

**City of East Bethel  
City Council Agenda  
City Council Regular Meeting  
Date: August 26, 2024 at 7:00 p.m.**



The regular City Council meeting may be monitored live via the following means:  
Cable Channel 10, MidcoTV Channel 77, or the City of East Bethel YouTube channel  
([www.youtube.com/channel/UC8\\_7ShcME-XG14pN5JrmBGg/live](http://www.youtube.com/channel/UC8_7ShcME-XG14pN5JrmBGg/live))

**7:00 PM**

**1.0 Call to Order**

**2.0 Pledge of Allegiance**

**3.0 Adopt Agenda**

**4.0 Presentations and Public Hearings**

- A. ACSO Monthly Report (p. 3-9)
- B. Fire Department Monthly Report (p. 10-14)
- C. Res. 2024-53, Resolution in Support of Post-Election Review (p. 15-16)

**5.0 Public Forum**

**6.0 Consent Agenda (p. 17)**

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

- A. Approve Bill List (p. 18-21)
- B. Minutes: August 12, 2024 City Council work meeting (p. 22-25)
- C. Minutes: August 12, 2024 City Council meeting (p. 26-36)
- D. Upper Rum River Watershed Management Organization Joint Power Agreement (p. 37-56)
- E. Res. 2024-52, Amending the filing date for Res. 2024-18 and approving Administrative Subdivision, 737 Sims Road NE (p. 57-63)
- F. Res. 2024-55, Domestic Violence Awareness Month (p. 64)
- G. Res. 2024-56, Proclaiming Constitution Week for 2024 (p. 65)

**7.0 New Business - Commission, Association and Task Force Reports**

- A. Planning Commission
  - 1. CUP: Exterior Storage, 21125 Hwy 65 / BoatWorld (p. 66-84)
- B. Economic Development Authority (None)
- C. Park Commission (None)

**8.0 Department Reports**

- A. Community Development (None)
- B. Engineer (None)
- C. City Attorney (None)
- D. Finance (None)
- E. Public Works (None)
- F. Fire Department (None)
- G. City Administrator

**9.0 Other**

- A. Staff Report
- B. Council Reports

**10.0 Adjourn**

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



**Date:** August 26, 2024

**Agenda Item Number:** 4.0 A

**Agenda Item:** Sheriff's Department Report

**Background Information:**

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

**Attachment(s):**

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

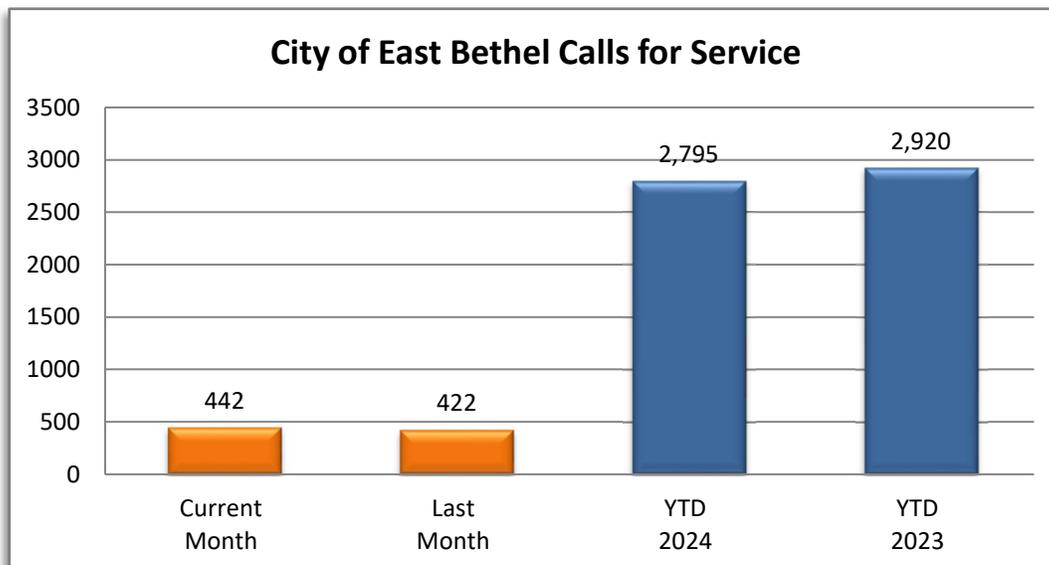
**Fiscal Impact:**

**Recommendation(s):** No Action Required

**PATROL DIVISION**

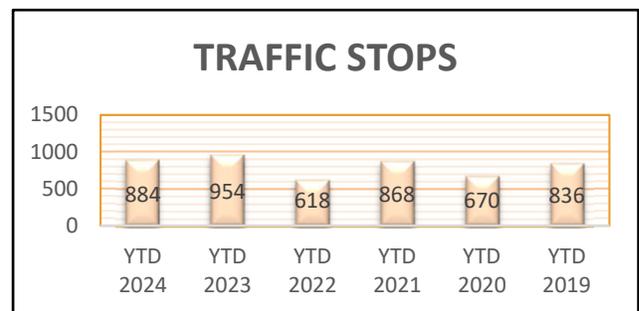
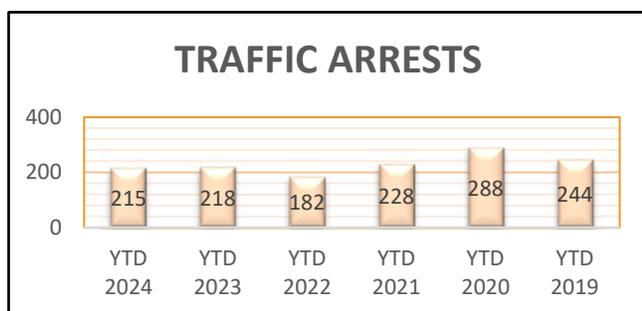
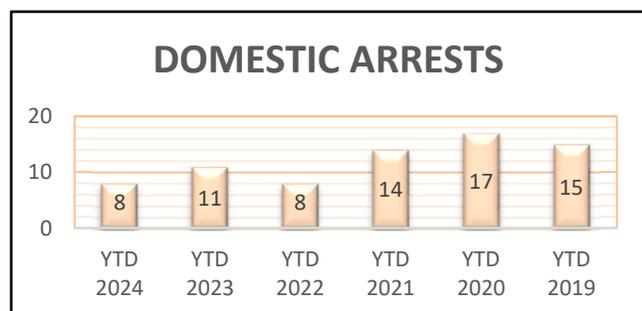
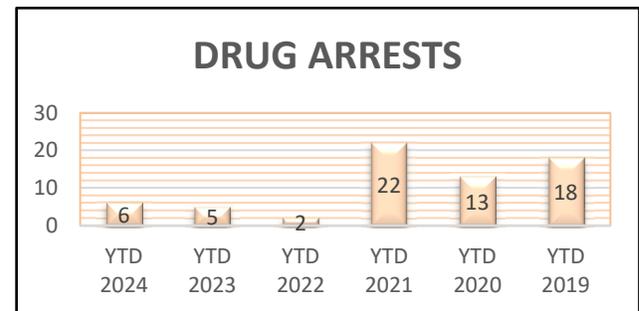
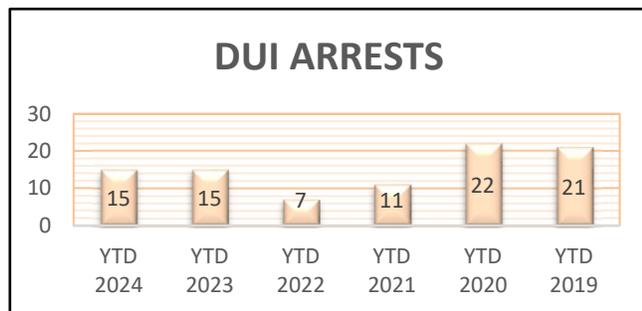
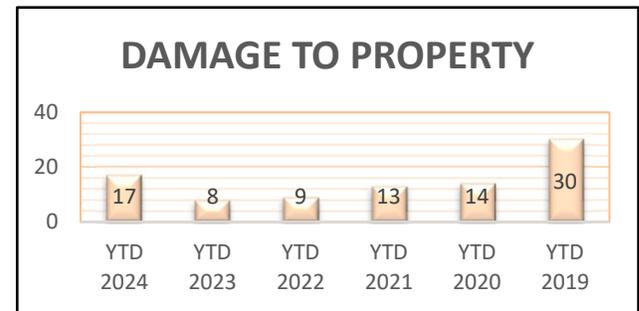
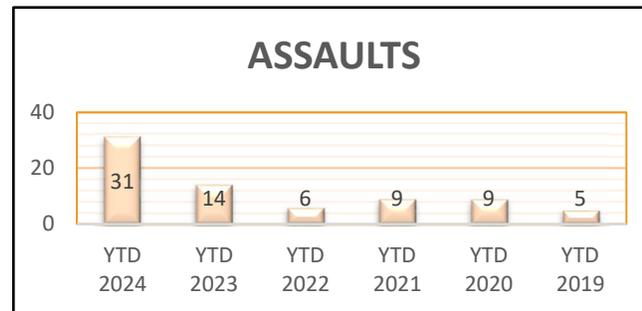
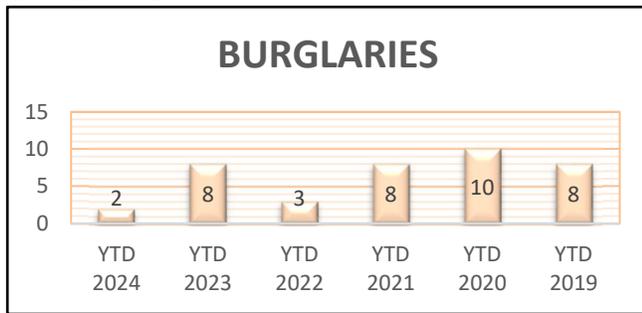
**CITY OF EAST BETHEL - JULY 2024**

OFFENSE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD 2024	YTD 2023
<b>Calls for Service</b>	<b>363</b>	<b>336</b>	<b>374</b>	<b>409</b>	<b>449</b>	<b>422</b>	<b>442</b>						<b>2,795</b>	<b>2,920</b>
Burglaries	0	1	0	0	0	0	1						2	8
Thefts	5	3	3	2	2	4	4						23	43
Crim Sex Conduct	0	1	1	0	1	2	0						5	6
Assault	5	1	3	4	8	6	4						31	14
Dam to Property	0	5	1	3	4	2	2						17	8
Harass Comm	0	0	0	0	0	0	0						0	0
PI Accidents	4	2	3	7	11	7	6						40	34
PD Accidents	23	16	15	11	29	2	11						107	119
Medical	62	47	59	55	76	58	80						437	414
Animal Complaint	19	24	32	33	38	30	22						198	195
Alarms	24	14	17	13	15	14	16						113	126
Felony Arrests	6	4	2	2	3	6	2						25	14
Gross Misd Arrests	2	2	3	6	7	8	0						28	22
Misd Arrests	10	5	7	8	21	7	15						73	38
DUI Arrests	3	2	2	2	0	3	3						15	15
Drug Arrests	1	1	0	1	0	1	2						6	5
Domestic Arrests	1	0	3	1	1	0	2						8	11
Warrant Arrests	2	3	5	8	2	5	7						32	35
Traffic Stops	106	113	116	128	100	186	135						884	954
Traffic Arrests	16	32	18	29	26	49	45						215	218



**CITY OF EAST BETHEL**

**YEAR TO DATE - JULY 2019-2024**

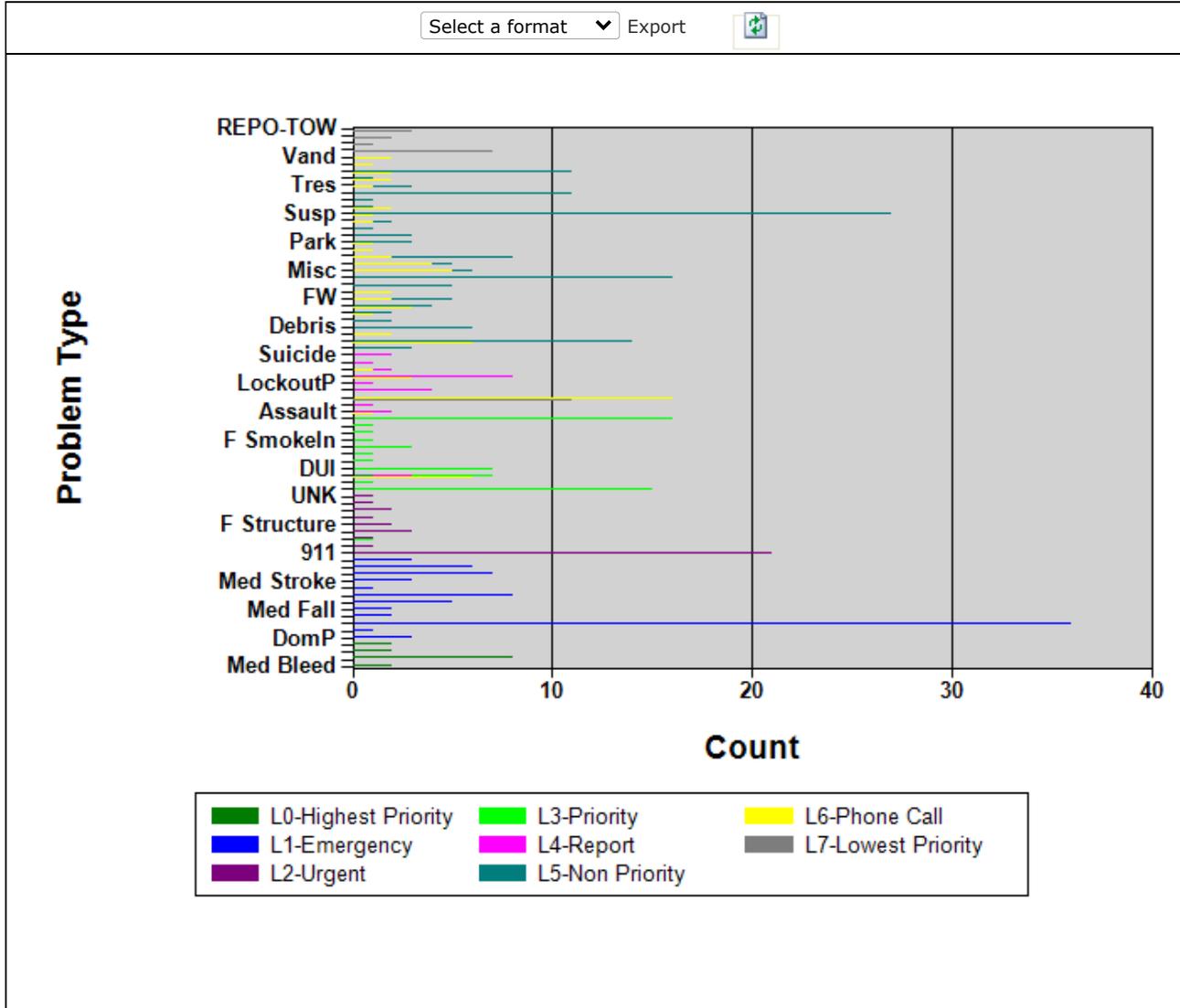


# Problem Type Summary

10:59 AM 08/12/2024

Data Source: Data Warehouse

<b>Agency:</b>	<b>LAW ENFORCEMENT</b>
<b>Division:</b>	<b>East Bethel Law</b>
<b>Day Range:</b>	<b>Date From 7/1/2024 To 7/31/2024</b>
<b>Exclusion:</b>	<b>• Calls canceled before first unit assigned</b>



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

Problem Type	Priority								Total
	0	1	2	3	4	5	6	7	
911			21						21
Abandon						3			3
Abuse									
AbuseP				15					15
AlarmB									

						Item 4.0 A, Attachment 3		
AlarmCO								
AlarmCOill								
AlarmF			1					1
AlarmFsmoke								
AlarmHoldup								
AlarmV								
AlarmWF								
Animal					14	6		20
AnimalResc								
Arson								
Assault				2		1		3
AssaultP								
Boat Assist								
Bomb								
BombP								
Broadcast								
Burg				1				1
BurgP		1						1
Civil					2	2		4
CivilP								
CSC								
Debris					6			6
Deer					2			2
Disorderly		1	1					2
Dom			7	3	1	6		17
DomP	3							3
Drugs								
DUI			7					7
Dumping								
Escort					2	1		3
ExPat							7	7
F Aircraft								
F Assist								
F CleanUp								
F Collapse								
F Dump								
F Elec Smell								
F Expl								
F Gas Odor In			1					1
F Gas Odor Out								
F Grass fire		3						3
F Illegal			1					1
F Misc								
F Mutual Aid								
F Oven								
F Powerlines			3					3
F SmokeIn			1					1
F SmokeOut								
F Structure		2						2
F Train								
F Veh								
F Water Rescue	1							1
Fight		1						1
Flood in								
Flood out								
Fraud					4	3		7
FraudP								
FU				1	1	16	11	29
FW					5	2		7
Gun								
Harass					1	2		3
Info								
Lift Assist				4				4
Liq								
Lockout					5			5
LockoutP				1				1

MA					16	Item 4.0 A, Attachment 3	16
MASS							
Med -	36						36
Med Alarm	2						2
Med Allergic							
Med Assault							
Med Bleed	2						2
Med Breathing Diff	8						8
Med Breathing Not	2						2
Med Choking	2						2
Med Drown							
Med Electro							
Med Fall	2						2
Med Heart	5						5
Med Hold		2					2
Med ILL	8						8
Med Info							
Med OB							
Med Priority							
Med Seizure	1						1
Med Stab-Gunshot							
Med Stroke	3						3
Med Uncon	7						7
Medex							
Misc					6	5	11
MiscO					5	4	9
Noise					8	2	10
NoTag							1
Ord					1	1	2
Other							
Park					3	1	4
PD				8		3	11
Person				2		1	3
PI	6						6
POR					3		3
Property					1		1
PW							2
REPO-TOW							3
RJ					2	1	3
RoadClosure							
Robbery							
RobberyP							
Shots							
Slumper				1			1
StolenProp						1	1
Suicide				2			2
SuicideP	3						3
Susp					27	1	28
SuspP			1				1
Theft					1	2	3
TheftP		1					1
Threat					1		1
ThreatP							
Traf					11		11
Tres					3	1	4
UNK		1					1
Unsecure							
Vand						2	2
VandP							
VehTheft					1	2	3
VehTheftP							
Weapon							
Weather							
Welfare					11	2	13
WelfareP			1				1
WT							16

Total

<b>14</b>	<b>77</b>	<b>33</b>	<b>55</b>	<b>25</b>	<b>146</b>	Item 4.0 A, Attachment 3	<b>68</b>	<b>24</b>	<b>442</b>
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Close

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



**Date:** August 26, 2024

**Agenda Item Number:** Item 4.0 B

**Agenda Item:** Fire Department Report

**Background Information:**

Fire Chief Rodney Sanow will present the Fire Department's monthly report.

