

**City of East Bethel
City Council Agenda
City Council Regular Meeting
Date: February 10, 2025 at 7:00 p.m.**



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

7:00 PM

1.0 Call to Order

2.0 Pledge of Allegiance

3.0 Adopt Agenda

4.0 Presentations and Public Hearings

5.0 Public Forum

6.0 Consent Agenda (p. 2-3)

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. 4-6)
- B. Minutes: January 27, 2025 City Council meeting (p. 7-13)
- C. Approve the Hire of City Planner (p. 14)
- D. Approve the Advertisement for Public Works Seasonal Employees
- E. 2025 SafeAssure Contract Renewal

7.0 New Business - Commission, Association and Task Force Reports

- A. Planning Commission
- B. Economic Development Authority
- C. Park Commission

8.0 Department Reports

- A. Community Development
 - 1. Barndominiums: City Code Revision (p. 15-47)
- B. Engineer
- C. City Attorney
- D. Finance
- E. Public Works
- F. Fire Department
- G. City Administrator
 - 1. Comcast Right-of-Way Agreement (p. 48-65)

9.0 Other

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

10.0 Adjourn

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



Date: February 10, 2025

Agenda Item Number: Item 6.0 A-E

Requested Action: Consider approving the Consent Agenda as presented

Background Information:

Item A – Approve Bills

Item B – January 27, 2025 City Council Meeting Minutes

Minutes from the January 27, 2025 City Council meeting are attached for your review.

Item C – Approve the Hire of City Planner

The City of East Bethel recently advertised for the vacant City Planner position on January 2, 2025. The City received 3 applications of which one candidate was selected for an initial interview that was held on January 30, 2025. The interview panel consisted of the Deputy City Administrator, Administrative Coordinator, and the City's Building Official. The City invited the candidate in for a second interview on Monday February 3, 2025—that interview panel consisted of the City Administrator, Deputy City Administrator and Kendra Lindahl from Landform Inc who is currently acting as the City's Community Development Director.

After the interview process, both interview panel's unanimous choice for the position was Grace Gerard. Ms. Gerards's interview and resume have demonstrated that she has the qualifications for the City Planner position.

A tentative offer of employment, pending a successful background check and Council approval, at Pay Grade 6, Step A (29.01 per hour) has been accepted by Ms. Gerard. As with all new employees, a six-month probationary period will be required for this position. Staff recommends Council approve the hire of Ms. Gerard as the City Planner.

Item D – Approval for and Advertisement of Seasonal Employee Positions

Increased demands for road and park maintenance in the spring and through the summer have required the hiring of seasonal personnel to support these activities. The increased workload for park and street projects, along with scheduled leave for full time employees, creates a need for seasonal workers to provide additional workforce support to assist in these activities.

Funding for one position in the amount of \$7,000 is provided for in the 2025 General Fund under the Parks Department budget. The other seasonal position in the amount of \$7,000 is provided for in the 2025 General Fund under the Street Department. Seasonal public works employees are paid between \$15.00 to \$23.00 per hour depending upon experience. There will be no benefits paid for these positions.

Staff is seeking approval to advertise for two seasonal employees to be employed for the period of May to the end of August 2025.

Item E – 2025 SafeAssure Contract Renewal

Along with the Cities of Ham Lake, Nowthen, Bethel, and Oak Grove, the City of East Bethel has been contracting with SafeAssure since February of 2009 for Safety Consultant Services. SafeAssure provides unlimited safety consulting services, conducts classroom-training sessions,

writes and/or maintains mandatory Occupational Safety and Health Administration (OSHA) programs and provides a complete material safety data sheets (MSDS) management service in conjunction with MSDS Online.

City employees participate in a required annual AWAIR/Right-to-Know training session and the Public Works Department participates in monthly training on topics such as Blood Borne Pathogens, Traffic Safety, Confined Space Entry, Trenching, Defensive Driving, Tree Trimming, Hazmat, Personal Protective Equipment, etc.

Costs for the contract renewal would be \$4,285.21 for the period of March 1, 2025 to February 28, 2026. Cost for this service for the 2024 contract period was \$4,160.40.

Fiscal Impact: Items requiring expenditures have approved 2025 Budget funds to cover their costs.

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
February 10, 2025
Payment Summary

Payments for Council Approval						
Bills to be approved for payment						\$345,328.39
Electronic Payroll Payments						\$34,630.50
Payroll City Staff - January 30, 2025						\$43,695.08
Total to be Approved for Payment						\$423,653.97
Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Bldg/Facility Repair Supplies	80867	Menards Blaine	615	49851	\$98.17
Arena Operations	Bldgs/Facilities Repair/Maint	35031918250	Wright-Hennepin Coop Electric	615	49851	\$44.90
Arena Operations	Refuse Removal	11518222T067	Ace Solid Waste, Inc.	615	49851	\$370.99
Building Inspection	Motor Fuels	26153525	Mansfield Oil Company	101	42410	\$180.68
Building Inspection	Refund of Convenience fee		DENISE K JOHNSON	101		\$11.94
Building Inspection	State Surcharges	DEC0030512024	MN Dept Labor & Industry	101		\$3,043.25
Building Inspection	State Surcharges	DEC0030512024	MN Dept Labor & Industry	101		(\$121.73)
Building Inspection	Telephone	02 2025-2	T MOBILE	101	42410	\$29.47
Building Inspection	Travel Expenses		Kolodziej, Misty	101	42410	\$36.54
City Administration	Conferences/Meetings	422120	League of MN Cities	101	41320	\$20.00
City Administration	Office Supplies	863812	J.P. Cooke Company	101	41320	\$94.95
City Administration	Office Supplies	3360	MARKED BY IMAGINATION	101	41320	\$36.80
City Administration	Professional Services Fees	29871	TimeSaver Off Site Secretarial	101	41320	\$172.00
Economic Development Authority	Professional Services Fees	29872	TimeSaver Off Site Secretarial	232	23200	\$172.00
Finance	Conferences/Meetings	2025 MN Fin Sem	EHLERS	101	41520	\$250.00
Finance	Professional Services Fees	02 2025	Anoka County	101	41520	\$1,886.34
Finance	Sales Tax Remittance	01 2025	Minnesota Revenue	101		\$205.00
Fire Department	Clothing & Personal Equipment	INV-51555	Alex Air Apparatus 2 Inc	101	42210	\$1,270.00
Fire Department	Conferences/Meetings	7260	F.I.R.E.	101	42210	\$1,300.00
Fire Department	General Operating Supplies	IN4756337	Innovative Office Solutions	101	42210	\$219.77
Fire Department	General Operating Supplies	9000047	Plunkett's Pest Control	101	42210	\$213.20
Fire Department	Motor Fuels	26153525	Mansfield Oil Company	101	42210	\$217.93
Fire Department	Motor Fuels	26153525	Mansfield Oil Company	101	42210	\$286.96
Fire Department	Motor Vehicles Parts	122923058	Fleet Pride	101	42210	\$105.84
Fire Department	Motor Vehicles Parts	122923177	Fleet Pride	101	42210	\$48.67
Fire Department	Motor Vehicles Parts	122923234	Fleet Pride	101	42210	\$43.83
Fire Department	Motor Vehicles Parts	122923319	Fleet Pride	101	42210	\$70.41
Fire Department	Motor Vehicles Parts	122923726	Fleet Pride	101	42210	\$98.98
Fire Department	Motor Vehicles Parts	122929752	Fleet Pride	101	42210	\$26.33
Fire Department	Motor Vehicles Parts	123089408	Fleet Pride	101	42210	\$78.00
Fire Department	Refuse Removal	11518222T067	Ace Solid Waste, Inc.	101	42210	\$41.62
Fire Department	Refuse Removal	11518222T067	Ace Solid Waste, Inc.	101	42210	\$100.80
Fire Department	Small Tools and Minor Equip	INV-51497	Alex Air Apparatus 2 Inc	101	42210	\$200.54
Fire Department	Small Tools and Minor Equip	INV-51554	Alex Air Apparatus 2 Inc	101	42210	\$1,830.00
Fire Department	Software Licensing	377	Anoka Cty Fire Prot Council	101	42210	\$6,948.00
Fire Department	Telephone	13864340214514	Midcontinent Communications	101	42210	\$223.64
Fire Department	Telephone	2 2025-1	T MOBILE	101	42210	\$99.92
Fire Department	Telephone	6103890268	Verizon	101	42210	\$560.14
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	9000047	Plunkett's Pest Control	101	41940	\$84.50
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	35031918116	Wright-Hennepin Coop Electric	101	41940	\$23.95
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	35031918250	Wright-Hennepin Coop Electric	101	41940	\$11.00
General Govt Buildings/Plant	Refuse Removal	11518222T067	Ace Solid Waste, Inc.	101	41940	\$102.80
Mayor/City Council	Office Supplies	3360	MARKED BY IMAGINATION	101	41110	\$36.80
Park Maintenance	Bldg/Facility Repair Supplies	340803	S & S Industrial Supply	101	43201	\$289.44
Park Maintenance	Clothing & Personal Equipment	4219268426	Cintas Corporation	101	43201	\$33.31
Park Maintenance	Clothing & Personal Equipment	4219985791	Cintas Corporation	101	43201	\$35.00
Park Maintenance	Conferences/Meetings	80871019143	Nate Ayshford	101	43201	\$235.00
Park Maintenance	Equipment Parts	1054127	Ham Lake Hardware	101	43201	\$31.98



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Park Maintenance	Equipment Parts	02-1132131	Lano Equipment, Inc.	101	43201	\$30.60
Park Maintenance	Equipment Parts	80609	Menards Blaine	101	43201	\$23.55
Park Maintenance	Motor Fuels	26153525	Mansfield Oil Company	101	43201	\$419.10
Park Maintenance	Motor Fuels	26153525	Mansfield Oil Company	101	43201	\$245.97
Park Maintenance	Professional Services Fees	29873	TimeSaver Off Site Secretarial	101	43201	\$172.00
Park Maintenance	Repairs/Maint Machinery/Equip	5766	POLARIZAUTO LLC	101	43201	\$1,400.00
Planning and Zoning	Commissions and Boards	2024	DOWNIE, BRIAN	101	41910	\$160.00
Recycling Operations	Professional Services Fees	02 2025	Cedar East Bethel Lions	226	43235	\$1,300.00
Recycling Operations	Professional Services Fees	02 2025	Cedar East Bethel Lions	226	43235	\$419.72
Recycling Operations	Professional Services Fees	3640	Evergreen Recycling	226	43235	\$150.00
Recycling Operations	Professional Services Fees	01 2025	Freimuth Enterprises LLC	226	43235	\$26.00
Recycling Operations	Professional Services Fees	127201	Gregory Cardey	226	43235	\$450.00
Recycling Operations	Refuse Removal	11518222T067	Ace Solid Waste, Inc.	226	43235	\$669.16
Sewer Operations	Professional Services Fees	0001183221	Metropolitan Council Env Svcs	602	49451	\$5,845.02
Street Maintenance	Bldg/Facility Repair Supplies	80522	Menards Blaine	101	43220	\$11.79
Street Maintenance	Bldgs/Facilities Repair/Maint	4219268426	Cintas Corporation	101	43220	\$9.08
Street Maintenance	Bldgs/Facilities Repair/Maint	4219985791	Cintas Corporation	101	43220	\$9.55
Street Maintenance	Clothing & Personal Equipment	4219268426	Cintas Corporation	101	43220	\$33.31
Street Maintenance	Clothing & Personal Equipment	4219985791	Cintas Corporation	101	43220	\$35.00
Street Maintenance	Lubricants and Additives	159-129336	FACTORY MOTOR PARTS	101	43220	\$94.68
Street Maintenance	Lubricants and Additives	123090270	Fleet Pride	101	43220	\$96.20
Street Maintenance	Motor Fuels	26153525	Mansfield Oil Company	101	43220	\$1,039.37
Street Maintenance	Motor Fuels	26153525	Mansfield Oil Company	101	43220	\$106.59
Street Maintenance	Motor Vehicles	E02158	MacQueen	701	43220	\$300,930.00
Street Maintenance	Professional Services Fees	5010360	Gopher State One-Call	101	43220	\$58.10
Street Maintenance	Professional Services Fees	3761	Safe Assure Consultants Inc.	101	43220	\$4,285.21
Street Maintenance	Refuse Removal	11518222T067	Ace Solid Waste, Inc.	101	43220	\$535.15
Street Maintenance	Repairs/Maint Machinery/Equip	5765	POLARIZAUTO LLC	101	43220	\$1,400.00
Street Maintenance	Telephone	02 2025-2	T MOBILE	101	43220	\$29.47
Street Maintenance	Tires	1539-322101	O'Reilly Auto Stores Inc.	101	43220	\$89.39
TIF 1-2	Professional Services Fees	02 2025	Anoka County	436	43600	\$820.62
TIF 1-3	Professional Services Fees	02 2025	Anoka County	437	43700	\$820.62
TIF 1-4	Professional Services Fees	02 2025	Anoka County	438	43800	\$820.62
TIF 1-5	Professional Services Fees	02 2025	Anoka County	439	43900	\$820.62
Water Utility Operations	Auto/Misc Licensing Fees/Taxes	02 2025	Chad Citrowske	601	49401	\$23.00
Water Utility Operations	Auto/Misc Licensing Fees/Taxes	02 2025	MN Rural Water Assoc	601	49401	\$450.00
Water Utility Operations	Bldgs/Facilities Repair/Maint	35031918116	Wright-Hennepin Coop Electric	601	49401	\$42.95
Water Utility Operations	Refund of Overpayment		GROSS, DAVID	601		\$56.29
						\$345,328.39



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Electronic Payroll Payments		
Payroll	PERA	\$10,069.14
Payroll	Federal Withholding	\$5,515.14
Payroll	Medicare Withholding	\$1,964.88
Payroll	FICA Tax Withholding	\$7,461.20
Payroll	State Withholding	\$2,890.67
Payroll	MSRS/H.S.A./HCSP	\$6,729.47
		\$34,630.50

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL MEETING

January 27, 2025

The East Bethel City Council met on January 27, 2025, at 7:00 p.m. for the regular City Council meeting at City Hall.

