

# City of East Bethel

## City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: December 17, 2014



	<u>Item</u>	
7:30 PM	1.0	Call to Order
7:31 PM	2.0	Pledge of Allegiance
7:32 PM	3.0	Adopt Agenda
7:33 PM	4.0	Presentations Sheriff's Department Report
7:40PM	5.0	Public Forum
7:50 PM	6.0	Consent Agenda Page 3-4 <i>Any item on the consent agenda may be removed for consideration by request of any one Council Member and put on the regular agenda for discussion and consideration</i> Page 5-8 A. Approve Bills Page 9-14 B. Meeting Minutes, November 20, 2014 Town Hall Meeting Page 15-26 C. Meeting Minutes, December 3, 2014 City Council Meeting Page 27 D. Approve 2015 Garbage Haulers Page 28 E. Approve 2015 Tobacco Licenses
		<b>New Business</b>
7:55 PM	7.0	Commission, Association and Task Force Reports A. Planning Commission B. Economic Development Authority C. Park Commission D. Road Commission Page 29-33 1. Viking Boulevard Lighting Project Page 34-43 2. ACD Projects
8:00 PM	8.0	<b>Department Reports</b> A. Community Development B. Engineer C. City Attorney D. Finance E. Public Works F. Fire Department Page 44-47 1. Fire Department Monthly Report Page 48-100 2. ACFC JPA Page 101-145 G. City Administrator 1. Resolution 2014-52
8:25 PM	9.0	<b>Other</b> A. Staff Report B. Council Reports C. Other
8:30 PM	10.0	Adjourn



# City of East Bethel City Council Agenda Information

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**Date:**

December 17, 2014

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**Agenda Item Number:**

Item 4.0

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**Agenda Item:**

Sheriff's Department Report

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**Requested Action:**

Information Item

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**Background Information:**

Commander Shelly Orlando will present the November 2014 Sheriff's Report

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**Attachments:**

Attachment 1 – November Report

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**Fiscal Impact:**

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**Recommendation(s):**

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**City Council Action**

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

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

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

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

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



# City of East Bethel City Council Agenda Information

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**Date:**

December 17, 2014

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**Agenda Item Number:**

Item 6.0 A-E

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**Agenda Item:**

Consent Agenda

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**Requested Action:**

Consider approving Consent Agenda as presented

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**Background Information:**

Item A

Approve Bills

Item B

November 20, 2014 Town Hall Meeting

Meeting minutes from the November 20, 2014 Town Hall Meeting are attached for your review.

Item C

December 3, 2014 City Council Meeting Minutes

Meeting minutes from the December 3, 2014 City Council Meeting are attached for your review.

Item D

Approve 2015 Garbage Haulers

The licensees on the attached list have submitted applications for garbage/rubbish hauler license renewal effective January 1, 2015. All current license holders were mailed notice of the renewal on November 21, 2014. All but one of the listed license holders (**Waste Management**) have completed the application form, and submitted the proof of insurance. **Ace Solid Waste** and **Republic Services** (formerly Allied Waste) have indicated that the checks for their renewal fees will be at City Hall on Monday, December 15<sup>th</sup>. An updated list will be provided at the City Council meeting on Wednesday, December 17<sup>th</sup>.

Item E

Approve 2015 Tobacco Licenses

The licensees on the attached list have submitted applications for tobacco license renewal effective January 1, 2015. All current license holders were mailed notice of the renewal on November 24, 2014. All listed license holders have completed the application form, paid the required fees and submitted proof of insurance as required by statute.

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**Fiscal Impact:**

As noted above.

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**Recommendation(s):**

Staff recommends approval of the Consent Agenda as presented.

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**City Council Action**

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

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

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

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

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



**Payments for Council Approval December 17, 2014**

Bills to be approved for payment	\$147,259.85
Electronic payroll payments	\$25,803.61
Payroll - City Staff - December 4, 2014	\$32,367.40
Payroll - Elections - December 4, 2014	\$3,430.91
Payroll - City Council - December 15, 2014	\$2,145.32
Payroll - Fire Dept - December 15, 2014	\$7,353.51
<b>Total to be Approved for Payment</b>	<b>\$218,360.60</b>

# City of East Bethel

December 17, 2014

## Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Anoka County CDBG	Professional Services Fees	8563	Steinbrecher Companies Inc.	233	23300	\$15,000.00
Arena Operations	Auto/Misc Licensing Fees/Taxes	IN0013198	Anoka County	615	49851	\$380.00
Arena Operations	Bldgs/Facilities Repair/Maint	112414	Wright-Hennepin Coop Electric	615	49851	\$353.28
Arena Operations	Cleaning Supplies	158239	Class C Components	615	49851	\$129.06
Arena Operations	Electric Utilities	111914	Connexus Energy	615	49851	\$5,280.51
Arena Operations	Motor Fuels	1084464447	Ferrellgas	615	49851	\$411.42
Arena Operations	Motor Fuels	1084880000	Ferrellgas	615	49851	\$374.88
Arena Operations	Refuse Removal	358296	Ace Solid Waste, Inc.	615	49851	\$204.75
Arena Operations	Repairs/Maint Machinery/Equip	388370	Jorson & Carlson Co., Inc	615	49851	\$195.40
Arena Operations	Small Tools and Minor Equip	70598	Menards Cambridge	615	49851	\$160.52
Arena Operations	Telephone	112814	CenturyLink	615	49851	\$1.22
Bldg Inspections	Electrical Inspections	120114	Brian Nelson Inspection Svcs	101		\$828.00
Building Inspection	General Operating Supplies	747214	Rubber Stamp Champ	101	42410	\$307.02
Building Inspection	Motor Fuels	68799	Mansfield Oil Company	101	42410	\$135.07
Building Inspection	Motor Vehicles Parts	1539-336299	O'Reilly Auto Stores Inc.	101	42410	\$35.06
Building Inspection	Office Supplies	IN0674726	Innovative Office Solutions	101	42410	\$81.83
Building Inspection	Worker s Comp Insurance Prem	200011834	League of MN Cities Ins Trust	101	42410	\$1,142.77
Central Services/Supplies	Cleaning Supplies	WO-977853-1	Bertelson One Source	101	48150	\$97.55
Central Services/Supplies	Cleaning Supplies	IN0672518	Innovative Office Solutions	101	48150	\$44.54
Central Services/Supplies	Filing Fees	121114	Anoka County	101	48150	\$52.65
Central Services/Supplies	Information Systems	219523	City of Roseville	101	48150	\$2,254.25
Central Services/Supplies	Information Systems	12 2014	Midcontinent Communications	101	48150	\$1,278.00
Central Services/Supplies	Office Equipment Rental	INV132031	Metro Sales Inc.	101	48150	\$400.92
Central Services/Supplies	Office Supplies	IN0671360	Innovative Office Solutions	101	0	\$2.09
Central Services/Supplies	Postage/Delivery	120214	Reserve Account	101	48150	\$1,500.00
Central Services/Supplies	Printing and Duplicating	49332	Business Forms & Acctg Systems	101	48150	\$88.06
Central Services/Supplies	Telephone	112814	CenturyLink	101	48150	\$93.07
City Administration	Worker s Comp Insurance Prem	200011834	League of MN Cities Ins Trust	101	41320	\$1,717.67
City Clerk	Professional Services Fees	M20940	TimeSaver Off Site Secretarial	101	41430	\$404.00
Elections	General Operating Supplies	2014-62	Anoka County Treasury Dept	101	41410	\$176.34
Engineering	Architect/Engineering Fees	33847	Hakanson Anderson Assoc. Inc.	101	43110	\$1,873.22
Engineering	Architect/Engineering Fees	33850	Hakanson Anderson Assoc. Inc.	101	43110	\$3,872.98
Finance	Travel Expenses	120214	Mike Jeziorski	101	41520	\$20.68
Finance	Worker s Comp Insurance Prem	200011834	League of MN Cities Ins Trust	101	41520	\$1,224.04
Fire Department	Bldgs/Facilities Repair/Maint	11381	Betz Mechanical, Inc.	101	42210	\$215.00
Fire Department	Electric Utilities	111914	Connexus Energy	101	42210	\$707.21
Fire Department	General Operating Supplies	171957	Northern Sanitary Supply Co	101	42210	\$72.11
Fire Department	Motor Fuels	68799	Mansfield Oil Company	101	42210	\$214.88
Fire Department	Motor Fuels	76323	Mansfield Oil Company	101	42210	\$464.72
Fire Department	Office Supplies	IN0674725	Innovative Office Solutions	101	42210	\$132.08
Fire Department	Personnel/Labor Relations	2544611411	First Advantage LNS Screening	101	42210	\$371.70
Fire Department	Refuse Removal	358296	Ace Solid Waste, Inc.	101	42210	\$61.53
Fire Department	Repairs/Maint Machinery/Equip	2768	Emergency Response Solutions	101	42210	\$2,459.50
Fire Department	Small Tools and Minor Equip	9606107515	Grainger	101	42210	\$123.19
Fire Department	Small Tools and Minor Equip	70412	Menards Cambridge	101	42210	\$89.07

# City of East Bethel

December 17, 2014

## Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Fire Department	Telephone	112814	CenturyLink	101	42210	\$568.43
Fire Department	Worker s Comp Insurance Prem	200011834	League of MN Cities Ins Trust	101	42210	\$25,218.20
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	455408-11-14	Premium Waters, Inc.	101	41940	\$48.50
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	125019	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	Cleaning Supplies	63782835	Uline	101	41940	\$580.01
General Govt Buildings/Plant	Electric Utilities	111914	Connexus Energy	101	41940	\$1,105.28
General Govt Buildings/Plant	Refuse Removal	358296	Ace Solid Waste, Inc.	101	41940	\$51.10
General Govt Buildings/Plant	Small Tools and Minor Equip	63782835	Uline	101	41940	\$252.00
Legal	Legal Fees	11 2014	Eckberg, Lammers, Briggs,	101	41610	\$8,278.61
Legal	Legal Fees	139461	Eckberg, Lammers, Briggs,	101	41610	\$2,828.00
Mayor/City Council	Conferences/Meetings	3613	Anoka County Sheriff	101	41110	\$50.00
Mayor/City Council	Other Advertising	68366	The Courier	101	41110	\$50.00
Mayor/City Council	Worker s Comp Insurance Prem	200011834	League of MN Cities Ins Trust	101	41110	\$108.36
MSA Street Construction	Architect/Engineering Fees	33845	Hakanson Anderson Assoc. Inc.	402	40200	\$629.00
Park Maintenance	Clothing & Personal Equipment	363098159	BlueTarp Financial, Inc.	101	43201	\$167.96
Park Maintenance	Clothing & Personal Equipment	1182621847	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Clothing & Personal Equipment	1182633202	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Electric Utilities	111914	Connexus Energy	101	43201	\$229.43
Park Maintenance	Lubricants and Additives	500660	Ham Lake Hardware	101	43201	\$31.03
Park Maintenance	Motor Fuels	68799	Mansfield Oil Company	101	43201	\$184.20
Park Maintenance	Motor Fuels	76323	Mansfield Oil Company	101	43201	\$893.70
Park Maintenance	Motor Vehicles Parts	1539-327014	O'Reilly Auto Stores Inc.	101	43201	\$50.75
Park Maintenance	Motor Vehicles Parts	1539-328204	O'Reilly Auto Stores Inc.	101	43201	(\$50.75)
Park Maintenance	Other Equipment Rentals	84151	Jimmy's Johnnys, Inc.	101	43201	\$70.00
Park Maintenance	Worker s Comp Insurance Prem	200011834	League of MN Cities Ins Trust	101	43201	\$9,278.61
Payroll	Insurance Premiums	12 2014	NCPERS Minnesota	101		\$112.00
Payroll	Union Deductions	11 2014	MN Public Employees Assn	101		\$429.00
Planning and Zoning	Professional Services Fees	934	Flat Rock Geographics, LLC	101	41910	\$747.50
Planning and Zoning	Worker s Comp Insurance Prem	200011834	League of MN Cities Ins Trust	101	41910	\$1,047.46
Police	Professional Services Fees	128383	Gopher State One-Call	101	42110	\$1.45
Police	Professional Services Fees	11 2014	Gratitude Farms	101	42110	\$465.00
Recycling Operations	Electric Utilities	111914	Connexus Energy	226	43235	\$134.88
Recycling Operations	Other Equipment Rentals	84151	Jimmy's Johnnys, Inc.	226	43235	\$70.00
Recycling Operations	Professional Services Fees	12 2014	Cedar East Bethel Lions	226	43235	\$1,200.00
Recycling Operations	Refuse Removal	358296	Ace Solid Waste, Inc.	226	43235	\$211.77
Sewer Operations	Bldgs/Facilities Repair/Maint	112414	Wright-Hennepin Coop Electric	602	49451	\$22.95
Sewer Operations	Electric Utilities	111914	Connexus Energy	602	49451	\$855.20
Sewer Operations	Worker s Comp Insurance Prem	200011834	League of MN Cities Ins Trust	602	49451	\$704.32
Street Capital Projects	Architect/Engineering Fees	33846	Hakanson Anderson Assoc. Inc.	406	40600	\$804.72
Street Maintenance	Bldg/Facility Repair Supplies	77524	Menards - Forest Lake	101	43220	\$110.49
Street Maintenance	Bldgs/Facilities Repair/Maint	1182621847	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	1182633202	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	455408-11-14	Premium Waters, Inc.	101	43220	\$48.50
Street Maintenance	Clothing & Personal Equipment	1182621847	G&K Services - St. Paul	101	43220	\$19.40
Street Maintenance	Clothing & Personal Equipment	1182633202	G&K Services - St. Paul	101	43220	\$19.40

# City of East Bethel

December 17, 2014

## Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Street Maintenance	Clothing & Personal Equipment	120314	Nate Ayshford	101	43220	\$129.99
Street Maintenance	Electric Utilities	111914	Connexus Energy	101	43220	\$1,514.33
Street Maintenance	Equipment Parts	5432	Hydraulics Plus & Consulting	101	43220	\$280.00
Street Maintenance	Lubricants and Additives	556947	Lubricant Technologies, Inc.	101	43220	\$142.00
Street Maintenance	Motor Fuels	68799	Mansfield Oil Company	101	43220	\$79.81
Street Maintenance	Motor Fuels	76323	Mansfield Oil Company	101	43220	\$2,216.40
Street Maintenance	Motor Vehicle Services (Lic d)	5441	Hydraulics Plus & Consulting	101	43220	\$512.32
Street Maintenance	Motor Vehicles Parts	3388763	Auto Nation SSC	101	43220	\$117.98
Street Maintenance	Motor Vehicles Parts	3389976	Auto Nation SSC	101	43220	\$45.78
Street Maintenance	Motor Vehicles Parts	908506	Boyer Truck Parts	101	43220	\$128.87
Street Maintenance	Motor Vehicles Parts	C241173190:01	I State Truck Inc.	101	43220	\$72.45
Street Maintenance	Professional Services Fees	C0035117	League of MN Cities Ins Trust	101	43220	\$1,000.00
Street Maintenance	Refuse Removal	358296	Ace Solid Waste, Inc.	101	43220	\$81.80
Street Maintenance	Safety Supplies	363098265	BlueTarp Financial, Inc.	101	43220	\$159.96
Street Maintenance	Shop Supplies	272676	S & S Industrial Supply	101	43220	\$28.72
Street Maintenance	Small Tools and Minor Equip	363098159	BlueTarp Financial, Inc.	101	43220	\$7.49
Street Maintenance	Small Tools and Minor Equip	363098265	BlueTarp Financial, Inc.	101	43220	\$239.99
Street Maintenance	Small Tools and Minor Equip	272513	S & S Industrial Supply	101	43220	\$35.95
Street Maintenance	Street Maint Materials	19624	Bjorklund Companies, LLC	101	43220	\$789.44
Street Maintenance	Street Maint Materials	71254745	Compass Minerals	101	43220	\$3,452.24
Street Maintenance	Street Maint Materials	71258450	Compass Minerals	101	43220	\$3,551.65
Street Maintenance	Street Maint Materials	56814	Plaisted Companies, Inc.	101	43220	\$209.27
Street Maintenance	Telephone	112814	CenturyLink	101	43220	\$69.23
Street Maintenance	Tires	1-48679	Steve's Tire Inc.	101	43220	\$170.00
Street Maintenance	Worker s Comp Insurance Prem	200011834	League of MN Cities Ins Trust	101	43220	\$19,830.42
Water Utility Capital Projects	Architect/Engineering Fees	33848	Hakanson Anderson Assoc. Inc.	433	49405	\$3,233.19
Water Utility Capital Projects	Architect/Engineering Fees	33849	Hakanson Anderson Assoc. Inc.	433	49405	\$4,198.40
Water Utility Operations	Bldgs/Facilities Repair/Maint	112414	Wright-Hennepin Coop Electric	601	49401	\$26.67
Water Utility Operations	Chemicals and Chem Products	3668942 RI	Hawkins, Inc	601	49401	\$55.00
Water Utility Operations	Electric Utilities	111914	Connexus Energy	601	49401	\$1,006.73
Water Utility Operations	Telephone	112814	CenturyLink	601	49401	\$358.19
Water Utility Operations	Utility Maint Supplies	77446	Menards - Forest Lake	601	49401	\$118.13
Water Utility Operations	Utility Maint Supplies	112009	River Country Cooperative	601	49401	\$20.34
Water Utility Operations	Worker s Comp Insurance Prem	200011834	League of MN Cities Ins Trust	601	49401	\$652.15
						<b>\$147,259.85</b>
<b>Electronic Payroll Payments</b>						
Payroll	PERA					\$5,638.58
Payroll	Federal Withholding					\$5,423.06
Payroll	Medicare Withholding					\$1,763.14
Payroll	FICA Tax Withholding					\$6,898.10
Payroll	State Withholding					\$2,295.92
Payroll	MSRS/HCSP					\$3,784.81
						<b>\$25,803.61</b>

## EAST BETHEL TOWN HALL MEETING

NOVEMBER 20, 2014

The East Bethel City Council met on November 20, 2014 at 6:00 PM for a Town Hall Meeting at City Hall.

MEMBERS PRESENT:        Bob DeRoche                Ron Koller                Tim Harrington  
                                     Tom Ronning

MEMBER ABSENT:        Heidi Moegerle

ALSO PRESENT:        Jack Davis, City Administrator  
                                     Craig Jochum, City Engineer  
                                     Nate Ayshford, Public Works Director  
                                     Mike Jeziorski, Finance Director  
                                     Colleen Winter, Community Development Director  
                                     Nick Schmitz, Building Official

**1.0**                        The November 20, 2014 City Council Town Hall Meeting was called to order by Mayor DeRoche at  
**Call to Order**        6:00 P.M.

**2.0**                        **Motion by DeRoche, seconded by Harrington, to approve the agenda. All in favor.**  
**Adopt Agenda**        **Motion carries unanimously.**

**3.0**                        It was noted that the Council and staff had introduced themselves to those in attendance.  
**Introductions**  
**and Program**  
**Outline**

**4.0**                        It was noted the Council and staff had met with members of the community in the Community  
**Individual**                Center to hold individual discussions at 6:00 p.m.  
**Discussions**

**5.0**                        DeRoche, "Good evening everybody. We're going to open it up to questions and answers. We  
**Council**                    actually opened the meeting up next door at 6 o'clock. So if anybody has any questions, now's the  
**Chambers**                time to ask. Or, comments? None?" Koller, "Opinions?" DeRoche, "Come on Diane, you can  
**Questions and**        start. Heck, don't be shy." Diane Jacobson, "Do I got to tell you where I live?" DeRoche, "Yup."  
**Answers**                Diane, "Oh."

Diane Jacobson, 20628 East Bethel Boulevard NE, "First of all, I want to congratulate the people that did win the election. Sorry for you that lost but..." DeRoche, "I didn't lose, I think the City did." Jacobson, "Well, that's in your words. But, I really do not think that you should have berated Steve and the paper about the Council 'being a joke.' You know, sometimes I watch the Council meeting just because I do need a good laugh because of how things are being carried on in here. And, in fact, I'm not the only one. People that don't even live in our City have called us. Or, when we've seen them, have said, 'What is going on with your City? It is so funny.' That's where I'm coming from. When you hear from out of the City. So please conduct yourselves accordingly.

And, Bob, you stopped Heidi from adding on an agenda item or changing the item about a month ago. I don't know why you did because you and Heidi and Richard Lawrence already have set a precedence by totally changing the agenda when you first came on the Council. And the people did not have a chance to review it nor the former Council people who were up there with you, had a chance to review it or see it or anything. So, that was wrong on your part."

DeRoche, "Well, let me stop you here. What are you talking about? I mean, you're making

5.0  
Council  
Chambers  
Questions and  
Answers

accusations...” Jacobson, “Oh no. No, no.” DeRoche, “Well, what are you talking about?” Jacobson, “Well, look at it. Um, Heidi wanted to add something to the agenda or I can’t remember if it was take, or adding to it, or taking off the agenda, the total agenda, or change something. And you said, ‘No, we can’t do that because that would be setting a precedence, and we don’t do those kinds of things.’”

DeRoche, “No, I don’t think...” Jacobson, “I think you better go back a couple meetings and look at what you said.” DeRoche, “Well, I’m going to ask...” Jacobson, “Yes, I think you’d better. Also...” DeRoche, “Jack, do you know what she’s talking about?” Davis, “No.” Jacobson, “Yeah, well, you all better go back and look. Because it was in there.”

Jacobson, “And, another thing is you are always, everybody that’s ever been on the Council since, um, for the last four years have always been blaming the last Council for all this mess. So, what I want to know is, while you’re blaming people that are not here, what do you think your actions were perceived into the general public when the three of you, you Bob, Heidi, and Richard Lawrence, walked in here and totally disrupted the City by firing the City Administrator and replacing him with, well I don’t want to describe him too much. The Administrator that didn’t even know what FEMA was? What do you think that did to the public’s image of the City? It didn’t do it any good.”

DeRoche, “Do you want me to answer that? In the first place, let’s get something straight here. What the Council did prior to us was commit the City to about a \$74 million debt. They walked out, no means to pay for it, no ideas for development, and the people that were behind that were let go. Okay? Now, Richard and Heidi’s not here. I’ll take the brunt of it because, Diane, all I’ve heard for four years, you come in and complain, complain. I’ve never seen your name on a ballot. I’ve never seen you come in here an offer up any suggestions or anything that should be changed. I would be more than willing to sit down and say, ‘Here, you read through all this documentation and you get as much information as I’ve got.’ And then you look over the last couple years as to what we’ve gained, especially in the last ten months.” Jacobson, “Yeah, the last ten...”

DeRoche, “And then you come back and you point fingers or do whatever you wish.” Jacobson, “When you say you haven’t seen my name on a ballot, I think 32 years from one family giving to this City, donating their time, I think is plenty enough. When you can say you and your family have given 32 years, then, and then, you don’t need to put your name on a ballot.”

DeRoche, “Diane, that was then. This is now.” Jacobson, “Exactly.” DeRoche, “You were never faced, we had five law suits facing us when we took office. You have no clue what it was about. You have no clue about any of it and how it’s been resolved.”

Jacobson, “And, why don’t we have a clue?” DeRoche, “Well, that’s a good question because you know what? Everything is put out there. The meetings are on line.” Jacobson, “Why don’t we have a clue?” DeRoche, “After January, these City Council meetings, and I go and still deal with people from the County, okay, these Council meetings went from three and four hours of turmoil to most of them are now 58 minutes or less. Okay? A lot of business got done. We got Mike who is a heck of a finance guy that came in here, at least got the City going in the right direction. A lot of people’s taxes now went down. At least now, there is a plan to try and pay for this sewer/water system without putting the burden the taxpayers. Maybe you and some other people can afford it, but I know some people in this City, elderly folks, that are on Social Security. And you know what? When the ‘crap hits the fan’ and the City has to really start paying, there’s going to be a lot of people that’s not going to be able to afford that.”

Jacobson, “So, what are you saying when you say the City really has to pay? What are you telling us?” DeRoche, “We’re in debt on these bonds for \$50 million. We’re in debt to Met Council for \$25 million. Doesn’t that number register?”

Jacobson, “Oh, yeah, it registers a lot. But, when you decided that you were not going to go through

5.0  
Council  
Chambers  
Questions and  
Answers

with this program, what did it cost the City to get back into it?" DeRoche, "I have no regrets about voting against it. I'd do it again in a heartbeat because it's not that a person's against sewer/water but you might want to have some way that you're going to pay for it without sticking it on the backs of the people. You might want to have a plan before you commit. Okay? Look around at some of the other cities that Met Council's been involved with and look what they're going through right now."

Jacobson, "Oh, yeah, I can't believe..." DeRoche, "You've got to open your eyes." Jacobson, "I can't believe any City'd get involved with the Met Council." DeRoche, "Well, they are." Jacobson, "And, we did not, when I was on Council." DeRoche, "We didn't when I was on because I had nothing to do with it." Jacobson, "Oh, okay, whatever."

Harrington, "Can I just add something? Because you were asking, you know, what we're going to pay. In 2020, our principal is going up to \$530,000. Right now, we're paying interest until 2020. So, in 2020, we'll be paying principal and interest so you're looking at over \$800,000, what the City's going to have to pay for."

Jacobson, "Okay, I want to know why are you just paying interest? Why are we not paying principal?" Ronning, "That's the way it was set up. That's the way the bonds were sold. I have the amortization schedule with me, anticipating questions like that. I'd be more than happy to give you a copy or share it with you or if anybody else is interested after the meeting." Jacobson, "Okay."

Ronning, "The bonds were, I commented about that at the April 25, 2012, Open House, and the amortization schedule doesn't lie." Jacobson, "Okay." Ronning, "But, that's the reason for the interest only. Huge expense."

Jacobson, "Okay. You know, we have camping trailers that were parked on City lots. That seemed like that was a dropped issue. How come? They're illegal. They're not in a campground." Davis, "It's not a dropped issue. There just has to be some ordinance changes before those can be really enforced. And, those will be taken up shortly. We've had some other Code enforcement issues that had higher priorities."

Jacobson, "Yeah, like the chickens." Davis, "No, that wasn't Code enforcement, that was a proposed ordinance change."

Jacobson, "I can't believe you guys spent that much money, that much time, on the chickens when you could have been on more productive issues." DeRoche, "You maybe need to address that with one of the people that's not here tonight." Jacobson, "Oh, I probably will."

Jacobson, "But, anyway, you know when you folks are out in the public like in the back room, whatever, don't you have nametags that you can wear? So, people aren't going, 'Who's that? Who's that?' Do they have nametags?" Davis, "They do. You don't have nametags?" Koller, "We never got one." Davis, "Okay, then they don't have them." Jacobson, "It would be nice if you did wear nametags so that people would recognize you and who you are. And my last, in closing here, thank you for the tax break. I do appreciate that one. And, yes, I am a senior on a fixed income so I appreciate this. Thank you."

DeRoche, "Come on up. Now's your chance."

Dan Butler, 20332 Austin Street NE, "Just a reminder to everybody, there is a hockey game on tonight for those of you who are interested in that sort of sport. Two things. I just wanted to thank the City Council for their service this last year. It's been a difficult year transitioning through some difficult issues. And, for the integrity you all use in approaching those issues. I appreciate that. And, I wanted to wish the best to the incoming City Council and the new Mayor. That's it."

DeRoche, "Thanks Dan. Doug? Anybody?" Doug Tierney, "Why me?" DeRoche, "Well, I'm

5.0  
Council  
Chambers  
Questions and  
Answers

asking if you want to speak.”

Tierney, “I haven’t talked to you for about a year and half because I didn’t think it was worthwhile. I just come up to listen. That’s all I’m wanting to do and I normally only talk to people that I think will listen and you usually give me a ‘rash of crap.’ And if you were smart, you’d have just left me alone to sit here and listen. Thank you.”

DeRoche, “Well, you’re not hurting my feelings Doug.” Tierney, “I’m not trying to hurt your feelings. I’m just trying to put...(inaudible, off mic). Listen, that’s all I’ve...”

DeRoche, “And, for the record, I have absolutely no regrets for any way that any meeting’s been ran up here, especially in the last ten months, for promoting the City. And outside of this little circle here, I think people need to go out and talk with people from the State and the County and just see what my reputation is. I mean, if you’ve got a ‘personal beef,’ that’s fine. But, everyone talks about negativity and let’s be positive and then you come in a public forum and you make the City look even worse.”

Tierney, “I said I’d be quiet. I didn’t say...” DeRoche, “Doug, I’m not addressing this to you. I’m addressing it to anyone that’s out there that thinks, you know, nobody out here’s ‘walked a mile in my shoes.’ No one has had to deal with the issues and certain personalities that I have. And, I have no regrets about the way that I did it.” Tierney, “Since you want to have an argument, I come here at a public forum...well, I’ll do it right.”

Doug Tierney, 4610 Viking Boulevard, “I come here on public forum when Richard Lawrence was the mayor. I was talking about water quality. I happen to know a few things about it. I did Secchi disk readings for 16 years. I done one of the lake level monitors for 17 and I brought up the deal with phosphorus. My illustrious UAW member up there interrupted three times before Richard says, ‘It’s public forum. He’s got a right to speak.’ He later apologized because he was telling me you have to drive to Wisconsin to get it. I went 11 miles down the road, took pictures at Fleet Farm, and your comment was, ‘Don’t be theatrical.’ I wanted to make sure he knew. And, I was sitting there watching one other, City of Plymouth, I shoot trap in Plymouth. They had an issue on lakes. Anything on water or lakes, I watch. They take, some guy bought five feet of land and he was trying to put a dock on it. On public forum, they gave him five minutes, not two. They promise not to interrupt like Tom did or like you like to do at times. They don’t call people out. And I come down here tonight, just to sit and listen to see if there was something new or interesting. And, you’ve got to ‘light me up.’ When you talk about you, you’re right. You’re a pain.”

DeRoche, “Well, that’s okay Doug. Except since I’ve been, or took over, or put into Mayor, you’ve never come up before me in a public forum. You stated you came up before Richard. And, I’m curious, you said your address is 4619 Viking Boulevard?”

Tierney, “Outside of this Chambers we’ve had confrontations. And over a year and a half ago, I come in, like I come in the room next door. I went out of my way. I wanted to talk to Ron about water issues. I go talk to him. I talk to Tim about congratulating him. I had something to say to the two of them, I did. And, I go out of my way to avoid you. Because I moved into 19533 East Front Boulevard, April 28, 1968, I’ve been here a little while. And, I have been a former employee of the Village of East Bethel. And, I was a full-time resident for 22 years. I have never met anybody as combative as you are. So what I do is I just stay away from you.”

DeRoche, “Just for clarification. You say your residence is 4619 Viking Boulevard?” Tierney, “I was a resident at 19533...” DeRoche, “No, no, no. Earlier in your conversation when you introduced yourself and you said your residential address was 4619 Viking Boulevard?” Tierney, “I didn’t say residential, I said address, 4610 Viking Boulevard. That’s the address of my lot and garage, which I built with a legal permit. It was all done properly. My residence, the only residence was three houses down, which was 19533. That’s when I moved in, in April 28, 1968, and I lived there for 22 years. Are you through ‘prodding the animals?’ Thank you.”

Council  
Chambers  
Questions and  
Answers

DeRoche, "If I'd have known it was going to be a roast, I'd have gotten ready for it. Nobody else has anything else to say? Dick? Doesn't matter, good, bad, whatever. I mean, you know I'm a 'big boy.' When I took this office, I knew there'd be stuff coming up. Just can't take it personal. Anybody up here?"

Harrington, "Say Jack, do we have any information for the residents out here about anything going on, on 65 and 22 in the sewer and water? Is there any, you know, information? Businesses coming that somebody might want to know about?" Davis, "Just the fact that there's three projects that are hopefully somewhere in the stages of maybe materializing within the next year. Some of them have been in that phase for a year but we can't control what the developers do. We do encourage them and we think that there will be something, hopefully, break loose very, very shortly though."

Ronning, "For what it's worth, there's been numerous comments about what we'd like to see and all. I think it's universal. Everybody is interested in that. But when we talk about those things, one thing we have to remember is this is all private investment. It is not something where the City can say, 'Grocery store, you go there.' Or, 'We'll work with you to get you there.' It's all private investment and until that's interested in coming out here and getting a return on its investment, it's good to hear things like Jack is saying. Anything is good."

DeRoche, "Jack, you got anything you want to put in?" Davis, "We met with Met Council last week. Everybody asks us, 'What are you doing to get development in here? What are you doing to try to lower the cost?' We've done a number of things. One of the things we've done is we were able to refinance one of our major sewer bonds and saved about \$1.5 million and cut the payments down on that. We're trying to work on refinancing the other huge bond, the \$10 million bond. Hopefully we can make some progress on that to achieve some more savings. Staff met with Met Council last Friday and we're trying to negotiate some modifications in our Wastewater Agreement with them so that we don't pay charges higher than other cities do. While we don't have any guarantees that anything will happen, we are encouraged with the tone of the meeting and think it went well. We'll probably have another one some time in December to see how that goes."

We do work with a number of people and prospects that come in. Colleen Winter has done a very, very good job in that respect. There's been probably about ten businesses that have located in the City within the last two years that have brought about 200 jobs in most notably, Aggressive Hydraulics and North Country Concrete. She's working with a few other prospects now. Whether it's one job or ten jobs, they're all important. They're all 'part of the picture and then we just hope that we can do what's necessary to get some of these larger projects going: a housing project, hopefully a grocery store, a strip mall, and some fast food outlets. Also, we're working with the possibility of some senior housing projects, doing some extra investment down in the sewer district by transferring some road funds down there, exploring some other options to use City funds that are tied up in other areas and transferring those to stimulate more development and interest in that area. So, we're looking at everything we can do to attract development within the corridor and do it in a way that it minimizes the impact and doing it in a way that it's going to pay for itself."

