	3,408	\$ 9,542.40
7	SALVAGE FULL DEPTH RECLAMATION	3,408	SQ YD	\$2.00	3,408	\$ 6,816.00
8	MILL BITUMINOUS SURFACE (1.5")	58	SQ YD	\$11.00	36	\$ 396.00
9	BITUMINOUS MATERIAL FOR TACK COAT	242	GALLON	\$2.00	200	\$ 400.00
10	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	481	TON	\$54.50	467.21	\$ 25,462.95
11	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	423	TON	\$57.00	441.69	\$ 25,176.33
12	15" CS PIPE APRON	1	EACH	\$500.00	1	\$ 500.00
13	15" CP PIPE SEWER	22	LIN FT	\$40.00	22	\$ 880.00
14	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	1	EACH	\$900.00	1	\$ 900.00
15	CASTING ASSEMBLY	1	EACH	\$700.00	1	\$ 700.00
16	GEOTEXTILE FILTER TYPE IV	20	SQ YD	\$5.00	20	\$ 100.00
17	INSTALL RANDOM RIPRAP	5	CU YD	\$10.00	5	\$ 50.00
18	4" CONCRETE WALK	1,627	SQ FT	\$7.00	1,490	\$ 10,430.00

**PAY ESTIMATE #2  
CITY OF EAST BETHEL  
2016 Street Improvement Project**

**Alternate Bid No. 2 (Continued)**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
19	CONCRETE CURB AND GUTTER DESIGN B612	741	LIN FT	\$19.25	740	\$ 14,245.00
20	TRAFFIC CONTROL	1	LUMP SUM	\$500.00	1	\$ 500.00
21	FERTILIZER TYPE 3	100	POUND	\$1.35		\$ -
22	COMMON TOPSOIL BORROW	80	CU YD	\$25.00		\$ -
23	SEEDING	0.24	ACRE	\$1,250.00		\$ -
24	SEED MIXTURE 25-131	55	POUND	\$3.70		\$ -
25	EROSION CONTROL BLANKETS CATEGORY 3	300	SQ YD	\$2.75		\$ -
26	HYDRAULIC MULCH MATRIX	1,160	SQ YD	\$1.80		\$ -

**Total Alternate Bid No. 2 \$ 114,173.68**

Total Base Bid	<b>\$ 514,152.65</b>
Total Alternate Bid No. 1	<b>\$ 43,197.00</b>
Total Alternate Bid No. 2	<b>\$ 114,173.68</b>
Total Work Completed to Date	<b>\$ 671,523.33</b>
Less 5% Retainage	<b>\$ 33,576.17</b>
Less Pay Estimate #1	<b>\$ 77,161.85</b>
<b>WE RECOMMEND PAYMENT OF:</b>	<b>\$ 560,785.31</b>

**APPROVALS:**

**CONTRACTOR: KNIFE RIVER CORPORATION - NORTH CENTRAL**

Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ENGINEER: HAKANSON ANDERSON**

Certification by Engineer: We recommend payment for work and quantities as shown.

Signed: \_\_\_\_\_

Title: City Engineer Date: \_\_\_\_\_

**OWNER: CITY OF EAST BETHEL**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

---

Dated: July 20, 2016

Property Owner/Applicant: Carol and Jeff Hintz

Parcel Location: 23257 Durant St NE  
East Bethel, MN 55005

Parcel Number: 36-34-23-32-0009

Present Zoning District: RR - Rural Residential

Acres: 1.15 acres

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IUP REQUEST: approval of a Private Kennel for 3 dogs at 23257 Durant St NE, East Bethel, MN 55005.

CITY COUNCIL ACTION

The City Council considered the renewal at its meeting on November 16<sup>th</sup>, 2016 and approved the IUP renewal with conditions.

DECISION

The City Council hereby grants the IUP for a Private Kennel located at 23257 Durant St NE, East Bethel, MN 55005, PIN 03-33-23-31-0004 subject to the following conditions:

CONDITIONS AND REQUIREMENTS

1. The private kennel shall meet the specific Private Kennel standards set forth in the City Code Chapter 10. Article 2. Division 2. Section 10-55: Conditions for issuance of a private kennel license.
  - a. Housing enclosures shall be located as not to create a nuisance and shall not encroach upon any setback area.
  - b. Dogs shall be confined to their own property by a provable means.
  - c. Housing and shelter must be provided which will keep animals comfortable and protected from the elements.
  - d. Accumulations of feces shall be located at least 200 feet from any well.

- e. All accumulations of feces shall be removed at such periods as will ensure that no leaching or objectionable odors exist, and the premises shall not be allowed to become unsightly.
        - f. All dogs shall have access to indoor housing from the hours of 10:00 p.m. to 6:00 a.m.
        - g. The city council reserves the right to issue additional conditions on a case-by-case basis in order to maintain the public repose.
        - h. Kennels shall be considered an accessory structure for setback purposes.
2. An Interim Use Permit Agreement/Private Kennel License must be signed and executed by the applicants and the City.
3. Permit shall expire when:
  - a. The property is sold,
  - b. The IUP expires, or
  - c. Non-compliance of IUP conditions
4. Property owner shall have thirty (30) days to remove dogs upon expiration or termination of the IUP/Private Kennel License.
5. Property will be inspected and evaluated annually by city staff.
6. Violation of conditions and City Codes shall result in the revocation of the IUP.
7. The IUP shall be for a term of three (3) years, expiring July 6<sup>th</sup>, 2019, at which time, the applicant will be required to re-apply for an IUP.
8. All conditions must be met no later than September 1<sup>st</sup>, 2016. Failure to execute the IUP Agreement will result in the null and void of the IUP.





### Parcel Information

1 in = 94 ft

PIN: 363423320009  
 Acres: 1.03235182  
 Owner Name: HINTZ JEFFREY T & CAROLA  
 Address1: 23257 DURANT ST NE  
 Address 2: EAST BETHEL, MN 55011

Site Address1 : 23257 DURANT ST NE  
 Site Address 2: EAT BETHEL, MN 55011-9523  
 Zoning: RR  
 Shoreland: null  
 Legal: UNPLATTED VILLAGE OF EAST BETHEL  
 THE N 225 FT OF THE S 2362 FT OF THE W 223  
 FT OF THE W1/2 OF SW1/4 OF SEC 36-34-23 IN ANOKA COUNTY, MN AS MEAS ALONG THE W & S



Packet Page 142

November 8, 2016



# City of East Bethel City Council Meeting Agenda Information

\*\*\*\*\*

**Date:**

November 16, 2016

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 B.1

\*\*\*\*\*

**Agenda Item:**

MnCAR Expo

\*\*\*\*\*

**Requested Action:**

Information Only

\*\*\*\*\*

**Background:**

On Wednesday, November 9, 2016, Mayor Steve Voss, Dan Butler, City EDA President, and Colleen Winter attended the MnCAR Expo (Minnesota Commercial Association of Realtors) in Minneapolis. This event is designed as a means for commercial realtors to connect with banks, developers and local governmental development departments. The City had a display booth at this event to provide promotional materials and to answer questions relating to development opportunities in East Bethel.

There were approximately 600 attendees at the event and of this number over 150 visited the East Bethel booth.

Attendance at these events is a part of the City's economic development marketing strategy. Contacts with commercial realtors are one of the ways the City maintains connection and interaction with those groups who are actively looking for development projects in East Bethel.

