

City of East Bethel Planning Commission Agenda

7:00 PM
April 24, 2012



- | | Item |
|---------|--|
| 7:00 PM | 1.0 Call to Order |
| 7:02 PM | 2.0 Adopt Agenda |
| 7:04 PM | 3.0 Public Hearing/Interim Use Permit – A request by owners, Keith and Katy Murschel, to obtain an Interim Use Permit for three (3) ponies and one (1) horse. The location being 954 197 th Ave. NE, East Bethel, MN 55011, PIN 30 33 23 11 0009. The Zoning Classification for this property is R-1 Single Family Residential. |
| 7:15 PM | 4.0 Public Hearing/Interim Use Permit – A request by owner, Tim Chies, and applicant, Jordan Valder, for an Interim Use Permit to conduct Automotive and/or Motorcycle Internet Distribution Sales. The location being 18805 Highway 65 NE, Suite A, East Bethel, MN 55011, PIN 32 33 23 12 0009. The Zoning Classification is B-3 Highway Business. |
| 7:30 PM | 5.0 Public Hearing/Concept Plan – To approve a request by owner, CD Properties North LLC, for a Concept Plan for Classic Commercial Park 2 nd Addition. The location being 18765 Ulysses Ave. NE and PIN 32 33 23 12 0009, East Bethel, MN 55011, PINs 32 33 23 12 0008 and 32 33 23 12 0009. The Zoning Classification is B-3 Highway Business. |
| 7:50 PM | 6.0 Approve March 27, 2012 Planning Commission Meeting Minutes |
| 7:55 PM | 7.0 City Council Report |
| 8:00 PM | 8.0 Adjourn |



City of East Bethel Planning Commission Agenda Information

Date:

April 24, 2012

Agenda Item Number:

3.0

Agenda Item:

Public Hearing - Interim Use Permit for Domestic Farm Animals for Keith and Katy Murschel

Requested Action:

Consider Granting an Interim Use Permit (IUP) for Three (3) Ponies and One (1) Horse in the R-1 Single Family Residential District. Property Located at 954 197th Ave. NE.

Background Information:

Keith and Katy Murschel
954 197th Ave. NE
East Bethel, MN 55011
PIN 303323110009

Mr. and Mrs. Murschel are requesting an IUP for the keeping of one (1) horse and three (3) ponies on a 10.5 acre parcel they recently purchased. An IUP for three (3) horses was approved in 2003; however, IUPs are not transferred when the property is sold.

East Bethel City Code Section 10. Article V. Farm Animals, requires that no animals that are regulated by the code can be kept on a parcel of land located within a platted subdivision or on any parcel of land of less than three (3) acres (130,680 square feet). The 10.5-acre parcel is not located within a platted subdivision.

There are no wetlands present on the 10.5-acre parcel. There is an existing barn to house the horses and three (3) fenced in pastures for rotating the livestock. City Code has a limit on the number of animals per parcel. Horses require one acre of pastureland per horse. Pasture land is defined as land with vegetation coverage used for grazing livestock. Pasture growth can consist of grasses, shrubs, deciduous trees or a mixture, not including wetlands.

City staff has conducted a site inspection. The property meets the requirements set forth in City Code for the keeping of farm animals.

Attachments:

- 1. Location Map
- 2. Application
- 3. Site Plan

Fiscal Impact:

Not Applicable

Recommendation:

Staff recommends Planning Commission hold a public hearing for the IUP request. After the public hearing, staff requests Planning Commission to recommend approval to City Council for an IUP to allow three (3) ponies and one (1) horse at 954 197th Avenue NE, PIN 30-33-23-11-0009, for Keith and Katy Murschel with the following conditions:

1. An Interim Use Permit Agreement must be signed and executed by the property owners and the City.
2. Property owners must comply with City Code Section 10. Article V. Farm Animals.
3. Permit shall expire when:
 - a. The property is sold, or
 - b. Non-compliance of IUP conditions
4. Property owners shall have thirty (30) days to remove approved domestic farm animals upon expiration of the IUP.
5. Property will be inspected and evaluated annually by city staff.
6. Conditions of the IUP must be met no later than August 1, 2012. IUP will not be issued until all conditions are met. Failure to meet conditions will result in the null and void of the IUP.
7. If the animal units change, the property owner must complete a Request for Change of Animal Units form available from the Planning Division. This form is intended to keep staff updated as to the number and type of regulated domestic farm animals kept on the property. The form will be kept in the address file.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



LAND USE APPLICATION

OFFICE USE ONLY
 Date Rec'd 3/20/12
 By [Signature]
 Fee \$ 150
 CR # 23184

HORSES

- Check appropriate box:
- VARIANCE CUP IUP FINAL PLAT
- BUSINESS CONCEPT PLAN PRELIMINARY PLAN SITE PLAN REVIEW OTHER _____

Application shall include the following items and be submitted thirty (30) days prior to scheduled meeting date.

Application is hereby made for 4H ponies + my horse → 3 ponies / 1 horse (provide narrative below describing proposed use).

We have ponies for our daughters 4h use, care and show.
We will use the enclosed pastures to keep them.

LOCATION: PID 30-33-23-11-0009 Legal: Lot 10.5 acres Block — Subdivision —

PROPERTY ADDRESS: 954-197th Ave NE PRESENT ZONING: R1-Single Family Residential

PROPERTY OWNER

CONTACT NAME Keith + Katy Murschel PHONE 763-434-5459
 ADDRESS 954 197th Ave NE FAX _____
 CITY/STATE/ZIP Cedar MN 55011 E-MAIL Kmursch@aol.com

APPLICANT

CONTACT NAME Same as above PHONE _____
 ADDRESS _____ FAX _____
 CITY/STATE/ZIP _____ E-MAIL _____

I fully understand that I must meet with City Staff to review all submission requirements and conditions prior to official submission, and that all of the required information must be submitted at least thirty (30) days prior to the Planning/Zoning Commission and City Council scheduled meeting dates to ensure review by City Staff.

[Signature] Property Owner's Signature Katy Murschel Printed Name 3/13/12 Date

OFFICE USE ONLY - DO NOT COMPLETE			
	Received	Approved/Denied	Notes
Community Dvlp.	<u>3/20/12</u>	_____	<u>IUP-12-04</u>
7pm Planning Commission	<u>April 24</u>	_____	
7:30pm City Council	<u>May 2</u>	_____	
<u>5/12/12</u> 60 Day		_____	120 Day

Attachment #2

3 box stalls in barn
3 pastures fully enclosed



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City of East Bethel Planning Commission Agenda Information

Date:

April 24, 2012

Agenda Item Number:

4.0

Agenda Item:

Public Hearing – Request for an Interim Use Permit in the B-3 Highway Commercial District for Automotive and/or Motorcycle Internet Distribution Sales. The Business Being Located at 18805 Highway 65 NE, Suite A

Requested Action:

Consider Granting an Interim Use Permit (IUP) for Jordan Valder, Valder's Vehicles, at the Property Located at 18805 Highway 65 NE, Suite A.

Background Information:

Property Owner:	Property Location:	Applicant:
Tim Chies	18805 Highway 65 NE, Suite A	Jordan Valder
7651 Old Central Ave.	PIN 32 33 23 12 0009	180 184 th Ln. NE
Fridley, MN 55432		East Bethel, MN 55011

Mr. Valder has rented a portion of the building located at 18805 Highway 65 to conduct business from the site. The business is known as Valder’s Vehicles which is defined as a motor vehicle and motorcycle internet distribution sales. This type of use is allowed in the B3 – Highway Business district with an IUP that is limited to no more than two (2) years, at which time the property owner and applicant will be required to re-apply for an IUP.

Valder’s Vehicles is an internet based business that sells used cars and new scooters. Most of the clientele will contact Mr. Valder to find a specific vehicle or they can look at vehicles on the business website. Once Mr. Valder finds a vehicle he brings it to the site to clean it up and makes an appointment for the client to look at the vehicle. Most times the client will purchase the vehicle; however, there are occasions when the vehicle is not purchased. If this is the case, Mr. Valder will place the vehicle on the website and will have it for sale on the lot.

The site will need a designated parking area for customers and for parking of stored vehicles. City Code Appendix A. Zoning, Section 22 regulates the number of parking stalls required. Mr. Valder is required to submit the size of the rented space so staff can calculate parking requirements. Areas where vehicles are parked or stored must comply with code requirements pertaining to size, striping, and identification.

According to state building and fire codes, a Certificate of Occupancy is required when the occupancy of a commercial building is changed. Mr. Chies and Mr. Valder are required to

comply with state building and fire codes. Satisfactory compliance will be determined by the fire and building safety departments.

This type of business is regulated by city code (Attachment 4). Mr. Valder will be required to meet all requirements of the code. Failure to comply will result in the revocation of the IUP.

Attachments:

1. Location Map
2. Application
3. Site Plan
4. Ordinance 36, Second Series

Fiscal Impact:

Not Applicable

Recommendation:

Staff requests Planning Commission recommend approval to City Council for an Interim Use Permit in the B-3 Highway Commercial District for Automotive and/or Motorcycle Internet Distribution Sales. The business being located at 18805 Highway 65 NE, Suite A with the following conditions:

- 1) At least ninety-five (95) percent of all sales shall be initiated and secured through internet communication between buyer and seller.
- 2) Exterior storage area for vehicles and/or motorcycles is limited to 4,000 square feet and shall not interfere with access to required parking spaces. Exterior storage is limited to no more than twenty (20) vehicles and/or motorcycles for a maximum of forty-five (45) days.
- 3) Parking areas must be identified, striped, and sized according to city code, Appendix A, Zoning, section 22.4, including accessible parking stalls.
- 4) Exterior storage of inoperable vehicles and/or motorcycles, equipment, parts, or materials used in the conduct of the business is prohibited.
- 5) Minor vehicle and motorcycle maintenance is permitted as an accessory use as to vehicles and/or motorcycles awaiting sale and delivery only, within a structure. All vehicles awaiting maintenance must be stored inside the principal structure. Body work is prohibited.
- 6) Life and safety inspection by the city building and fire departments must be completed and satisfactorily addressed by Applicant. A Certificate of Occupancy must be issued by the city building department.
- 7) Vehicle and/or motorcycle storage area shall be surfaced with concrete or bituminous and shall meet required parking setbacks. Vehicles and/or motorcycles must not be stored in the right-of-way.
- 8) All necessary state and city licenses shall be obtained prior to operation and displayed for public view during business hours.

9) Business owner must submit records of sales type as requested by city staff within fourteen (14) days of request.

10) An Interim Use Permit is limited to no more than two (2) years duration, upon initiation or renewal. Expiration date is May 31, 2014.

11) An Interim Use Permit Agreement must be executed no later than May 31, 2014 and all conditions must be met no later than July 1, 2012.

12) All signs associated with the use shall be in compliance with the East Bethel Sign Ordinance.