Tierney, "Thanks Jack. That's what I come in here for, stuff like that."

DeRoche, "Got anything Ron?" Koller, "No." DeRoche, "Tim?" Harrington, "No, I'm good." DeRoche, "Jack? Anybody else in the audience?"

Davis, "I'd like to say one thing. I'd like to let everyone know that our staff is here tonight. They're all doing a heck of a job. I think everybody in the room...I can introduce everybody. But just for you that don't know, I do want to introduce the staff because everyone of them has done an outstanding job and if you ever need anything, don't hesitate to call them or me. We'll be glad to work with you in any way we can. Craig Jochum is our City Engineer, Nate Ayshford is our Public Works Director, Mike Jeziorski is our Finance Director, Nick Schmitz is our Building Official, Shelly Orlando is our Police Liaison, and Colleen Winter is our Community Development

5.0 Director.”

Council

Chambers DeRoche, “And Mark DuCharme is our Fire Chief.”

Questions and

Answers DeRoche, “Should we go back next door? It’s 7:30 p.m.”

Harrington, “I’ve just got one thing to add. I just want everybody to have a happy and safe Thanksgiving.” Ronning, “Yeah, ditto.”

**6.0  
Individual  
Discussions  
7.0  
Adjourn**

At 7:30 p.m., DeRoche invited attendees to join the Council and staff in the Community Center for coffee and to continue individual discussions.

**Motion by DeRoche, seconded by Koller, to adjourn. All in favor. Motion carries unanimously.**

**Town Hall Meeting adjourned at 7:30 p.m.**

Submitted by:

Carla Wirth

*TimeSaver Off Site Secretarial, Inc.*

## EAST BETHEL CITY COUNCIL MEETING

DECEMBER 3, 2014

The East Bethel City Council met on December 3, 2014, at 7:30 p.m. for the regular City Council meeting at City Hall.

MEMBERS PRESENT:      Bob DeRoche              Ron Koller              Tim Harrington  
   Tom Ronning

MEMBER ABSENT:      Heidi Moegerle

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

**1.0**                      The December 3, 2014, City Council meeting was called to order by Mayor DeRoche at  
**Call to Order**      7:30 p.m.

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

**Pledge of  
Allegiance**

DeRoche, “Just a quick note folks. This is actually being, going out live. So now, the Council meetings, people can watch them at home live instead of having to wait until tomorrow.

**3.0**                      **Harrington, “I’d like to make a motion to adopt tonight’s agenda.” Ronning,**  
**Adopt**                      **“Second.” DeRoche, “Any discussion? All in favor?” All in favor. DeRoche, “Opposed?**  
**Agenda**                      **Hearing none, motion passes.” Motion passes unanimously.**

**4.0**                      Davis presented the staff report, noting Minnesota Statute 275.065 requires cities to conduct  
**Presentation**      a public comment period where residents are offered the opportunity to provide input to  
4.0A.                      City Council on proposed budgets and tax levies. The State requires that each City  
2015 Budget      announce the date, time, and place of the meeting where residents can provide City Council  
– Public                      feedback on proposed budgets and levies. The date selected must be done at the meeting  
Comment                      when the City Council adopts the preliminary budget and levy in September. This meeting  
Period                      date is also listed on the parcel-specific notices for proposed 2015 taxes that taxpayers  
   received in November from Anoka County.

Council directed that December 3, 2014, as the regular meeting for this opportunity.

As part of this agenda item, Council will hear comments from residents and consider tax levies and budgets for 2015. Based on decisions of previous budget meetings and discussions and resident comments, staff recommends Council consider the public comment period open.

DeRoche, “I’ll open it up for public comment. Anybody have any comments on the budget? I’ll close it up then.”

Davis, “At this time, staff recommends City Council approve Budget and Levy Resolution 2014-47 and with the approval of that, approve Levy Resolution 2014-48.

**Ronning, “I’ll move to approve Budget Resolution 2014-47, General Fund Budget and**

4.0A.  
2015 Budget  
– Public  
Comment  
Period

**Levy Resolution...** Vierling, “One at a time please.” Ronning, “One at a time, yeah.” Koller, “I’ll second.” DeRoche, “Any discussion? Any questions about it? All in favor?” **All in favor.** DeRoche, “Opposed? Hearing none, motion passes.” **Motion passes unanimously.**

**Ronning, “Move to pass Resolution 2014-48, EDA Levy Resolution.” Harrington, “I’ll second.”** DeRoche, “Any discussion? A quick night. All in favor?” **All in favor.** DeRoche, “Opposed? Hearing none, that passes.” **Motion passes unanimously.**

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553  
Lakeshore  
Administra-  
tive Hearing

Davis presented the staff report, indicating the City Council is requested to conduct an Administrative Hearing under City Code, Chapter 2, Article X, Section 2-590, Administrative Appeal, for this issue. At this time, staff recommends that the hearing for this matter be opened.

DeRoche, “At this time, we’ll open the public hearing on the 553 Lakeshore. Does anybody here want to speak? There’s three parties, Ms. Heidi Moegerle, Gary Otremba, and Darlene Otremba, or Darlene Moegerle, isn’t it?” Davis, “Yes.” DeRoche, “Anybody here?” Ronning, “Anybody speak on their behalf?”

DeRoche, “In that case, I’ll close the public hearing. Jack, do you want to just kind of go into a little bit of detail? I don’t think we need to go through the whole thing.” Davis, “Yes.”

Davis presented the staff report, indicating Heidi Moegerle, Darlene Moegerle, and Gary Otremba, hereinafter referenced as “Owner”, were directed by City staff to correct City Ordinance compliance issues relating to 553 Lakeshore Drive on June 11, 2014, and August 20, 2014. The required date for compliance for this matter was October 21, 2014. As a result of this directive, Ms. Moegerle, Darlene Moegerle, and Mr. Otremba requested the Planning Commission review this matter, not as a variance request, but as to a continuance of a non-conformity during the process of building demolition.

The Planning Commission considered this issue at their September 23, 2014, meeting and unanimously voted to uphold the decision of the City Attorney, City staff, and the directives in the letter of August 20, 2014.

While the “Owner” is claiming their appeal should be heard based on the section of the City Code that relates to decisions of the Building Official and Building Code issues, all decisions on this matter have been those of the City Administrator and the Planning Commission with the concurrence of the City Attorney.

The request by the “Owner” to appeal under Chapter 14, Article II, Section 14-23 does not apply in this situation as the Building Official never rendered any opinions or made any decisions on the zoning, legal and/or land use matters, or participated in the decision to deny any further building permits until the compliance issues were resolved. Therefore, the process for appeal is subject to City Code Chapter 2, Article X, Section 2-590, Administrative Appeals.

This appeal has been initiated by a written notice from the “Owner” dated November 10, 2014.

The “Owner,” purchased 553 Lakeshore Drive, PIN 36-33-23-21-0266 on February 11,

2013. At the time of the purchase, the property was a non-conforming lot of record and the structure was also non-conforming. Darlene Moegerle was added as an "Owner" on or about May 29 of 2014.

The "Owner" of the property applied for and received a demolition permit on February 21, 2013. The demolition permit indicated the work to be completed would be the removal of the entire portion of the structure used for habitation with only the garage portion of the structure to remain. Prior to the issuance of the demolition permit, the "Owners" met with Colleen Winter to discuss the use of this property. Ms. Winter provided a letter to the "Owners" that addressed the issue of lot combination and the use of 553 Lakeshore for storage use only. There were no objections filed by the "Owner" relative to this matter at the time of this discussion.

Periods of demolition of the inside of the structure occurred between February 21, 2013, and April 2014. The "Owner" requested an extension and modification of the demolition permit on April 21, 2014. This request was to modify the demolition permit to include only the removal of the 1940's cabin section of this structure. This request was granted based on the "Owner's" previous statements concerning the use of the property and on a pending amendment to City Code that proposed an increase in accessory structure size on lots less than 0.99 acres to 960 square feet. The removal of the "cabin only section" would meet this requirement once the requirements for the merging of the lots was completed and leave the remaining structure at 960 square feet.

The City requested a letter of intent from the "Owner" as to the demolition timetable at the time the permit was extended. The letter of intent submitted by the "Owner" provided notice, for the first time to the City, that the "Owner" intended to utilize the remaining portion of the structure in a manner that was inconsistent with previous statements as to the described use of the property. Previous statements by the "Owner" were consistent over a one and a half year period as to the use of the property and included:

- A statement at a City Council meeting on November 21, 2012, that stated the retaining wall and septic system would have to be removed and the property did not meet high water standards.
- The "Owner," at the Local Board of Appeals and Equalization meetings on April 17, 2013, and April 24, 2014, stated that the structure at 553 Lakeshore was uninhabitable and could only be used for "green space" and storage.
- E-mails submitted by the City Assessor and the County Assessor's Office include statements by the "Owner" that the building was uninhabitable and can only be used for storage. Based on these statements, the County Assessor determined it was appropriate to "link" or "chain" the two parcels together for tax calculation purposes.
- The "Owner" stated on their application for a demolition permit in 2013 that the habitable portion of the structure would be demolished and only the garage would remain.
- The "Owner" stated to Staff at a meeting and as recent as May 20, 2014, that while they objected to and would not combine the lots, they intended to use the garage for cold storage and the 1985 addition as garden and hobby storage.

On and after April 30, 2014, the "Owner" began in general terms to reverse their statement of the intended use of the property as a structure for storage to that of a principle structure for habitable use, first mentioned and specifically stated in an e-mail dated July 27, 2014. The "Owner" served notice that compliance with City Code that mandates the combination of contiguous/adjoining lots of common ownership of which one is non-conforming would

4.0B

not occur on April 30, 2014.

553

Lakeshore  
Administrative  
Hearing

There was never any information provided by the "Owner" to the City at the time of issuance of extension of the demolition permit, that the demolition permit was part of a process of rehabilitation or renovation of the structure. The demolition on the structure that occurred between February 21, 2013, and April 21, 2014, was internal and consisted of the removal of and not limited to the kitchen, bathroom, plumbing, electrical, and inside wall coverings. The Minnesota State Building Code, under R306, requires the presence of working plumbing fixtures and a compliant sewage disposal system for a structure to be habitable. This property had neither at the completion of the demolition. The septic system for this property was deemed non-compliant on October 13, 2011.

In the case where these facilities do not or no longer functionally exist, the facility is deemed uninhabitable. As it is no longer habitable based on this definition, information provided by the "Owner" and by the voluntary demolition by the "Owner," it lost its status as a principal structure and any "grandfather" protection, it may have had, from requirements and regulations of City Code.

The interpretation was presented to the "Owner" in early May 2014 and reviewed personally with the "Owner" at a meeting on May 20, 2014. At the meeting, the City presented their interpretation of the land use issues and actions necessary for compliance with City Code. The "Owner" was notified of the City's position on this matter on June 11, 2014.

Subsequent correspondence and meetings on this matter continued through August 20, 2014, to attempt to resolve the issues in question. On August 20, 2014, the City sent an updated memo that stated the City's final position and options for appeal.

It is the opinion of the City Attorney, that even absent the facts of the change in use, that the parcel is non-conforming and must be merged due to the common ownership of the abutting properties, one of which is non-conforming. In addition, the DNR has provided an opinion to the Owner that outlines the requirements for lot merger and 553 Lakeshore satisfies no requirements for exemption from this requirement.

As well as the City Attorney's opinion relating to the combination of lots, it is also the City staff's position that the change in use, by creation and choice of the "Owner" with the demolition, has resulted in following:

- 553 Lakeshore has now become an uninhabitable structure with no principle structure on the lot; and, has lost its "grandfather" protection afforded by its prior non-conforming use and lot of record status and is now subject to all the requirements and regulations of the City Code.

Staff is requesting that Council consider the following in regard to their deliberation of the matter:

- The mere non-conformity of the parcel related to the conditions of adjacent ownership and lot size coupled with the demolition of the residence require the merging of the two properties; and
- The change in use created by the "Owner" through demolition removes the "grandfather" protection of the non-conformities and subjects the property to all other requirements of City Code; and
- There are no "hardships" unique to the property and that any "hardships" that may be

presented for discussion by the “Owner” are by creation of the “Owner;” and

- Allowance of the use would be inconsistent with the Zoning Ordinance’s requirements for Principal and Accessory Structures and, therefore, inconsistent with the Comprehensive Plan; and
- The proposed use of the property as a continuation of a residential use that does meet setback, impervious surface, intersection visibility, septic system, minimum dimensional requirements, lot size, and square footage building footprint requirements would be an unreasonable action on the part of the City.

Council is requested to conduct this Administrative Appeal on this matter. Staff recommends that the Appeal be conducted under the normal process of a Public Hearing. Upon completion of the discussion, Council is requested to provide direction to Staff, based on Council findings and rulings, for the disposition of this matter for separate adoption at the next City Council meeting or another date to be arranged.

Vierling, “Council, we’d note for the record that this afternoon the City received a request from one of the three property “Owners,” Ms. Moegerle, requesting a continuance so that the matter would not be heard tonight and be heard instead on the 17<sup>th</sup> of December. Her reasoning for that was that she was tired and was caring for a ill domesticated pet. So, for the record, I’d like the Council to address that in terms of whether or not by motion you want to allow the request for continuance or conclude the matter tonight.”

Ronning, “Are any questions in order?” Vierling, “Sure.” Ronning, “Has any reason been conveyed for one of the other property “Owners” to be unavailable? That you’re aware of?” Vierling, “No.”

DeRoche, “I would move to go forward.” Ronning, “Hum?” **DeRoche, “I would move to go forward with this public hearing.”** Harrington, “Yeah, we’ve spent too much time on this, too much tax payer money, too much staff time. We’ve got to move forward.”

**Koller, “I’ll second.”** DeRoche, “Any discussion?” Ronning, “Could you be more clear with that motion?” Vierling, “So the motion would be to deny the request to continue to the 17<sup>th</sup>.” **DeRoche, “Again, to deny the continuance request.**

DeRoche, “And for discussion purposes, again, this issue has gone on for approximately 22 months. It’s been hundreds of e-mails, some not so good, to City staff. An unbelievable amount of staff time has been put into this. It’s my understanding that, you know, the legal fees could be up over \$8,000 for this. As far as I’m concerned, you know, if you’re a Councilperson, you’re expected to follow the ordinances and everything else like every other resident is. As a matter of fact, I think it’s more so because you’re ‘under the microscope.’ People are looking to you and you’re supposed to be sitting up here enforcing everything and yet to just go on and on and on and on. The fact of the matter is, things have changed over different meetings that have come through here on this. Because someone changes their mind, I mean, it came up, went before the Planning Commission, which was right before us. And, all seven of them said, ‘No.’

This needs to stop. I, myself, have talked to Jack and the City Attorney and said, ‘Look, enough’s enough.’ How much time and money are we going to put into this thing? And, is it going to be, you know, extended to every other resident in the City? I mean, if you can imagine. Every resident in the City for every time they have a ‘beef’ on an ordinance, to come up and drag it out for 22 months. I think it’s wrong.

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553  
Lakeshore  
Administra-  
tive Hearing

I think there's been, unfortunately, a lot of people don't understand all the information that is behind this. 'Oh, are we picking on her?' No. I think anyone...if you're interested, go on the website and you can pull up any of the agenda materials, any of the minutes, both of the Local Board of Assessment Equalization hearings where she requested and stated to the County Assessor and the City Assessor that it was an uninhabitable building, they bought the property for \$6,000, and they were going to tear it down and make it green space. Over that time, the last, since February of 2013, this thing has just gone on and on and on and on and it's caused a lot of problems. It's caused a lot of arguing up here. It's caused a lot of residents to question, 'Well, gee whiz, if a Councilperson doesn't have to follow the ordinances, why do I?' I think it's a travesty that it's gone this far and I think to go any further, I think is wrong. I think it just, it needs to end here."

Ronning, "In addition to what Bob says, we've 'lived' this thing for 22 months and it's been an on-going debate for the most part. But, so, others have the ability to know some of the things that were, we've been going through and thinking of, Jack, I hope it isn't unfair to ask you to go through some of the details of this effort."

Jack, "I kind of reviewed them and there was a timeline of the activities that were sent out earlier and this is an updated, but the process started on February the 18<sup>th</sup> of 2013. Ms. Winter sent a letter to the "Owners" that indicated some of the requirements that they would have to do as a result of their purchase of 553 Lakeshore. On February 21, 2013, they came in and applied for a demolition permit. The demolition permit clearly stated that they would tear down the house part, that it was not inhabitable, and leave only the garage.

They came in 14 months later through a period that they did the demolition and requested an extension of the permit. They requested the extension and a modification based on the fact that they only wanted to tear the 1940s cabin section down. Based on their comments as to their intended use and their previous statements that only occurred a few days before at the Local Board of Appeals and Equalization, and the fact that the requirements for accessory structures was going to be increased, we approved the modification extension of the demolition permit. At the time, this was still to be a demolition project. The final product was to be a storage facility.

We did request that they submit a timeline for their demolition activities upon the approval of the extension. Their timeline actually was more of a statement as to what they were going to do. At this time, they did indicate that it was not going to be used for storage but a principal structure.

Myself and Colleen Winter had two meetings with the "Owners" in May to discuss this issue. The last one in May, on May the 20<sup>th</sup> 2014, we thought that we were making some progress toward resolution with the exception that the "Owners" did say that they would not combine the lots. On June the 11<sup>th</sup>, we sent them a memo stating what issues they were in noncompliance, what the sections of the Code related to, and what they needed to do to bring these into compliance.

Between June the 11<sup>th</sup> and July the 28<sup>th</sup> of this year, there were several calls, many e-mails, and finally a meeting on July 28<sup>th</sup> in which the "Owners" requested some additions to the building that related more to improvements to it. We told them that at this time, that we couldn't permit that.

On August the 13<sup>th</sup> we gave them our final position by telephone. On August the 20<sup>th</sup> we gave them written notice for the item required for Code compliance. On August the 29<sup>th</sup> there were some issues with an overhang that was a building issue. This was later resolved. This was the only building issue that was a part of this whole process.

At the time this first timeline was developed, which was probably back three months ago, there'd been approximately 80 to 90 e-mails involved between City staff, the "Owners," the City Attorney, numerous meetings, and there've subsequently been many, many more since that time. So, this has been a process that's involved quite a bit of time of City staff and the City Attorney since May of this year. So, that's kind of just a brief overview of the things we've gone through in dealing with this issue."

Ronning, "Thanks. I personally believe it's important for others to know what we're considering, at least. That gets onto a lot of it, I don't know about all, but thank you."

DeRoche, "I think we have to vote on whether we're going to go ahead or not." Ronning, "Pardon?" DeRoche, "And then a motion..." Vierling, "There's a motion on the table, as I understand it, to deny the request for the continuance." **Harrington, "I'll second.** DeRoche, "Seconded. Any more discussion on it? All in favor?" **All in favor.** DeRoche, "Opposed? Hearing none, now we'll move on to the other item." **Motion passes unanimously.**

Vierling, "A couple items for housekeeping on this one. We'd recommend also that the following action be taken by the Council, **that the Council would formally adopt a motion at this time formally closing the record on this matter relative to 553 Lakeshore and that the record include the City staff file as of this date, the City's ordinances, Minnesota Statutes, and the Anoka County property records as part of the file.**" DeRoche, "I'm agreeable to that. **I move that we accept those terms.**" Koller, "**I'll second.**" DeRoche, "Any more discussion? All in favor?" **All in favor.** DeRoche, "Opposed? Hearing none, motion passes." **Motion passes unanimously.**

Vierling, "Then finally, we would recommend to the Council that you pass, by motion at least, by indication to the staff **that you want City staff to return to you on the 17<sup>th</sup> of December with a draft resolution incorporating findings of fact and directives relative to this matter that are consistent with the staff recommendations that have been made within the file and to the Planning Commission.**" Koller, "**I'll make that motion.**" **Harrington, "I'll second."** DeRoche, "Any additions? Any more comments? Any discussion at all? All in favor?" **All in favor.** DeRoche, "Opposed? Hearing none." **Motion passes unanimously.**

Vierling, "Thank you."

## 5.0 Public Forum

DeRoche, "There was a young couple that just came in. Do you want to speak at the Public Forum? Oh, you just came to watch? Okay."

Sharon Johnson, 20241 Highway 65, "I just will be very brief tonight. My purpose for coming tonight and Bruce's also, is just to say 'thank you' to the outgoing Councilmembers, both Bob and Heidi. You came in at a really, really difficult time for the City and I'm sure it has not been fun, at all. So, I just want to acknowledge publically that you've done a good job and it's been hard.

5.0  
Public  
Forum

We have been working with the City since about March of 2013, so almost two years, through the IUP process and then working with the City to recommend rezoning to the Met Council. You could have said, 'No' at any time. And this is with the rest of the Council also, but you didn't and we appreciate it. We hope that you will see some new things happening on the farm next year with new buildings and new things. It's been really important for your support so I just thank you for that."

DeRoche, "Thanks Sharon and Bruce. Go ahead."

Zach Lachinski, "Hi, I'm Zack Lachinski, an Eagle Scout candidate with the local Boy Scout Troop 733. I'd like to announce the start of my project, which is a coat and boot drive for Head Start in Coon Rapids. We have set up a donation location at Kid's Express in St. Francis and I'm also going to talk to the High School and see if I can get a location there. I'd like to ask permission to set up a donation box here at City Hall."

DeRoche, "Is that feasible, Jack?" Davis, "Yes. I spoke with Zach's father earlier and told him that we could work something out for that." DeRoche, "Yeah, City staff could use some stuff."

Lachinski, "And, I'd also like to announce that if anybody has any questions regarding my project or would like to set up a donation location at their place of business or home, they can contact me through the City or I have flyers starting to be put up places and stuff like that. So, thanks."

Ronning, "How many are in your effort? Are you doing this alone?" Lachinski, "It's anywhere, I've asked my Troop to help me and I've asked my family to help me. And, anybody that's interested is very welcome to set up a donation location for all these things. Because kids need them. Not everybody can provide themselves with coats and boots and stuff like that."

Ronning, "If somebody should express interest, would you mind if they contact Jack or somebody at the City Hall and communicate that? Rather than have them contact you at home?" Lachinski, "Absolutely. That's just fine."

DeRoche, "That would probably be better. You don't need to put your phone number out there." Lachinski, "Thanks a lot." DeRoche, "All right Zach, appreciate the effort." Ronning, "Thank you. Yeah, that's commendable. Thank you. There's a lot of homeless people that would..." DeRoche, "Anyone else? Last chance to talk. All right, we'll move on."

**6.0  
Consent  
Agenda**

Item A Bills/Claims

Item B Meeting Minutes, November 19, 2014, City Council Meeting  
Meeting minutes from the November 19, 2014, City Council Meeting are attached for your review and approval.

Item C Oak Grove Building Official and Inspection Contract

The City has provided Building Official and Inspection Services to Oak Grove for the previous two years. The proposed contract for 2015 is identical to the 2014 contract for both fees and service. The City charges 80% of the fee schedule and 100% of the plan review costs to fund the contract. The revenues for each year of the agreement have exceeded our

6.0

costs for these services. A copy of the proposed Contract is attached.

Consent

Agenda

Item D Final Payment Elevated Storage Tank No. 1

This item includes the Final Payment to Caldwell Tank, Inc. for the construction of Elevated Storage Tank No. 1. The original contract amount for this project was \$1,072,000.00. The final contract amount is \$1,050,217.86. Staff recommends final payment of \$55,360.89. A summary of the Final Payment is as follows:

Total Contract Amount	\$ 1,072,000.00
Final Contract Amount	\$ 1,050,217.86
Less Previous Payments	<u>\$ 994,856.97</u>
Total Payment	\$ 55,360.89

Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project.

**Ronning, “Move to approve the Consent Agenda as written.” Harrington, “I’ll second.” DeRoche, “Any discussion on it? All in favor?” All in favor. DeRoche, “Opposed? Hearing none, motion passes.” Motion passes unanimously.**

7.0

New Business

Commission, Association and Task Force Reports

7.0A

Planning Commission

None.

7.0B

Economic Development Authority

None.

7.0C

Park Commission

7.0C.1

East Anoka County Regional Trail Master Plan, Resolution 2014-49

Davis presented the staff report, indicating at the August, 2014 Parks Commission meeting, the Parks Commission adopted, or recommended approval of the North Anoka County Trail Plan. This is a trail that would run along Lexington Avenue north to 185<sup>th</sup> and then east along Lexington into Columbus, into Linwood, reenter the City at 229<sup>th</sup> Avenue from Linwood and continue on to the Cedar Creek Ecosystem Science Reserve. The trail would be constructed as part of road reconstruction on County right-of-way, entirely by County funds. Once the trail would be completed, the City’s obligation would be for some maintenance activities. The County would be responsible, though, for the major capital improvement-type maintenance such as repaving, things of that nature. The Parks Commission has recommended approval and staff recommends approval from Council for this project.

**Harrington, “I’ll make a motion to approve and endorse the East Anoka County Regional Trail Master Plan with the passage of Resolution 2014-49.” Ronning, “Second.”**

DeRoche, “Any discussion?” Koller, “Is there anything here about what the total cost will be?” Davis, “There is information on the cost. It’s included in the Plan. Again, that will be part of the County’s responsibilities. There are no major plans for any reconstruction of

7.0C.1 those routes currently. So really, any costs now are just pure speculation but they would be part of the County's road reconstruction when that part of the project is done."

East Anoka County  
Regional Trail Master Plan, Resolution 2014-49

Ronning, "What's the extent of City commitments in this document?" Davis, "We would have some minor maintenance responsibilities but those would be worked out through a Joint Powers Agreement (JPA) and are to be determined."

Ronning, "Can we consider that as supposed to mean no major expenses on our part?" Davis, "That's correct. And again, those responsibilities have to be defined and have to be approved by both the City and Anoka County through a JPA."

DeRoche, "Any more discussion? All in favor?" **All in favor.** DeRoche, "Opposed? Hearing none, motion passes." **Motion passes unanimously.**

7.0D  
Road Commission

None.

**8.0 Department Reports**

8.0A  
Community Development

None.

8.0B  
Engineer

None.

8.0C  
City Attorney

None.

8.0D  
Finance

None.

8.0E  
Public Works

None.

8.0F  
Fire Department

None.

8.0G  
City Administrator

Davis, "We contacted Johnson Controls to do a preliminary energy audit for City buildings in hopes of trying to find some means of saving additional funds. Johnson Controls does a lot of this work and part of their incentive to do it is they like to sell you products or equipment to achieve your goals. After the completion of their inventory, they came back and told us we had no self-funding projects. There was nothing that they saw that they could do other than just the minor stuff like programmable thermostats, some light bulb changes. We still have a few T8 fluorescents. We need to change that over. No major things were identified so they said that we're doing a very good job with our energy cost management and there was nothing that they could do to help us. Since they're in the business of selling these services, that's a pretty good endorsement on management of our energy cost."

Ronning, "Um, not really a report. I, you and I spoke about this once before and when they

8.0G

City

Administrator

say there's no real value they can add, they're taking it, I believe they're taking into consideration their cost. There might be some improvements we can make but they'd be independent improvements on our part." Davis, "That's correct. And, what they do is they sell you equipment upgrades and it's paid for through your energy savings. But, in this case, they could identify none in any facilities that we had."

Ronning, "And the added cost on their part would be significant, to say the least, I think." Davis, "That's correct."

**9.0 Other**

9.0A

Staff Reports

None.

9.0B

Council

Report –

Member

Ronning

Council

Member

Harrington

Ronning, "I don't have a report. Ate too much last week." DeRoche, "There you go."

Harrington, "No, I have nothing at this time."

Council

Member

Koller

Koller, "Well, I talked with Jack before the meeting about the Ice Arena. We had some issues there that they need to be straightened out a little bit. One of the scoreboards reads upside down. And, it's extremely cold in there because apparently the furnaces are not working right or are not turned on. I got a few complaints about that and some other cleanliness issues. But, Jack will hopefully get all that taken care of."

We did have another house fire but the Fire Department was able to save it. It was, a detached garage started on fire and caught the house on fire. They limited it to one wall and part of the attic. So, that's better than the house fire a week ago where it was burned to the ground. That was because of a heat lamp that was used to keep a pet cage warm. It ended up burning the entire house down. So, people have to be a little more careful, I think, and I'm one of them because I have a heat lamp keeping my dogs warm. So, that's about it for me."

Council  
Member  
Moegerle

Member Moegerle was absent.

Mayor

DeRoche

DeRoche, "Well, I guess first I'd like to thank the other fire departments that did mutual aid. I actually did listen to that call and that mutual aid with other fire departments and cities, that's quite remarkable how these departments can get together and work. I mean, they train together and for some cities to think they're going to do it on their own, it's not going to happen. I mean, they're, this fire came up at such a time of night, to be able to get enough East Bethel people to come out, you just can't do it. So, again, I'd like to thank the fire departments. I think Linwood was there, Oak Grove. If I'm missing somebody, I'm sorry. I know there were a couple more involved."

Other than that, an update on the Sandhill Crane area, the grant was all put together and I think it's about a million dollars. Jack? And, all the paperwork's been done, signatures are in resolutions. Now, for those that didn't know, that was a situation where they were going

Mayor  
DeRoche

to come in and clear out a bunch of Oak wilts down in the Sandhill Crane area. And, through a lot of meetings, a lot of efforts of a lot of people, I know Jack and I went to three or four meetings, and Anoka County Parks, and the DNR, and the MPCA, and everybody kind of really pulled together to come up with something to save that. So, to everybody that helped out on that, thanks a lot because that would have been kind of a 'drag' for the City to loose all that nice clear cut stuff.

Other than that, people are out on the ice fishing. I don't think that ice is ever really safe. But, fire departments go out of their way. There was a call today where they got called out, not East Bethel, but another department got called out because there was a cat out on the ice. What are you going to do? They got compassion and it's kind of a shame that you have to go out and risk your life, but you got to do it I guess."

Other than that, Sharon, Bruce, thanks for your support. For the last couple months, I've had numerous conversations with a lot of people. A lot of stuff was said and thinking back, I'm very happy with everything that got done in the last four years. I don't think anybody has any kind of a clue, unless you were actually involved or at the meetings, to understand just, like Sharon said, when we came in, there was a lot going on. And, that got taken care of. Then some other things came up. It's taken a while and, you know, people's personal agendas get involved. Well, yeah, it has and it's caused some kind of not so fun issues. But in looking back, I wouldn't change a thing. I wouldn't change the way I handled the situations. I thought it was done with somewhat dignity and respect but yet, you know, there's got to be a certain amount of decorum up here. People need to understand that if an item's on the agenda, that's when it can be discussed. Other stuff cannot just be discussed. And, we can't talk about it outside of here so, you know, again, get involved. Stop by at the meetings."

9.0C

None.

Other

**10.0**  
**Adjourn**

**Koller, "Motion to adjourn." Harrington, "I'll second." DeRoche, "All in favor?" All in favor. DeRoche, "Opposed? Hearing none, we're done." Motion passes unanimously.**

Meeting adjourned at 8:10 p.m.

Submitted by:

Carla Wirth

*TimeSaver Off Site Secretarial, Inc.*

**APPLICATIONS COMPLETED FOR GARBAGE HAULERS LICENSE - 2015**

<b>Check Deposited</b>	<b>Certificate of Insurance</b>	<b>License #</b>	<b>Company</b>	<b>Type of License: Commercial and/or Residential or Both</b>
	X	2015-001	Ace Solid Waste	Both
12/2/2014	X	2015-002	East Central Sanitation	Both
12/10/2014	X	2015-003	LePage & Sons, Inc.	Both
	X	2015-004	Republic Services (formerly Allied Waste)	Commercial
12/2/2014	X	2015-005	SRC, Inc. (Town & Country Disposal)	Both
12/10/2014	X	2015-006	Walters Recycling & Refuse	Commercial
		2015-007	Waste Management of MN, Inc. Blaine	

## APPLICATIONS COMPLETED FOR CIGARETTE LICENSING -- 2015

License #	Company	Address	MN Tax ID	
2015-01	MN Corp/Go For It Liquor Store	3255 Viking Blvd NE, East Bethel, MN 55092	2342452	
2015-02	Coon Lake Market	515 Lincoln Drive NE, East Bethel, MN 55092	1603118	
2015-03	Cooper's Corner Store	23705 Hwy. 65 NE, East Bethel, MN 55005	8122925	
2015-04	Cooper's Corner Liquor	23733 Hwy. 65 NE, East Bethel, MN 55005	8122925	
2015-05	Corner Express	4825 Viking Blvd. NE, East Bethel, MN 55092	5705605	
2015-06	Hidden Haven Country Club	20520 Polk St. NE, East Bethel, MN 55011	6094451	
2015-07	MN Corp/Go For It Convenience Store	3255 Viking Blvd NE, East Bethel, MN 55092	2342452	
2015-08	Marathon/River Country Coop	1341 187th Lane NE, East Bethel, MN 55011	8075165	
2015-09	Wayne's Liquor	21340 Aberdeen Street NE, East Bethel, MN 55011	1615862	
2015-10	Route 65 Discount Liquor	18453 Highway 65 NE, East Bethel, MN 55011	2836883	



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

December 17, 2014

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 D.1

\*\*\*\*\*

**Agenda Item:**

Viking Boulevard Lighting Project

\*\*\*\*\*

**Requested Action:**

Consider approval of the Street Light Project for Viking Blvd proposed by the Anoka County Highway Department

\*\*\*\*\*

**Background Information:**

The Anoka County Highway Department has been awarded a federal grant for safety upgrades to be used on rural county roads. The funding will be used to upgrade the center line striping with a more reflective material along Viking Blvd from TH65 to the eastern border of Anoka County and to install sixteen street lights at intersections along the same stretch of road.