**Attachment(s):**

Attachment 1 – July 2024 calls and call graph

**Fiscal Impact:**

**Recommendation(s):** No Action Required



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

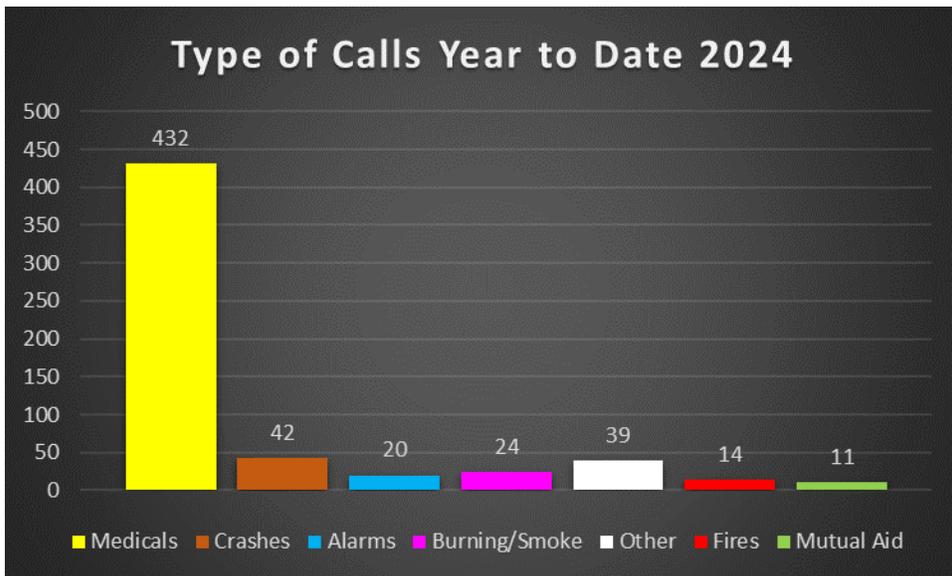
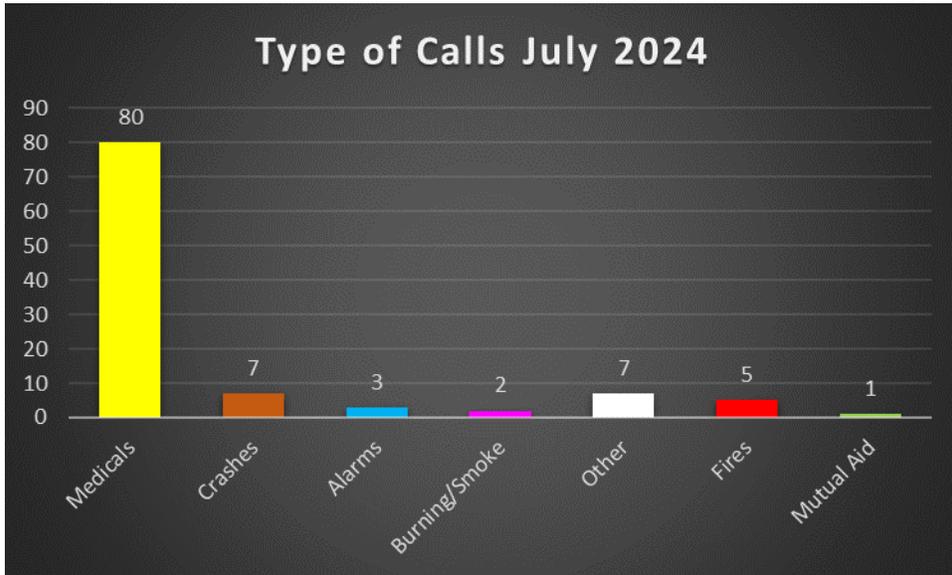
Incident No	Incident Date	Street Address	Incident Type
478	7/1/2024	Lincoln Drive NE and Grove Rd NE	Other
479	7/1/2024	19131 Taylor Street Northeast Apt 20	EMS call
480	7/1/2024	1826 183rd Avenue Northeast	EMS call
481	7/1/2024	24320 Polk Street Northeast	EMS call
482	7/2/2024	19131 Taylor Street Northeast Apt 311	EMS call
483	7/3/2024	3231 227th Lane Northeast	Other
484	7/3/2024	4610 200th Lane Northeast	EMS call
485	7/3/2024	24355 Hwy 65 Northeast Apt 131	EMS call
486	7/3/2024	19131 Taylor Street Northeast Apt 18	EMS call
487	7/4/2024	885 198th Court Northeast	EMS call
488	7/4/2024	22440 Quincy Street Northeast	Building fire
489	7/5/2024	22440 Quincy Street Northeast	Building fire
490	7/5/2024	416 Dogwood Road Northeast	EMS call
491	7/5/2024	23733 Hwy 65 Northeast	EMS call
492	7/6/2024	24031 Fillmore Street Northeast	EMS call
493	7/6/2024	24031 Fillmore Street Northeast	EMS call
494	7/7/2024	East Bethel Blvd NE and 212th Ave NE	Crash
495	7/7/2024	18164 Hwy 65 Northeast Apt 96	EMS call
496	7/8/2024	4351 Wild Rice Drive Northeast	EMS call
497	7/8/2024	24031 Fillmore Street Northeast	EMS call
498	7/8/2024	18337 Lakeview Point Drive Northeast	EMS call
499	7/8/2024	900 189th Avenue Northeast	EMS call
500	7/8/2024	1555 Viking Boulevard Northeast	Burning/Smoke
501	7/9/2024	1090 243rd Avenue Northeast	Alarms
502	7/10/2024	22935 Erskin Street Northeast	EMS call
503	7/10/2024	18164 Hwy 65 NE Apt Playground	Grass fire
504	7/11/2024	900 189th Avenue Northeast	EMS call
505	7/11/2024	18505 Hwy 65 Northeast	Rubbish Fire
506	7/12/2024	24031 Fillmore Street Northeast	EMS call
507	7/12/2024	19131 Taylor St NE Apt memory care lobby	EMS call
508	7/12/2024	1280 185th Avenue Northeast Apt 210	EMS call
509	7/12/2024	24031 Fillmore Street Northeast	EMS call
510	7/12/2024	20322 Polk St NW and 20477 Polk St Ne	Crash
511	7/12/2024	900 189th Avenue Northeast	EMS call
512	7/12/2024	24355 Hwy 65 Northeast Apt 109	EMS call
513	7/12/2024	24355 Hwy 65 Northeast Apt 179	EMS call
514	7/13/2024	Hwy 65 Northeast and 224th Ave NE	Crash

Incident No	Incident Date	Street Address	Incident Type
515	7/13/2024	3734 Edmar Lane Northeast	EMS call
516	7/13/2024	900 189th Avenue Northeast	EMS call
517	7/13/2024	24355 Hwy 65 Northeast Apt 179	EMS call
518	7/14/2024	4430 214th Avenue Northwest	Mutual Aid
519	7/14/2024	18407 Hwy 65 Northeast	EMS call
520	7/14/2024	18979 Greenbrook Drive Northeast	Other
521	7/14/2024	19131 Taylor Street Northeast Apt 9	EMS call
522	7/14/2024	1617 229th Lane Northeast	EMS call
523	7/14/2024	21844 East Bethel Boulevard Northeast	EMS call
524	7/14/2024	Viking Blvd Northeast and Hwy 65 NE	Other
525	7/16/2024	24031 Fillmore Street Northeast	EMS call
526	7/16/2024	18368 Lakeview Point Drive Northeast	EMS call
527	7/16/2024	24031 Fillmore Street Northeast	EMS call
528	7/16/2024	19503 East Tri Oak Circle Northeast	EMS call
529	7/16/2024	24031 Fillmore Street Northeast	EMS call
530	7/16/2024	23561 7th Street Northeast	EMS call
531	7/16/2024	24031 Fillmore Street Northeast	EMS call
532	7/17/2024	18164 Hwy 65 Northeast Apt 52	EMS call
533	7/17/2024	19131 Taylor Street Northeast Apt 324	EMS call
534	7/17/2024	22935 Erskine Street Northeast	EMS call
535	7/17/2024	18539 Lakeview Point Drive Northeast	EMS call
536	7/17/2024	19131 Taylor Street Northeast Apt 9	EMS call
537	7/18/2024	4610 200th Lane Northeast	EMS call
538	7/18/2024	2751 Viking Boulevard Northeast	Other
539	7/18/2024	18164 Hwy 65 Northeast Apt 81	EMS call
540	7/18/2024	18164 Hwy 65 Northeast Apt 33	EMS call
541	7/19/2024	900 189th Avenue Northeast	EMS call
542	7/19/2024	708 Viking Boulevard Northeast	EMS call
543	7/19/2024	Hwy 65 Northeast and 221st Ave. NE	Other
544	7/19/2024	East Bethel Blvd NE and 212th Ave NE	EMS call
545	7/19/2024	23455 Isetta Street Northeast	EMS call
546	7/19/2024	24355 Hwy 65 Northeast Apt 153	EMS call
547	7/19/2024	19131 Taylor Street Northeast Apt 9	EMS call
548	7/20/2024	1901 Klondike Drive Northeast	EMS call
549	7/20/2024	1904 194th Avenue Northeast	EMS call
550	7/20/2024	19131 Taylor Street Northeast Apt 9	EMS call
551	7/20/2024	18164 Hwy 65 Northeast Apt 81	EMS call
552	7/20/2024	1901 Klondike Drive Northeast	EMS call
553	7/20/2024	19348 Able Street Northeast	EMS call
554	7/21/2024	19131 Taylor Street Northeast Apt 104	EMS call
555	7/22/2024	182 Forest Road Northwest	Alarms

Incident No	Incident Date	Street Address	Incident Type
556	7/22/2024	3518 Viking Boulevard Northeast	Grass fire
557	7/22/2024	4647 229th Avenue Northeast	EMS call
558	7/22/2024	19131 Taylor Street Northeast Apt 203	EMS call
559	7/23/2024	24355 Hwy 65 Northeast Apt 131	EMS call
560	7/23/2024	22523 Monroe Street Northeast	EMS call
561	7/23/2024	19505 East Front Boulevard Northeast	Other
562	7/23/2024	1280 185th Avenue Northeast	EMS call
563	7/24/2024	4537 Viking Blvd Northeast and 4500	Crash
564	7/24/2024	1252 185th Avenue Northeast Apt 313	EMS call
565	7/25/2024	24355 Hwy 65 Northeast Apt 131	EMS call
566	7/25/2024	524 Sims Road Northeast	EMS call
567	7/25/2024	1252 185th Avenue Northeast Apt 313	EMS call
568	7/25/2024	18635 Ulysses Street Northeast	EMS call
569	7/26/2024	24301 East Typo Drive Northeast	EMS call
570	7/26/2024	18641 Hwy 65 Northeast	Alarms
571	7/26/2024	900 189th Avenue Northeast	EMS call
572	7/27/2024	Hwy 65 Northeast and 181st Ave NE	Crash
573	7/27/2024	Hwy 65 Northeast and 181st Ave NE	Crash
574	7/28/2024	18273 Fillmore Street Northeast	EMS call
575	7/29/2024	24355 Hwy 65 Northeast Apt 109	EMS call
576	7/29/2024	20765 Tyler Street Northeast	EMS call
577	7/30/2024	24355 Hwy 65 Northeast Apt 131	EMS call
578	7/30/2024	18164 Hwy 65 Northeast Apt 9	EMS call
579	7/31/2024	24355 Hwy 65 Northeast Apt 34	EMS call
580	7/31/2024	Hwy 65 Northeast and 187th Ln NE	Crash
581	7/31/2024	20241 Hwy 65 Northeast	Burning/Smoke
582	7/31/2024	313 Elm Road Northeast	EMS call

### 105 Total calls

- 80 Medicals
- 7 Crashes
- 3 Alarms
- 2 Burning/Smoke
- 7 Other
- 5 Fires
- 1 Mutual Aid



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



**Date:** August 26, 2024

**Agenda Item Number:** 4.0 C

**Agenda Item:** Resolution supporting increased Post Election Review (PER)

**Background Information:**

In the interest of election integrity, multiple Anoka County cities have passed resolutions asking the Anoka County Canvassing Board to include or increase the number of precincts that are hand-counted for the purposes of verifying the integrity of the machine tabulators.

As a reminder, only in off election years, communities are able to request hand counting to be conducted at the Anoka County government center at an expense borne by the requesting city.

Additionally, losing candidates can request a hand count with costs associated unless the loss margin is less than one-half of 1%, in which case Anoka County covers the cost. Past elections where this has been done was most recently in the Anoka Hennepin District 11 School Board election where the margins met the threshold for an automatic recount.

**Recommendation:**

**Attachments:**

**City Council Action:**

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

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

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

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

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

**RESOLUTION NO. 2024-53**

**RESOLUTION IN SUPPORT OF POST-ELECTION REVIEW**

**WHEREAS**, the City of East Bethel desires to have a Post-Election Review (PER) conducted on the results of one of its precincts for the 2024 General Election pursuant to Minnesota Statutes, Section 206.89;

**WHEREAS**, a PER is conducted at one precinct that must be chosen by lot by the Anoka County Canvassing Board;

**WHEREAS**, a PER is required to include counting the votes for President or Governor, United States Senator, and United States Representative, and the county-appointed post-election review official may conduct a PER of votes cast for additional offices;

**WHEREAS**, the City Council desires to have a PER performed for one of its precincts and to include all offices for which there is more than one candidate but exclude all judicial offices;

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

1. In the event an East Bethel election precinct is not selected for a Post-Election Review (PER) of the 2024 General Election, the City Council request that the Anoka County Canvassing Board perform a PER on one precinct in East Bethel.
2. The City Council requests that any PER in East Bethel precincts include a review of the results of all State, and City Offices, except Judicial races, that include more than one candidate.

Adopted on the 8<sup>th</sup> of April, 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

---

Kevin Lewis, Mayor

ATTEST:

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Matt Look, City Administrator

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



**Date:** August 26, 2024

**Agenda Item Number:** Item 6.0 A-G

**Requested Action:** Consider approving the Consent Agenda as presented

**Background Information:**

Item A – Approve Bills

Item B – August 12, 2024 City Council Work Meeting Minutes

Minutes from the August 12, 2024 City Council work meeting are attached for your review.

Item C – August 12, 2024 City Council Meeting Minutes

Minutes from the August 12, 2024 City Council meeting are attached for your review.

Item D – Approve the Upper Rum River Watershed Management Organization Joint Powers Agreement

The Upper Rum River Watershed Management Organization underwent a rework of the joint powers agreement to better reflect best management practices. Staff has reviewed the document and aside from minor changes, the structure of the organization, authorities and powers remain the same. It is in line with Minnesota Statutes, sections 103B.201 to 103B.255

The new document needs to be adopted and ratified by all member cities (City of Bethel, East Bethel, Ham Lake, Nowthen, Oak Grove and St. Francis).

Item E – Res. 2024-52, Amending the filing date for Res. 2024-18 and approving Administrative Subdivision, 737 Sims Road NE

On April 24th, 2023 the East Bethel City Council approved an Administrative Subdivision of 737 Sims Road NE, East Bethel, MN. A condition of the resolution was that the subdivision and combination form was to be filed with Anoka County prior to July 1st, 2023. Due to the discovery of additional property liens, title work was delayed. On February 26th, 2024 Resolution 2024-18 was approved which amended Resolution 2023-26, extending the filing deadline to May 26<sup>th</sup>, 2024. Title work has been finalized and closing is scheduled however the filing deadline has expired again. Resolution 2024–52 once again extends the filing deadline.

Item F – Res. 2024-55, Domestic Violence Awareness Month

Every year, October is recognized as Domestic Violence Awareness Month (DVAM). Cities across the nation take the opportunity to honor this month to proclaim October as DVAM. Resolution 2024-55 proclaiming October 2024 as Domestic Violence Awareness Month is requested for approval by City Council by Alexandra House.

Item G – Res. 2024-56, Proclamation of Constitution Week

September 17, 2024 marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America. The Daughters of the American Revolution, Anoka Chapter, request that Council adopt Resolution 2024-56 proclaiming September 17-23, 2024 as Constitution Week.

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

**City Council Action:**

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

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

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

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



# City of East Bethel

August 26, 2024

## Payment Summary

Payments for Council Approval						
Bills to be approved for payment						\$77,703.57
Electronic Payroll Payments						\$45,067.15
Payroll City Council - July 15, 2024						\$2,234.02
Payroll Fire Department - August 15, 2024						\$15,955.48
Payroll City Staff - August 15, 2024						\$49,615.30
Total to be Approved for Payment						\$190,575.52
Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Bldg/Facility Repair Supplies	103521	Aker Doors, Inc.	615	49851	\$90.00
Arena Operations	Bldg/Facility Repair Supplies	103575	Aker Doors, Inc.	615	49851	\$8.64
Arena Operations	Bldg/Facility Repair Supplies	998209	Lowe's	615	49851	\$68.28
Arena Operations	Bldg/Facility Repair Supplies	39922	Menards - Forest Lake	615	49851	\$37.83
Arena Operations	Bldg/Facility Repair Supplies	05751	Nate Ayshford	615	49851	\$353.70
Arena Operations	Bldg/Facility Repair Supplies	000070773	Rosenbauer Minnesota LLC	615	49851	\$862.50
Arena Operations	Bldgs/Facilities Repair/Maint	17475769	Trane U.S. Inc.	615	49851	\$3,896.00
Arena Operations	Gas Utilities	890862410	Xcel Energy	615	49851	\$80.53
Arena Operations	General Operating Supplies	40736	Menards - Forest Lake	615	49851	\$37.95
Arena Operations	Information Systems	B240816	Anoka County Treasury Dept	615	49851	\$75.00
Arena Operations	Repairs/Maint Machinery/Equip	80077940	IBP	615	49851	\$417.50
Arena Operations	Small Tools and Minor Equip	19204	Menards Cambridge	615	49851	\$27.96
Building Inspection	Escrow Refund	2022-00312-DE	Shade Tree Construction	101		\$5,200.00
Building Inspection	Motor Fuels	25649875	Mansfield Oil Company	101	42410	\$433.03
Building Inspection	Office Supplies	181589469	Uline	101	42410	\$631.14
City Administration	Conferences/Meetings	541303	LOOK, MATT	101	41320	\$2,114.96
City Administration	Information Systems	B240816	Anoka County Treasury Dept	101	41320	\$75.00
City Administration	Office Equipment Rental	3106783636	Pitney Bowes Global Financial Svcs	101	41320	\$165.33
City Administration	Telephone	08 2024	CenturyLink	101	41320	\$147.27
Fire Department	Cleaning Supplies	IN4616541	Innovative Office Solutions	101	42210	\$319.72
Fire Department	Conferences/Meetings	INVPRA11236718	LEXIPOL LLC	101	42210	\$2,679.00
Fire Department	Gas Utilities	890862410	Xcel Energy	101	42210	\$59.71
Fire Department	Information Systems	B240816	Anoka County Treasury Dept	101	42210	\$75.00
Fire Department	Motor Fuels	1029959	Linwood Country Store	101	42210	\$41.42
Fire Department	Motor Fuels	25649875	Mansfield Oil Company	101	42210	\$688.91
Fire Department	Motor Fuels	25649905	Mansfield Oil Company	101	42210	\$300.75
Fire Department	Motor Vehicles Parts	118678689	Fleet Pride	101	42210	\$4.10
Fire Department	Motor Vehicles Parts	1539-287626	O'Reilly Auto Stores Inc.	101	42210	\$142.90
Fire Department	Motor Vehicles Parts	1539-288428	O'Reilly Auto Stores Inc.	101	42210	\$75.98
Fire Department	Safety Supplies	INV-50515	Alex Air Apparatus 2 Inc	101	42210	\$167.70
Fire Department	Safety Supplies	337618	Aspen Mills, Inc.	101	42210	\$94.45
Fire Department	Safety Supplies	337778	Aspen Mills, Inc.	101	42210	\$140.79
Fire Department	Safety Supplies	12207389	Henry Schein, Inc.	101	42210	\$24.79
Fire Department	Safety Supplies	12431365	Henry Schein, Inc.	101	42210	\$49.58
Fire Department	Telephone	08 2024	CenturyLink	101	42210	\$85.48
Fire Department	Telephone	08 2024	CenturyLink	101	42210	\$58.64
Fire Department	Telephone	13299700114188	Midcontinent Communications	101	42210	\$20.25