City Council Action

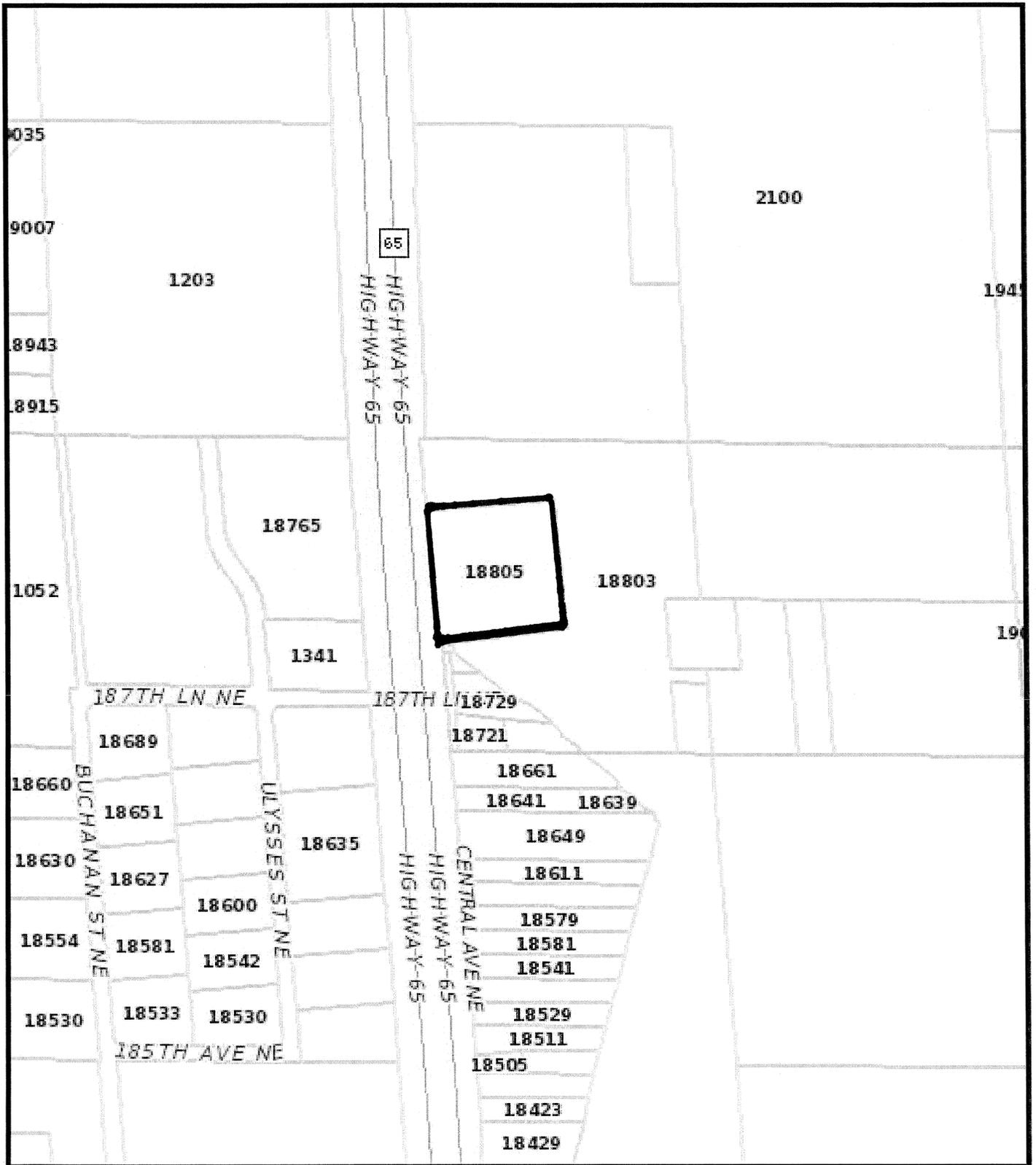
Motion by: _____

Second by: _____

Vote Yes: _____

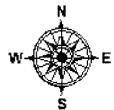
Vote No: _____

No Action Required: _____



Attachment #1

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LAND USE APPLICATION

OFFICE USE ONLY
 Date Rec'd _____
 By _____
 Fee \$ 150
\$300 escrow
 #935

Check appropriate box: VARIANCE CUP IUP FINAL PLAT
 BUSINESS CONCEPT PLAN PRELIMINARY PLAN SITE PLAN REVIEW OTHER _____

Application shall include the following items and be submitted thirty (30) days prior to scheduled meeting date.
 Application is hereby made for _____ (provide narrative below describing proposed use).

LOCATION: PID 32 33 23 12 0009 Legal: Lot _____ Block _____ Subdivision _____
 PROPERTY ADDRESS: 18805 ste. A Hwy 65 EAST BETHEL, MN 55011 PRESENT ZONING: _____

PROPERTY OWNER

CONTACT NAME Tim Chios PHONE 763-757-0743
 ADDRESS 7657 Old Central Ave FAX 763-757-6288
 CITY/STATE/ZIP Indle, MN 55432 E-MAIL tw.chios@akdeproperty.com

APPLICANT

CONTACT NAME JORDAN VALDER PHONE 763-498-4881
 ADDRESS 180 184th LN EAST BETHEL, MN 55011 FAX _____
 CITY/STATE/ZIP EAST BETHEL, MN 55011 E-MAIL Jordan@valdersvehicles.com

I fully understand that I must meet with City Staff to review all submission requirements and conditions prior to official submission, and that all of the required information must be submitted at least thirty (30) days prior to the Planning/Zoning Commission and City Council scheduled meeting dates to ensure review by City Staff.

[Signature]
 Property Owner's Signature

Timothy W. Chier
 Printed Name
JORDAN PAUL VALDER

03-30-2012
 Date
03-30-2012

OFFICE USE ONLY - DO NOT COMPLETE

	Received	Approved/Denied	Notes
Community Dvlp. Public Hearing Planning Commission 30 City Council	<u>4/24/12</u> <u>5/2/12</u>	_____	
<u>6/4/12</u> 60 Day _____ 120 Day			

Attachment #2

Executive Summary 07/20/2011

There is a need in East Bethel for a large selection of quality used cars, and Valders Vehicles will sell these top-quality used vehicles at a competitive price. The owner and General Manager have over 25 years of combined experience in new and used auto sales. We will continue to develop our excellent working relationship with local dealers and auctions to bring the savings to the customer.

We will be successful because we offer something different; a pleasant car buying experience. We will create a purchasing environment that caters to the customer's wants and needs. We are selling a professional service and an experience in car buying that will bring customers back time and time again, as well as referring friends and family. We estimate an optimistic gross margin over the industry average driving revenue back into our own city.

1.1 Objectives

100% customer satisfaction, measured through repeat customers, referrals and surveys.

To achieve and surpass the industry average profit margin within the first two-years.

To achieve a respectable net profit by year two.

1.2 Mission

Valders Vehicles will provide a unique car buying experience to the customers in the city of East Bethel and the surrounding Anoka county area. One that focuses on customer satisfaction first. We understand that vehicle purchasing is a necessary, but sometimes unpleasant experience. Our goal is to provide the customers with an enjoyable, honest service by satisfying individual customers practical transportation needs with a quality product.

We also believe it is important to have quality vehicles at a low cost; Our Company will make a profit by generating sales. It will provide job satisfaction and fair compensation to its employees, and a fair return to its owners and the city. Hard work and performance is rewarded through bonuses and commissions. Job satisfaction is very important for employees and owners; we will create a work environment that is enjoyable and profitable for all, including the city of East Bethel.

1.3 Keys to Success

To succeed in this business we must:

Secure an excellent high-traffic location.

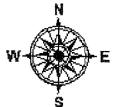
Establish a network of suppliers, in order to buy and sell products that are of the highest reliability and quality, at a competitive price.

Ensure customer satisfaction by encouraging the two most important values, honor and integrity.

Valders Vehicles **Fair Honest Service**



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

ORDINANCE NO. 36, SECOND SERIES

**AN ORDINANCE AMENDING APPENDIX A. ZONING, OF THE
EAST BETHEL CITY CODE**

The City Council of the City of East Bethel, Anoka County, Minnesota does hereby ordain as follows:

Section 01. GENERAL PROVISIONS OF ADMINISTRATION

Materials Recovery: The collection, storage, sorting, separation, processing, sale, use, or reuse of discarded materials, substances, or products contained within or derived from waste.

Medical Uses: Those uses concerned with the diagnosis, treatment, and care of human beings.

Mn/DOT: Minnesota Department of Transportation.

Motel: An establishment containing rooming units designed primarily to provide sleeping accommodations for transient lodgers, with rooms having a separate entrance providing direct access to the outside, and providing automobile parking located adjacent to or near sleeping rooms.

Motor Vehicle and/or Motorcycle Internet Distribution Sales (only): A business predicated on sales through internet communication elements of which consist of the following: at least ninety-five (95) percent of all sales are initiated and secured through internet communication between buyer and seller; the business has no pre-sale acquired inventory; all sales are substantially completed before the product is delivered to the business site for delivery to the customer; there is minimal need for automotive storage on site with the exception of automobiles awaiting customer pickup; there is limited need for exterior storage, and no automotive repair or maintenance is conducted outdoors.

Motorcycle: Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, including motor scooters and bicycles with motor attached, excluding tractors as defined by Minn. Stat. 169.011 Subd 44.

MPCA: Minnesota Pollution Control Agency.

Mining: The excavation, removal, storage, or processing of sand, gravel, rock, soil, clay, or other deposits in excess of one (1) acre.

Mixed Municipal Solid Waste: Garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates

creates for collection. Auto hulks, street sweepings, ash, construction debris, industrial wastes, mining waste, sludges.

SECTION 47
HIGHWAY COMMERCIAL (B-3) DISTRICT

5. Interim Uses

- A. Grading activities that move more than 1,000 cubic yards of material per acre.
- B. Drive-thru Services.
- C. Communication Towers.
- D. Motor Vehicle and/or Motorcycle Internet Distribution Sales; limited to no more than a two(2)-year permit.
- E. Other uses similar to those permitted in this section as determined by the City Council.

6. Certificate of Compliance

Temporary/Seasonal Sales as permitted in Section 01. General Provisions of Administration.

7. Development Regulations

A. Minimum Lot Requirements.

1) Lot Area

a) With sewer and water 23,000 square feet

b) Without sewer and water 10 acres

2) Lot Width 100 feet (with or without sewer)

B. Setbacks.

1) Front Yard 40 feet

a) City right-of-way 40 feet

b) State/County right-of-way 100 feet

2) Side Yard 10 feet

SECTION 10

GENERAL DEVELOPMENT REGULATIONS

19. Motor Vehicle and/or Motorcycle Internet Distribution Sales

- A. An interim use permit is required and is limited to no more than two (2) years in duration, upon initiation or renewal.
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 - 5) Vehicle and/or motorcycle storage area shall be surfaced with concrete or bituminous and shall meet required parking setbacks. Vehicles and/or motorcycles must not be stored in the right-of-way.
 - 6) All necessary state and city licenses shall be obtained prior to operation and displayed for public view during business hours.
 - 7) Business owner must submit records of sales type as requested by city staff within fourteen (14) days of request.
 - 8) All signs associated with the use shall be in compliance with the East Bethel Sign Ordinance.