There are six street light locations proposed for East Bethel that include Rochester St, Vickers St, Breezy Pt Dr, Thielen Blvd/Sportsmen Rd, Tri Oak Circle, and County Rd 17. The grant would cover 90% of the construction and installation costs with Anoka County picking up the remaining 10%. The City would be responsible for the operational and maintenance costs of the lights. The proposed completed construction schedule is mid-summer, 2015.

The Road Commission and staff have reviewed the proposed project and feel that the lights and pavement markings would provide a safety benefit to East Bethel residents and those traveling along Viking Blvd. The Road Commission has unanimously recommended approval of the project at their December 9, 2014 meeting. They have also recommended changing the location of the proposed street light at County Rd 17 and having it placed at the 195<sup>th</sup> Ave intersection. The Roads Commission and Staff are of the opinion that the intersection at County Rd 17 is currently well lit from the two businesses and by the existing street light at Wild Rice Drive and County Rd. 22. The intersection at 195<sup>th</sup> Ave and County Rd 22 has restricted sight lines due to alignment issues, is difficult to locate at night and serves a high density neighborhood which would benefit from a lighted intersection.

\*\*\*\*\*

**Attachments:**

- 1) Map of Project Locations
- 2) CR 22 Fatality Location 2011-2013

\*\*\*\*\*

**Fiscal Impact:**

The City would not have any costs associated with the construction and installation. The monthly operational and maintenance costs would be approximately \$6.76 per light if LED lights are

utilized. The total yearly costs for the six lights would be approximately \$487. This cost would include the electricity and maintenance (bulb replacement, repairs, etc) for a 25 year period as per our current contract with Connexus.

\*\*\*\*\*

**Recommendation(s):**

The Road Commission recommends acceptance of the proposed project for the locations specified at Rochester, Vickers, Breezy Point, Thielen and Tri Oaks intersections and requests moving the location of the proposed light at County Rd 17 to 195<sup>th</sup> Ave.

\*\*\*\*\*

**City Council Action:**

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

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

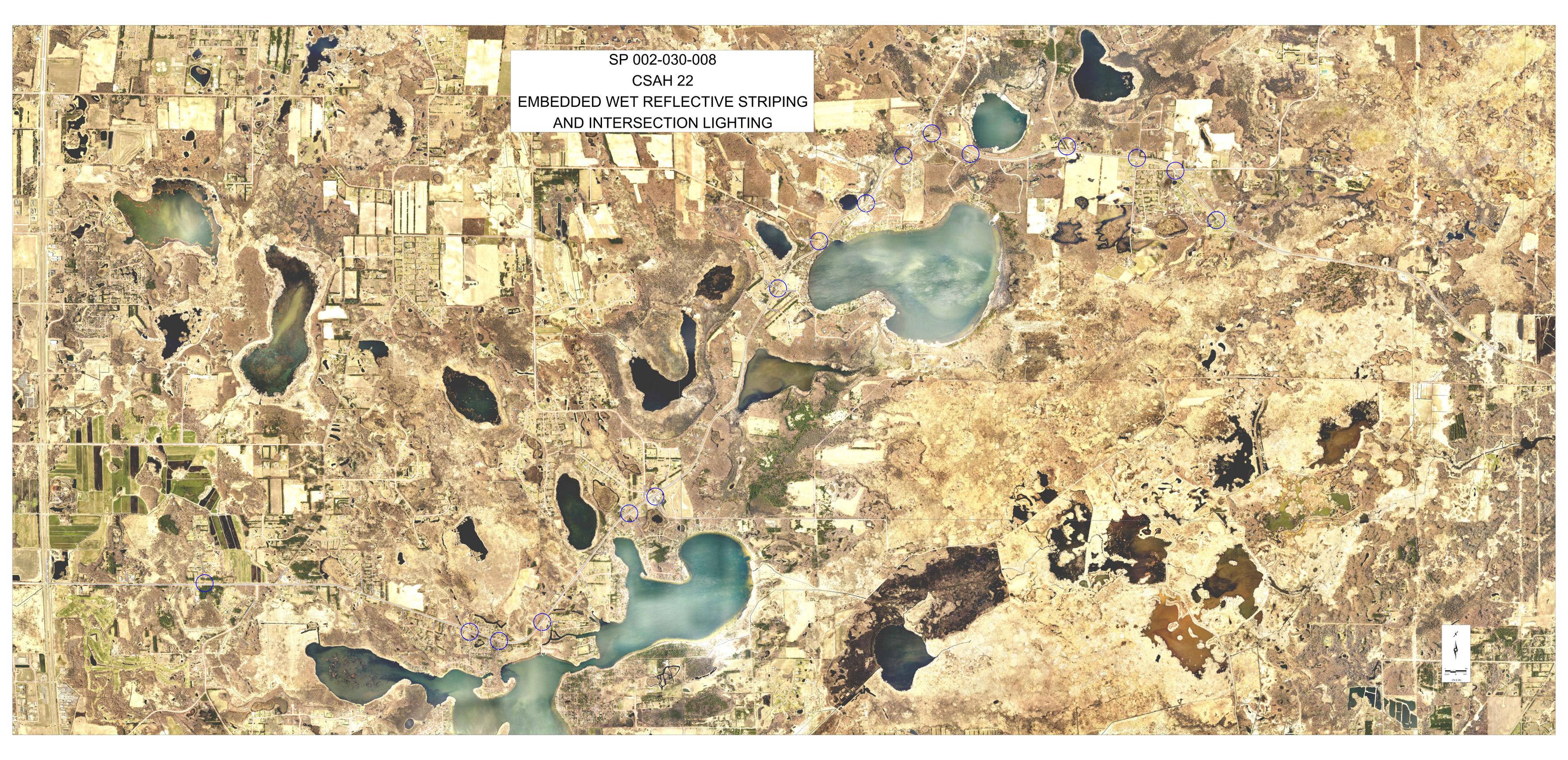
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

SP 002-030-008  
CSAH 22  
EMBEDDED WET REFLECTIVE STRIPING  
AND INTERSECTION LIGHTING



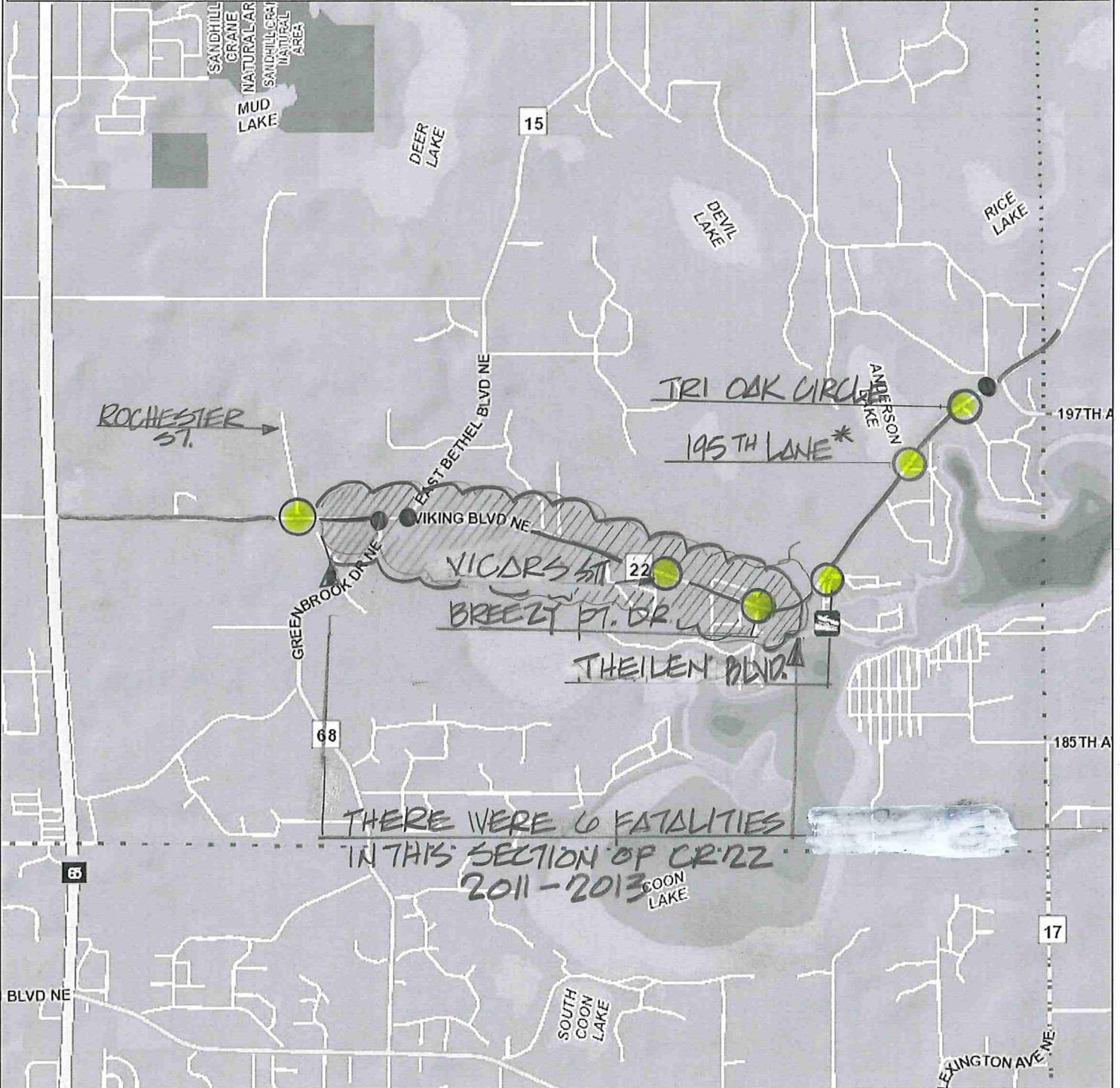


# CR 22 Street Light Project

EXISTING LIGHT



PROPOSED LIGHT



Aerial Photo: Flown Spring of 2014



\* THE CITY RECOMMENDS THE LOCATION OF LIGHT @ 195TH LANE AS OPPOSED TO CR 22 @ 17

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

**RESOLUTION NO. 2014-50**

**RESOLUTION SUPPORTING THE ANOKA COUNTY HIGHWAY DEPARTMENTS  
PLAN FOR SAFETY IMPROVMENTS ON VIKING BLVD**

**WHEREAS**, Due to a recent increase in traffic accidents and fatalities along Viking Blvd between Highway 65 and Interstate 35, the Anoka County Highway Department has submitted and received approval for a federal grant for adding safety upgrades to this road segment, and

**WHEREAS**, the safety upgrades would include more reflective pavement striping and overhead streetlights at intersections along this road segment, and

**WHEREAS**, the location of six overhead streetlights in East Bethel would include Rochester St, Vickers St, Breezy Point Drive, Sportsman Rd/Thielen Blvd, 195<sup>th</sup> Ave, and Tri Oak Circle, and

**WHEREAS**, the federal grant and the Anoka County Highway Department will cover the cost of the paint striping and streetlight installation while the City of East Bethel will cover the cost of operation and maintenance for the lights within its corporate limits.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** the City Council of East Bethel hereby offers its support for the safety upgrades to Viking Blvd proposed by the Anoka County Highway Department.

Adopted this 17th day of December, 2014 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

---

Robert DeRoche, Jr., Mayor

ATTEST:

---

Jack Davis, City Administrator



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

December 17, 2014

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 D.2

\*\*\*\*\*

**Agenda Item:**

Anoka Conservation District Water Quality Improvement Projects

\*\*\*\*\*

**Requested Action:**

Consider approving projects proposed by the Anoka Conservation District

\*\*\*\*\*

**Background Information:**

The Anoka Conservation District (ACD) is proposing to fund water quality improvement projects around Coon Lake in East Bethel. The projects include shoreline restoration and rain gardens that help increase stormwater infiltration and sediment collection before it enters surface waters. The proposed locations of the Rain Gardens are included in the attachment #1 with one located at the Coon Lake Community Center and at 19262 East Front Blvd. The rain gardens would be installed with permission and cooperation from the property owner who would be responsible for maintenance for the first 10 years.

Portions of the sites could be located on City right-of-way. The locations may require that some utilities be relocated with the cost being borne by the utilities. The homeowner agreements are nonbinding and should the property be sold or transferred, the new owner would not be required to continue maintenance. At that time the City could take over maintenance or the rain gardens could be abandoned.

The construction timeline calls for a completion date of October 2015.

The Road Commission has reviewed the proposed project and recommends the installation and construction of the rain gardens at the proposed locations. The ACD has contacted the adjoining property owners and worked out the maintenance agreements before proposing the locations.

\*\*\*\*\*

**Attachments:**

- 1) Map of Project Locations
- 2) Example Plan Set

\*\*\*\*\*

**Fiscal Impact:**

The City would not have any costs associated with the construction and installation. Maintenance would be handled by the adjoining property owners. Maintenance costs could be incurred after ten years or with a change in property ownership if the City elects to continue these facilities.

\*\*\*\*\*

**Recommendation(s):**

The Road Commission recommends acceptance of the proposed projects.

\*\*\*\*\*

**City Council Action:**

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

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

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

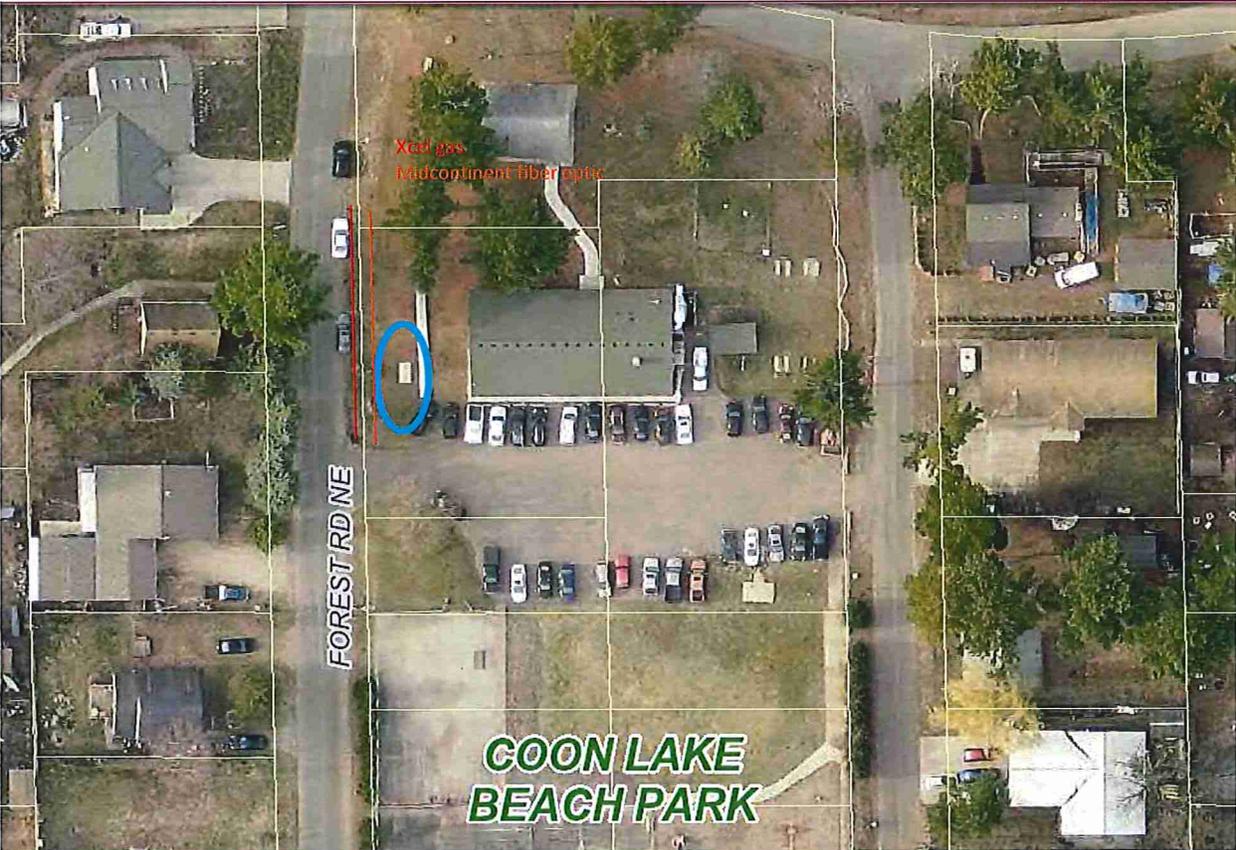
Vote Yes: \_\_\_\_\_

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

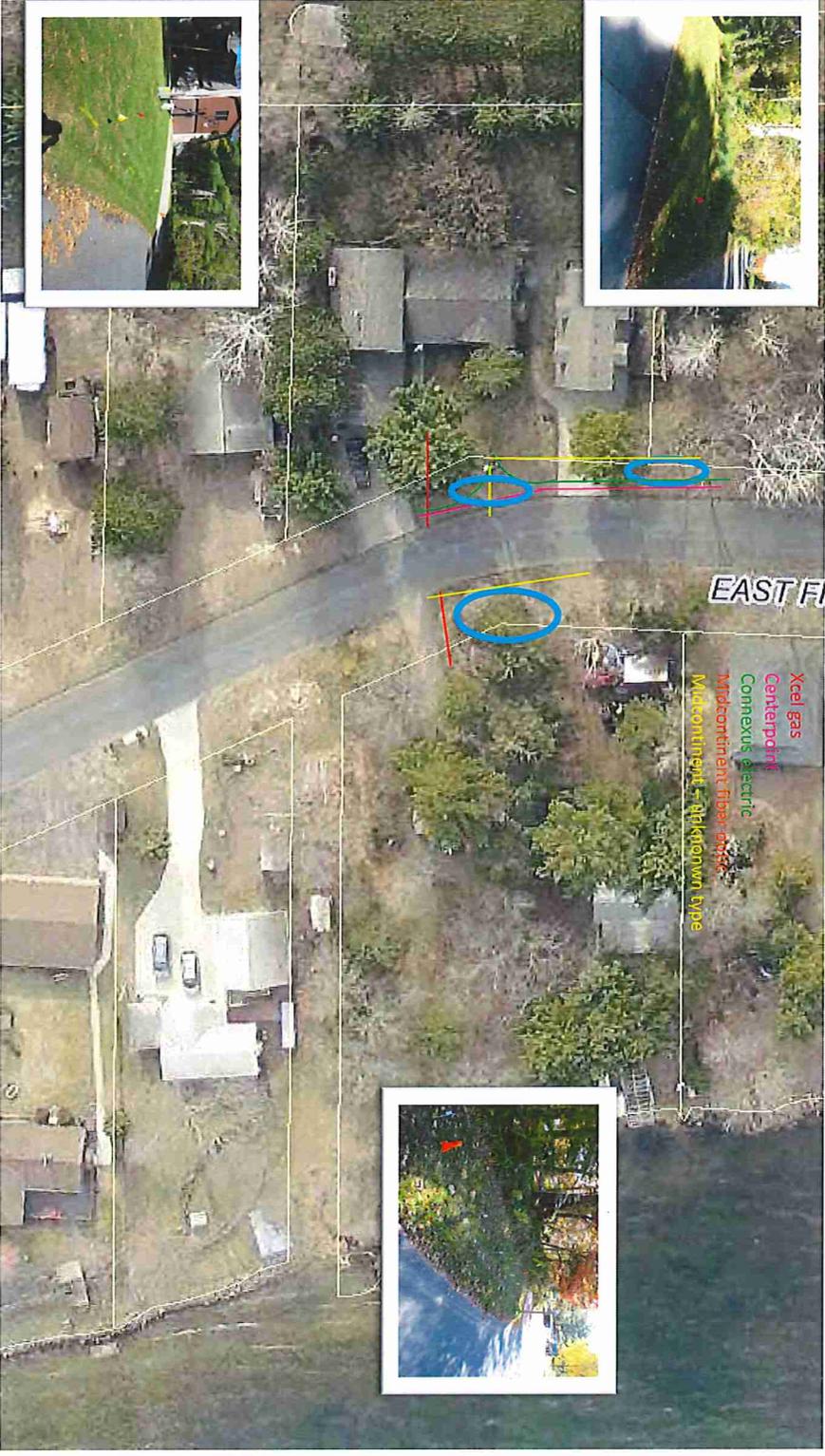
No Action Required: \_\_\_\_\_



# Coon Lake Beach Community Center



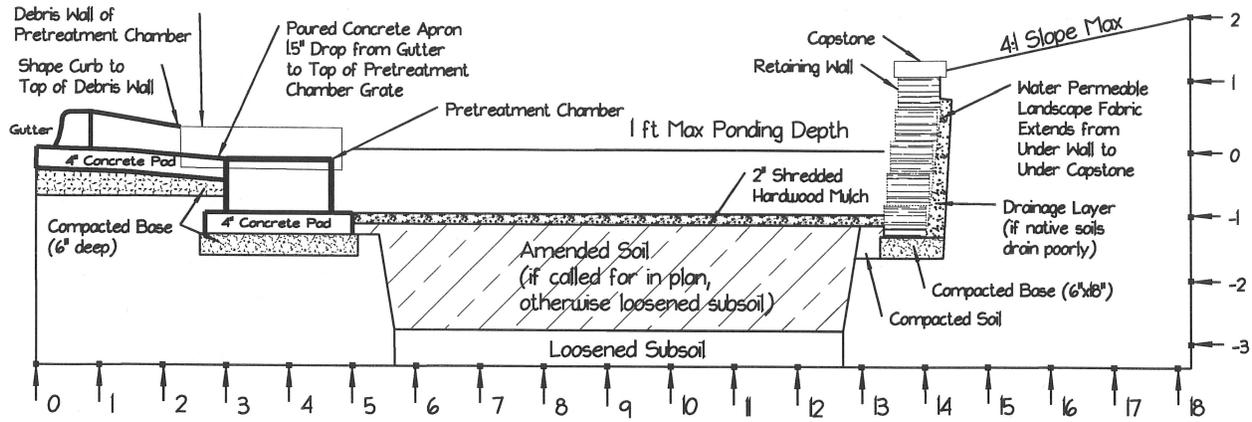
19262 & 19303 E FRONT BLVD NE



19255 E Front Blvd and parcel across street

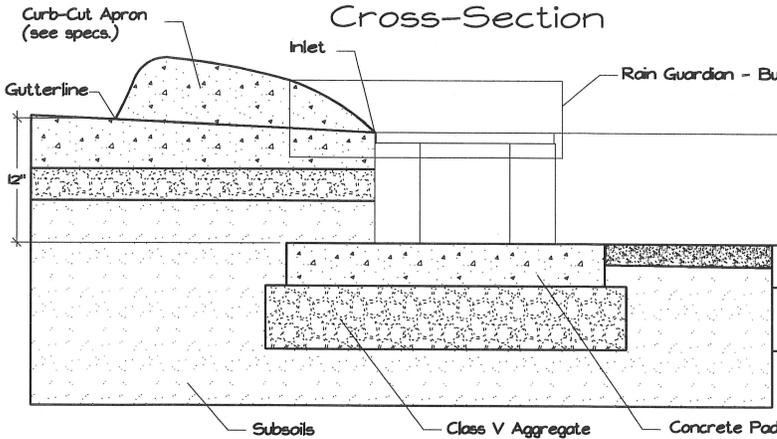


# Rain Garden Cross Section - (horizontal measurement and retaining wall height vary by location)

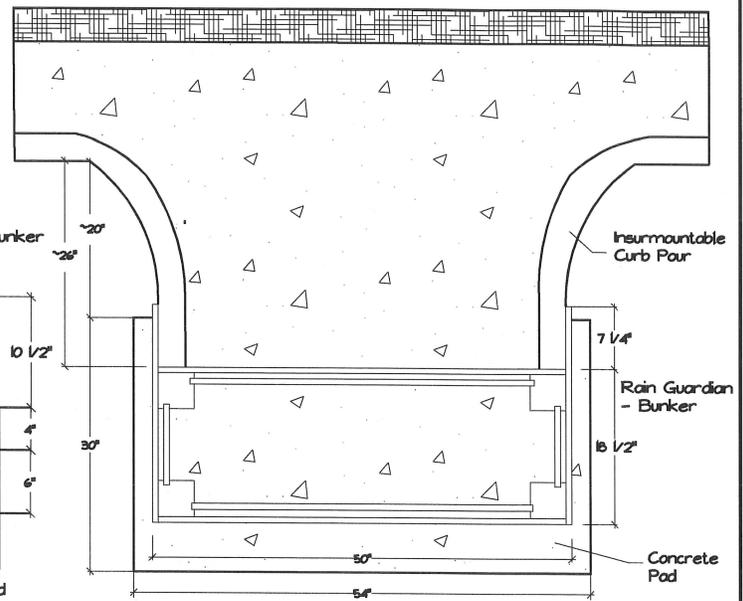


## Curb-Cut, Inlet, and Pretreatment

MnDot Concrete mix No. 3A32 - 3900psi, 5-8 air-entrainment, Membrane Curing Compound (3755), and with broom finish. Disturbed bituminous street surfacing shall be sawcut or milled to form a smooth edge for patching with 6" Class V gravel base and 2.5" of LV4 bituminous mix. Poured curb must be insurmountable shape to prevent water flow from overlapping downstream side of apron.



## Plan View



## Notes For All Sites

- All elevations are relative to gutter at curb cut.
- It is critical that the top of the concrete pretreatment chamber pad be precisely 1' below the curb gutter.
- Baseline is measured from edge of driveway.
- Contact Gopher State One to verify utility locates prior to work.
- Protect OR move all existing utilities from damage.
- No retaining walls are to be constructed over gas or water utilities, make adjustments on site as necessary.
- Avoid equipment traffic on driveways and walkways.
- Limit non-tracked equipment over infiltration area.
- Hatched basin area represents the level bottom of the rain garden at finished elevation with mulch and compost.
- Over excavate basin 2" to accommodate mulch and compost.
- Rip subsoils after excavation to maximum depth possible.
- Remove soils with reduced infiltration if found during ripping.
- Amend with 2" of compost and incorporate to a depth of 18".
- Cover basin and additional planting area with 2" of double shredded hardwood mulch.

- Replace or repair any private underground sprinkler lines or heads disturbed during construction.
- Repair all areas of damaged sod affected during construction.
- Side slopes should be 3:1 up to ground level.
- Slope behind retaining walls not to exceed 4:1.
- Retaining wall constructed of segmental block (diamond straight face, with capstone).
- Step wall top to follow lawn elevation.
- Walls should be no taller than 36" with capstone.
- Bottom course of wall should be buried below grade with compacted soil in front.
- Water permeable landscape fabric should be installed under and wrapped up behind wall and secured under capstone.
- Capstone to be secured in place with landscape block adhesive.
- Mulch should be at least 2" deep but no more than 3" deep.
- Follow design details. If there are issues or questions contact Anoka Conservation District prior to making any changes. 763-434-2030

# Sand Creek Neighborhood (SC-R3)

Typical Detail  
Curb Cut Rain Garden, Inlet and  
Pretreatment Chamber

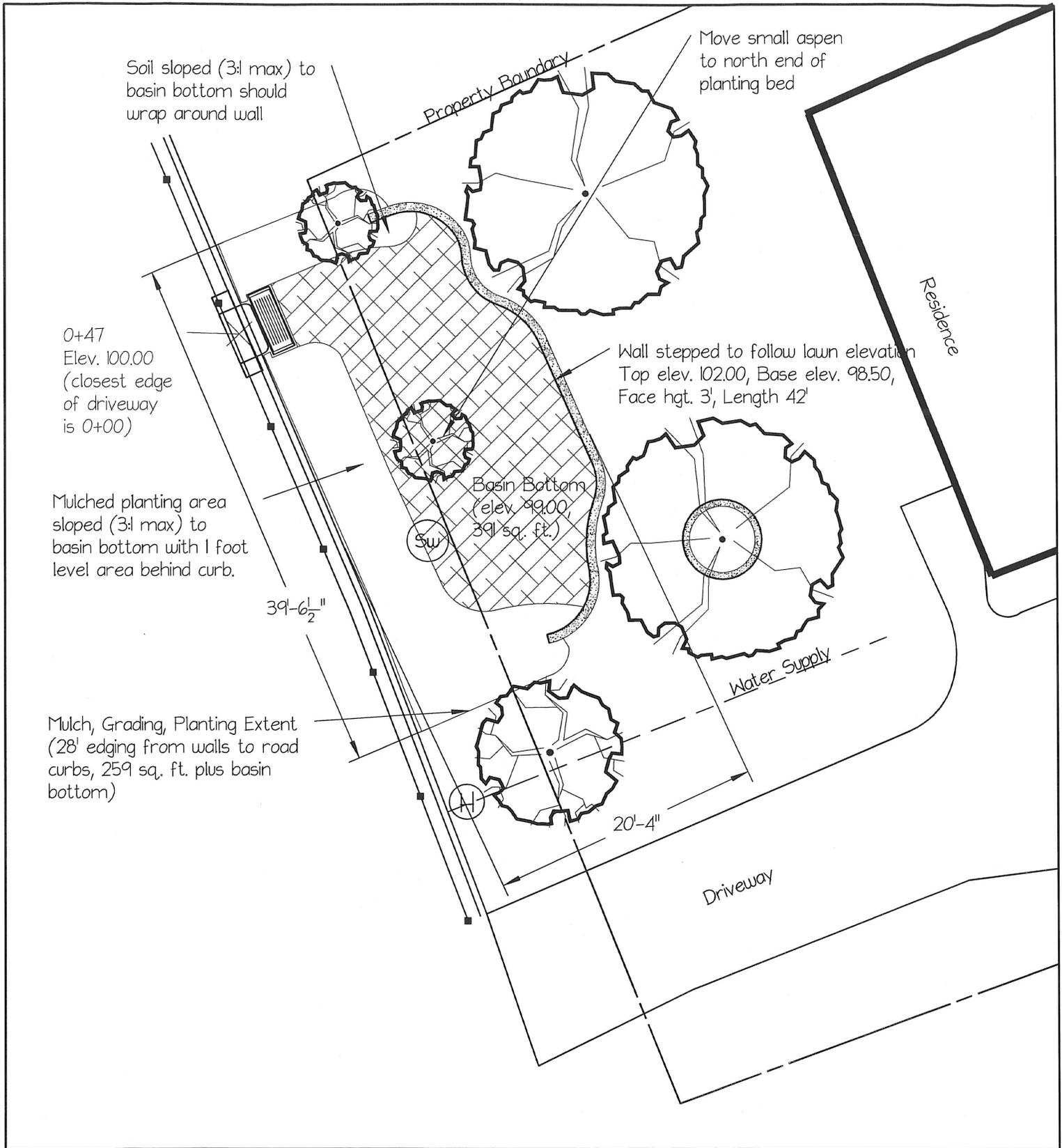
Client: Coon Creek Watershed District  
Designer: Chris Lord, District Manager  
Anoka Conservation District

All Sites

Sheet 2 of 16

Date: June 18, 2014

Not to Scale



Soil sloped (3:1 max) to basin bottom should wrap around wall

Property Boundary

Move small aspen to north end of planting bed

Residence

0+47  
Elev. 100.00  
(closest edge of driveway is 0+00)

Wall stepped to follow lawn elevation  
Top elev. 102.00, Base elev. 98.50,  
Face hgt. 3', Length 42'

Mulched planting area sloped (3:1 max) to basin bottom with 1 foot level area behind curb.

Basin Bottom  
(elev. 99.00,  
391 sq. ft.)