# City of East Bethel

August 26, 2024

## Payment Summary

General Govt Buildings/Plant	Bldg/Facility Repair Supplies	40000	Menards - Forest Lake	101	41940	\$49.98
General Govt Buildings/Plant	Gas Utilities	890862410	Xcel Energy	101	41940	\$35.77
Housing & Redevelopment Author	Legal Fees	41051	Eckberg, Lammers, P.C.	230	23000	\$171.50
Legal	Legal Fees	41051	Eckberg, Lammers, P.C.	101		\$245.00
Legal	Legal Fees	41051	Eckberg, Lammers, P.C.	101	41610	\$4,194.00
Legal	Legal Fees	41051	Eckberg, Lammers, P.C.	101	41610	\$428.75
Legal	Legal Fees	41051	Eckberg, Lammers, P.C.	101	41610	\$1,100.00
Legal	Legal Fees	41051	Eckberg, Lammers, P.C.	101	41610	\$2,058.00
Legal	Legal Fees	41051	Eckberg, Lammers, P.C.	101	41610	\$800.00
Park Maintenance	Clothing & Personal Equipment	9579	Chad Citrowske	101	43201	\$263.49
Park Maintenance	Clothing & Personal Equipment	4201902631	Cintas Corporation	101	43201	\$33.55
Park Maintenance	Clothing & Personal Equipment	4202615493	Cintas Corporation	101	43201	\$35.25
Park Maintenance	Equipment Parts	10121646	Midwest Machinery Co.	101	43201	\$1,014.45
Park Maintenance	Equipment Parts	10128688	Midwest Machinery Co.	101	43201	(\$799.39)
Park Maintenance	Equipment Parts	133571	MN Equipment	101	43201	\$218.20
Park Maintenance	Equipment Parts	1539-288427	O'Reilly Auto Stores Inc.	101	43201	\$29.99
Park Maintenance	Equipment Parts	119976	PTL TIRE & AUTO 2	101	43201	\$139.99
Park Maintenance	General Operating Supplies	P27471	MN Equipment	101	43201	\$14.01
Park Maintenance	Motor Fuels	25649875	Mansfield Oil Company	101	43201	\$590.50
Park Maintenance	Motor Fuels	25649905	Mansfield Oil Company	101	43201	\$578.37
Park Maintenance	Motor Fuels	513221	River Country Cooperative	101	43201	\$24.00
Park Maintenance	Small Tools and Minor Equip	338095	S & S Industrial Supply	101	43201	\$9.15
Payroll	Insurance Premiums	09 2024	Dearborn Group	101		\$2,016.26
Payroll	Insurance Premiums	CNS0001628097	Delta Dental	101		\$520.87
Payroll	Insurance Premiums	CNS0001628097	Delta Dental	101		\$51.04
Payroll	Insurance Premiums	265869380970	Medica	101		\$10,694.69
Payroll	Insurance Premiums	436200092024	NCPERS Group Life Ins	101		\$80.00
Payroll	Union Dues	08 2024	MN Public Employees Assn	101		\$351.00
Planning and Zoning	Legal Notices	1011980	ECM Publishers, Inc.	101	41910	\$66.55
Planning and Zoning	Legal Notices	1011981	ECM Publishers, Inc.	101	41910	\$66.55
Planning and Zoning	Legal Notices	1011982	ECM Publishers, Inc.	101	41910	\$84.70
Recycling Operations	Gas Utilities	890862410	Xcel Energy	226	43235	\$24.18
Recycling Operations	Heavy Machinery	00012986	Dahlke Trailer Sales & Leasing	226	43235	\$14,441.09
Recycling Operations	Professional Services Fees	08 2024	Cedar East Bethel Lions	226	43235	\$419.72
Recycling Operations	Professional Services Fees	08 2024	Cedar East Bethel Lions	226	43235	\$1,300.00
Recycling Operations	Professional Services Fees	3491b	Evergreen Recycling	226	43235	\$585.00
Recycling Operations	Professional Services Fees	479048	Gregory Cardey	226	43235	\$475.00
Street Maintenance	Bldg/Facility Repair Supplies	19503	Menards Cambridge	101	43220	\$53.47
Street Maintenance	Bldgs/Facilities Repair/Maint	4201902631	Cintas Corporation	101	43220	\$9.15
Street Maintenance	Bldgs/Facilities Repair/Maint	4202615493	Cintas Corporation	101	43220	\$9.61
Street Maintenance	Cleaning Supplies	9220780648	Grainger	101	43220	\$134.20
Street Maintenance	Clothing & Personal Equipment	4201902631	Cintas Corporation	101	43220	\$33.56
Street Maintenance	Clothing & Personal Equipment	4202615493	Cintas Corporation	101	43220	\$35.25
Street Maintenance	Equipment Parts	118895110	Fleet Pride	101	43220	\$277.64
Street Maintenance	Equipment Parts	1539-287760	O'Reilly Auto Stores Inc.	101	43220	\$165.63
Street Maintenance	Equipment Parts	1539-287761	O'Reilly Auto Stores Inc.	101	43220	(\$22.00)
Street Maintenance	Gas Utilities	890862410	Xcel Energy	101	43220	\$19.82
Street Maintenance	Motor Fuels	25649875	Mansfield Oil Company	101	43220	\$255.88



# City of East Bethel

August 26, 2024

## Payment Summary

Street Maintenance	Motor Fuels	25649905	Mansfield Oil Company	101	43220	\$1,434.37
Street Maintenance	Street Maint Materials	99904	Bjorklund Companies, LLC	101	43220	\$1,811.38
Street Maintenance	Tires	119964	PTL TIRE & AUTO 2	101	43220	\$1,261.92
TIF 1-2	Professional Services Fees	98480	EHLERS	436	43600	\$1,155.00
TIF 1-2	Professional Services Fees	98639	EHLERS	436	43600	\$116.25
TIF 1-2	Professional Services Fees	1011204	ECM Publishers, Inc.	436	43600	\$45.38
TIF 1-3	Professional Services Fees	98480	EHLERS	437	43700	\$1,155.00
TIF 1-3	Professional Services Fees	98639	EHLERS	437	43700	\$116.25
TIF 1-3	Professional Services Fees	1011204	ECM Publishers, Inc.	437	43700	\$45.38
TIF 1-4	Professional Services Fees	98480	EHLERS	438	43800	\$1,155.00
TIF 1-4	Professional Services Fees	98639	EHLERS	438	43800	\$116.25
TIF 1-4	Professional Services Fees	1011204	ECM Publishers, Inc.	438	43800	\$45.38
TIF 1-5	Professional Services Fees	98480	EHLERS	439	43900	\$1,155.00
TIF 1-5	Professional Services Fees	98639	EHLERS	439	43900	\$116.25
TIF 1-5	Professional Services Fees	1011204	ECM Publishers, Inc.	439	43900	\$45.36
Water Utility Operations	Chemicals and Chem Products	6837541	Hawkins, Inc	601	49401	\$60.00
Water Utility Operations	Gas Utilities	08 2024-01	CenterPoint Energy	601	49401	\$91.05
Water Utility Operations	Gas Utilities	08 2024-02	CenterPoint Energy	601	49401	\$21.99
Water Utility Operations	Software Licensing	0532963	Ferguson Waterworks #2518	601	49401	\$1,500.00
Water Utility Operations	Telephone	08 2024	CenturyLink	601	49401	\$148.78
Water Utility Operations	Telephone	08 2024	CenturyLink	601	49401	\$147.99
Water Utility Operations	Telephone	08 2024	CenturyLink	601	49401	\$124.38
Water Utility Operations	Utility Maint Supplies	S103627841.001	Dakota Supply Group	601	49401	\$2,700.00
						<b>\$77,703.57</b>



**City of East Bethel**  
**August 26, 2024**  
**Payment Summary**

Electronic Payroll Payments		
Payroll	PERA	\$10,251.92
Payroll	Federal Withholding	\$8,125.73
Payroll	Medicare Withholding	\$2,923.96
Payroll	FICA Tax Withholding	\$11,535.82
Payroll	State Withholding	\$4,042.37
Payroll	MSRS/H.S.A./HCSP	\$8,187.35
		<b>\$45,067.15</b>

# DRAFT MINUTES: NOT YET APPROVED

## EAST BETHEL CITY COUNCIL WORK MEETING

August 12, 2024

The East Bethel City Council met on August 12, 2024, at 6:00 p.m. for the regular City Council Work meeting at City Hall.

MEMBERS PRESENT: Kevin Lewis Brian Mundle Bob DeRoche  
Tim Miller Jim Smith

ALSO PRESENT: Matt Look, City Administrator  
Aaron Berg, Community Development Director

### 1.0 – HRA Discussion on Goal Setting

Look presented research done on Minnesota State statutes as related to HRA and what an HRA is responsible for. He stated it drills down on blighted areas which cannot be redeveloped without government assistance. He also indicated it says in situations where buildings endanger life or property by fire or other causes in the original land planning lot layout in conditions of title in the area, Continental Communities comes to mind. He stated that \$25,000 will be given back to communities for housing purposes, low to moderate-income housing. Funding is the primary concern; they could bond for it with the understanding that when you sell it, you can then pay off the bonds, or if you have dollars set aside from the State dollars coming in or the HRA levy dollars annually to purchase. He stated he spoke with a gentleman who is interested in developing something about the size of the Taylor Street property.

Mundle stated if they get bonding from the State for the water tower at Simms, there is a property there that could be considered blighted, and HRA funds could go towards dealing with that property or something else in that area to help the City.

DeRoche stated that the money is earmarked from the State for the sewer water, so he does not think they can divert the money to other projects to fix up blighted properties.

Look clarified that in the Bill to the State, it would identify what the money could be spent on.

DeRoche asked if they were stuck with whatever properties the City had and could not sell them if they were tax forfeited. Berg stated there are 3 types of properties that are local government-owned. Some of them require 25 years before you can consider selling them, some may be able to be put back on the market, and some must have an appraisal done and then sold back to the State of Minnesota. He also stated that the taxes on real estate must be evened up before those transactions could take place, so the City might not want to get involved in purchasing the properties because of the outstanding taxes.

Lewis stated that monies from a levy should be used for what the levy said they would be used for. He also thought that if there is a clearly defined set of goals, there is a better chance of leveraging seed money into matching grant money.

Look clarified that the State law for the quarter cent sales tax for housing has to go through the County HRA, that the City got out of. He stated there are many cities caught in the in-between, the

1 City included, and there may be some legislative support coming to the next session so the cities  
2 paying in have the option to get money out even though they are not part of the County HRA.  
3

4 Lewis asked what the priorities were, if they were commercial primarily and secondarily residential or  
5 vice versa. Look stated if a business that was one of the first ones you see when you come into the  
6 City went up for sale, the City may entertain buying that.  
7

8 DeRoche asked what the Cambridge HRA does. Berg stated they own an apartment building and  
9 invest in other senior living; their money is used to utilize the apartment building and for  
10 maintenance.  
11

12 Look added that other cities' HRAs typically get into slightly below-market senior housing. He also  
13 stated that they bond for money, and then the levy pays the debt service.  
14

15 Lewis stated he does not believe in government ownership and operation of businesses, because it  
16 gives an unfair competitive factor in the market. He added that the person who is insisting on the  
17 purchase is an imminent need and should get out their checkbook.  
18

19 Look stated there is no doubt that in a senior housing complex, there will be constant replacements,  
20 and it is a constant headache.  
21

22 Lewis stated that he could see doing that with government ownership, like a utility, because they  
23 have a defined rate of return on the investment capital.  
24

25 Look noted that there is sometimes overlap between HRA and EDA when it comes to commercial-  
26 type work, with a goal of identifying where improvement is needed and proactively going after them.  
27

28 Miller asked how much money comes in like that per year. Lewis stated that the levy is \$77,000 at  
29 present.  
30

31 Look stated they can run an analysis of what other HRAs are doing, but it is probably \$250,000  
32 minimum for a levy if you are trying to build up a chest of money to make these purchases.  
33

34 Berg stated that the sales tax money coming for housing does not have to be spent immediately; it  
35 can be spent within a three-year window for the first year.  
36

37 Lewis stated that there should be a top three priorities as a community to accomplish 90% of what  
38 they are going to do so they can focus on what their priorities are with the money they do have. He  
39 asked what the next steps for putting together priorities would be. Look stated one priority could be  
40 cleaning up blighted property and identifying what properties fit that category. Another priority could  
41 be low-income housing.  
42

43 Lewis stated that low-income housing is a priority in the current economic realities, but it is not one  
44 that the HRA can do themselves, and he does not think that residents of East Bethel would be likely  
45 to trod on that either when they are having trouble affording their own properties.  
46

47 Look added another priority could be unsanitary or unsafe conditions, such as failing septic systems.  
48

49 Lewis suggested having a sit down in the next couple of weeks with whoever would like to participate  
50 to discuss ideas for the priorities. He also asked where the blighted residents with resistance to  
51 improvements fall in this scenario.  
52

53 DeRoche added that the City used to buy properties on Coon Lake and one on Lincoln and Cedar.  
54

**2.0 – Jeremy Foss Abatement**

Look stated that staff has put together a laundry list of times they have made contact with the person over the years, and the new process is to explain the whole situation to the Council and get their blessing in pursuing this to the next legal capacity.

Berg overviewed the history of 921 235<sup>th</sup> Avenue Northeast, which was first introduced to the City in 2018 when a notice of multiple violations was submitted. There were several notices sent over the next few years then the first citation was issued in March of 2022, the second was issued in April of 2022, and the third was issued in June of 2022. All the citations were paid in July of 2022, and things were cleaned up, and now things are back to square one with an accumulation of vehicles; neighbors are contacting the MPCA and are making other complaints. He stated there has not been any contact with the homeowner in the most recent stages. He added that the homeowner is selling cars, car parts, snowmobiles, junked-out cars, and other items that are prohibited in the current version of a home occupation.

Mundle asked if the homeowner should have a dealer's license. Berg noted that if the homeowner is selling 5 cars or more a year, then he should have permission from the local zoning official to apply for a dealer's license with the Department of Public Safety.

Look recommended turning up the heat to get compliance.

DeRoche asked if the County took care of it, would they pay for the expenses. Berg clarified that the County's enforcement is limited to automobile fluids, not for the other multiple code violations. He updated that in prior cases, the homeowner always comes in and pays his fines, cleans everything up, and puts it on the back shelf before going back to doing business as usual.

DeRoche stated that the property owner knows he is doing wrong, and what good are the City's rules if they do not enforce them.

Lewis stated that there does not seem to be any other option besides taking this to the City Attorney.

Miller agreed that if it is not going to be any extra cost to the City, then they have a clear reason for the City Attorney.

DeRoche stated that as long as it does not turn into a slippery slope he agrees that this should be taken to the City Attorney.

**3.0 – Magnuson Rental Property**

Look noted that they have been trying to communicate with the Magnuson rental property along Highway 65, trying to get them to comply with the rental ordinance and to inspect the property to ensure it is a safe living condition. He updated that there has been a failure to return any sort of letters and answer the doors, and the City will be sending another letter at the end of the month before a citation is issued. He stated that this boils down to a public safety scenario due to potential unsafe living conditions, electrical conditions, and other conditions.

Berg stated that the formal written complaint from the neighbor was received in July, but the complaints started well before that.

Lewis asked what the options were as far as calling for a welfare inspection of the property.

Berg updated that the neighbor has called the Sheriff's Office and had officers at the property for a number of different complaints. He stated they could generate another letter and have the Sheriff's Office deliver it for them to verify it has been delivered.

1 Lewis stated that if the City Attorney were to deliver the letter, then maybe the owner would react  
2 differently. He stated that rental properties are often rented for purposes that do not conform with  
3 current laws.

4 Look stated that may be one of the fears with this site, but the City is looking for safety-related  
5 conditions.

6 Berg stated that a citation accompanies Code enforcement letter number 4, making it more serious,  
7 but it takes about 3 months to help them come into compliance before things get more serious.

8 **4.0 – Mayor and Council Compensation**

9 Lewis inquired about the dates of the last time the compensation for council members and  
10 commission members was changed.

11 Look stated that Staff will research that and bring the findings to the next Work Meeting.

12 **5.0 – Commission Stipends**

13 This item was moved to next Work Meeting.

14 **6.0 – Adjourn**

15 Work Meeting adjourned at 6:53 p.m.

16 Submitted by:

17 Lilian Rokosz

18 *TimeSaver Off Site Secretarial, Inc.*

# DRAFT MINUTES: NOT YET APPROVED

## EAST BETHEL CITY COUNCIL MEETING

August 12, 2024

The East Bethel City Council met on August 12, 2024, at 7:00 p.m. for the regular City Council meeting at City Hall.

MEMBERS PRESENT: Kevin Lewis Brian Mundle Bob DeRoche  
Tim Miller Jim Smith

ALSO PRESENT: Matt Look, City Administrator  
Eric Larson, City Attorney  
Aaron Berg, Community Development Director

### 1.0 Call to Order

The August 12, 2024, City Council meeting was called to order by Mayor Lewis at 7:00 p.m.

### 2.0 Pledge of Allegiance

The Pledge of Allegiance was recited.

### 3.0 Adopt Agenda

Mundle stated I'll make a motion to adopt tonight's agenda. Miller stated I'll second. Lewis asked any discussion? To the motion, all in favor say aye. All in favor. Lewis asked any opposed? That motion passes. Motion passes unanimously.

### 4.0 Presentations and Public Hearings

Lewis announced that they recently dedicated a new playground facility at the Coon Lake Community and Senior Center. He thanked Public Works Manager Ayshford for all the new equipment and all the effort that was put into it.

### 5.0 Public Forum

James Roubal II stated he appreciates the Council bringing back the Public Forum for comment. He stated that while trying to find a place to hold a family reunion, he came across some questions. He asked if the City owns the Whispering Pines Aspen, and if so why is there a business sign for a private company in the front. He is also curious how much it costs to rent the space. He stated he saw the City crew cutting grass and is concerned that a City-owned building is being used for other reasons than it was intended for, and that his tax dollars are being misused.

Look stated that he has the written contract from years ago when the building was gifted to the City, and there are some agreements the City has made in the past and he is not sure how that will play out in the future. He noted the building is still under contract at this time.

Berg stated he can meet with the resident and go through the contract and attempt to answer any questions he may have. Smith also stated he is willing to help figure things out.

### 6.0 Consent Agenda

~~Item A: Approve Bill List~~

~~Item B: Approve Meeting Minutes July 22, 2024 City Council Work Meeting~~

~~Item C: Approve Meeting Minutes, July 22, 2024 City Council Meeting~~

1 Item D: Approve the Advertisement for City Planner Position

2 Item E: Approve the Hire of Seasonal Ice Arena Attendants

3 Item F: Pay Estimate No. 1 for the 2024 Street Reconstruction Project

4 ~~Item G: Approve ICMA conference for Administrator Look 9/21-9/26~~

5 Mundle requested to pull Items A, C, and G. Lewis requested to pull Item B. **Mundle stated I'll make**  
6 **a motion to approve Consent Agenda as amended. Miller stated I'll second.** Lewis asked any  
7 discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion  
8 passes. **Motion passes unanimously.**

#### 9 **6.0 A Approve Bill List**

10 Mundle stated that the City of Blaine was defrauded \$1.2 million by a wire fund transfer and asked  
11 what practices East Bethel has in place so that the City is not defrauded in any way. He stated that it  
12 happened to a couple real estate mortgage companies a few years ago, and the proceeds were wired  
13 out to another bank and the money was lost.