Adopted by the City Council of the City of East Bethel, Minnesota, this 4th day of April, 2012.

For the City:

Richard Lawrence, Mayor

ATTEST:

Jack Davis, City Administrator

Adopted: April 4, 2012
Summary Published: April 13, 2012
Effective: April 13, 2012

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

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A. Minimum Lot Requirements.

1) Lot Area

- a) With sewer and water 23,000 square feet
- b) Without sewer and water 10 acres

2) Lot Width

100 feet (with or without sewer)

B. Setbacks.

1) Front Yard

40 feet

a) City right-of-way

40 feet

b) State/County right-of-way

100 feet

2) Side Yard

10 feet

SECTION 10

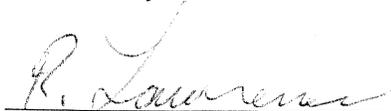
GENERAL DEVELOPMENT REGULATIONS

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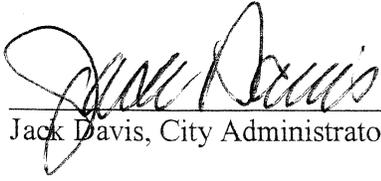
Adopted by the City Council of the City of East Bethel, Minnesota, this 4th day of April, 2012.

For the City:



Richard Lawrence, Mayor

ATTEST:



Handwritten signature of Jack Davis in cursive script, positioned above a horizontal line.

Jack Davis, City Administrator

Adopted: April 4, 2012
Summary Published: April 13, 2012
Effective: April 13, 2012



City of East Bethel Planning Commission Agenda Information

Date:

April 24, 2012

Agenda Item Number:

5.0

Agenda Item:

Concept Plan for Classic Commercial Park 2nd Addition

Requested Action:

Consider approval of a concept plan for a commercial development known as Classic Commercial Park 2nd Addition

Background Information:

Property Owner/Applicant:

Curt Strandlund
CD Properties North
18542 Ulysses St. NE
East Bethel, MN 55011

Property Locations:

18765 Ulysses St. NE and PIN 323323120009
East Bethel, MN 55011
PINs: 32-33-23-12-0008 & 32-33-23-12-0008
B3 Highway Commercial District

Mr. Strandlund is proposing a concept plan for a commercial development known as Classic Commercial Park 2nd Addition. The 1st Addition was finalized in April 2006. The 19.46 acres parcel is proposed to be developed into two (2) commercial parcels and one (1) outlot that will be further subdivided in the future. The proposed lots meet area and dimensional requirements as required by the zoning ordinance. Municipal sewer and water will be stubbed to each of the parcels.

The City Engineer and City Attorney have reviewed the concept plan and have provided comments as Attachments 4 and 5. Mr. Strandlund will continue to work with staff to satisfy all comments of the City Engineer, City Attorney, and staff during the platting process.

Streets/Access

The main ingress/egress to and from the development is from 187th Lane and Ulysses Street. Ulysses will be extended approximately 300 feet to the north to access the new parcels. The existing temporary cul-de-sac easement will be vacated and a new temporary cul-de-sac easement will be recorded. The easement will remain in place until such time as Ulysses is further extended to the north.

Park Dedication

Park and trail dedication was paid in full during the Classic Commercial Park 1st Addition. As stated in the Developers Agreement executed on April 15, 2006, *future subdivision of any part of the subject property will be exempt from additional park/trail dedication requirements* (Attachment 6).

Attachments:

1. Location Map
2. Applicant's Application
3. Concept Plan
4. Letter From City Engineer
5. Letter From City Attorney
6. Development Agreement from CCP 1st Addition

Fiscal Impact:

Undetermined as this time

Recommendations:

Staff requests the Planning Commission hold a public hearing and to recommend concept plan approval to the City Council for the proposed subdivision known as Classic Commercial Park 2nd Addition with the following conditions:

1. All concerns of the City Engineer and City Attorney must be considered for the concept plan to move forward as a preliminary plat.

City Council Action

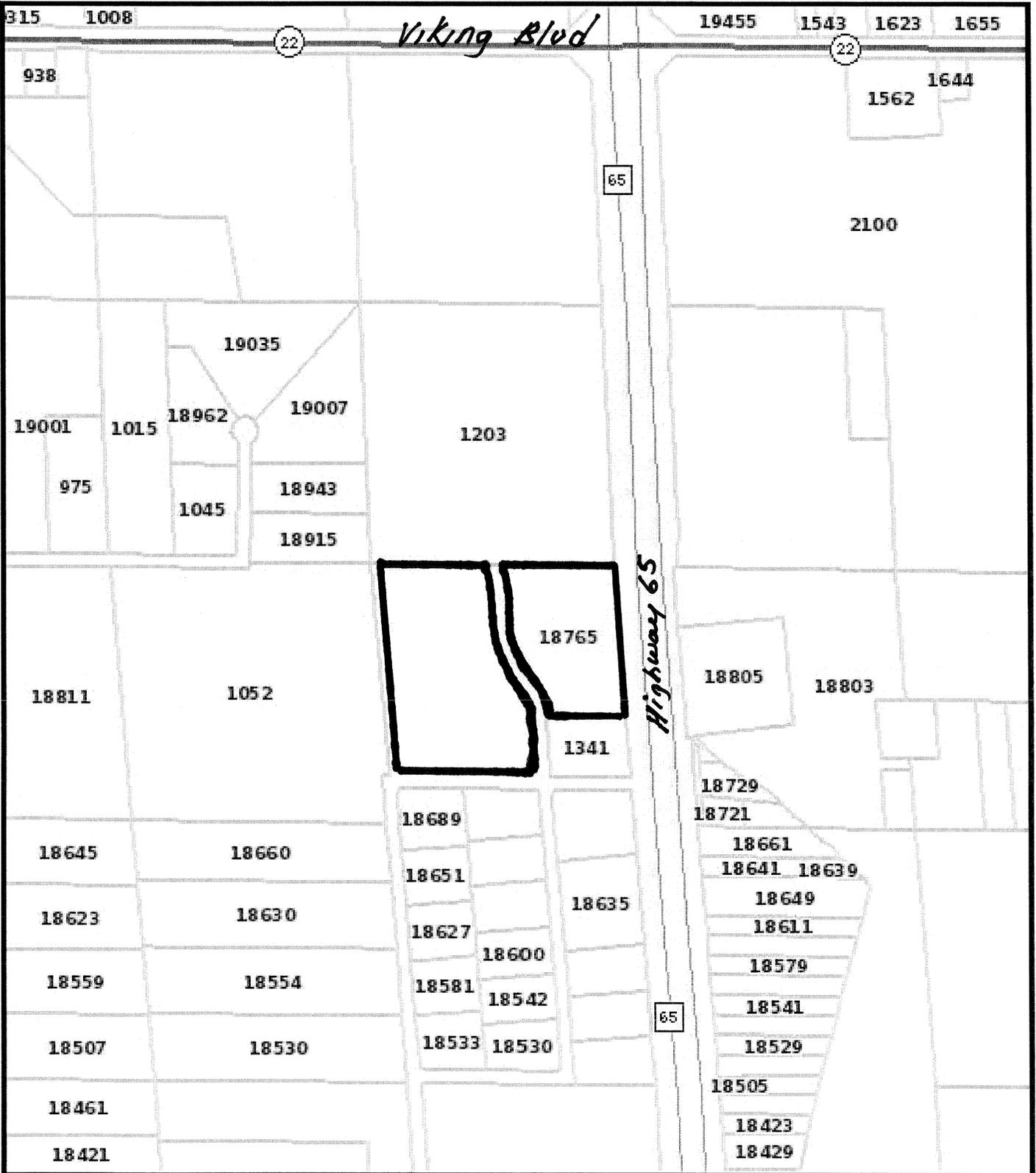
Motion by: _____

Second by: _____

Vote Yes: _____

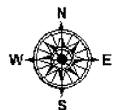
Vote No: _____

No Action Required: _____



Attachment #1

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LAND USE APPLICATION

OFFICE USE ONLY
 Date Rec'd 4/5/12
 By [Signature]
 Fee \$ 500 app
500 escrow
CR # 56415

- Check appropriate box: VARIANCE CUP IUP FINAL PLAT
 CONCEPT PLAN PRELIMINARY PLAT SITE PLAN REVIEW OTHER _____

Application shall include the following items and be submitted thirty (30) days prior to scheduled meeting date.

Application is hereby made for _____ (provide narrative below describing proposed use).
Subdivision of 2 existing lots into 4 total parcels. One of the lots will be the existing Village Bank parcel. Two others will be for future construction of commercial buildings. The last lot will be an Outlot for future development.

LOCATION: PID 32-33-23-21-0009 Outlot A
32-33-23-21-0008 Legal: Lot 1 Block 1 Subdivision CLASSIC COMM. PARK

PROPERTY ADDRESS: 18765 Ulysses Street NE, and _____ PRESENT ZONING: B-3 _____

PROPERTY OWNER

CONTACT NAME Curt Strandlund- CD PROPERTIES NORTH PHONE 763-434-8870
 (and Village Bank)
 ADDRESS 18542 Ulysses Street NE FAX 763-434-7120
 CITY/STATE/ZIP East Bethel, MN 55011 E-MAIL: Curt@classicconstructioninc.com

APPLICANT

CONTACT NAME (SAME AS ABOVE) PHONE _____
 ADDRESS _____ FAX _____
 CITY/STATE/ZIP _____ E-MAIL _____

I fully understand that I must meet with City Staff to review all submission requirements and conditions prior to official submission, and that all of the required information must be submitted at least thirty (30) days prior to the Planning/Zoning Commission and City Council scheduled meeting dates to ensure review by City Staff.

[Signature]
 Property Owner's Signature

Donald - Kevin Curtis & Strandlund 4-3-12
 Printed Name Date

OFFICE USE ONLY - DO NOT COMPLETE			
	Received	Approved/Denied	Notes
Community Dvlp.	_____	_____	
Planning Commission	<u>4/24/12</u>	_____	
City Council	<u>5/2/12</u>	_____	
<u>6/4/12</u> 60 Day _____ 120 Day			

Attachment #2

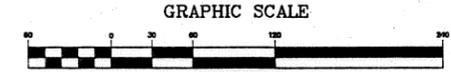
CONCEPT PLAN ~of~ CLASSIC COMMERCIAL PARK 2ND ADDITION

DEVELOPER:
CLASSIC CONSTRUCTION
 18542 ULYSSES ST. NE
 EAST BETHEL, MN 55011
 (763) 434-8870

EXISTING PROPERTY DESCRIPTION:

Lot 1, Block 1 and Outlot A, CLASSIC COMMERCIAL PARK, Anoka County, Minnesota.