39'-6 1/2"

Water Supply

Mulch, Grading, Planting Extent  
(28' edging from walls to road curbs, 259 sq. ft. plus basin bottom)

20'-4"

Driveway

### Sandcreek Neighborhood (SC-R3)

Curb Cut Rain Garden  
Design and Grading Plan

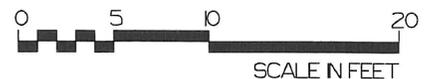
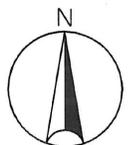
## Location 2

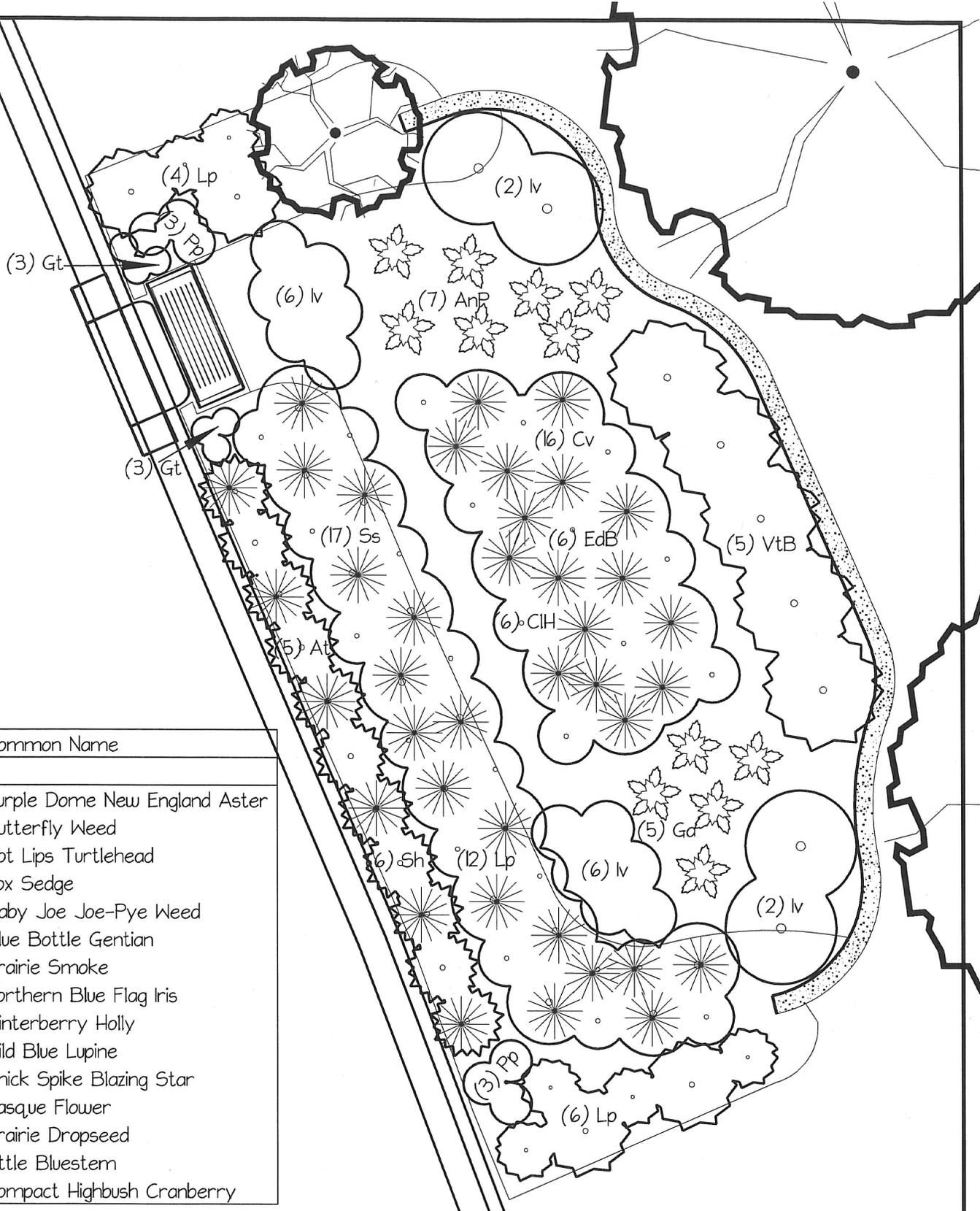
Sheet 5 of 16

Client: Coon Creek Watershed District  
Designer: Chris Lord, District Manager  
Anoka Conservation District

McManus Robert & Sarah  
11701 Larch St. NW  
Coon Rapids, MN

Date: June 18, 2014





Key	Qty	Common Name
Other Plants		
AnP	7	Purple Dome New England Aster
At	5	Butterfly Weed
CIH	6	Hot Lips Turtlehead
Cv	16	Fox Sedge
EdB	6	Baby Joe Joe-Pye Weed
Ga	5	Blue Bottle Gentian
Gt	6	Prairie Smoke
Iv	12	Northern Blue Flag Iris
Iv	4	Winterberry Holly
Lp	10	Wild Blue Lupine
Lp	12	Thick Spike Blazing Star
Pp	6	Pasque Flower
Sh	6	Prairie Dropseed
Ss	17	Little Bluestem
VtB	5	Compact Highbush Cranberry

## Sandcreek Neighborhood (SC-R3)

Curb Cut Rain Garden  
Planting Plan

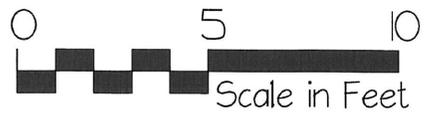
Client: Coon Creek Watershed District  
Designer: Chris Lord, District Manager  
Anoka Conservation District

## Location 2

McManus, Robert & Sarah  
11701 Larch St. NW  
Coon Rapids, MN

Sheet 6 of 16

Date: June 18, 2014



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

**RESOLUTION NO. 2014-51**

**RESOLUTION SUPPORTING THE ANOKA CONSERVATION DISTRICTS WATER  
QUALITY IMPROVEMENT PROJECTS NEAR COON LAKE**

**WHEREAS**, The Anoka Conservation District is proposing to fund water quality improvement projects near Coon Lake in East Bethel at 182 Forest Road and 19262 East Front Boulevard, and

**WHEREAS**, the water quality improvement projects are designed to increase stormwater infiltration and sediment collection before it enters surface waters and to reduce the amount of phosphorus entering Coon Lake, and

**WHEREAS**, the water quality improvements projects would be rain gardens maintained by the property owners.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** the City Council of East Bethel hereby offers its support for the water quality improvements proposed by the Anoka Conservation District.

Adopted this 17th day of December, 2014 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Robert DeRoche, Jr., Mayor

ATTEST:

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Jack Davis, City Administrator



# City of East Bethel City Council Agenda Information

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**Date:**

December 17, 2014

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 F.1

\*\*\*\*\*

**Agenda Item:**

Fire Department Report

\*\*\*\*\*

**Requested Action:**

Informational only

\*\*\*\*\*

**Background Information:**

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

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Recommendation(s):**

Informational only.

\*\*\*\*\*

**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**East Bethel Fire Department  
November 2014 Response Calls**

Incident Number	Incident Date	Alarm Time	Location	Incident Type
458	11/29/2014	18:59	22620 East Bethel Blvd	Building fire
457	11/29/2014	17:35	485 224th LN NE	EMS Call
456	11/27/2014	19:15	24355 65 HWY NE	EMS Call
455	11/27/2014	08:48	21005 EVELETH ST	EMS Call
454	11/26/2014	12:07	22409 Buchanan ST NE	EMS Call
453	11/26/2014	11:15	3434 143 AVE NE	Cancelled en route
452	11/24/2014	16:28	19438 West Tri Oak CIR	EMS Call
451	11/24/2014	03:25	4647 229th AVE NE	EMS Call
450	11/23/2014	13:13	24355 Highway 65 NE	EMS Call
449	11/23/2014	11:55	24315 University AVE NE	EMS Call
448	11/23/2014	23:44	1016 221st AVE NE	EMS Call
447	11/22/2014	11:41	4715 Fawn Lake DR NE	Building fire - Rekindle
446	11/20/2014	21:02	4715 Fawn Lake DR	Building fire - Rekindle
445	11/20/2014	19:00	2751 Viking BLVD NE	Special type of incident, other
444	11/20/2014	15:57	1439 221st AVE NE	EMS Call
443	11/20/2014	03:42	4715 Fawn Lake DR NE	Building fire
442	11/19/2014	06:16	313 Cedar RD NE	Smoke scare, odor of smoke
441	11/18/2014	22:55	24355 Hwy 65	EMS Call
440	11/18/2014	18:47	3814 219th LN NE	EMS Call
439	11/18/2014	09:33	1510 229 LN	Gas leak (natural gas or LPG)
438	11/17/2014	17:14	24355 HWY 65 HWY	Smoke or odor removal
437	11/17/2014	11:29	412 Dahlia DR NE	EMS Call
436	11/16/2014	16:57	3436 228 AVE NE	Smoke detector activation
435	11/15/2014	14:00	18164 65 HWY NE	EMS Call
434	11/15/2014	12:18	18164 65 HWY NE	EMS Call
433	11/14/2014	08:32	404 215 LN NE	Cancelled en route
432	11/13/2014	22:14	18915 Yalta ST NE	EMS Call
431	11/13/2014	01:07	24355 65 HWY	EMS Call
430	11/12/2014	20:25	24355 65 HWY NE	EMS Call
429	11/12/2014	12:35	455 195 AVE NE	EMS Call
428	11/12/2014	10:14	19923 Wild Rice DR NE	EMS Call
427	11/08/2014	20:12	4220 224 AVE NE	Passenger vehicle fire
426	11/07/2014	18:27	20631 Monroe ST NE	EMS Call
425	11/06/2014	20:33	1050 243 CIR NE	Good intent call, other
424	11/06/2014	19:02	24355 HWY 65 HWY NE	EMS Call
423	11/04/2014	20:00	2751 Viking BLVD	Assist Elections
422	11/04/2014	17:23	2751 Viking BLVD NE	Assist Elections
421	11/04/2014	09:16	1075 243 AVE NE	Cancelled en route
420	11/03/2014	14:07	22027 Luan DR NE	EMS Call
419	11/02/2014	16:11	22435 Palisade ST NE	Cooking fire, confined to container
418	11/02/2014	12:26	21845 Zumbrota ST NE	Grass fire
417	11/01/2014	23:20	3832 213 AVE	Smoke scare, odor of smoke
416	11/01/2014	10:48	3518 Viking BLVD NE	EMS Call with injury
<b>Total</b>				<b>43</b>



# City of East Bethel

Subject: Fire Inspector Report

November 1 – 30, 2014

## City of East Bethel Fire Inspection List

Name	Address	Comments
Steve's Heating	21345 Aberdeen St.	Fire Extinguishers
Quality woodworking	425 189 <sup>th</sup> Ave	NO VIOLATIONS
G & K Machining	18529 Hwy 65	NO VIOLATIONS
PEI	3158 Viking Blvd	NO VIOLATIONS
Preferred Tool	3140 Viking Blvd	NO VIOLATIONS
Top A Truck	22418 Hwy 65	NO VIOLATIONS
Hunters Inn	20454 Hwy 65	Non-compliant hood system in kitchen
		NOTE: First Inspections Unless Noted

00 Businesses Inspected

Reported by Mark Duchene  
Fire Inspectors



# City of East Bethel City Council Agenda Information

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**Date:**

December 17, 2014

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 F.2

\*\*\*\*\*

**Agenda Item:**

Anoka County Fire Protection Council JPA Update

\*\*\*\*\*

**Requested Action:**

Consideration of approval of a Joint Powers Agreement with the Anoka County Fire Protection Council for the purpose of financing the Public Safety Data Systems

\*\*\*\*\*

**Background Information:**

The issue of participating in a Joint Powers Agreement (JPA) with the Anoka County Fire Protection Council (ACFPC) was discussed at October 15, 2014 City Council Meeting. Fire Chief Mark DuCharme and City Attorney Mark Vierling briefed the Council on this matter and informed Council that the initial reason for this agreement was to serve as a financing arrangement to pay for the Public Safety Data System (PSDS). Under the terms of the agreement, the City of East Bethel would pay our share of the fees, based on the attached formula, to the ACFPC.

However, as the Council discussed at the October 15<sup>th</sup> meeting, the JPA has the potential to expand its scope including, but not limited to construction of facilities, bonding for financing, hiring staff and operating training academies. In order to operate any of these activities or commit to major expenses, the JPA Board would have to have 75% approval of the formula based voting schedule. The City of East Bethel would have the opportunity to opt out of the program with a notice that is provided a year in advance for termination of participation.

Currently the Anoka County Fire Protection Council promotes Fire Safety through the networking of the County Fire Departments, sample standards and procedures for Fire Departments, Fire Investigation via the FIT Team, Mutual Aid Agreements, Specialized Response teams (HazMat and Confined Space Rescue, the Anoka County Fire Academy, Minnesota Fire Hire (Firefighter Recruitment) and representation on the Joint Law Enforcement Council. These activities would transfer to the proposed JPA.

The proposed JPA would include all the Cities of Anoka County and Linwood Township. Mounds View and Champlin are included because they are protected by Anoka County Fire Agencies.

Attached is the final Agreement that Anoka County Cities are reviewing for approval. As of December 10, 2014, 12 Cities have approved the Joint Powers Agreement including; Hilltop, Oak Grove, Ham Lake, St. Francis, Ramsey, Nowthen, Andover, Champlin, Mounds View, Fridley, Circle Pines, Columbia Heights.

Mr. DuCharme and Mr. Vierling will brief Council on the City concerns relating to this matter.

**Attachments:**

Attachment 1- Proposed Joint Powers Agreement and ACFPC JPA Bylaws

Attachment 2- October 15, 2014 CC minutes

Attachment 3- PSDS Cost Summary

\*\*\*\*\*

**Fiscal Impact:**

2015 Dues of \$220.00

2015 PSDS fees of approximately \$575.00

Both Items have been budgeted within the 2015 Operating Budget of the Fire Department

\*\*\*\*\*

**Recommendation(s):**

Staff recommends approval of the Joint Powers Agreement.

This is a situation that if we chose not to participate we face paying premium charges for our participation in the PSDS and possible other extra charges that could be implemented in the future. As a matter of vigilance, reports of the activities the ACFPC should be provided to Council as part of the monthly Fire Department Report.

\*\*\*\*\*

**City Council Action**

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

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

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

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

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

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

**ANOKA COUNTY FIRE PROTECTION COUNCIL  
JOINT POWERS AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the following governmental entities: the Cities of Anoka, Champlin, Andover, Bethel, Centerville, Lino Lakes, Circle Pines, Coon Rapids, Columbia Heights, East Bethel, Fridley, Ham Lake, Hilltop, Lexington, Nowthen, Oak Grove, Ramsey, St. Francis, Spring Lake Park, Blaine, Mounds View, and the Township of Linwood; (hereinafter "Members").

**WHEREAS**, the Members have determined that it is mutually beneficial for them to join together to improve the efficiency and effectiveness of fire and emergency services to the public within the geographic service area of the Members. Specifically, Anoka County Fire Protection Council (hereinafter "ACFPC") will cooperatively address the Members' long term needs for fire-fighting and emergency equipment, fire records data systems, fire-fighter and EMS training, fire prevention, fire inspection, fire-related public education, and other fire- and emergency-related essentials; and

**WHEREAS**, the Members have previously participated in mutual aid agreements that were successful in encouraging cooperation among the group, but said mutual aid agreements did not provide sufficient legal authority for the group to meet upcoming needs and desires; and

**WHEREAS**, the creation of a joint powers agreement will meet the legal needs for the Members to accomplish the goals as set forth herein, including interaction with the Anoka County Joint Law Enforcement Council and other private and public entities; and

**WHEREAS**, each of the Members have considered the alternatives, and agree that creation of this Agreement is in the Member's best interest; and

**WHEREAS**, the Members enter into this Agreement pursuant to the authority set forth in Minn. Stat. § 471.59;

**NOW THEREFORE**, in consideration of the mutual promises and benefits that each Member shall derive from this Agreement, and other good and valuable consideration, the Members agree as follows:

## **ARTICLE I**

### **Definitions**

In the interpretation of this Agreement and the Bylaws, the following definitions shall have the meanings given to them.

- (1) “Aggregate Index” or “AI” means
  - a. The total number of Calls for Service experienced by all Members in the preceding five (5) calendar years, divided by five (5), plus
  - b. Assessed Market Value for all Members, divided by 1,000,000, plus
  - c. Population for all Members, divided by 100.
- (2) “Agreement” shall mean this Joint Powers Agreement between and among the Members as defined herein.
- (3) “Anoka County Fire Protection Council” or “ACFPC” is the name of the cooperative joint powers entity created by this Agreement.
- (4) “Assessed Market Value” or “AMV” means the statistic established and maintained by the County Assessor for all of the real property in a given municipality.
- (5) “Call for Service” means the dispatching of any fire department or emergency personnel in response to an incident.
- (6) “Director” means an individual who is also a member of the ACFPC Joint Powers Board (i.e., a Fire Chief or an Elected Official) who, with the other ACFPC Directors acting through the process of voting, has the responsibility for determining and implementing the business and affairs of ACFPC.
- (7) “Joint Powers Board” means the collective group of Directors that is legally responsible for governing the cooperative joint powers entity created by this Agreement. ACFPC’s Joint Powers Board is composed of (2) joint decision-making bodies: A.) Fire Chief Directors, who are responsible for the day-to-day operations and programmatic decisions of ACFPC that do not constitute “Major Financial Decisions;” and B.) Elected Official Directors, who are responsible for “Major Financial Decisions” of ACFPC. Together, the Joint Powers Board shall jointly exercise the powers and duties as stated in this Agreement as they deem is in the best interests of ACFPC.
- (8) “Major Financial Decisions” means an expenditure totaling fifty thousand dollars (\$50,000) or more, and shall require prior approval by the elected officials’ decision-making body.

(9) “Member(s)” shall mean the following government entities:

- City of Andover
- City of Anoka
- City of Bethel
- City of Blaine
- City of Centerville
- City of Champlin
- City of Circle Pines
- City of Columbia Heights
- City of Coon Rapids
- City of East Bethel
- City of Fridley
- City of Ham Lake
- City of Hilltop
- City of Lexington
- City of Lino Lakes
- City of Mounds View
- City of Nowthen
- City of Oak Grove
- City of Ramsey
- City of Spring Lake Park
- City of St. Francis
- Township of Linwood

(10) “Member Index” or “MI” means

- a. The total number of Calls for Service experienced by the Member in the preceding five (5) calendar years, divided by five (5), plus
- b. Assessed Market Value for the Member, divided by 1,000,000, plus
- c. Population for the Member, divided by 100.

(11) “Officer” means an individual who is also an ACFPC Director and a fire service professional, who is further entrusted with specific responsibilities and authority within ACFPC to perform the duties and functions of Chairman, Vice Chairman, Treasurer, and/or Secretary as set forth in the Bylaws.

(12) “Population” means the most recent population estimate for a given municipality as developed by the Twin Cities Area Metropolitan Council.

## **ARTICLE II**

### **Purpose**

The purpose of this Joint Powers Entity is to join together to improve the efficiency and effectiveness of fire and emergency services to the public within the geographic service area of the Members. Specifically, ACFPC will cooperatively address the Members' long term needs for fire-fighting and emergency equipment, fire records data systems, fire-fighter and EMS training, fire prevention, fire inspection, fire-related public education, and other fire- and emergency-related essentials.

## **ARTICLE III**

### **Effective Date & Term**

The effective date of this Agreement shall be \_\_\_\_\_, 2014, notwithstanding the dates of the signatures of the parties, and shall continue in full force and effect unless and until the Members agree to its termination, as set forth herein.

## **ARTICLE IV**

### **Powers & Duties**

The Joint Powers Entity created by this Agreement shall have all the powers and duties assigned by law, including the following:

(1) Powers:

- a. The Members hereby delegate to ACFPC all authority necessary and reasonable to accomplish the purposes of this Agreement, including, but not limited to, the ability to obtain grant monies, finance, develop, design, construct, equip, own, staff, and operate any Member-approved programs in accordance with the terms of this Agreement.
- b. ACFPC may take and hold, by bequest, devise, gift, grant, purchase, lease or otherwise, any property, real, personal or mixed or any undivided interest therein, without limitation to amount or value; to convey, sell, or otherwise dispose of such property; and to invest, reinvest, and deal with the same in such a manner as in the judgment of the Members, will best promote the purposes of ACFPC.
- c. ACFPC may employ such staff as is necessary to carry out the purpose of this

Agreement, subject to the financial limitations imposed by law and this agreement.

- d. ACFPC may contract with individuals and/or other legal entities (corporations, LLCs, partnerships, etc.) to best promote the purposes of the Agreement.
  - e. ACFPC may issue bonds or obligations, and may use the proceeds of the bonds or obligations to carry out the purposes of this Agreement.
  - f. In addition to the powers specified above, ACFPC shall have all powers that may be necessary to enable it to perform and carry out its duties and responsibilities under this Agreement.
- (2) Service to the community shall be unrestricted based on considerations of disability, national origin, race, color, creed, gender, age, religion, marital status, sexual orientation, and status with regard to public assistance.

(3) Duties:

- a. ACFPC shall operate in accordance with Minnesota open meetings laws and government data practices pursuant to Minn. Stat. Chapters 13 and 13D.
- b. ACFPC shall operate in accordance with Minnesota joint powers board laws pursuant to Minn. Stat. § 471.59.
- c. ACFPC shall operate in accordance with all other relevant laws, rules, and internal documents, including its Bylaws. In the event ACFPC's Bylaws conflict with this Agreement, this Agreement shall control.

## **ARTICLE V**

### **Composition & Operations**

**5.1 Composition.** The ACFPC Joint Powers Board shall have the following composition of two (2) joint decision-making bodies:

- (1) Fire Chief Directors – For day-to-day operations and programmatic decisions of ACFPC that do not constitute “Major Financial Decisions”:
  - a. Each City/Township Member shall be represented by its Fire Chief, or the Fire Chief's designee in the Fire Chief's absence.
  - b. One (1) vote per fire department shall be counted when voting. Moreover, votes shall be weighted pursuant to the cost-share model, and seventy-five percent

(75%) of the cumulative weight of all the Members is required for passage of all items.

- c. The Fire Chiefs shall meet at least quarterly to assure proper governance and adequate programming.

(2) Elected Official Directors – For “Major Financial Decisions” of ACFPC:

- a. Each City/Township Member shall be represented by one (1) of its elected officials, or the official’s alternate in the official’s absence.
- b. One (1) vote per City/Township Member shall be counted when voting. Moreover, votes shall be weighted pursuant to the cost-share model, and seventy-five percent (75%) of the cumulative weight of all the Members is required for passage of all items.
- c. The elected officials shall meet at least annually, to approve the ACFPC budget and ensure proper fiscal accountability. Additional periodic meetings may be necessary as required.

**5.2 Operations.** ACFPC shall have operating and governance procedures as set forth in its Bylaws.

## **ARTICLE VI**

### **Member Expense Allocations & Fees**

**6.1 Calculation.** A Member’s percentage share of the annual expenses of the ACFPC will be equal to the Member Index divided by the Aggregate Index.

**6.2 Cost-share Model.** For the calendar year beginning in the year 2015, the Member percentages shall be based on data from calendar year 2013, as displayed on the cost-share model attached as *Exhibit B*. *Exhibit B* will also serve as an example of the computation methodology. The data for subsequent calendar years shall be assembled by the ACFPC’s Executive Committee for use in annually updating Member expense allocations.

**6.3 Annual Fee.** Each Member shall pay an annual fee as well as pay its percentage share of ACFPC’s annual expenses. The Joint Powers Board shall determine the annual fee and all other fees and/or assessments owed by Members, and these fees may be changed from time to time. The Joint Powers Board shall publish the annual fees on a regular basis to all Members and prospective Members. “Good standing” and continued voting privileges are contingent upon being current on payment of fees and/or assessments. Failure to pay a fee or assessment shall subject Members to loss of voting rights and/or termination unless special arrangements are made with ACFPC.

## **ARTICLE VII**

### **Withdrawal and Termination**

#### **7.1 Withdrawal.**

A Member may withdraw from ACFPC effective January 1 of any year, subsequent to the Effective Date, by providing a minimum of one (1) year's written notice to the Chair of ACFPC. In the event of withdrawal by any Member, this Agreement shall remain in full force and effect as to all remaining Members and the cost-share model attached as *Exhibit B* shall be amended.

#### **7.2 Termination of the Agreement.**

This Agreement shall terminate upon the occurrence of any one of the following events:

- (1) When any Member withdraws pursuant to this Article, so that in the judgment of the remaining Members, as evidenced by a vote of both the Fire Chief Directors and the Elected Official Directors, it becomes impractical or impossible to continue.
- (2) When necessitated by operation of law, or as a result of a decision by a court of competent jurisdiction;
- (3) When the Members agree, by resolution of both the Fire Chief Directors and the Elected Official Directors, to terminate the Agreement;

#### **7.3 Expulsion of a Member.**

If a Member fails to perform any material obligation as required by this Agreement, the Bylaws, or applicable law, then ACFPC may, upon sixty (60) days' written notice and continued nonperformance, expel such non-performing Member.

#### **7.4 Effect of Termination or Withdrawal.**

Termination, withdrawal, or expulsion shall not discharge any liability incurred by any of the Members prior to the date of termination, withdrawal, or expulsion. Termination, withdrawal, or expulsion of a Member shall not act to discharge any liability incurred or chargeable to said Member prior to the date of said Member's termination, withdrawal, or expulsion. Liability shall continue until appropriately discharged by law or mutual agreement. If a Member withdraws or is expelled, its contributions of real property, personal property, and/or liquid assets shall be forfeited to ACFPC for its continued use.

#### **7.5 Distribution of Assets upon Termination.**

Upon termination of this Agreement, any and all real and personal assets shall be sold, and, after payment of all liabilities, surplus monies returned to the Members in proportion to their contributions, to be used for public purposes.

**ARTICLE VIII**  
**Amendment**

This Agreement may be amended when the Members agree, by resolution of both the Fire Chief Directors and the Elected Official Directors. Notice of any proposed amendment shall be provided to all participating Members at least thirty (30) days prior to the effective date of the proposed amendment.

**ARTICLE IX**  
**Liability and Insurance**

**9.1 Insurance.**

ACFPC is a separate and distinct public entity. As such, ACFPC shall purchase and maintain adequate insurance to protect the entity and its participant Members against risk of loss for the following, which includes, but is not limited to:

- (1) Damage to any ACFPC property, personal and/or real, as well as any improvements located thereon against claims that may arise during the construction, operation, use, or maintenance of any ACFPC property;
- (2) Against claims which may arise from the regular activities of ACFPC as contemplated by the purposes of this Agreement;
- (3) Against unemployment and workers compensation, if ACFPC hires employees;
- (4) Against claims which may arise based on the good-faith actions of the Joint Powers Board and its Officers;
- (5) Against any other risk of loss that, in the judgment of the Members, will best promote the purposes of ACFPC.

**9.2 Liability.**

Each Member shall be responsible for its own acts and those of its elected officials, employees, agents, independent contractors and the results thereof, and shall not be responsible for the acts of any other Member, its elected officials, employees, agents, or independent contractors and the results thereof, except as otherwise provided in this Agreement. Claims, liabilities, obligations, losses, expenses (including insurance premiums as well as reasonable attorney and other professional fees), judgments and costs paid or incurred by ACFPC (which arise out of its performance or failure to perform its duties under this Agreement), to the extent not covered by insurance proceeds or a self-insurance risk pool, shall be included in the annual operating budget for the next calendar year. Amounts included in the

annual operating budget under this section shall be pro-rated so that the total costs passed through to the Members do not exceed ten percent (10%) of the annual operating budget.

### **9.3 Indemnification.**

ACFPC shall defend and indemnify its own officers, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees, arising out of their good-faith actions carrying out the terms of this Agreement. Moreover, ACFPC shall defend and indemnify its participating Members and their officers, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees, arising out of their good-faith actions carrying out the terms of this Agreement.

All requests for indemnification by ACFPC shall be presented to the Joint Powers Board, and the Members shall determine whether the request should be granted or denied based on all of the relevant facts and circumstances as well as what best will promote the purposes of ACFPC. Nothing contained herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Nothing contained herein shall be deemed a waiver by any Member of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought against any Member shall be subject the maximum liability limits provided in Minnesota Statutes, Section 466.04.

To the fullest extent permitted by law, action by the Members to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Members that they shall be deemed a “single governmental unit” for purposes of liability as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a), provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party. Members are not liable for the acts or omissions of another Member except to the extent that they have agreed in writing to be responsible for the acts or omissions of the other Members.

Any excess or uninsured liability shall be borne equally by all Members, but this does not include the liability of any individual officer, employee, or volunteer, which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

## **ARTICLE X Property**

A list of equipment and/or personal property as set forth in *Exhibit C* is currently owned by ACFPC. Any equipment and/or personal property contributed by a Member after the Effective Date shall be set forth in a separate writing and shall be attached hereto as *Exhibit D*.

Upon termination of this Agreement, ACFPC shall follow the distribution provision in Article 6.5 of this Agreement.

## **ARTICLE XI General Provisions**

### **11.1 Entire Agreement.**

This Agreement contains the entire agreement of the Members and shall supersede all oral and written agreements as well as negotiations by the Members relating to the subject matter of this Agreement.

### **11.2 Severability.**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such provision shall be void and shall not affect the remaining portions of this Agreement.

### **11.3 Notice.**

All notices and communications required pursuant to this Agreement shall be either hand delivered or mailed by U.S. Mail, to the following addresses:

City of Andover	Fire Chief 1685 Crosstown Blvd NW Andover, Minnesota 55304 763-755-9825
City of Anoka	Fire Chief 2015 First Avenue North Anoka, Minnesota 55303 763-576-2860
City of Bethel	Fire Chief 165 Main Street NW Bethel, Minnesota 55005 763-434-4366
City of Blaine	Fire Chief 10801 Town Square Drive NE, Blaine, Minnesota 55449 763-786-4436

City of Centerville	Fire Chief 2085 West Cedar Street Centerville, MN 55038 651-792-7901
City of Champlin	Fire Chief 11955 Champlin Drive Champlin, Minnesota 55316 763-576-2860
City of Circle Pines	Fire Chief 200 Civic Heights Circle Circle Pines, MN 55014 651-792-7901
City of Columbia Heights	Fire Chief 590—40th Avenue NE Columbia Heights, Minnesota 55421 763-706-8152
City of Coon Rapids	Fire Chief 11155 Robinson Drive NW Coon Rapids, Minnesota 763-767-6471
City of East Bethel	Fire Chief 2241—221st Avenue NE East Bethel, Minnesota 55011 763-367-7886
City of Fridley	Fire Chief 6431 University Avenue NE Fridley, Minnesota 55432 763-572-3610
City of Ham Lake	Fire Chief 15544 Central Avenue NE Ham Lake, Minnesota 55304 763-434-9555
City of Hilltop	Fire Chief 4555 Jackson Street NE Minneapolis, MN 55421 763-706-8152

City of Lexington	Fire Chief 9180 Lexington Avenue NE Lexington, Minnesota 55014 763-784-2792
City of Lino Lakes	Fire Chief 600 Town Center Parkway Lino Lakes, MN 55014 651-792-7901
City of Mounds View	Fire Chief 2401 Highway 10 Mounds View, MN 55112 763-786-4436
City of Nowthen	Fire Chief 8188 199th Ave NW Nowthen, MN 55330 763-433-9886
City of Oak Grove	Fire Chief 19900 Nightingale Street NW Oak Grove, MN 55011 763-404-7000
City of Ramsey	Fire Chief 7550 Sunwood Drive NW Ramsey, Minnesota 55303 763-433-9886
City of Spring Lake Park	Fire Chief 1301 81st Avenue NE Spring Lake Park, Minnesota 55432 763-786-4436
City of St. Francis	Fire Chief 23340 Cree Street NW St. Francis, Minnesota 55070 763-441-4452
Township of Linwood	Fire Chief 22817 Typo Creek Drive NE Stacy, Minnesota 55079 651-462-0502

The addressees listed in this section shall be the registered address of the Members for purposes of sending and receiving notices and communications required pursuant to this Agreement. Any Member may change its registered address and/or authorized representative by written notice delivered to the ACFPA Secretary and all other Members. Mailed notice shall be deemed complete two (2) business days after the date of mailing.

#### **11.4 Members Form a Governing Joint Powers Board.**

For the purposes of the Agreement, the Members shall collectively form a Joint Powers Board, which shall govern the entity. The Members shall not be deemed to be independent contractors nor employees of ACFPC; rather, Members shall be deemed to be governing participants. Any and all agents, servants, employees, or independent contractors of a Member remains an employee or independent contractor of the Member, and shall not be considered an employee or independent contractor of any other Member for any purpose. This paragraph shall not prohibit an employee or independent contractor of any Member from contracting with ACFPC to provide services outside their normal engagements.

#### **11.5 Damages.**

In the event of a Member's failure to perform obligations under this Agreement, that Member shall be liable to the other parties for any and all damages reasonably sustained by the other Member as a result of such failure. ACFPC shall attempt to first mediate all internal disputes and Members are strongly encouraged to engage in binding arbitration instead of litigation.

#### **11.6 Remedies Cumulative.**

All remedies provided for herein or otherwise available at law or equity shall be cumulative. The election of one remedy shall not bar other remedies available to the Member.

#### **11.7 Waiver of Default.**

The waiver of any default by any Member, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. The making or acceptance of a payment by any Member with knowledge of the existence of a default shall not operate or be construed to operate as a waiver of any subsequent default.

#### **11.8 Subcontracts, Assignment.**

A Member may not subcontract, assign, or otherwise transfer its rights or obligations under this Agreement to any other entity – public or private.