14 Look stated the City has policies in place, and they have multiple eyes and signatures on the bills that  
15 come through and they are covered by insurance on this sort of issue.

16 Smith asked about what operations are being done at the area now in the off season. Look updated  
17 that they will be creating ice soon.

18 Smith was curious about the high electric bill and trash removal fee. He also asked about the  
19 Metropolitan Council SAC remittance bill. Berg clarified that built into the permit fee is the SAC fee  
20 with overage, and they get billed from the Met Council and pay out from what they took in from the  
21 application.

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

#### 25 **6.0 B Approve Meeting Minutes July 22, 2024 City Council Work Meeting**

26 Lewis requested a correction on packet page number 13, line 1, to change "it did not good" to "it was  
27 not good". He also stated that on packet page 15, line 17, to correct "lots in applied subdivision" to  
28 "lots in a platted subdivision".

29 **Lewis stated I'll make a motion to approve Item B of the Consent Agenda as corrected. Smith**  
30 **stated I'll second.** Lewis asked any discussion? To the motion, all in favor say aye. **All in favor.**  
31 Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

#### 32 **6.0 C Approve Meeting Minutes July 22, 2024 City Council Meeting**

33 Mundle stated that on page 22 of the packet, discussing the variance for 23558 Ulysses Street NE,  
34 there is some missing discussion as well as confusion about motions. Look stated that if you make a  
35 motion to get it on the table, discussion comes with it, and that is the motion that can be voted on.

36 Larson added that while it may look a little confusing, the Council did it right and DeRoche made the  
37 motion and Mundle seconded. Mundle stated that if Larson is comfortable with the minutes, he will  
38 go with it.

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

**6.0 G Approve ICMA Conference for Administrator Look 9/21-9/26**

Mundle inquired about the \$5,000 to attend a conference in Pittsburg. Look gave information about what the ICMA stands for and what they offer. He stated he is contemplating this because 2 administrations came up to him at a local government officials meeting and said that for the first couple of years he absolutely needs to be at the conference. He stated there will be legal, teamwork, and other presentations. He thinks it could be beneficial to potentially learn better and more efficient ways of conducting City business. He hopes that it will cost far less than the \$5,000, which is just a place setter.

Lewis stated that in his experience, the contacts made at these types of conferences were much more valuable than the content in most cases, but it is worth it to get firsthand experience being there.

Mundle stated it is very surprising to see a \$5,000 expenditure for this.

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

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

**7.0 A Planning Commission**

**7.0 A.1 20738 Tyler Street NE – Variance – Rear Yard Setback**

Berg presented the variance application the City received on June 12, 2024 from John Stewart for a variance to reduce the rear yard setback on his property from 10 feet to 5 feet, for the placement of a detached accessory building. Berg stated that Stewart's property is located in a Single Family R-1 Zoning District and in the Hidden Haven Country Club Estates Development where accessory structures are an approved accessory use in an R-1 Zoning District.

Berg explained that the property is recorded as .87 acres and would be permitted one detached accessory structure at a maximum square footage of 1,100 square feet by East Bethel Zoning Code.

Berg noted that documents on file with the City show that the well is located in the front yard and the SSTS (septic) is located in the southwest corner of the rear yard.

Berg stated that all properties in the Hidden Haven Country Club Estates have a platted drainage and utility easement on all lot lines of the perimeter of the properties. For maintenance, drainage and utility placement factors the city does not permit the placement of structures in drainage and utility easements. Stewart's property has a ten foot easement along the rear property line which overlaps and matches the ten foot rear yard setback required by Dity ordinance. In order to reduce the setback a variance would be required.

Berg explained to hear requests for variances from the literal provisions of the ordinance in instances where their strict enforcement would cause practical difficulties because of circumstances unique to the individual property under consideration, and to grant such variances only when it is demonstrated that such actions will be in keeping with the spirit and intent or the ordinance. Practical difficulties, as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by an official control; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the neighborhood. Economic considerations alone do not constitute practical difficulties. Berg explained the consideration of a variance requires a three-factor test for practical difficulties, as follows:

- 1       • The first factor, a test of reasonableness, means that the landowner would like to use the  
2       property in a practical way but cannot do so under the rules of the ordinance.  
3       In this case:  
4       o *Accessory structures are an approved accessory use in an R-1 Zoning District.*  
5       o *Placing the Accessory Building, as required by ordinance, would not deny the landowner*  
6       *reasonable use of their property.*  
7       o *There is 85 feet of rear yard on this property.*  
8       o *Well placement and SSTS locations do not interfere with the placement of a detached accessory*  
9       *structure in compliance with ordinance requirements.*  
10      • The second factor is that the landowner’s problem is due to circumstances unique to the  
11      property and not caused by the landowner.  
12      In this case:  
13      o *This property is 182 feet in depth and the house was placed 48 feet from the ROW, leaving 85*  
14      *feet of rear yard.*  
15      o *A majority of the lots in the development are .75 to 1 Acre in size.*  
16      o *There is a small grove of trees stretching across the rear property line.*  
17      • The third factor is that a variance would not alter the essential character of the neighborhood.  
18      This factor is used to consider whether the resulting structure will be out of scale, out of place, or  
19      otherwise inconsistent with the surrounding area.  
20      In this case:  
21      o *Every lot in the Hidden Haven Country Club Estates has a 10 foot drainage and utility easement*  
22      *following the perimeter of their property.*  
23      o *There are other accessory buildings in rear yards throughout the development however none*  
24      *required a variance for placement.*  
25      o *The proposed accessory building placement is to the rear of the house and in combination of the*  
26      *tree cover the Accessory Building would not be visible from ROW.*

27      Berg stated that on July 23, 2024, the Planning Commission held a Public Hearing which there was no  
28      public comment. After a review of the application material and discussion the Planning Commission,  
29      by a 6-0 vote recommended denial of the variance request due to a lack of practical difficulties test  
30      being met.

31      Berg stated the City Council should review the request, consider the Planning Commission’s formal  
32      recommendation and approve or deny the variance request, to reduce the rear yard setback from 10  
33      feet to 5 feet, for the placement of an Accessory Structure as presented in Resolution 2024-51A or  
34      2024-51B.

35      **DeRoche stated I’ll make a motion to open up discussion of the variance application at 20738 Tyler**  
36      **Street NE. Lewis stated I’ll second. Staff: no vote taken**

37      DeRoche asked if the applicant was planning on taking out all the trees in the back. Berg clarified that  
38      he does not, and the application suggested that by moving it back 5 feet it would better help hide the  
39      building in the trees.

40      Berg presented the proposed location of the structure, straddling the 10-foot drainage and utility  
41      easement line by 5 feet.

42      DeRoche asked if the applicant is leaving enough space in the back to maintain the shed. Berg stated  
43      that with the 10-foot set back, he would be able to.

1 Berg stated that if the City needed to do drainage or utility for easement work, his shed would be in  
 2 the way. DeRoche asked how to deal with it so that the applicant understands that if they need to get  
 3 in to do that work it is possible. Lewis added that the City can do whatever it wants, even destroy it,  
 4 and there is nothing the property owner can do about it. Look stated that the applicant would have to  
 5 move it if need be.

6 Lewis stated if the only reason was that the ordinance said a 10-foot setback, then he would not be in  
 7 favor of denying this application, but the fact that it is an easement makes him agree with the  
 8 Planning Commission’s recommendation to deny.

9 DeRoche noted that if a stipulation is added to the variance, so the applicant knows that if work has  
 10 to done, they have to be able to do it. Berg added that it would be the City’s cost to move it when it  
 11 needs to be moved, and the applicant’s responsibility to put it back if desired.

12 Larson added that by approving the variance, they would be increasing the City’s costs as well as the  
 13 difficulties of removing an accessory structure to do drainage and utility work.

14 DeRoche suggested writing in the variance that if the structure has to be moved for utilities, the  
 15 applicant is responsible for paying for it. Looks stated that could be added as a condition. Larson  
 16 added that you cannot oppose any sum upon the property owner, whether that is a reasonable  
 17 amount.

18 DeRoche discussed adding stipulations to the variances, so they are not so black-and-white. Berg  
 19 stated that the Planning Commission found no practical difficulty for the applicant.

20 Mundle stated that he sees this application as a want, not a need.

21 DeRoche brought up property on Cooper Lake and wondered why that variance was approved  
 22 without a real need. Lewis added that they did not approve it as initially requested. Mundle added  
 23 that the applicant worked with the City to come into compliance as much as he could.

24 **Lewis withdrew his second of the original motion to open discussion.**

25 **Mundle stated I’ll make a motion to approve Resolution No. 2024-51: a resolution denying a**  
 26 **variance for the reduction of the rear yard setback from 10 feet to 5 feet for the placement of an**  
 27 **accessory structure on property located at 20738 Tyler Street NE. Smith stated I’ll second.** Lewis  
 28 asked any discussion? To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That  
 29 motion passes. **Motion passes unanimously.**

30 **7.0 A.2 20063 University Avenue Ext. NE – Variance – Structure Placement**

31 Berg presented the variance application the City received on June 18, 2024, from Paulo Fanucci for  
 32 the placement of a detached accessory structure closer to the street than the primary structure due  
 33 to wetland restrictions on his property. Fanucci’s property is located in an RR Rural Residential Zoning  
 34 District.

35 Berg referenced Zoning Appendix A. General Regulations – Section 14-2.F states, “No accessory  
 36 building or detached private garage shall be located nearer the front lot line than the principal  
 37 building except when the lot is three acres or greater and the existing principal building is located a  
 38 minimum of 200 feet from the lot line. Then the accessory building or detached private garage may  
 39 be located closer to the front lot line than the principal dwelling. This property is 5.37 acres, with the  
 40 primary structure set back approximately 125 feet from the front lot line. This request does not meet  
 41 the criteria set forth to allow the structure to be placed closer to the road, so a variance would be  
 42 required for the placement of a detached accessory structure.

1 Berg stated the applicant’s property is over 5 acres in size, however, nearly two acres are wetlands/  
2 lowlands that extend from the Northeast corner of the lot diagonally to the South Property line.

3 Berg reviewed Sec. 66-255, which requires a Minimum Building and Septic System Setback from  
4 Delineated Wetland Edge of 25 feet. Additionally, since this variance request is for a placement in  
5 front of the primary residence according to Sec. 42-7 B (2) the Front Yard Setback distance for  
6 structural placement is 40 feet. Therefore, if a variance for this placement is approved the detached  
7 accessory structure would need to meet the 40-foot setback.

8 Berg explained the consideration of a variance requires a three-factor test for practical difficulties, as  
9 follows:

- 10 • The first factor, a test of reasonableness, means that the landowner would like to use the  
11 property in a practical way but cannot do so under the rules of the ordinance. It does not mean  
12 that the land cannot be put to any reasonable use whatsoever without the variance.

13 In this case:

14 *o Accessory Structures are a permitted accessory use in the RR Single Family Residential Zoning*  
15 *District.*

16 *o The SSTS (Septic System) is located on the North side of the property.*

- 17 • The second factor is that the landowner’s problem is due to circumstances unique to the property  
18 and not caused by the landowner. The uniqueness generally relates to the physical characteristics  
19 of the particular piece of property, that is, to the land and not personal characteristics or  
20 preferences of the landowner.

21 In this case:

22 *o This property is over 5 acres in size however nearly 2 acres are wetlands that extend from the*  
23 *Northeast corner of the lot diagonally to the South Property line.*

24 *o Wetland Setbacks as defined in Artic IX, Sec. 66-255 require a 25 foot setback from the*  
25 *delineated Wetland Edge.*

- 26 • The third factor is that a variance would not alter the essential character of the neighborhood.  
27 This factor is used to consider whether the resulting structure will be out of scale, out of place, or  
28 otherwise inconsistent with the surrounding area.

29 In this case:

30 *o The accessory structure will be used for general storage, allowing for personal property to not*  
31 *be visible to adjoining property and the city Right of Way, as required by Sec. 24-3A.*

32 *o Standing tree growth between the proposed detached accessory structure and the front*  
33 *property line will screen it from view from the public roadway.*  
34

35 Berg stated that on July 23, 2024, the Planning Commission held a Public Hearing which there was no  
36 public comment. After a review of the application material and discussion Planning Commission, by a  
37 6-0 vote recommended approval of the variance for the placement of a detached accessory structure  
38 nearer to Front Lot Line than Primary Structure.

39 Berg stated the City Council should review the request, consider the Planning Commission’s formal  
40 recommendation and approve the variance request as presented in Resolution 2024-49.

41 **Miller stated I’ll make a motion to approve the variance application at 20063 University Avenue**  
42 **Ext. NE. Mundle stated I’ll second.** Lewis asked any discussion?

43 Berg stated that the applicant does not really have any other choice, without driving through his front  
44 yard and over his septic system, making it pretty impossible. To the motion, all in favor say aye. **All in**  
45 **favor.** Lewis asked any opposed? That motion passes. **Motion passes unanimously.**

### 7.0 A.3 23785 Marmon Street NE – Variance – Side Yard Setback

Berg presented the variance application the City received on June 6, 2024, from Carl Mitchell to reduce the side yard setback standard from 25 feet to 10 feet on his south property line for the placement of a detached accessory structure.

Berg stated that the applicant's property is located in the Meadows of Fish Lake Subdivision and in a RR-Rural Residential zoning district where accessory structures are an approved accessory use. The property is recorded as 1.45 Acres in size and would be permitted one detached accessory structure at a maximum square footage of 1,520 square feet in size. According to Sec. 42-7 B (1) c the side yard setbacks in the RR - Rural Residential zoning districts is 25 feet.

Berg noted that this request for a reduction to the setback is due to the grade and existing elevations on the property. When the Meadows of Fish Lake Subdivision was graded by the developer in 2005 home sites were raised in order to achieve walk out basement elevations. Michell's property has an eight (8) foot elevation difference between the front of the house and the rear yard. Due to the elevation changes, a terraced boulder wall was constructed to support a driveway and parking pad which limit the buildable area available in the side yard.

Berg also noted that, additionally, the SSTS (septic) is located in the Southeast corner of the rear yard limiting the depth of the lot area available for detached accessory structure placement. In order to meet the required SSTS setbacks of 10 feet as well as the zoning requirements of Section 14-2. F which states, No accessory building or detached private garage shall be located nearer the front lot line than the principal building, a side yard setback reduction would be necessary.

Berg stated the Meadows of Fish Lake Subdivision has a platted 10-foot draining and utility easement (D&U) on the side yard property lines of all lots. For maintenance, drainage and utility placement factors the city does not permit the placement of structures in drainage and utility easements.

Berg explained the consideration of a variance requires the Planning Commission consider a three-factor test for practical difficulties, as follows:

- The first factor, a test of reasonableness, means that the landowner would like to use the property in a practical way but cannot do so under the rules of the ordinance.  
In this case:
  - o *Detached accessory structures are an approved accessory use in the RR - Rural Residential zoning district per the City Ordinance.*
- The second factor is that the landowner's problem is due to circumstances unique to the property and not caused by the landowner.  
In this case:
  - o *Elevations of the property limit area for the construction of an accessory structure.*
  - o *There are zoning regulations restricting placement of accessory structures in the front yard.*
  - o *The rear yard location of SSTS limits the depth of the lots available buildable area.*
- The third factor is that a variance would not alter the essential character of the neighborhood.  
In this case:
  - o *There are multiple detached accessory structures throughout the Meadows of Fish Lake Development.*
  - o *The accessory structure will be used for general storage, allowing for personal property to not be visible to adjoining property and the city Right of Way, as required by Sec. 24-3A.*
  - o *By maintaining the 10 foot Draining and Utility Easement distance throughout the development, the proposed structure would not alter the character of the neighborhood.*

1 Berg stated that on July 23, 2024, the Planning Commission held a Public Hearing which there was no  
 2 public comment. After a review of the application material, a discussion and hearing from the  
 3 applicant the Planning Commission, by a 5-1 vote, recommended approval of the variance request to  
 4 reduce the side yard setback standard from 25 feet to 10 feet on the South property line at 23785  
 5 Marmon St NE for the placement of a detached accessory structure.

6 Berg stated the City Council should review the request, consider the Planning Commission’s formal  
 7 recommendation and approve the variance request to reduce the side yard setback standard from 25  
 8 feet to 10 feet on the South property line at 23785 Marmon Street NE for the placement of a  
 9 detached accessory structure as presented in Resolution 2024-50.

10 **Smith stated I’ll make a motion to approve the variance for 23785 Marmon Street NE, Resolution**  
 11 **2024-50. Miller stated I’ll second.** Lewis asked any discussion?

12 Smith stated he was out at the property today and the applicant has no room because of the boulder  
 13 wall. Berg clarified that the applicant has proposed a 1,200 square foot detached accessory building  
 14 and showed the Council where the applicant is proposing to put the accessory building.

15 To the motion, all in favor say aye. **All in favor.** Lewis asked any opposed? That motion passes.  
 16 **Motion passes unanimously.**

17 **7.0 B Economic Development Authority**

18 None.

19 **7.0 C Park Commission**

20 None.

21 **8.0 Department Reports**

22 **8.0 A Community Development**

23 **8.0. A.1 Rezoning – R-2 to B-2 West Highway 65 – Klondike Drive to 207<sup>th</sup> Avenue NE**

24 Berg noted that this item was discussed at the March 11, 2024 Council Work Meeting with staff  
 25 direction to explore the requirements to initiate rezoning to include MET Council requirements,  
 26 public hearings and possible Comprehensive Plan Amendments.

27 Berg stated that City staff have received requests from the owner of 20454 Highway 65 NE (Hunter’s  
 28 Inn) for a rezoning of the property in order to facilitate the sale of the property. This property,  
 29 although once an active commercial use in a residential zone, has been discontinued for more than  
 30 365 days. As a non-conformity it loses its ability to be used as a non-conformity after 1 year of  
 31 discontinued use. This provision is contained in East Bethel Ordinance and State Statute.

32 Berg added that, City staff have responded to zoning information requests for the property at 1351  
 33 Klondike Dr. NE, which is also currently on the market for sale. As a corner lot it may have more value  
 34 as a commercial parcel than a residential parcel due to its proximity to Highway 65.

35 Berg stated these two properties are located in a larger area, approximately 120 acres, zoned Single  
 36 Family and Townhome Residential (R-2) which stretches from Klondike Drive NE north to the area of  
 37 207th Ave NE. Although there are two single family residential parcels directly on Hwy 65 in this R-2  
 38 Zone, it also contains the over 35 acre U-Pull R-Parts Salvage Yard parcel which was approved by a  
 39 Conditional Use Permit on July 17, 1996, when this area was a B-2 Zone.

40 Berg noted that according to Anoka County Tax Assessor Alex Guggenberger, as long as the existing  
 41 use of a property remains the same use, the tax classification would remain the same. Tax  
 42 classification is how a property is assessed, not the underling zoning designation. The properties

1 zoning designation might change but that would not change the actual use or tax classification. The  
2 underlining zoning classification helps determine the Highest and Best Use of a property from a  
3 valuation perspective. If a rezoning were to be approved, the two residences located in the area  
4 would be allowed to remain as residential uses, located in a Commercial Zone and taxed as a  
5 residential use.

6 Berg stated that this rezoning would also create a continuous Commercial Zone on the west side of  
7 Highway 65 from Sims Road NE south to 197<sup>th</sup> Avenue NE.