Participation at these types of events enables the City to present economic and demographic data and site availability directly to realtors, developers and financial institutions and address their questions regarding, expansion and location potentials in the City.

**Attachments:**

\*\*\*\*\*

**Fiscal Impact:**

\*\*\*\*\*

**Recommendation(s):**

No action required at this time

\*\*\*\*\*



# City of East Bethel City Council Meeting Agenda Information

\*\*\*\*\*

**Date:** November 16, 2016

\*\*\*\*\*

**Agenda Item Number:** Item 8.0 A.1

\*\*\*\*\*

**Agenda Item:** IUP Renewal, Loading Dock Specialists, 22050 Quincy St NE

\*\*\*\*\*

**Requested Action:** Consider the renewal of an IUP or other actions for Loading Dock Specialists

\*\*\*\*\*

**Background Information:**

Mr. Erryn Magnusen owns and operates Loading Dock Specialists at 22050 Quincy St NE, East Bethel, MN. The address is zoned Rural Residential and all surrounding properties are of the same designation with the exception of one which is zoned Public/Institutional.

Mr. Magnusen had been operating his business for a number of years from this location. Based upon complaints received by the City, Mr. Magnussen was notified that he was required to have an IUP for a Home Occupation per the City’s Zoning Ordinance (Appendix A, Zoning, Section 4– 9, Section 10-19 and Section 42-5). Mr. Magnussen applied for the IUP, which was approved for recommendation on a 4-3 vote by the Planning Commission on October 27, 2015

The City Council granted one-year Interim Use Permit for a Home Occupation to Mr. Magnussen on November 18, 2015. This IUP expires on December 1, 2016.

Since the issuance of the Interim Use Permit, Mr. Magnussen has had compliance issues with the conditions of his IUP. The conditions of the permit are outlined in Attachment 3.

Mr. Magnusen’s employees park their vehicles at this address but they do not appear to work at the site. In addition to the employee and personal use parking, there is a flatbed, bucket and panel truck that is parked and stored on the property. Previously there was a dumpster and scissor lift on the property, but as of the October 13, 2016 inspection, these were not on the site.

The property was inspected in February and March of 2016 and the number of vehicles on site exceeded those permitted (See photos in Attachment 2). An inspection in August 2016 found that the number of vehicles on the site exceeded those allowed per City Code and the IUP. Mr. Magnussen was in compliance with the parking requirements of the IUP on October 13<sup>th</sup>. On November 9, 2016 City Staff inspected the site and observed 8 vehicles, including the flatbed, bucket and panel truck along with a contractor van.

Mr. Magnussen has received notices from the City regarding violation of conditions of his IUP and City Staff has met with Mr. Magnussen regarding these issues.

The violations of the IUP are:

- A continuing pattern of parking more than five vehicles on the property
- Employment of more than 3 people at the address
- Outdoor storage of equipment
- Generation of traffic over that normally associated with a single family residence
- Detriments to the residential character of the neighborhood as a result of the business

\*\*\*\*\*

**Attachments:**

- Attachment 1 – Location Map
- Attachment 2 - Site Photo's
- Attachment 3 – IUP Conditions and November 17, 2015 Staff Report
- Attachment 4 – Notices of Violation
- Attachment 5 – November 18, 2015 CC Minutes

\*\*\*\*\*

**Fiscal Impact:**

To be determined

\*\*\*\*\*

**Recommendation(s):**

Staff is seeking direction from City Council as to the renewal of the Interim Use Permit for Mr. Erryn Magnussen, dba Loading Dock Specialists.

\*\*\*\*\*

**City Council Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_



### Parcel Information

PIN: 073323120002  
Acres: 2.52

Owner Name: MAGNUSEN ERRYN  
Address 1: 22050 QUINCY ST NE  
Address 2: EAST BETHEL, MN 55011

Site Address 1: 22050 QUINCY ST NE  
Site Address 2: EAT BETHEL, MN 55011-9523  
Zoning: RR  
Shoreland: null

Legal: CEDAR TRAILS LOT 1 BLK 1  
CEDAR TRAILS(SUBJ TO ACCESS BY  
ANOKA CNTY)

1 in = 94 ft



November 8, 2016

8.0 A.1, Attachment #2



8.0 A.1, Attachment #2



8.0 A.1, Attachment #2





# City of East Bethel City Council Agenda Information

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**Date:**

November 17, 2015

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 A.1

\*\*\*\*\*

**Agenda Item:**

Interim Use Permit Application for Erryn Magnusen, (dba Loading Dock Specialists) at 22050 Quincy St NE, East Bethel, MN, PIN: 07-33-23-12-0002

\*\*\*\*\*

**Requested Action:**

Consider an Interim use permit to Erryn Magnusen to operate his business out of a Detached Accessory Structure.

\*\*\*\*\*

**Background Information:**

At the October 27, 2015 Planning Commission meeting, the Commission reviewed an Interim Use Permit Application for Mr. Erryn Magnusen at 22050 Quincy Street, dba/ Loading Dock Specialists. Mr. Magnusen’s property is zoned Rural Residential. One resident was present to object to the IUP.

Mr. Magnusen, DBA/Loading Dock Specialists (LDS) has been in business for over twenty years and has reported he has 3 full time employees and 1 part time/seasonal employee. LDS installs dock equipment for truck terminals throughout Minnesota and a 5 state area. All of the installation and service work takes place on the construction site and most of the equipment is sent directly to the work site, with the exception of electronic controls and miscellaneous installation hardware.

Mr. Magnusen’s employees park on the property (see attached photos) and pick up their work trucks and parts in the morning and leave 22050 Quincy Street for the job site around 7:30 AM. They return in the afternoon to pick up their vehicles, usually between 2-4:30 PM Monday-Friday. In addition to the employee parking, there is a roll off dumpster and up to 3 company vehicles that are permanently quartered on the property.

Staff inspected this property based on a complaint from a resident and notified Mr. Magnusen that he was required to have an IUP for a Home Occupation based on the general development guidelines for the Rural Residential Zone. Staff inspected the property on October 27, November 10, and 12, 2015 and noted that there were 12, 12 and 13 vehicles respectively on the property on those dates.

The Planning Commission considered Mr. Magnusen’s IUP Application and after a lengthy discussion passed a recommendation for approval of the IUP with conditions for one year. The following motion was made and approved by the Planning Commission:

**Mr. Plaisance made a motion to recommend approval to the City Council of the Interim Use Permit for a one year term with the stated conditions for Erryn Magnusen/ dba as Loading Dock Specialist at 22050 Quincy St NE, East Bethel MN 55011, PIN 07-33-23-12-0002, plus additional conditions to place a fence enclosure around the waste disposal container or have it removed, to remove from visibility the equipment that has been stored there without a building a fence around the entire property. Ms. Allenspach seconded the motion.**

**By a show of hands, 4 in favor and 3 against (Bonin, Cornicelli, Holmes); motion carried.**

\*\*\*\*\*

**Attachments:**

Attachment 1- October 27, 2015 Draft Planning Commission Meetings

Attachment 2- Location Map

Attachment 3- Aerial Property Photo

Attachment 4- Current Property Photos (November 12, 2015)