**11.9 Successors.** Each Member binds itself and its successors, legal representatives, and assigns to the other Members and to the partners, successors, legal representatives, and assigns of such other Members, in respect to all rights and obligations under this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

**CITY OF ANOKA**

By: \_\_\_\_\_  
Phil Rice, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Tim Cruikshank, City Manager

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Scott Baumgartner, City Attorney

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

**CITY OF CHAMPLIN**

By: ArMand Nelson  
ArMand Nelson, Mayor

Dated: 12-8-14

ATTEST:

By: Bret Heitkamp  
Bret Heitkamp, City Administrator

Dated: 12-8-14

Approved as to Form and Execution:

By: Scott Lepak  
Scott Lepak, City Attorney

Dated: Dec 8, 2014

**CITY OF ANDOVER**

By: Mike Gamache  
Mike Gamache, Mayor

Dated: 12/2/14

ATTEST:

By: Jim Dickinson  
Jim Dickinson, City Administrator

Dated: 12/2/14

Approved as to Form and Execution:

By: Scott Baumgartner  
Scott Baumgartner, City Attorney

Dated: 12/2/14

**CITY OF BETHEL**

By: \_\_\_\_\_  
Todd Miller, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Ginger Berg, City Clerk

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
William Goodrich, City Attorney

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

**CITY OF BLAINE**

By: \_\_\_\_\_  
Tom Ryan, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Clark Arneson, City Manager

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Patrick Sweeney, City Attorney

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

**CITY OF CENTERVILLE**

By: \_\_\_\_\_  
Thomas Wilharber, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Dallas Larson, City Administrator

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Kurt Glaser, City Attorney

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

**CITY OF COLUMBIA HEIGHTS**

By: \_\_\_\_\_  
Gary Peterson, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Walt Fehst, City Manager

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Scott Lepak, City Attorney

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

**CITY OF CIRCLE PINES**

By: \_\_\_\_\_  
David Bartholomay, Mayor

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

ATTEST:

By: \_\_\_\_\_  
James Keinath, City Administrator

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Kim Kozar, City Attorney

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

**CITY OF COON RAPIDS**

By: \_\_\_\_\_  
Tim Howe, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Steve Gatlin, City Manager

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
David Brodie, City Attorney

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

**CITY OF FRIDLEY**

By: \_\_\_\_\_  
Scott Lund, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Wally Wysopal, City Manager

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Darcy Erickson, City Attorney

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

**CITY OF EAST BETHEL**

By: \_\_\_\_\_  
Richard Lawrence, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Jack Davis, City Administrator

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Mark Vierling, City Attorney

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

**CITY OF HAM LAKE**

By: \_\_\_\_\_  
Mike Van Kirk, Mayor

Dated: 12/1/14

ATTEST:

By: \_\_\_\_\_  
Doris Nivala, City Administrator

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Wilbur Dorn, City Attorney

Dated: 12-1-2014

**CITY OF HILLTOP**

By: Jerry Murphy  
Jerry Murphy, Mayor

Dated: 12-01-14

ATTEST:

By: Ruth J. Nelson  
Ruth J. Nelson, City Clerk

Dated: 12-01-14

Approved as to Form and Execution:

By: Carl J. Newquist  
Carl J. Newquist, City Attorney

Dated: 12-01-14

**CITY OF LINO LAKES**

By: \_\_\_\_\_  
Jeff Reinert, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Jeff Karlson, City Administrator

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Joseph Langel, City Attorney

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

**CITY OF LEXINGTON**

By: \_\_\_\_\_  
Michael Pitchford, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Bill Petracek, City Administrator

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Kurt Glaser, City Attorney

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

**TOWNSHIP OF LINWOOD**

By: \_\_\_\_\_  
Phillip Osterhus, Chair, Board  
of Supervisors

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

ATTEST:

By: \_\_\_\_\_  
Judy Hanna, Town Clerk

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Michael Haag, City Attorney

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

**CITY OF MOUNDS VIEW**

By: Joe Flaherty  
Joe Flaherty, Mayor

Dated: 12/08/14

ATTEST:

By: James Ericson  
James Ericson, City Administrator

Dated: 12/8/14

Approved as to Form and Execution:

By: Robert Vose  
~~Robert Vose, City Attorney~~  
Scott J. Riggs

Dated: 12/8/14

**CITY OF OAK GROVE**

By: \_\_\_\_\_  
Mark Korin, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Rick Juba, City Administrator

Approved as to Form and Execution:

By: \_\_\_\_\_  
Robert Vose, City Attorney

**CITY OF NOWTHEN**

By: \_\_\_\_\_  
William Schulz, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Corrie LaDoucer, City Clerk

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Robert Ruppe, City Attorney

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

**CITY OF RAMSEY**

By: \_\_\_\_\_  
Sarah Strommen, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Kurt Ulrich, City Administrator

Approved as to Form and Execution:

By: \_\_\_\_\_  
Joseph Langel, City Attorney

**CITY OF SPRING LAKE PARK**

By: \_\_\_\_\_  
Cindy Hansen, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Daniel Buchholtz, City Administrator

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

Approved as to Form and Execution:

By: \_\_\_\_\_  
Jeffrey Carson, City Attorney

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

**CITY OF ST. FRANCIS**

By: \_\_\_\_\_  
Jerry Tveit, Mayor

Dated: 12-1-2014

ATTEST:

By: \_\_\_\_\_  
Matthew Hylen, City Administrator (ACTING)  
PAUL TEICHER

Dated: 12-1-2014

Approved as to Form and Execution

By: \_\_\_\_\_  
Scott Lepak, City Attorney

Dated: Dec. 1, 2014

**EXHIBIT A - BYLAWS**

# Bylaws of Anoka County Fire Protection Council

## Article I – Name

Section 1.     Name. The name of the joint powers entity shall be Anoka County Fire Protection Council (hereinafter “ACFPC”).

## Article II – Location

Section 1.     Registered Office. The registered office of ACFPC is Spring Lake Park Fire Dept., Inc., 1710 County Hwy 10, Spring Lake Park, MN 55432. The corporate records shall be stored at ACFPC’s registered office.

Section 2.     Mailing Address. ACFPC’s mailing address is Spring Lake Park Fire Dept., Inc., 1710 County Hwy 10, Spring Lake Park, MN 55432.

Section 3.     Other Offices. ACFPC may maintain other offices and places of business as the Board may from time to time designate or the business of the ACFPC may require.

## Article III – Purpose

Section 1.     Purpose. The purpose of this Joint Powers Entity is to join together to improve the efficiency and effectiveness of fire and emergency services to the public within the geographic service area of the Members. Specifically, ACFPC will cooperatively address the Members’ long term needs for fire-fighting and emergency equipment, fire records data systems, fire-fighter and EMS training, fire prevention, fire inspection, fire-related public education, and other fire- and emergency-related essentials.

Section 2.     Mission. ACFPC shall strive to:

- A. Improve safety conditions for ACFPC Members’ firefighters;
- B. Promote fire safety through education, inspections, investigations, and general protection of its Members’ citizens;
- C. Exchange ideas among ACFPC Members in areas related to all aspects of fire and emergency services;
- D. Enhance overall communications between and among ACFPC Members;

*Exhibit A*

- E. Strive to provide to the Members' communities the best overall fire and emergency services that can be jointly made available;
- F. Serve in an advisory capacity to the Members on matters related to fire and emergency services;
- G. Serve as an appropriate representative of firefighting and emergency services within Anoka County;
- H. Coordinate efforts for the mutual exchange of equipment and services among ACFPC Members;
- I. Provide appropriate training through the Anoka County Training Academy for ACFPC Members' firefighters;
- J. Participate in the creation and on-going management of the Records Management and Computer Aided Dispatch Systems for ACFPC Members;
- K. Establish and maintain cooperative relationships with Joint Law Enforcement Council and other government agencies; and
- L. Enter into contracts, agreements, and transactions for the benefit of all ACFPC Members.

**Article IV – Membership**

Section 1. Membership. Membership shall consist of the participating Members of the Joint Powers Agreement, as defined in said Agreement.

**Article V – Joint Powers Board**

Section 1. Number and Qualifications. The ACFPC Joint Powers Board shall have the following composition of two (2) joint decision-making bodies:

- A. Fire Chief Directors – For day-to-day operations and programmatic decisions of ACFPC that do not constitute “Major Financial Decisions”:
  - 1. Each City/Township Member shall be represented by its Fire Chief, or the Fire Chief's designee in the Fire Chief's absence.
  - 2. One (1) vote per fire department shall be counted when voting. Moreover, votes shall be weighted pursuant to the cost-share model, and seventy-five percent (75%) of the cumulative weight of all the Members is required for passage of all items.
  - 3. The Fire Chiefs shall meet at least quarterly to assure proper governance and adequate programming.

*Exhibit A*

- B. Elected Official Directors – For “Major Financial Decisions” of ACFPC:
1. Each City/Township Member shall be represented by one (1) of its elected officials, or the official’s alternate in the official’s absence.
  2. One (1) vote per City/Township Member shall be counted when voting. Moreover, votes shall be weighted pursuant to the cost-share model, and seventy-five percent (75%) of the cumulative weight of all the Members is required for passage of all items.
  3. The elected officials shall meet at least annually, to approve the ACFPC budget and ensure proper fiscal accountability. Additional periodic meetings may be necessary as required.

Section 2. Governing Powers. Pursuant to the Joint Powers Agreement and Minn. Stat. § 471.59, the Joint Powers Board shall have all the duties and powers necessary and appropriate for the overall direction of ACFPC, including but not limited to:

- A. To perform any and all duties imposed upon them collectively or individually by law, by the Joint Powers Agreement, the Bylaws, and/or the Policies & Procedures;
- B. To appoint and remove, employ and discharge, and, except otherwise provided in these Bylaws, prescribe the duties and fix compensation, if any, of all Officers, agents, employees, independent contractors, and/or committees of ACFPC; to prescribe powers and duties for them; and to fix their compensation;
- C. To manage and oversee the affairs and activities of ACFPC, and to make policies and procedures;
- D. To enter into contracts, leases, and other agreements which are, in the judgment of the Joint Powers Board, necessary or desirable in obtaining the purposes of promoting the interests of ACFPC;
- E. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of such property;
- F. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;
- G. To indemnify and maintain insurance on behalf of any of ACFPC, its Directors, Officers, agents, employees, or independent contractors, for liability asserted against the entity or incurred by such person in such capacity or arising out of such person’s status as such, subject to the provisions of Minn. Stat. § 471.59 or other law/equity; and

*Exhibit A*

H. To follow these Bylaws, including meeting regularly.

The Joint Powers Board may engage in such acts that are in the best interests of ACFPC and that are not in violation of Minnesota Statutes or Federal law. No Director shall have any right, title, or interest in or to any property of ACFPC.

Section 3. Terms. Because both decision-making bodies composing the Joint Powers Board serve *ex officio*, there are no terms.

Section 4. Election Procedures. Because both decision-making bodies composing the Joint Powers Board serve *ex officio*, there are no election procedures.

Section 5. Resignation, Termination, Leaves, and Absences.

- A. A Director may resign or request a leave of absence at any time by giving written notice to the Secretary of ACFPC. The resignation or request for leave of absence is effective immediately without acceptance, unless a later effective time is specified in the notice. If a resignation is effective at a later date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. At no time shall any participating Member go unrepresented or have fewer than one (1) representative amongst the Fire Chief Directors as well as one (1) representative amongst the Elected Official Directors.
- B. A Director on leave shall be considered an inactive member of the Joint Powers Board. At no time shall any participating Member go unrepresented or have fewer than one (1) representative amongst the Fire Chief Directors as well as one (1) representative amongst the Elected Official Directors.
- C. Any Director may be removed for just cause, including excess unexcused absences, by an affirmative vote of the remaining Directors within the specific Director group (i.e., Fire Chiefs or Elected Officials). At no time shall any participating Member go unrepresented or have fewer than one (1) representative amongst the Fire Chief Directors as well as one (1) representative amongst the Elected Official Directors.
- D. The matter of removal may be acted upon at any meeting of the Board, provided that notice of the intention to consider a Director's removal has been given to each Director and to the Director affected at least thirty (30) days in advance of the meeting. A successive Director may then be elected to fill the vacancy thus created. Any Director whose removal will be proposed shall be given at least thirty (30) days notice of the intent to take such action and an opportunity to be heard at this meeting.

*Exhibit A*

Section 6. Vacancies. If a Member's representative is removed or resigns, the City/Township he/she represents must nominate another qualifying representative to serve on ACFPC's Board. At no time shall any participating Member go unrepresented or have fewer than one (1) representative amongst the Fire Chief Directors as well as one (1) representative amongst the Elected Official Directors.

Section 7. Compensation. No compensation shall be paid to Directors of ACFPC for their services, time, and efforts. Directors, however, may be reimbursed for necessary and reasonable actual expenses incurred in the performance of their duties.

Section 8. Open Meetings and Government Data. Pursuant to Minn. Stat. Chapters 13 and 13D, all meetings, including executive sessions, must be open to the public when required or permitted by law to transact public business in a meeting, and records of those meetings must be recorded and made available to the public upon reasonable request. The minutes of meetings shall record all votes taken at the meeting, including the vote of each Board Member on appropriations of money, except for payments of judgments and amounts fixed by statute. Government data must also be made available to the public upon reasonable request. The Board may close a meeting only under circumstances allowed or required by the Minnesota Open Meeting Law.

Section 9. Public Comment at Meetings. A minimum of fifteen (15) minutes shall be reserved at each Board of Director meeting for comments and requests for business to be brought before the Board by employees, volunteers, and/or interested community members. The Chair of the Board may reasonably limit individual speaking times.

Section 10. Annual Meetings. An annual meeting shall take place in the month of January, the specific date, time, and location of which will be designated by the Chair of the Board. If the Chair fails to select a place for the annual meeting, it shall be held at ACFPC's registered office. The annual meeting shall be held for the purpose of electing the Officers of ACFPC, as well as the consideration of any other business that may be properly brought before the Board. This shall include, but not be limited to, Board reports regarding ACFPC activities and financial position; authorization of the annual information return for submission; approval of policy/procedures, Joint Powers Agreement and/or Bylaws changes; and input toward the direction of the ACFPC for the coming year.

Section 11. Regular Meetings. Regular meetings of the Joint Powers Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. If the Board fails to select a place for a regular Board meeting, it shall be held at ACFPC's registered office. The agenda shall be:

- Call to Order
- Roll Call

*Exhibit A*

- Reading and Approval of Minutes of the preceding meeting
- Approval of Agenda of current meeting
- Reports of Officers
- Reports of Committees
- Old and Unfinished Business
- New Business
- Adjournment

Section 12. Special Meetings. The Secretary of ACFPC shall call a special meeting upon the written request of any Director. If the Board fails to select a place for the special Board meeting, it shall be held at ACFPC's registered office.

Section 13. Notice. Written notice, including the date, time, and place of the meeting, shall be provided to each Director at least five (5) calendar days in advance of any meeting. Notice shall not be provided more than sixty (60) calendar days in advance of any meeting. This notice shall be given personally, by mail, e-mail, telephone, or facsimile. The attendance at, or participation of a Director in, any meeting requiring written notice shall constitute a waiver of notice of such meeting, except where the Director attends or participates for the express purpose of objecting to the transaction of business because the meeting was not lawfully called or convened.

Section 14. Quorum. At all meetings, fifty-one percent (51%) or greater of active Directors shall constitute a quorum for the transaction of all authorized business. If fifty-one percent (51%) or greater of active Directors are not present, no voting can occur; only an informal meeting may commence.

Section 15. Voting. During Board meetings, votes shall be weighted pursuant to the cost-share model, and seventy-five percent (75%) of the cumulative weight of all the Members is required for passage of all items.

Section 16. Proxies. Voting by proxy shall NOT be permitted.

Section 17. Meeting Procedures. Robert's Rules of Order shall be the authority for all questions regarding Board meeting procedures.

Section 18. Meeting Decorum. ACFPC shall follow best and lawful practices for conducting business at Board meetings. The Joint Powers Board shall exemplify, communicate, and enforce the expectation that meetings be conducted in an orderly and respectful manner. The Joint Powers Board reserves the right to excuse any Director, Officer, member, guest, member of the media, or audience participant exhibiting conduct that is disrespectful or disruptive to meeting proceedings. Per Robert's Rules of Order Newly Revised, the Chair has the sole responsibility to require order in a meeting. To that end, the Chair has the authority to call a

*Exhibit A*

Director, Officer, or member to order, and exclude non-members. If necessary to maintain an orderly meeting, the Chair has the authority to remove a participant from the meeting.

Section 19. Written Action. Any action required or permitted to be taken at a Board of Director's meeting may be taken by written action signed, or consented to by authenticated electronic communication, by the number of Directors that would be required to take the same action at a meeting of the Board at which all Directors were present.

**Article VI – Officers**

Section 1. Designation. Principal Officers of ACFPC shall be: Chair, Vice Chair, Treasurer, and Secretary. At the discretion of the Joint Powers Board, other Officers may be elected with duties that the Board shall prescribe.

Section 2. Election of Officers. Officers shall also be Directors of ACFPC as well as fire service professionals, and must be elected at the annual meeting. Officers are elected by the Joint Powers Board. Unless sooner removed by the Board, Officers shall serve for a term of two (2) years, or until their successors are elected. A vacancy in any office may be filled by a majority vote of the Joint Powers Board for the unexpired portion of the term. The Joint Powers Board shall also have the authority to appoint such temporary acting Officers as may be necessary during the temporary absence or disability of the regular Officers.

Section 3. Terms. All Officers shall serve a two (2)-year term. An Officer may serve an unlimited number of terms.

Section 4. Resignation. An Officer may resign by giving written notice to ACFPC. The resignation is effective without acceptance when the notice is given to the Board, unless a later effective date is named in the notice.

Section 5. Removal. Any Officer may be removed from his/her position for just cause by an affirmative vote of either the Fire Chief Directors or the Elected Official Directors. The matter of removal may be acted upon at any meeting of the Board, provided that notice of the intention to consider an Officer's removal has been given to each Member and to the Officer affected at least thirty (30) days in advance of the meeting.

Section 6. Compensation. Officers of ACFPC may, but need not, receive reasonable compensation for their services, time, and efforts. The amount and frequency of payments shall be reasonable, determined from time to time by the Joint Powers Board in accordance with the Conflicts of Interest Policy, and be legally compliant with all state and federal employment, nonprofit, and other applicable laws. In addition, Officers may be reimbursed for necessary and reasonable actual expenses incurred in the performance of their duties.

*Exhibit A*

Section 7.     Chair.

- The Chair shall be the principal Officer of ACFPC.
- Subject to the direction and control of the Board, the Chair shall have general active management of the business of ACFPC. When present, the Chair shall preside at meetings of the Board and of Committees.
- The Chair shall see that the orders and resolutions of the Board are carried into effect, and, along with one other Officer of ACFPC, shall sign and deliver in the name of ACFPC deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of ACFPC, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Joint Powers Agreement or by the Board to another Officer or the Executive Director(s).
- The Chair may appoint all committees, standing and temporary. The Chair shall be a voting ex-officio member of all committees.
- The Chair shall certify the proceedings of the Board, and shall cast the deciding vote when the Joint Powers Board is equally divided.
- In general, the Chair shall discharge all duties incident to the Office of Chair and prescribed by the Board, and shall have such powers as may be reasonably construed as belonging to the Chief Executive of any organization.

Section 8.     Vice Chair.

- The Vice Chair shall act in the absence or disability of the Chair.
- The Vice Chair shall assist the Chair as requested.
- The Vice Chair shall compile and maintain a book of policies and procedures in collaboration with the organization's legal counsel.
- The Vice Chair shall perform other duties as prescribed by the Board or by the Chair.

Section 9.     Secretary.

- The Secretary shall keep, or cause to be kept, all non-financial business records and paraphernalia of ACFPC. The Secretary shall be responsible for maintaining all books, correspondence, committee minutes, Membership lists, paraphernalia, and papers relating to the business of ACFPC, except those of the Treasurer. The records and paraphernalia shall be maintained at ACFPC's registered office.
- The Secretary shall keep, or cause to be kept, true and accurate minutes of all meetings of the Joint Powers Board and of the Executive Committee. Said minutes shall be kept within the Anoka County Records Management System and a timely copy of all such minutes shall be provided to each ACFPC Member.
- The Secretary shall give, or cause to be given, all notices of Joint Powers Board meetings and other notices required by law or these Bylaws.

*Exhibit A*

- The Secretary shall file any document required by any statute, federal or state, in collaboration with the organization's legal counsel.
- The Secretary shall maintain the office and purchase office supplies.
- The Secretary shall perform other duties as prescribed by the Board or by the Chair.

Section 10. Treasurer.

- The Treasurer shall have care and custody of monies belonging to ACFPC and shall be responsible for such monies or securities of the organization. The Treasurer shall be responsible to keep accurate financial records for ACFPC.
- The Treasurer shall be keep, or cause to be kept, all financial records belonging to ACFPC. The records shall be maintained at ACFPC's registered office.
- The Treasurer shall deposit (or cause to deposit) money, drafts, and checks in the name of and to the credit of ACFPC in the banks and depositories designated by the Board; endorse for deposit notes, checks, and drafts received by the ACFPC as ordered by the Board; make proper vouchers for deposit; and disburse (or cause to disburse) ACFPC's funds and issue checks and drafts in the name of ACFPC, as ordered by the Board.
- With the assistance of appropriate professionals: The Treasurer shall prepare a proposed annual budget as well as present the budget and a report of the financial condition of the ACFPC to the Joint Powers Board at the annual meeting, and will, from time to time, make such other financial reports to the Joint Powers Board as it may require. The Treasurer shall also prepare (or cause to prepare) the annual tax filing (if appropriate), annual audit (if appropriate), and other annual financial reports.
- The Treasurer shall serve as the Finance Committee Chair.
- The Treasurer shall perform other duties as prescribed by the Board or by the Chair.

Section 11. Any Officer of ACFPC, in addition to the duties and powers conferred upon him or her by these Bylaws, shall have such additional duties and powers as may be prescribed from time to time by the Joint Powers Board.

**Articles VII – Committees**

Section 1. Authority. The Joint Powers Board may act by and through such committees as may be specified in resolutions adopted by a majority of the Joint Powers Board. Each committee shall have such duties and responsibilities as are granted to it from time to time by the Joint Powers Board, and shall at all times be subject to the control and direction of the Joint Powers Board. Committee members, other than the Committee Chair, need not be Directors. Examples of committees that may be formed by the Board are:

## *Exhibit A*

- Standard Operating Procedures Committees:
  - Radio/Dispatch
  - Background Checks
  - Technical Rescue Tactics
  - Fire Investigations
  - General SOP
- Fire Intervention/Community Education Program
- Firefighter Excellence
- Technological Advancements
- Legal and Governance Committee

Section 2. Executive Committee. The Joint Powers Board, by resolution adopted by a majority of the Board, may establish an Executive Committee to consist of at least the Officers. The Chair of the Board will be the Chair of the Executive Committee. The designation of the Executive Committee and the delegation of authority granted to it shall not operate to relieve the Joint Powers Board of any responsibility imposed upon it, as it is subject to the direction and control of the full Board. However, the Executive Committee shall have all the powers and authority of the Joint Powers Board in the intervals between meetings of the Joint Powers Board, except for the power to amend the Joint Powers Agreement and Bylaws.

Section 3. Finance Committee. The Joint Powers Board, by resolution adopted by a majority of the Board, may establish a Finance Committee. The Treasurer is the Chair of the Finance Committee, which includes three other Directors. The Finance Committee is responsible for developing and reviewing the fiscal procedures, funding plans, and the annual budget with staff and other Directors. The Board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the Joint Powers Board. Annual reports are required to be submitted to the Board showing actual income, pending income, actual expenditures, and pending expenditures. The financial records of the organization shall be made available to the Directors, Officers, and the public.

Section 4. Meetings. Meetings of the individual committees may be held at such time and place as may be determined by a majority of the committee, by the Board Chair, or by the Joint Powers Board. Notice of meetings shall be given to the committee's members at least five (5) business days and no more than sixty business (60) days notice in advance of the meeting unless all members agree to a shorter notification. A majority of the committee's membership shall constitute a quorum.

## **Article VIII – Executive Director(s), Employees, & Independent Contractors**

Section 1. Designation. The Joint Powers Board may select and employ an Executive Director. The Executive Director may also serve as a Director and/or Officer if permitted by the Joint Powers Board; however, strict adherence to the Conflicts of Interest policy shall be necessary, the Executive Director shall only be compensated in his or her capacity as an employee, and the Executive Director shall not also serve as the Treasurer of ACFPC.

Section 2. Duties. The Executive Director shall be responsible for providing professional advice and assistance to the Joint Powers Board; administer the work delegated to the staff; hire and release staff members; coordinate with the Treasurer in paying bills and creating deposits; and have such other powers to perform other duties as may be assigned by the Joint Powers Board.

Section 3. Other Staff. At the discretion of the Joint Powers Board, the Executive Director may hire and discharge other employed staff as may be reasonable and necessary to support the organization. The employed staff shall report directly to and be accountable to the Executive Director or his or her designee.

Section 4. Compensation. ACFPC may pay compensation to the Executive Director, employees, and other independent contractors for services rendered. The amount and frequency of payments shall be reasonable, determined from time to time by the Board, and be legally compliant with all state and federal employment, nonprofit, and other applicable laws.

Section 5. Checks, Drafts, Petty Cash Fund. The Executive Director may be authorized to provide one of the signatures on checks, drafts, or other orders of payment for ACFPC. He or she may also be authorized to administer a Petty Cash Fund, the size of which will be designated by the Joint Powers Board.

## **Article IX – Volunteers**

Section 1. Designation. The Joint Powers Board shall establish policies and procedures to recruit, train, and utilize volunteers in the operation of its activities and fulfillment of its purpose and mission.

Section 2. Insurance Coverage for Volunteers. ACFPC may maintain a special accident policy to cover those individuals serving the organization in a volunteer capacity.

**Article X – Management, Finances, & Miscellaneous Provisions**

Section 1. Calendar Year. The accounting year of ACFPC shall be the calendar year. The accounting year shall begin on the first day of January of each year and end on the last day of December of each year.

Section 2. Books and Accounts. ACFPC shall maintain a savings and checking account at a reputable bank under the name “Anoka County Fire Protection Council.” The Chair and Treasurer are authorized to act as signatories on all ACFPC bank accounts. In the event the Chairmanship is vacant or the Chair is incapacitated in some manner, the Vice Chair is authorized to temporarily act as a signatory in the Chair’s place. In the event the Treasurer’s position is vacant or the Treasurer is incapacitated in some manner, the Secretary is authorized to temporarily act as a signatory in the Treasurer’s place. ACFPC’s books and accounts (or an exact copy thereof) shall be kept at the registered office.

Section 3. Budget. An operating budget for ACFPC will be adopted one (1) year in advance of the effective date of budget. Example: The proposed 2016 budget will be discussed at the regular October 2014 ACFPC meeting and adopted at the January meeting of 2015. The Board must approve the budget and all expenditures must be within budget. Any major change in ACFPC’s budget must be approved by the Joint Powers Board.

Section 4. Financial Responsibility of Members. Each participating Member shall pay an annual fee as well as its percentage share of ACFPC’s annual expenses.

*A. Annual Fee:*

1. The Joint Powers Board shall determine the annual fee and all other fees and/or assessments owed by Members, and these fees may be changed from time to time. The Joint Powers Board shall publish the annual fees on a regular basis to all Members and prospective Members. “Good standing” and continued voting privileges are contingent upon being current on payment of fees and/or assessments. Failure to pay a fee or assessment shall subject Members to loss of voting rights and/or termination unless special arrangements are made with the Board.
2. The period of time covered by the annual fee is from January 1 to December 31 of each year.
  - i. At the regular October ACFPC meeting, a Notice of Dues will be distributed to each Member. The notice will include: Annual Dues and that Member’s share of the ACFPC budget, based on the cost sharing model.
  - ii. It shall be the responsibility of each ACFPC Member to remain in “good standing” by timely paying of their Notice of Dues and share of the ACFPC budget. A Member shall be in “good standing” when their annual fee and

share of the ACFPC budget has been fully paid to ACFPC by December 1st. A participating Member whose annual fee and share of the ACFPC budget has not been fully paid to ACFPC by December 1st shall not be in “good standing,” and said Member shall forfeit their voting rights on all business items at ACFPC meetings until such time as its annual fee and share of the ACFPC budget has been fully paid.

- B. *Percentage Share of ACFPC Expenses:* A Member’s percentage share of the annual expenses of the ACFPC shall be equal to the Member Index divided by the Aggregate Index as defined in the Joint Powers Agreement. Member percentage shares will be displayed on a cost-share model compiled annually based on available data.

Section 5. Legal Instruments. All contracts, agreements, and other legal instruments executed by ACFPC shall be issued in the name of ACFPC, not the individual name of a Director or Officer. Legal instruments shall be signed by no less than two (2) Officers of ACFPC – the Chair (if able), and one other Officer. While Directors and Officers have authority to sign official documents on behalf of ACFPC, they may do so ONLY after proper consideration and approval by the Joint Powers Board. In the absence of approval by the Joint Powers Board, the individual Director or Officer is personally liable on the legal instrument.

Section 6. Loans. No loans shall be contracted on behalf of ACFPC nor shall evidences of indebtedness be issued in its name unless specifically authorized by resolution of the Joint Powers Board. Such authority shall be confined to specific instances.

Section 7. Examination by Directors, Members & Public. Every Director, Officer, Member of ACFPC, and the Public shall have a right to examine, in person or by agent or attorney, at any reasonable time, and at the registered office, all books and records of ACFPC and make extracts or copies therefrom.

Section 8. Periodic Reviews. To ensure ACFPC operates in a manner consistent with its public purposes, files all required paperwork, and does not engage in activities that could jeopardize its image and status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm’s length bargaining;
- B. Whether partnerships, joint ventures, and arrangements with management organizations conform to ACFPC’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further the Joint Powers Agreement’s

*Exhibit A*

purposes and do not result in impermissible private benefit or kickbacks;

- C. Whether ACFPC is properly filing paperwork with government entities. In addition to organizational compliance documents, ACFPC shall file all required employer reports to agencies such as the Minnesota Unemployment Insurance Fund, the Minnesota Dept. of Revenue, the Minnesota Attorney General's Office, the Minnesota Secretary of State, the Social Security Administration, and provide employee tax documents by the required deadlines.

Section 9. Publication and Media.

- A. WEBSITE: ACFPC's official website shall be maintained monthly or as often as deemed necessary by the Joint Powers Board. The webmaster shall coordinate with the Joint Powers Board with regard to website content. ACFPC will be responsible for paying all costs associated with the domain name, hosting, SEO, and other related expenses related to maintaining ACFPC's official URL.
- B. NEWSPAPERS AND PRESS: ACFPC shall always portray the organization and its Directors, Officers, members, employees, independent contractors, and other agents in the most positive nature possible. When internal and/or external crises arise, public relations matters may require rapid advice from an attorney or PR professional.

Section 10. Affiliations. ACFPC may maintain professional affiliations that benefit and strengthen the organization in its capacity to fulfill its mission.

Section 11. Policies and Procedures. The Joint Powers Board shall establish policies and procedures:

- To codify decisions made by the Board at regular meetings in one central location;
- Regarding internal financial controls;
- Regarding gifts and grants to other individuals/organizations;
- Regarding employees and volunteers;
- Regarding Emergency Response SOP; and
- Regarding other topics that may become reasonable and necessary.

Section 12. Amending the Joint Powers Agreement and Bylaws. ACFPC shall have the power to amend the Joint Powers Agreement and these Bylaws. Pursuant to the Joint Powers Agreement, amendments to the Joint Powers Agreement may be amended when the Members agree, by resolution of both the Fire Chief Directors and the Elected Official Directors. Notice of any proposed amendment shall be provided to all participating Members at least thirty (30) days prior to the effective date of the proposed amendment. Amending these Bylaws requires the same process.

*Exhibit A*

**Certification**

These Bylaws were approved by all Members as a part of the adoption of the Joint Powers Agreement

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**EXHIBIT B – 2015 COST-SHARE MODEL**

**EXHIBIT C - EQUIPMENT AND/OR PERSONAL PROPERTY CONTRIBUTED**  
**PRIOR TO THE EFFECTIVE DATE**

<b>Category</b>	<b>Description</b>	<b>Purchase Date</b>	<b>Cost</b>
FIP	JFS Display cases		
FIP	Projector for JFS		
FIP	luggage cart for FIP	07/18/2000	\$ 30.89
FIP	File boxes for FIP	03/26/2001	\$ 26.23
FIT	Investigation Team equipment	09/08/2004	\$ 2,500.00
	Label Printer	11/04/2004	\$ 2,153.31
FIT	Investigations Trailer	06/15/2005	\$ 3,041.18
FIT	Investigations Trailer signs	07/19/2005	\$ 290.00
FIT	Investigation Team equipment	03/01/2006	\$ 1,980.96
FIT	Investigation Team equipment	03/06/2006	\$ 1,203.24
FIT	Investigation Team equipment	04/27/2006	\$ 373.43
FIT	Investigation Team equipment	06/01/2006	\$ 663.24
FIT	Investigation Team equipment	07/24/2006	\$ 439.55
FIT	Investigation Team equipment	07/24/2006	\$ 47.20
FIT	Investigation Team equipment	07/24/2006	\$ 203.09
FIT	Investigation Team equipment	01/29/2007	\$ 150.00

CISD	peer counseling laptop	05/16/2007	\$	1,592.18
FIT	Scanner for Fit	02/14/2008	\$	262.85
FIT	File Cabinet for FIT	02/21/2008	\$	215.24
FIT	Flash & Camera Bag FIT	08/07/2008	\$	379.47
FIT	Hard Hats FIT	09/16/2008	\$	91.44
FIT	Small Tools FIT	11/13/2008	\$	37.07
FIT	Folding Chairs FIT	11/13/2008	\$	96.09
FIP	FIP file cabinet	06/16/2009	\$	168.12
FIT	FIT Items	07/13/2009	\$	92.66
FIT	FIT Items	07/13/2009	\$	90.07
FIT	Half Mask & Filters	07/27/2009	\$	256.30
FIT	FIT Tools	12/22/2009	\$	156.67
FIT	ACFIT Camera	06/14/2010	\$	965.44
FIT	Half Mask	11/04/2010	\$	330.00
FIP	FIP computer software	10/24/2011	\$	1,437.19
FIT	FIT - Flash Drive	02/06/2012	\$	32.12

**EXHIBIT D - EQUIPMENT AND/OR PERSONAL PROPERTY CONTRIBUTED**  
**AFTER THE EFFECTIVE DATE**

DeRoche, "So, other than the repetitive, which I think we do in a lot of our ordinances anyway." Moegerle, "We're still using the ISTS designation which has been replaced by SSTS, Subsurface..."

