

City of East Bethel
City Council Agenda
 Regular Council Meeting – 7:30 p.m.
 Date: October 1, 2014



	Item	
7:30 PM	1.0	Call to Order
7:31 PM	2.0	Pledge of Allegiance
7:32 PM	3.0	Adopt Agenda
	Page 1-2	
7:33 PM	4.0	Presentation
7:34PM	5.0	Public Forum
7:45 PM	6.0	Consent Agenda
	Page 3-4	
		<i>Any item on the consent agenda may be removed for consideration by request of any one Council Member and put on the regular agenda for discussion and consideration</i>
	Page 5-8	A. Approve Bills
	Page 9-22	B. Meeting Minutes, September 17, 2014 City Council Meeting
	Page 23-24	C. Resolution 2014-39 Approving Certification of Unpaid Emergency Services
	Page 25-26	D. Pay Estimate #4, for Lift Station No. 1 Reconstruction Project
	Page 27-28	E. Pay Estimate #4, Whispering Aspen Street Surface Improvement Project
		F. Accept Firefighter Resignation
	Page 29	G. Supplemental Payment Summary
		New Business
7:55 PM	7.0	Commission, Association and Task Force Reports
		A. Planning Commission
		B. Economic Development Authority
		C. Park Commission
		D. Road Commission
8:05 PM	8.0	Department Reports
		A. Community Development
	Page 30-73	1. Rental Ordinance
	Page 74-77	2. Final Plat-Classic Commercial Park Third Addition
		B. Engineer
		C. City Attorney
		D. Finance
		E. Public Works
	Page 78-90	1. Street Light Request
		F. Fire Department
	Page 91-125	1. Anoka County Fire Protection Council JPA Update
		G. City Administrator
	Page 126	1. Grant Application Submittals

8:20 PM

9.0

Other

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

8:30 PM

10.0

Adjourn



City of East Bethel City Council Agenda Information

Date:

October 1, 2014

Agenda Item Number:

Item 6.0 A-G

Agenda Item:

Consent Agenda

Requested Action:

Consider approving Consent Agenda as presented

Background Information:

Item A

Approve Bills

Item B

September 17, 2014 City Council Meeting Minutes

Meeting minutes from the September 17, 2014 City Council Meeting are attached for your review and approval.

Item C

Resolution 2014-39 - Resolution Certifying Emergency Service Delinquent Accounts

Collection of unpaid bills through the property tax system is provided for in the East Bethel Code of Ordinances, Chapter 74, Sec. 74-126 (b) for unpaid utility bills, Chapter 30, Sec. 30-15 for unpaid emergency services. Amounts remaining unpaid by November 15, 2014 will be certified to the auditor in the Recipients County for collection on property taxes.

Item D

Pay Estimate #4 for the Lift Station No. 1 Reconstruction Project

This item includes Pay Estimate #4 to LaTour Construction, Inc. for the Lift Station No. 1 Reconstruction Project. This pay estimate includes payment for construction of the lift station fencing and restoration. Staff recommends partial payment of \$5,750.56. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$342,533.22
Retainage	\$ 17,126.66
Less Previous Payments	<u>\$319,656.00</u>
Total Payment	\$5,750.56

Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project. A copy of Pay Estimate #4 is attached.

Item E

Pay Estimate No. 4 for Whispering Aspen Street Surface Improvement Project

This item includes Pay Estimate No. 4 to North Metro Asphalt & Contracting for the Whispering Aspen Street Surface Improvement Project. All payments for this project will be made to Northern Escrow, Inc as directed by the bonding company and as approved by the contractor. This pay estimate includes payment for bituminous wearing course. Staff recommends partial payment of \$88,896.25. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$ 384,620.05
Less Retainage	\$ 19,231.00
Less Previous Payments	<u>\$ 276,492.80</u>
Total payment	\$ 88,896.25

Payment for this project will be financed from the City's Street Capital Fund, through funds that are collected from the developer for street improvements in accordance with the Developers Agreement, and from excess bond proceeds. Funds, as noted, are available and appropriate for this project. A copy of Pay Estimate No. 4 is attached.