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**Recommendation(s):**

The Planning Commission recommends City Council consider approval of the IUP for Erryn Magnusen/ dba as Loading Dock Specialists at 22050 Quincy St NE, East Bethel MN 55011, PIN 07-33-23-12-0002, subject to the following conditions:

1. No more than three persons, at least one of whom shall reside within the principal dwelling, shall work at the home occupation site.
2. No traffic shall be generated by any home occupation in a significantly greater volume than would normally be expected from a single-family residence.
3. Any sign associated with the home occupation shall be in compliance with the East Bethel Sign Ordinance.
4. The home occupation shall not generate hazardous waste unless a plan for off-site disposal of the waste is approved. Documentation from MPCA or Anoka County Environmental Services regarding hazardous waste generation is required.
5. A home occupation at a dwelling with an on-site sewage treatment system shall only generate normal domestic household waste unless a plan for off-site disposal of the waste is approved.
6. The home occupation shall not constitute, create, or increase a nuisance to the criteria and standards established in this ordinance.
7. There shall be no outdoor display or storage of goods, equipment, or materials for the home occupation.
8. Parking needs generated by the home occupation shall be provided on-site.
9. The area set aside for the home occupation in the principal structure shall not exceed 50 percent of the gross living area of the principal structure.
10. No structural alterations or enlargements shall be made for the sole purpose of conducting the home occupation.
11. There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, or any other nuisance resulting from the home occupation.
12. The area set aside for the home occupation in the attached or detached accessory structures or garages shall not exceed total accessory structure space.

- 13. Applicant is required to follow all local building and fire codes.
- 14. *A fenced privacy enclosure must be placed around any waste containers or containers must be removed from the property.*
- 15. *Company vehicles and equipment must be store, when not in use, in a manner that shields visibility from streets, roads and adjoining property.*
- 16. *No privacy fencing will be permitted around the property that fronts Quincy Street or 221<sup>st</sup> Avenue*
- 17. *The IUP is recommended for one year period. The IUP must be signed by the applicant by November 30, 2015 to be valid.*

*Note: Conditions in red/italics are those recommended by the Planning Commission. Conditions in blue/italics are additional Staff recommendations.*

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**City Council Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

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Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

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

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Dated: November 30, 2015

Property Owner: Erryn Magnusen  
22050 Quincy St NE  
East Bethel, MN 55011

Applicant: Erryn Magnusen

Parcel Location: Cedar Trails Lot 1 Block 1 Cedar Trails (Subject to Access  
by Anoka County)

Parcel Number: 07-33-23-12-0002

Present Zoning District: Rural Residential

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IUP REQUEST: approval of a home occupation to operate a business called LOADING DOCK SPECIALISTS by ERRYN MAGNUSEN at 22050 QUINCY ST NE, EAST BETHEL, MN 55011.

PLANNING COMMISSION ACTION

A public hearing was held on October 27<sup>th</sup>, 2015 at which all interested parties had the opportunity to be heard. Planning Commission recommended approval of the IUP request.

CITY COUNCIL ACTION

The City Council considered the matter at its meeting on November 18<sup>th</sup>, 2015 and approved the IUP request with conditions.

DECISION

The City Council hereby grants the IUP for a home-based business called LOADING DOCK SPECIALISTS by ERRYN MAGNUSEN located at 22050 QUINCY ST NE, EAST BETHEL, MN 55011, Cedar Trails Lot 1 Block 1 Cedar Trails (Subject to Access by Anoka County), 07-33-23-12-0002 subject to the following conditions:

CONDITIONS AND REQUIREMENTS

1. Home Occupation shall meet the specific home occupation standards set forth in the City Code Appendix A Section 10-18:
  - a. No more than three (3) persons, at least one (1) of whom shall reside within the principal dwelling, shall be employed by the Home Occupation.
  - b. No traffic shall be generated by any home occupation in a significantly greater volume than would normally be expected from a single-family residence.
  - c. Any sign associated with the home occupation shall be in compliance with the East Bethel City Code, Chapter 54. Signs. Home occupation signage must be no larger than two (2) square feet (City Code Chapter 54-4.3).
  - d. The home occupation shall not generate hazardous waste unless a plan for off-site disposal of the waste is approved.
  - e. A home occupation at a dwelling with an on-site sewage treatment system shall only generate normal domestic household waste unless a plan for off-site disposal of the waste is approved.
  - f. The home occupation shall not constitute, create, or increase a nuisance to the criteria and standards established in this ordinance.
  - g. There shall be no outdoor display or storage of goods, equipment, or materials for the home occupation.
  - h. Parking needs generated by the home occupation shall be provided on-site.
  - i. The area set aside for the home occupation in the principal structure shall not exceed 50 percent of the gross living area of the principal structure and the area set aside for the home occupation in the attached or detached accessory structures or garages shall not exceed total accessory structure space.
  - j. No structural alterations or enlargements shall be made for the sole purpose of conducting the home occupation.
  - k. There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, or any other nuisance resulting from the home occupation.
2. The area set aside for the home occupation in the attached or detached accessory structures or garages shall not exceed total accessory structure space.
3. Applicant is required to follow all local building and fire codes.
4. A fenced privacy enclosure must be placed around any waste containers or containers must be removed from the property.
5. Company vehicles and equipment must be store, when not in use, in a manner that shields visibility from streets, roads and adjoining property.
6. No privacy fencing will be permitted around the property that fronts Quincy Street or 221st Avenue
7. Home will not be used as a point of retail on site sales.
8. Violation of conditions and City Codes shall result in the revocation of the IUP.
9. The IUP shall be for a term of one (1) year, expiring December 1<sup>st</sup>, 2016, at which time, the applicant will be required to re-apply for an IUP.
10. All conditions must be met no later than December 31. An IUP Agreement shall be signed and executed no later than November 30, 2015. Failure to execute the IUP Agreement will result in the null and void of the IUP.





August 9, 2016

FIRST NOTICE

ERRYN MAGNUSEN  
22050 QUINCY ST NE  
EAST BETHEL, MN 55011

Dear ERRYN MAGNUSEN:

The City of East Bethel has adopted certain City Codes in an effort to keep our City clean and to maintain good relations between neighbors. The following issue(s) covered by City Code has recently been noted at the address above. Your cooperation in taking care of the issue(s) would be appreciated: **It has been noted that some of the conditions in your Interim Use Permit (IUP) are not being met. Please see attached IUP for the highlighted conditions which the city is requesting that you meet. Please note that the IUP expires on December 1<sup>st</sup>, 2016.**

**Home Occupation:** Appendix A, Section 41, 42, 43, and 45, (5A)

Home occupations need an interim use permit in AG, RR, R1, and R2 zoning. Home occupations need to abide by the conditions set forth in their IUP or their IUP will become null and void.

This is a summary of the City Ordinance regarding this matter, to see the full ordinance please visit our website and go to City Code.

The next inspection in your neighborhood will be conducted on or about **9/09/2016**. Please do your best to resolve this issue prior to the next inspection. If this issue is not resolved in a timely manner than this case will be forwarded to the City Attorney's office where citations will be issued until the issue is resolved.

Doing your part to keep the City of East Bethel a great place to live will be appreciated. If you have questions, please contact me at (763) 367-7844.