NORTH



BENCHMARK

BENCHMARK: MNDOT DENN
 ELEVATION = 899.145 (NAVD 88)

ZONING INFORMATION

EXISTING ZONING = HIGHWAY COMMERCIAL (B-3) DISTRICT

LOT STANDARDS:
 -23,000sf MINIMUM LOT SIZE.
 -100 FOOT MINIMUM LOT WIDTH.

BUILDING SETBACKS:
 -40 FEET FRONT - ADJOINING CITY RIGHT OF WAY.
 -100 FEET FRONT - ADJOINING STATE/COUNTY RIGHT OF WAY.
 -10 FEET SIDE - INTERIOR
 -40 FEET SIDE - ADJOINING CITY RIGHT OF WAY.
 -100 FEET SIDE - ADJOINING STATE/COUNTY RIGHT OF WAY.
 -25 FEET REAR
 -60 FEET REAR - ABUTTING RESIDENTIAL DISTRICT

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES ANOKA COUNTY CAST IRON MONUMENT
- DENOTES CATCH BASIN
- DENOTES SANITARY SEWER MANHOLE
- DENOTES HYDRANT
- DENOTES GATE VALVE
- DENOTES SIGN
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING RETAINING WALL
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- △ DENOTES RIGHT-OF-ACCESS DEDICATED TO STATE OF MINNESOTA
- (xxx.xx c.c.p.) DENOTES MEASUREMENT FROM THE PLAT OF CLASSIC COMMERCIAL PARK

NOTES:

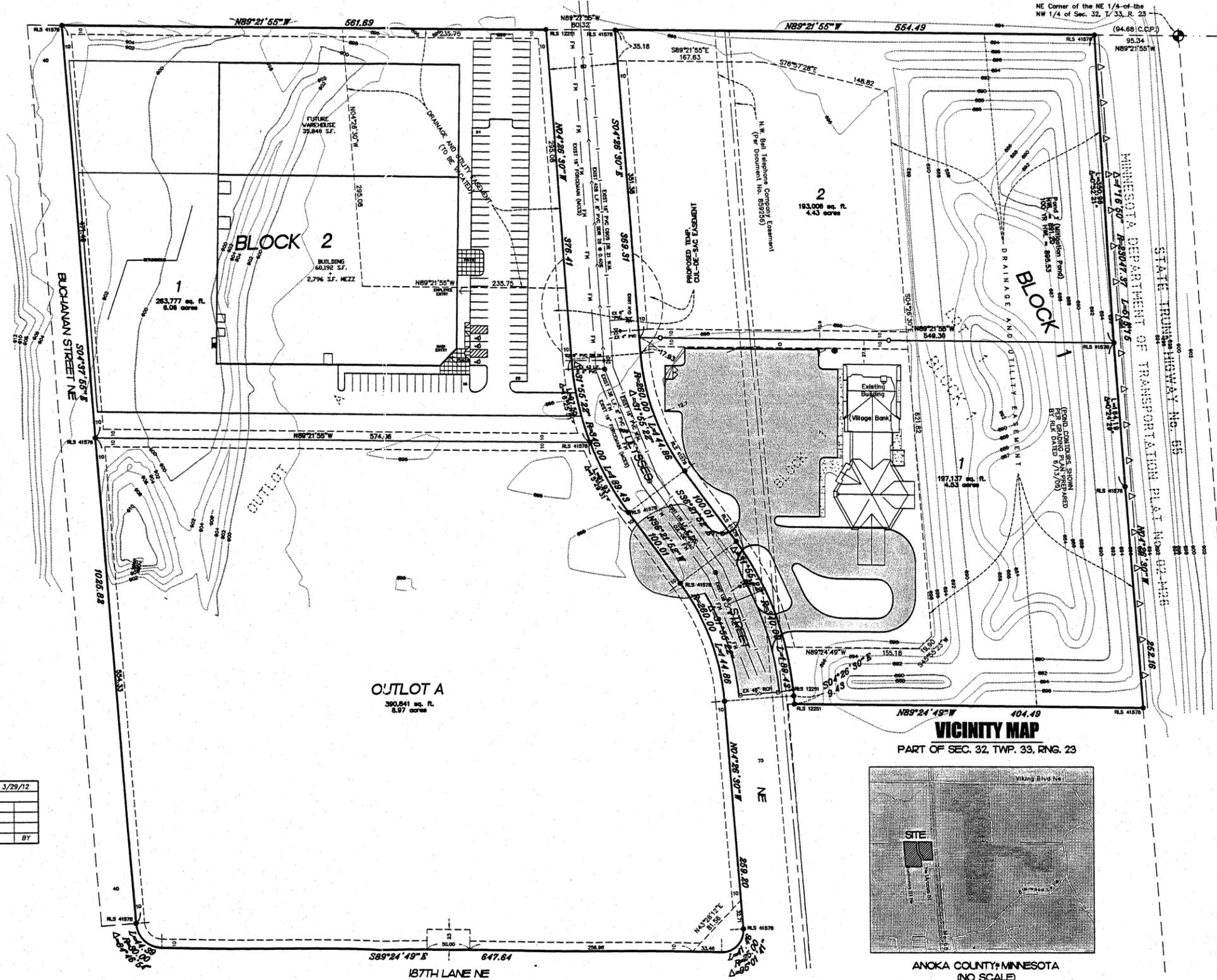
- Field survey was completed by E.G. Rud and Sons, Inc. in December 2011 and March 2012.
- Bearings shown are on Anoka County datum.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Proposed building and improvements on Lot 1, Block 2 per site plan prepared by Lampert Architects.
- Existing Building and improvements shown on Lot 1, Block 1 per field survey work and original site plan.
- Utilities shown per field location and proposed utility plans by Plowe Engineering.

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

Jason E. Rud
 JASON E. RUD

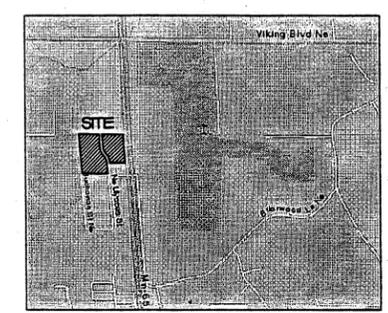
Date: 3/29/2012 License No. 41578

DRAWN BY: BAB	JOB NO: 11597	DATE: 3/29/12	
CHECK BY: JER	SCANNED <input type="checkbox"/>		
1			
2			
3			
NO.	DATE	DESCRIPTION	BY



VICINITY MAP

PART OF SEC. 32, TWP. 33, RNG. 23



ANOKA COUNTY, MINNESOTA
 (NO SCALE)

April 16, 2012

Stephanie Hanson, City Planner
City of East Bethel
2241 - 221st Avenue N.E.
East Bethel, MN 55011

RE: Concept Plan Review – Classic Commercial Park 2nd Addition

Dear Stephanie:

We have reviewed the concept plan dated March 29, 2012 by E.G. Rud & Sons for the above referenced project.

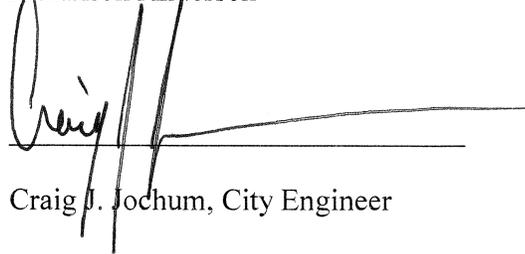
As we understand it, the proposed concept consists of replatting the Classic Commercial Park plat into three lots and an outlot. The existing Village Bank site would be on Lot 1, Block 1. The concept proposes to extend Ulysses Street north approximately 300 feet at which point a temporary cul-de-sac will be constructed. We offer the following comments:

1. Per Section 66-41(2) of the Zoning Ordinance, provide a resource inventory of the development. The resource inventory shall include the following:
 - a. A topographic survey that includes Outlot A.
 - b. Soil type locations and identification of soil type characteristics such as hydric soils and depth to bedrock and water table.
 - c. Site vegetation, including cover type, woodland area boundaries, individual trees having a diameter of 18 inches or greater and vegetative type descriptions.
 - d. Current land use and cover.
 - e. Transportation systems, including adjoining street, functional classifications, current and projected traffic volumes and provisions for alternative modes of transportation.
 - f. An exhibit that shows the general outlines of existing neighborhoods, presence of areas of significant natural environmental areas, land uses, buildings, streets, and natural features such as water bodies or wooded areas, roads, driveways, and property boundaries within 300 feet of the development. This information shall be presented on an aerial photograph.
2. Per Section 66-41(3)a of the Zoning Ordinance, label the open spaces areas and indicate which areas are to be protected and defined by the purpose of the open space.
3. Per Section 66-41(3)d of the Zoning Ordinance, label the areas proposed for stormwater management. The Classic Commercial Park development proposed a pond in the northeast corner of Lot 1, Block 2. A parking lot is currently proposed over the pond location.
4. Per Section 66-41(3)e of the Zoning Ordinance, label streets and alternative modes of travel systems which are consistent with the comprehensive plan that interconnect neighborhoods.

5. Per Section 66-41(3)g of the Zoning Ordinance, label the total area of wetlands and uplands on the site.
6. The preliminary plat will need to address vacation of the existing easements and right-of-way, if necessary, for the replatting.
7. Stormwater storage and treatment will have to be addressed with the preliminary plat submittal.
8. The Existing temporary cul-de-sac easements, if any, will have to be vacated.
9. It should be noted that a radius adequate to provide for a 300-foot centerline radius on 187th Lane may have to be provided when Outlot A is platted.
10. It does not appear that Lot 2, Block 1 or Outlot A have a sewer or water service.
11. It appears the water service to Village Bank will be on Lot 2, Block 1.
12. Clarify the purpose of the property corners set on the north line of Lot 1, Block 1.
13. Upon approval of the concept plan by the City Council, the developer will be required to submit a preliminary plat. The preliminary plat must be submitted in accordance with all applicable city ordinances.

If you have any questions please call me at 763-852-0485.

Sincerely,
Hakanson Anderson



Craig J. Jochum, City Engineer

CJJ:dmb

cc: Jack Davis, City Administrator
Mark DuCharme, Fire Chief
Nate Ayshford, Public Works Manager
Mark Vierling, City Attorney
Jason Rud, E.G. Rud & Sons
Curt Strandlund, Classic Construction

From: Mark Vierling [MVierling@eckbergglammers.com]
Sent: Monday, April 09, 2012 1:56 PM
To: Stephanie Hanson
Cc: Craig Jochum
Subject: Classic Commercial Park

Thanks for the copy of the application for re-subdivision.