Item F

Accept Resignation of Fire Fighter

Ron Giefer has submitted his resignation as Fire Fighter with the City of East Bethel. Ron has served the City as Fire Fighter since December 2002. Ron is not able, at this time, to dedicate the time and effort needed to be part of the Fire Department. Ron has been a great asset to the City of East Bethel, the East Bethel Fire Department and our community. Staff and Council express their appreciation to Ron Giefer for his service and accept his resignation.

Item G

Supplemental Payment Summary

Fiscal Impact:

As noted above.

Recommendation(s):

Staff recommends approval of the Consent Agenda as presented.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



Payments for Council Approval October 1, 2014

Bills to be Approved for Payment	\$75,570.23
Electronic Payroll Payments	\$23,555.75
Payroll - City Staff - September 25, 2014	\$29,831.32
Total to be Approved for Payment	\$128,957.30

City of East Bethel

October 1, 2014

Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
	SAC Charges	09 2014	Metropolitan Council	101		\$5,385.60
Arena Operations	Bldg/Facility Repair Supplies	63819	Menards Cambridge	615	49851	\$265.15
Arena Operations	Cleaning Supplies	63841	Menards Cambridge	615	49851	(\$4.99)
Arena Operations	Cleaning Supplies	63842	Menards Cambridge	615	49851	\$129.09
Arena Operations	Gas Utilities	427952002	Xcel Energy	615	49851	\$75.55
Arena Operations	Professional Services Fees	10002	Gibson Management	615	49851	\$9,000.00
Arena Operations	Telephone	332373310-154	Sprint Nextel Communications	615	49851	\$31.56
Assessing	Professional Services Fees	3rdQtr 15/16	Kenneth A. Tolzmann	101	41550	\$13,029.63
Building Inspection	Telephone	332373310-154	Sprint Nextel Communications	101	42410	\$18.59
Central Services/Supplies	Legal Notices	142379	ECM Publishers, Inc.	101	48150	\$157.50
Central Services/Supplies	Legal Notices	142380	ECM Publishers, Inc.	101	48150	\$140.63
Central Services/Supplies	Legal Notices	142381	ECM Publishers, Inc.	101	48150	\$174.38
Central Services/Supplies	Legal Notices	142382	ECM Publishers, Inc.	101	48150	\$39.38
Central Services/Supplies	Legal Notices	142383	ECM Publishers, Inc.	101	48150	\$56.25
Central Services/Supplies	Office Equipment Rental	INV64938	Metro Sales Inc.	101	48150	\$380.63
Central Services/Supplies	Office Equipment Rental	7217052-SP14	Pitney Bowes	101	48150	\$151.32
Central Services/Supplies	Professional Services Fees	263377	Frankensigns Incorporated	101	48150	\$60.00
Central Services/Supplies	Telephone	12349734	Integra Telecom	101	48150	\$209.39
City Administration	Telephone	332373310-154	Sprint Nextel Communications	101	41320	\$16.96
City Administration	Travel Expenses	092414	Jack Davis	101	41320	\$129.36
City Clerk	Professional Services Fees	194365	STS Staffing	101	41430	\$405.00
City Clerk	Professional Services Fees	195722	STS Staffing	101	41430	\$243.00
City Clerk	Professional Services Fees	M20779	TimeSaver Off Site Secretarial	101	41430	\$491.00
Engineering	Architect/Engineering Fees	33507	Hakanson Anderson Assoc. Inc.	101	43110	\$115.20
Engineering	Architect/Engineering Fees	33507	Hakanson Anderson Assoc. Inc.	101	43110	\$480.60
Fire Department	Gas Utilities	427952002	Xcel Energy	101	42210	\$83.51
Fire Department	Repairs/Maint Machinery/Equip	2631	Amador Locksmith & Door Svc	101	42210	\$1,169.00
Fire Department	Repairs/Maint Machinery/Equip	140910-049	Titan Energy Systems	101	42210	\$677.41
Fire Department	Telephone	090114	CenturyLink	101	42210	\$58.83
Fire Department	Telephone	12349734	Integra Telecom	101	42210	\$130.88
Fire Department	Telephone	332373310-154	Sprint Nextel Communications	101	42210	\$25.48
General Govt Buildings/Plant	Gas Utilities	427952002	Xcel Energy	101	41940	\$176.49
MSA Street Construction	Architect/Engineering Fees	33501	Hakanson Anderson Assoc. Inc.	402	40200	\$484.82
MSA Street Construction	Architect/Engineering Fees	33502	Hakanson Anderson Assoc. Inc.	402	40200	\$1,589.05
Park Maintenance	Bldg/Facility Repair Supplies	9539690926	Grainger	101	43201	\$117.00
Park Maintenance	Bldg/Facility Repair Supplies	67031	Menards - Forest Lake	101	43201	\$54.30
Park Maintenance	Bldg/Facility Repair Supplies	1539-318543	O'Reilly Auto Stores Inc.	101	43201	\$44.65
Park Maintenance	Clothing & Personal Equipment	1132497810	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Clothing & Personal Equipment	1132509160	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Equipment Parts	F-242400017	Allstate Peterbilt North	101	43201	\$22.56
Park Maintenance	Equipment Parts	F-242410010	Allstate Peterbilt North	101	43201	\$8.46
Park Maintenance	Equipment Parts	F-242530135	Allstate Peterbilt North	101	43201	\$119.89
Park Maintenance	Equipment Parts	P25637	MN Equipment Solutions	101	43201	\$20.71
Park Maintenance	Equipment Parts	P34158	MN Equipment Solutions	101	43201	\$21.94
Park Maintenance	Park/Landscaping Materials	30076526	Federated Co-ops	101	43201	\$129.99