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

ALSO PRESENT: Matt Look, City Administrator
Eric Larson, City Attorney
Rodney Sanow, Fire Chief
Nate Ayshford, Public Works Manager

1.0 Call to Order

The January 27, 2025, City Council meeting was called to order by Mayor Anderson at 7:00 p.m.

2.0 Pledge of Allegiance

The Pledge of Allegiance was recited.

3.0 Adopt Agenda

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

4.0 Presentations and Public Hearings

4.0 A Anoka County Sheriff Office Monthly Report

Lieutenant Derek Peters presented the December 2024, Sheriff's Report, stating the Sheriff's Department has responded to 393 calls for service, 7 thefts, 3 damage to property, 37 traffic crashes, 25 arrests, 114 traffic stops, and 25 traffic citations.

Erkel asked for statistics on specific communities in the area. Peters stated he can do a comparative analysis based on population.

Informational; no action required.

4.0 B Fire Department Monthly Report

Fire Chief Sanow presented the December 2024 report and noted that they responded to 86 calls, of which 66 were medical, 6 accidents, and 6 alarms. He stated that for 2024, the Fire Department responded to 1,031 calls for service, compared to 962 for 2023. Of the 1,031 calls for service in 2024, 169 duty officers, 473 day calls for stations 1 and 3, 467 day calls for station 2, 298 night calls for stations 1 and 3, 252 night calls for station 2. Of the 1,031 calls for service, 752 were medical, 14 mutual aid, 26 fires, 66 accidents, 46 alarms, 44 smoke in the area, and 83 others.

Sanow recognized top responder firefighters and highlighted their hard work.

Mundle asked if the top responders would get any awards or recognition. Sanow stated that they got recognized at the staff meeting and would get recognized again at the appreciation dinner.

1 Erkel asked how there are multiple calls to the same location for the same reason. Sanow explained
2 the reasons why they may get called back to the same house multiple times during the day for certain
3 alarms or medical calls.

4 Erkel asked if they have a phone triage system so a person could take themselves to the hospital.
5 Sanow stated that when a person calls 911 the call goes to the Anoka County Dispatch, then the calls
6 get transferred to Allina, and the Fire Department gets paged out based on the information given to
7 the dispatch center and will get updated as Allina gets more information.

8 Mundle asked how the breakfast this past weekend went. Sanow stated that the turnout was around
9 240 compared to around 300 last year, but it went fairly well.

10 **Informational; no action required.**

11 **5.0 Public Forum**

12 Tammy Gimpl, stated that she believes that Anderson owes Smith an apology for what he stated
13 about him and the Fire Department. Ms. Gimpl also discussed some of the results from the Capstone
14 report done on the Fire Department.

15 **6.0 Consent Agenda**

16 ~~Item A: Approve Bill List~~

17 ~~Item B: Approve Meeting Minutes, January 13, 2025 City Council Meeting~~

18 Item C: Landform Contract Approval Affirmation

19 ~~Item D: Re-appointment of Park Commission Members~~

20 ~~Item E: Re-appointment of EDA Member~~

21 ~~Item F: Re-appointment of Planning Commission Members~~

22 ~~Item G: Declaration of Vacancies and Authorization to Accept Applications for EDA and Planning~~
23 ~~Commission~~

24 Item H: Authorization to Post Vacancy for Community Development Director position

25 Item I: Resolution No. 2025-07, Arbor Day Declaration April 25, 2025

26 ~~Item J: Resolution No. 2025-08, Declaring Surplus Property~~

27 ~~Item K: Purchase of Toro Wide Area Mower~~

28 ~~Item L: Hidden Prairie Preliminary Plat Extension~~

29 Mundle requested to pull Items B and K. Smith requested to pull Items B, E, G. Miller requested to
30 pull Item D. Erkel requested to pull Items A, E, F, G, J, K, L.

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

34 **6.0 A Approve Bill List**

35 Erkel stated that she thinks that ACE is overcharging them and is wondering when the last time the
36 City has done a price comparison with other garbage companies. Look stated that they could look
37 into it but added that the \$1,200 is not a common charge, but it is that high because they had a theft
38 of a dumpster from the ice arena which costs \$1,200.

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

42 **6.0 B Approve Meeting Minutes, January 13, 2025 City Council Meeting**

1 Mundle requested a change to page 29 of the packet on line 31, to add that Mundle voted “nay”.
2 Smith requested a change to page 28, line 11, to change “Miller asked...” to “Smith asked...”.

3 **Mundle stated I’ll make a motion to approve Item B of the Consent Agenda. Smith stated I’ll**
4 **second.** Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson
5 asked any opposed? That motion passes. **Motion passes unanimously.**

6 **6.0 D Re-appointment of Park Commission Members**

7 Miller stated that he is happy and wholehearted for the support of the dedicated Park Commission
8 members and it has been a pleasure to work alongside them.

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

12 **6.0 E Re-appointment of EDA Member**

13 Erkel asked about the procedure behind transferring the EDA membership over to elected officials.

14 Larson stated that with HRA and EDA all commissioners are appointed by the Mayor, with the
15 blessing and vote of the City Council. Larson stated that with their enabling resolution, the Council is
16 the board of the HRA and the EDA is composed of 7 members, 2 of which have to be
17 Councilmembers.

18 **Erkel stated I’ll make a motion to table Item E of the Consent Agenda until after their next Work**
19 **Session. Mundle stated I’ll second.** Anderson asked any discussion? To the motion, all in favor say
20 aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

21 **6.0 F Re-appointment of Planning Commission Members**

22 Erkel asked about the wording in the packet regarding this item and why the Park Commission
23 members were listed. Look stated that it was a typo and he will follow up on getting it corrected.

24 Smith asked if they could just vote on Sharon Johnson and Brian Downie to be voted in.

25 **Smith stated I’ll make a motion to approve the Planning Commissioners Sharon Johnson and Brian**
26 **Downie for their next term. Mundle stated I’ll second.** Anderson asked any discussion? To the
27 motion, all in favor say aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion**
28 **passes unanimously.**

29 **Smith stated I’ll make a motion to table the appointment of any remaining Planning Commission**
30 **members. Miller stated I’ll second.** Anderson asked any discussion? To the motion, all in favor say
31 aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

32 **6.0 G Declaration of Vacancies and Authorization to Accept Applications for EDA and Planning** 33 **Commission**

34 **Erkel stated I’ll make a motion to approve the advertisement of the Planning Commission vacancy**
35 **and to table the appointment of the EDA. Mundle stated I’ll second.** Anderson asked any
36 discussion? To the motion, all in favor say aye. **All in favor.** Anderson asked any opposed? That
37 motion passes. **Motion passes unanimously.**

38 **6.0 J Resolution No. 2025-08, Declaring Surplus Property**

39 Erkel stated that she has an issue with the City when something reaches a certain age, they
40 automatically consider it a surplus and buy a new one. Erkel asked if there is something wrong with
41 the mower that is beyond repair.

1 Ayshford stated that they have an equivalent replacement scheme to budget for the replacement of
2 these vehicles. Ayshford stated that this mower was originally supposed to be placed in 2022, but
3 they put more money into it to make it last 3 more years, but it still has surplus value at about
4 \$10,000-20,000 if they sell it now.

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

8 **6.0 K Purchase of Toro Wide Area Mower**

9 Mundle asked what the bidding process is. Ayshford stated that most of the stuff is purchased on a
10 Statewide contract, but local businesses will usually match and give the Statewide contract price.

11 **Mundle stated I'll make a motion to approve Item K of the Consent Agenda. Smith stated I'll**
12 **second.** Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson
13 asked any opposed? That motion passes. **Motion passes unanimously.**

14 **6.0 L Hidden Prairie Preliminary Plat Extension**

15 Erkel asked if they denied this extension, what process would they have to go back through. Look
16 stated that if it was denied, they would have to start back at ground zero.

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

20 **7.0 New Business. Commission, Association, and Task Force Reports**

21 No reports given.

22 **7.0 A Planning Commission**

23 None.

24 **7.0 B Economic Development Authority**

25 None.

26 **7.0 C Park Commission**

27 None.

28 **8.0 Department Reports**

29 **8.0 A Community Development**

30 None.

31 **8.0 B Engineer Report**

32 None.

33 **8.0 C City Attorney**

34 None.

35 **8.0 D Finance**

36 None.

37 **8.0 E Public Works**

38 **8.0 E.1 2025 JPA Street Maintenance Projects**

39 Ayshford stated that staff is requesting that the Council consider approving the listed projects to be
40 bid as part of the 2025 North Metro Street Maintenance Program JPA Street Maintenance Projects.

1 Ayshford added that the only project recommended to be bid as part of the 2025 JPA Street
2 Maintenance program is 260,000 linear feet of pavement markings, which has an estimated cost of
3 \$30,000-35,000. \$105,000 has been budgeted for 2025, so the excess funds would be used towards
4 2025 asphalt overlay projects.

5 **Mundle stated I'll make a motion to approve the 2025 JPA Street Maintenance Projects. Miller**
6 **stated I'll second.** Anderson asked any discussion?

7 Erkel asked what the restriping entails. Ayshford stated that the yellow and white paint has to be
8 redone every 2 years because it wears off. To the motion, all in favor say aye. **All in favor.** Anderson
9 asked any opposed? That motion passes. **Motion passes unanimously.**

10 **8.0 E.2 2025 Class 5 Gravel Road Resurfacing Projects**

11 Ayshford stated that in 2006 the City began a six-year cycle of gravel road resurfacing for the 14.5
12 miles of unpaved roads within our system. This cycle allows up to 5 of our 30 gravel roads to be
13 overlaid with new material each year of the rotation sequence.

14 Ayshford added that \$40,000 was budgeted for gravel road resurfacing for 2025. The costs for these
15 projects are for material and delivery. The Public Works Department conducts the grading,
16 compaction, and finishing of this material. Prior to the placement of any new Class 5 material, public
17 works staff will reclaim the shoulders and reshape the existing road surface.

18 Ayshford discussed the gravel roads resurfaced in 2024 and presented the recommended roads for
19 2025 Class 5 resurfacing.

20 Ayshford also stated that staff is also recommending an application of chloride to Klondike Dr. Based
21 on previous years bid pricing, the estimated project costs of the chloride and Class 5 will be covered
22 in the \$40,000 budget.

23 **Erkel stated I'll make a motion to approve the 2025 Class 5 Gravel Road Resurfacing Projects. Smith**
24 **stated I'll second.** Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.**
25 Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

26 **8.0 F Fire Department**

27 None.

28 **8.0 G City Administrator Report**

29 **8.0 G.1 MN Public Employee Association Union Negotiation Process and Timeline Discussion**

30 Look stated that staff recommends Council consider the following options for the 2026-2028 union
31 negotiation process and determine their preference for moving forward.

32 1. Continue with past practice and have the City Administrator along with the Finance Director and
33 Public Works Manager initiate/facilitate negotiations between the City and Union. After meeting with
34 the Union, the City Administrator would provide the City Council a summary of the Union proposal—
35 continuing this process until an agreement is reached.