A few questions:

1. Is the applicant agreeing to pay for the road extension (Ulysses) to the property line?...or Escrow the necessary funds to do so?
2. " " " " - water and sewer extension to the property line
3. Might the city desire over-sizing of the lines to extend services to the north?
4. I presume park dedication was paid when the original area was first platted?
5. Will the temporary cul de sac be secured by a public or private easement?
6. What is the 50 x 23 rectangular piece along the south border of outlot A for?
7. Will there be any development/construction of Buchanan Street?...has that been publically dedicated?

Mark J. Vierling, Esq.
 Eckberg, Lammers, Briggs, Wolff & Vierling, P.L.L.P.
 1809 Northwestern Avenue
 Stillwater, Minnesota 55082
 Direct Dial No: (651) 351-2118
 Telephone: (651) 439-2878
 Facsimile: (651) 439-2923
mvierling@eckbergglammers.com
www.eckbergglammers.com

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IF THIS E-MAIL MESSAGE CONTAINS ATTACHED FILES AND DOCUMENTS, PLEASE NOTE THE FOLLOWING INFORMATION:

Unless otherwise noted, this information is in a Microsoft Word format. These files and documents are legal documents that have been prepared by ECKBERG, LAMMERS, BRIGGS, WOLFF & VIERLING as drafts or final executable versions of the documents. These files and documents should only be printed for further review or execution as instructed. Any alteration, modification, addition, deletion or other changes to these documents may result in changes to the legal effect of these documents and the rights and remedies of parties involved. ACCORDINGLY, YOU ARE ADVISED NOT TO CHANGE THE TEXT OR FORMAT OF ANY OF THE ATTACHED FILES AND DOCUMENTS UNLESS SUCH CHANGES ARE REVIEWED AND APPROVED BY YOUR LAWYER. ECKBERG, LAMMERS, BRIGGS, WOLFF & VIERLING HAS NO RESPONSIBILITY UNDER ANY CIRCUMSTANCES FOR ANY CHANGES OR MODIFICATIONS MADE BY YOU TO THE ATTACHED FILES AND DOCUMENTS.

Attachment #5

DEVELOPMENT AGREEMENT

AGREEMENT, made this 15th day of April, 2006, between the City of East Bethel, a municipal corporation under the laws of the State of Minnesota, ("City") and Classic Construction of Cedar, Minnesota, Inc., a Minnesota corporation, ("Developer").

1. **Request for Plat Approval.** The Developer has requested that the City approve a plat entitled CLASSIC COMMERCIAL PARK (hereinafter the "Plat"), the subject land being legally described as:

That part of the Northeast Quarter of the Northwest Quarter of Section 32, Township 33, Range 23, Anoka County, Minnesota, lying northerly of the northerly line of SAUTER'S COMMERCIAL PARK; except that part of the North 300 feet of the South 545.81 feet of the East 510.00 feet of said quarter quarter, lying West of the West right-of-way line of State Trunk Highway No. 65; subject to easements of record, if any.

And also except,

That part of the Northeast Quarter of the Northwest Quarter, Section 32, Township 33, Range 23, Anoka County, Minnesota, lying northerly of SAUTER'S COMMERCIAL PARK, Anoka County, Minnesota, lying westerly of the east 510.00 feet of said Northeast Quarter of the Northwest Quarter and lying southerly and southwesterly of the following described line: Beginning at the intersection of the north line of the southerly 262.81 feet of said Northeast Quarter of the Northwest Quarter with the west line of the east 510.00 feet of said Northeast Quarter of the Northwest Quarter; thence westerly, along said north line, a distance of 748.35 feet; thence northwesterly, along a tangential curve concave to the northeast, having a radius of 30.00 feet, a central angle of 84 degrees 46 minutes 50 seconds, for a distance of 44.39 feet; thence westerly, radial to said curve, to the west line of said Northeast Quarter of the Northwest Quarter, and said line there terminating.

2. **Conditions of Plat Approval.** The City agrees to approve the Plat on condition (i) that the Developer enter into this Agreement and perform the undertakings and furnish the security required herein; (ii) that the Developer comply with all requirements of the City's approval of the preliminary plat of CLASSIC COMMERCIAL PARK; and (iii) that the Developer comply with all requirements of the City's ordinances for final plat approval.

3. **Right to Proceed.** Within the plat of CLASSIC COMMERCIAL PARK or the land to be platted, the Developer may not construct any buildings until all the following conditions have been satisfied: (i) this Agreement has been fully executed by all parties and filed with the City Clerk; (ii) all conditions contained in the Agreement have been met; and (iii) the security required pursuant to Section 12 hereof has been received by the City.

4. **Development Plans.** The plat of CLASSIC COMMERCIAL PARK will be developed in accordance with the plans on file in the office of the City Clerk and the conditions stated below. If the plans vary from the written terms of this Agreement, the written terms will control. The plans (hereinafter the "Development Plans") are:

A. Preliminary Plat of CLASSIC COMMERCIAL PARK, prepared by RLK Kuusisto Ltd., dated March 19, 2004, last revised November 15, 2004.

B. Construction Plans (nine sheets) for CLASSIC CONSTRUCTION COMMERCIAL PROPERTY, prepared by RLK Kuusisto, Ltd., dated February 18, 2005.

All written comments and requirements of the City Engineer prior to the date of this Agreement also are part of the plans and documents and are incorporated herein by reference, including but not limited to the City Engineer's Engineering Reviews Nos. 1, 2, 3, 4 and 5 dated April 6, 2004, July 10, 2004, October 8, 2004, December 8, 2004, and April 18, 2005, respectively, and the City Engineer's letters to Curt Strandland dated July 14, 2005 and November 7, 2005.

In case of any dispute regarding the Development Plans and the Developer's obligations under the Plans and this Agreement, the decision of the City Engineer will control and be final.

5. **Improvements.** The Developer will perform, install, and pay for all improvements (hereinafter the "Improvements") as shown in the Development Plans. Security will be provided for the remaining Improvements listed below:

A. Final bituminous wear course; and

B. Establishment of vegetation around the storm water pond and compliance with the wetland replacement obligations outlined in the Developer's Declaration of Restrictions and Covenants for Replacement Wetland of the same date as this Agreement, a copy of which is attached hereto as Exhibit A.

The Improvements will be installed in accordance with City ordinances and standards and the Development Plans. The Developer will obtain all necessary permits. The City will provide adequate field inspection personnel to assure acceptable quality control which will allow certification of the construction work. The City, when reasonably required to do so and at the Developer's expense, may have one or more City inspectors and a soil engineer inspect the work. Within 30 days after the completion of the Improvements, and before any security is released, the Developer will supply the City with a complete set of reproducible "as built" plans on electronic disc and two complete sets of blue line "as built" plans, all prepared in accordance with City standards.

The Developer must pay for all required street and traffic signs and controls and all related services for engineering and inspection, including all construction staking.

The construction of the Improvements will be guaranteed and secured as provided in Section 12.

Certificates of occupancy will not be issued for construction within the Plat until electric, gas, and telephone lines are installed in the common trenches and a letter of completion is received from each utility company. All underground facilities, as defined in East Bethel Ordinance No. 202, must be locatable as required by Ordinance No. 202.

6. **Time of Performance.** The Developer will install the Improvements identified in paragraph 5 by September 30, 2006. The Developer may request an extension of time from the City, which extension will not be unreasonably withheld. The City may impose conditions on the extension necessary to ensure performance.

7. **Right of Entry and Final Inspection.** The Developer hereby grants to the City, its agents, employees, officers, and contractors, the right of entry to enter the Plat to perform any and all work and inspections necessary pursuant to this Agreement or deemed appropriate by the City during the installation of the Improvements by the Developer or the City or to make any corrective action deemed necessary by the City.

At such time as the Developer believes the Improvements have been completed, the Developer will petition the City in writing for a preliminary final inspection of the Improvements and the preparation of a punch list of items of work that must be corrected or are incomplete. The City will perform the inspection and furnish the punch list within 15 days of receipt of the petition. The Developer will promptly undertake correction/ completion of all items on the list and notify the City in writing when all such work has been completed. The City will perform a final inspection of the Improvements within 15 days of receipt of such notice.

8. **Erosion Control.** After the site of the Improvements is rough graded, but before any construction is commenced, the Erosion Control Plan will be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if, in the opinion of the City Engineer, they would be beneficial. All areas disturbed by excavation and backfilling operations will be reseeded forthwith after the completion of the work in that area. If the Developer does not comply with the Erosion Control Plan and schedule or any supplementary instructions, the City, with reasonable notice, may take such action as it deems appropriate.

9. **Grading, Drainage, and Erosion Control Plans.** Grading will be in accordance with the approved plans listed in Section 4. Ditches will be constructed on public easements or land owned by the City. Within 30 days after completion of grading and before any security is released, the Developer will provide the City with an "as built" grading plan including certification by a licensed engineer that all ditches have been constructed on public easements or land owned by the City. The "as built" plan will include field verified elevations of the locations and elevations of ditches, pipes, and ponding areas.

10. **Clean Up.** The Developer will promptly clean any and all dirt and debris from streets resulting from construction work by the Developer, its agents, or assigns.

11. **Ownership of Improvements.** Upon completion of the work and construction required by this Agreement and approval and acceptance thereof by the City Council, all improvements lying within public easements or right-of-way will become City property, without further notice or action.

12. **Security.** To ensure compliance with the terms of this Agreement and construction of the Improvements, the Developer will furnish to the City one or more irrevocable standby letters of credit, from a bank, ("security") as follows:

Final Bituminous Wear Course (\$34.00 x 200 Tons x 150%)	\$10,200.00
Establishment of Vegetation Around Storm Water Pond and Wetland Replacement Obligations	\$ 5,000.00
Two Year Warranty (\$15.00/L.F. x 500 L.F.)	<u>\$ 7,500.00</u>
TOTAL:	\$22,700.00

The bank and form of the letters of credit will be subject to the approval of the City Attorney. The term of the letter of credit for the final bituminous wear course must be for a period commencing the date hereof and expiring no earlier than December 31, 2006. The term of the letter of credit for the establishment of the vegetation around the storm water pond and the wetland replacement obligations must be for a period commencing the date hereof and expiring no earlier than February 28, 2013. The term of the letter of credit for the warranty must be for a period commencing the date hereof and expiring no earlier than December 31, 2008. The Developer may initially furnish a single letter of credit covering all items in the amount of \$22,700.00, which may be reduced to \$12,500.00 upon completion and acceptance of the final bituminous wear course by the City, but the \$12,500.00 letter of credit (covering the warranty and the establishment of the vegetation and the wetland replacement) must remain in place for two years after that date on which all improvements within the Plat required by City ordinances have been given final acceptance by the City Council. Upon the expiration of that two year period, the letter of credit may be reduced again to \$5,000.00, but the \$5,000.00 letter of credit must remain in place until February 28, 2013, to secure the Developer's obligations to establish the vegetation and replace the wetland.

