

ZONING COMPLIANCE AGREEMENT

WHEREAS, the City of Spring Lake Park (“City”) has adopted a City Code (SLPC); and

WHEREAS, the City has adopted the International Property Maintenance Code, 2018 edition, which establishes minimum requirements for the maintenance of existing buildings; and

WHEREAS, SLPC 16.20.120(C) states that motor vehicles and trailers must be parked on an approved driveway; and

WHEREAS, SLPC 16.20.120(B) states that only one recreational vehicle may be parked within the front yard setback provided that the vehicle may not be parked closer than five feet to the side yard property line; and

WHEREAS, Section 302.3 of the International Property Maintenance Code (IPMC, adopted under SLPC 12.36.010) requires all sidewalks, walkways stairs, driveways, parking spaces and similar areas shall be kept in proper state of repair; and

WHEREAS, Section 304.13 of the IPMC requires every window to be kept in sound condition, good repair and weather tight; and

WHEREAS, SLPC 12.16.020 states that no person shall operate a rental dwelling without first obtaining a certificate of rental inspection from the City; and

WHEREAS, the City has conducted numerous inspections of real property located at 911 Osborne Road NE (the “Property”) and found the following violations (collectively the “Code Violations”):

- Multiple vehicles were parked on an unapproved surface, in violation of SLPC 16.20.120(C); and
- Recreational vehicle is parked closer than five feet to the side yard property line, in violation of SLPC 16.20.120(B); and
- Driveway is damaged and/or badly worn, in violation of IPMC Section 302.3; and
- Front window is broken, in violation of IPMC Section 304.13; and
- Roof is in disrepair, in violation of IPMC Section 304.7; and
- Property is being rented in violation of SLPC 12.16.020.

WHEREAS, Walter L. Evans (“Owner”) is the owner of the Property; and

WHEREAS, Owner has stated his intention to address and abate the Code Violations; and

WHEREAS, the Owner requests additional time to bring the Property into compliance; and

WHEREAS, the City is willing to grant additional time to Owner in an effort to ensure long-term compliance with the City’s Zoning Code, on certain conditions, which are set forth within this Zoning Compliance Agreement (this “Agreement”).

NOW, THEREFORE BE IT RESOLVED that the City and Owner, in consideration of the mutual covenants contained herein, agree as follows:

1. The City has imposed the following penalties for 911 Osborne Road NE, which are currently outstanding:
 - 2021-378 in the amount of \$1,000.00
 - 2021-395 in the amount of \$2,000.00
 - 2021-407 in the amount of \$4,050.00
 - 2021-424 in the amount of \$8,100.00
 - 2022-142 in the amount of \$150.00
 - 2022-153 in the amount of \$200.00
 - 2022-160 in the amount of \$400.00
 - 2022-169 in the amount of \$450.00
 - 2022-179 in the amount of \$800.00
 - 2022-180 in the amount of \$100.00

Contingent upon Owner's compliance with all terms of this Agreement, the City will stay the imposition and collection of these citations until June 1, 2023. If all Code Violations are fully abated by 4:00pm on June 1, 2023, these penalties shall be deemed waived.

2. Owner states that Owner's son currently resides in the home. Owner agrees to submit a Homestead Application to Anoka County no later than September 15, 2022 changing the homestead status of the Property to Relative Homestead. This homestead change will bring the Property into compliance with SLPC 12.16.020.
3. Owner will park all vehicles on an approved surface pursuant to SLPC 16.20.120(C) no later than September 15, 2022.
4. Owner will move the recreational vehicle parked on the Property so that it is parked no closer than five feet from the side yard property line, no later than September 15, 2022.
5. Owner will replace all broken windows and replace the roof to the residence on the Property, no later than November 30, 2022.
6. Owner will repair or replace the driveway on the Property to bring in into compliance with City Code, no later than June 1, 2023.
7. The City will not issue any additional citations for the above-referenced and currently existing Code Violations on the Property from the effective date of this Agreement through the specific deadlines set forth herein, conditioned upon Owner's full compliance with this Agreement.
8. If Owner does not comply with all of the terms of this Agreement, the penalties stayed in Section 1 will become immediately due and payable. Owner and the City agree that Owner's right of appeal as to each of the referenced citations has expired, and that Owner shall not receive any renewed right of appeal to the reinstated penalties. The City reserves its right to issue additional citations for any violation of City Code and the International Property Maintenance Code, including Code Violations, as defined herein, upon Owner's non-compliance with any of requirements and deadlines set forth within this Agreement until the property is

brought into compliance with the City Code and International Property Maintenance Code.

9. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

APPROVED this ____ day of September, 2022.

WALTER L. EVANS, OWNER

Walter L Evans

Owner

9 - 8 - 2022

Date

CITY OF SPRING LAKE PARK

Robert Nelson, Mayor

Daniel Buchholtz, Administrator/Clerk

Date