36 2. Have the City Administrator along with the City's Personnel Committee initiate and facilitate
37 negotiation between the City and Union. After meeting with the Union, the City Administrator would
38 provide the City Council a summary of the Union proposal—continuing this process until an
39 agreement is reached.

40 3. Outsource the entire negotiation to a third party or the City Attorney.

41 Smith asked what has been done in the past. Look stated that historically, City staff, including the City
42 Administrator, Finance Director, and Public Works Manager, have met with the Union Steward and

1 Union Agent to facilitate the negotiation process, which is ultimately ratified by both the Union and
2 City Council.

3 Erkel asked who is on the City's personnel committee. Look stated that he believes it is Anderson and
4 Smith.

5 Erkel suggested a combination of option 1 and 2. Look stated that it is done at the County, the
6 elected did not get involved at all, it was negotiated by an attorney then brought forward to them to
7 be ratified by the Board.

8 Look stated that if they hire a profession who has done this before, they have the leveraging power
9 that they may not have. Erkel asked what the additional cost would be. Look was not sure.

10 Look stated that it should be established before the budget, but it should not be rushed. Mundle
11 stated they would need a little more information on the cost for option 3.

12 Larson stated that there are various options to consider and he can talk to the City Administrator to
13 provide additional information so they can make an informed decision. Larson stated that he looks at
14 the collective bargaining agreement at the end and looks at all the contracts before they are
15 approved.

16 **Erkel stated I'll make a motion to table the Union Negotiation Process and Timeline Discussion and**
17 **direct staff to come back with comparable pricing. Smith stated I'll second.** Anderson asked any
18 discussion? To the motion, all in favor say aye. **All in favor.** Anderson asked any opposed? That
19 motion passes. **Motion passes unanimously.**

20 **9.0 – Other Items**

21 **9.0 A Staff Report**

22 Look stated that the Board of Appeals training cuts off this week.

23 Look stated that the Local Board of Appeals is scheduled for April 28, 2025.

24 Look added that one property, 455 Forest Road, has been tax condemned by the County and the
25 property will go up for auction.

26 Erkel asked if the resident of the property has come forward. Look stated that the neighbor has
27 complained because of the bad shape and the dangers it creates.

28 **9.0 B Council Reports**

29 Smith asked Larson to explain the difference between a strong and weak mayor system.

30 Larson stated that the weak mayor system is a mayor who is more of a propaganda figurehead and
31 their power is at best the same as the City Council. A strong mayor system acts as a city manager, are
32 full-time, appoint, and staff serves at the pleasure of the mayor.

33 Smith asked what East Bethel is considered. Larson stated that they lean more towards a weak
34 system.

35 Smith addressed Anderson on the comments he made at the prior City Council meeting and stated
36 that their discussions and facts should maintain a respectful dialogue and prioritize the well-being of
37 their community. Smith stated that the comments Anderson made need correction for the blame
38 Anderson placed on Smith for the toxicity in the Fire Department.

39 Erkel stated that it seemed illegal to make such negative comments to a public news source and
40 asked Larson to address the situation.

1 Larson stated that the First Amendment allows individuals to say anything they want.

2 Miller handed in a guideline and instructed staff to put together a barndominium ordinance in East
3 Bethel and get it into the next work meeting to discuss.

4 **9.0 C Other**

5 None.

6 **10.0 Adjourn**

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

9 Meeting adjourned at 8:10 p.m.

10 Submitted by:

11 Lilian Rokosz

12 *TimeSaver Off Site Secretarial, Inc.*



February 3, 2025

Grace Gerard

Appointment/Conditional Offer of Employment – City Planner

Dear Ms. Gerard,

At its regular meeting on Monday February 10, 2025, the City Council will consider approval of our recommendation (pending a successful background and reference check) to make an offer of employment for the City Planner position to you. The official start date for this position is March 3, 2025 with eligibility for City benefits starting April 1, 2025.

- Starting Wage: 2025 Pay Plan: \$29.01 per hour, Grade 6, Step A
- Insurance Benefits: 2025 Pay Plan: \$1,475 per month or \$737.50 per pay period
- Vacation: Earned at a rate of ten (10) days per year or 3.08 hours per pay period. You may use the vacation as you accrue the time.
- Safe and Sick Leave: One day, eight (8) hours per month. You may use the sick leave as you accrue time.
- Holidays: Thirteen (13) holidays per year.
- Probationary period: Six (6) months.
- Pay periods: Twenty six (26) pay periods per year.

If you have any questions, please do not hesitate to contact me at 763-367-7850. Welcome aboard!

Sincerely yours,

Matt Look
City Administrator

I have read and understand the offer of employment from the City of East Bethel. I accept the offer as presented:

Signature

02/03/2025
Date

Please sign and date the offer letter and return a copy of the signed letter for our file.
Thank you.

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



Date: February 10, 2024

Agenda Item Number: 8.0 A.1

Request: Consider Ordinance amendment to address “barndominiums” in East Bethel

Review Deadline: N/A

Background Information: Staff has been asked to explore possible ordinance amendments to address “barndominiums” or “shouses” in East Bethel. This has been expressed as a priority for the council, and this report is a starting point for discussion on the topic. This will help guide changes in the current code that are identified as either problems or opportunities.

Analysis: Definitions are the first step, and council has expressed interest in using the term “barndominium” to describe the housing type. Other terms, such as “shouses” and “barndos” have been used in other communities as well. For this discussion, a barndominium will be defined as:

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

As part of any ordinance update, the City will need to create a definition that clearly defines the use.

In 2020, the MN Building Code was updated, and specific regulations governing these barndominiums were implemented. They allow for pole barn type construction; however, the entire building must meet the minimum residential building code standards in addition to the regular pole barn construction standards. Attached to this report is a handout explaining more specifics for this type of construction and some examples of barndominium floorplans you can buy directly from Menards that show the range of design and size choices.

In order to create a new ordinance, the City should first define the problem it is trying to solve. There are three specific items that seem to be part of the discussion:

1. Size

Currently, the city code regulates detached accessory structures in Section 14 of the Zoning Ordinance (Appendix A of the City Code). While it specifies *detached*, the language in the code suggests it regulates both attached and detached. There are clear minimum size standards for attached garages and maximum accessory building square footage. The Code should be modified to clarify limits for attached, detached and combined accessory structure square footage. The Council should provide direction on how much attached accessory is acceptable. Typically, cities limit attached accessory structure square footage to ensure that residential structures are homes with attached garages not garages with attached homes. Barndominiums in the Menards floor plans are fairly well-balanced, but we have seen barndominiums where the garage space is three or four times the space of the living areas.

If the Council would like to, they may add additional regulations that control the maximum size of the attached garage or shop space or regulate the ratio of the living space to the garage space. This may mean that the garage space cannot exceed the size of the living space by more than 200% or something similar. Alternatively, the code could maintain its existing detached accessory structure size limitations and include attached accessory structures. Staff notes that the sizes allowed based on lot size are similar to surrounding communities of similar size and development as East Bethel.

Staff found examples of other communities who regulate this specific issue:

Apple Valley: Restricts the size of the attached garage to not exceed first floor living space, while detached are limited to 750 square feet in their R-1, R-2 and R-3 residential zones. (Section 155.053 Subd. A).

Bloomington: Limits the maximum garage or shop size based on the size of the principal living structure. This includes detached and attached spaces in residential zones. (Section 21.301.19).

Other communities, including Elk River, Oak Grove, Blaine, Columbus, Victori, Bethel and St Francis all regulate in a similar way to East Bethel. However, many do make it clear that detached and attached accessory structures are treated the same way for size restrictions.

- Does the Council believe that the amount of accessory square footage currently allowed is too little? If so, what would be an appropriate size limit?

2. Architecture

The City Code has some regulations regarding architecture for all building types other than single-family homes found in Section 28 of the Zoning Ordinance. Single Family dwellings are regulated by Section 13 of the Zoning Ordinance:

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

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

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

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

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

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

B. Single-family dwellings.

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

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

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

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

Barndominiums are sometimes proposed with metal roofs and siding and little architectural design.

- Is the Council interested in allowing a lower design standard for barndominiums than for other residential structures in residential districts? Is it reasonable to hold some homeowners to a different standard in the same zoning district?

3. Home Occupations

Finally, a remaining issue with these uses is whether the larger attached garage or shop may be used as a home occupation. Often, the request for a barndominium is driven by a desire to run a business out of the space. Currently, the City Code regulates these in Section 10.19 of the Zoning Ordinance. If the intent of an ordinance update is to allow more barndominiums, Council should consider possible impacts to home occupation requests and possible illegal operation of businesses, which would lead to more code enforcement time from staff.

- Council should discuss the potential for increased home occupations and the impact on City staffing and operations.

Summary: The Council should discuss whether barndominiums are something the City wishes to see more of and provide direction on:

1. Allowed size for barndominiums (and other changes desired to the accessory structure ordinance) and
2. Architectural standards

City Council Recommendation: City Council should give staff direction on how to pursue these changes. If the Council would like staff to proceed with an ordinance update, it would be required to be considered at a public hearing at the Planning Commission before coming back to Council for action. If the Council would like staff to bring a draft back prior to scheduling the public hearing, please provide that direction to staff.

Attachments:

1. Accessory Structure Code Section
2. Residential Standards Code Section
3. MN Building Code Handout
4. Menards Examples

City Council Action: Discuss and provide direction to staff on next steps.

SECTION 14. - DETACHED ACCESSORY STRUCTURES

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

1. - Permit regulations.

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

(Ord. No. 46, Second Series, 9-25-2013; Ord. No. 2020-03, 3-9-2020)

2. - General regulations.

- A. No accessory building or structure shall be constructed on any lot prior to construction of the principal structure without prior approval of the city council.
- B. Accessory structures located on lots that are subsequently subdivided shall be considered legal non-conforming structures.
- C. Every exterior wall, foundation, and roof of accessory structure(s) shall be reasonably watertight, weather tight, and rodent proof, and shall be kept in a good state of maintenance and repair. Exterior walls shall be maintained free from extensive dilapidation due to cracks, tears, or breaks of deteriorated plaster, stucco, brick, wood, or other material.
- D. All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and from decay by painting or other protective covering or treatment. A protective surface of an accessory structure(s) shall be deemed to be out of compliance if more than 25 percent of the exterior surface area is unpainted or paint is blistered or flaking. If 25 percent or more of the exterior surface of the pointing of any brick, block, or stone wall is loose or has fallen out, the surface shall be repaired.
- E. [Reserved.]
- F. No accessory building or detached private garage shall be located nearer the front lot line than the principal building except when the lot is three acres or greater and the existing principal building is located a minimum of 200 feet from the front lot line. Then the accessory building or detached private garage may be located closer to the front lot line than the principal dwelling, but

not closer than 50 percent of the principal dwelling's setback. In the case of a corner lot, the front lot line shall be located on the side on which the principal building is addressed. The remaining lot side with street frontage shall meet the minimum front yard setback.

- G. The area of a lean-to shall be included in the allowable square footage of detached accessory structures and will be subject to the square footage restrictions for a lot.
- H. Accessory structures on lakeshore lots may be placed between the principal building and the lakeshore or the right-of-way, and are subject to all setbacks and lot coverage.
- I. [Reserved.]
- J. The structure must not be designed or used for human habitation.
- K. No cellar, garage, tent, or accessory building shall be at any time be used as a residentially occupied space, independent residence or dwelling unit, either temporarily or permanently.
- L. For purposes of accessing storage, accessory structures may have exterior stairs to a second story in a side or rear yard.
- M. Engineered drawings are required for the permitting of all pole building over 2,000 square feet.
- N. Storage containers shall be placed on a foundation (minimum of a one inch in depth gravel base) to allow for surface drainage and prevent rust or deterioration of container floor.

(Ord. No. 46, Second Series, 9-25-2013; Ord. No. 48, Second Series, 2-5-2014; Ord. No. 48, Third Series, 6-4-2014; Ord. No. 2020-03, 3-9-2020; Ord. No. 2021-06, 10-11-2021; Ord. No. 2023-18, § 2, 9-25-23)

3. - Architectural and design requirements.

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

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

(Ord. No. 48, Third Series, 6-4-2014; Ord. No. 2021-06, 10-11-2021; Ord. No. 2023-18, § 3, 9-25-23)

4. - Size and number of accessory structures.