City of East Bethel

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Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Park Maintenance	Park/Landscaping Materials	69652442	John Deere Landscapes	101	43201	\$56.30
Park Maintenance	Small Tools and Minor Equip	63509	Menards Cambridge	101	43201	\$189.02
Park Maintenance	Telephone	12349734	Integra Telecom	101	43201	\$47.98
Park Maintenance	Telephone	332373310-154	Sprint Nextel Communications	101	43201	\$65.92
Payroll	Insurance Premiums	10 2014	Dearborn National Life Ins Co.	101		\$1,071.54
Payroll	Union Dues	09 2014	MN Public Employees Assn	101		\$468.00
Police	General Operating Supplies	9559	J.P. Cooke Company	101	42110	\$104.50
Recycling Operations	Gas Utilities	427952002	Xcel Energy	226	43235	\$25.00
Street Capital Projects	Architect/Engineering Fees	33503	Hakanson Anderson Assoc. Inc.	406	40600	\$598.00
Street Maintenance	Bldgs/Facilities Repair/Maint	1132497810	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	1132509160	G&K Services - St. Paul	101	43220	\$9.17
Street Maintenance	Clothing & Personal Equipment	1132497810	G&K Services - St. Paul	101	43220	\$19.40
Street Maintenance	Clothing & Personal Equipment	1132509160	G&K Services - St. Paul	101	43220	\$19.40
Street Maintenance	Equipment Parts	486953	Ham Lake Hardware	101	43220	\$28.49
Street Maintenance	Equipment Parts	02-178625	Lano Equipment, Inc.	101	43220	\$180.38
Street Maintenance	Equipment Parts	1539-320332	O'Reilly Auto Stores Inc.	101	43220	\$15.86
Street Maintenance	Equipment Parts	PC001596130	Ziegler Inc.	101	43220	\$324.29
Street Maintenance	Gas Utilities	427952002	Xcel Energy	101	43220	\$20.00
Street Maintenance	Lubricants and Additives	1539-313594	O'Reilly Auto Stores Inc.	101	43220	(\$9.25)
Street Maintenance	Lubricants and Additives	1539-320582	O'Reilly Auto Stores Inc.	101	43220	\$89.46
Street Maintenance	Motor Vehicles Parts	F-242600068	Allstate Peterbilt North	101	43220	\$51.60
Street Maintenance	Motor Vehicles Parts	F-242610013	Allstate Peterbilt North	101	43220	\$71.06
Street Maintenance	Motor Vehicles Parts	F-242620043	Allstate Peterbilt North	101	43220	\$58.30
Street Maintenance	Motor Vehicles Parts	C241169597.01	I State Truck Inc.	101	43220	\$147.49
Street Maintenance	Repairs/Maint Machinery/Equip	20306	Central Truck Service, Inc	101	43220	\$86.20
Street Maintenance	Repairs/Maint Machinery/Equip	WEB-0917- 00070	North Metro Auto Glass	101	43220	\$120.00
Street Maintenance	Safety Supplies	9541231305	Grainger	101	43220	\$96.32
Street Maintenance	Sign/Striping Repair Materials	TI-0278023	Newman Signs	101	43220	\$1,170.40
Street Maintenance	Small Tools and Minor Equip	332373310-154	Sprint Nextel Communications	101	43220	\$105.97
Street Maintenance	Street Maint Materials	BL0000002412	TrueNorth Steel	101	43220	\$1,271.55
Street Maintenance	Telephone	12349734	Integra Telecom	101	43220	\$47.98
Street Maintenance	Telephone	332373310-154	Sprint Nextel Communications	101	43220	\$162.90
Street Maintenance	Welding Supplies	487122	Ham Lake Hardware	101	43220	\$10.43
Water Utility Capital Projects	Architect/Engineering Fees	33504	Hakanson Anderson Assoc. Inc.	433	49405	\$15.41
Water Utility Capital Projects	Architect/Engineering Fees	33505	Hakanson Anderson Assoc. Inc.	433	49405	\$2,826.92
Water Utility Capital Projects	Architect/Engineering Fees	33506	Hakanson Anderson Assoc. Inc.	433	49405	\$7,450.40
Water Utility Capital Projects	Small Tools and Minor Equip	99833	Ferguson Waterworks #2516	433	49405	\$10,548.34
Water Utility Capital Projects	Software Licensing	151857	Banyon Data Systems, Inc.	433	49405	\$10,331.50
Water Utility Operations	Bldg/Facility Repair Supplies	63509	Menards Cambridge	601	49401	\$179.99
Water Utility Operations	Cleaning Supplies	63509	Menards Cambridge	601	49401	\$131.93
Water Utility Operations	Gas Utilities	091614	CenterPoint Energy	601	49401	\$12.59
Water Utility Operations	Gas Utilities	091614	CenterPoint Energy	601	49401	\$17.84
Water Utility Operations	Small Tools and Minor Equip	219241	City of Roseville	601	49401	\$635.90
Water Utility Operations	Telephone	090114	CenturyLink	601	49401	\$536.67
						\$75,570.23