The City may draw down on the security for any violation of the terms of this Agreement. Before drawing down on the security, the City will make a reasonable effort to give timely notice to the Developer, but such notice will not be a condition precedent to drawing down the security. If the required improvements are not completed at least 30 days prior to the expiration of a letter of credit, the City may also draw down the letter of credit. With City approval the security may be reduced from time to time as the Developer's obligations under this Agreement are met.

The Developer also must deposit with the City upon the signing and delivery of this Agreement the amount of \$1,103.62 to cover the negative balance in its escrow account on the

date hereof plus an additional \$3,100.00 to cover the cost of all future City staff services (administrative, legal, engineering, and inspection) to be incurred in the performance of this Agreement and \$0.60 per lineal foot for striping (1,200.00 total L.F. of striping). The total deposit will be \$4,923.62. The City may draw down on said deposit as costs for such services are incurred by the City upon timely notice to the Developer. If the costs for such City staff services exceed the additional \$4,923.62, the Developer will pay the excess upon timely notice. Any balance in said fund at such time as the Developer is released from all its obligations hereunder will be refunded to the Developer.

13. **Park/Trail Dedication.** The Developer must pay a cash contribution of \$32,400.00.00 in full satisfaction of the City's park/trail dedication requirements for the subject property; future subdivision of any part of the subject property will be exempt from additional park/trail dedication requirements. This contribution must be paid before the City signs the final plat.

14. **Warranty.** The Developer warrants all work performed and materials furnished by the Developer within the Plat against poor material, faulty workmanship, and defects for a period of two years commencing on that date on which the City Council gives final acceptance to all improvements required within the Plat. All grass and sod is warranted to be alive, of good quality, and disease free at the termination of the warranty period. Any replacements will be warranted for one year from the time of planting. All drainage facilities must remain functional and free of dirt and debris during the warranty period, which will be the obligation of the Developer. The Developer (a) guarantees and (b) agrees to repair any damages and maintain the quality and stability of all work performed and materials furnished and installed in connection with the installation of all the Improvements within and furnishing access to the Plat for a period of two years after that date on which the City Council has given final acceptance to all required improvements. The warranty period on the final bituminous wear course will commence upon inspection by the City Engineer and acceptance of the work by the City Council.

For such purposes as may be necessary in connection with execution and enforcement of this agreement, warranty, and guarantee, and any dispute as to what is meant by the plans and specifications, the decision of the City Engineer shall be final.

15. **Responsibility for Costs.**

A. The Developer will hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Plat development. The Developer will indemnify the City and its officers and employees for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorney's fees;

B. The Developer will pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days after receipt. If the bills are not paid on time, the City may halt all Plat development work and construction, until all bills are paid in full. Bills not paid within 30 days will accrue interest at the rate of 10% per year.

16. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City, at its option, may perform the work and the City may then draw down the security established in Paragraph 12 to pay for any work undertaken, provided the Developer is first given notice of the work in default, not less than seven days in advance. This notice provision does not apply if the work performed by the City or its contractors is of an emergency nature, as determined at the sole discretion of the City. Should such emergency work be required, the City will make all reasonable efforts to notify the Developer as soon as possible. When the City does any such work, the City, in addition to its other remedies, may assess the cost in whole or in part pursuant to any applicable statutes or ordinances, and, subject to the provisions of Section 17, paragraph K., the Developer hereby waives any and all objection and right to appeal in connection with any such assessment.

17. **Miscellaneous.**

A. The Developer represents to the City that the Plat complies with all City, County, metropolitan, state, and federal laws and regulations, including but not limited to Subdivision Ordinances, Zoning Ordinances, and environmental regulations except where specifically excluded by this Agreement. If the City receives notice from any governmental agency that the Plat does not comply, the City, at its option, may refuse to allow construction or development work in the Plat until the Developer does comply. Upon the City's demand, the Developer will cease work until there is compliance;

B. Third parties will have no recourse against the City under this Agreement;

C. Breach of any of the terms of this Agreement by the Developer will be grounds for denial or revocation of building permits;

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision will not affect the validity of the remaining portion of this Agreement;

E. If building permits are issued prior to the completion and acceptance of the Improvements, the Developer will assume all liability for costs resulting in any delay in completion of the Improvements and for damage to any Improvements caused by the Developer, its contractors, subcontractors, materialmen, employees, or agents. No one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface, unless a specific exception is approved by the City;

F. The action or inaction of the City will not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by the parties, and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement will not be a waiver or release;

G. This Agreement will run with the land, will be recorded against the title to the property, and will be binding on all parties having any right, title, or interest in the Plat or any part thereof, their heirs, successors, and assigns. After the Developer has completed the work required of it under this Agreement, at the Developer's request, the City will execute and deliver to the Developer a release or partial release(s) of this Agreement;

H. The Developer will take out and maintain until one year after the City has accepted the Improvements public liability and property damage insurance covering personal injury, including death, and any claims for property damage which may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by the Developer. Limits for bodily injury and death will not be less than \$500,000.00 for one person and \$1,000,000.00 for each occurrence; limits for property damage will be not less than \$200,000.00 for each occurrence. The City will be named as an additional named insured on said policy, and the Developer will file a copy of the insurance coverage with the City prior to the City issuing further building permits;

I. A breach or default in the performance of this agreement by the Developer may be enforced by legal or equitable remedies. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and will not be a waiver of the right to exercise at any time thereafter any other right, power or remedy;

J. The Developer will pay for all local costs related to drainage improvements required to complete the construction according to the plans and conditions that are a part of this Agreement;

K. The City may specially assess up to the sum of all costs to be paid by the Developer as provided in this Agreement if any such cost is not paid as required or when due. Any such assessment will be deemed adopted on the date an appropriate resolution is adopted by the City Council. The special assessment will be paid over a one year period without deferment, together with interest at a rate set by the City. The Developer waives any and all procedural and substantive objections to any such special assessment, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to Minn. Stat. §427.081 as to such assessment provided that the amount of the special assessment may be increased to an amount greater than the sum of all such costs if any increases are the result of requests made by the Developer or property owner or are otherwise approved by the Developer or property owner in a subsequent separate written document.

L. In the event of default hereunder the Developer will reimburse the City for costs incurred in the enforcement of this Agreement, including reasonable engineering and attorney's fees.

18. **Notices.** Notices to the City will be in writing and will be either hand delivered to the City Clerk or Deputy City Clerk or mailed to the City by registered mail at the following address, Attention: City Clerk or Deputy City Clerk.

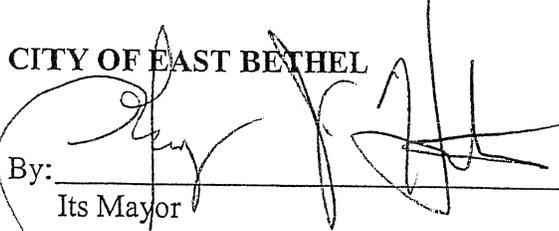
City of East Bethel
2241 - 221st Avenue NE
East Bethel, MN 55011

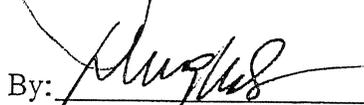
With a Copy to:
Gerald M. Randall
Randall, Goodrich & Fitzpatrick, P.L.C.
2140 Fourth Avenue North
Anoka, MN 55303

Required notices to the Developer will be in writing and will be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following addresses:

Classic Construction of Cedar, Minnesota, Inc.
Curtis A. Strandlund, President
18542 Ulysses Street NE
East Bethel, MN 55011

CITY OF EAST BETHEL

By: 
Its Mayor

By: 
Its City Clerk

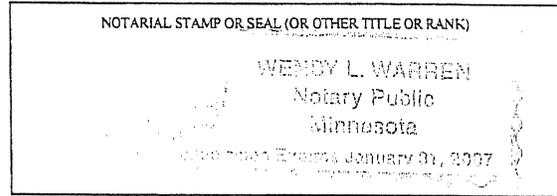
**CLASSIC CONSTRUCTION OF CEDAR,
MINNESOTA, INC.**

By: 
Curtis A. Strandlund, President

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 15th day of April, 2006, by Greg Hunter and Doug Sell, the Mayor and City Clerk/ Administrator of the City of East Bethel, a Minnesota municipal corporation, on behalf of the City and pursuant to the authority of the City Council.

Wendy L. Warren
Notary Public



EAST BETHEL PLANNING COMMISSION MEETING

March 27, 2012

The East Bethel Planning Commission met on March 27, 2012 at 7:00 P.M for their regular meeting at City Hall.

MEMBERS PRESENT: Brian Mundle, Jr. Eldon Holmes Tanner Balfany Joe Pelawa
Lorraine Bonin Glenn Terry Lou Cornicelli

MEMBERS ABSENT:

ALSO PRESENT: Stephanie Hanson, City Planner
Heidi Moegerle, City Council

Adopt Agenda

Chairperson Mundle called the March 27, 2012 meeting to order at 7:00 P.M.

Mundle motioned to adopt the March 27, 2012 agenda. Holmes seconded; all in favor, motion carries.

Commission Appointment and Oath of Office

At the January 24, 2012 Planning Commission meeting, Commission members Holmes and Terry took the Oath of Office. Since Commission member Pelawa was absent, he will take the oath of office this evening.

I, Joe Pelawa do solemnly swear or affirm that I will support the Constitution of the United States of America and the State of Minnesota, and faithfully discharge the duties as a member of the City of East Bethel Planning Commission in the County of Anoka and the State of Minnesota to the best of my ability. So help me God.

Public Hearing: Zoning Text Amendment to Allow Automotive and/or Motorcycle Internet Distribution Sales in the B3-Highway Commercial Zoning District and Establishing Regulations

At the January 24 Planning Commission meeting, Mr. DiMuzio and Mr. Valder of Valder Vehicles made a presentation discussing open sales lots. After much discussion, Planning Commission recommended staff to propose a zoning text amendment (ZTA) that would allow for open sales lots with regulations.

City Council discussed this same matter at their regular scheduled meeting on February 1 and again on February 15. It is the consensus of City Council, the City Attorney, and City Staff that the proposed business can be defined as "Internet Distribution Sales." The City Attorney drafted a definition for "Internet Distribution Sales" and Staff and the City Attorney have developed draft language to regulate the use. The draft language was provided to City Council at the February 15 meeting. City Council directed staff to proceed with the zoning text amendment.

On February 28, 2012, Planning Commission discussed the proposed language and directed staff to make some modifications and to prepare for the public hearing to be held this evening.