- A. Size of accessory structure:

1)

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

Parcel Size	Maximum Square Feet (square footage is inclusive for all allowable structures)	Maximum No. of Detached Accessory Structures	Maximum Sidewall Height Maximum Sidewall Height A, RR, R-1, R-2 & CL Districts *
Less than ½ acres	580 square feet	1	14 feet
½ acres	960 square feet	1	14 feet
¾ acres	1,100 square feet	1	14 feet
1 acres	1,240 square feet	1	14 feet
1¼ acres	1,380 square feet	1	14 feet
1½ acre	1,520 square feet	1	14 feet
1¾ acres	1,660 square feet	1	14 feet
2 acres	1,800 square feet	2	14 feet
2¼ acres	1,950 square feet	2	14 feet
2½ acres	2,100 square feet	2	14 feet
2¾ acres	2,250 square feet	2	14 feet
3 acres	2,400 square feet	2	14 feet
3¼ acres	2,475 square feet	2	14 feet
3½ acres	2,550 square feet	2	14 feet

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

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

- a) Roof pitch shall be no less than the minimum required by the International Building Code and shall not be the focal point of the property.
 - b) Accessory structures shall be of similar design and building materials as the principal building. Pole buildings shall match the design of the principal structure as practical as possible.
 - c) Accessory structures less than 200 square feet in all districts shall be limited to a sidewall height no greater than eight feet.
- 2) Storage containers shall not be calculated as allowable accessory structure square footage or number.
- 3) One storage container, up to 320 square feet, is allowed on properties of one acre to four acres. An additional 80 square feet is allowed for each acre thereafter.
- B. Fire escapes, landing places, open terraces, outside stairways, cornices, canopies, eaves, window protrusions, and other similar architectural features that extend no more than two feet into the required front, side, and rear yard setback are exempt from the detached accessory structure square footage calculation.

(Ord. No. 46, Second Series, 9-25-2013; Ord. No. 48, Second Series, 2-5-2014; Ord. No. 48, Third Series, 6-4-2014; Ord. No. 2020-03, 3-9-2020; Ord. No. 2021-06, 10-11-2021; Ord. No. 2023-18, § 4, 9-25-23)

5. - Exemptions.

Properties within the A zoning district are exempt from architectural and design requirements provided the building is used exclusively for agricultural use and is constructed in accordance with all other zoning ordinance regulations.

Structures of a mobile and temporary or recreational nature provided that:

- A. Do not adversely affect surrounding properties;
- B. Are removed or placed more appropriately on the property at the request of the city.

(Ord. No. 19, Second Series, 5-5-2010; Ord. No. 2023-10, 5-8-2023)

SECTION 41. - AGRICULTURAL DISTRICT (A)

1. - Purpose.

The purpose of this district is to allow agricultural activities that are compatible with adjacent rural residential land uses and which promote the rural atmosphere of the community until such time as the land may be developed for other appropriate rural uses. No more than one single-family dwelling is permitted per lot.

2. - Permitted uses.

- A. Single-family detached dwelling at a maximum density of one unit per ten acres.
- B. Licensed residential facility - Serving six or fewer persons.
- C. Agriculture, including crop production, sod farming, nurseries, and horticultural activities.
- D. Animal husbandry, including the raising of livestock, dairy animals, or game animals, and excluding animal feed lots and commercial stockyards.
- E. Raising of poultry, rabbits, or game birds.
- F. Recreation, public.
- G. Essential services, utility substation.
- H. Essential services, government.

3. - Accessory use.

- A. Barns and stables related to crop production and the raising of livestock, poultry, bees, rabbits, or game birds.
- B. Agricultural buildings and similar structures as regulated in Section 14. [Detached] Accessory Structures.
- C. Temporary/seasonal sales as permitted in Section 10. General Development Regulations.
- D. Amateur radio antennae less than 30 feet in height, as measured from ground level.
- E. Unlicensed daycare facility serving six or fewer persons.
- F. Licensed daycare facility serving 14 or fewer persons.

4. - Conditional uses.

- A. Places of worship.
- B. Electric power and communications transmission lines.

5. - Interim uses.

The following interim uses are permitted in the agricultural (A) district with an interim use permit (IUP):

- A. Raising of livestock or game animals at densities of more than five animals per acre.
- B. Golf courses.
- C. Agricultural composting.
- D. Home occupations as regulated by Section 10. General Development Regulations.
- E. Grading activities that move more than 1,000 cubic yards of material per acre.
- F. Domestic farm animals as regulated by Ordinance 115A.

6. - Development regulations.

A. Minimum lot requirements.

1)	Lot area	Not less than two acres with a maximum residential density of one unit/ten acres
2)	Lot width	300 feet at the public right-of-way; 300 feet at front building setback
3)	Minimum buildable area	23,000 square feet

B. Setbacks.

1)	Principal structure.		
	a)	Front yard	
		(1) City ROW	40 feet
		(2) State/county ROW	100 feet
	b)	Side street	
		(1) City ROW	40 feet

	(2)	State/county ROW	100 feet
	c)	Side yard	30 feet
	d)	Side street	25 feet
2)	Accessory structure.		
	a)	Front yard	
	(1)	City ROW	40 feet
	(2)	State/county ROW	100 feet
	b)	Side street	
	(1)	City ROW	40 feet
	(2)	State/county ROW	100 feet
	c)	Side yard	10 feet
	d)	Rear yard	10 feet

C. Maximum height.

1)	Principal structure	Measured to the eave, a maximum height of three stories or 30 feet, whichever is less.
2)	Detached accessory structure	30 feet

D. Minimum floor area.

1)	Single-level unit	1,000 square feet
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2)	Full two-story with full basement	720 square feet
3)	All other units	900 square feet (main floor plus additional area)

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

SECTION 42. - RURAL RESIDENTIAL (RR) DISTRICT

1. - Purpose.

- A. The rural residential (RR) district is designed to accommodate residential land uses at low densities that promote the rural character of East Bethel and provide an environment of peace and tranquility for district residents. Residential uses within this district shall rely upon on-site sewage treatment systems and private wells rather than public utility facilities. No more than one single-family dwelling is permitted per lot.

2. - Permitted uses.

- A. Single-family detached dwelling.
- B. Licensed residential facility—Serving six or fewer persons.
- C. Recreation-public.
- D. Agricultural use.
- E. Essential services, government.

3. - Accessory uses.

- A. Private garage, carport, or parking space.
- B. Private swimming pool, tennis court, or other similar facility used by a single family.
- C. Shelters temporarily located on-site for construction activities during construction or for six months, whichever is less.
- D. Accessory structures as regulated by Section 14. [Detached] Accessory Structures.
- E. Unlicensed daycare facility serving six or fewer persons.
- F. Licensed daycare facility serving 14 or fewer persons.
- G. Pasture—other uses customarily associated with but subordinate to a permitted use as determined by the city council.

H. 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.

I. Kennel, private.

4. - Conditional uses.

- A. Places of worship.
- B. Schools.
- C. Cemeteries.
- D. City-sponsored senior housing.
- E. Essential services, utility substation.

5. - Interim uses.

The following interim uses are permitted in the RR district with an interim use permit:

- A. Home occupations, as regulated by Section 10. General Development Regulations.
- B. Golf courses.
- C. Outside storage of more than five motor vehicles, recreational vehicles, items of equipment, or trailers.
- D. Grading activities that move more than 1,000 cubic yards of material per acre.
- E. Amateur radio antennae less than 30 feet in height.
- F. Domestic farm animals as regulated by City Code chapter 10.
- G. Craft center.

6. - Certificate of compliance.

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

7. - Development regulations.

A. Minimum lot regulations.

1)	Lot area	Two acres, with a density not to exceed one unit per two and one-half acres
2)	Lot width	200 feet at public right-of-way, 200 feet at front building setback

3)	Minimum buildable area	23,000 square feet
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B. Setbacks.

1)	Principal structure		
	a)	Front yard	
		(1)	City right-of-way 40 feet
		(2)	County/state right-of-way 100 feet
	b)	Side street	
		(1)	City right-of-way 40 feet
		(2)	County/state right-of-way 100 feet
	c)	Side yard 25 feet	
	d)	Rear yard 25 feet	
2)	Detached accessory structure		Same as above

C. Maximum height.

1)	Principal structure	Measured to the eave, maximum height of three stories or 30 feet, whichever is less.
2)	Detached accessory structure	Shall comply with Section 14.3.A. Roof pitch and style shall match the principal structure.

D. Minimum floor area.

1)	Single-level unit	1,000 square feet
2)	Full two-story with full basement	720 square feet
3)	All other units	900 square feet
		(main floor plus additional area)

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

SECTION 43. - SINGLE-FAMILY RESIDENTIAL (R-1) DISTRICT

1. - Purpose.

A. The single-family residential (R-1) district is intended and designed to provide for certain low-density residential areas now developed with single-family dwellings and areas where similar residential development is likely to occur. No more than one single-family dwelling is permitted per lot.

2. - Permitted uses.

- A. Single-family residential.
- B. Licensed residential care facility—Serving six or fewer persons.
- C. Recreation—Public.
- D. Essential services—Governmental.

3. - Accessory uses.

The following accessory uses are permitted in the R-1 district:

- A. Accessory structures as regulated by Section 14. Accessory Structures.
- B. Private swimming pool, tennis court, or other similar facility used by a single family.
- C. Unlicensed day care facility—serving six or fewer persons.
- D. Licensed day care facility—serving 14 or fewer persons.

- E. Shelters temporarily located on-site for construction activities during construction or for six months, whichever is less.
- F. Other uses customarily associated with but subordinate to a permitted use as determined by the city.
- G. 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.
- H. Kennel, private.

4. - Conditional uses.

- A. Principal use.
 - 1) Places of worship.
 - 2) Essential services, utility substations.
 - 3) Schools.
- B. Bed and breakfast inn.
- C. Electric power and communications transmission lines.
- D. Other uses similar to those permitted in this section as determined by city council.

5. - Interim uses.

The following interim uses are permitted in the R-1 district with an interim use permit:

- A. Home occupations, as regulated in Section 10. General Development Regulations.
- B. Golf courses.
- C. Telecommunication tower.
- D. Grading activities that move more than 1,000 cubic yards of material per acre.
- E. Domestic farm animals as regulated by City Code Chapter 10.

6. - Certificate of compliance.

- A. Temporary/seasonal sales as permitted in Section 10. General Development Regulations.
- B. Reserved.

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

7. - Development regulations.

- A. Minimum lot requirements.

1)	Lot area		
	(a)	Without sewer and water	10 acres
	(b)	With sewer and water	11,800 square feet
	(c)	Shoreland overlay district with sewer and water	As regulated by [Section]_57. Shoreland Overlay District
2)	Lot width		
	(a)	Without sewer and water	300 feet at the public right-of-way
	(b)	With sewer and water	80 feet at the public right-of-way
3)	Minimum buildable area		
	(a)	Without sewer and water	23,000 square feet
	(b)	With sewer and water	8,260 square feet

B. Setbacks.

1)	Principal structure		
	(a)	Front yard	
		(1) City right-of-way	30 feet
		(2) > County/state right-of-way	> 100 feet
		(3) Shoreland overlay	25 feet

	(b)	Side yard	10 feet
	(c)	Side street	
	(1)	City right-of-way	25 feet
	(2)	> County/state right-of-way	> 100 feet
	(d)	Rear yard	25 feet
2)	Detached accessory structure		
	(a)	Front yard	Must meet required setback of principal structure and cannot be located between the principal structure and the street
	(b)	Side street	25 feet and cannot be located between the principal structure and the street
	(c)	Side yard	10 feet
	(d)	Rear yard	10 feet

C. Building height:

1)	Principal structure	Measured to the eave, maximum height of three stories or 30 feet, whichever is less.
2)	Detached accessory structure	Shall be limited to one story with a maximum sidewall height of ten feet, measured from the interior floor surface to the underside of the truss. Roof pitch and style shall match the principal structure.

D. Minimum floor area.

1)	Single-level unit	1,000 square feet
2)	Full two-story with full basement	720 square feet
3)	All other units	> 900 square feet
		(main floor plus additional area)

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

8. - Maximum lot coverage.

A.	R-1 not located in the shoreland overlay district	50 percent
B.	All properties located in the shoreland overlay district	As regulated by <u>Section 57</u> . Shoreland Overlay District

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

SECTION 44. - SINGLE-FAMILY AND TOWNHOME RESIDENTIAL (R-2) DISTRICT

1. - Purpose.

The single-family and townhouse residential (R-2) district is intended to allow a mix of single-family and attached/detached townhomes at a more typical single-family density; to reflect the character of its transitional setting on the fringe of the urbanized area of the city served by public sewer and water; and to

broaden the choice of residential living styles in the city. The mix of detached and attached housing units shall reflect a minimum 60 percent detached and a maximum 40 percent attached dwelling ratio in any given residential subdivision.

2. - Permitted uses.