8 Berg stated that Eric Wojchik, the City's Met Council Sector Representative, has been consulted and  
9 does not believe they would be opposed to a rezoning of this area as it is currently outside of the  
10 MUSA area. In the City's 2040 Plan, commercial and industrial development is allowed with the  
11 Future Growth Area, provided each site can be supported by a viable septic system. Staff are waiting  
12 on a more definitive answer to determine if this change will require an Administrative Comp Plan  
13 Amendment now or if this can be updated during the next required update since the change is  
14 outside the MUSA boundaries.

15 Berg referenced Section 04 -11. B1 - Zoning Ordinance text and map amendments. An amendment to  
16 the text of this chapter or a change in the boundaries or designations in the official zoning map may  
17 be initiated by a simple majority of the City Council.

18 Berg stated that the City staff are requesting the City Council, as required by city ordinance, provide  
19 formal direction to staff to take the steps necessary to rezone this area from Single Family and  
20 Townhome Residential (R-2) to Central Business (B-2) District, in order to better align the use in this  
21 area with the City's overall goals. In addition to the rezoning, staff are seeking formal direction, if  
22 necessary, to complete the accompanying Comprehensive Plan Amendment steps.

23 **DeRoche stated I'll make a motion to approve staff to engage in the necessary steps and processes**  
24 **to rezone the area from R-2 to B-2. Miller stated I'll second.** Lewis asked any discussion?

25 DeRoche stated he would like to see the specs of the pipes because they were told in the past that  
26 the sewer water and the pipe put in there was not big enough to handle that much. Look updated  
27 that the Engineer Jochum is confident in the capacity of that sewer line to feed this area.

28 DeRoche stated that Johnson Road is considered "the road going nowhere" because of the dead ends  
29 on both sides. Berg stated that according to the Met Council making a transition to business or  
30 industry in the future use area, they would not get in the way of the City doing that.

31 DeRoche stated he has been looking at this stuff since 2011 and the reasoning behind doing what  
32 they did. He noted high-density housing would bring more than housing as far as connections. Berg  
33 stated he was not sure if anyone would want to rent near a salvage yard. He stated he has a problem  
34 with somebody coming in and requesting to rezone so they can sell it.

35 Berg stated that they looked at rezoning Hunter's Inn in isolation as a business and ran that by the  
36 City Attorney, but thought spot zoning could be applied to that area. He stated he guarantees that  
37 they will hear from both of the occupied residents at the public hearing, worried about their taxes  
38 and how they will be assessed.

39 Lewis is surprised that discussion on the east side of Highway 65 has not come up. Berg clarified that  
40 it is already zoned B-2. Lewis stated it has an odd zoning to it.

41 DeRoche stated that originally when the sewer and water came in, the estimates were 19,000  
42 connections between the south end of the sewer water district and 241<sup>st</sup> Avenue. He added that if

1 they keep rezoning, they are cutting back on residential, density that was originally planned to take  
2 up sewer water connections.

3 Look stated that he thinks it is important to have a healthy balance between commercial/industrial  
4 and residential and this a down stroke in the commercial/industrial part after two rather large  
5 housing projects have been approved. He also stated that having housing adjacent to Highway 65  
6 could spawn a sound wall, which is very expensive.

7 Miller inquired if doing this rezoning they will be in a stronger position when lobbying for the \$12  
8 million for the water tower and school system. Look clarified that after discussion with Met Council,  
9 they need more flow to make their plant operate more efficiently, and they believe that a  
10 commercial/industrial part would create that additional flow and the Met Council would be willing to  
11 help lobby for the water components that are needed provided the sewer has the capacity.

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

14 **8.0 B Engineer Report**

15 None.

16 **8.0 C City Attorney**

17 None.

18 **8.0 D Finance**

19 None.

20 **8.0 E Public Works**

21 None.

22 **8.0 F Fire Department**

23 None.

24 **8.0 G City Administrator Report**

25 **8.0 G.1 Set Fall Town Hall Meeting Date**

26 Look stated that the Fall Town Hall meeting is held in November and is proposed for a date after the  
27 General Election that doesn't conflict with any other municipal or School District meetings. Staff has  
28 reviewed and found there to be no conflicts with the evening meeting schedules for ISD #15, ISD  
29 #831, or any East Bethel Commissions or Committees in November 2024 for the dates listed below.

- 30 • Thursday, November 14<sup>th</sup>
- 31 • Wednesday, November 20<sup>th</sup>
- 32 • Wednesday, November 27<sup>th</sup>
- 33 • Tuesday, November 19<sup>th</sup>
- 34 • Thursday, November 21<sup>st</sup>

35 Lewis stated his first choice is Wednesday, November 20<sup>th</sup>. All other Councilmembers agreed.

36 **9.0 – Other Items**

37 **9.0 A Staff Report**

38 Look updated that the Coon Lake Beach Park dedication was well-attended. He also updated that  
39 they are working on a Capstone Development Agreement which will identify what the City will  
40 require the developer to do. He stated two Staff members were present for the absentee voting  
41 which took place last Saturday, and 1 person came in to vote. He reminded everyone to vote in the  
42 primary tomorrow.

1 **9.0 B Council Reports**

2 DeRoche stated that someone left a set of keys by the boat landing on the County Park side. The  
3 lanyard was wrapped on the post, if anyone is missing their keys.

4 Miller pointed out that the Coon Lake Beach project was heavily influenced by East Bethel residents,  
5 and it is a testament to what can be done when there is teamwork.

6 **10.0 Adjourn**

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

9 Meeting adjourned at 8:22 p.m.

10 Submitted by:

11 Lilian Rokosz

12 *TimeSaver Off Site Secretarial, Inc.*

**UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION  
JOINT POWERS AGREEMENT**

THIS UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and among the local government units of the City of Bethel, City of East Bethel, City of Ham Lake, City of Nowthen, City of Oak Grove, and City of St. Francis. The purpose of this Joint Powers Agreement is to continue the Water Management Organization previously established by the local government units to assist them with surface water, ground water, water quality, and water usage issues. The named local government units may hereinafter be referred to individually as a “party” or collectively as the “parties.”

**RECITALS**

- A. The parties have elected to exercise their authority under the Metropolitan Surface Water Management Act contained in Minnesota Statutes, sections 103B.201 to 103B.255 (“**Act**”) to establish the Upper Rum River Water Management Organization (“**WMO**”), a joint powers watershed management organization, to cooperatively manage and plan for the management of surface water within the watershed.
- B. The parties have authority pursuant to Minnesota Statutes, section 471.59 to enter into a joint powers agreement to jointly exercise any power common to the parties and are expressly authorized by the Act to form the WMO.
- C. The parties have previously acted pursuant to its authority to establish the “Upper Rum River Watershed Management Organization Board” (“**Board**”) and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the WMO.
- D. The Board has previously acted to adopt a watershed management plan (“**Watershed Management Plan**”) for the watershed.
- E. The parties desire to enter into this Agreement to reaffirm the WMO and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage and implement program in accordance with the Act and Minnesota Rules, chapter 8410.

**AGREEMENT**

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

**SECTION I**  
**Establishment and General Purpose**

1.1 Establishment: The establishment of the “Upper Rum River Water Management Organization” is hereby reaffirmed in accordance with the Act and such other laws and rules as may apply. The official office of the WMO shall be the Oak Grove City Hall, 19900 Nightingale St NW, Oak Grove, MN 55011. All notices required under this Agreement shall be delivered or served at said office. The Board may change the location of the office as it determines it needed. Upon any such change the Board shall provide written notice to the parties of the new location.

1.2 Purpose: It is the general purpose of the parties to this Agreement to continue the Board the parties established to jointly and cooperatively develop a Watershed Management Plan for the WMO to carry out the purposes identified in Minnesota Statutes, section 103B.201. The plan and programs shall operate within the boundaries of the Upper Rum River Watershed as identified in the official map attached hereto as Appendix 1 (“Area”). The boundaries of the Area are subject to change utilizing the procedure set out in Minnesota Statutes, section 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

**SECTION II**  
**Upper Rum River Watershed Management Organization Board**

2.1 Establishment: The parties hereby reaffirm the establishment and continued operation of the “Upper Rum River Watershed Management Organization Board” in accordance with the Act. Each party to this Agreement is a member of the Board, which shall carry out the purposes and have the powers as provided herein.

2.2 Joint Board: The WMO is governed by the Board, which is comprised of up to eight (8) members (individually a “**Board Member**” and collectively the “**Board Members**”) appointed by the parties. The Board has the duties and powers as provided in state law and this Agreement.

2.3 Board Membership: Each party shall appoint two (2) members to represent it on the Board, one of which shall be the mayor or councilmember of the city or an elected or appointed official of the town board. Each party shall notify the Board of each Board Member it appoints by providing it a copy of the appointment resolution or a copy of the meeting minutes at which the appointment occurred. Each Board Member shall have one (1) vote on the Board and must be present to vote. The authority of a Board Member to vote shall be suspended if the appointing party is delinquent in making any payments due to the WMO. The voting authority of the Board Member shall be restored once the party pays all past due amounts.

2.4 Alternate Board Members: Each party may appoint one alternate member (“**Alternate Member**”) to the Board in the same manner required to appoint a Board Member. The Alternate Member is authorized to attend and vote at a Board meeting in the absence or disability of the appointing party’s Board Member. If the absent Board Member is also an officer of the Board, the Alternate Member shall not be entitled to serve as such officer. If necessary, the Board may select a current Board Member to temporarily undertake the duties of the absent officer. Alternate board members are intended to serve only for short term absences of the Board

Member of less than five missed meetings. In the case of longer term absence, the appointing authority shall consider replacing the Board Member.

2.5 Term: Board Members serve indefinite terms as determined by the appointing party. A party may remove its Board Member or Alternate Member as provided in Minnesota Statutes, section 103B.227, subdivision 3. The party shall notify the Board of the removal in writing within ten (10) days of acting to remove the Board Members. The appointing party shall act to fill the vacancy as provided in this Agreement.

2.6 Vacancies: The Board shall notify the Board of Water and Soil Resources of member appointments and vacancies in member positions within 30 days. The party with the vacancy on the Board shall act to fill it by appointment within 90 days after the vacancy occurs. The party is required to follow the procedures set out in Minnesota Statutes, section 103B.227 to fill the vacancy.

2.7 Compensation and Expenses: Board Members shall not be entitled to compensation or reimbursement for expenses incurred in attending meetings from the WMO. Nothing herein prohibits a party from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Board Members.

2.8 Officers: The Board shall elect from its membership a Chair, a Vice-Chair, a Secretary, and a Treasurer. All such officers shall hold office for a term of one (1) year and until their successors have been qualified and duly elected by the Board. An officer may serve only while a member of the Board. A vacancy in an officer position shall be filled from the membership of the Board by election for the remainder of the unexpired term of such office.

2.9 Duties of Officers: The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, sign checks, and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the WMO, Board meeting minutes, ensure meetings are properly noticed, maintain a copy of the schedule of regular meetings, countersign documents with the Chair when required, and performs such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Secretary will customarily delegate the following to a contracted recording secretary or watershed coordinator: preparation of meeting minutes, public notices of meetings, maintaining records of the organization, maintaining a copy of the regular meeting schedule, and making a good faith effort to notify board members of a meeting cancellation. The Treasurer shall oversee the WMO's budget and finances, sign checks, and performs such other duties as assigned by the Board.

2.10 Quorum: A majority of the Board Members shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of the quorum is required for the Board to act unless a higher number of votes is required by this Agreement or by law. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Board Members required for a quorum.

2.11 Meetings:

- A. Regular Meetings. The Board shall develop a schedule of its regular meetings and post the schedule on the WMO's website. The Chair and Vice-Chair may cancel a meeting due to a lack of business items.
- B. Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the WMO. A special meeting may be called by the Chair or by any two Board Members. The Secretary or their delegate shall post and provide notice of special meetings to the Board Members.
- C. Annual Meeting. The Board shall hold an annual meeting in or around May. At the annual meeting the Board, at a minimum, shall:
  - 1. Elect officers for the next fiscal year;
  - 2. Establish the annual budget and work plan;
  - 3. Hear recommendations on amendments to this Agreement and the Watershed Management Plan;
  - 4. Biennially renew or decide on contracts for professional, legal, and administrative services;
  - 5. Decide on regular meeting dates; and
  - 6. Select a newspaper of record and designate the bulletin board for the posting of public notices.
- D. Location. The Board shall conduct its meetings at the location designated by the Board, which shall constitute its regular meeting location. The Board may change the location of its regular meeting or for one or more particular meetings.
- E. Compliance. Board meetings shall be noticed and conducted in accordance with the requirements of the Minnesota Open Meeting Law (Minnesota Statutes, chapter 13D). The official posting place for notices shall be the meeting location designated by the Board for its regular meetings. Meeting notices will also be posted on the WMO's website.
- F. Conduct of Meetings: The Board may adopt rules of order and procedure for the conduct of its meetings. The Board may adopt any such rules upon a majority vote of all the Board Members. In accordance with Minnesota Statutes, section 103B.211, subdivision 1(c), decisions by the Board may not require more than a majority vote, except a decision on a capital improvement project may require up to a two-thirds vote if expressly required in the Board's rules. This limitation

does not apply to votes required by the parties under this Agreement, which may expressly require a unanimous vote by all parties.

### **SECTION III** **Board Powers and Duties**

3.1 Authority: The Board shall have authority provided for in this Agreement and the Act, subject to any limitations contained in this Agreement. The Board's authority includes, but is not limited to, the following:

- A. The authority to prepare, adopt, and implement a plan for the Upper Rum River Watershed that satisfies the requirements of Minnesota Statutes, section 103B.231;
- B. The authority to review and approve local water management plans as provided in Minnesota Statutes, section 103B.235, subdivision 3;
- C. The authority to contract for services, including with a party, as needed to carry out its duties and may employ such other persons as it deems necessary. Where staff services of a party are contracted, such services shall not reduce the financial commitment of such party to the operating fund of the Board unless the Board so authorizes;
- D. The authority to work cooperatively with other watersheds and, if unanimously approved by the parties, to participate in a comprehensive watershed management planning program provided for in Minnesota Statutes, section 103B.801; and
- E. The Board shall have such other powers necessary to exercise the authorities provided in this Agreement and may take such actions as are reasonably necessary and convenient to carry out the purpose of this Agreement.

3.2 Watershed Management Plan: The Board shall update as needed and administer the Watershed Management Plan for the Upper Rum River Watershed. The Watershed Management Plan shall comply with Minnesota Statutes, section 103B.231, subdivision 4, Minnesota Rules, chapter 8410, and other applicable laws.

3.3 Committees: The Board may appoint such committees and subcommittees as it deems necessary. The Board shall establish a citizen advisory committee and technical advisory committee and promote other means of public participation.

- A. Citizen and/or technical advisory committees will be formed from time-to-time as deemed appropriate by the Board and shall be issue-specific. Committees may be formed that include both citizens and technical experts. Committees shall operate by seeking consensus, while noting any dissenting opinions. Committee findings shall be reduced to writing and submitted to the Board. In all cases, committees shall be advisory in nature and their findings shall be referred to the Board. Issues

that may warrant formation of advisory committees include, but are not limited to, the following: amendments or updates to the WMO's Watershed Management Plan; lake level or water quality issues; a total maximum daily load (TMDL) impaired waters study or implementation of the study; capital improvement projects; major hydrological changes in the watershed; and others as deemed appropriate by the Board.

- B. Technical advisory committees shall include technical experts in areas relating to land use, natural resources, pollution control, and soil and water resources.
- C. Citizen advisory committees shall include residents and elected officials from the affected area including, but not limited to, homeowners, business owners, lake association or lake improvement district representatives, and others as may be selected by the Board.
- D. All advisory committees shall include at least one Board member.

3.4 Rules and Regulations: The Board may prescribe and promulgate such rules and regulations as it deems necessary or expedient to carry out its powers and duties and the purpose of the Agreement.

3.5 Review and Recommendations: Where the Board is authorized or requested to review and make recommendations on any matter relating to the Watershed Management Plan, the Board shall act on such matter within 60 days of receipt of the matter referred. Failure of the Board to act within 60 days shall constitute a recommendation of approval of the matter referred, unless the Board requests and receives from the referring unit of government an extension of time to act on the matter referred. Such extension shall be in writing and acknowledged by both parties.

3.6 Ratification: The Board may, and where required by this Agreement shall, refer matters to the governing bodies of the parties for review, comment, or action.

3.7 Financial Matters:

- A. Method of Operation. The Board may collect and receive money and contract for services subject to the provision of the Agreement from the parties and from any other sources approved by the Board. The Board may incur expenses and make disbursements necessary and incidental to the effectuation of the purposes of this Agreement. Funds may be expended by the Board in accordance with procedures established herein. Checks shall be signed by the Chair and Treasurer. The Board may appoint another member to sign checks on behalf of the Chair or Treasurer when either is not available to sign. Other legal instruments shall, upon Board approval, be executed on behalf of the Board by the Chair or Vice-Chair and countersigned by the Secretary.
- B. Budgeting.

1. Prepared. The WMO's fiscal year shall be the calendar year. On or before June 1<sup>st</sup> of each year, the WMO shall prepare a work plan and budget for the following year. The annual budget shall provide details to support the proposed revenues and expenditures for the WMO. This detail shall be sufficient to meet standard budget and/or accounting principles generally recognized for governmental organizations. Expenditures may include administrative expenses, plan development costs, review expenses, capital improvement costs, and insurance costs. A majority vote of the Board is required to approve the proposed work plan and budget.
2. Party Review. The Board shall forward the approved proposed budget to the parties for review and ratification along with a statement showing each party's proposed share of the budget. Within 60 days of receipt of the proposed budget, each party shall communicate its ratification of the budget or provide a written explanation of any objections or concerns it has regarding the proposed budget. No party may withhold ratification solely based on objections to the terms of this Agreement or to matters that do not directly relate to a budgeted item to be funded entirely by the parties. Any party that fails to respond within that period shall be deemed to have ratified the proposed budget. The Board shall consider any written objections or concerns received from a party and shall provide a written response that is copied to all of the parties. If the response includes any proposed changes in the proposed budget, the parties shall act on ratifying the revised budget within 30 days.
3. Adoption. The proposed budget shall be deemed approved upon ratification by all of the parties. If only one party refuses to ratify the proposed budget, the previous year's budget shall be extended to the current fiscal year together with any increases in the proposed budget, but the total of all such increases shall not exceed 10% of the total community contributions for that year as represented in the currently approved Watershed Management Plan. If the proposed budget contains a total increase of more than 10% of the total community contributions for the year as represented in the currently approved Watershed Management Plan, the Board shall reduce it as needed so the approved budget meets this criterion. The proposed budget, with any required reductions, shall become the adopted budget. If a party refuses to ratify the proposed budget for three consecutive years, that party is required to participate in mediation with the representatives of the other parties as provided in Section 7.1 of this Agreement, unless a majority of the other parties elect not to require mediation. The purpose of the mediation is to identify and resolve the specific reasons causing the party to not ratify the budgets. Engaging in mediation, or the failure to reach agreement in mediation, does not delay or alter the process set out in this paragraph for reaching an approved budget regardless of one party's refusal to ratify it.

4. Payment. The Board shall certify the approved budget to each party together with a statement showing the budgeted amounts applicable to each party. Each party shall pay to the WMO the amount owing in two (2) equal installments, the first on or before January 15 and the second on or before July 15 in accordance with the tax year for which the amount due is being paid.
5. Failure to Pay. Any party who is more than 60 days in default in paying its share to the WMO's general fund shall have the vote of its Board Members suspended pending the payment of its proportionate share. Any Board Member whose vote is under suspension shall reduce the number required for a quorum and to act on matters before the Board.