Sincerely,

Colleen J. Winter  
Community Development Director



November 8, 2016

FINAL NOTICE

ERRYN MAGNUSEN  
22050 QUINCY ST NE  
EAST BETHEL, MN 55011

Dear ERRYN MAGNUSEN:

The City of East Bethel has adopted certain City Codes in an effort to keep our City clean and to maintain good relations between neighbors. The following issue(s) covered by City Code has recently been noted at the address above. Your cooperation in taking care of the issue(s) would be appreciated: **It has been noted that some of the conditions in your Interim Use Permit (IUP) are not being met. Please see attached IUP for the highlighted conditions which the city is requesting that you meet. Please note that the IUP expires on December 1<sup>st</sup>, 2016.**

**Home Occupation:** Appendix A, Section 41, 42, 43, and 45, (5A)

Home occupations need an interim use permit in AG, RR, R1, and R2 zoning. Home occupations need to abide by the conditions set forth in their IUP or their IUP will become null and void.

This is a summary of the City Ordinance regarding this matter, to see the full ordinance please visit our website and go to City Code.

The next inspection in your neighborhood will be conducted on or about **12/01/2016**. Please do your best to resolve this issue prior to the next inspection. If this issue is not resolved in a timely manner than this case will be forwarded to the City Attorney's office where citations will be issued until the issue is resolved.

Doing your part to keep the City of East Bethel a great place to live will be appreciated. If you have questions, please contact me at (763) 367-7844.

Sincerely,

Colleen J. Winter  
Community Development Director

6.0  
Consent  
Agenda

~~Payment for this project will be financed from the Municipal State Aid Construction Fund. Funds are available and appropriate for this project. A copy of Pay Estimate #3 is attached.~~

~~Item F            Pay Estimate #2 for the 2015 Street Overlay Projects~~

~~This item includes Pay Estimate #2 to Peterson Companies for the 2015 Street Overlay Projects. This pay estimate includes payment for mobilization and bituminous milling and paving. Staff recommends partial payment of \$190,727.32. A summary of the recommended payment is as follows:~~

<del>Total Work Completed to Date</del>	<del>\$ 210,052.90</del>
<del>Less 5% Retainage</del>	<del>\$ 10,502.65</del>
<del>Less Previous Payment</del>	<del>\$ 8,822.93</del>
<del>Total payment</del>	<del>\$ 190,727.32</del>

~~Payment for this project will be financed from the Street Capital Fund. Funds are available and appropriate for this project. A copy of Pay Estimate #2 is attached.~~

~~Item G            Supplemental Payment Summary~~

~~**Ronning stated move to approve the Consent Agenda as written and amended to include Item G. Mundle stated I'll second. Voss stated any discussion? All in favor say aye?" All in favor. Voss stated any opposed? That motion passes. Motion passes unanimously.**~~

7.0  
New Business

~~Commission Association and Task Force Reports~~

7.0A  
Planning  
Commission  
7.0A.1

Davis presented the staff report, indicating the Council is being asked to consider an Interim use permit to Erryn Magnusen doing business as Loading Dock Specialists at 22050 Quincy Street NE, East Bethel, Minnesota, Property PIN #07-33-23-12-0002.

IUP  
22050 Quincy  
Street

At the October 27, 2015 Planning Commission meeting, the Commission reviewed an Interim Use Permit Application for Mr. Erryn Magnusen at 22050 Quincy Street. Mr. Magnusen's property is zoned Rural Residential. One resident was present to object to the IUP.

Mr. Magnusen has been in business for over 20 years and has reported he has three full-time employees and one part-time seasonal employee. LDS installs dock equipment for truck terminals throughout Minnesota and a five State area. All of the installation and service work takes place on the construction site and most of the equipment is sent directly to the work site, with the exception of electronic controls and miscellaneous installation hardware.

Mr. Magnusen's employees park on the property and pick up their work trucks and parts in the morning and leave 22050 Quincy Street for the job site around 7:30 a.m. They return in the afternoon to pick up their vehicles, usually between 2-4:30 p.m. Monday-Friday. In addition to the employee parking, there is a roll off dumpster and up to three company vehicles that are permanently quartered on the property.

7.0A.1

Staff inspected this property based on a complaint from a resident and notified Mr. Magnusen that he was required to have an IUP for a Home Occupation based on the

IUP  
22050 Quincy  
Street

General Development Guidelines for the Rural Residential Zone. Staff inspected the property on October 27, November 10 and 12, 2015, and noted that there were 12, 12, and 13 vehicles respectively on the property on those dates.

The Planning Commission considered Mr. Magnusen's IUP application and after a lengthy discussion passed a recommendation for approval of the IUP with conditions for one year.

The Planning Commission recommends City Council consider approval of the IUP for Erryn Magnusen/ dba as Loading Dock Specialists at 22050 Quincy Street NE, East Bethel Minnesota, subject to the following standard conditions contained in City Code under Zoning General Development Regulations, Home Occupations, as listed in your packet along with four additional conditions. The additional conditions being that:

1. A fenced privacy enclosure must be placed around any waste containers or containers must be removed from the property.
2. Company vehicles and equipment must be stored, when not in use, in a manner that shields visibility from streets, roads, and adjoining property.
3. No privacy fencing will be permitted around the property that fronts Quincy Street or 221<sup>st</sup> Avenue.
4. The IUP is recommended for a period of one year and must be signed by the applicant by November 30, 2015 to be valid, should this item be approved.

Voss asked do we want to first consider a motion? Ronning stated yeah. **Mundle stated I'll make a motion to approve the IUP for Loading Dock Specialists with the Conditions 1 through 17 as set forth by the City. Koller stated I'll second.**

Voss stated discussion? Mundle stated Condition 16, I was wondering why no privacy fencing that fronts Quincy or 221<sup>st</sup>. Davis stated it was the Planning Commission's feeling that this would essentially separate this lot as a commercial lot because it would be fencing the entire lot and they felt that this was not a condition that was really applicable to a home occupation.

Mundle stated so just curious, how would that differ than just a resident electing to put up privacy fencing around their property? Davis stated in their case, as I understand it, the discussion of privacy fencing was fencing that was similar to the fencing that PVS Auto's employed up here, blocks any view. It wasn't anything of a nature that did permit vision into the property.

Ronning stated I went past there and there's, correct me where I'm wrong, there's a opening at the driveway and otherwise there's practically a privacy tree growth that's lined with trees. You don't really see in there anyhow except for their driveway. Is that correct? Harrington stated that's correct.

Bruce Roles, 21853 Quincy Street NE, asked Mr. Mayor, am I able to address the Council at all? Voss replied no, at least not at this time.

Ronning stated if the same rule applies, cut the trees down. That's certainly not necessary. Davis stated you can look at the submissions in your packet that have an aerial photograph of the property. The property is somewhat screened by existing trees with the exception of the driveway entrance and the southeastern corner of the property. The trees are a little thinner there and they do provide some view although it is somewhat shielded, the parking

7.0A.1

IUP  
22050 Quincy  
Street

area and the dumpster, the pole building, and the parking of a boom truck. I think what the Planning Commission was essentially referring to as far as no privacy fence on the perimeter of the property was they didn't want it to look like a storage yard. Mundle stated they didn't want it to look like a business in a residential area. Davis stated correct.