- A. Single-family residential detached.
- B. Single-family residential attached—Maximum six units per building.
- C. Licensed residential care facility—Serving six or fewer persons.
- D. Recreation—Public.
- E. Essential services, government.

3. - Accessory uses.

The following accessory uses are permitted in the R-2 district:

- A. Detached accessory structures serving detached single-family units only as regulated by Section 14. [Detached] Accessory Structures.
- B. Swimming pool, tennis court, or other similar facility.
- C. Unlicensed day care facility, serving six or fewer persons.
- D. Licensed day care facility serving 14 or fewer persons.
- E. Shelters temporarily located on-site for construction activities during construction or for six months, whichever is less.
- F. Other uses customarily associated with but subordinate to a permitted use as determined by the city.
- G. 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 substations.
- B. Place of worship.
- C. School.
- D. Hospital services.
- E. Licensed residential care facility—Serving seven or more persons
- F. Senior housing, housing with services, assisted living, or skilled nursing facility.

G. Other uses similar to those permitted in this section as determined by the city council.

(Ord. No. 48, Fifth Series, 6-6-2018)

5. - Interim uses.

The following interim uses are permitted in the R-2 district with an interim use permit:

- A. Home occupations, as regulated in Section 10. General Development Regulations.
- B. Golf course.
- C. Tower.
- D. Kennel, private.
- E. Grading activities that move more than 1,000 cubic yards of material per acre.
- F. Domestic farm animals as regulated by Ordinance 115A.

6. - Certificate of compliance.

- A. Temporary/seasonal sales as permitted in Section 10. General Development Regulations.
- B. Reserved.

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

7. - Development regulations.

A. Minimum lot requirements.

1)	Lot area		
	(a)	Without sewer and water	10 acres
	(b)	With sewer and water	
		(1)	Detached single-family 8,250 square feet
		(2)	Detached townhome 6 units per acre
		(3)	Attached townhome 6 units per acre
		(4)	Shoreland overlay district with sewer and water As regulated by <u>Section 57.</u> Shoreland Overlay District

2)	Minimum buildable area			
	a)	Without sewer and water		23,000 square feet/unit
	b)	With sewer and water		
		(1)	Detached single-family	6,600 square feet
		(2)	Detached/attached townhome	5,000 square feet/unit
3)	Lot width			
	(a)	Without sewer and water		300 feet at the public right-of-way
	(b)	With sewer and water		
		(1)	Detached single-family	80 feet at the public right-of-way
		(2)	Detached townhome	60 feet at the public right-of-way except developments with common site area owned and maintained by a homeowner's association shall not have a required minimum lot width
		(3)	Attached townhome	No established minimum lot width

B. Setback.

1)	Principal structure		
	a)	Front yard	

		(1)	City right-of-way	30 feet
		(2)	County/state right-of-way	100 feet
		(3)	Side yard	10 feet
		(4)	Side street	25 feet
		(5)	Rear yard	25 feet
		(6)	Internal	20 feet between principal structures
		(7)	Shoreland overlay	25 feet from public right-of-way
		(8)	Maximum height	Measured to the eave, maximum height of three stories or 30 feet, whichever is less
2)	Detached accessory structure			
	a)	Front yard		Must meet required setback of principal structure and cannot be located between the principal structure and the street

	b) Side street	25 feet and cannot be located between the principal structure and the street
	c) Side yard	10 feet
	d) Rear yard	10 feet

C. Building height.

1)	Principal structures	Measured to the eave, maximum height of three stories or 30 feet, whichever is less
2)	Detached accessory structures	Shall be limited to one story with a maximum sidewall height of ten feet, measured from the interior floor surface to the underside of the truss. Roof pitch and style shall match the principal structure.

D. Minimum floor area.

1)	Single-level unit	1,000 square feet
2)	Full two-story with full basement	720 square feet
3)	All other units	900 square feet
		(main floor plus additional area)

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

8. - Maximum lot coverage.

A.	R-2 not located in the shoreland overlay district	50 percent
B.	All properties located in the shoreland overlay district	As regulated by <u>Section 57</u> . Shoreland Overlay District

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

BARNDOMINIUMS/SHOUSES and the 2020 MINNESOTA RESIDENTIAL CODE

Minnesota Department of Labor and Industry

What are barndominiums and shouses?

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

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



Example of a barndominium/shouse.

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

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

Do barndominium and shouse requirements apply for all of Minnesota?

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

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

Are building permits required for all barndominiums and shouses?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Do barndominiums and shouses require frost depth footings?

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

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

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

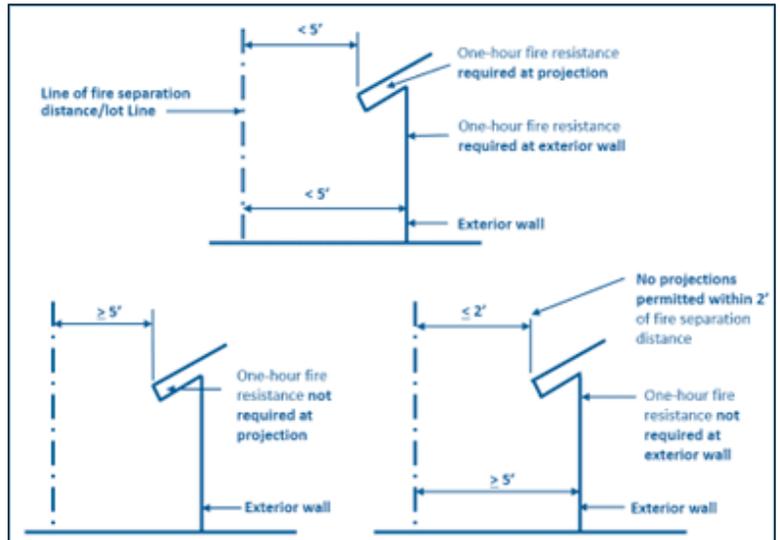
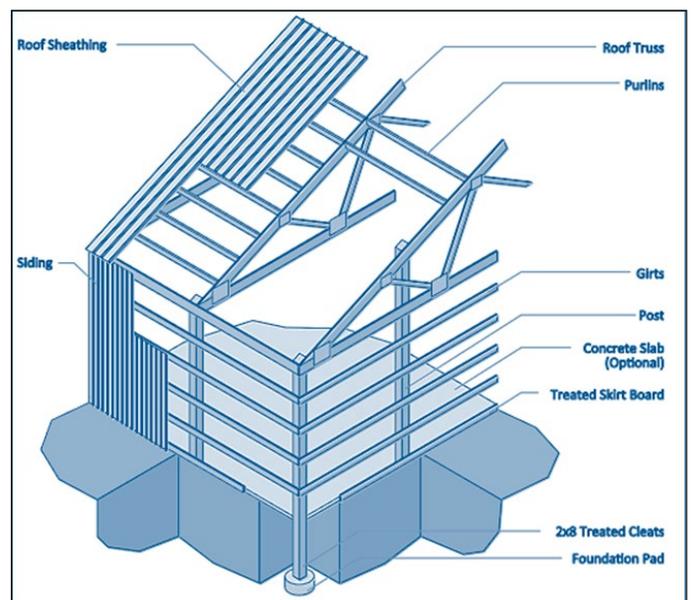


Table R302.1(1) – Exterior walls (without fire sprinklers)

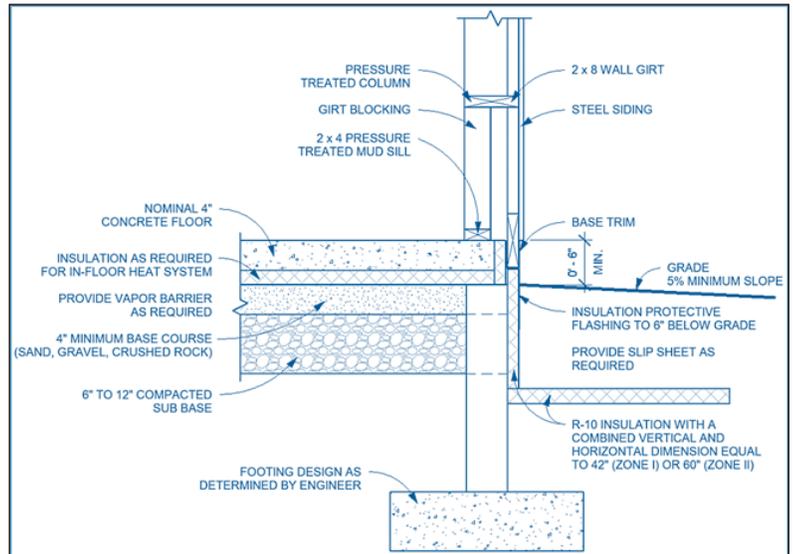


Typical post/frame components.

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

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

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



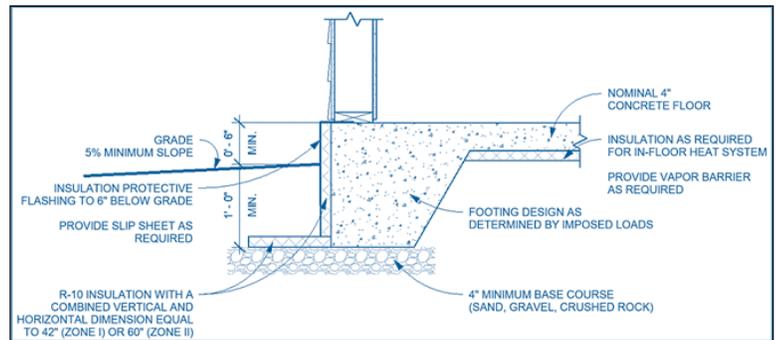
Example of slab-on-grade insulation for post frame.

Do post frame barndominiums and shouses require radon control systems?

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

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

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



Example of slab-on-grade insulation.

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

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

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

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

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

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

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

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



Example of a barndominium/shouse.

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

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

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

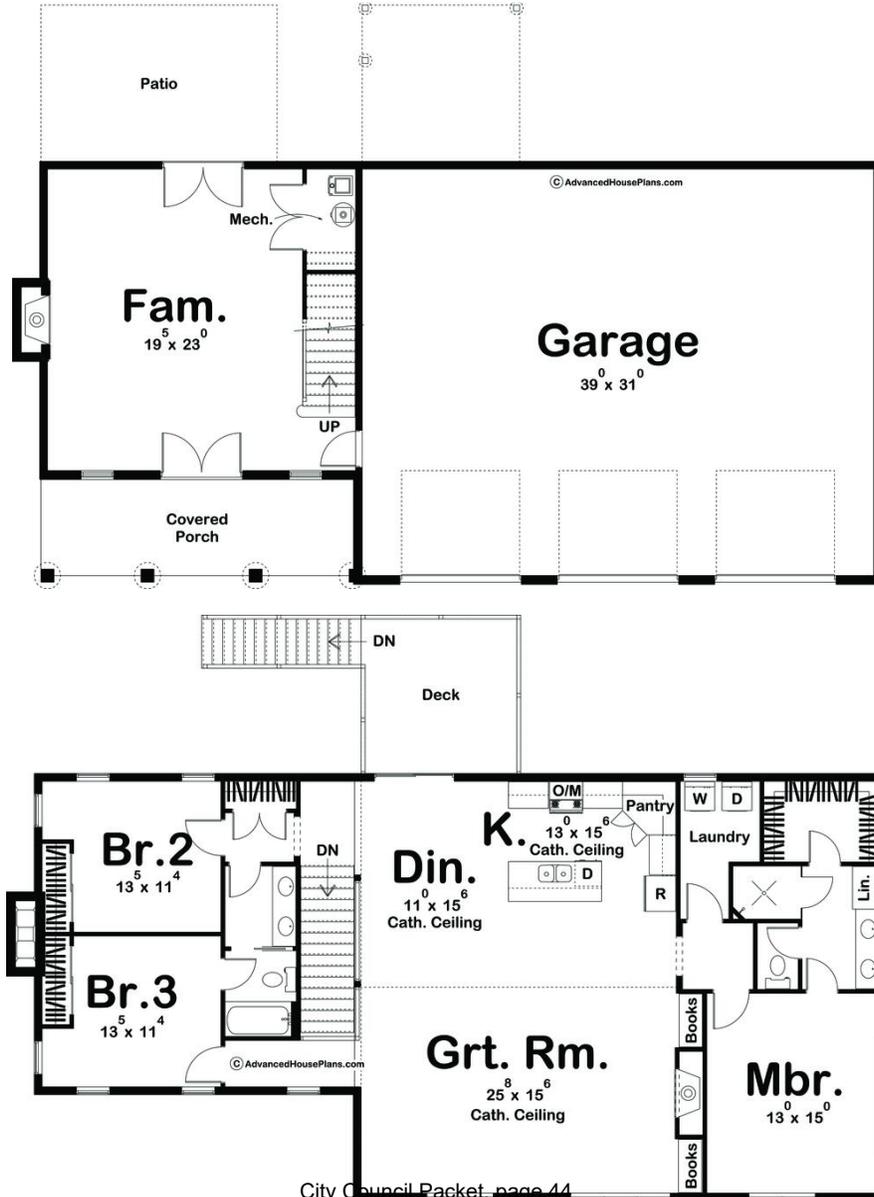
Yes. The code requires all heated and unheated structures with exterior wall sheathing to have WRB. The WRB is placed over the exterior wall sheathing prior to installation of the exterior cladding (siding) to prevent water accumulation within the wall assembly. Post frame construction is required to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