C. Party Contributions. The budget will include a work plan and operating costs in accordance with the following.

1. Work Plan Budget. Each party's percentage share of the Board's work plan (non-operational) budget for which they are responsible shall be as follows:

$((PA / WA) + (PV / WV)) / 2 =$  the party's percentage share of the organization's non-operating budget.

PA = Party's area within the watershed organization area

WA = Watershed organization area

PV = Party's market valuation within the watershed organization area

WV = Market valuation of the watershed organization area

The Board will calculate updated percentage contributions Parties every fifth year.

2. Operating Costs Budget. Each party's percentage share of the operating costs for which they are responsible shall be as set out below. Operating costs included in this budget are defined as copies, postage, recording secretary fees, insurance, and administrative fee charged to each party. The administrative fee may include fees for general administrative services, annual reporting to the State and parties, providing required public notices, and required advertisement for secretarial or administrative professional services.

Operating budget / Number of Parties = each party's percentage share of the organization's operating budget.

- D. Review Services. When the Board is authorized or requested to undertake a review and submit recommendations to a party as provided in this Agreement, the Board shall conduct such review, without charge, except as provided below. Where the project size and complexity of review are deemed by the Board to be extraordinary and substantial, the Board may charge a fee for such review

services, the amount to be based upon direct and indirect costs attributable to that portion of review services determined by the Board to be extraordinary and substantial. Where the Board determines that a fee will be charged for extraordinary and substantial review services, or where the flowage enters the Upper Rum River, but the entity is not a member of the Upper Rum River Watershed Management Organization Board, the entity to be charged shall receive written notice from the Board of the services to be performed and the fee therefore, prior to undertaking such review services. Unless the entity to be charged objects within fifteen (15) days of receipt of such written notice to the amount of the fee to be charged, such review services shall be performed and the entity shall be responsible for the cost thereof. If the entity to be charged objects to the proposed fee for such services with fifteen (15) days and the entity and the Board are unable to agree on a reasonable alternative amount for review services, such extraordinary and substantial review services shall not be undertaken by the Board. Payment for such services shall be in advance of any work performed.

3.8 Annual Audit: The Board shall prepare a comprehensive financial report on operations and activities at the frequency required by law. An audit, by an independent accounting firm or the State Auditor, shall be provided for that includes a full and complete audit of all books and accounts the Board is charged with maintaining. Such audit shall be conducted in accordance with generally accepted auditing principles and guidelines. A copy of the financial report and auditor's statement shall be provided to all parties to this Agreement and to the Board of Water and Soil Resources. The report to the Board of Water and Soil Resources shall include an annual activity report. All books, reports and records of the WMO shall be available for and open to examination by any party at all reasonable times.

3.9 Gifts and Grants: The Board may, within the scope of this Agreement, accept gifts, may apply for and use grants of money or other property from the United States, the State of Minnesota, a local government unit or other governmental unit or organization or any person or entity for the purpose described herein. The Board may enter into any reasonable agreement required in connection therewith. The Board shall comply with any laws or regulations applicable to grants, donations, and agreements. The Board may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, or agreement relating thereto.

3.10 Contracts. The Board may make such contracts and enter into any such agreements as it deems necessary to make effective any power granted to it by this Agreement. Every contract for the purchase or sale of merchandise, materials, or equipment by the Board shall be let in accordance with the Uniform Municipal Contracting Law, Minnesota Statutes, Section 471.345 and the Joint Exercise of Powers Statute, Minnesota Statutes, Section 471.59. No member or employee of the Board or officer or employee of any of the parties shall be directly or indirectly have an interest in any contract made by the Board.

3.11 Works of Improvement: Works of improvement for protection and management of the natural resources of the Area including, but not limited to, improvements to property, land acquisition, easements, or right-of-way, may be initiated by:

- A. Inclusion in the Watershed Management Plan;
- B. Majority vote of the Board for projects using less than \$10,000 in funds from the Parties;
- C. Recommendation of the Board to a party or parties; or
- D. Petition to the Board by the governing body of a party or parties.

Where works of improvement are recommended by the Board, the Board shall first determine whether such improvement will result in a local or regional benefit to the area. Where the Board determines that the benefits from the improvement will be local or not realized beyond the boundaries of the party in which the improvement is to be established, the Board may recommend such improvement to the governing body of the unit of government which the Board determines will be benefited. The recommendation shall include the total estimated cost of the improvement and a detailed description of the benefits to be realized.

Where the Board determines that the benefits from the improvement will be beyond the local unit or beyond the boundaries of the party in which the improvement is to be established, the Board may recommend such improvement to each party to this Agreement which the Board determines will be benefited thereby. The recommendation of the Board shall include the total estimated cost of the improvement, a description of the extent of the benefits to be realized by each party to this Agreement and the portion of the cost to be borne by each party benefited in accordance with the benefit of party to this Agreement.

Each party to whom the Board submits such recommendation shall respond within 60 days from receipt of such recommendation. Where the Board determines that the benefits of such improvement will be local, the unit of government to whom such recommendation is made may decline to ratify and undertake said improvement. Where the Board determines that the benefits of such improvement will be regional, all Parties to this Agreement must ratify the project proposal before any project is moved forward by the Board. Should the project not be ratified by all Parties to this Agreement, the Board shall continue to review and recommend alternative methods of cooperation and implementation among those parties ratifying the recommendation of the Board, unless and until the Board determines that said improvement is no longer feasible.

When works of improvement are initiated by a Party to this Agreement, a copy of the proposed project shall be submitted to the Board for review and comment. The Board shall review and make recommendations on the proposed improvement and its compliance with the Board's management plan.

When a proposed improvement may be eligible for grant funds, the Board may apply. Any local matching funds committed must be in an approved Board budget, in the Watershed Management Plan, or secured by a written commitment from other sources.

Projects on real property require a written maintenance agreement.

3.12 Property Entry: The Board or its agents may enter upon lands within or without the Upper Rum River Watershed to make surveys and investigations to accomplish the purpose of the Board. The Board shall be liable for actual damages resulting there from. But every person who claims damages shall serve the Chair or Secretary of the Board with a notice of claim as required by Minnesota Statutes, section 466.05. The Board shall obtain court orders authorizing and directing such entries when necessary due to refusals of landowners to allow the same.

3.13 Indemnification: Any and all claims that arise or may arise against the WMO, its agents or employees as a consequence of any act or omission on the part of the WMO or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the parties. The WMO shall indemnify, hold harmless and defend the parties, their officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the parties, their officers, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the WMO, its agents or employees in the execution, performance, or failure to adequately perform the WMO's obligations under this Agreement. The WMO's duty to indemnify does not constitute, and shall not be construed as, a waiver by either the WMO or any or all parties of any exemptions, immunities, or limitations on liability provided by law or of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a. To the fullest extent permitted by law, this Agreement and the activities carried out hereunder thereof are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they, together with the WMO, shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. For purposes of the statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other parties.

3.14 Insurance: The Board shall at all times during the term of this Agreement keep in force such insurance policies as it determines are needed, including general liability coverage in the amount of the applicable limit of liability established in Minnesota Statutes, section 466.04. Any policy obtained and maintained under this section shall provide that it shall not be cancelled, materially changed or not renewed without a minimum of thirty (30) days prior notice thereof to each of the parties. The Board will furnish the parties with certificates of insurance listing each party to the Agreement as an additional insured.

#### **SECTION IV** **Termination and Withdrawal**

4.1 Termination: This Agreement may be terminated by approval of two-thirds vote of the governing bodies of each party hereto, provided that all such approvals occur within a ninety (90) day period.

4.2 Party Withdrawal: Withdrawal of any party may be accomplished by filing written notice with the Board and the other parties sixty (60) days prior to the effective date of termination. No party may withdraw from this Agreement until the withdrawing party has met its full financial obligations through the effective date of such withdrawal.

**SECTION V**  
**Dissolution of WMO**

5.1 Dissolution:

- A. Occurrences. The WMO shall be dissolved under any of the following occurrences:
1. Upon termination of this Agreement;
  2. Upon unanimous agreement of all parties; or
  3. Upon the membership of the WMO being reduced to fewer than three (3) parties.
- B. Process. At least 90 days notice of the intent to dissolve shall be given to affected counties and the Board of Water and Soil Resources. Upon dissolution, all personal property of the Board shall be sold, and the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to the parties after all outstanding obligations of the WMO have been paid. Such distribution of Board assets shall be made in proportion to the total contributions to the WMO for such costs made by each party. All amounts due and owing to the WMO by any party shall continue to be the lawful obligation of the party and shall be paid before being eligible to receive any distribution of assets.

**SECTION VII**  
**General Provisions**

7.1 Mediation: The parties agree that any controversy that cannot be resolved between parties shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all parties. If the parties are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.

7.2 Data Practices: The WMO shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). Any entity with which the WMO contracts is required to comply with the Act as provided in Minnesota Statutes, section 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the WMO to respond to it.

7.3 Amendments: The Board may recommend changes and amendments to this Agreement to the governing bodies of the parties. Amendments shall be adopted by all governing bodies of the parties. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if

no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

7.4 Waiver: The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

7.5 Headings and Captions: The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.

7.6 Entire Agreement: This Agreement, including the recitals, contains the entire understanding among the parties concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the parties regarding the WMO and such prior agreement is hereby terminated. Any outstanding obligations of the parties under the prior agreement are not affected by the termination and shall be continued under this Agreement.

7.7 Examination of Books: Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Board are subject to examination by the State.

7.8 Governing Law: The respective rights, obligations, and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.

7.9 Counterparts: This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the parties hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all parties.

IN WITNESS OF, the parties hereto have executed this Agreement effective as of the \_\_\_\_ day of \_\_\_\_\_ 2024.

CITY OF BETHEL

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

CITY OF EAST BETHEL

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

CITY OF HAMLAKE

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

CITY OF NOWTHEN

By: \_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Township Clerk

CITY OF OAK GROVE

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

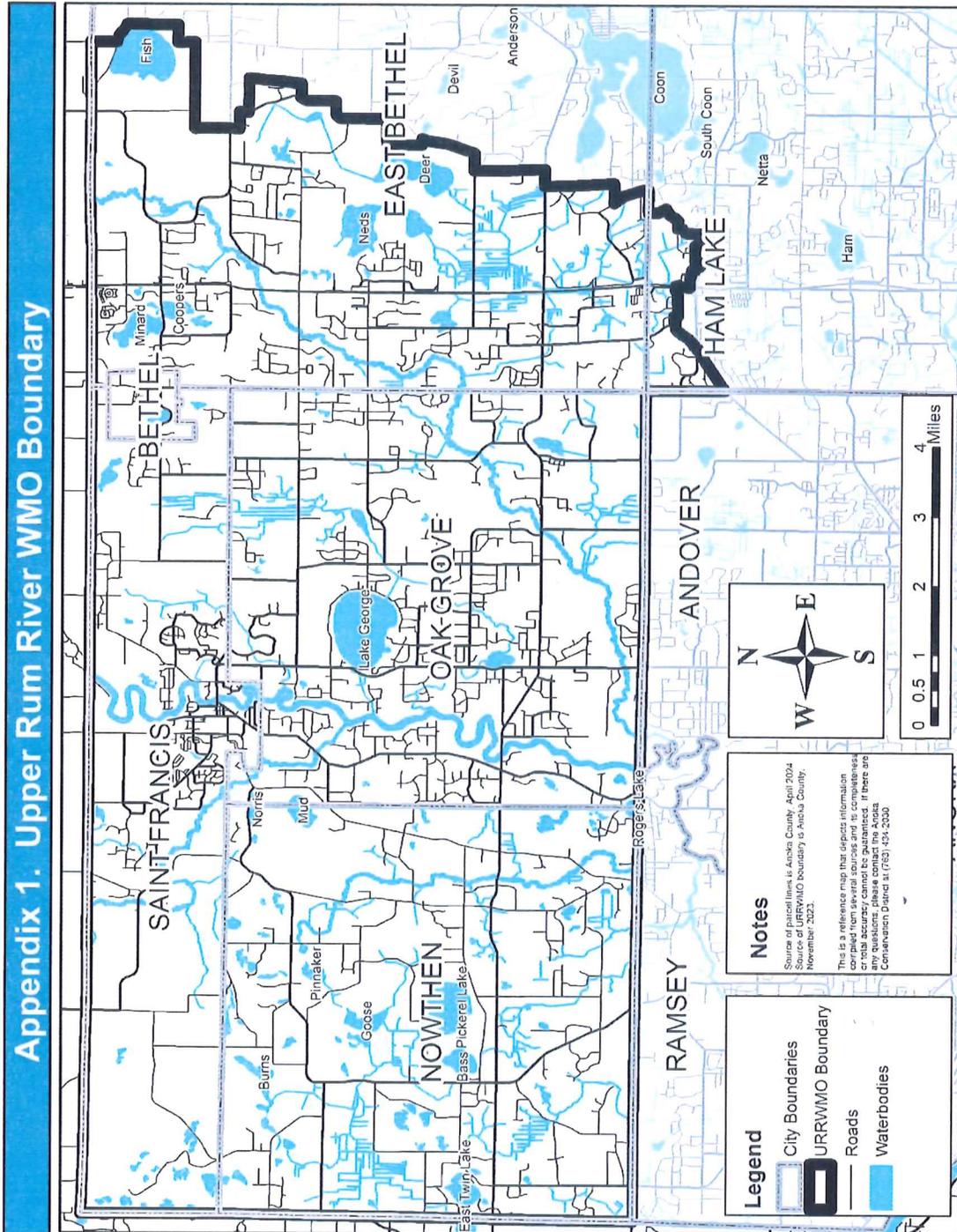
CITY OF ST. FRANCIS

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

Appendix 1  
URRWMO AREA BOUNDARIES



**PROPERTY ADDRESS:**  
725 Sims Road NE.  
East Bethel, MN 55011

**EXISTING LEGAL DESCRIPTIONS:**

# PROPERTY LINE RE-ALIGNMENT SURVEY

**PROPERTY ADDRESS:**  
737 Sims Road NE.  
East Bethel, MN 55011

**For: Robert Karasch and Brian Dehaven**

Owner: Robert Karasch, Parcel A-1 (07-33-23-43-0009):

The East 300.00 feet of the West 960.00 feet of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota.

Owner: Brian Dehaven, Parcel B-1 (07-33-23-43-0010):

The Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, Except the West 960.00 feet thereof.

**PROPOSED LEGAL DESCRIPTIONS:**

Parcel B-2 (To be transferred to Robert Karasch):

That part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, lying east of the West 960.00 feet thereof and north of the South 379.50 feet of said Southwest Quarter of the Southeast Quarter.

Parcel A (Combined A-1 and B-2):

The East 300.00 feet of the West 960.00 feet of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota.

AND

That part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, lying east of the West 960.00 feet thereof and north of the South 379.50 feet of said Southwest Quarter of the Southeast Quarter.

Parcel B: (to be retained by Brian Dehaven):

That part of the South 379.50 feet of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, lying east of the West 960.00 feet thereof.

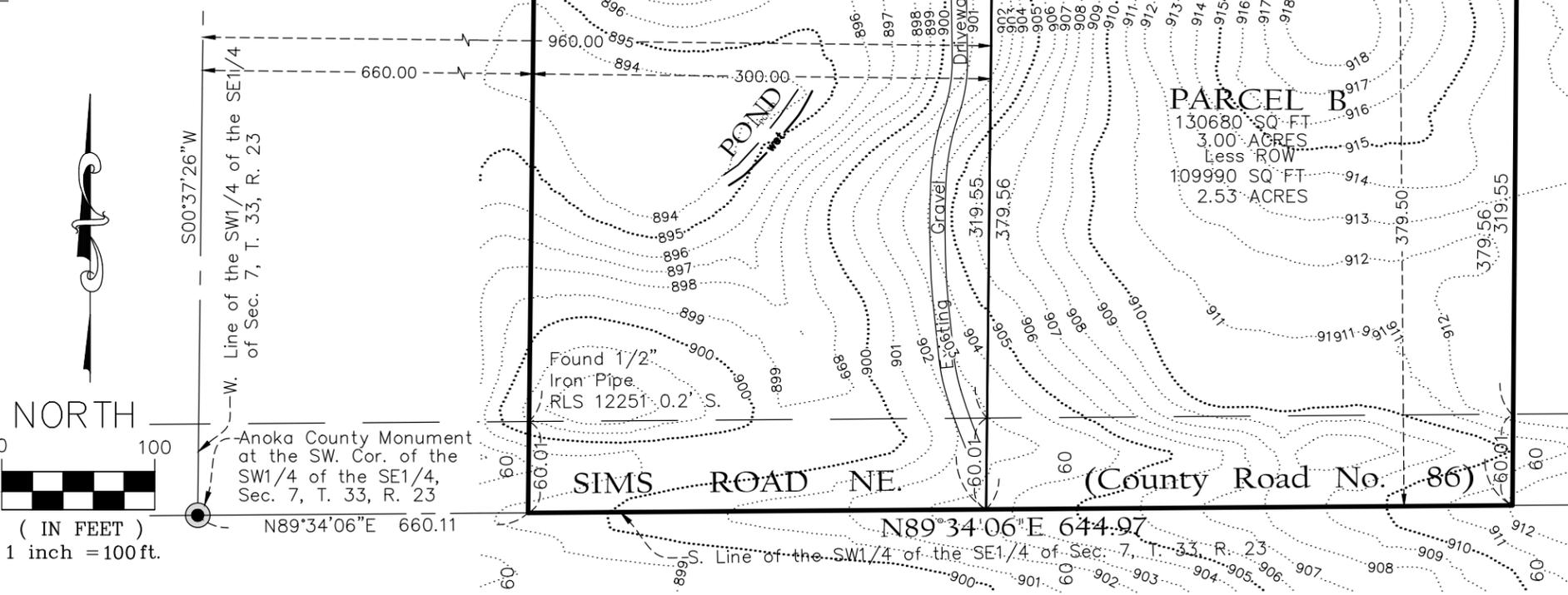
Surveyor: Lyle C. Reynolds, LS  
Acre Land Surveying, Inc.  
26450 Rum River Dr. NW.  
Isanti, MN 55040  
Phone: 763-439-2702

Fee Owner: Robert Karasch  
725 Sims Road NE.  
East Bethel, MN 55011  
Phone: 612-865-6947  
Parcel #: 07-33-23-43-0009

Fee Owners: Brian Dehaven  
737 Sims Road NE.  
East Bethel, MN 55011  
Parcel #: 07-33-23-43-0010

### NOTES

- No current field work has been done while preparing this Sketch and Description.
- Bearings shown are based on Anoka County Datum.
- Existing Zoning in SFR(Single Family Residential).
- Contours shown hereon are from the MNTopo DNR Web site and are based on direct transfer of 2 foot Lidar contours from the site which are based on NAVD1988 Vertical Datum.



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

**JOB #22845MS**

*Lyle C. Reynolds*  
LYLE C. REYNOLDS

Date: 8/10/2022 Misc. Revisions  
8/03/2022 City Council Packet, page 57

**ACRE LAND SURVEYING**  
26450 Rum River Drive NW.  
Isanti, MN 55040  
763-439-2702 lr.acrelandsurvey@gmail.com



**EXHIBIT B**

**EXISTING AND PROPOSED DESCRIPTIONS FOR Robert Karasch:**

EXISTING LEGAL DESCRIPTIONS:

Owner: Robert Karasch, Parcel A-1 (07-33-23-43-0009):

The East 300.00 feet of the West 960.00 feet of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota.

Owner: Brian Dehaven, Parcel B-1 (07-33-23-43-0010):

The Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, Except the West 960.00 feet thereof.