Harrington asked so what's the biggest complaint? The complaint is all the vehicles in the yard? When I was there for two times in one day there was no noise and I only saw like four vehicles besides the little boom truck they had on the side. I didn't see 12 or 13. Davis stated if you'll look, there's some photographs there taken on Thursday, November the 12<sup>th</sup>, that show 13 vehicles. The limit to the number of vehicles that can be on a lot in a Residential zone is five. Also, there may be a question of whether or not the number of employees utilized at this site exceeds what's permissible under the General Development Regulations.

Voss asked Mr. Magnusen, are you here tonight? Erryn Magnusen replied yes, I am. Voss asked could you come up? Magnusen stated sure. Voss stated and if you can state your name and address for the record. Voss asked so you've had this business for how long?

Erryn Magnusen, 22050 Quincy Street NE, stated for quite a long time. Since I've been there. I've been here since 97. Voss stated so 18 years. Okay. And obviously you didn't apply for a home occupation. Magnusen replied no. Not at that time. I had not.

Voss stated so the question I have, I think we embrace home occupations usually. The question we generally ask when new applicants came in, what's your intent for your business? Is your intent to be a one-person shop? Is your intent to grow? Magnusen stated our intent is actually pretty much to stay what we are right now.

Voss stated no, I'm asking what was your intent when you started this home business. Magnusen stated you know, that was a while ago. Voss asked you started as a one-person shop? Magnusen stated actually there was two of us. Voss stated so you've grown a bit since then. Magnusen stated yup, yup. Voss stated and business-wise, plan-wise, where do you want to be a few years from now? Magnusen stated I mean, we're doing all right, right now and we would plan on staying the same since it's me, my brother, another brother, family member. It's not like we're out in, we're not trying to grow to 20, 30 people. Not where we're at.

Voss asked when you first started the business there, you've got a pretty big footprint. Magnusen stated yup. Voss stated for the business. It's in an open area next to the pole building. Is this pole building part of your business too? Magnusen stated I do some storage there but mostly that's for my vehicles, older cars, and motorcycles, things like that.

Voss asked so when you started, was it that big? Magnusen stated yeah, the pole shed and everything, the house, we bought it just that way. Voss stated okay, the open area, the graveled area, it was gravel? Magnusen stated we've added some to it but that was all dirt and everything. There were some trees that we did cut that were dead. It's nothing that we graveled just for parking there. If you went back.

Ronning stated I'm just curious. To be there for 18 years and not have a problem until now. Is there something different you do? Did you generate smells, or? Magnusen stated no. Ronning asked dust, dirt, noise? Magnusen stated nope and actually where we're at, there's a stretch of about six houses and three people on that stretch right by us run businesses out

7.0A.1

IUP  
22050 Quincy  
Street

of their homes. And, we don't get any complaint from anybody else down the road. We just have one issue.

Voss asked so how many employees do you operate now? Magnusen stated right now there's, with the busy season and that, we've got three full-time and two seasonals now.

Voss asked so why do you have so many vehicles on the property? Magnusen stated well, because on the upper part of the property I have a van that's a personal vehicle. I also have a pick-up truck that's a personal vehicle. And, I have a little economy car that's a personal vehicle. So there's three right there. For the company there is five vehicles right now and actually one of them is waiting to be sold. So, there's seven or eight right there. I think when, I'm sorry, you don't have a name there, when you said you were at the house last week or the week prior, yeah, we did have a couple of extra vehicles there. We just purchased two new vans to get rid of the two eyesores that we had. So we've got the double vehicles while we swapped everything over. As of right now, more of the evenings when you come by there, you're going to see the three personal vehicles, probably up top, maybe my motorcycle, but the rest of it's down by the pole shed.

Voss stated every aerial photo I've looked at has a lot of vehicles. Magnusen stated yeah, and we've been cleaning them out.

Voss stated the reason why I asked about your intent and plans, one of the reasons we embrace home occupations, this is future businesses. A lot of people start and until they get big enough and grow, just like any other business, they move into a Commercial District. That's not applicable to all home businesses, obviously, but the ones where I think historically the City's had issues with over the years is construction-type businesses because that always seems to have more impact to residential neighborhoods. First and foremost, it's a residential neighborhood. So, I think as a City we try to find that balance. Kind of the way I look at it now, if you were to come in with a brand new business, to me that's how we need to look at this. But, it's still a residential neighborhood even if there are other businesses. Every neighbor's got home businesses, they really do.

Voss stated so, the question is, to me it's, is what you're doing impactful on the neighborhood? Are there other ways to be doing it? And, if your business is so outdoor intensive, like it appears to be as all the vehicles aren't parked inside that pole shed. Magnusen stated I wish I had enough room to store them all in there. Voss stated the fact of the matter is, you're asking to be a business in a residential neighborhood. So, there are some kind of higher standards.

Ronning stated look, when we went past there, across the street and along 221<sup>st</sup>, there was a house that had a number of snowmobiles and cars and trailers and stuff in the back yard. Is there a complaint about that? Magnusen stated not yet. Voss stated that's not a business. Ronning stated I know it's not a business. Voss stated and there's plenty of places like that around the City. Ronning stated he didn't say where the businesses were, but said there were six.

Magnusen stated actually since our last meeting here on the 27<sup>th</sup>, so a little over two weeks ago, we were a little unclear because they said we were going to be coming back and having this meeting tonight so we weren't sure exactly what we were supposed to be doing. So, like I said, we got rid of some of the vehicles already, that throw-away dumpster, that's already gone, so we're trying to eliminate the issues.

7.0A.1

IUP

22050 Quincy  
Street

Voss stated on those two things, and I did notice that the area is more clear than it was a month or so ago. Is the roll-off box coming back? Magnusen stated if it does, it's going to have to be behind a fence, like they said, but we're going to do what we have to do to keep moving forward.

Voss asked why do you need a roll-off box there? Magnusen stated there's times when the trucks come back and there's stuff on there that we can't get to the dump to get rid of or there's no place to put it. So it's either bring it to the dump in a little box and pay a ton of money for a full load when you really don't have one. That was the main purpose of it, actually to save money.

Voss asked and the number of vehicles? You're going to reduce? Magnusen stated yes, yup. Voss stated again, with the roll-off, to come back to the home business, not impact the neighborhood. When you see a roll-off, you know, granted people do tear off some roofs but that's temporary. In order to operate your business and need a roll-off, that's large-scale disposal on your residential property. Again, where do you draw the line between, that's what I'm getting at, is there's a lot of businesses like you that are in business to perhaps get bigger but where is that line of perhaps it's time not to have a business like this in a home but rather look at the commercial districts.

Magnusen stated that's actually part of the reason why we removed it. We weren't sure, when we were talking about a fence, if they said we could do this type of fence around it or that around it to hide it. Because, we tucked it in next to our pole shed so you pretty much have to be on the property or watching down the road to know it's there. I guess we're cleaning things up. We're trying to make things.

Ronning asked did you have any thoughts about the perimeter, you mentioned Brian? Mundle stated no, I was just curious on why, with the fencing. But, I think if the trees weren't there that there may be some issues but the trees being right there it acts as screening. Voss stated it's fortunate there are trees. Mundle agreed stating yes.

Voss stated I would definitely agree with the Planning Commission of not putting a privacy fence on the front of your yard to block the business view. That's even more impactful to the neighborhood. And, to me, if what you're doing there is so bad that it needs an eight-foot privacy fence, well, again, perhaps you shouldn't be doing that in a residential neighborhood.