Vierling, "Aren't they interchangeable?" Davis, "They were but now the PCA is going to designating all those as SSTS now and have dropped the ISTS classification. They both mean essentially the same thing but in order to standardize it. It was commonly used, both terms were commonly used. Now they've gone to just SSTS."

**Ronning, "I move to table until the next meeting so we can all look at the same document." Moegerle, "I'll second." DeRoche, "Done." Moegerle, "We have to vote on it." DeRoche, "All those in favor of tabling?" All in favor. DeRoche, "Opposed? Hearing none, motion passes." Motion carries unanimously.**

8.0B  
Engineer

None.

8.0C  
City Attorney  
8.0C.1  
Fire  
Department  
JPA

Vierling, "Just following up on a matter that you heard from the Fire Chief at your last meeting. I think Chief DuCharme can certainly report relative to meetings he has been participating in relative to the Fire Chiefs. I participated in a meeting with the various City Attorneys all with regard to a Joint Powers Agreement (JPA) that is being advocated with regard to the Fire Council, or what will be the replacement for the Fire Council.

At your last meeting, Chief DuCharme, I believe, indicated that there is a records management system (RMS) that all the Fire Departments would like to obtain. It's something that Anoka County has certainly, I believe, funded and acquired from a vendor but they want to basically pass it off to an entity that will then manage control of it for various Fire Departments. Originally there was a concept of a Joint Powers Agreement (JPA) being formulated between the various cities that had Fire Departments to use this management system.

Recently, within the last several weeks, when the first draft of the Joint Powers Agreement came out, it became very clear that the draft of the Joint Powers Agreement wasn't dedicated to this one piece of equipment. This one system. It has the ability to have the Joint Powers Organization buy additional equipment, or other capital expenditures, and builds in various funding mechanisms including bonding and other types of things. So, it's gone, in fairness to what the Chief has expressed, from a single-purpose thought that they would have one purpose for this to an entity that would be broadly based and have the opportunity not only to buy this piece or system of record management, but in the future to buy other equipment and other systems as well. Chief DuCharme wasn't in favor of that and I think expressed that to his colleagues.

In reviewing things with a conference call that was had with at least ten if not fifteen City Attorneys last week, which was an hour long and we got to two items before we ran out of time. It became eminently clear to me that the larger communities are clearly in favor of having a Joint Powers Agreement that builds in the additional possibilities of being able to acquire their equipment or to be used on a broader base. I don't know that they have the intent, or, I'm not saying there's any game plan to go out and buy all kinds of equipment. I'm just saying it has that potential, that opportunity.

8.0C.1

From my perspective, in the course of those conversations, it became clear from the smaller communities that they wanted at least a safeguard that before large capital equipment or large expenditures would be going forward, there would be a super majority required for the vote on that. Not simply a 51% but they wanted upwards of a 75% affirmative vote before this entity would be enabled and empowered to go out and buy other equipment. That comes into play because the various members pay for the equipment that it buys.

For example, under the initial calculations of the formula that I've seen, the City of East Bethel is, if you subscribe to this entity, you're in for 3.4% of whatever the fees are that they generate on an annual basis for that. Again, I talked to the Chief but I know he's still very much not in favor of that. Especially since the initial draft of the JPA has a provision that says once you're in, you can't get out for a full year. So, even if they go ahead and buy something that you didn't subscribe to, you're going to be financially 'on the hook' for one year anyway.

Further discussions were had, at least in the conference call that I participated in, about that issue and I think several people are coming back. But in any event, it's clear to me that the larger communities favor the more broadly powered Joint Powers Agreement. The ultimate question comes back to this community in terms of what your viewpoint is in belonging to that organization. I know it is not the organization in terms of its scope and authority that you wanted because it would have this additional power. But, two questions come into play. One is, if the concept of the authority to purchase or engage in those contracts required a super majority, number one, would that mitigate your feelings somewhat to be more in favor of it?

And, number two, if that Joint Powers Agreement were further refined so as to allow, let's say, any community not to have to wait a year to get out if they did something you didn't agree with. Maybe, I'm thinking something where you have a sixty day window after a major purchase is initiated. Where if a smaller community doesn't subscribe to that they would have the opportunity to withdraw, would that mitigate your feelings on the matter further? I certainly don't want to be in the position, I know the community doesn't either, where we are at odds with our other communities relative to the records management system because everybody wants that. And, I think people want to get that in place. Practically, realistically, given the volume and numbers of entities involved in this matter, I'm not sure how practical it's going to be for that entity to engage in big purchases just because of the bodies and numbers they are dealing with anyway.

But, the question comes back to this community. Are either of those two options: a super majority vote; or, limited window to get out, something that would enable you to consider to remain or look forward to participating in the JPA? Or, under any circumstances if it's a broad based entity? Or, if it's a broad-based entity do you simply not want to participate?"

Moegerle, "I have a question. Is there no option to do the record management system alone and then have a separate JPA for all the other people who want the purchasing abilities? Or, that's just not where this is headed?" Vierling, "Well, certainly not where it's headed and I think Chief DuCharme can indicate the history of how the record management system got discussed, how Anoka County funded it, and what the commitment is to Anoka County to get something done by 12-31 of this year. That will address that issue, I think."

Moegerle, "But, at this point, there's no way to do two. It's all or nothing?" Vierling, "There's well, I'd say clearly the larger communities have an appetite to have an entity that

is not single purpose. That has other opportunities in front of it.”

DeRoche, “Well, the question I would have, and maybe Mark you want to stand up, when did this blossom out of the records management? Because I remember going to meetings over at the Anoka County Sheriff’s office and, when all the Fire Chiefs and Police and everybody were together and were all talking about the communication and the records management. I guess I would have to agree with Heidi. You know, right now are we trying to put this together and why don’t they look at them as two separate items?”

DuCharme, “Certainly that’s been a major discussion point. Your original question, Mr. Mayor, is when did this kind of evolve into a multi-purpose Joint Powers Agreement. I would say that was probably, it became clear about 120 days ago. Right in that area. Originally, we were looking for an organization that had some legality to it that could run the fire side of the record management system, which includes the CAD, dispatch systems, mobile units, record management system, emergency management system and that type of thing.

As our attorney referenced, Anoka County has dedicated over \$8 million for this project, for the purchase of the system. Their desire is specifically fire record management system to be turned over to a fire side entity to run and maintain that. And, the same thing with the law enforcement where they will turn over the law enforcement side to the Joint Law Enforcement Council. Now, the Joint Law Enforcement Council, I think as I said a couple weeks ago, they’re already a formal organization. I think they operate under a Joint Powers Agreement. The fire side, the Anoka County Fire Protection Association, has never been Joint Powers Agreement. It’s been kind of a loosely organized group of the Fire Departments.

So, as our City Attorney mentioned, last Thursday they had their meeting of the City Attorneys and then the Fire Chiefs got together last Thursday evening and we had our meeting. I brought the message, as I said I would from a couple weeks ago, that our position is we’ve go to narrow this Joint Powers Agreement down to only concentrate on the records management system. I do sense that the larger cities in the County are more interested in evolving and growing and having a multi-purpose.

Now, with that said, I don’t necessarily think what they’re proposing is all bad. But, I think it’s something that we could grow into step by step. Right now, I think our focus has to be the records management system so we can go forward with that.”

Ronning, “Who or how many want to be the ‘800 pound gorilla’ in the program?”  
DuCharme, “We have larger cities, mainly a little bit south of us. I do have a feel that what I consider the smaller cities comparable to East Bethel have the same concerns. I think some of those concerns are cities that border us also.”

Moegerle, “Could we get an explanation of the e-mail that we got with the Excel documents? And, maybe this is something that we can get later on in the week because there’s a CSO by City and then the five-year LECFS and that’s an Excel document. Everything in ‘green’ seems to be large, which I think you are indicating to us that those are the ones that may want the...but I’d like an explanation of that if we could get that.”

DuCharme, “I can go through that at a different time. I’ve been very intimate with this program for the past three years as we’ve watched it grow and come together. We do

anticipate that CAD is going to be, the new CAD, the new dispatch. It's going to be on line before the end of the year and we're almost there. Incidentally, you'll see a figure that, it looks like, and this is a pretty good estimate, for the East Bethel share of the fire record management system is going to be about \$3,200. That's something that will start in 2016. That's why it is not in the 2015 proposed budget. I just want to bring that up. I believe that \$3,200 is a really good number because I've gone over them pretty intensely.

As far as the law enforcement side, that comes out of the Anoka County Sheriff office. There's a section in that spreadsheet that shows about \$9,200 or \$9,900. I think it is right in there."

DeRoche, "It's showing Circle Pines and Lexington separate. They're not together any more?" DuCharme, "Centennial Fire District, which includes currently Lino Lakes, Centerville, and Circle Pines is going to be dissolving. Lino Lakes has issued their withdrawal and I believe that was a two-year notice that they had to give. So, that's why those are listed separate, because we know of the impending break-up of that."

Moegerle, "So back to the question of super majority versus the other option." Vierling, "The issue, I think, my feeling from the call, there was consensus that a super majority relative to capital acquisitions and financing should be required. I don't think that's going to be a contested issue. The issue of the opportunity to withdraw from the organization is another item. But, bottom line is with those two, if they were tailored correctly, mitigate some of your concerns about belonging to an organization that has the power to buy equipment or engage in capital events beyond simply the record management system?"

Ronning, "The super majority, how are the votes counted? Is it per capita? Or, does everybody get one?" Vierling, "No, there's a formula in the Joint Powers Agreement and the Chief is far more familiar with it. It's based on population, assessed valuation, fire runs, and a number of different qualifications. Fundamentally, I can tell you, if you take the five largest communities, you're already over 70% of the vote." Ronning, "Yeah, I was going to ask if there was any one or two that could get close to it and then they get a sympathy vote with them what happens?" DuCharme, "That's what our City Attorney has mentioned, that then the out would be if they shortened up that withdrawal from a year to maybe 60 days. Now, I do want to say this. That the Fire Protection Council does own property right now and they do own programs. One of the things that they do have is equipment for the Fire Investigation Team, the County-wide team. They also operate the Anoka County Fire Academy. So there are programs that are going on that would be incorporated into a new organization."

Ronning, "If our ante is \$3,200, what's the total pot look like? How much is in it?" DuCharme, "\$83,000, I think it is." Ronning, "How much?" DuCharme, "About \$83,000 for the..." Ronning, "And, how many communities?" Vierling, "Well, it depends on how you break it up. Because right now, there's a couple Joint Powers entities in there that have to be re-broken down to communities because it seems that the City Attorney's want to have all the members simply be the cities, not a Fire Joint Powers entities that exist today. So, if you have an existing Fire JPA out there that's got three communities in it, they're going to be represented by three votes and three separate communities. Every community would have a weighted vote based upon the formula that's set forth within the JPA."

DuCharme, "So, if there are 100 votes, we would have 3.4" Vierling, "Yup."

Ronning, "How many of us little guys would have to get together to make a super majority?" DuCharme, "Quite a few." Ronning, "Can it be done?" Vierling, "No. The five largest communities are already over 72-73%."

Moegerle, "I think that rules out the super majority view." Ronning, "Right, that's why I asked what the votes mean. You can't make the rules if you don't know the game." Moegerle, "Sure." DeRoche, "Kind of reminds me of something else."

Moegerle, "The early exit seems to be..." Vierling, "I think the early exit gives you the opportunity, or gives any smaller community an opportunity to basically get out if they feel the organization is going in a direction that they don't subscribe to."

DuCharme, "Also, the City Attorney and I have had the conversation that doesn't mean that we can't participate because we could withdraw. You know if there's, maybe there's going to be a fire training facility built and we decide, the Council decides, we don't want to be any part of that. So, we withdraw from the organization. That doesn't mean we can't use it because I'm sure we could always go and rent the facility and the instructors and use it that way." Moegerle, "At a premium though because we've withdrawn, probably." Ronning, "Very probably, yeah."

Moegerle, "I don't like the idea of, you know, 'Well, things aren't going our way, we're stalking off.' I would much rather see these two things being separated and it's an option be a part of the purchasing but that 'horse has left the barn,' is what I'm understanding. And, that's not a likely option." Vierling, "That doesn't appear likely at this point."

Ronning, "Another part of the larger question is, how many smaller communities would get into the 'shark pond' with the rest of them? If you're the only one, it's hopeless. You're not going to vote against anything. If you're one, three, or four, or something, you're maybe going to have 30,000, 40,000 people compared to Blaine is 58,000 or something. So, it's end of story."

Moegerle, "What if we don't join the organization but want the RMS? Not a possibility?" Vierling, "Well, that hasn't been discussed at this point, unfortunately. You know, human nature being what it is, sometimes when people work towards a common goal and they get to a certain point in time and then somebody 'bugs out' there's some parochial feelings about that individual or entity. Those go away with time but usually that takes some time. On the other hand, what I've heard, and I certainly don't have first hand knowledge, the Chief certainly does, is that relative to the Fire Protection Council and its history, it has been a relatively collegial group of people that have always agreed." DuCharme, "That's correct. This has been a major, major decision making process."

Ronning, "What kind of expenses could we end up sharing?" DuCharme, "Well, right now the expenses that we share, actually the maintenance part of the record management system. So that's the updates and making sure the system is working correctly. Because the County paid for the system already. So, if we enter into the Joint Powers Agreement as is the proposed draft, now we haven't seen the final draft yet. But at the proposed draft, those things could be a multitude of items. Because, they would be allowed to purchase from real property to facilities to real people to issuing bonds. Another part, on the other hand, they may not do any of that because they still need that super majority, the 75%."

“What does the \$3,200 turn into if there’s minimum amount of small cities move in. Does that increase to pay the whole...there’s an overall burden cost?” DuCharme, “You’re right and that cost about \$83,000-\$84,000 per annum.” Ronning, “And, if we’re the only small city that goes in, does our \$3,200 change or stay the same?” DuCharme, “I would guess that if the number of participants get smaller, then that money has to be reassessed.” Vierling, “It will all go up.” Ronning, “Yeah, I’m sure it would. I just like people to hear what the details are.”

Vierling, “Once again I want to stress that the County has paid, or is paying for the system, the \$8 million of the combined system.”

DeRoche, “I don’t think the records system...I don’t think we have a problem with that up here. I could be wrong but it’s the other.” DuCharme, “And, Mr. Mayor, that’s the message I brought to the group is, ‘I don’t think East Bethel has an issue with the cost of the record management system.’ We’ve been talking about this for a while. Obviously, I’d like to see it a lot less but our share is going to be about \$3,200 in 2016. And, it’s going to stay that way for five years and then year six the proposal is that estimate will go up about 2% a year. That’s pretty much in line with sophisticated software items. I don’t think we have an issue with that. I think that’s justifiable and some good numbers.”

DeRoche, “What do you think about it?” Koller, “I don’t like signing in to something that could cost us a ton of money.” Harrington, “Yeah. When Mark was talking about bonding, I don’t like that bonding idea. You know, what’s it going to cost us in the long run?” Ronning, “There’s too many ‘shadows’ in this thing. It’s not enough visible to me it seems like. And, there are too many variables. There’s an awful lot of variables.”

DuCharme, “I understand what you’re saying. My plan is tomorrow to bring the ‘feel’ and ‘feeling’ of the Council back to the leaders of the group and just give them a short update of what the ‘feel’ is out here.” Ronning, “If you want to buy a car, you can at least ask for the sticker to look at the price. This is almost ‘stickerless.’” DuCharme, “Yeah, and I understand that. I also understand the 75% and the larger cities and certainly taking that withdrawal period of time and making that shorter.”

Moegerle, “What is preventing the larger cities from just starting their own JPA? I mean, there’s nothing that requires that they have common boundaries or anything like that. Why don’t they just take this and start their own little organization? Is there something ‘magic’ about being a part of this RMS system?” DuCharme, “The records management system is an important piece to the City of East Bethel.” Moegerle, “It is. Sure.” DuCharme, “And the Fire Service along with law enforcement. That’s an important part.”

Moegerle, “Right but why can’t the big cities go away and start their own JPA and leave us out of it? Why isn’t that a simple thing?” Vierling, “Theoretically, that’s possible in philosophy. I think the difficulty with the records management system is Anoka County has already bought it using the funds from all the taxpayers and they expect that all these Fire Departments are going to organize and use it.”

DeRoche, “But again, it’s not the records management system that I have issues with.” Moegerle, “Right.” Ronning, “No.” DeRoche, “It’s the add ons.” Ronning, “Yup. The rest of it the bigger cities could do any how if nobody else signs up.” DuCharme “Yes, they can. And some of the ‘feel’ I get from the Chief’s meeting of last week, is that the cities that want to go along with the JPA, the proposed Joint Powers Agreement, are just going to

have to do that and see what the agreement looks like. Those cities that don't want to will elect not to. Then from there, those cities would have to..."

Ronning, "What are your thoughts about the revolving door, door opens once and then it shuts for good? Or how many opportunities are there?" DeRoche, "Is this a 'one and done' thing? Or is there another opportunity to look at things and, I guess, see how it's working out and then..." DuCharme, "Well that's certainly a possibility to get in and start this. Once again, I do wish they would have narrowed this down. And, like I say, what's in the draft Joint Powers Agreement, I thought maybe that would be a good 'road map' over the years to come. I don't know if every city is ready to jump into some of the goals and some of the ideas for the organization. Our mission really is to come up with a way to pay for the record management system, the maintenance part of it. Come up with a system of who we pay the \$3,200 a year to. To me, that's the mission." Ronning, "That's winning."

Ronning, "Do you know what the organization looks like? Is it a so many member..." DuCharme, "Well, the proposed organization would have one member from each city so East Bethel will have an elected official sitting on the Board. And, actually, it's kind of a two-tiered, is the way it is designed. So, you have your elected officials from every city that sit on the Board. Then you have your Fire Chiefs from each Department/District that sit on an operational, kind of a day-to-day operational board. And, once again, the elected officials will be making decisions on the capital expense budgets, I would presume, and things like that. But, that has to be a 75% super majority. Incidentally, the same falls... was proposed and accepted by a majority of the Chiefs on the day-to-day operation with the Fire Chiefs. That also has to be a 75% super majority on a weighted cost-type thing as far as the day-to-day operations."

Ronning, "Would there be any advantage to proposing a larger super-majority? That would create some protection." Vierling, "What number you want?" Ronning, "98." DeRoche, "But even at that, if you've got the five larger cities..." Ronning, "Well, something where the 'little guy' gets more 'say.' DuCharme, "Certainly we can bring that forward, 80%, 85%." DeRoche, "But, what's the difference? You get the five major 'players,' they're going to have the 85%." Ronning, "The number would be at least enough to get the 'little guys' in the 'game.' I don't know if anybody would consider something like that or not." DeRoche, "What's that?" Ronning, "Raise the super majority high enough that one small group of 'big guys' can't over rule everything else. So the 'small guys' have a chance. I don't know if that makes sense to anybody else." Moegerle, "So, make it require them to get 87% so at least one of the 'small guys' has to go in with them?" DuCharme, "A couple of small guys." Ronning, "Yeah, so it doesn't get 'jammed down everybody's throat.'"

Vierling, "You know what you could do, I suppose, is require voting to have at least 50% of the members and 85% of the accumulative vote." Moegerle, "So, how many members are there? Member cities total?" Vierling, "The sheet I have is 16 but there's a Joint Powers Agreement and a dual organization in there. I'm not sure how many cities are in that JPA." Davis, "There's 21 cities in Anoka County." DuCharme, "So, actually it would be 22 with..." Davis, "Linwood, one township." DuCharme, "But one city outside the County, Champlin, belongs." Davis, "Plus the Township of Linwood." DuCharme, "That's true. So, what you're saying is 50% of the members, which would be at least, so if there's 24, for example, that would be 12." Vierling, "At least 12 and they must accumulate at least 80% of the vote." Ronning, "Hmm, interesting." Moegerle, "Yeah, that's interesting."

way. Don't get a 'hung jury' every time." Moegerle, "And maybe if this is a 'hung jury' every time, maybe that works for our advantage." Vierling, "You don't want an organization, I don't care what the organization is, especially when it comes to significant capital expenditures, you want everybody on board." DeRoche, "Oh, yeah." Moegerle, "Oh yeah." Vierling, "You really want everybody on board. So, from that standpoint and given the history of the existing entity, which, again I'm told, all the Fire Chiefs have been very good about it and have always gotten along. You know, requiring that level of majority really shouldn't be a problem."

Ronning, "Does Anoka County reserve any 'voice,' vote, 'say?'" DuCharme, "No. You're talking about the County as a political?" Ronning, "They have all the money in it and do they retain any jurisdiction?" DuCharme, "No. Well, the only jurisdiction they have is dispatch is theirs. That's a division of the County, Central Communications. So whatever equipment they have, that's theirs."

DuCharme, "Well, the plan is, from what I understand, the plan is to have all comments back to the Fire Protection Council by October 31<sup>st</sup> so we're 'ahead of the curve' here. I plan on talking to the leaders tomorrow morning via phone conference and certainly I'll bring that up about...and I'm not sure the City Attorneys are having another talk." Vierling, "I'll promise I communicate with the draftsman so she knows what's going on and you and I will coordinate in the morning so we send the same message." DuCharme, "Right."

Vierling, "With regard to Councilperson Ronning's thought process on that is the 80+% plus half of the voting members something that is of interest to this body?" Ronning, "If the numbers are all workable at least then it allows you a lot more 'voice' it would seem. But, it's not just my say. What's required of the different Councils and communities to proceed?" DuCharme, "Well, each jurisdiction, each city, is going to have to approve the Joint Powers Agreement, the final draft. And, so each city is supposed to be having this discussion."

DeRoche, "What do you hear from some of the smaller cities?" DuCharme, "Kind of waiting to hear what we're doing"

Moegerle, "As goes East Bethel, so does the...wow." Ronning, "We have to look at ourselves as 'some of the hair on the tail of the dog.' And, that's about as much as it's going to be." Moegerle, "Well, throw it out there and see if it 'catches any wind.'"

Ronning, "I appreciate all the information. I'm sure we all do. Do you have some guidance or thoughts with all that you've heard?" DuCharme, "Well, all along, from the Council my feel has always been that the Council would be supportive of belonging to an organization that's going to own and operate the record management system. So, that's the message that I've brought back via e-mail and meetings and things like that. That this is where I think we're going to have to be if East Bethel's going to be a signor. Certainly the proposal that 80% plus 50%, you know that's interesting. I haven't run the numbers on that either. I probably will tonight. It's interesting. And, there again, the people who have worked on this Joint Powers Agreement, this proposal, I think it's a very good document. I really do. I think it's a good document and I've recommend that we take that as a 'road map' and then if we all get along on the record management system, maybe we want to take a look at a portion of that and see if our City wants to be part of the next step."

October 15, 2014  
Fire  
Department  
JPA

Ronning, "Is the draft document in any draft form stage? Or, is it a finished document?" DuCharme, "It's in draft." Ronning, "When would it be finalized as a complete document?" DuCharme, "Well, you know, they are asking for all the comments to be in by October 31<sup>st</sup>. Once again, the problem is the 'clock is ticking.' December 31<sup>st</sup> is the, you know, I don't know if you want to call it a 'drop dead' date, but when they need that organization up and running. What happens if it is not up and running? It could mean that the fire record management system, where it is at on December 31<sup>st</sup>, will stop and not be built and not worked on until some type of entity steps in."

Ronning, "Is that hostage taking?" DuCharme, "I'm not sure if it is but..." Ronning, "Close? My term, not yours. Yeah, interesting." DuCharme, "So I'll talk with also our City Attorney in the morning and we'll take the steps and keep coming back and updating you."

DeRoche, "So, they just weren't for the, 'Let's just do the record part now and see how that goes and then we'll ease into it?' All of a sudden the idea comes up, 'Hey, let's do a JPA?'" DuCharme, "The majority of the group of the Fire Chiefs were not in agreement of that. I was also a little bit surprised. I thought maybe that might be part of the attorney's discussion."

DeRoche, "Well, why wouldn't they want...I don't know, it makes me a little bit suspicious that why wouldn't they want to try it, work for it, and all of a sudden, I mean are they doing..." DuCharme, "I think, Mayor, some of the thought is that the Fire Protection Council has gotten along so well in the past 50 years that, you know, it wasn't something that they needed. Apparently, we didn't get that point across that we needed to look at a smaller scope. I think the membership heard me. In fact I know they did because I got some phone calls the next day."

Ronning, "Did they block their ID?" DuCharme, "No, they didn't do that." Moegerle, "Thank you." Ronning, "Let us know what we've got to do. We have to know." DuCharme, "Okay, thank you."

8.0D  
Finance

None.

8.0E  
Public Works

None.

8.0F  
Fire  
Department  
8.0F.1  
Sept. Fire  
Department  
Report

Fire Chief DuCharme, "Well, thank you Council. I'd like to present the September report for the Fire Department. First of all, I want to tell you that we did have our open house this past Saturday and that's opportunity for the community to come in and talk about fire prevention, talk about safety, and see displays and exhibits. The long and short is, we went through 192 hot dogs so that's about average. We were busy throughout the whole day and I would consider it a huge success. We did have a chili contest and I have to tell you this, Dan Berry, who's the District Chief out at Station #2 won. The second time he's won in four years so he came up with a great recipe. I did verify with his wife that he did do the cooking so he actually did do that.

8.0F.1  
We also just finished up today being in the schools. So, we were able to teach and show kids fire safety. About 600 kids is what we went through. That part of it is always a big part of their school curriculum, especially in the early year. We deal with the preschoolers,

<b>FIRE - RMS Cost Share</b>		Using 2013 MV #					
Department / City	Centerville	Circle Pines	Lino Lakes	Lexington	St. Francis		
2009 Calls for Service	91	128	730	200	466		
2010 Calls for Service	159	257	590	201	397		
2011 Calls for Service	212	255	606	198	388		
2012 Calls for Service	157	215	644	181	410		
2013 Calls for Service	177	265	618	154	367		
Total	796	1,120	3,188	934	2,028		
<b>Five Year Average of Calls</b>	159.20	224.00	637.60	186.80	405.60		
Market Value per Anoka County 2014	292,948,400	308,216,400	1,636,167,000	109,031,100	412,299,600		
Market Value divided by 1,000,000	292.95	308.22	1,636.17	109.03	412.30		
Population per Met Council 2013	3953	5014	20833	2,061	7,240		
Population divided by 100	39.53	50.14	208.33	20.61	72.40		
<b>CALCULATION</b>							
Five Year Average of Runs	159.20	224.00	637.60	186.80	405.60		
Market Value divided by 1,000,000	292.95	308.22	1,636.17	109.03	412.30		
Population divided by 100	39.53	50.14	208.33	20.61	72.40		
Total	491.68	582.36	2,482.10	316.44	890.30		
<b>Percentage of Total</b>	<b>1.07%</b>	<b>1.26%</b>	<b>5.38%</b>	<b>0.69%</b>	<b>1.93%</b>		

SBM (x3)	Andover	Bethel	Anoka/Champ	Col Heights/Hilltop	Fridley	East Bethel
1,149	1,062	28	690	2,354	2,865	535
1,222	1,073	25	686	2,510	2,888	545
1,282	1,136	25	714	2,468	3,037	521
1,194	1,182	34	627	2,591	3,027	508
1,169	1,171	45	621	2,794	3,001	533
6,016	5,624	157	3,338	12,717	14,818	2,642
1,203.20	1,124.80	31.40	667.60	2,543.40	2,963.60	528.40
5,528,481,600	2,316,870,300	25,742,000	2,728,964,700	1,015,604,800	2,057,500,500	819,268,800
5,528.48	2,316.87	25.74	2,728.96	1,015.60	2,057.50	819.27
80,771	31,692	465	40,782	20,623	27,865	11,588
807.71	316.92	4.65	407.82	206.23	278.65	115.88
1,203.20	1,124.80	31.40	667.60	2,543.40	2,963.60	528.40
5,528.48	2,316.87	25.74	2,728.96	1,015.60	2,057.50	819.27
807.71	316.92	4.65	407.82	206.23	278.65	115.88
7,539.39	3,758.59	61.79	3,804.38	3,765.23	5,299.75	1,463.55
<b>16.34%</b>	<b>8.15%</b>	<b>0.13%</b>	<b>8.25%</b>	<b>8.16%</b>	<b>11.49%</b>	<b>3.17%</b>

Ham Lake	Ramsey/Nowthen	Oak Grove	Linwood	Columbus	Coon Rapids	Total
403	453	176	213	0	4,574	16,117
401	481	154	185	0	4,495	16,269
370	479	187	218	0	4,851	16,947
407	447	121	191	0	4,878	16,814
420	443	166	212	0	4,793	16,949
2,001	2,303	804	1,019	0	23,591	83,096
400.20	460.60	160.80	203.80	0.00	4,718.20	16,619.20
1,319,312,400	2,232,947,100	678,823,100	319,181,900	0	3,972,535,100	25,773,894,800
1,319.31	2,232.95	678.82	319.18	0.00	3,972.54	25,773.89
15,650	28,843	8,210	5,223	0	62,684	373,497
156.50	288.43	82.10	52.23	0.00	626.84	3,734.97
400.20	460.60	160.80	203.80	0.00	4,718.20	16,619.20
1,319.31	2,232.95	678.82	319.18	0.00	3,972.54	25,773.89
156.50	288.43	82.10	52.23	0.00	626.84	3,734.97
1,876.01	2,981.98	921.72	575.21	0.00	9,317.58	46,128.06
<b>4.07%</b>	<b>6.46%</b>	<b>2.00%</b>	<b>1.25%</b>	<b>0.00%</b>	<b>20.20%</b>	<b>100.00%</b>



# City of East Bethel City Council Agenda Information

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**Date:**

December 17, 2014

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**Agenda Item Number:**

Item 8.0 G.1

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**Agenda Item:**

December 3, 2014 Administrative Hearing-553 Lakeshore Drive

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**Requested Action:**

Consider approval of the Finding of Facts, Resolution 2014-52

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**Background Information:**

On December 3, 2014 City Council conducted an Administrative Hearing for the appeal of decisions made by the City Administrator as related to zoning issues concerning 553 Lakeshore Drive. The Owners of 553 Lakeshore requested a continuance of the hearing on November 24, 2014 to December 17, 2014 and again at 4:42 PM on December 3<sup>rd</sup> to December 17<sup>th</sup> or to a later date in January. This request was presented to, discussed and denied by Council at the December 3, 2014 meeting. The Owners did not attend that meeting.

At the conclusion of the discussion of the matter at the meeting on December 3<sup>rd</sup>, Council formally motioned to close the proceedings on the matter relative to 553 Lakeshore Drive and include in the record the City Staff file as of December 3, 2014, the City's Ordinances, Minnesota State Statutes and the Anoka County property records as part of this file. This motion passed unanimously.

A second motion at the same meeting directed City Staff to present to Council at the December 17, 2014 meeting a resolution incorporating finding of facts and directives as they relate to this matter that are consistent with the staff recommendations that have been made within the file and to the Planning Commission. This motion passed unanimously.