City of East Bethel

October 1, 2014

Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Electronic Payroll Payments						
Payroll	PERA					\$5,400.63
Payroll	Federal Withholding					\$5,005.76
Payroll	Medicare Withholding					\$1,387.94
Payroll	FICA Tax Withholding					\$5,934.70
Payroll	State Withholding					\$2,051.41
Payroll	MSRS/HCSP					\$3,775.31
						\$23,555.75

EAST BETHEL CITY COUNCIL MEETING

SEPTEMBER 17, 2014

The East Bethel City Council met on September 17, 2014, at 7:30 p.m. for the regular City Council meeting at City Hall.

MEMBERS PRESENT: Bob DeRoche Ron Koller Tim Harrington
Tom Ronning

MEMBER ABSENT: Heidi Moegerle

ALSO PRESENT: Jack Davis, City Administrator
Andy Pratt, City Attorney
Mark DuCharme, Fire Chief

Call to Order The September 17, 2014, City Council meeting was called to order by Mayor DeRoche at 7:30 p.m.

2.0 The Pledge of Allegiance was recited.

Pledge of Allegiance

3.0 **Harrington, "I'd like to make a motion to adopt tonight's agenda." Ronning, "Second." DeRoche, "Any additions or subtractions?" Harrington, "To the Consent Agenda, I'd like to add 6.0 G, Supplement Payment Summary."**

Adopt Agenda

DeRoche, "Anything else? Hearing none, any more discussion? All in favor?" **All in favor.** DeRoche, "Opposed? Hearing none, motion passes." **Motion carries unanimously.**