Ronning asked what kind of material do you generate for this dumpster? Magnusen stated it's usually stuff that, I don't know if you've been at truck terminal before, we back in, it's old stuff that we tear off that can't be reused.

Harrington stated now after one year, he'll have to come back, have it renewed? Or, would there be an option? Voss stated that's part of the option now. Harrington stated yeah, it's one year right now. Voss stated yup. Davis stated it would have to come back in one year for review when the expiration date expires.

Harrington asked and you're okay with these conditional recommendations that the Planning Commission put in there? Magnusen replied yes.

7.0A.1

Magnusen stated and, actually, I'd like to ask if this is also an option. Six, eight years ago,

IUP  
22050 Quincy  
Street

we had a lot of trees removed on the 221<sup>st</sup> side of the property. Then we also had to remove some of them that were actually on Quincy Street. What we were thinking is that instead of putting a fence up there, is to replant some of those trees. I know we've got enough trees right now but it would be nice to grow the population back to what it was. Davis stated as long as you stay on your property and stay off City right-of-way, you can plant the trees wherever you please. Voss stated (*inaudible*) trees are not on the property. Is there any other discussion?

Bruce Roles, 21853 Quincy Street NE, stated Mr. Mayor, Councilmembers were asking questions about what the issues are. And, I could address some of those, answer some of those questions. Otherwise, I feel like the Council is asking questions and not getting answers. Voss stated well, we've reviewed the minutes of the Planning & Zoning, we've watched the Planning & Zoning. Is there anything that wasn't presented at Planning & Zoning?

Bruce Roles, 21853 Quincy Street NE, stated there's a couple issues that have come up tonight that I'd like to address. Voss asked that were not discussed at Planning & Zoning? Mr. Roles answered yes.

Ronning stated just for whatever sake, what we're talking about tonight doesn't have a whole lot to do with the, the recommendation that was written up is what we're acting on. Nothing over and above that. I'm not sure if you know what's in there.

Voss stated I'll give you a couple minutes, how's that. State your name and address.

Bruce Roles, 21853 Quincy Street NE, stated I've lived there since 1986. I saw the previous owners that owned the property. I'll talk fast. I've got a lot of things, real quick. They're right about a lot of things that they said. When they moved in though, it's continued to expand and grow. We've talked to Jack about it two, three years ago, when we first started having conversations about it because it's grown to the point it's becoming a lot more than something that I would call acceptable. It's clearly a business with industrial equipment. There's a truck stored alongside the building that I never see move. They did move the dumpster. It's not little boxes of stuff, it's great big chunks of junk in there that sticks above it when the dumpster used to be there. I'm not sure how they're going to get rid of that. I guess I don't need to worry about that.

Roles stated there are trees along the road, they addressed that correctly there. They exceed off of their property. You can actually, my truck will hit the tree branches when you drive by the property. The pine trees are maturing to the state that you can go underneath there and you can clearly see in there when you drive by. As well as there are some deciduous trees in there, right now the leaves are down so it's easier to see. So, there's more than ample view.

Roles stated it's a business that clearly tries to 'fly under the radar.' They've been there 18 years and they haven't been here to do the right thing. I don't know why we'd think they'd do something like that going forward. Their trucks are labeled with the business ID on it. They're off the job sites. You can't even recognize they're, that they're a business. This is a residential area.

7.0A.1  
IUP  
22050 Quincy  
Street

Roles stated there was a couple comments made in the minutes. One was by Mr. Magnusen. He said they moved to East Bethel. It's not like they're on a quarter acre lot with houses on top of each other. We're pretty close together there. This goes back to the days of old. Move out to East Bethel and do whatever you want. This is a legacy item from it. Mr. Terry asked what was located south. Mr. Magnusen stated people to the south own a nursery. That's correct. You have no idea that business is there. It's well back behind their house. It's behind the trees. You have no idea that business is there. This is clearly commercialized, heavy equipment. Sunday afternoon I came by there, more trucks parked there (*inaudible*) with some trailers, other equipments there. It needs to move. It's had 18 years. It needs to move. Thank you.

Voss asked other discussion? Magnusen stated first off, it's not that we're trying to 'fly under the radar' and if you want to drive by there any time you want, every one of the vehicles is logoed. So, it's not like we're hiding anything.

Ronning asked what kind of heavy equipment might be in there? Magnusen stated we have, well we have a van, we have a pick-up truck, and we've got two flatbed trailers, flatbed trucks. One's a F550 so you see a lot of those around. The other one, actually, has the big sides on it for holding tools and everything else in it. It clearly moves all the time. It's not like it's a permanent fixture. I guess it does not really matter if it moves or not. That's just one of the vehicles.

Ronning asked anything that grosses over 1 ton? Magnusen asked what's that? Ronning asked anything that grosses over 1 ton, like an F150 Dodge, what 3500. Same thing with GM, I think. Magnusen stated I'm not sure what the classifications are. I'm pretty sure the flatbeds are because they're 550. Ronning stated but the towing vehicles, there's no vehicle there that exceeds the 1-ton driveway vehicle? Magnusen stated I guess I'd have to look at our pick-up trucks to know. The pick-up is a Chevy 3500 so that's got to be a three ton or a one ton right there. Ronning stated a one ton if that's the biggest one. There can't be anything as long as that. Magnusen stated yeah, the two flatbeds are bigger. I mean, they're on a 550 chassis.

Magnusen stated but, I guess we're cleaning things up. We're doing what we're supposed to. We're having some issues and yup, we're cleaning them up and taking care of those issues. We're only hearing it from one person. Voss stated okay, thanks.

Voss stated my struggle with this is, you know, we don't want the business to be an impact on the neighborhood. It's encouraging to see that the lot's been cleaned up a bit in the last month and if it stays that way, that could be a good improvement. I don't know if I want to wait for years (*inaudible*).

Mundle stated for the entire year, this has to stay in compliance. Correct? Voss stated it should. That's the idea. Mundle stated if at any point this next year, City staff can go out and view this property and if there's violations it can be (*inaudible*) at that point. Voss stated yeah, I can see probably needing more and more, it just comes back to the Council.

Ronning asked have you considered, I thought I heard you say the fencing in the, I call it a dumpster, the roll-off? Magnusen asked have we considered it? Ronning stated yes. Magnusen stated yes, that was part of what the last meeting and we agreed to do. Ronning asked are you considering closing off, not the perimeter, but around the buildings somewhat? Magnusen stated not up tight to the building but up somewhat where it's less

7.0A.1

IUP  
22050 Quincy  
Street

noticeable. That actually came up at a meeting and that's what we thought we were here to discuss tonight, what you wanted us to do. We were always thinking that right at the front of where our pole shed is sitting right now, because that's where the dumpster had been sitting, and we park the vehicles there in the evening, that if we were able to put up some sort of fencing or something that would comply with the City there to cover up everything there but still look like it's by the country.

Ronning asked with an Interim Permit, that is a 365-day document. It's not to be changed during that 365 days, is that correct? Davis stated that's correct. The way this is presented and recommended by the Planning Commission, it would be effective for a year. At that time that it would expire, that would have to be renewed. But, during that period of year, these conditions would still apply.