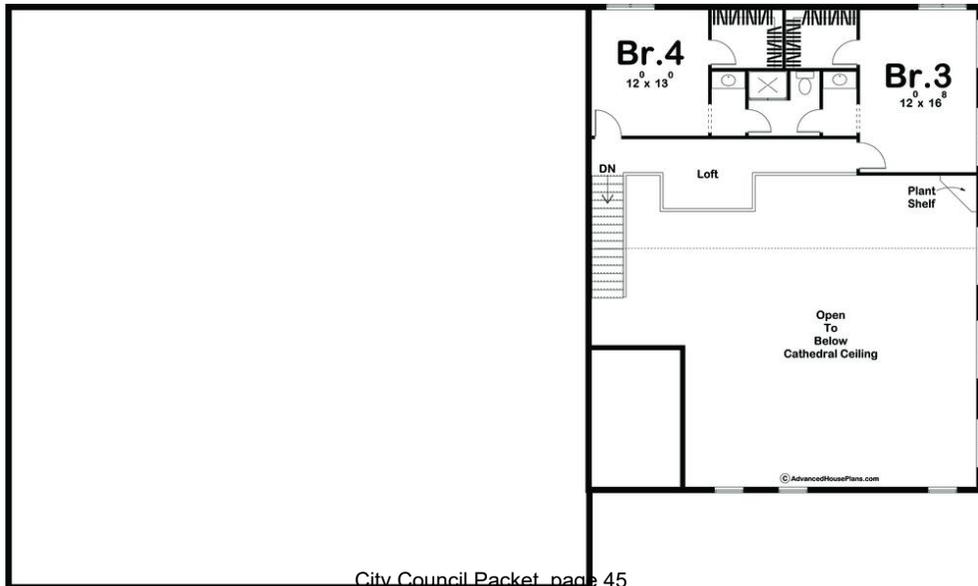
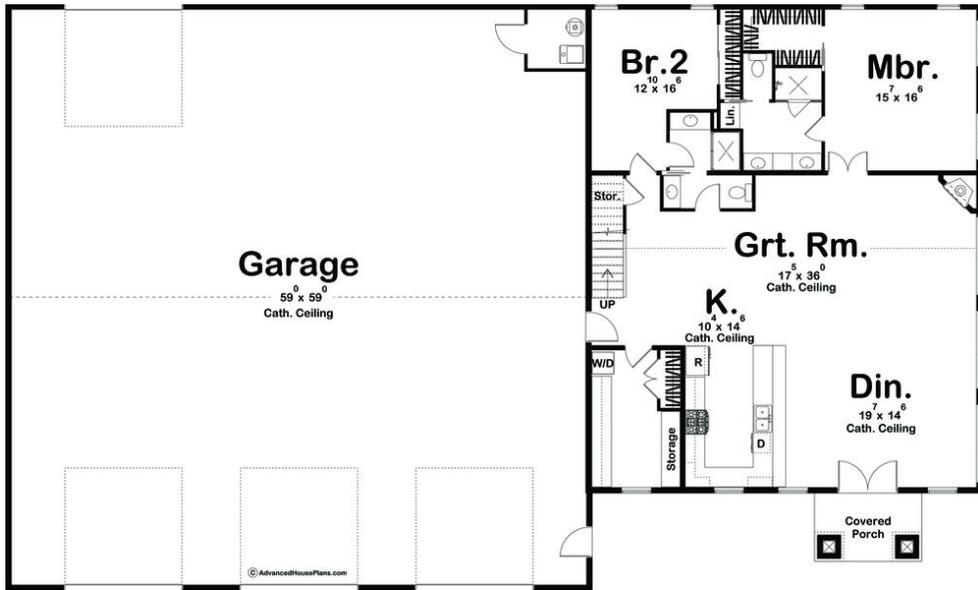
Are barndominiums and shouses required to have an ice barrier installed for roof covering materials?

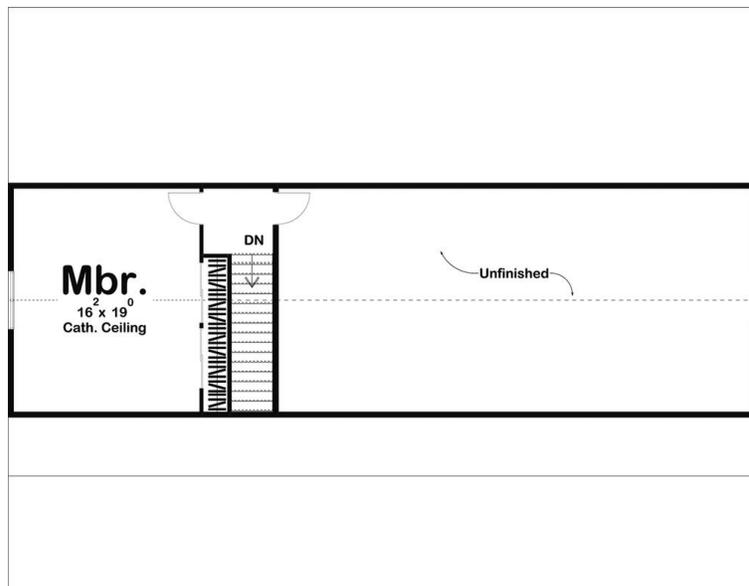
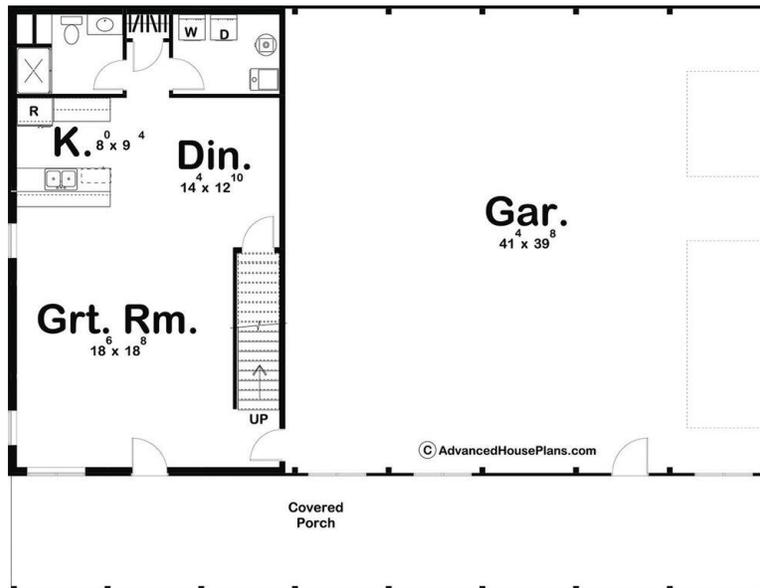
Barndominiums and shouses are single-family dwellings and must comply with code requirements for those structures. Ice barriers are required as specified in the code for each type of roof covering material and the manufacturer's installation instructions. [R905.1, R905.1.2]

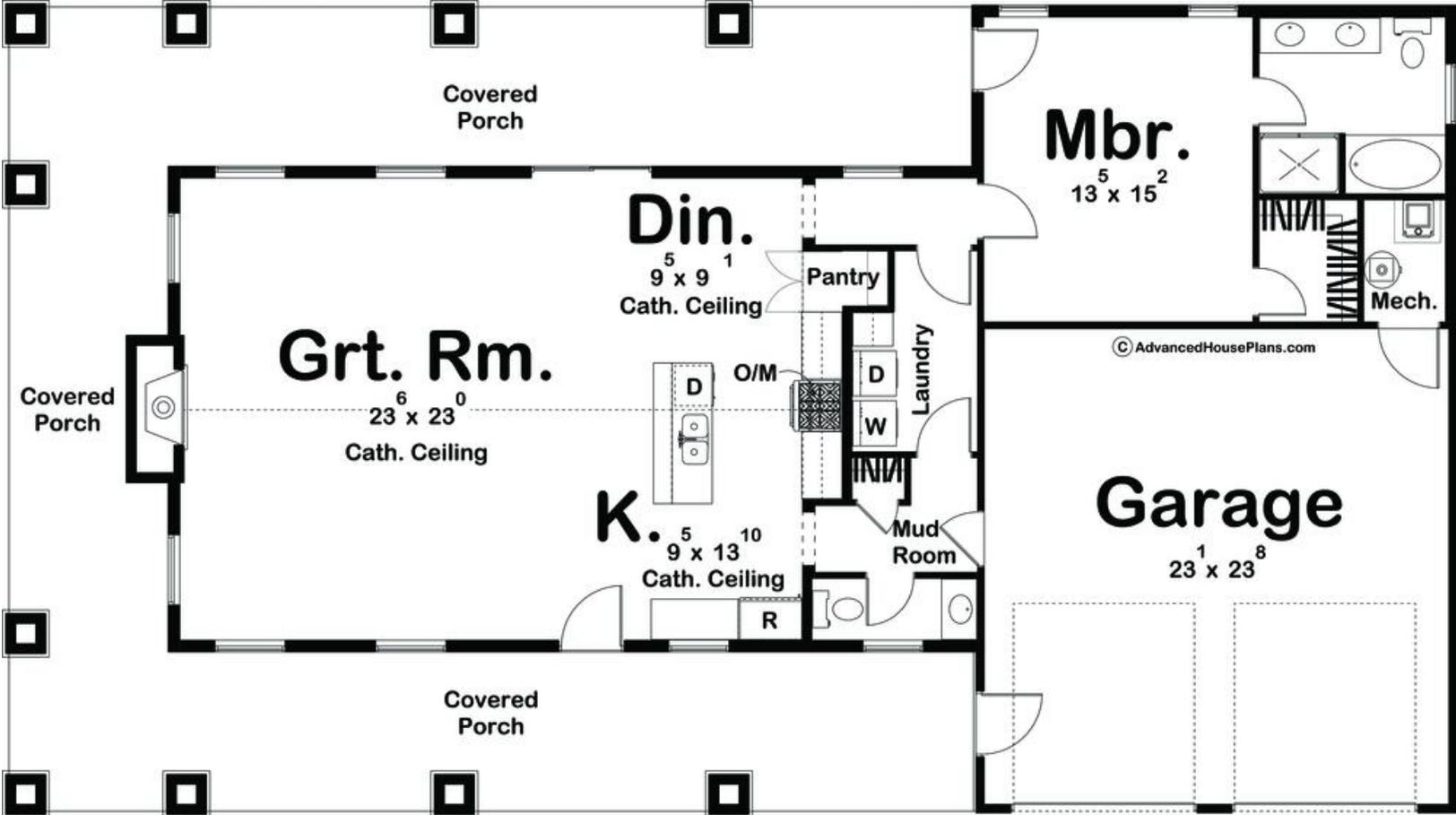
Instead of buying wood trusses for a barndominiums and shouses, can an individual fabricate their own?

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









RIGHT-OF-WAY AGREEMENT

THIS RIGHT-OF-WAY AGREEMENT (the "Agreement") is made as of the ~~16~~ day of ~~June~~, 202~~50~~, between the City of ~~Wayzata~~East Bethel, Minnesota, a Minnesota municipal corporation, ~~600 Rice Street~~, ~~Wayzata~~East Bethel, Minnesota ("CITY"),

and Comcast

of ~~A~~Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, Inc., a Delaware corporation, with its principal offices located at 10 River Park Plaza, St. Paul, MN 55107 ("GRANTEE").