4.0 Davis reviewed the staff report, indicating the Council is asked to consider approval of Resolution 2014-36, which is, "A Resolution Accepting and Expressing Appreciation for the Donation of a POW-MIA Flag from Ken and Jeanette Langmade." Davis read Resolution 2014-36 into the record as follows:

4.0A **Donation of POW-MIA Flag**

WHEREAS, Ken and Jeanette Langmade have made a donation of a POW-MIA Flag to the City of East Bethel on behalf of all Veterans and active Military personnel ; and

WHEREAS, The City of East Bethel recognizes the symbolic nature of this Flag and are forever grateful for those who have sacrificed their lives and have suffered confinement as prisoners of war in service to our Country; and

WHEREAS, The City of East Bethel accepts this donation to display the City's support for POW's and MIA's of foreign wars; and

WHEREAS, This flag will be prominently displayed at City facilities;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: The City Council hereby accepts the donation of the Flag by Ken and Jeanette Langmade and expresses its thanks and appreciation to the donors and those to whom the Flag is dedicated.

Davis, "At this time, I would entertain a motion from Council to accept and support the Resolution."

DeRoche, "I move to accept the motion and the Resolution and make the motion to accept the MIA-POW Flag from Mr. Ken Langmade." Ronning, "Second."

4.0A

Donation of
POW-MIA
Flag

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

Davis, "At this time, I'd like to ask Ken Langmade to step up and be recognized. Ken is our Parks Chairman and also a World War II Veteran and we appreciate everything that he has done."

Ken Langmade, "Mr. Mayor, in honor of Veterans, it gives me great pleasure to present to the City of East Bethel the POW-MIA Flag, which we Veterans are very proud of. I know our Mayor is a Veteran and of course, I am too. Tom is. How about Tim?" Harrington, "I'm not a Veteran, no." Langmade, "Okay, like I say, on behalf of all of us, I will present this to our Mayor."

At this point in the meeting, Mr. Langmade presented the MIA-POW Flag to Mayor DeRoche. The audience responded with a round of applause.

Harrington, "Thanks Ken."

4.0B
Sheriff's
Report

Commander Shelly Orlando, "Good evening. And, thanks Ken for your service."

Commander Shelly Orlando presented the August 2014, Sheriff's Report:

DWI's: There were three DWI's in August. Two DWI arrests were the result of driving conduct stops. One arrest was the result of a motorcycle crash where the driver was going too fast and ran off the road. The driver complained of back pain and was taken to the hospital where he refused to take a test to determine intoxication. The suspect was charged with gross misdemeanor refusal to test.

Thefts: There were 13 thefts reported. One theft report involved a boat and trailer that were taken from a backyard of a home. The boat was a 1964 Larson. One report was for a gas no-pay. A male reported a shotgun taken from a shed in his yard. We would ask that you keep your firearms locked in your house, not in an outdoor shed. One theft report involved items being taken from a car that was parked in the driveway. A neighbor came over and asked if homeowners were missing any items as they had found some property in their son's bedroom that did not belong to him. The items missing were returned and the case is still under investigation. A vehicle was taken from a driveway; keys were left in the vehicle. That's not a good place to leave keys to your vehicles. A golf course conducted an inventory on their golf carts and found that three were missing. They were described as being green with a tan top. A John Deere tractor was found to be missing from a field where it had been left. The keys were in the ignition in the tractor as well. A business reported several 17-20 foot long steel beams taken from the yard. That case is under investigation with some DNA evidence hopefully being processed. A report was made of a ring missing, believed to have been taken by a family member. There was one report of a license plate stolen from a vehicle that was parked near the road, for sale.

Burglaries: There were three reports of burglaries. One report involved a home under construction where wiring had been taken. One report involved a vacant house that had a furnace, air conditioner, and kitchen faucet taken. The water lines had also been cut. Entry was believed to have been made through a window. A shed was entered and a riding lawnmower, leaf blower, plow blade, and pressure washer were taken as well.