The proposed changes are as follows:

SECTION 01 GENERAL PROVISIONS OF ADMINISTRATION

Motor Vehicle and/or Motorcycle Internet Distribution Sales (only): A business predicated on sales through internet communication elements of which consist of the following: at least ninety-five (95) percent of all sales are initiated and secured through internet communication between buyer and seller; the business has no pre-sale acquired inventory; all sales are substantially completed before the product is delivered to the business site for delivery to the customer; there is minimal need for automotive storage on site with the exception of automobiles awaiting customer pickup; there is limited need for exterior storage, and no automotive repair or maintenance is conducted outdoors.

Motorcycle: Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, including motor scooters and bicycles with motor attached, excluding tractors.

SECTION 47 HIGHWAY COMMERCIAL (B-3) DISTRICT

Interim Uses: Motor Vehicle and/or Motorcycle Internet Distribution Sales; limited to no more than a two (2)-year permit.

SECTION 10 GENERAL DEVELOPMENT REGULATIONS

Motor Vehicle and/or Motorcycle Internet Distribution Sales

An interim use permit is required and is limited to no more than two (2) years in duration, upon initiation or renewal.

- 1) At least ninety-five (95) percent of all sales shall be initiated and secured through Internet communication between buyer and seller.
- 2) Exterior storage area for vehicles and/or motorcycles is limited to 4,000 square feet and shall not interfere with access to required parking spaces. Exterior storage is limited to no more than twenty (20) vehicles and/or motorcycles for a maximum of forty-five (45) days.
- 3) Exterior storage of inoperable vehicles and/or motorcycles, equipment, parts, or materials used in the conduct of the business is prohibited. On site storage of damaged vehicles and/or motorcycles is prohibited.
- 4) Minor vehicle and motorcycle maintenance is permitted as an accessory use as to vehicles and/or motorcycles awaiting sale and delivery only, within a structure. All vehicles awaiting maintenance must be stored inside the principal structure. Body work is prohibited.
- 5) Vehicle and/or motorcycle storage area shall be surfaced with concrete or bituminous and shall meet required parking setbacks. Vehicles and/or motorcycles must not be stored in the right-of-way.

- 6) All necessary state and city licenses shall be obtained prior to operation and displayed for public view during business hours.
- 7) Business owner must submit records of sales type as requested by city staff within fourteen (14) days of request.
- 8) All signs associated with the use shall be in compliance with the East Bethel Sign Ordinance.

Staff requests Planning Commission to hold the public hearing for the ZTA to permit automotive and/or motorcycle internet distribution sales in the B3 – Highway Commercial zoning district with restrictions. After the public hearing, Staff requests Planning Commission make a recommendation of approval to City Council. This matter will be heard at the April 4, 2012 regularly scheduled City Council meeting.

Public hearing was opened at 7:04 p.m. and was closed at 7:05 p.m.

Holmes stated we already have an Internet sales business that will have a problem with the regulations, Crashed Toys. Hanson stated that it is a legal non-conforming use for the location. Holmes stated the General Development Regulations have a problem. Hanson stated they are an existing business that is legal, non-conforming. If they wanted to expand their business to vehicle sales, it could affect them. Balfany stated there isn't any preview sale and all the vehicles are not owned by Crashed Toys, they are owned by insurance companies. Holmes stated if they want to expand, they would be prohibited by this ordinance. Hanson stated they do have an entity that does cars, and that is in Ham Lake. Balfany stated he doesn't see this as an issue at this point. Holmes stated he can see it as a problem.

Terry stated he has a question on number 3. He read number 3 - Exterior storage of inoperable vehicles and/or motorcycles, equipment, parts, or materials used in the conduct of the business is prohibited. On site storage of damaged vehicles and/or motorcycles is prohibited. Hanson stated the second sentence should be removed, as they say the same thing.

Terry stated he doesn't understand why we need number 8. All signs should be in compliance with our sign ordinance. Holmes likes it in there, since we have issues with that all the time. Terry withdrew his complaint. Cornicelli stated it looked like all the items that were discussed at the last meeting were incorporated.

Balfany made a motion to recommend approval to City Council of the Zoning Text Amendment to Allow Automotive and/or Motorcycle Internet Distribution Sales in the B3-Highway Commercial Zoning District and Establishing Regulations, with the change of removing number 8. Motion was seconded by Mundle; all in favor, motion carries.

This matter will be heard at the April 4, 2012 regularly scheduled City Council

meeting.

**Discussion of
Proposed Changes to
the Tree Preservation
Ordinance**

The existing East Bethel Code regulates tree preservation within all new subdivisions but lacks regulations for the mass removal of trees on non-developing parcels.

Over the past few years, there have been instances of significant tree clearance and clear cutting. Currently, the City of East Bethel Code regulates tree removal as part of the subdivision process (Chapter 66, Article VIII) but there are no regulations for the mass removal of trees in preparation for future development on non-developing properties. Also, the current ordinance is vague as to when a tree preservation plan is to be submitted and is not specific as to tree replacement calculations, tree replacement schedule, tree warranty, and mitigation measures.

In response to this situation, staff has prepared amendments to the existing Tree Preservation Ordinance (Chapter 66, Article VIII) and recommends regulations for tree removal on non-developing parcels, and addresses the deficiencies in the existing ordinance. The proposed changes will also add measures to improve the enforcement of the ordinance.

The draft proposal was prepared in consultation with the City Attorney. Should this proposal move forward and be approved at a later date, the ordinance would be moved from Chapter 66, Subdivision, to Chapter 26, Environment. Attachment #1 includes the proposed changes in an underlined format.

Staff requests Planning Commission to discuss the proposed changes and provide staff with direction in regards to amending the tree preservation ordinance to include regulations for tree removal on non-developing lands.

City Council did look at it at their last meeting and they requested that Planning Commission discuss the proposal.

Hanson stated when the subdivision ordinance was first completed, there was a section about tree removal on non-developing lots but it was removed because it did not have the support; it was thought to be too restrictive. Balfany asked if this proposal came from other cities. Hanson stated not a lot of cities have a tree preservation ordinance but the cities she talked to wished they would had one because clear cutting has been an issue.

Bonin stated it is not separated from the development thing, their intention is to development, and it should be developed. Balfany stated if someone wants to make the area cornfields or something, they should be able to do what they want. But if it gets developed, they need to do something with the land.

Hanson explained if you do cut trees on your property and it is developed within 10 years, then you need follow the tree preservation plan. Holmes stated is this residential or commercial property.

Hanson stated if a residential property is existing and you are clearing it for a

garage, it is kind of like free trees. Mundle stated he thought that personal land can be cleared, when he was looking at platted residential lots area of the proposal. Hanson stated on page 20 it states owners of platted residential lots can remove up to 100 percent of the trees on the lot without replacement. Terry stated why 100 percent. Bonin stated that is kind of a lot. Mundle clarified if they are specimen trees, they need a permit. Balfany stated he has over one-third of an acre lot; in his back yard he has really tall pine trees and a small tree in his front yard. Personally he would like to see all of the trees in his backyard gone and he wouldn't notice a change with all the trees around him. Bonin stated if there are evergreens planted for windbreaks, would they be affected. Hanson stated for coniferous trees there are also specifications. Terry stated to him it would make a difference if a lot was in a wildlife corridor or a residential area. Holmes stated there he doesn't think people would clear cut their lots. Cornicelli stated his neighbor is doing it right now.

Terry had an addition on page 12, under nuisance. He thought invasive species could be added, such as buck thorn. Mundle asked if we had a city forester/inspector. Hanson stated we did at one point but isn't sure if the Public Works Manager is a tree inspector.

Mundle stated where it says 'dead, dying or diseased trees', is there anything that takes into account storm damage to trees. He explained half of a tree could fall off, but the whole tree isn't dead. The tree is lopsided or looks ugly. If a tornado comes through, and one-half is mangled, they could be taken down. Bonin stated if a tree is injured due to a tornado, it will fill in again. Balfany stated if they want to remove it because they don't like it anymore, they should be able to remove it.

Pelawa asked if the forester has to be certified by the State of Minnesota. Hanson stated yes, they do, and she also believes that the City Public Works Director may have his. Hanson stated if there is a mass removal of trees you need to have a tree preservation plan.

Pelawa stated he wants to be clear that the City is going to tell people what they can do on their property. Is there recourse if a property owner does sell to a developer – what would require them to follow the preservation plan? Terry asked if a property owner wants to use property for agriculture and they clear cut it, then they sold it to a developer, would they have to put in trees.

Bonin stated regarding 209th, this would help prevent people from clear cutting and then not developing the area. Balfany stated those trees were cleared for plans to develop the area. Bonin stated they thought they would get it ready to sell the property and nothing ever happened. Cornicelli stated it would eventually go back into being a forest. Balfany stated they do have their right to do what they want on their property. Bonin stated she has an objection to that it is their property. We are a steward of the property to use it until someone else comes along. She stated technically they don't own the land and they are just using it. They have rights, yes, but not to do whatever they want. Balfany stated it is their opinion to do what they want with their land. It comes down to opinion. Pelawa stated they pay taxes on the land. Holmes stated then why do we have the rules whereby you can't put a 57 story building on the property. If you clear cut land

and it may affect your neighbor's property.

Moegerle stated her issue is that there should be another time limit, a person can cut 25 percent one year, then 25 percent another year, and then 25 percent another year. She is interested in comments on 25 percent, and what that means. Mundle stated he had a question on how many times this can be done. Pelawa stated you will never get to 100 percent; you might get to 95 percent. He stated that sort of language is also in the shoreland state statutes. Balfany stated you can add 10 percent sand to your shoreline, or one dump. Bonin stated it should be for the full 10 years, and if things change within that time frame they need to have discussions with the City. Balfany stated it should be setting limitations based on the size of your lot. It is residential and if he needs to cut down those trees due to insurance or if he is tired of looking at naked pine trees that are killing his grass. Mundle stated residential is exempt. Hanson stated if you have an existing lot, page 20 addresses residential lots.

Holmes stated if it is a commercial property you have to put in trees and shrubs – it is a state law. Holmes went on to say why would you clear cut the property. Pelawa stated from an economic standpoint, it is easier to clear cut a property and then build the property out. He stated why are we so pro development; we will be losing the nature. Bonin stated you can have reasonable development and then you won't lose the trees. Pelawa stated you will be removing the forest and keeping a patch. Bonin stated we don't have that much forest. Cornicelli stated yes, we do. Pelawa stated we did have a lot on Highway 65, and a lot of that was cut.

Cornicelli stated what about addressing based on lot size. Balfany stated kind of like we do with animals. Cornicelli stated this would be future commercial. Such as 10 acre parcels or bigger. Terry stated he still thinks location trumps the size. Cornicelli stated that means we would have to look at what forests are not developed and what is outside of the Highway 65 corridor. You are looking at 10/12 acre parcels. This really addresses what is left on Highway 65 and we could almost get it down to individual parcels, decide how big they are, and go from there.

Balfany stated if a developer is trying to be creative and buy two neighbors, and then possibly clean out what he can, he sees Pandora's box opening. Hanson stated there aren't a lot of multiple lots. Hanson stated she can take an aerial on the commercial area on Highway 65 and then take a look at it. Cornicelli stated east/west of Highway 65 is protected and there is some agricultural.