PROPOSED LEGAL DESCRIPTIONS:

Parcel B-2 (To be transferred to Robert Karasch):

That part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, lying east of the West 960.00 feet thereof and north of the South 379.50 feet of said Southwest Quarter of the Southeast Quarter.

Parcel A (Combined A-1 and B-2) (To be owned by Robert Karasch):

The East 300.00 feet of the West 960.00 feet of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota.

AND

That part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, lying east of the West 960.00 feet thereof and north of the South 379.50 feet of said Southwest Quarter of the Southeast Quarter.

Parcel B: (to be retained by Brian Dehaven):

That part of the South 379.50 feet of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, lying east of the West 960.00 feet thereof.

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

**RESOLUTION NO. 2024-18**

**AMENDING THE FILING DATE LISTED ON RESOLUTION 2023-26 AND  
APPROVING THE ADMINISTRATIVE SUBDIVISION FOR PIN 07-33-23-43-0010,  
737 SIMS ROAD NE, EAST BETHEL, MN LEGALLY DESCRIBED AS:**

The southwest quarter of the southeast quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, except the west 960.00 feet thereof

**WHEREAS**, the property owner requested approval of an administrative subdivision to subdivide the northern 7.38 acres and then combine the property with PIN 07-33-23-43-0009, as shown in EXHIBIT A and legally described in EXHIBIT B ; and

**WHEREAS**, the property is zoned RR, Rural Residential in which lots are required to be a minimum of 2.5 acres in size with an overall density of 2.0 acres; and

**WHEREAS**, the 9.91 acre parcel is proposed to be subdivided to create two (2) lots of 7.38 acres and 2.53 acres; and

**WHEREAS**, the 7.38 acre parcel must be combined with PIN 07-33-23-43-0009; and

**WHEREAS**, City staff reviewed the request and recommends the City Council approve the proposal.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of East Bethel hereby agrees with the recommendation of City staff and approves the administrative subdivision as shown on Exhibit A and legally described on Exhibit B with the following conditions:

1. Administrative Subdivision and lot combination must be filed with Anoka County no later than May 26<sup>th</sup>, 2024.

Adopted this 26<sup>th</sup> day of February, 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

  
 Kevin Lewis, Mayor

ATTEST:

  
 \_\_\_\_\_

Matt Look, City Administrator



PROPERTY ADDRESS:  
725 Sims Road NE  
East Bethel, MN 55011

# PROPERTY LINE RE-ALIGNMENT SURVEY

PROPERTY ADDRESS:  
725 Sims Road NE  
East Bethel, MN 55011

EXISTING LEGAL DESCRIPTIONS:

For: Robert Karasch and Brian Dehaven

Owner: Robert Karasch, Parcel A-1 (07-33-23-43-0009):

The East 300.00 feet of the West 960.00 feet of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota.

Owner: Brian Dehaven, Parcel B-1 (07-33-23-43-0010):

The Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, Except the West 960.00 feet thereof.

PROPOSED LEGAL DESCRIPTIONS:

Parcel B-2 (To be transferred to Robert Karasch):

That part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, lying east of the West 960.00 feet thereof and north of the South 379.50 feet of said Southwest Quarter of the Southeast Quarter.

Parcel A (Combined A-1 and B-2):

The East 300.00 feet of the West 960.00 feet of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota.

AND

That part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, lying east of the West 960.00 feet thereof and north of the South 379.50 feet of said Southwest Quarter of the Southeast Quarter.

Parcel B: (to be retained by Brian Dehaven):

That part of the South 379.50 feet of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, lying east of the West 960.00 feet thereof.

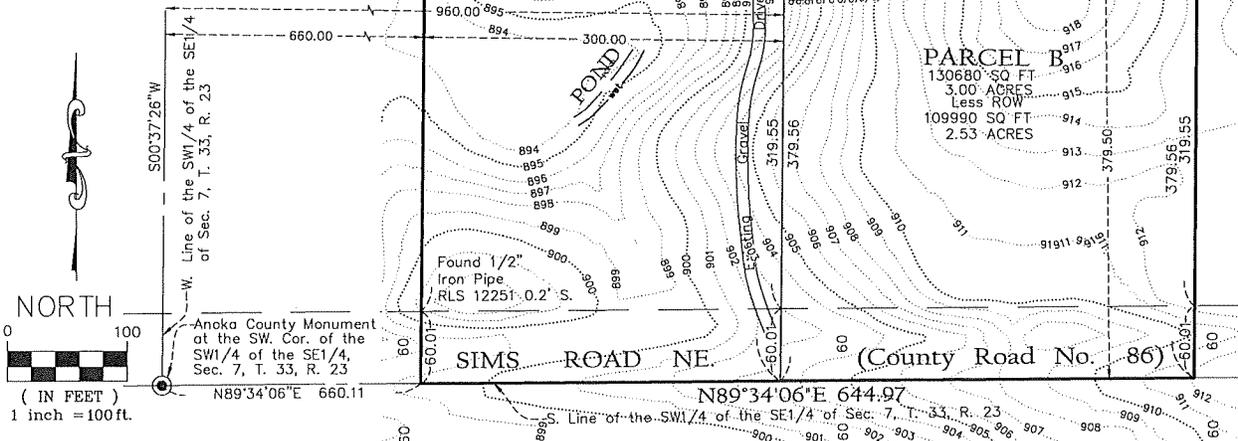
Surveyor: Lyle C. Reynolds, LS  
Acre Land Surveying, Inc.  
26450 Rum River Dr. NW.  
Isanti, MN 55040  
Phone: 763-439-2702

Fee Owner: Robert Karasch  
725 Sims Road NE.  
East Bethel, MN 55011  
Phone: 612-865-6947  
Parcel #: 07-33-23-43-0009

Fee Owners: Brian Dehaven  
737 Sims Road NE.  
East Bethel, MN 55011  
Parcel #: 07-33-23-43-0010

### NOTES

- No current field work has been done while preparing this Sketch and Description.
- Bearings shown are based on Anoka County Datum.
- Existing Zoning in SFR(Single Family Residential).
- Contours shown hereon are from the MNTopo DNR Web site and are based on direct transfer of 2 foot Lidar contours from the site which are based on NAVD1988 Vertical Datum.



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

*Lyle C. Reynolds*  
Lyle C. REYNOLDS

Date: 8/10/2022 Misc. Revisions  
8/03/2022

JOB #22845MS

ACRE LAND SURVEYING, Inc.  
26450 Rum River Drive NW.  
Isanti, MN 55040  
763-439-2702 lr.acrelandsurveying@gmail.com

City Council Packet, page 60



**EXHIBIT B**

**EXISTING AND PROPOSED DESCRIPTIONS FOR Robert Karasch:**

EXISTING LEGAL DESCRIPTIONS:

Owner: Robert Karasch, Parcel A-1 (07-33-23-43-0009):

The East 300.00 feet of the West 960.00 feet of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota.

Owner: Brian Dehaven, Parcel B-1 (07-33-23-43-0010):

The Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, Except the West 960.00 feet thereof.

PROPOSED LEGAL DESCRIPTIONS:

Parcel B-2 (To be transferred to Robert Karasch):

That part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, lying east of the West 960.00 feet thereof and north of the South 379.50 feet of said Southwest Quarter of the Southeast Quarter.

Parcel A (Combined A-1 and B-2) (To be owned by Robert Karasch):

The East 300.00 feet of the West 960.00 feet of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota.

AND

That part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, lying east of the West 960.00 feet thereof and north of the South 379.50 feet of said Southwest Quarter of the Southeast Quarter.

Parcel B: (to be retained by Brian Dehaven):

That part of the South 379.50 feet of the Southwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, lying east of the West 960.00 feet thereof.

**Document No.: 2409675.006 ABSTRACT**

**03/11/2024 12:19 PM**

**Fees/Taxes In the Amount of: \$46.00**

**Pamela J. LeBlanc**  
Anoka Cty Property Records and Taxation  
Property Tax Administrator and  
Recorder/Registrar of Titles  
Deputy: jtoneill



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

**RESOLUTION NO. 2024-52**

**AMENDING THE FILING DATE LISTED ON RESOLUTION 2024-18 AND  
APPROVING THE ADMINISTRATIVE SUBDIVISION FOR PIN 07-33-23-43-0010,  
737 SIMS ROAD NE, EAST BETHEL, MN LEGALLY DESCRIBED AS:**

The southwest quarter of the southeast quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, except the west 960.00 feet thereof

**WHEREAS**, the property owner requested approval of an administrative subdivision to subdivide the northern 7.38 acres and then combine the property with PIN 07-33-23-43-0009, as shown in EXHIBIT A and legally described in EXHIBIT B ; and

**WHEREAS**, the property is zoned RR, Rural Residential in which lots are required to be a minimum of 2.5 acres in size with an overall density of 2.0 acres; and

**WHEREAS**, the 9.91 acre parcel is proposed to be subdivided to create two (2) lots of 7.38 acres and 2.53 acres; and

**WHEREAS**, the 7.38 acre parcel must be combined with PIN 07-33-23-43-0009; and

**WHEREAS**, City staff reviewed the request and recommends the City Council approve the proposal.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of East Bethel hereby agrees with the recommendation of City staff and approves the administrative subdivision as shown on Exhibit A and legally described on Exhibit B with the following conditions:

1. Administrative Subdivision and lot combination must be filed with Anoka County no later than November 26<sup>th</sup>, 2024.

Adopted this 26<sup>th</sup> day of August, 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Kevin Lewis, Mayor

ATTEST

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Matt Look, City Administrator

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

**RESOLUTION NO. 2024-55**

**RESOLUTION PROCLAIMING OCTOBER 2024 AS DOMESTIC VIOLENCE  
AWARENESS MONTH**

**WHEREAS**, the community problem of domestic violence has become a critical public health and welfare concern in Anoka County and the City of East Bethel; and

**WHEREAS**, domestic violence is a crime, the commission of which will not be tolerated in Anoka County and the City of East Bethel, and perpetrators of said crime are subject to prosecution and conviction in accordance with the law; and

**WHEREAS**, over thousands of women and children have and will continue to access assistance from Alexandra House, Inc., a domestic violence service provider; and

**WHEREAS**, domestic violence will be eliminated through community partnerships of concerned individuals and organizations working together to prevent abuse while at the same time effecting social and legal change; and

**WHEREAS**, October is National Domestic Violence Awareness Month; and

**WHEREAS**, during National Domestic Violence Awareness Month, Anoka County and the City of East Bethel organizations will inform area residents about domestic violence, its prevalence, consequences and what we, as a concerned community can do to eliminate its existence.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST BETHEL, MINNESOTA THAT:** October 2024 is proclaimed Domestic Violence Awareness Month.

Adopted this 26<sup>th</sup> day of August, 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Kevin Lewis, Mayor

ATTEST:

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Matt Look, City Administrator

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

**RESOLUTION NO. 2024-56**

**RESOLUTION PROCLAIMING  
SEPTEMBER 17 – 23, 2024 AS CONSTITUTION WEEK**

**WHEREAS**, It is the privilege and duty of the American people to commemorate the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** the week of September 17 - 23, 2024 be proclaimed Constitution Week.

**BE IT FURTHER RESOLVED THAT:** all citizens are urged to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

Adopted this 26<sup>th</sup> day of August, 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Kevin Lewis, Mayor

ATTEST:

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Matt Look, City Administrator

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



**Date:** August 26, 2024

**Agenda Item Number:** 7.0 A.1

**Agenda Item:** Conditional Use Permit - Exterior Storage - 21125 Highway 65 NE - Boatworld

**Requested Action:** Consider a CUP for Exterior Storage not associated with retail operation occurring on parcel.

**Background Information:**

On June 12, 2024, the city received an application from Randy Crumpler, owner of Crumpler Properties, LLC and Boatworld, for a Conditional Use Permit for Exterior Storage on a parcel, 21125 Highway 65 NE, which he had recently purchased. The parcel is adjacent to the Boatworld parcel at 21155 Highway 65 NE. Crumpler was wanting to extend the exterior storage of boats and pontoons from the Boatworld business onto the adjacent parcel.

Both parcels are in a Central Business (B-2) Zoning District, where by city ordinance, Exterior Storage and Exterior Display of Merchandise associated with retail sales and services is identified as a Conditional Use, requiring a permit. After reviewing the zoning code staff have identified that Boat Sales are called out specifically as a Conditional Use in a B-3 Highway Commercial Zone only and not as a Permitted Use in a B-2 zone. Retail Sales and Services conducted completely within the structure is permitted in a B-2 zone however. (Attachment 3)

Staff have determined that Boatworld's use of 21155 Highway 65 NE is a Legal Nonconforming Use and has been continued through transfers of ownership prior to the rezoning.

**Section 05 (2):** *A nonconforming use may be continued, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion.* (Attachment 4)

The newly purchased parcel, 21125 Highway 65 NE, has no legal nonconforming designation and should conform to the current zoning code. Crumpler is proposing a new retail operation occurring inside the building on the parcel however it is not boat or pontoon sales but wants to extend the storage of Boatworld's Exterior Storage onto the new lot.

**Section 24. – Exterior Storage 5. - B-2 District.** (Attachment 5)

Under the current proposal, the Exterior Storage and Display of Boats and/or Pontoons would not meet the conditions of city ordinance and the expansion of the non-conformity is not allowed by city ordinance or MN State Statute without variance. Crumpler has advised city staff that he does not want to combine the two lots which would necessitate a variance due to the nonconformity classification.

**Section 46 – 4.O.** does however identify that, *Other uses similar to those permitted in this section as determined by the city council as a Conditional Use.* (Attachment 3)

**Planning Commission:** On July 23, 2024, the Planning Commission held a Public Hearing which there was no public comment. After a review of the application material, discussion and hearing from the applicant the

Planning Commission, by a 6-0 vote recommended approval of the CUP with the a condition that the area be screened.

**Recommendation:** City Council should review the request, consider the Planning Commission’s formal recommendation and approve, approve with modified conditions or deny the CUP as presented in Resolution 2024-54 A or B. Additionally, if approved a CUP Agreement must be fully executed by the owner and city before any exterior storage can begin.

**Attachments:**

1. Resolution 2024-54 A or B, Approval or Denial of CUP for Exterior Storage
2. Location Map
3. Aerial Map
4. Section 46. – CENTRAL BUSINSEE (B-2) DISTRICT
5. Section 05. – NONCONFORMITIES
6. Section 24. – EXTERIOR STORAGE
7. Proposed Exterior Storage Area

**City Council Action:**

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

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

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

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

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

**RESOLUTION NO. 2024-54**

A RESOLUTION **APPROVING** A CONDITIONAL USE PERMIT TO ALLOW EXTERIOR STORAGE AT 21125 HIGHWAY 65 NE, EAST BETHEL, PIN 17-33-23-12-0005, LEGALLY DESCRIBED AS:

**THAT PRT OF S 166 FT OF N 1200 FT OF W1/2 OF NE1/4 OF SEC 17 TWP 33 RGE 23 LYG W OF E 435.6 FT THEREOF, EX RD SUBJ TO EASE OF REC**

**WHEREAS**, the property owner requested approval of a conditional use permit for Exterior Storage; and

**WHEREAS**, the property is zoned (B2) – CENTRAL BUSINESS (B-2) DISTRICT, in which Exterior Storage associated with retail sales and services is permitted by Condition Use Permit (CUP); and

**WHEREAS**, other uses similar to those permitted in this section as determined by the city council is permitted by Condition Use Permit (CUP); and

**WHEREAS**, the City’s Planning Commission conducted a public hearing on this matter on July 23, 2024; and

**WHEREAS**, as a result of the review, the Planning Commission recommends approval to City Council of the CUP to allow the exterior storage.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of East Bethel hereby agrees with the recommendation of the Planning Commission and approves the CUP to exterior storage, on the property legally described as 21125 Highway 65 NE, East Bethel, PIN 17-33-23-12-0005, with the following conditions:

1. Exterior Storage shall comply with the following conditions:
  - a. shall be screened from the right of way,
  - b. not to exceed the maximum allowable height of the principal building,
  - c. not allowed within the required setbacks, public right-of-way, easement, or within the required parking area.

Adopted this 26th day of August, 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL:

ATTEST:

\_\_\_\_\_  
Kevin Lewis, Mayor

\_\_\_\_\_  
Matt Look, City Administrator

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

**RESOLUTION NO. 2024-54**

A RESOLUTION **DENYING** A CONDITIONAL USE PERMIT TO ALLOW EXTERIOR STORAGE AT 21125 HIGHWAY 65 NE, EAST BETHEL, PIN 17-33-23-12-0005, LEGALLY DESCRIBED AS:

**THAT PRT OF S 166 FT OF N 1200 FT OF W1/2 OF NE1/4 OF SEC 17 TWP 33 RGE 23 LYG W OF E 435.6 FT THEREOF, EX RD SUBJ TO EASE OF REC**

**WHEREAS**, the property owner requested approval of a conditional use permit for Exterior Storage; and

**WHEREAS**, the property is zoned (B2) – CENTRAL BUSINESS (B-2) DISTRICT, in which Exterior Storage associated with retail sales and services is permitted by Condition Use Permit (CUP); and

**WHEREAS**, the owner intends on extending the storage from a neighboring property of Legal Non-Conforming Use; and

**WHEREAS**, East Bethel City Code Sec. 05 – 2 permits that a nonconforming use may be continued, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion; and

**WHEREAS**, the City’s Planning Commission conducted a public hearing on this matter on July 23, 2024; and

**WHEREAS**, as a result of the review, the Planning Commission recommends approval to City Council of the CUP to allow the exterior storage.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of East Bethel hereby disagrees with the recommendation of the Planning Commission and denies the CUP to exterior storage, on the property legally described as 21125 Highway 65 NE, East Bethel, PIN 17-33-23-12-0005.