4.0B
Sheriff's
Report

Damage to Property: The damage to property reports all involve damage to vehicles. The first report was a neighbor that had his tires flattened and eggs thrown at his residence after confronting another neighbor regarding his driving upon a vacant lot. The suspect was intoxicated and belligerent when deputies were dealing with him. The suspect was charged. The suspect did replace the tires the next day. A second report involved two tires found flattened the day after the victim's estranged husband had been at the residence. The suspect denied doing any damage to the tires as he knows that is the only way for his wife to get around with their kids. One report involved an acquaintance damaging the windshield on a vehicle as it was parked on the street. The victim reported watching the acquaintance slow down as he drove past, throwing wrenches out the windows at his vehicle. A citation was issued to the suspect. Lastly, a male called to report tires slashed on his girlfriend's vehicle. The male suspected a neighbor, whom he had been having some issues with at a local establishment. The neighbor denied any wrongdoing and stated he believed the victim may have done it just so he could blame him. The case is under investigation.

5th Degree Controlled Substance: There were two arrests for 5th degree controlled substance crimes. Both arrests were the result of driving violations. The first incident involved a traffic stop where the suspect was very nervous and admitted to the deputy that she had marijuana and a pipe in the vehicle. A small bag containing a powdery white substance was found as well. The substance tested positive for methamphetamine. A contact lens case was located in the trunk that held several prescription medications as well. The second arrest was the result of a speeding violation. The driver and passengers were known to be involved in narcotics-related activity. One of the passengers had an open container of alcohol. The vehicle did not have any insurance on it and when a K9 conducted a sniff test, he alerted to the presence of drugs in the vehicle. A pipe containing a substance that tested positive as methamphetamine was located. The driver was arrested.

Arrest Breakdowns: We had five felonies. Three arrests were for 5th degree controlled substance. Two are from the same incident. Two felony violations of orders for protection. Twelve misdemeanor arrests. We had one for 5th degree assault, one disorderly conduct, one disturbing the peace which was in relation to barking dogs, two for damage to property, one for flee on foot, two for obstruction of legal process which were from the same incident, one for possession of a small amount of marijuana, one for possession of drug paraphernalia, one harassing communications, and one violation of harassment restraining order.

DeRoche, "Busy. How are we doing on the meth stuff? Is that kind of getting under control?" Orlando, "I was just at a meeting this afternoon and we had our DEA agent who helps out in Anoka County. He said heroin has been kind of a big, obviously, has been a big issue but they are seeing more and more kind of meth, single meth lab type dumping incidents and that kind of thing. So, meth is still a popular drug. The thing with meth is you're not going to die if you take it. Whereas, with heroin, that is a chance that you do take. So, some people take meth instead. It is still around and it's still an issue that's out there."

DeRoche, "Any questions? Great, thanks Shelly." Orlando, "Thank you."

Informational; no action required.

**5.0
Public
Forum**

Eric Erickson, "I'm here for my Communications Merit Badge. It's a requirement that I had to come to a City Council meeting at the City Hall. I'm not sure what else to talk about."

DeRoche, "How long have you been in Scouts?" Erickson, "Well, I've been with Scouts since the fourth grade and I'm currently First Class and I'm working on my Star Scout."

Davis, "Congratulations." Ronning, "Yes, good for you." Davis, "Hopefully we'll see you back here if you work on your Eagle Badge. We may have a project for you." DeRoche, "There you go." Erickson, "Possibly." DeRoche, "Well thanks for coming Eric."

The Council and audience responded with a round of applause."

**6.0
Consent
Agenda**

Item A Bills/Claims

Item B Meeting Minutes, September 3, 2014, City Council Meeting
Meeting minutes from the September 3, 2014, City Council Meeting are attached for your review and approval.

Item C Resolution 2014-37 Setting Public Hearing Date – Delinquent Accounts
Staff recommends adoption of Resolution 2014-37 setting the public hearing date of November 5, 2014, and certification of amounts remaining unpaid by November 15, 2014.

Item D Pay Estimate No. 3, Whispering Aspen Street Surface Improvement Project
Staff recommends approval of Pay Estimate No. 3 in the amount of \$71,375.64 to North Metro Asphalt & Contracting for the Whispering Aspen Street Surface Improvement Project.

Item E Amendment to 2014-16 Labor Agreement
Staff is recommending approval of an amendment to 2014-16 Labor Agreement accepting a set amount increase to the plan of \$12.31 per month per employee, or a 1.4% increase for 2015. This increase matches that which was included for this item in the 2015 City Budget.