RECITALS:

WHEREAS, GRANTEE is registered and in good standing under the laws of the State of Minnesota and is a "telecommunications right-of-way-user" as defined under Minnesota Statute Section 237.162; and

WHEREAS, GRANTEE, or its operating affiliate, has certified that to the extent required, it has obtained a Certificate of Authority from the Minnesota Public Utilities Commission to the extent that it will be providing local exchange services, intrastate interexchange services, high-capacity dedicated private line services, and/or special and switched access services throughout the service territory within the greater Minneapolis/St. Paul metropolitan area, which are regulated communications functions; and

WHEREAS, GRANTEE has voluntarily chosen to enter into this Agreement with the ~~City~~ CITY and comply with the provisions contained herein with full knowledge of applicable Minnesota laws; and

WHEREAS, ~~City~~ CITY has authority to grant licenses and easements with respect to its rights- of-way only as expressly specified in applicable law; however, the ~~City~~ CITY makes no representation, guaranty or warranty with respect to its title or interest in said rights-of-way;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ~~City~~ CITY and GRANTEE agree as follows:

1. **Definitions.** For the purposes of this Agreement, the terms below shall be defined as follows:

a. **"Cable Services"** shall be defined consistently with the definition found in the Communications Act of 1934, as amended and interpreted by courts.

a.b. **"City"** means the City of ~~Wayzata~~East Bethel, Minnesota.

b.c. **"Facilities"** means fiber optic cables through two conduits each of a size of one

and one-half inch (1.5") installed with no greater than a three inch (3") drill bit, converters, splice boxes, cabinets, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances, and related facilities located by GRANTEE or to be located by GRANTEE in the Public Right(s)-of-Way of the ~~City~~ CITY and used or useful for the transmission of Telecommunications or Information Services and shall not be used to provide Cable Services.

e.d. **"Law"** means any local, state or federal statute, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction, judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority.

e.e. **"Public Right(s)-of-Way"** means the area(s) on, below, or above a public roadway, highway, street, cartway, bicycle lane, and public sidewalk which is owned by the ~~City~~ CITY or under the control of the City, including other dedicated rights-of-way for travel purposes and utility easements of City. A Public Right- of-Way does not include the airwaves above a Public Right-of-Way with regard to cellular or other non-wire telecommunications or broadcast service.

e.f. **"Telecommunications Services"** shall be defined consistently with the definition found in the Communications Act of 1934, as amended and interpreted by courts.

e.g. **"Telecommunications Right-of-Way User"** means a person owning or controlling a facility in the public right-of-way, or seeking to own or control a facility in the public right-of-way, that is used or is intended to be used for providing wireless service, or transporting telecommunications or other voice or data information.

e.h. **"Information Services"** shall be defined consistently with the definition found in the Communications Act of 1934, as amended and interpreted by courts.

2. **License and Easement.** Subject to the provisions of this Agreement, and all applicable Law, the ~~City~~ CITY hereby grants a non-exclusive license ~~and easement~~ to GRANTEE to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove and replace the Facilities in, under, over, across and along the Public Rights-of-Way for the purpose of providing Telecommunications or Information Services within the license area shown on the attached EXHIBIT B and which shall be provided to every address therein.

3. **Term.** The term of said license and encroachment shall be for an initial period of eight (8) years commencing on the date of the signing of this Agreement. The parties agree that the encroachment shall automatically renew for additional one (1) year periods, unless either party gives a minimum of ninety (90) days advance written notice to the other of intent to terminate prior to the end of said one (1) year period.

4. **No Property Interest.** This Agreement is not a grant by the ~~City~~ CITY of any fee simple property interest to GRANTEE and is made subject and subordinate to the prior, ~~and~~ continuing, ~~and future~~ right of the ~~City~~ CITY to use the Public Rights-of-Way in any manner allowed by Law as a street and any other public use by the ~~City~~ CITY or other government entity and for the any public purpose of, including but not limited to, laying, constructing installing, maintaining, locating, moving, operating, placing, reconstructing, reinstall, relocate, repairing, protecting, replacing and removing public roadways, highways, streets, cartways, bicycles lanes, public sidewalks, sanitary sewers, water mains, storm drains,

gas mains, poles and for other municipal uses and for other telecommunication uses and with right of ingress and egress, along, over, under, across, and in said Public Rights-of-Way.

4. _

5. **Permit Applications and Issuances.** GRANTEE shall apply for a permit for all work and each job within or affecting any the Public Rights-of-Way, including, but not limited to, a permit for _

5. any street openings, excavations, obstructions or closures (in whole or in part), deviations and detours, and other acts that affect use of the Public Right-of-Way or would impact users thereof. GRANTEE shall provide the ~~City~~ CITY will not less than sixty (60) days notice prior to performing work that will cause the excavation or obstruction of any Public Rights-of-Way. Prior to permit issuance, GRANTEE shall furnish detailed plans of the work to be done and such other information as required by ~~City~~ CITY and by Law, and shall pay all processing, field marking, engineering, inspection, security and any other fees prior to issuance of the required permits in accordance with the rates in effect at the time of payment subject to Section 17 hereof ("**Other City Requirements**"). Upon execution of this Agreement and the performance by GRANTEE of any conditions precedent contained herein and satisfactory performance of previously issued permits, ~~City~~ CITY will issue GRANTEE all reasonably necessary permits that comply in accordance with City's permitting procedures as may from time to time be amended in accordance with applicable law.

6. Location and Relocation of Facilities. GRANTEE agrees to place its Facilities underground in a location agreed to by the City Engineer and in such a manner that does not interfere with the Public Rights-of-Way or the use thereof by the City, any other government entity, or adjacent private property owners. The Facilities shall be located so as to account for the reasonable convenience of property owners adjacent the Public Rights-of-Way. GRANTEE shall not erect any poles or other wire-holding structures without prior written approval by ~~City~~ CITY and, if such approval is received then GRANTEE shall not have any vested interest in said poles or wire-supporting structures which shall be removed, modified, or relocated by GRANTEE and ~~City~~ CITY request. In those areas of ~~City~~ CITY where GRANTEE's Facilities are located on above-ground transmission or distribution facilities of City, GRANTEE, a public utility, or other telecommunications provider, if any, GRANTEE agrees to relocate or install its Facilities underground when (a) the any utility, on whose poles to which GRANTEE has attached its Facilities are removed, (b) is required to relocate its facilities underground by the City, or (c) as otherwise directed by the ~~City~~ CITY to remove or modify the Facilities, or (b) City requires all telecommunications providers to relocate their above ground facilities underground within the Rights of Way subject to the permit. GRANTEE shall also relocate any of the its Facilities installed, used and maintained under this Agreement, if and when made necessary by (a) any lawful change of grade, alignment, ~~or~~ width, reconfiguration, or use of any Public Rights-of-Way or infrastructure using the Public Rights-of-Way, (b) the construction, maintenance, ~~or~~ operation, improvement, expansion, repair, maintenance, replacement, or reconfiguration of any underground subway or viaduct infrastructure by the ~~City~~ CITY or any other government entity whether above, within, below, upon, across, or along the Public Rights-of-Way, and/or (c) the construction, maintenance or operation of any other City underground or above ground facilities and/or (c) the health, safety, or convenience of the general public or relating to travel along the Public Rights-of-Way. GRANTEE agrees to relocate or install its Facilities underground or elsewhere for any of the foregoing reasons at its own cost within one hundred twenty (120) days of the City's request (except for and unless emergencies or public health, welfare, and safety situations require more immediate relocation in which event the CITY notice requirement does not apply) and the ~~City~~ CITY agrees to expeditiously approve permits relating to GRANTEE's reasonable plans for any such relocation or installation that are consistent with the City ordinances, procedures, and with this Agreement. GRANTEE shall ensure that all Facilities are, at all times, in compliance with all applicable Law.

7. Manner of Construction. All work, including but not limited to, the construction, installation, operation, maintenance and removal of GRANTEE'S Facilities shall be accomplished without cost or expense to ~~City~~ CITY and in such a manner so as not to endanger persons or property, or unreasonably obstruct or interfere with travel on along, over, under, across, and in any use, including but not limited to any street, highway, road, trail, path, or facility sidewalk, or other access thereon within said Public Rights-of-Way. GRANTEE shall complete construction of its Facilities in accordance with the Law and in a reasonably timely manner as the weather permits, which shall not exceed two (2) years. GRANTEE shall avoid disturbing any uses, including but not limited to any public streets, roads, trails, paths, or sidewalks, or other infrastructure that have been constructed by the ~~City~~ CITY or any other government entity within five (5) years of application by GRANTEE for Public Rights-of-Way permits for affecting said improvements street, road, trail, path, or sidewalk. GRANTEE shall

8.7. coordinate its construction schedule with the City's schedule of public improvements to minimize disruption and damage to City streets and other public improvements. The ~~City~~ CITY shall keep GRANTEE reasonably apprised of its schedule of public improvements at all times during the construction of the Facilities, but GRANTEE shall be responsible to ensure coordination of construction schedules. GRANTEE shall only engage in construction when reasonably necessary for to install and maintain its Facilities and only upon obtaining any necessary City permits and upon giving the ~~City~~ CITY 3044 days' written notice (except as allowed in Section 14). All work performed by GRANTEE or its designee in the Public Rights-of-Way or under this Agreement shall be warranted for two (2) after deemed complete by the City.

9. No Interference. Except as permitted by applicable Law and this Agreement, in the performance and exercise of its rights and obligations under this Agreement, GRANTEE shall not interfere in any manner with the existence and or operation of any and all Public Rights- of-Way, private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable televisions wires, and d

8. other telecommunications, utility, municipal and other public property or infrastructure without the written approval of the owner(s) of the affected property. It is GRANTEE's duty to determine the location of all utilities and to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, replace, and restore~~install, maintain, replace, etc.~~ its Facilities and surround area so as not to interfere with said utilities or other facilities or infrastructure. GRANTEE agrees to register its Facilities as part of the Gopher One Call system and to provide the City CITY with contact information required by Law. If interference is determined to exist, GRANTEE shall immediately repair the Facilities in order to cease such interference and GRANTEE agrees it shall be liable for any damages resulting from such interference.

10.9. Required Authorization. GRANTEE shall, upon City's written request, provide City CITY with sufficient information to establish that it, ~~or~~ its operating affiliate, and any other owner or operator of the Facilities has obtained all required government approvals and permits to construct and operate the Facilities and to offer and provide Telecommunications or Information Services, including any certification or other documentation required by the Minnesota Public Utilities Commission or any other regulatory entity. Upon request, GRANTEE shall specifically inform the City CITY of the types of services that are provided by or through the Facilities and the names of any entities that provide those services. This shall include a representation by GRANTEE does not provide any Cable Services or any other services that could lawfully be subjected to a franchise fee.

11.10. Bond. GRANTEE shall post and maintain a performance bond in an amount reasonably related to the construction cost of the Facilities including restoration of Public Rights-of-Way and other property affected by ~~the construction~~ GRANTEE's acts and omissions, and to cover costs outlined on Exhibit A, which amount shall be mutually determined by GRANTEE and City CITY prior to issuance of any permits. Such bond shall remain in force until 180 days~~sixty (60) days after substantial completion of~~ GRANTEE's permit is closed, ~~construction,~~ and upon the expiration of the warranty period and acceptance by the City CITY for as reasonably determined by City, including restoration ~~GRANTEE's work in~~ of Public Rights-of-Way and other property affected by the construction. The bond shall be issued in a form and by a bonding company located in Minnesota and approved by the City, which approval shall not be unreasonably withheld. Each permit shall require a performance bond. -

12.11. Maps. Within sixty (60) days of completing its construction of the Facilities, GRANTEE shall provide City CITY with an accurate map(s) (or discs) certifying the location of all Facilities within the Public Rights-of-Way as-built in a format consistent with City's electronic mapping system.

13.12. Condition of Facilities. GRANTEE agrees to keep its Facilities in good and safe condition and free from any nuisance.

14.13. Damage. GRANTEE shall be responsible for damage to City CITY street pavements, ~~existing~~ utilities, curbs, gutters and sidewalks, and any other infrastructure, improvements, or property, trees, grass, and landscaping, affected ~~whether public or private~~, due to GRANTEE's laying, constructing installing, maintaining, locating, moving, operating, placing, reconstructing, reinstall, relocate, repairing, protecting, replacing, or removing installation, maintenance, repair or removal of its Facilities in Public Rights-of-Way, and shall repair, replace and restore the damaged Public Rights-of-Way and any other disturbed area,

infrastructure, and improvements at its sole expense and subject to approval by City, which approval shall not be unreasonably withheld or delayed. GRANTEE shall not have the right to trim or remove trees, bushes, or brush from the Public Rights-of-Way without specific prior written approval from ~~City~~ CITY and GRANTEE shall be responsible for all damages.

15.14. Emergency Work. In the event of any emergency in which any of GRANTEE's Facilities located in, above or under any Public Rights-of-Way are damaged, or if GRANTEE's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, GRANTEE shall immediately take appropriate emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this Agreement or a subsequent ordinance. However, this shall not relieve GRANTEE from the requirement of immediately notifying ~~City~~ CITY of the emergency work and obtaining any permits necessary for this purpose upon completion of the repairs or within 24 days of the emergency, whichever occurs first.