Adopted this 26th day of August, 2024 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL:

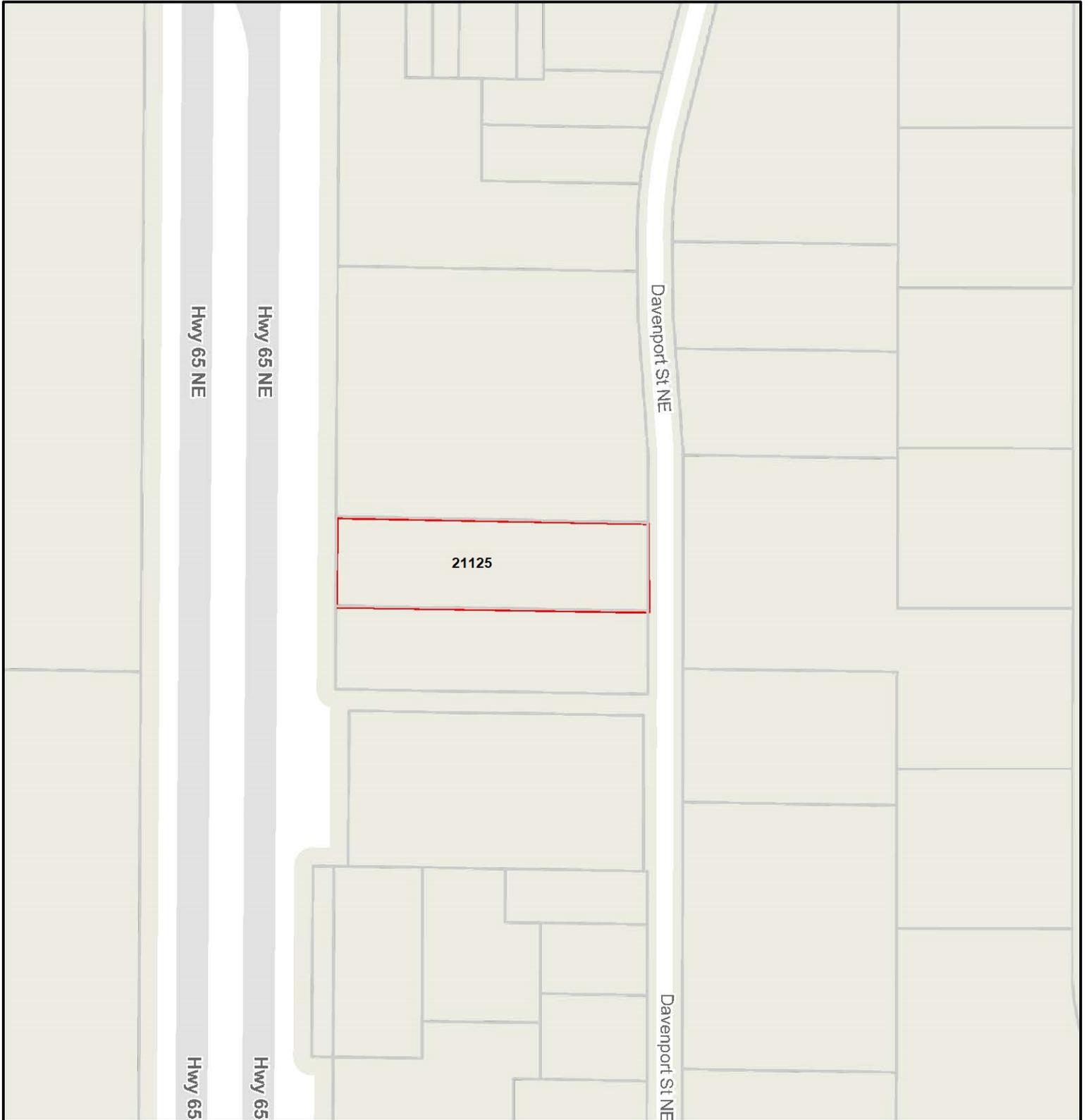
ATTEST:

\_\_\_\_\_  
Kevin Lewis, Mayor

\_\_\_\_\_  
Matt Look, City Administrator

# 21125 HIGHWAY 65 NE - Location Map

Item 7.0 A.1, Attachment 2



-  Parcels
-  City Mask

1 inch equals 359 feet



# 21125 HIGHWAY 65 NE - Aerial Map

Item 7.0 A.1, Attachment 3



-  Parcels
-  City Mask

1 inch equals 271 feet



## 1. - Purpose.

The central business (B-2) district is intended to provide for the general retail shopping of persons living in East Bethel and surrounding trade area. The applicable development regulations within the B-2 district encourage high density commercial development with or without drive-thru services.

## 2. - Permitted uses.

- A. Club or lodge.
- B. Florist, commercial.
- C. Health/recreation facility.
- D. Dwelling, condominium, when located above the street level floor.
- E. Medical uses—Except for hospitals, long-term inpatient care centers, mobile or transitory medical facilities and laboratories.
- F. Office.
- G. Recreation—Public.
- H. Restaurant—Fast food and full service.
  - I. Retail/office/multi-tenant structure.
  - J. Retail sales and services conducted completely within the structures.
- K. Financial services.
- L. Tavern, bar, brewery or taproom.
- M. Motor vehicle service station (with no minor or major repair facilities).
- N. Essential services, governmental.
- O. Brew pub.
- P. Craft brewery.
- Q. Micro distillery.
- R. Food truck.

(Ord. No. 28, Third Series, 6-17-2015; Ord. No. 2021-06, 10-11-2021)

## 3. - Accessory uses.

- A. Outdoor sidewalk cafe.
- B. Trash enclosure service structure.

- C. Other uses customarily associated with but subordinate to a permitted use as determined by the city.
- D. Radio and television receiving antennas including single satellite dish TVROs, short-wave radio dispatching antennas, or those necessary for the operation of household electronic equipment including radio receivers, federal licensed amateur radio stations and television receivers, as regulated by Section 17 [16]. Telecommunication[s] Facilities.

4. - Conditional uses.

- A. Essential services—Utility substation.
- B. Place of worship.
- C. Schools.
- D. Drive-thru services.
- E. Licensed residential facility—Serving seven or more persons.
- F. Daycare facility—Licensed.
- G. Exterior storage associated with retail sales and services.
- H. Hotel/motel.
  - I. Funeral home.
  - J. Crematorium.
  - K. Veterinary services.
  - L. Bed and breakfast inn.
- M. Nursing home.
- N. Recreation, commercial.
- O. Other uses similar to those permitted in this section as determined by the city council.
- P. Car wash.

(Ord. No. 2021-06, 10-11-2021)

5. - Interim uses.

- A. Grading activities that move more than 1,000 cubic yards of material per acre.
- B. Communication tower.
- C. Other uses similar to those permitted in this section as determined by the city council.

6. - Certificate of compliance.

Temporary/seasonal sales as permitted in Section 10. General Development Regulations.

A. Minimum lot requirements.

1)	Lot area		
	a)	Without sewer and water	10 acres
	b)	With sewer and water	No minimum
2)	Lot width		
	a)	Without sewer and water	300 feet at the public right-of-way
	b)	With sewer and water	No minimum

B. Setbacks.

1)	Front yard:		40 feet
	a)	City right-of-way	40 feet
	b)	State/county right-of-way	100 feet
2)	Side yard:		10 feet (or 60 feet when abutting a residential district)
	a)	City ROW	40 feet
	b)	State/county ROW	100 feet
3)	Rear yard		10 feet (or 60 feet when abutting a residential district)

C. Maximum building height: Measured to the eave, maximum height of three stories or 30 feet, whichever is less.

D. Maximum lot coverage: 80 percent.

(Ord. No. 19, Second Series, 5-5-2010; Ord. No. 28, Second Series, 12-1-2010; Ord. No. 2021-06, 10-11-2021)

## 1. - Purpose.

Within the zoning districts established by this chapter, or amendments that may later be adopted, situations may occur where, as a result of the requirements contained in this chapter, an existing lot, structure, site improvement, or use does not conform to one or more of the requirements of this chapter. It is the intent of this section to regulate such nonconforming situations to accomplish the following:

- A. Recognize the existence of uses and structures which were lawful when established but which no longer meet all ordinance requirements.
- B. Discourage the enlargement, expansion, intensification, or extension of any nonconforming use or structure and discourage any increase in the impact of a nonconforming use or structure on adjacent properties. Only exceptional cases of any expansion or intensification of a nonconforming use will be permitted and only after city approval of a variance.
- C. Encourage the elimination of nonconforming uses and structures or reduce their impact on adjacent properties.

## 2. - Nonconforming use.

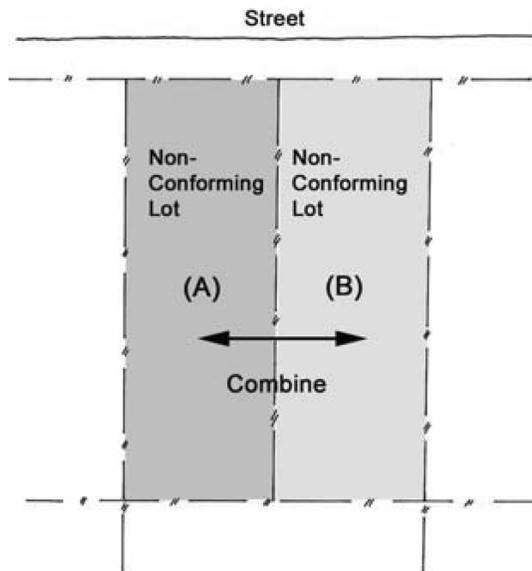
A nonconforming use may be continued, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion unless:

- A. The nonconforming [use] or occupancy is discontinued for a period of more than one year.
- B. Any nonconforming use is destroyed by fire to the extent of 50 percent of its market value, and no building permit has been applied for within 180 days of when the property is damaged. In such a case, any such building permit shall be subject to reasonable conditions in order to mitigate any newly created impact on adjacent property.
- C. A nonconforming use may not be changed to another nonconforming use.
- D. When any nonconforming use has been changed to a conforming use, it may not be later changed to a nonconforming use.
- E. A nonconforming use may be changed to lessen the nonconformity, but once lessened, the use may not be changed to increase the nonconformity.

## 3. - Nonconforming lot of record.

Any separate lot or parcel that was legally created and is of record with the Anoka County Recorder's Office, but became nonconforming as a result of the adoption of this chapter, may be used for the legal use for which it is zoned subject to the following:

- A. The lot shall have frontage on an improved public road or on a private road approved by the city council. The city council must, by resolution, specify the private road, verify that the private road is capable of supporting emergency vehicles, and specify that provisions exist for ongoing maintenance of the private road.
- B. Vacant lots of record may be allowed as building sites without variances from lot size requirements provided the use is permitted in the zoning district, the lot(s) was created compliant with official controls in effect at the time, sewage treatment is in compliance with MPCA subsurface sewage treatment system, MN Rules 7080-7083, and setback requirements of this ordinance are met.
- C. A vacant lot or parcel not served by public sewer may be used for a permitted use provided it has at least one acre of buildable area, and it can be demonstrated that a safe and adequate sewage treatment system can be installed to serve such use and meet required setbacks and lot coverage.
- D. If in the case of two or more contiguous lots or parcels of land under single ownership, any individual lot or parcel does not meet the minimum requirements of this ordinance, such individual lot or parcel shall not be considered as a separate parcel of land for purposes of sale or development, but must be combined with adjacent lots so the combination of lots will equal one or more parcels of land meeting the full requirements of this section or the provisions of the zoning district in which the property is located, whichever is more restrictive. In no circumstances will there be approval of any proposal for multiple lot developments based upon lots of record that do not conform to the provisions of the existing zoning district.



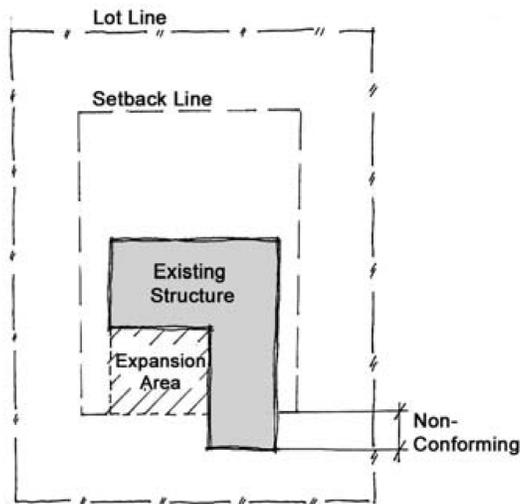
- E. A conforming lot shall not be reduced in size so that it becomes nonconforming in any respect under the conditions of this chapter. A nonconforming lot may be reduced in size but only if it is combined with other existing lots of record. Any lot currently nonconforming or that would

become nonconforming due to a split, the property owner would cede property rights.

- F. Additions to principal or accessory buildings or structures located on nonconforming lots may be permitted without a variance provided that any such addition meets all minimum setback and lot coverage requirements of the zoning district in which it is located, and that long-term sewage disposal needs can be met.
- G. Nonconforming lots may be combined for tax purposes with a contiguous lot or lots, but may not be re-subdivided into a nonconforming lot even if the division is consistent with the original lot configuration.

#### 4. - Nonconforming structures.

- A. Nonconforming structures may not be enlarged or altered in a way that increases their nonconformity. They must comply with the following:
  - 1) Expansion or alteration of a nonconforming structure may be permitted provided the expansion meets the required setbacks from the public right-of-way, side and rear lot lines, wetlands, lakes, sewer treatment system, well, and all other requirements of this chapter.
  - 2) Long-term sewage disposal needs can be met on lots that are not served by public sewer.



- B. All construction projects for which a valid building permit was granted before the effective date of this chapter may be completed even if the structure will not meet the newly adopted provisions of this chapter.
- C. Any nonconforming use is destroyed by fire to the extent of 50 percent of its market value, and no building permit has been applied for within 180 days of when the property is damaged. In such a case, any such building permit shall be subject to reasonable conditions in order to mitigate any newly created impact on adjacent property.

#### 5. - Nonconforming site improvements.

- A. Upon any change in occupancy, nonconforming paved parking areas may continue to be used without improvement if the number of parking spaces supplied remains adequate according to the regulations of this chapter, and the surface has not, in the city's judgment, deteriorated so as to be beyond repair. If the parking lot is beyond repair or not paved, then the parking lot surface must be paved and otherwise brought into conformance with this chapter.
- B. Multiple occupancy building. If the nonconformity is not increased, a building permit may be issued for a portion of a multiple occupancy building without bringing the existing site conditions into compliance.
- C. When expanding an existing nonconforming site, the newly constructed portion of the site shall meet all requirements of this chapter.
- D. If a multiple occupancy building becomes completely vacant, the existing site conditions shall be brought into compliance with this chapter prior to future occupancy.

(Ord. No. 19, Second Series, 5-5-2010)

## 1. - Exemptions.

All products, materials, and equipment, except as specifically described in this ordinance, shall be stored within permitted structures or completely screened from view of adjoining properties and the public right-of-way except for the following:

- A. Off-street parking of licensed passenger automobiles and personal or commercial vehicles of less than 12,000 pounds gross vehicle weight rating (GVWR) in designated driveway or parking area.
- B. Off-street parking of vehicles and recreational vehicles that are permitted according to the provisions of this ordinance and any other city ordinance.
- C. Clothes lines, antennae, air conditioners in working condition, outdoor grills, play equipment, ornaments and monuments.
- D. Landscaping materials and equipment may be stored on a lot if these are used on the lot within a period of three months.

## 2. - Inoperable vehicles and refuse materials.

- A. Passenger automobiles and trucks not currently licensed by the state, or which are incapable of movement under their own power due to mechanical deficiency, which are parked or stored outside for a period in excess of 96 hours, and all materials stored outside in violation of the city ordinances, are considered refuse or junk and shall be disposed of according to city regulations.
- B. Any accumulation of refuse not stored in containers that comply with city ordinances, or any accumulation of refuse including car parts which has remained on a property for more than one week, is hereby declared to be a nuisance and may be abated by order of the zoning administrator or building official. The cost of removal shall be recovered in accordance with the city ordinances and state law.
- C. Repairable vehicles shall be stored in a designated storage area and not be visible from the public right-of-way or adjacent properties.

## 3. - Residential districts.

- A. All personal property shall be stored within a building or be fully screened so as not to be visible from adjoining properties and public streets, except for the following:
  - 1. Play and recreational equipment.

2. Stacked firewood for the burning supply of the property resident shall be stored in the side yard or the rear yard at a minimum of five feet from the property line.
  3. Agricultural equipment and materials, if these are used or intended for use on the premises within a period of 12 months.
- B. Agriculture (A), Rural Residential (RR), Single Family Residential (R-1), Single Family and Townhome Residential (R-2) districts, and Coon Lake Residential (CL) districts.
1. Motor vehicles stored outside must be parked on a designated driveway.
  2. A maximum of five of the following vehicles must be parked on a designated driveway, or outdoor storage area located in a side or rear yard:
    - a. Recreational vehicles,
    - b. Boat/trailer combinations,
    - c. Snowmobile/trailer combinations,
    - d. Items of lawn equipment,
    - e. Items of construction equipment with a weight limit of 20,000 GVWR, or
    - f. Other equipment or trailers, or any combination thereof.
  3. The outdoor storage area must be completely screened from the public right-of-way and adjacent properties.
- C. Up to two automobiles or other motor vehicles or two snowmobiles or all-terrain vehicles may be located or displayed on any property for the purpose of sale, but such a vehicle, snowmobile, or all-terrain vehicle may not be so located or displayed more than on three separate occasions during any calendar year. The location or display to public view of an automobile or other motor vehicle or snowmobile or an all-terrain vehicle with a telephone number, an address, or the words "For Sale" affixed on the vehicle shall be evidence that the motor vehicle is located or displayed for the purpose of sale.

(Ord. No. 2021-06, 10-11-2021)

4. - I district and B-3.

- A. Exterior storage is permitted in I-1 and B-3 districts as a conditional use permit and subject to the following conditions:
1. Exterior storage shall be limited to the rear yard and shall not be allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area.
  2. Maximum amount of exterior storage cannot exceed two times the square footage of the principal building.
  - 3.. Exterior storage cannot exceed the maximum allowable height of the principal building.

Construction yards are exempt from exterior storage requirements as outlined in Section 24, 4-A, provided they are located in the rear yard behind the principal building and cannot exceed the square footage of the Principal building and shall not be allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area.

- B. Screening of the exterior storage shall be installed and maintained along all property lines. The screening shall not be less than six feet in height and shall preclude vision through the barrier.
  - 1. Screening to be achieved through a combination of masonry walls, fencing, berming, and landscaping.
  - 2. All screening shall meet the regulations in section 23. Screening Requirements [Regulations].
  - 3. All equipment and materials within the storage area shall be arranged in a neat and orderly manner.
- C. Exterior display in I-1 and B-3 districts.
  - 1. The area occupied by exterior display shall not exceed 30 percent of the gross floor area of the principal building on the property.
  - 2. Exterior display and sale of merchandise shall not occur within 50 percent of the setback nearest a street.
  - 3. Additional parking spaces shall be provided based upon the exterior display and sale area.
- D. Prohibited storage
  - 1. Accessory storage containers, as defined in section 01. General provisions of administration, shall not be permitted.
  - 2. E. Parking up to three commercial vehicles, such as delivery and service trucks up to 20,000 GVWR, may be parked without screening if the vehicles relate to the principal use. Vehicles over 20,000 GVWR, construction equipment, and trailers shall require screening.
  - 3. Semi-trucks and trailers shall not be considered part of outside storage if they are used in the normal business commerce and do not exceed the number of docks and or bay doors.

5. - B-2 district.

- A. Exterior storage is permitted with a CUP.
  - 1. Exterior storage shall be limited to the rear yard, shall not exceed the square footage of the principal building and shall not be allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area.
  - 2. Screening of the exterior storage shall be installed and maintained along all property lines. The screening shall not be less than six feet in height and shall preclude vision through the barrier. All screening shall meet the regulations in section 23. Screening requirements [Regulations].

3. All equipment and materials within the storage area shall be arranged in a neat and orderly manner.

B. Exterior display in B-2 districts

1. The area occupied by exterior display shall not exceed ten percent of the gross floor area of the principal building on the property.
2. Exterior display and sale of merchandise shall not occur within 50 percent of the setback nearest a street.
3. Additional parking spaces shall be provided based upon the exterior display and sale area.

C. Prohibited storage

1. Accessory storage containers, as defined in section 01. General provisions of administration, shall not be permitted.

6. - Reserved.

7. - B-1 district.

- A. Exterior storage and exterior displays are not permitted.
- B. Accessory storage containers, as defined in Section 01. General Provisions of Administration, shall not be permitted.

8. - Mixed use districts.

- A. Exterior storage is allowed with a conditional use permit.
- B. Except for temporary construction trailers and mobile services operated by public service agencies (i.e., bookmobile, bloodmobiles, etc.) as allowed by the city, and trailers parked in a designated and improved loading area, no vehicle may be used for office, business, manufacturing, testing, or storage of items used with or in a business or commercial enterprise unless an interim use permit has been obtained from the city.
- C. The city council may order the owner of any property to cease or modify open storage uses, including existing uses, provided it is found that such use constitutes a threat to the public health, safety, convenience, or general welfare.

(Ord. No. 19, Second Series, 5-5-2010; Ord. No. 48, Fourth Series, 9-21-2016; Ord. No. 2021-06, 10-11-2021; Ord. No. 2023-12, 6-26-2023)