Ronning stated and that gives him, he's not bound by any time limit/time constraints. It gives you a year effectively, to make some of the changes. Davis replied correct. Voss stated that's my point. Why do we have a year on this? Ronning stated that's what the recommendation is. Voss stated it's what the motion is. Ronning agreed and stated it's what the motion is too.

Magnusen stated the thing is, yeah, you're right there with the motion, but like you said, we want to continue working there. So, we're not going to wait a year to do the improvements. We've already been working on it. If you want a fence up there, we're not going to wait until 300 days and do it then. Ronning stated no, I'm not saying you're going to be a last minute guy or something because you're already taking actions. It's just that I also don't think you should feel that you're bound by 20, 30 days, or something. Just reasonable.

Voss asked any other discussion? Hearing none, all in favor of the motion say aye?" **Harrington, Koller, Mundle, and Ronning-Aye; Voss-Nay. That motion passes. Motion passes.**

~~7.0B  
Economic  
Development  
Authority~~

~~None.~~

~~7.0C  
Park  
Commission~~

~~None.~~

~~7.0D  
Road  
Commission~~

~~None.~~

~~8.0  
Department  
Reports~~

~~Davis presented the staff report indicating per Chapter 66, Article V of the City of East Bethel Code of Ordinances, Ms. Karen Elwood is requesting an Administrative Subdivision for the purpose of adding 0.4 acres to her existing property, 22330 Highway 65.~~

~~8.0A  
Community  
Development~~

~~Acquisition of this acreage would allow her to secure an existing turn around that is at the end, but not part of, a dedicated easement driveway to her property. Currently, Ms. Elwood has easement to the driveway but not the turn around.~~

~~8.0A.1~~

~~Richard Gourley, 22350 Highway 65 NE, owns the property on which the turn around is located. The property owner is agreeable to the sale and the separation of 0.4 of acre from his 22350 Highway 65 lot. The subtraction from one lot and the addition to 22330 Highway 65 lot meets the requirements of an Administrative Subdivision and the City's Zoning~~



# City of East Bethel City Council Meeting Agenda Information

\*\*\*\*\*

**Date:** November 16, 2016

\*\*\*\*\*

**Agenda Item Number:** Item 8.0 C.1

\*\*\*\*\*

**Agenda Item:** eCharging

\*\*\*\*\*

**Requested Action:** Consider approval of attached Resolution 2016-57, A Resolution Approving State of Minnesota Joint Powers Agreements with the City of East Bethel on Behalf of Its City Attorney and Law Enforcement Department.

\*\*\*\*\*

**Background Information:**

The Bureau of Criminal Apprehension (BCA) has developed an electronic charging, or eCharging, service to facilitate the movement of information between individual data systems in law enforcement, prosecution, courts and the state.

“The criminal charging process involves a variety of records management systems which require duplicate data entry as information is amended or updated. These systems are usually not designed to pass information and documents to other systems and no system can pass authorizations and approvals such as an electronic signature.

This leads to a lot of unnecessary travel, paper, legwork and duplicate data entry, with a resulting lost efficiency, data accuracy and data links that waste physical and human resources. These data accuracy and data integration problems also create public safety risks as key pieces of information that are “lost” inside the system, not accessible by those who need them to make decisions about whether a subject passes a background check, or to make sentencing decisions based on the subject’s prior criminal history.

The eCharging service serves as a “broker” between individual data systems passing incident reports, complaints, citations and DWI administrative forms, including the underlying data and signatures, between law enforcement, prosecutors, state executive branch agencies and the courts. The net result should be improved public safety services due to more accurate and complete criminal justice information, streamlining how criminal complaints move through the justice system and more efficient use of human and financial resources”.

Adoption of Resolution 2016-57 will allow City Staff to review and sign any complaints generated on the City’s behalf through the City Attorney’s office. These complaints are those code violations that have been turned over to the City Attorney office. Anoka County has moved to this new system, and the City Attorney already has access to the system. Approval of Resolution 2016-57 is necessary for the City of East Bethel to participate in this system.

\*\*\*\*\*

**Attachments:**

Attachment 1 – Resolution

Attachment 2 – Fact Sheet

Attachment 3 – Comparison Sheet

\*\*\*\*\*

**Fiscal Impact:**

To be determined

\*\*\*\*\*

**Recommendation(s):**

Staff is requesting that Council consider approval of Resolution 2016-57, A Resolution Approving State of Minnesota Joint Powers Agreements with the City of East Bethel on Behalf of Its City Attorney and Law Enforcement Department.

\*\*\*\*\*

**City Council Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action \_\_\_\_\_





# PRODUCT FACT SHEET

## MINNESOTA JUSTICE INFORMATION SERVICES

### ECHARGING SERVICE

The Bureau of Criminal Apprehension (BCA) developed an electronic charging, or eCharging, service to facilitate the movement of information between individual data systems in law enforcement, prosecution, courts and the state.

#### THE GAP

The criminal charging process involves a variety of records management systems which require duplicate data entry as information is amended or updated. These systems are usually not designed to pass information and documents to other systems and no system can pass authorizations and approvals – such as an electronic signature. They generate paper documents that are merely hand delivered and re-entered into another agency's system. In the worst situations, paper documents are transported by police officers. Similar data duplication and re-entry problems exist with DWI arrest forms.

This leads to a lot of unnecessary travel, paper, legwork and duplicate data entry, with resulting lost efficiency, data accuracy and data links that waste physical and human resources. These data accuracy and data integration problems also create public safety risks as key pieces of information that are "lost" inside the system, not accessible by those who need them to make decisions about whether a subject passes a background check, or to make sentencing decisions based on the subject's prior criminal history.

#### THE SOLUTION

The BCA created an eCharging service that serves as a "broker" between individual data systems – passing incident reports, complaints, citations and DWI administrative forms, including the underlying data and signatures, between law enforcement, prosecutors, state executive branch agencies and the courts. The net result is improved public safety due to more accurate and complete criminal justice information and more efficient use of human and financial resources.

#### ABOUT THE PRODUCT

Statewide deployment of eCharging is planned by the end of 2014. The system:

- Reduces or eliminates re-entry of criminal justice data
- Reduces or eliminates costs to transport documents between agencies and lost time for officers and court personnel
- Creates greater accuracy in incident and charging data
- Uses innovative electronic signature methods
- Allows agencies to track a document's activity as it moves through the system, sending notifications when a prosecutor, officer or judge has signed a complaint
- Integrates with each agency's records management system
- Creates a criminal complaint within the eCharging system
- Integrates with state court electronic filing services
- Eliminates need to print documents for signatures and provides the service in a secure environment, fully compliant with data practices laws and Minnesota Court Rules
- Determines appropriate DWI form set using short question list and prior offenses located using interface with state driver vehicle records system
- DWI form computes revocation and plate impound dates based on data sets
- Integrates breath test results into the DWI form set (blood and urine tests will also be sent to eCharging soon)