Pelawa had a question on page 19, under number 4. Item C and E where it says the city will issue a permit within 14 days for removal of trees and the landowner must notify within 14 days. E implies the City will issue the permit within 14 days. Bonin stated in compliance it will be issued. Pelawa stated the wording implies they will be issued; it should say within 14 days the city will make a determination. Bonin stated it states if you are in compliance, you will get a permit. Cornicelli stated it puts the onus on the City to issue the permit if they are in compliance.

Pelawa stated on B, landowners may remove 25 percent as of the date of the ordinance. Moegerle stated but what is the end date. Pelawa stated how often the City looks at these ordinances. Mundle stated could it be written as once within a 10 year period. If they want to do more within a 10 year period they would have to consult with the city forester and they would need a forest management plan.

Pelawa wanted to know if anyone knows what it costs for the forest management plan. He explained for 160 acres it is almost \$3,000.00. It may not seem like a lot, but it is. What needs to be in a forest management plan? Hanson stated the Regional Forester will be the one looking at the plan as it deals with forest management. Moegerle stated the Tree Preservation Plan is smaller. Hanson stated the Tree Preservation Plan has more details since it consists of a tree inventory, tree sizes, and a survey of tree location. Moegerle stated really.

'In excess of 25 percent' should be added to 4F. Bonin stated if you are saying that then they would have to replace in excess of 25 percent. Then you are giving them permission to remove more than 25 percent. Mundle stated the developer would be the responsible party to replace in excess of 25 percent. Hanson stated we would use aerial photographs to figure it out. The county does yearly aerials now. Pelawa stated there seems to be more of a problem in the 7-county metro areas.

Terry asked about page 20, B. – if a property owner is removing a tree on their property (specimen). Mundle: would this be approval or a permit. Hanson stated they haven't discussed if there would be a fee or just a permit. Mundle stated a lot of people wouldn't pay \$50.00 to cut down their tree. Holmes stated didn't they at one time have a fee based on the diameter of the tree. He thinks it use to be that way. Hanson stated the fee schedule is typically based on the size of the trees. Usually developers can look at the fee schedule or do plantings. Pelawa stated where we were talking about platted residential lots or lots of record. Hanson stated we might want it to state *existing lots of records*.

Pelawa stated his neighbor has 6 trees with oak wilt and only has 10 trees. Hanson stated the bugs have been out since March 15 this year. Terry stated there is a neighbor that has clear cut a bunch of trees on his street. He doesn't know why they did that, there is oak wilt in the area. It totally changes the territory of that area. He doesn't know how it will affect in the future. The gentleman to the south of him just wanted a view, and clear cut everything down to the creek. Pelawa stated there would be DNR rules that would affect that. Hanson stated they don't deal with the trees of the shoreland district. Terry stated this wouldn't affect his one based on the buffer. It really disrupted the continuity of the area. Pelawa stated there should be a buffer around lakes and rivers. Terry stated he thought there was something in our ordinance. Pelawa stated that is something that should be addressed. Bonin stated before you were saying it is their property and they should be able to do what they want, and now you are saying you should protect an area. Pelawa stated there are quite a few people that allow people to fill a wetland or unintentionally fill in a wetland.

Moegerle stated in the dead, disease, and dying – does that section need more information such as whose responsibility is it? Cornicelli stated most of us don't

need the City to come out and say that a tree has oak wilt. Bonin stated the implication is calling them all dead and dying; you can't prove that they weren't dead after you have cut them down. Bonin stated she has an oak tree that has a branch that is broken off, and it still gets leaves, and you couldn't look at it and see that it died this year or last year. Pelawa stated his neighbor has a limb that has fungus growing on it. Is someone going to come out and say something to them about it? Bonin stated if the damage doesn't happen during the period, it will scar over and it isn't an issue.

Mundle has a question on unauthorized tree removal that starts on page 19/ goes to 20, looking at D. Looking at the fee, who pays the fee to the City or who would replace the trees, also who is penalized? Balfany stated would it be seller or the buyer. If the seller is not penalized, if there is no violation against the landowner for doing this. If the developer gets stuck with the fee, why have all this. Hanson is going to see if this can be on file with the property at the county. Pelawa stated it would be a lien against the property. Moegerle wanted to know how educated the developer is. Mundle stated it might look like a natural land area, and they took out a bunch of trees before. If something is attached to the title, then it is a different story. Pelawa stated once you start opening that up, if they sell it within the first 5 years, they need to come into 100 percent compliance with the ordinance. How about within 8 years, they have less to be in compliance. Do we need a tier and step program with this?

Mundle stated page 19/20 5 A-E, if there is no penalization against the land owner. Balfany stated if the penalty is to the developer, then the current owner has no penalization. Terry stated then this negates the purpose of this. Terry stated the purpose is not to punish, but to have good stewardship. Mundle stated do we want to cross our fingers and hope they do the right thing with our property. Balfany stated currently there is nothing in the ordinances. It is not like someone is coming through and clear cutting the City. We do still have to give faith to the rest of the constituents.

Holmes wants to know what cities have as ordinances. Hanson stated Lino Lakes, Andover, and Woodbury has ordinances. Holmes stated maybe call Bemidji, Duluth, Brainerd, and International Falls.

Cornicelli stated there are two issues – one looking at residential lots and also commercial lots and what the restrictions are. There are two separate issues. Holmes stated if someone wants to develop a piece of property they can clear up to 25 percent. It would be a common law. Cornicelli stated he technically agrees with Bonin on the first issue. But he also knows that a lot that is clear cut, it will eventually revert back to what it is. Clear cut isn't necessarily a bad thing. Hanson stated staff will get an aerial map and see what properties and how many would be affected by the code, especially in the 65 corridor.

Moegerle asked if the MIDS grant we received will have anything to do with this. Hanson stated no that will not, the MIDS pilot program focuses on treating storm water on site.

Pelawa stated the forest management plan is referred to as a woodlands

stewardship plan by the DNR. That plan covers management for deer, grouse, hunting, etc., in addition to trees. This is more conducive to what is happening than development.

Hanson stated she has some information to bring back to staff. Mundle asked if this will go back to staff for more work, and then it will go back to Planning Commission. Pelawa questioned number 13, number 4. What is a common tree? Cornicelli stated it is defined in number 1. Pelawa stated so basically it is anything else.

Balfany stated in the case of a large residential lot, where someone wants to sell ½ of the lot to their child, would they be able to clear ½ their lot to let their child build. Is that addressed in here? Hanson stated typically when people come in they would stake out the houses and 20 feet away from the house you could clear the trees. The trees removed for streets, building pads and driveways aren't counted against you, and that would also include the septic/drain field area.

Pelawa stated what if you have 10 acres, and 7 acres is grass and 3 are wooded, and they want to build their house in the woods – will that be allowed. Mundle stated on page 14, 3A, it discusses that the developer will make the best effort not to remove trees. Balfany stated he doesn't want it to be more restrictive for new development. Bonin stated if somebody is that easily discouraged, let them go. Mundle stated if one person is going away, how many people are turning for that reason. Balfany stated he would hate to see ourselves open ourselves up. It only has to be one bad word out there, where they don't even consider us based on the reputation.

Moegerle stated that Columbus is a tree city, do we know what the regulations are, and should we be one of them. Pelawa stated it is a lot of work. Moegerle stated what does that mean. There is a lot of paperwork, inventory of trees, etc. to gain the certification of a tree city. Moegerle stated what do you get out of that. Pelawa stated you get to call yourself a tree city and fill out a lot of paperwork. Moegerle retracted the interest in becoming a tree city.

Balfany stated the development along Durant, where there is newer development, how restrictive is what we are finishing up, and going to restrict the development of those lots. Holmes stated if people don't want trees then you are in the wrong area, if a person doesn't want trees they won't look at a treed lot. If a person wants trees, they won't buy a cleared lot.

Balfany stated he doesn't want to see developers handcuffed, and doesn't want this ordinance to be too restrictive. We don't want to force a set of parameters. Holmes stated a developer will look at all different areas. Balfany stated we need to let them know we will work with them. Balfany stated he is not saying to do this, he just doesn't want to see them browbeat it to death. He doesn't want to see them come into the City and they can only do certain things. Holmes stated you can't keep everyone happy, granted we will work with them.

Moegerle stated one of the things that have been recommended is to put together a developer packet.

Terry stated he has a possible mute point on something that we didn't discuss on the bottom of page 13. If it were him, if I wanted to do this on a property, and he would want to do the survey himself and that would save him a bunch of money. If he was a developer, he would have someone on their staff do it. Balfany stated it should say, plan prepared and submitted to staff for review.

Pelawa stated you might want to have criteria on how this is presented. Maybe there should be a short little list of what they need. Hanson stated there are tree preservation requirements on page 14.

Pelawa asked if we have a developer checklist. Hanson stated we do have checklists in place for anything dealing with land uses. Moegerle stated we don't have a welcoming packet. Hanson stated staff is putting one together right now, and it is more an informational packet for developers of the development process and contact information. Pelawa asked if it is more just informational rather than detailed. He stated someone could pick one up today, and then come back with the information 5 years later. Terry stated it might be a good idea to have a date on it.

Mundle motioned for staff to review the proposed changes and recommendations with regards to amending the tree preservation ordinance to include regulations for tree removal on non-developing land, make changes and bring it back to the Planning Commission in the future. Bonin seconded, all in favor, motion carries.

City Council Report

City Council Member Moegerle will give Planning Commission an update on issues currently before the City Council. Things are moving forward for a 3-jurisdiction agreement for the utility line for the GRE. Cornicelli was wondering if it is Route A. Moegerle stated it is not Route A. For tomorrow evening's meeting, there is going to be a presentation from the Small Business Administration. Staff and council has had more meetings today with Ady Voltage. That is coming along and we are a month ahead of schedule. You are doing a fabulous job on the minutes.

Approve February 28, 2012 Planning Commission Meeting Minutes

Terry had a correction on page 31, third from bottom paragraph. He asked it to be changed from EBAY item, strike word do and put in the word sell and add an s after items.

Bonin stated they will have cars on site; some of them may not want the car. She thinks the semicolon should be taken out, and because should be added.

Balfany is misspelled.

Bonin corrected on Page 26 Bonin stated that the east side. She asked it, not stated it.

Moegerle asked about a \$4.00 budget. Should it be a \$4.0 dollar budget? Should be corrected to \$4.0 million dollar budget.

Holmes motioned to approve the March 27, 2011 minutes as presented with discussed changes. Cornicelli seconded; all in favor, motion carries.

Adjourn

Holmes made a motion to adjourn the meeting at 8:40 PM. Terry seconded; all in favor, motion carries.

Submitted by:

Jill Teetzel
Recording Secretary

DRAFT