**Attachments:**

Resolution 2014-52

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**Fiscal Impact:**

To be determined

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**Recommendation(s):**

Staff requests that Council consider approval of Resolution 2014-52

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**City Council Action**

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

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

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

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

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

RESOLUTION NO. 2014-52

CITY OF EAST BETHEL

ANOKA COUNTY, MINNESOTA

A RESOLUTION MAKING FINDINGS OF FACT

AND DETERMINING THE APPEAL

RELATIVE TO 553 LAKESHORE DRIVE, EAST BETHEL, MINNESOTA

**WHEREAS**, this matter has proceeded before the City Council as an Administrative Appeal affecting principally a property located at 553 Lakeshore Drive, acquired by Heidi Moegerle, Gary Otremba on February 11, 2013 and an adjacent property at 179 Forest Drive, also owned by Heidi Moegerle, Gary Otremba, hereinafter referenced as “Owners”; and,

**WHEREAS**, the City Council has received the City Staff report dated December 3, 2014 and incorporates its substance and exhibits herein by reference; and,

**WHEREAS**, the record on this matter is contained within the City file, and confined to the scope of those documents, memoranda and communications along with the City Ordinances and State Statutes as applicable; and,

**WHEREAS**, the City Council has received and reviewed the written submission by “Owners”, heard the arguments thereon, has considered the effective ordinance provisions, state statutes and Minnesota Rules pertinent thereto, and having considered all of the foregoing makes the following:

## **FINDINGS OF FACT**

1. Heidi Moegerle and Gary Otremba, hereinafter referenced as “Owners”, purchased 553 Lakeshore Drive, PIN 36-33-23-21-0266 on February 11, 2013. This property was zoned R-1 at the time of the purchase and still retains that zoning designation currently for the purposes of this proceeding. This property is also in a Shoreland Overlay District and is regulated by the applicable City ordinance provisions and is 7,126 square feet in size; and,
2. At the time of purchase, the property was a substandard and a non-conforming lot of record for failure to meet multiple dimensional requirements of the R-1 zone and Shoreland District and the structure located thereon was also non-conforming for lack of a compliant septic system, adequate plumbing and other issues necessary to habitation. A summary of the non-compliant elements of the property relevant to the City’s ordinances is annexed hereto as Exhibit A and is incorporated by reference herein; and,
3. The Owners of the property applied for and received a demolition permit on February 21, 2013. The demolition permit indicated that the work to be completed would be to effect the removal of the entire portion of the structure previously used for habitation, with only the garage portion of the structure to remain. Prior to the issuance of the demolition permit, the Owners met with Ms. Colleen Winter, the Community Development Director to discuss the use of this property. Ms. Winter provided a letter to the Owners (February 18, 2013) that addressed the issue of lot combination and the use of 553 Lakeshore for storage use. There were no objections filed by the Owners relative to this letter at that time; and,
4. Periods of demolition of the inside of the structure occurred and were directed by the Owners between February 21, 2013 and April 2014. The Owners requested an extension and modification of the demolition permit on April 21, 2014. This request was advocated to modify the demolition permit to include only the removal of the 1940’s cabin section of the

structure. This request was granted based on the Owners' previous statements concerning the use of the property and on a pending amendment to City Code that proposed an increase in accessory structure size on lots 0.5 to 1.99 acres to allow up to 960 square feet of accessory structure. The removal of only the "cabin section" would meet this requirement and leave the remaining structure at 960 SF or less and was approved by Staff; and,

5. The City requested a letter of intent from the Owners as to the demolition timetable at the time this permit was extended. The letter of intent submitted by the Owners provided notice, for the first time, to the City that the Owners then intended to utilize the remaining structure in a manner that was inconsistent with previous statements as to the described use of the property at the time the demolition permit was originally obtained. The Owners, at a City Council Meeting on November 21, 2012, previously acknowledged that the retaining wall would have to be removed. At the Local Board of Appeals and Equalization meetings on April 17, 2013 and April 24, 2014 the Owners stated that the structure at 553 Lakeshore is uninhabitable and can only be used for "green space" and storage. In e-mails submitted by the City Assessor and the County Assessor's Office are statements by the Owners that the building was uninhabitable and can only be used for storage. Based on these statements the County Assessor determined it was appropriate to "link" or "chain" the two parcels (553 Lakeshore and 179 Forest Road) together for tax calculation purposes. From and after April 30, 2014, the Owners' reversed their statement of intended use of the property as an accessory structure to that of proposing a principal structure, and served notice that compliance with provisions of the City Code which mandates the combination of contiguous/adjoining lots of common Ownership of which one is non-conforming would not be complied with; and,
6. The demolition, implemented by the Owners, on the structure located at 553 Lakeshore that occurred between February 21, 2013 and April 21, 2014 was internal and consisted of the removal of, but not limited to, the kitchen, bathroom, plumbing and wall coverings. The Minnesota State

Building Code, R306, requires the presence of working plumbing fixtures and a compliant sewage disposal system for a structure to be habitable. The septic system for this property was deemed non-compliant on October 13, 2011; and,

7. In the case where these residential facilities no longer functionally exist, the facility is deemed uninhabitable. As it is no longer habitable based on this definition, the structure loses its status as a principal structure and any “grandfather protection” it may have had from requirements and regulations of City Code; Additionally, the Owners’ demolition of portions of the structure are not “repair or renovation” as they had no approved building permit to replace or restore them, and their removal had the effect of adding additional non-conformity to the structure by reducing below minimum code square footage to the structure; and,
8. An interpretation of the collective impacts to the property by the City Staff was presented to the Owners in early May of 2014 and reviewed personally with the Owners at a meeting on May 20, 2014 by the City Administrator. At the meeting, the City presented their interpretation of the land use issues and actions necessary for achieving compliance with City Code. The Owners were notified of the City’s position, in writing, on this matter on June 11, 2014; and,
9. Subsequent correspondence and meetings on this matter continued through August 20, 2014 to attempt to resolve the issues in question. On August 20, 2014, the City sent the Owners an updated written report to the June 11, 2014 Memo that stated the City’s final position and an option for appeal; and,
10. The City Attorney has issued his opinion that even absent the facts as stated above, that the parcel at 553 Lakeshore was non-conforming when the Owners acquired it in 2013, and must be merged due to the adjacent Ownership by the Owners of 179 Forest Drive. In addition, the Minnesota DNR has provided an opinion to the Owners that outlines the

requirements for lot merger and 553 Lakeshore satisfies none of the requirements for exemption to the requirements; and,

11. In addition to the City Attorney's opinion relating to the combination of lots, it is also the City Staff's position that that the change in use, by the actions and choice of the Owners, from a non-conforming residential structure that existed prior to the demolition has resulted in following:
  - 553 Lakeshore Drive contains an uninhabitable accessory structure with no principle structure on the lot; and
  - 553 Lakeshore Drive has lost any "grandfather" protection that may have been afforded by its prior non-conforming use, structure and lot of record status and is now subject to all the full requirements and regulations of the City Code for that District.
  
12. Located upon the 553 Lakeshore property and within the adjoining city right of way is a retaining wall constructed and put in place as a temporary structure with permission of the City Council in 1986. That transaction was memorialized in the Council Minutes and in an "Agreement" executed between the then Owners, Roger E. Schoer, and the City, which reflects that the sole purpose of the wall was to facilitate a functioning septic system. The septic system identified within that Agreement has now been closed and its use terminated by actions of the Owners. The City has notified the Owners that they are required to remove the retaining wall from the right of way; the Owners have refused to perform that task; and,
  
13. Owners assert claims to the property at 553 Lakeshore being a residential single-family use, notwithstanding their past acknowledgements and affirmations and demolition construction activities implemented on the site asserting claims under Minn. Stat 462.357; and,
  
14. The properties in issue are in an established Flood Plain and Shoreland protection district. The property located at 553 Lakeshore is dimensionally substandard; has no compliant septic system as required by City Ordinance and Minnesota Rules 7080; does not have access to a public sewer; does not have the ability to locate a Type 1 compliant septic system on the property; has had plumbing facilities discontinued and removed from the premises by Owners; has been unoccupied as a

- homestead since Owners' acquisition in 2013, and substantially before then from the former Owners as well, for which periods of time are in excess of one year, and is contiguous to the Owners property at 179 Forest Blvd.; and,
15. Owners have now concurrently denied that they have filed this appeal and also requested a continuance from the present appeal proceedings; The council denied the request for continuance at the December 3, 2014 meeting for the reasons stated in the minutes of that meeting; and,
  16. Owners also claim that they are entitled to building permits to rebuild the property and structure at 553 Lakeshore, claiming that their previous proceedings before the Planning Commission on an ordinance interpretation request failed to comply with Minn. Stat 15.99, and that they are entitled to building permits as a matter of law; and,
  17. Owners had conveyed an interest in and to the property at 553 Lakeshore to the mother of one of the Owners in an effort to subvert the application of the ordinance requiring combination of the lots; and
  18. Owners have not formally applied for a building permit as to either 553 Lakeshore or 179 Forest Street; and
  19. The record title reflects as to both of Owners properties the following:
    - a. 179 Forest Road NE consists of lots 362 thru 366, and, 399 thru 402, Block 6, Coon Lake Beach. Owners Heidi Moegerle and Gary Otremba jointly own lots 362 thru 366; Moegerle owns lots 399 thru 402. Both Owners have jointly placed mortgage loans against all of the lots. All lots are joined into a single tax parcel being Anoka Co. PID# 36-33-23-21-0316 on request of Heidi Moegerle to Anoka County on 7-24-08.
    - b. 553 Lakeshore Drive NE consists of lots 356 thru 360, Block 6, Coon Lake Beach, and were jointly acquired by Owners on February 11, 2013. On May 29, 2014, Owners conveyed the property to themselves and K. Darlene Moegerle for "no consideration". The tax identification number originally assigned to this parcel was Anoka County PID# 36.33.23.21.0266.

c. From and after February 11, 2013, both 179 Forest Road NE and 553 Lakeshore Dr. NE were in common Ownership.

**Based Upon The Foregoing Findings Of Fact, The City Council  
Determines And Resolves The Following:**

- a. **Appeal.** The communication from Heidi Moegerle to City Administrator Jack Davis by email dated in November 10, 2014, constitutes an appeal for the purposes of these proceedings. The Owners have itemized to their claims for purposes of appeal under the following items:
1. Unreasonable/unlawful refusal to consider/accept modification to the demolition plans for the structured 553 Lakeshore drive.
  2. Unreasonable/unlawful refusal/denial of building permits to complete the rehabilitation/repair of unsafe area of the living space of 553 Lakeshore Drive.
  3. Unreasonable/unlawful demand to abandon well and septic tank at 553 Lakeshore Drive.
  4. Unreasonable/unlawful demand to combine properties.

“Owners” have at times prior to the hearing in this matter, claimed that there was no appeal that they were pursuing; have also asserted that the appeal should be under Section 14 of the City’s Ordinance relative to building permit process, and most recently claim that the appeal was actually heard by the Planning Commission under Section 2, subpart 6 of the City’s Zoning Code.

The Owners have been afforded multiple meetings with City Staff, had more than ample opportunity to have their issues heard with the City Staff, and recently with Planning Commission. Nonetheless, their appeal, such as it is, was filed after their hearing with Planning Commission in review of the Staff’s interpretation of the City Codes and this appeal has been categorized by the City Staff, is appropriate under Section 2, subpart 590 of the City’s Zoning Code. The Owners have never had a formal application for building permit in front of the City under the City’s Ordinances. No appellate process under the Building Code Section would be appropriate. In essence, their challenge is against Staff determinations relative to their demolition permit, and what they can and cannot do on their property at 553 Lakeshore vis-à-vis their other property at 179 Forest Road.

**Resolved: The Staff Recommendation That This Matter Proceed As An Appeal Under Article X, Chapter 2 Section 590 Is Appropriate And Is Approved By The Council.**

- b. **Application of Minn. Stat 15.99.** Owners have also claimed that they should be awarded their requests as a result of their “appeal” on the matter of their issues in front of the Planning Commission. Owners’ presentations in front of the Planning Commission were not germane to any permit application, but were to question the City Staff’s interpretation of the City Code. No new applications were received, and no permits had been applied for. Section 15.99 of the Minnesota statutes applies to the processing of timely responses by the City relative to permits not as to appeals or requests for interpretations of City Code. In any event, the applicants (Owners) received timely hearing in front of the Planning Commission under Section 15.99 timelines, and were present for, and received the determination of the Planning Commission denying their interpretation. Owners also received by mail, by virtue of Staff providing directly to Heidi Moegerle, a copy of the Planning Commission Minutes containing a written determination of the Planning Commission.

**Resolved: Minnesota Statute 15.99 Has No Application To This Proceeding.**

- c. Owners claim that City Staff has been unreasonable in refusing to consider or accept their proposed modifications to the demolition plans. The City Staff file supports the acknowledgments were previously made by the Owners that their acquisition of the property at 553 Lakeshore was dimensionally substandard and was intended by them not to be used as a principal residence, but as an accessory use to their other property at 179 Forest Road. Owners clearly acknowledged and agreed that the 553 Lakeshore property had a deficient septic system, was dimensionally substandard, and that plumbing and related facilities in the structure had been, or would be removed by them as part of their demolition. The City Staff determination that the property is not a habitable residential structure for purposes of the Building Code and City Ordinances is correct. City Staff has been more than patient with the Owners, has given them all reasonable opportunity to bring their property in compliance

with the demolition permit as originally granted, and as required under the City's Ordinances.

**Resolved: Staff Determination That No Building Permit Is Allowed Under City Code For The Property At 553 Lakeshore To Reconstruct A Residential Structure Is Correct And Sustained.**

- d. **Septic system at 553 Lakeshore.** There is no claim by the Applicants/Owners that the septic system at 553 Lakeshore was, at any time following their purchase, compliant with the regulations requiring a type I septic system under the Minnesota rules as well as the City's Ordinances. The septic system itself is located partially in the right-of-way under a temporary permit from the city that had lapsed by nonuse of the property for residential purposes. The Applicant/Owners claim to occupy the property from and after their acquisition in February of 2013 is false as they in fact occupied their residence adjacent thereto at 179 Forest Road. Residency as opposed occupancy is not predicated upon incremental or part-time use or presence of the property, but actual living there with the intent to reside which could not be accomplished since property had no well septic system or plumbing to accommodate a residential use and they actually resided in a structure adjacent to 553 Lakeshore being 179 Forest Road. Owners were noticed during their acquisition of the property at 553 Lakeshore that a failed septic system was in place on the property.

**Resolved: City Staff did not issue an unlawful demand to cease use of the deficient and non-compliant Septic System and close it operationally. City Staff directives to remove the retaining wall previously permitted to support the original septic system placement in 1986 are appropriate as the Septic System is no longer functional and has been closed by the Owners. Owners are ordered to remove the retaining wall at 553 Lakeshore Drive.**

- e. **Ordinance requiring combination of the lots.** Staff determination confirmed by the correspondence of August 27, 2014, informing the Owners that the lots comprising 553 Lakeshore Drive and 179 Forest Road requiring the two lots to be combined as prescribed by appendix A zoning section 57, 14 A.3 is correct under state law as well as city ordinance . The Owners property at 179 Forest Road serves as their homestead parcel and is contained within Anoka County tax ID number 36-33-23-21-0316 having been qualified as Homestead for tax purposes

by Anoka County. Although the property at 179 Forest Road was in part owned by Ms. Moegerle individually, and the other part owned jointly by Ms. Moegerle and Mr. Otremba jointly, Ms. Moegerle and Mr. Otremba consented to the merger of all of those parcels into a jointly owned parcel by virtue of their petition and request to Anoka County to combine all lots into a single tax parcel having the benefit of Homestead status in 2008. Mr. Otremba and Ms. Moegerle acquired 553 Lakeshore jointly in February 2013, and from February 2013 to the present date all lots comprising 553 Lakeshore Drive and 179 Forest Boulevard have been owned by the same persons. The Owners attempt to add an additional Owner at 553 Lakeshore in May 2014 has no effect on this issue. The Ordinance in effect for 2013 and 2014 provides as follows:

***“If in the case of two or more continued contiguous lots are parcels of land under single Ownership, any individual lot or parcel if any individual lot or parcel does not meet the minimum requirements of this ordinance, such individual lot or parcel shall not be considered as a separate parcel of land for purposes of sale or development, but must be combined with the adjacent lots so the combination of lots will equal one or more parcels of land meeting the full requirements of this section or the provisions of the zoning district in which the property is located, whichever is more restrictive. In no circumstances will there be approval of any proposal for multiple lot developments based upon lots record that do not conform to the provisions of the existing zoning district.”***

***Section 5 Nonconformities 3. D***

Appellant/Owners claim that they meet the standards prescribed by Minnesota Statute §462.357 with regard to nonconformities and subdivision 1h, and should be recognized as having a separate and lawful residential use and single-family residence at 553 Lakeshore. The pertinent provisions of 462.357 subdivision provides:

***“1 (e). A nonconforming single a lot of record located within a shoreline area may be allowed as a building site without variances from lot size provided that:***

***(1) all structure and septic system setback distance requirements can be met;***

- (2) a type I sewage treatment system consistent with Minnesota rules, chapter 7080 can be installed or the lot is connected to a public sewer, and*
- (3) the impervious surface coverage is not exceeding 25 percent of a lot.*

*“1 (f) in a group of two or more contiguous lots of record under common Ownership, an individual lot must be considered as a separate parcel of land for purpose of sale or development, if it meets the following requirements:*

- (1) the lot must be at least 66 percent of the dimensional standard for lot with an lot size for shoreline classification consistent with Minnesota rules, chapter 6 120;*
- (2) the lot must be connected to a public sewer, if available or must be suitable for the installation of a type I sewage treatment system consistently Minnesota rules chapter 7080 and the local government controls;*
- (3) impervious surface coverage must not exceed 25 percent of each lot; and*
- (4) the development of the lot must be consistent with the adopted comprehensive plan.*

*1 (h) Notwithstanding paragraph (f), contiguous nonconforming lots of record in shoreland areas under a common Ownership must be able to be sold or purchased individually if each lot contained a habitable residential dwelling at the time the lots came under common Ownership and the lots are suitable for, or served by, a sewage treatment system consistent with the requirements of Section 115.55 and Minnesota Rules, chapter 7080, or connected to a public sewer.”*

There is no question but that the existing property 553 Lakeshore is dimensionally substandard and does not meet 66 percent of the dimensional requirements of that zone. Additionally, there is no question that the property presently does not have, and did not have, a Type I sewage treatment system on the property consistent with the requirements of City Code or the Minnesota Rules. Additionally, the former septic system on the property was already noted as failing or failed when Owners purchased it and was noncompliant to Code. Owners have not demonstrated that they could locate an approved – compliant Type I septic system upon the

property. Owners allege the opportunity for a holding tank which is not an approved Type I system. Finally, Owners own actions in demolishing their alleged habitable portions of the structure at 553 Lakeshore rendering the property uninhabitable disqualifies them from any right to re-establish same for purposes of trying to re-qualify under the ordinance or statute.

**Resolved: The lots at 179 Forest Road and 553 Lakeshore Drive are deemed combined by operation of law.**

f. **Resolved: The appeal is pursued by the Owners in this matter is hereby denied.**

- i. City Staff is directed to not issue or allow to be issued any further permits building demolition or otherwise on this property at 553 Lakeshore Drive or 179 Forest Road until such time as the Owners or their agents commit to bring the property into compliance with the Staff directives as noted herein and post appropriate security to that end.
- ii. The properties at 179 Forest Road and 553 Lakeshore Drive are deemed combined for all purposes under the City Code of the City of East Bethel and will be recognized as a single parcel for all land use and development purposes under city code. City Staff is directed to flag or notice all city files relative to either or both properties that the properties are deemed joined for purposes of the city land use and subdivision ordinances and future sale or development if any. No building permits shall be issued on either property until the same are formally combined in the office of the Anoka County Treasurer, Assessor and Recorder
- iii. The City Administrator is authorized to issue an Administrative Certificate for filing in the office of the Anoka County Recorder noting the combination of lots determined hereby.
- iv. The Owners are ordered to remove the retaining wall now located in the right of way adjacent to 553 Lakeshore Drive within 60 days. Absent compliance the City Staff is directed to remove same and certify the costs of doing so against the properties of 553 Lakeshore Drive and 179 Forest Road.

Passed by the City Council of the City of East Bethel this 17<sup>th</sup> day of December, 2014.

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Robert DeRoche, Jr.  
Mayor

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Jack Davis,  
City Administrator

## **EXHIBIT A**

### **APPLICABLE CITY ORDINANCES**

Retaining Wall – the retaining wall is an issue due to the visibility and location on public right of way. See attached picture. It is encroaching on Forest Rd NE. Applicable Sections of the Zoning Code – Appendix A are:

Section 25 Fence regulations;

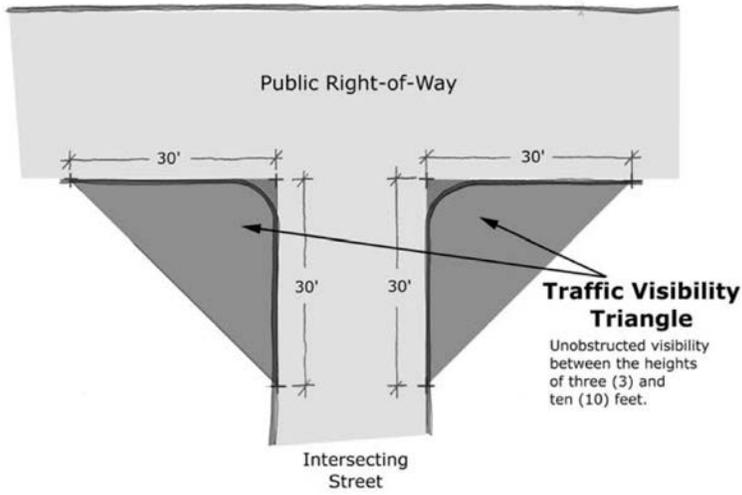
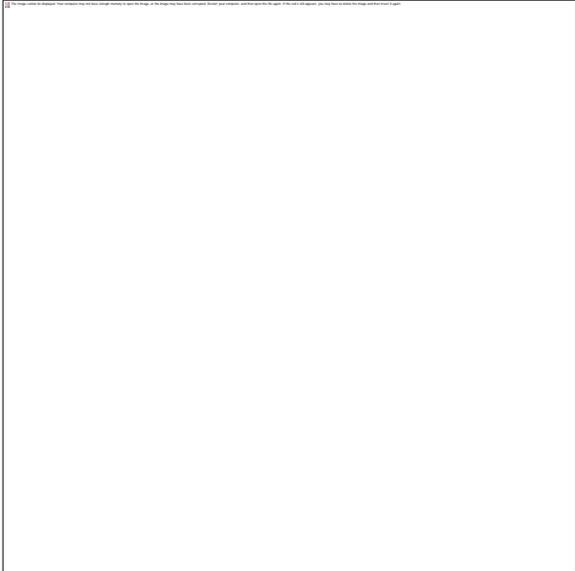
7 Traffic Visibility - On a corner lot, no fence or landscaping shall be placed in such a manner so as to pose a danger to traffic by obscuring the view of approaching vehicular traffic or pedestrians from any driveway or street right-of-way as regulated in Section 15. Traffic Visibility.

Appendix A – Zoning regulations - SECTION 15. - TRAFFIC VISIBILITY

[1. - Requirements.]

On corner lots in all districts, no structure or planting in excess of 24 inches above the street centerline grade shall be permitted within a triangular area defined as follows:

Beginning at the intersection of the projected curb lines of two intersecting streets, thence 30 feet along one curb line, thence diagonally to a point 30 feet from the point of beginning on the other curb line, thence to the point of beginning.



### Nonconforming Lot of Record

553 Lakeshore is a legal nonconforming lot of record; however the structure lost its grandfather status when part of the structure was demolished and the sewer was removed, making the cabin uninhabitable. The original intent of the Homeowners was to demolish the cabin and keep the garage; a demolition permit was issued for that purpose. The two lots – 553 Lakeshore, and 179 Forest Road would need to be combined in order to keep the accessory structure. Applying the regulations related to R1 and the Shoreland Management District here is how it breaks down.

All comments related to 553 Lakeshore Dr are noted in red.

### 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. 553 Lakeshore Dr NE

- A. Single-family residential. Was prior to demolition a single-family home, however it had not been inhabited for considerable time in excess of 1 year.
- 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. Part of structure would meet Accessory structure definition (garage portion)
- 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. Fences as permitted in Section 25. Fence Regulations.

7. Development regulations.

A. Minimum lot requirements.

1)	Lot area	553 Lakeshore	
	(a)	Without sewer and water	10 acres - lot size does not meet this requirement; current lot is approx. 7,200 sq ft. Do not have survey to verify
	(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 – approx. 64 ft on Forest Rd., 100 ft on Lakeshore Dr
	(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 - approx 7,200 sq. ft.
	(b)	With sewer and water	8,260 square feet

B. Setbacks.

1)	Principal structure *portion demolished		
	(a)	Front yard	
	(1)	City right-of-way	30 feet
	(2)	>County/state right-of-way	>100 feet
	(3)	Shoreland overlay	25 feet - approx. 14 feet
	(b)	Side yard	10 feet - approx. 13 feet
	(c)	Side street	
	(1)	City right-of-way	25 feet – approx. 20 feet (to deck) – demolished
	(2)	>County/state right-of-way	>100 feet

	(d) Rear yard	25 feet - approx. 14 ft.
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 – This language was changed, but if lots combined the garage portion would meet the setback.
	(b) Side street	25 feet and cannot be located between the principal structure and the street – Garage would meet the requirements (approx. 31 feet)* Need to verify through survey
	(c) Side yard	10 feet – Garage would meet this requirement (verify by survey)
	(d) Rear yard	10 feet – Garage would meet this requirement (verify by survey)

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 floor surface to the underside of the ceiling member. Roof pitch and style shall match the principal structure. – This language was changed. Sidewall height can be 14 ft.

D. Minimum floor area.

1)	Single-level unit	1,000 square feet – Does not meet. Portion of structure that is left after demolition is 960 sq. ft.
2)	Full two-story with full basement	720 square feet
3)	All other units	>900 square feet

		(main floor plus additional area)
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 Section 57. Shoreland Overlay District

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

**SECTION 57. - SHORELAND OVERLAY (SL) DISTRICT**

**1. Statutory authorization and policy.**

A. *Statutory authorization.* This shoreland ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes.

1) *Policy.* The uncontrolled use of shorelands of the City of East Bethel, Minnesota, affects the public health, safety, and general welfare not only by contributing to pollution of public waters, but also by impairing the local tax base. Therefore, it is in the best interests of the public health, safety, and welfare to provide for the wise subdivision, use, and development of shorelands of public waters. The Legislature of Minnesota has delegated responsibility to local governments of the state to regulate the subdivision, use, and development of the shorelands of public waters and thus preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, and provide for the wise use of waters and related land resources. This responsibility is hereby recognized by the City of East Bethel.

**2. Scope and applicability.**

A. *Jurisdiction.* The provisions of this ordinance shall apply to the shorelands of the public water bodies as classified in this ordinance and unclassified water bodies where applicable. A landscape/garden pond created by a private user where there was no previous water body may, at the discretion of the governing body, may be subject to the provisions of this section.

B. *Abrogation and greater restrictions.* It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

C. *[Compliance with regulations.]* The use of any shoreland of public waters, the size and shape of lots; the use, size, type and location of structure on lots; the installation and maintenance of water supply and waste treatment systems; the grading and filling of any shoreland area; the cutting of shoreland vegetation; and the subdivision of land shall be in full compliance with the terms of this regulation and other applicable regulations.

- D. *[Severability.]* If any section, clause, provision, or portion of this ordinance is determined to be unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.
- E. *[Supplemental regulations.]* The regulations contained in this section are in addition to and not in lieu of the other regulations contained in other sections of this ordinance. All other regulations in this ordinance that are inconsistent with the regulations of this section are hereby repealed to the extent of the inconsistency only.

3. Notifications to the department of natural resources.

- A. Copies of all notices of any public hearings to consider variances, amendments, or conditional or interim uses under this subdivision of this ordinance must be sent to the Minnesota Department of Natural Resources (DNR) Commissioner or designated representative and be postmarked at least ten days before the hearings. Notices of hearings to consider proposed subdivisions/plats must include copies of the subdivisions/plats.
- B. A copy of approved amendments and subdivisions/plats, and final decisions granting variances or conditional or interim uses under this subdivision shall be sent to the DNR Commissioner or representative within ten days of final action.

4. Purpose.

It is the intent and purpose of these regulations to:

- A. Designate suitable land use districts for each body of public water.
- B. Regulate the sanitary and waste treatment system for lots.
- C. Regulate the area of lots and the width of lots suitable for building sites.
- D. Regulate the alteration of shoreland of public waters.
- E. Regulate alterations of the natural vegetation and the natural topography along shorelands.
- F. Conserve natural resources and maintain a high standard of environmental quality.
- G. Preserve and enhance the quality of water.
- H. Preserve the natural environmental values of shorelands.
- I. Maintain water quality, reduce flooding and erosion, and provide sources of food and habitat for a variety of fish and wildlife.

5. Definitions.

Unless specifically defined below, words or phrases used in this section shall be interpreted so as to give them the same meaning as they have in Section 01. General Provisions of Administration, and to give this section its most reasonable application.

*Access corridor.* An area where vegetation is cut or removed through the buffer to provide access to a lake, stream, or wetland.

*Bluff.* A line along the top of a slope connecting points at which the slope, proceeding away from the water body or adjoining watershed channel, becomes less than 18 percent and it only includes slopes greater than 18 percent that meet the following criteria:

*Bluff line.* A line along the top of a slope connecting points at which the slope, proceeding away from the water body or adjoining watershed channel, becomes less than 18 percent and it only includes slopes greater than 18 percent that meet the following criteria:

- 1) Part or all of the feature is located in a shoreland area.
- 2) The slope rises at least 20 feet above the ordinary high water level of the water body.
- 3) The slope must drain toward the water body.
- 4) The average slope of 18 percent or more shall extend over a distance of 50 feet or more.

*Bluff impact zone.* A bluff and land located within 20 feet from the top of a bluff.

*Boathouse.* A structure designed and used solely for the storage of boats or boating equipment.

*Buildable area.* The space remaining on a lot after the setback requirements, area with a slope of 33 percent or more, 100-year floodplain, and drainage easements or wetland have been subtracted.

*Building line.* A line parallel to a lot line or the ordinary high water level at the required setback beyond which a structure may not extend.

*Buffer strip.* Undisturbed strip of land adjacent to shorelines and wetlands consisting of native or existing vegetation.

*Buffer width, minimum.* The minimum buffer distance allowed measured perpendicular to the delineated wetland edge or ordinary high water mark of the lake or stream.

*Clear cutting.* The removal of an entire stand of trees.

*Commercial use.* The principal use of land or buildings for the sale, lease, rental, or trade of products, goods, and services.

*Conditional use.* A use as this term is defined in Minnesota Statutes, chapter 394.

*Controlled access lots.* Lots intended to provide access to the lake for residents of a particular development.

*Deck.* A horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site and at any point extending more than six inches above ground.

*Extractive use.* The use of land for surface or subsurface removal of sand, gravel, rock, industrial minerals, other non-metallic minerals, and peat not regulated under Minnesota Statutes.

*Forest land conversion.* The clear-cutting of forested lands to prepare for a new land use other than reestablishment of a subsequent forest stand.

*Hardship.* A property cannot be put to reasonable use if: the conditions of the zoning ordinances are followed; the landowner's particular circumstances are unique and not self-created; and, granting a variance will not alter the essential character of the locality, as defined in MN Statutes, Chapter 462.

*Height of building.* See Section 01. General Provisions of Administration.

*Impervious surface.* The area of a lot (above the ordinary high water level) covered with buildings including all appurtenances, driveways and sidewalks, and similar impervious materials. For the purpose of this section, driveways that have a gravel base shall be considered impervious. Decks that allow drainage through the decking and that do not have a plastic weed barrier or some other material that would impede drainage into the ground and swimming pool water surface area shall not be considered impervious.

*Intensive vegetation clearing.* The complete removal of trees or shrubs in a contiguous patch, strip, row, or block.

*Lake—general development.* Generally large, deep lakes of varying size and depths with high levels and mixes of existing development. These lakes often are extensively used for recreation and, except for the very large lakes, are heavily developed around the shore. Second and third tiers of development are fairly common.

*Lake—natural environment.* Generally small, often shallow lakes with limited capacities for assimilation of the impacts of development and recreational use. They often have adjacent lands with substantial constraints for development such as high water tables, exposed bedrock, and unsuitable soils.

*Lake—recreational development.* Generally medium-sized lakes of varying depths and shapes with a variety of landform, soil, and groundwater situations on the lakes around them. They often are characterized by moderate levels of recreational uses and existing development. Development consists mainly of seasonal and year-round residences and recreational-oriented commercial uses.

*Lot.* A parcel of land designated by plat, metes and bounds, registered land survey, auditors plat, or other legal means and separate and apart from any other parcel or portion of land, and from right-of-way, public or private.

*Lot width.* The horizontal distance between the side lot lines of a lot measured at the minimum required setback line from the ordinary high water mark or road right-of-way.

*Nonconformity.* The same as that term is defined or described in Minnesota Statutes 394.

*Non-riparian.* A lot with no frontage on a water body.

*Ordinary high water level.* The boundary of public waters shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the ordinary high water level is the elevation of the top of the bank of the channel. For reservoirs and flowage, the ordinary high water level is the operating elevation of the normal summer pool. On lakes with an ordinary high water level established by the Minnesota Department of Natural Resources, that elevation shall be considered the ordinary high water level.

*Planned unit development.* A type of development characterized by a unified site design for a number of dwelling units or dwelling sites on a parcel, whether for sale, rent, lease, and also usually involving clustering of these units or sites to provide areas of common open space, density increases, and a mix of structure types and land uses. These developments may be organized and operated as condominiums, time-share condominiums, cooperatives, full fee Ownership, commercial enterprises, or any combination of these, or cluster subdivisions of dwelling units, residential condominiums, townhouses, apartment buildings, campgrounds, recreational vehicle parks, resorts, hotels, motels, and conversions of structures and land uses to these uses.

*Public waters.* Any waters as defined in Minnesota Statutes, section 103G.005, subdivisions 15 and 15a. However, no lake, pond, or flowage of less than ten acres in size will be regulated for the purposes of this code. A body of water created by a private user where there was no previous shoreland may, at the discretion of the local government, be exempted from parts of this code.

*Riparian.* A lot with frontage on a water body.

*River—transition.* A river designated as such by the Minnesota Department of Natural Resources.

*River—tributary.* Consists of watercourses mapped in the protected waters inventory that have not been assigned one of the river classes. These segments have a wide variety of existing land and recreational use characteristics.

*Sensitive resource management.* The preservation and management of areas unsuitable for development in their natural state due to constraints such as shallow soils over groundwater or bedrock, highly erosive or expansive soils, steep slopes, susceptibility to flooding, or occurrence of flora or fauna in need of special protection.

*Setback.* The minimum horizontal distance between a structure, sewage treatment system, or other facility and an ordinary high water level, top of a bluff, road, highway, property line, or other facility.

*Sewage treatment system.* An on-site septic tank and soil absorption system or other individual or cluster type sewage treatment system.

*Sewer system.* Pipelines or conduits, pumping stations, and force main, and all other construction, devices, appliances, or appurtenances used for conducting sewage or industrial waste or other wastes to a point of ultimate disposal.