16.15. Restoration of Public Rights-of-Way. When constructing installing, maintaining, locating, moving, operating, placing, reconstructing, reinstall, relocate, repairing, protecting, replacing or removing any Facilities ~~removal or relocation of the Facilities are required~~ under this Agreement, GRANTEE shall ~~, after the removal or relocation of the Facilities,~~ at its own cost, repair and return the Public Rights-of-Way on or within which the Facilities are or were located, any infrastructure or other improvements, and any other areas disturbed by the work, to the same or better condition existing before such ~~removal or relocation~~ work was undertaken. The work must be completed with reasonable promptness and the adequacy of the repair and restoration shall be determined by the ~~City~~ CITY in its sole discretion. If GRANTEE does not properly perform and complete the work, remove all dirt, rubbish, equipment, and material, and restore the Public Rights-of-Way and other public and private property affected by the construction work to the same or better condition, then ~~City~~ CITY may restore the Public Rights-of-Way, any infrastructure or other improvements and other affected areas to the same condition, and GRANTEE shall pay to ~~City~~ CITY the reasonable costs of any such work done for or by City, including, but not limited to, the City's administrative costs.

17.16. Removal and Abandonment. If any portions of the Facilities covered under this Agreement are no longer used by GRANTEE, in non-working condition, or are abandoned by GRANTEE for a period exceeding twelve (12)-months, GRANTEE shall notify ~~City~~ CITY and ~~City~~ CITY ~~shall may in writing permit allow~~ GRANTEE to abandon such Facilities in place to the extent permitted by Law, and/or, as reasonably determined by ~~City~~ CITY in its sole discretion, require GRANTEE to vacate and remove any such Facilities at GRANTEE's expense.

18.17. Other City Requirements. GRANTEE shall pay all permit and user fees or any other fees to the ~~City~~ CITY in accordance with applicable Law. GRANTEE expressly acknowledges and agrees that ~~City~~ CITY shall have the right to impose upon GRANTEE additional fees and/or damages for GRANTEE's use occupation of the Public Rights-of-Way to the extent not inconsistent with applicable Law or with the fees and/or damages levied by ~~City~~ CITY against other telecommunication Public Rights-of-Way users. GRANTEE further acknowledges and agrees to be bound by any subsequent ordinance or regulation adopted by ~~City~~ CITY with respect to City's lawful control over its Public Rights-of-Way and hereby agrees and acknowledges that such ordinance or regulation, including any permit and fee requirements, will be retroactively applied to GRANTEE, provided that such ordinance or regulation is also retroactively applied to all other telecommunications providers then holding permits granted by ~~City~~ CITY to install fiber optic facilities on Public Rights-of-Way. GRANTEE agrees that if any franchisee attempts to opt into this Agreement or petition to modify its existing agreement that this Agreement shall be immediately cancelled and GRANTEE shall enter into a franchise agreement with the City. Any permit or user fees paid by GRANTEE prior to the adoption of a subsequent ordinance shall be credited against those fees required by a subsequent ordinance. If there are any inconsistencies between the terms of this Agreement and those of any subsequent ordinance or regulation, the terms of any subsequent ordinance or regulation shall take precedence. GRANTEE shall be provided with notice of, and have the opportunity to address, any proposed ordinance or regulation which impacts the terms of this Agreement.

19.18. Non-discriminatory Fees. GRANTEE voluntarily agrees to reimburse the ~~City~~ CITY for the City's out-of-pocket legal and other consultant costs and expenses incurred in the drafting, negotiating, and review of this Agreement. The ~~City~~ CITY shall provide GRANTEE with copies of all invoices relating to said costs and expenses and GRANTEE shall only provide reimbursement for costs and expenses actually incurred by the City. Any amount paid by GRANTEE to reimburse the ~~city~~ CITY hereunder shall not be credited against other amounts payable to the ~~City~~ CITY by GRANTEE hereunder. With respect to City's imposition of any fees or charges not specifically required in this Agreement, GRANTEE shall only be required to pay any fee or charge to the extent permitted by law and which is imposed in a competitively neutral and nondiscriminatory manner

with respect to other similarly situated telecommunications providers. However, GRANTEE agrees it shall pay the annual registration fee, the application fee and any other City fee, including but not limited to, for street opening, excavation, ROW work, inspections, engineering and administration of GRANTEE's project, including those as set forth on attached Exhibit A.

20.19. Indemnification. GRANTEE, jointly and severally, for itself, its successors, agents, contractors and employees, agrees to indemnify, defend (with counsel acceptable to the City) and hold harmless City, its officers, employees and agents from and against any and all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense arising directly or indirectly, in whole or in part, out of any breach by GRANTEE of its obligations set forth in this Agreement, exceptor in relation to any harms, claims or actions suffered by the City CITY, that the Grantee shall perform these §19 obligations to defend City against any claims as a result of this Agreement, including those by any franchisee subject to a franchise agreement, any user subject to a right-of-way agreement, or by any Public Rights-of-Way user(s) other ROW users, to the extent arising from City's willful action or negligent acts or omissions.

21.20. Default. If GRANTEE is in default of any obligations contained in this Agreement or in the performance of the work, use, or occupancy authorized by this Agreement or any permit granted pursuant to this Agreement, including, but not limited to, restoration requirements or fee payments for more than thirty (30) days after receiving written notice from City CITY of the default, City CITY may terminate the rights of GRANTEE under this Agreement and any permit granted hereunder, subject to City's absolute right to revoke at any time in the exercise of City's police powers. The notice of default must be in writing and specify the provisions of this Agreement or any permit under which the material default is claimed, and state the grounds of the claim. Any notice must be served on GRANTEE by certified mail, return receipt requested at its principal place of business the address on the first page of this Agreement. If GRANTEE is in default in the performance of the work, use, or occupancy authorized by this Agreement or any permit granted hereunder, City CITY may, after the above notice to GRANTEE and failure of GRANTEE to cure the default within thirty (30) days, take such action as may be reasonably necessary to abate the condition caused by the default. GRANTEE must reimburse City for City's reasonable costs, including costs of collection and attorneys' fees, incurred as a result of GRANTEE's default. City CITY shall have available, and be free to pursue, any and all remedies available in law or equity following GRANTEE's failure to cure any default. City's election to not pursue each and every default by GRANTEE is not be a waiver of City's rights with regard to that particular default or any future default that may occur.

22.21. Insurance. GRANTEE and/or any of its subcontractors or agents under this Agreement shall maintain throughout the term of this Agreement, Worker's Compensation Insurance and Liability Insurance with regard to all damages in the minimum amounts as follows:

General Liability- public liability, including premises, products and complete operations:

- (1) Bodily Injury Liability \$1,000,000 each person

\$3,000,000 each occurrence
(2) Property Damage Liability \$3,000,000 each occurrence,
or
~~(3)~~ Bodily Injury and Property \$3,000,000 single limit,
~~(3)~~
Damage Combined

Comprehensive - Automobile Liability Insurance, including owned, non-owned and hired vehicles:

- (1) Bodily Injury Liability \$1,000,000 each person
 \$3,000,000 each occurrence
- (2) Property Damage Liability \$3,000,000 each occurrence

(3) In lieu of (1) and (2):

- Bodily Injury and Property \$3,000,000 single limit
- Damage Combined

~~(3)~~ —

(c) GRANTEE agrees that the contracts for the foregoing insurance will contain the following required provisions:

- (1) The ~~City~~ CITY and its officers, agents, employees, board members and elected officials shall be named as additional insureds (as the interest of each may appear) as to all applicable coverage; and
- (2) The ~~City~~ CITY must be given at least thirty (30) days' notice prior to the cancellation, revocation, non-renewal or material change of any such insurance contract.

(d) The amount and conditions of liability and comprehensive insurance may be increased upon sixty (60) days' written notice by ~~City~~ CITY should the protection afforded by this insurance be reasonably deemed by ~~City~~ CITY to be insufficient for the risk created by this Agreement. At no time, however, will the amount of required liability and comprehensive insurance exceed that which is customarily required of others for similar situations of risk.

(e) Upon CITY's request, GRANTEE shall furnish a certificate of insurance to ~~City~~ CITY confirming the coverages set forth above and naming ~~City~~ CITY as an additional insured.

Notwithstanding the above, at all times, GRANTEE shall at minimum have insurance coverage at or above the tort cap liability limits for governmental entities set forth under Minnesota law.

23. — Assignment. This Agreement shall not be sold, transferred, leased, assigned or disposed of, including but not limited to, by force or voluntary sale, merger, voluntary or involuntary bankruptcy, consolidation, receivership or other means without the prior written consent of City, which consent shall not be unreasonably withheld. Notwithstanding any other provision in this Agreement, no consent from ~~City~~ CITY shall be required for GRANTEE to (a) transfer this Agreement, in whole or in part, to an entity controlling, controlled by or under common control with GRANTEE, or (b) transfer in trust, mortgage, collateral assignment or other instrument of hypothecation, in whole or in part, to secure an

indebtedness. GRANTEE shall provide ~~City~~ CITY with written notice prior to any assignment of this Agreement. Any Assignee to this Agreement shall be jointly and severally liable to fulfill the requirements of GRANTEE.

22.

24. **Governing Law, Jurisdiction, and Venue Severability.** The terms and conditions of this Agreement shall be subject to any and all applicable Law and shall be governed by the laws of Minnesota.

Should any term of this Agreement be determined by a court or other entity with competent

23. Jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect. The parties agree that Minnesota courts shall have jurisdiction over and that be the proper venue regarding any and all disputes arising from this Agreement shall be in Anoka County, State of Minnesota.

25.24. Preconstruction Meeting. Prior to commencement of any work on installing the Facilities as allowed under this Agreement, the installer shall attend a pre-construction meeting with the ~~City~~ City staff in order to discuss details of construction and to set the time frame for how the City staff shall work with the installer in the field to locate placement of the Facilities.

25. MN PUC Certificate of Authority. GRANTEE hereby agrees that GRANTEE shall hold the ~~City~~ CITY harmless for any claim that the GRANTEE failed to obtain necessary approval and or certificates of authority from the Minnesota Public Utilities Commission or any other governmental agency. If it is later determined that the GRANTEE is required to obtain a Certificate of Authority or other governmental approval, license, permit, it shall immediately do so at sole cost and expense. Failure to do so shall amount to a default under this Agreement.

26. Statutory Immunities and Limitations on Tort Liability. Minnesota Statutes Chapter 466 and the immunities and exceptions to tort liability therein apply to the ~~City~~ CITY with respect to this Agreement and are not waived or altered by any provisions in this Agreement.

Data Practices and Compliance

26:27. CABLE SERVICES AND FRANCHISE FEES. GRANTEE understands and acknowledges that the provision of Cable Services through the Facilities or provided by GRANTEE's use of the Public Rights-of Way shall result in franchise fees in accordance with applicable Law, as may be amended over time. GRANTEE represents that it does not provide Cable Services with the Facilities or the Public Rights-of-Way and covenants that it will not provide Cable Services with the Facilities or the Public Rights-of-Way. In the event applicable Law allows the imposition of franchise or other fees to upon the services provided by the Facilities or GRANTEE's use of the Public Rights-of-Way then this Agreement shall automatically be revised, amended, reformed, restated, or replaced to require payment of such fees. GRANTEE further represents that federal law prohibits franchise fees from being applied upon any of the services it provides in, on, above, under, or along the Public Rights-of-Way and covenants that the services it provides will not include those upon which a franchise fee could be applied.

[NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above:

	City of Wayzata <u>East Bethel</u>
By _____ _____ Its _____	By _____ _____ Its _____

000043-270003/6142657_1

EXHIBIT A

<u>First YearAnnual</u> Registration	\$ <u>5000453</u> .
00, <u>with a annual 5% increase each year thereafter</u>	
Application Fee	\$ <u>5000433</u> .
00	
Actual per hour charge for inspections, engineering) locating	
City utilities, administration, etc.....	\$68.00*
Street Openings:	
Street opening inspection	\$88.00
	per inspection
Street opening deposit.....	\$1,078
	per opening**
Street deterioration charge for cutting into City streets.....	\$6.50
	per square foot

*GRANTEE will be billed for actual time spent by City staff based upon current wages for staff performing the required work, such as determining the location for buried underground conduit in the field.

**Deposits will be returned once street openings are patched and pass inspection by City staff

EXHIBIT B

Map of Area Subject to Right-of-Way Agreement

[INSERT MAP OF APPLICABLE LICENSE AREA]