## Minnesota Criminal Complaint Process Comparison of Manual and eCharging Systems and Benefits

CONTACT:  
Jill Oliveira 651-793-2726

<u>Manual</u>	<u>eCharging</u>	<u>Benefits</u>
Incident Report is created	Incident Report is created	
Report physically delivered to prosecutor	Report electronically referred to prosecutor	Less transport time, time making copies, and paper
Incident data entered into prosecutor's records system	Complaint created from electronic incident data	Reduces data entry time, reduces error rates that lead to mismatches
If decision is made to <u>not</u> charge, notification of law enforcement and BCA is inconsistent	If decision is made to <u>not</u> charge, system notifies eCharging, which notifies law enforcement	Less time completing and mailing forms; more complete information to law enforcement
Prosecutor finalizes complaint in their system	Prosecutor finalizes complaint in their system	
Prosecutor signs complaint	Prosecutor electronically signs complaint	Keeps process electronic
Prosecutor staff sends phone calls/e-mails to ensure complaint is processed	Prosecutor can receive e-mail notifications of process steps, and check progress online	Greater confidence in process, reduced time tracking down lost or misfiled paper copies
Law enforcement officer comes to prosecutor's office to sign complaint	Officer receives e-mail that complaint is ready for signing online	Officer provides direct public safety services instead of traveling
Officer signs complaint	Officer electronically signs complaint	Keeps process electronic
Notary witnesses officer signature and notarizes complaint	Notary witnesses officer's electronic signature and electronically notarizes complaint	Keeps process electronic
Officer or staff calls/e-mails to ensure complaint is processed	Officer can receive e-mail notifications of process steps, or check progress online	Greater confidence in process, reduced time tracking down lost or misfiled paper copies
Officer brings complaint to Court	Court receives e-mail notification that complaint is ready for judicial signatures online	Reduces transport/waiting time carrying complaint, allowing officer to perform public safety services

Court clerk or officer waits for opportunity to inform judge that complaint is ready	Judge receives e-mail notification that complaint is ready	Reduces waiting time
Judge may have to look up statutes referenced in complaint	Text of referenced statutes is automatically displayed	Reduces review time
Judge signs complaint	Judge signs complaint electronically	Keeps process electronic
Court staff enters complaint data into court systems	Data passed automatically into court systems	Saves data entry time, reduces error rates that lead to mismatches
Court systems identify data validation errors May require re-submission of complaint	Validation performed before prosecutor signature added, making re-submissions very rare	Saves staff time
Copies of signed complaint made for law enforcement and prosecutor	Prosecutor and officer receive e-mail notification that signed electronic version is available Can be stored electronically	Reduces staff time making copies, and need for paper
<b>Overview:</b> <b>Time-intensive paper management, redundant data entry, higher error rate, less transparency of workflow, more paper, more vehicles/fuel</b>	<b>Overview:</b> <b>Instantaneous data transmission, no redundant data entry, reduced error rate, high transparency of workflow, less paper, no vehicles/fuel</b>	<b>Benefits:</b> <b>Reduced time, reduced costs, more accurate data, and improved public safety</b>



# City of East Bethel City Council Meeting Agenda Information

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**Date:**

November 16, 2016

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**Agenda Item Number:**

Item 8.0 G.1

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**Agenda Item:**

Oak Grove Building Official and Inspections Services Contract

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**Requested Action:**

Considering amending the Oak Grove Building Official and Inspections Services Contract

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**Background Information:**

On November 21, 2012 the East Bethel City Council approved a contract to provide Building Official and Inspection Services to the City of Oak Grove. At that time, the contract fee schedule was structured with Oak Grove charged 95% of their building inspections fees and 100% of the plan review fees for our services. Their previous contractor, Inspectron, Inc. billed for 65% of their fees for inspections and 100% of fees for plan reviews.

When the contract was negotiated with Oak Grove the financial goal was to ensure that we could cover our costs for providing this service. Based on our experience after the first year of this contract the fee for building inspections was decreased from 95% to 80% of the schedule for the various permits.

As part of the understanding between the City of East Bethel and the City of Oak Grove, the contract for services is open for amendment to reflect the needs of both parties. The intent of the consideration of the fee adjustment is to achieve the balance that insures that both Cities find it in their mutual interests to continue the agreement.

Oak Grove has requested that the City consider the possibility of reducing the charge for services for inspections in 2017 from 80% to 75%. Over the last three years of the contract, our current billing arrangement has more than covered our expenses. Staff has reviewed this request and feels secure in recommending lowering our charge for the inspection fees to 75%.

Based on our 2016 revenues through September for inspection fees, a reduction of the fee to 75% would have resulted in a reduction of \$7,241 in the amount we receive from Oak Grove. The total we have received from Oak Grove through September 2016 for the permit inspections at the 80% rate was \$115,861, exceeding the \$110,00 revenue projected for the entirety of 2016. Application of the 75% rate would have resulted in \$108,620 in charges to Oak Grove.

Plan review fees received from Oak Grove in 2016 are in addition to the inspection fees. These fees are not part of the proposed reduction.

The current volume of growth in permit issuance is anticipated to continue at a level that will cover our costs through the extension of the contract through 2017 with the fee reduction.

A reduction in our fees for permit inspections from 80% to 75% would provide the following:

- Provide sufficient funds necessary to cover our costs for the services;
- Provide additional funds to Oak Grove to cover their administrative costs for their duties in permit issuance and tracking; and,
- Serve to further strengthen the East Bethel/Oak Grove relationship as we move forward with this arrangements or other future joint agreements.

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**Attachments:**

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**Fiscal Impact:**

As discussed above

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**Recommendation(s):**

Staff recommends that the amount billed to the City of Oak Grove for inspections services be reduced from 80% to 75% of their permit fees effective January 1, 2017.

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**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

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Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:\_\_\_\_\_



# City of East Bethel City Council Meeting Agenda Information

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**Date:** November 16, 2016

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**Agenda Item Number:** Item 9.0 A.1

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**Agenda Item:** Staff Report

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**Requested Action:** Informational Only

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**Background Information:**

**I. Election Report**

There were 5,447 ballots cast at the polls in the City of East Bethel in the 2016 General Election. As of November 4, 2016, there were 6,876 registered voters in the City. There were 792 new voter registrations on Election Day bringing the total of registered voters for the election to 7,668.

604 absentee ballots were received by the City and 324 absentee ballots from East Bethel voters were mailed to the County prior to November 8<sup>th</sup> bringing the total number these ballots to 928. Total persons voting was 6,375 and the voter participation rate was 83%. Absentee ballots represented 12% of the votes cast.

**II. 2017 City Commission Positions**

The City has six Commissions/Organizations that serve in advisory capacity to the City Council. These Commissions/Organizations review issues and develop recommendations for the Council that deal with land use, various permits, City Ordinances, transportation and street improvements, park development and water quality concerns.

These positions are voluntary and are by appointment of City Council. For those desiring to serve on either the Economic Development Authority, Parks Commission, Planning Commission, Roads Commission or the Upper Rum River Watershed Management Organization, all that's needed to apply is the submission of a personal resume including a statement of reasons for seeking the position.

Council will consider and approve appointments in January. We are now taking applications for any vacancies that may occur on the Commissions. If you decide to submit an application, send or drop off your information to Karen White at the East Bethel City Hall. Please submit applications by December 23, 2016.

**III. Sandhill Crane Natural Area**

The City has been in contact with State Representative Elect Calvin Bahr to inform him of ongoing negotiations with the DNR to have the School Trust Land Designation transferred from the Sandhill Crane Natural Area to other DNR forest lands. A meeting with the DNR is scheduled for December 8, 2016 to update the City and County on the progress of the transfer and Mr. Bahr will become involved with this issue beginning in January 2017.

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**Fiscal Impact:**

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**Recommendation(s):**

Information Only

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