*Shore impact zone.* Land located between the ordinary high water level of public water and a line parallel to it at a setback of 50 percent of the required structure setback.

*Shoreland.* Land which meets all of the following criteria from public waters:

- 1) A portion of the lot must be located within 1,000 feet from the ordinary high water level of a lake, or 300 feet from a river or stream, or the landward extent of a floodplain designated by an ordinance on a river or stream, whichever is greater.
- 2) A portion of the lot must fall within the shoreland zoning district as delineated on the zoning map.
- 3) A lot must have public water frontage or be in the next tier of lots landward that has primary access from the same public or private road that serves the public water frontage lots (tier two lots).

*Significant historic site.* Any archaeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the state register of historic sites, or is determined to be an unplatted cemetery.

*Steep slope.* Land where development or agricultural activity is either not recommended or described as poorly suited due to slope steepness and the site's soil characteristics. Where specific information is not available, "steep slope" is a 12 percent slope measured over a horizontal distance of 50 feet.

*Structure.* Any building or appurtenance, including decks, except aerial or underground utility lines, such as sewer, electric, telephone, telegraph, gas lines, towers, poles, and other supporting facilities.

*Subdivision.* Land that is divided for the purpose of sale, rent, or lease, including planned unit development.

*Surface water-oriented commercial use.* The use of land for commercial purposes, where access to and use of a surface water feature is an integral part of the normal conductance of business. Marinas, resorts, and restaurants with transient docking facilities are examples of such use.

*Tier one.* A lot or parcel of land with frontage on a public water body.

*Tier two.* A lot or parcel of land that is across the street from a public or private road that serves the lots fronting a public water body.

*Toe of the bluff.* The lower point of a bluff with an average slope exceeding 18 percent.

*Top of the bluff.* The highest point of a bluff with an average slope exceeding 18 percent.

*Tributary stream.* A stream classified as such by the Minnesota Department of Natural Resources.

*Unclassified body of water.* Unclassified body of water means any lake, pond, backwater, swamp, march, wetland, stream, drainage way, flowage, river, floodplain, or other water-oriented topographical features not designated as being a natural environment lake, recreational development lake, general development lake, or transition river or tributary stream on the zoning map.

*Vegetation, natural.* Plant life which is native to the location and which would normally grow if the ground were left undisturbed.

*Variance.* A modification or variation of the provisions of this ordinance as applied to a specific lot or property, except that modification in the allowable uses in the district in which the property is located shall not be allowed as a variance.

*Water-oriented accessory structure or facility.* A small, above ground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, and detached decks.

*Wetland.* Lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface, or the land is covered by shallow water. For the purposes of the ordinance, wetlands must:

- a) Have a predominance of hydric soils;
- b) Be inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions; and
- c) Under normal circumstances, support a prevalence of hydrophytic vegetation.

Wetlands generally include swamps, marshes, bogs, and similar areas.

## 6. Administration.

- A. *Compliance.* The use of any shoreland of public waters, the size and shape of lots, the use, size, type and location of structures on lots, the installation and maintenance of water supply and waste removal systems, the grading and filling of any shoreland area, the cutting of shoreland vegetation, and the subdivision of land shall be in full compliance with the terms of this ordinance and other applicable regulations. In cases where standards conflict with the standards of the base zoning districts, the more restrictive standard will prevail.

B. *Permits required.*

- 1) A permit is required for the construction of buildings or building additions (and including such related activities as construction of decks, fences, and signs), the installation and/or alteration of sewage treatment systems, and grading and filling activities. Application for a permit shall be made to the city. The application shall include the necessary information so that the city can determine the site's suitability for the intended use and that a compliant sewage treatment system will be provided.
- 2) A permit authorizing an addition to an existing structure shall stipulate that an identified failed sewage treatment system shall be reconstructed or replaced.
- 3) A water use permit from the City of East Bethel is required for all users withdrawing less than 10,000 gallons of water per day or less than 1,000,000 gallons per year from a public body of water. The pumping system must be enclosed in a structure not to exceed four feet by four feet and no more than two feet in height.

C. *Notification to the department of natural resources.*

- 1) Copies of all notices of any public hearing to consider variances, amendments, or conditional uses under local shoreland management controls shall be sent to the commissioner or the commissioner's designated representative and postmarked at least ten days before the hearings. Notices of hearings to consider proposed subdivisions/plats shall include copies of the subdivision/plat.
- 2) A copy of approved amendments and subdivisions/plats, and final decisions granting variances or conditional uses under local shoreland management controls shall be sent to the commissioner or the commissioner's designated representative and postmarked within ten days of final action.

D. *Variances.*

- 1) Variances may only be granted in accordance with Minnesota Statutes. No variance may be granted for prohibited uses.
- 2) When a variance is approved after the department of natural resources has formally recommended denial in the hearing record, the notification of the approved variance shall be sent to the department of natural resources and include the city council's summary of the public record/testimony and the findings of facts and conclusions which supported the issuance of the variance.
- 3) For existing developments, the application for variance shall clearly demonstrate whether a conforming sewage treatment system is present for the intended use of the property. The variance, if issued, shall require reconstruction of a nonconforming sewage treatment system.

7. Shoreland classification system and land use districts.

- A. Shoreland classification system: The public waters of the city have been classified below and are consistent with the criteria found in Minnesota Regulations, part 6120.3300, and the Protected Waters Inventory Map for Anoka County, Minnesota.

- 1) The shoreland area for the water bodies listed in this subpart [subsection 1)] shall be defined as land located within the following distances from public waters: 1,000 feet from the ordinary high water level of a lake, pond, or flowage, and 300 feet from a river or stream, or the landward extent of a floodplain on a river or stream, whichever is greater. The limits of shoreland areas may be reduced whenever the waters involved are bounded by topographic divides which extend landward from the waters for lesser distances and when approved by the commissioner of the DNR. Mutually inclusive with shoreland areas, the SL districts are shown on the official zoning map.

a) Lakes.

<i>Natural Environment Lakes</i>	<i>Protected Waters I.D.#</i>
Rice Lake	2-43
Lone Pine Lake	2-55
Booster Pond	2-56
Ned's Lake	2-57
Devil Lake	2-58
Deer Lake	2-59
Mud Lake	2-60
Goose Lake	2-62
Anderson Lake	2-63
Unnamed	2-64
Fish Lake	2-65
Unnamed	2-66
Unnamed	2-68
Unnamed	2-69

	Cooper's Lake	2-70
<i>Recreational Development Lakes</i>		
	Minard Lake	2-67
<i>General Development Lakes</i>		
	Coon Lake	2-42

b) Rivers and streams.

<i>Tributary Streams</i>		
	Cedar Creek	*

\*All protected watercourses in the city shown on the Protected Waters Inventory Map for Anoka County, a copy of which is hereby adopted by reference, not given a classification in items a) and b) above, shall be considered "tributary."

[B. Reserved.]

C. Land use districts:

- 1) Allowable land uses in the SL districts shall follow the permitted, accessory, conditional, and interim use designations as found in Section 40. General Zoning District Provisions of this ordinance, as may be amended, and as shown on the official zoning map of the city.
- 2) **Nonconformities: The land use districts adopted in this section of this ordinance shall apply to shoreland areas and their delineated boundaries on the official zoning map. All legally established nonconformities as of March 3, 1993, shall be managed according to Section 05. Nonconformities of this ordinance.**

8. Shoreland overlay district standards.

**A. Lot area and width standards. The lot area and lot width standards for single- and multiple-family residential lots created after the date of enactment of this ordinance shall meet the requirements of this section.**

Unsewered Lakes	Area	Width (feet)

Recreational Development	10 acres	150
General Development	10 acres	300
		553 does not meet this requirement
Natural Environment		
Cooper's Lake	10 acres	300
Mud Lake	10 acres	300
Ned Lake	10 acres	300
Deer Lake	80,000 sq. ft.	200
Devil Lake	80,000 sq. ft.	200
Rice Lake	80,000 sq. ft.	200
Goose Lake	80,000 sq. ft.	200
Fish Lake	80,000 sq. ft.	200
Anderson Lake	80,000 sq. ft.	200
Lone Pine Lake	80,000 sq. ft.	200
Booster Pond	80,000 sq. ft.	200
Unnamed 2-64	80,000 sq. ft.	200
Unnamed 2-66	80,000 sq. ft.	200
Unnamed 2-68	80,000 sq. ft.	200
Unnamed 2-69	80,000 sq. ft.	200

Sewered Lakes	Area	Width (feet)
Recreational Development	20,000 sq. ft.	80
General Development	15,000 sq. ft.	80
Natural Environment	40,000 sq. ft.	125
Unnamed 2-64	40,000 sq. ft.	125
Unnamed 2-66	40,000 sq. ft.	125
Unnamed 2-68	40,000 sq. ft.	125
Unnamed 2-69	40,000 sq. ft.	125

B. *[Standards for controlled access lots.]* Lots intended as controlled accesses to public waters or as recreation areas for use by Owners of nonriparian lots within subdivisions are permissible and must meet or exceed the following standards:

- 1) They shall meet the width and size requirements for residential lots, and be suitable for the intended uses of controlled access lots.
- 2) If docking, mooring, or over-water storage of more than six watercraft is proposed at a controlled access lot, the width of the lot (keeping the same lot depth) shall be increased by the percent of the requirements for riparian residential lots for each watercraft beyond six, consistent with the following table:

Controlled Access Lot Frontage Requirements	
<i>Ratio of Lake Size to Shore Length (acres/miles)</i>	<i>Required Increase in Frontage (percent)</i>
Less than 100	25
100—200	20
201—300	15
301—400	10

Greater than 400	5
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- 3) They shall be jointly owned by all purchasers of lots in the subdivision or by all purchasers of nonriparian lots in the subdivision who are provided riparian access rights on the access lot.
- 4) Covenants or other equally effective legal instruments shall be developed that specify which lot Owners have authority to use the access lot and what activities are allowed. The activities may include watercraft launching, loading, storage, beaching, mooring, or docking. They must also include other outdoor recreational activities that do not significantly conflict with general public use of the public water or the enjoyment of normal property rights by adjacent property Owners. The covenants must limit the total number of vehicles allowed to be parked and the total number of watercraft allowed to be continuously moored, docked, or stored over water, and must require centralization of all common facilities and activities in the most suitable locations on the lot to minimize topographic and vegetation alterations. They must also require all parking areas, storage buildings, and other facilities to be screened by vegetation or topography as much as practical from view from the public water assuming summer leaf-on conditions.

C. *Placement, design, and height of structures.*

- 1) *Lot area.* Only land above the ordinary high water level of public waters can be used to meet lot area standards, and lot width standards must be met at both the ordinary high water level and at the building line.
- 2) *Placement of structures on lots.* When more than one setback applies to a site, structures and facilities must be located to meet all setbacks. Where structures exist on the adjoining lots on both sides of a proposed building site, structure setbacks may be altered with an approved variance to conform to the adjoining setbacks from the ordinary high water level provided the proposed building site is not located in a shore impact zone or in a bluff impact zone. Structures shall be located as follows.

- a) Structure and on-site sewage system setbacks from ordinary high water level:

<i>Setbacks</i>			
	<i>Structures</i>		
<i>Classes of Public Waters</i>	<i>Sewered</i>	<i>Unsewered</i>	<i>Sewage Treatment System</i>
Lakes			
Natural	150 feet	150 feet	150 feet

Environment			
Recreational Dvlp	75 feet	100 feet	75 feet
General Dvlp	50 feet	75 feet - 553 Lakeshore does not meet this setback requirement	50 feet
Creeks and Streams	100 feet	100 feet	75 feet

b) Additional structure setbacks. The following additional structure setbacks apply regardless of the classification of the water body:

<i>Setback from</i>	<i>Setback</i>
Top of bluff	30 feet
Unplatted cemetery	50 feet
Right-of-way line of federal, state, or county highway	50 feet
Right-of-way line of town road, public street, or other roads or streets not classified – 553 does not meet this requirement on the Forest Road side	25 feet

c) Bluff impact zones. Structures and accessory facilities, except stairways and landings, must not be placed within bluff impact zones.

3) *Design criteria for structures.*

- a) *High water elevations.* Structures must be placed in accordance with any floodplain regulations applicable to the site. Where these controls do not exist, the elevation to which the lowest floor, including basement, is placed or flood-proofed is at a level at least three feet above the highest known water level or three feet above the ordinary high water level, whichever is less, of the lake, creek, or stream fronted by the property.

Water-oriented accessory structures may have the lowest floor placed lower than the elevation determined in this item if the structure is constructed of flood-resistant materials to that elevation, electrical and mechanical equipment is placed above that elevation, and if long-duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.

- b) *Accessory structures.* Said structures shall meet the normal structure setback in item c) of this subpart and comply with the following provisions:

- (1) The structure or facility must be treated or screened so as to be minimally visible from public waters and adjacent shorelands. Treatment techniques include, but are not limited to, use of vegetation, topography, increased setbacks or color, assuming summer leaf-on conditions;
  - (2) The structure or facility must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities.
- c) *Stairways, lifts, and landings.* Stairways and lifts shall be used for achieving access up and down bluffs and steep slopes to shore areas. Stairways and lifts shall meet the following design requirements:
- (1) Stairways and lifts shall not exceed four feet in width on residential lots. Wider stairways may be used for commercial properties and public recreational properties.
  - (2) Landings for stairways and lifts on residential lots shall not exceed 32 square feet in area. Landings larger than 32 square feet may be used for commercial properties and public recreational properties.
  - (3) Canopies or roofs are not allowed on stairways, lifts, or landings.
  - (4) Stairways, lifts, and landings may be either constructed above the ground on posts or pilings, or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion by following the Minnesota Pollution Control Agency's (MPCA) best management practices.
  - (5) Stairways, lifts, and landings shall be located in the most visually inconspicuous portions of lots, as viewed from the surface of the public water, assuming summer leaf-on conditions whenever practical.
  - (6) Facilities such as ramps, lifts, or mobility paths for physically handicapped persons shall be allowed for achieving access to shore areas provided that the dimensional and performance standards of subitems 1 through 5 are complied with in addition to the requirements of Minnesota Regulations, chapter 1340.
  - (7) Significant historic sites. No structure shall be placed on a significant historic site in a manner that affects the values of the site unless adequate information about the site has been removed and documented in a public repository. Any alteration to or use of an historic site shall be subject to applicable historic preservation regulations.
  - (8) Steep slopes. The zoning administrator shall evaluate possible soil erosion impacts and development visibility from public waters before issuing a permit for construction of sewage treatment systems, roads, driveways, structures, or other improvements on steep slopes. When determined necessary, conditions must be attached to issued permits to prevent erosion and to preserve existing vegetative screening of structures, vehicles, and other facilities as viewed from the surface of public waters assuming summer leaf-on conditions.
- 4) *Height of structures.* All structures in residential districts, except churches and non-residential agricultural structures, shall not exceed 30 feet in height to the eave line of a residence or 30 feet total height for other structures.

- 5) For lakes, rivers, and streams, the lowest floor level must be placed at a level at least three feet above the highest known water level, or three feet above the ordinary high water level, whichever is greater.
- D. *Shoreland alterations.* Alterations to vegetation and topography shall be regulated to preserve shoreland aesthetics, preserve historic values, prevent bank slumping, fix nutrients, protect fish and wildlife habitat, and prevent erosion into public waters, according to the MPCA's Best Management Practices.
- 1) Vegetation alterations. Vegetation alterations necessary for the construction of structures, sewage treatment systems, roads, and parking areas as regulated by subpart 6 of this subdivision [item 9 of this section 57] are exempt from the vegetation alteration standards that follow.
  - 2) Removal or alteration of vegetation within an SL district, except for agricultural and forest management uses as regulated in subparts b and c of subpart 8 of this subdivision [subsections B. and C. of item 11 of this section 57], respectively, is allowed subject to the following standards:
    - a) Intensive vegetation clearing within the shore and bluff impact zones and on steep slopes is not allowed. Intensive vegetation clearing for forest land conversion to another use outside of these areas but within an SL District is allowable as a conditional use if an erosion control and sedimentation plan is developed and approved by the soil and water conservation district in which the property is located.
    - b) In shore and bluff impact zones and on steep slopes, limited clearing of trees and shrubs and cutting, pruning, and trimming of trees is allowed to provide a view of the water from the principal dwelling site and to accommodate the placement of stairways, landings, picnic areas, access paths, livestock watering areas, beach and watercraft access areas, and permitted water-oriented accessory structures or facilities, provided that:
      - (1) The screening of structures, vehicles, or other facilities as viewed from the water, assuming summer leaf-on conditions, is not substantially reduced;
      - (2) Existing shading of water surfaces is preserved along rivers, creeks, and streams; and
      - (3) The above provisions are not applicable to the removal of trees, limbs, or branches that are dead, diseased, or pose safety hazards in which case responsible removal is allowed.
- E. *Topographic alterations/grading and filling.*
- 1) Grading, filling, and excavations necessary for the construction of structures, sewage treatment systems, and driveways under validly-issued construction permits for these facilities do not require the issuance of a separate grading and filling permit. However, the grading and filling standards in this subpart shall be incorporated into the issuance of permits for construction of structures, sewage treatment systems, and driveways hereafter.

- 2) Public roads and parking areas are regulated by subpart 6 of this subdivision [item 9 of this section 57].
- 3) Notwithstanding items 1.) and 2.) above, a grading and filling permit will be required for:
  - a) The movement of more than ten cubic yards of material on steep slopes or within shore or bluff impact zones; and
  - b) The movement of more than 50 cubic yards of material outside of steep slopes and shore and bluff impact zones within an SL District.
- 4) The following considerations and conditions must be adhered to during the issuance of construction permits, grading and filling permits, conditional use permits, variances, and subdivision approvals:
  - a) Grading or filling in any type 2, 3, 4, 5, 6, 7, or 8 wetland must be evaluated to determine how extensively the proposed activity would affect the following functional qualities of the wetland:
    - (1) Sediment and pollutant trapping and retention;
    - (2) Storage of surface runoff to prevent or reduce local flooding;
    - (3) Protection of fish and wildlife habitat;
    - (4) Recreational use;
    - (5) Shoreline or bank stabilization; and
    - (6) Noteworthiness, including special qualities such as historic significance, critical habitat for endangered plants and animals, or others.

This evaluation must also include a determination of whether the wetland alteration being proposed requires permits, reviews, or approvals by other local, state, or federal agencies, such as a watershed district, the Minnesota DNR, or the U.S. Army Corps of Engineers.

- a) [b] Alterations shall be designed and conducted in a manner that ensures only the smallest amount of bare ground is exposed for the shortest time possible;
- b) [c] Mulches or similar materials shall be used where necessary for temporary bare soil coverage, and a permanent vegetation cover must be established as soon as possible;
- c) [d] Methods to minimize soil erosion and to trap sediments before they reach any surface water feature shall be used;
- d) [e] Altered areas must be stabilized to acceptable erosion control standards consistent with the Anoka County Soil and Water Conservation Districts and the U.S. Soil Conservation Service;
- e) [f] Fill or excavated material shall not be placed in a manner that creates an unstable slope;

- f) [g)] Plans to place fill or excavate material on steep slopes shall be reviewed by qualified professionals to promote continued slope stability and must not create finished slopes of 30 percent or greater;
- g) [h)] Fill or excavated material shall not be placed in bluff impact zones;
- h) [i)] Any alterations below the ordinary high water level of public waters must first be authorized by the DNR Commissioner under Minnesota Statutes.
- i) [j)] Alterations to topography shall only be allowed if they are accessory to permitted or conditional uses and do not adversely affect adjacent or nearby properties;
- j) [k)] Placement of natural rock riprap, including associated grading of the shoreline and placement of a filter blanket, is permitted if the finished slope does not exceed three feet horizontal to one foot vertical, the landward extent of the riprap is within ten feet of the ordinary high water level, and the height of the riprap above the ordinary high water level does not exceed three feet.

9. Placement and design of roads, driveways, and parking areas.

- A. Public and private roads and parking areas shall be designed to take advantage of natural vegetation and topography to achieve maximum screening from view from public waters. Documentation shall be provided by a qualified professional that all roads and parking areas are designed and constructed to minimize and control erosion to public waters consistent with the requirements of the Anoka Conservation District.
- B. Roads, driveways, and parking areas must meet structure setbacks and shall not be placed within bluff and shore impact zones when other reasonable and feasible placement alternatives exist. If no alternatives exist, they may be placed within these areas and must be designed to minimize adverse impacts.
- C. Public and private watercraft access ramps, approach roads, and access-related parking areas may be placed within shore impact zones provided the vegetative screening and erosion control conditions of this subpart are met. For private facilities, the grading and filling provisions of subpart 5 of this subdivision [subsection E. of item 8 of this section 57] must be met.

10. Stormwater management.

The following general and specific standards shall apply:

A. *General standards.*

- 1) When possible, existing natural drainageways, wetlands, and vegetated soil surfaces must be used to convey, store, filter, and retain stormwater runoff before discharge to public waters.
- 2) Development shall be planned and conducted to minimize the extent of disturbed areas, runoff velocities, erosion potential, and runoff volumes. Disturbed areas must be stabilized and protected as soon as possible and sediment must be retained on-site.
- 3) When development density, topographic features, and soil and vegetation conditions are not sufficient to adequately handle stormwater runoff using natural features and

vegetation, various types of constructed facilities such as diversions, settling basins, skimming devices, dikes, waterways, and ponds may be used. Preference must be given to designs using surface drainage, vegetation, and infiltration rather than buried pipes and manmade materials and facilities.

B. *Specific standards.*

- 1) Impervious surface coverage of lots shall not exceed 25 percent of the lot area. 553 Lakeshore when combined with 179 Forest Road should meet this standard.(subject to survey) Standing alone only it does not.
- 2) When constructed facilities are used for stormwater management, documentation must be provided by a qualified professional that they are designed and installed consistent with the Anoka Conservation District requirements.
- 3) Newly-constructed stormwater outfalls to public waters must provide for filtering or settling of suspended solids and skimming of surface debris before discharge.

11. Special provisions for commercial, industrial, public/semi-public, agricultural, forestry, and extractive uses and mining of metallic minerals and peat.

A. *Standards for commercial, industrial, public, and semi-public uses.*

- 1) Surface water-oriented commercial uses and industrial, public, or semi-public uses with similar needs to have access to and use of public waters may be located on parcels or lots with frontage on public waters. Those uses must meet the following standards:
  - a) In addition to meeting impervious coverage limits, setbacks, and other zoning standards in this ordinance, the uses must be designed to incorporate topographic and vegetative screening of parking areas and structures.
  - b) Uses that require short-term watercraft mooring for patrons must centralize these facilities and design them to avoid obstructions of navigation and to be the minimum size necessary to meet the need.
  - c) Uses that depend on patrons arriving by watercraft may use signs and lighting to convey needed information to the public, subject to the following general standards:
    - (1) No advertising signs or supporting facilities for signs may be placed in or upon public waters. Signs conveying information or safety messages may be placed in or on public waters by a public authority or under a permit issued by the county sheriff.
    - (2) Signs may be placed, when necessary, within the shore impact zone if they are designed and sized to be the minimum necessary to convey needed information.
    - (3) Other outside lighting may be located within the shore impact zone or over public waters if it is used primarily to illuminate potential safety hazards and is shielded or otherwise directed to prevent direct illumination out across public waters. This does not preclude use of navigational lights.

- 2) Commercial, industrial, public, and semi-public uses without water-oriented needs must be located on lots or parcels without public waters frontage, or, if located on lots or parcels with public waters frontage, must either be set back double the normal ordinary high water level setback or be substantially screened from view from the water by topography or vegetation, assuming summer leaf-on conditions.

B. *Agriculture use standards.*

- 1) General cultivation farming, grazing, nurseries, horticulture, truck farming, sod farming, and wild crop harvesting are permitted uses if steep slopes and shore and bluff impact zones are maintained in permanent vegetation or operated under an approved conservation plan consistent with the Anoka Conservation District requirements or the U.S. Soil Conservation Service, as provided by a qualified professional or agency.
- 2) The shore impact zone for parcels with permitted agricultural land uses is equal to a line parallel to and 50 feet from the ordinary high water level.

C. *Forest management standards.* The harvesting of timber and associated reforestation must be conducted consistent with the provisions of the Minnesota Nonpoint Source Pollution Assessment—Forestry, and the provisions of Water Quality in Forest Management "Best Management Practices in Minnesota."

D. *Extractive use standards.*

- 1) *Site development and restoration plan.* An extractive use site development and restoration plan must be developed, approved, and followed over the course of operation of the site. The plan must address dust, noise, possible pollutant discharges, hours and duration of operation, and anticipated alterations to vegetation and topography. It must also identify actions to be taken during operation to mitigate adverse environmental impacts, particularly erosion, and must clearly explain how the site will be rehabilitated after extractive activities end.
- 2) *Setbacks for processing machinery.* Processing machinery must be located consistent with setback standards for structures from ordinary high water levels of public waters and from bluffs.

C[E]. *Mining of metallic minerals and peat.* Mining of metallic minerals and peat, as defined in Minnesota Statutes, shall be a permitted use provided the provisions of Minnesota Statutes and all city ordinances are satisfied.

## 12. Conditional and interim uses.

Conditional and interim uses allowable within shoreland areas shall be subject to the review and approval procedures established in Section 04. Applications and Procedures of this ordinance. The following additional evaluation criteria and conditions apply within shoreland areas:

- A. *Evaluation criteria.* A thorough evaluation of the water body and the topography, vegetation, and soils conditions on the site must be made to ensure:

- 1) The prevention of soil erosion or other possible pollution of public waters both during and after construction;
- 2) The visibility of structures and other facilities as viewed from public waters is limited;
- 3) The site is adequate for water supply and on-site sewage treatment;
- 4) The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.

B. *Conditions attached to conditional or interim use permits.* The city council, upon consideration of the criteria listed above and the purposes of this ordinance, shall attach such conditions to the issuance of the conditional or interim use permits as it deems necessary to fulfill the purposes of this ordinance. Such conditions may include, but are not limited to, the following:

- 1) Increased setbacks from the ordinary high water level;
- 2) Limitations on the natural vegetation to be removed or the requirement that additional vegetation be planted; and
- 3) Special provisions for the location, design, and use of structures, sewage treatment systems, watercraft launching and docking areas, and vehicle parking areas.

### 13. Water supply and sewage treatment.

A. *Water supply.* Any public or private supply of water for domestic purposes must meet or exceed standards for water quality of the Minnesota Department of Health and the MPCA.

B. *Sewage treatment.* Any premises used for human occupancy must be provided with an adequate method of sewage treatment as follows: **553 does not have a septic system.**

- 1) **Publicly owned sewer systems must be used where available.**
- 2) **All private sewage treatment systems must meet or exceed the MPCA standards for individual sewage treatment systems contained in the document titled, "Individual Sewage Treatment Systems Standards, Chapter 7080."**
- 3) **On-site sewage treatment systems must be set back from the ordinary high water level in accordance with the setbacks contained in this section.**
- 4) **All proposed sites for individual sewage treatment systems shall be evaluated in accordance with the criteria in this section. If the determination of a site's suitability cannot be made with publicly available and existing information, it shall then be the responsibility of the applicant to provide sufficient soil borings and percolation tests from on-site field investigations.**

**Evaluation criteria:**

- a) **Depth to the highest known or calculated groundwater table and bedrock.**
- b) **Soil conditions, properties, and permeability.**

- c) Slope.
- d) The existence of lowlands, local surface depressions, and rock outcrops.
- 5) All lots must have sufficient area for the construction of two soil treatment areas, wherever possible.
- 6) Nonconforming sewage treatment systems shall be regulated and upgraded in accordance with Section 13. [General Residential Building Standards] of this subdivision.

14. Nonconformities. – 553 Lakeshore lost its status as a legal nonconforming Principal structure when a portion of the cabin was removed and the septic was taken out. Allowed to keep the garage as a legal nonconforming structure provided it is combined with 179 Forest Rd.

All legally established nonconformities as of the date of this ordinance may continue, but they will be managed according to applicable state statutes and Section 04. Applications and Procedures of this ordinance for the subjects of alterations and additions, repair after damage, discontinuance of use, and intensification of use; except that the following standards will also apply in shoreland areas:

A. *Construction on nonconforming lots of record.*

- 1) Lots of record in the Office of the Anoka County Recorder on the date of enactment of local shoreland controls that do not meet requirements of this section may be allowed as building sites without variances from lot size requirements provided the use is permitted in the zoning district, the lot has been in separate Ownership from abutting lands at all times since it became substandard, the lot was created compliant with official controls in effect at the time, and sewage treatment and setback requirements of this ordinance are met.
- 2) A variance from setback requirements must be obtained before any use, sewage treatment system, or building permit is issued for a lot. In evaluating the variance, the planning commission shall consider sewage treatment and water supply capabilities and constraints of the lot and shall deny the variance if adequate facilities cannot be provided.
- 3) If, in a group of two or more contiguous lots under the same Ownership, any individual lot does not meet the requirements of this section, the lot must not be considered as a separate parcel of land for the purposes of sale or development. The lot must be combined with the one or more contiguous lots so they equal one or more parcels of land, each meeting the requirements of the ordinance as much as possible.

B. *Additions/expansions to nonconforming structures.*

- 1) All additions or expansions to the outside dimensions of an existing nonconforming structure must meet the setback, height, and other requirements of this section. Any deviation from these requirements must be authorized by a variance in accordance with Section 04. Applications and Procedures.

- 2) Deck additions may be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria and standards are met:
  - a) The structure existed on the date the structure setbacks were established.
  - b) A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure.
  - c) The deck encroachment toward the ordinary high water level does not exceed 15 percent of the existing setback of the structure from the ordinary high water level or does not encroach closer than 30 feet, whichever is more restrictive.
  - d) The deck is constructed primarily of wood, and is not roofed or screen-enclosed.

C. *Nonconforming sewage treatment systems.*

- 1) A sewage treatment system not meeting the requirements of subpart 10 of this subdivision must be upgraded, at a minimum, at any time a permit or variance of any type is required for any improvement on or use of the property, prior to issuance of any permits. For the purposes of this provision, a sewage treatment system shall not be considered nonconforming if the only deficiency is the sewage treatment system's improper setback from the ordinary high water level.
- 2) The city council has by formal resolution notified the DNR Commissioner of its program to identify nonconforming sewage treatment systems. The city will require upgrading or replacement of any nonconforming system identified by this program within a reasonable period of time not to exceed ten months. Sewage systems installed according to all applicable local shoreland management standards adopted under Minnesota Statutes in effect at the time of installation may be considered as conforming unless they are determined to be failing, except that systems using cesspools, leaching pits, seepage pits, or other deep disposal methods, or systems with less soil treatment area separation above groundwater than required by the MPCA for design of on-site sewage treatment systems, shall be considered nonconforming.

15. Subdivision/platting provisions.

- A. *Land suitability.* Each lot created through subdivision must be suitable in its natural state for the proposed use with minimal alteration. A suitability analysis shall consider susceptibility to flooding, existence of wetlands, soil and rock formations with severe limitations for development, severe erosion potential, steep topography, inadequate water supply or sewage treatment capabilities, near-shore aquatic conditions unsuitable for water-based recreation, important fish and wildlife habitat, presence of significant historic sites, or any other feature of the natural land likely to be harmful to the health, safety, or welfare of future residents of the proposed subdivision or of the city.
- B. *Consistency with other controls.* Subdivisions shall conform to all official controls of the city. A subdivision shall not be approved where a later variance from one or more standards in official controls would be needed to use the lots for their intended purpose. A subdivision shall not be approved unless domestic water supply is available and a

sewage treatment system consistent with this ordinance is installable and operable. Each lot shall meet the minimum lot size and dimensional requirements of this ordinance, including at least a minimum contiguous lawn area that is free of limiting factors sufficient for the construction of two standard soil treatment systems. Lots that would require use of holding tanks must not be approved.

C. *Information requirements.* The following information shall be required to determine land suitability:

- 1) Topographic contours at two foot intervals or less from U.S. Geological Survey maps or more accurate sources showing limiting site characteristics;
- 2) The surface water features required in Minnesota Statutes to be shown on plats obtained from U.S. Geological Survey quadrangle topographic maps or more accurate sources;
- 3) Adequate soils information to determine suitability for building and on-site sewage treatment capabilities for every lot from the most current existing sources or from field investigations such as soil borings, percolation tests, or other methods;
- 4) Information regarding adequacy of domestic water supply, extent of anticipated vegetation and topographic alterations, near-shore aquatic conditions, including depths to and types of bottom sediments and aquatic vegetation, and proposed methods for controlling stormwater runoff and erosion, both during and after construction activities;
- 5) Location of 100-year floodplain areas and floodway districts from existing adopted maps or data; and
- 6) A line or contour representing the ordinary high water level, the "toe" and the "top" of bluffs, and the minimum building setback distances from the top of the bluff and the lake or stream.

D. *Dedications.* When a land or easement dedication is a condition of subdivision approval, the approval must provide easements over natural drainage or ponding areas for management of stormwater and significant wetlands.

E. *Platting.* All subdivisions that create lots or parcels that are less than five acres in size, have less than 300 feet road frontage and width on a publicly-maintained street, or if a street is to be constructed or dedicated for the purpose of subdividing, shall be processed as a plat in accordance with the city's subdivision ordinance.

F. *Controlled access or recreational lots.* Lots intended as controlled accesses to public waters or for recreational use areas for use by nonriparian lots within a subdivision shall meet or exceed the sizing criteria in this section.

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