Item F Potential Dangerous Dog Hearing, August 6, 2014, Minutes Amendment
The motion for the August 6, 2014 Potentially Dangerous Dog Hearing shall be amended to reflect this correction.

Councilperson Moegerle, "I don't think the dog should return and I'll make a motion to the affect that the dog shall not return to the City of East Bethel at any of Ms. Murphy's properties."

Item G Supplemental Payment Summary

Ronning, "Move to approve the Consent Agenda as is." Harrington, "I'll second."

DeRoche, "I'd actually like to pull C, F. We added G. We don't really have to pull that but C and F."

6.0C
Resolution
2014-37
Setting Public

Davis, "I'd requested the Mayor to pull Item C. The resolution certifying the delinquent accounts to the County Auditor, there is one date in there that is incorrect and it involves the collection of unpaid emergency services. I would like to go ahead and recommend the resolution be approved with that section deleted and we'll have that at the next Council

Hearing Date meeting or by the 15th with the corrected dates and notifications.”

– Delinquent
Accounts

Ronning, “**I move to amend my motion** to exclude the, what is it? C for services?” Davis, “It’s the second WHEREAS in that Resolution. It’s the unpaid emergency medical services.” Ronning, “**to pull the unpaid medical services until such time when it can be available.**” DeRoche, “Corrected.” Ronning, “Yeah, that’s good.” DeRoche, “You good with that Tim?” Harrington, “Pardon me?” DeRoche, “Do you second that?” **Harrington, “Yeah, I’ll second that.”**

DeRoche, “All right. All in favor?” **All in favor. Motion carries unanimously.**

6.0F
Potential
Dangerous
Dog Hearing,
August 6,
2014, Minutes
Amendment

DeRoche, “I pulled F and the reason being, it’s our Potentially Dangerous Dog Hearing that we’ve had two on the same instance. Two things. It was asked that part of that meeting be transcribed and the second part is there was a statement made that the deputy had amended the police report. The indication or feeling that I got out of it was that he changed the report to almost say that it wasn’t a potentially dangerous dog, or whatever. However, there was an amendment made to the report. Jack, you want to read that so we can put it in the minutes?”

Davis, “Yes, Mrs. Murphy had indicated that she had talked to a deputy after this to clarify the ownership of the dog. She spoke with Deputy Sorenson on August 27th of 2014. Mr. Sorenson quotes: *‘While on patrol, Mrs. Murphy flagged me down and asked me about a report that showed her as the owner of the dog in question that bit someone. Mrs. Murphy said she is not the owner of the dog and she was just watching the dog. She said that the dog owner is Joseph Alvite. I advised Mrs. Murphy I would write a supplement statement stating this. She said all the vet records for the dog list Alvite as the owner.’* This is the statement that the Sheriff’s Office provided us in relation to this incident. We would request that this be an amendment that is added to the minutes.”

DeRoche, “And, with that being added, I move to approve.” Koller, “I’ll second.”

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

Ronning, “What about G?” DeRoche, “Well, that was added. Oh, we have to make a motion to accept. Correct?” Davis, “I don’t think we approved the rest of the Consent Agenda. We just approved C and F.” **DeRoche, “All right, then motion to approve A, B, D, E, and G.** Those are the things that haven’t been approved, correct?” **Harrington, “I’ll second.”** DeRoche, “Any discussion? All in favor?” **All in favor.** DeRoche, “Opposed? Hearing none.” **Motion carried unanimously.**

**7.0
New Business**

Commission, Association and Task Force Reports

7.0A
Planning
Commission

None.

7.0B None.

Economic
Development
Authority

7.0C None.

Park
Commission

7.0D None.

Road
Commission

8.0 None.

**Department
Reports**

8.0A
Community
Development

8.0B None.

Engineer

8.0C
City Attorney
8.0C.1
Review of
City E-mail
and

Davis, "At this time, we'll request that our City Attorney review the City E-mail and Harassment Policies and he will present the requirements for use of e-mail addresses and give us the distinction between public and non-public data and provide an explanation of harassment and hostile workplace policy in the law as it relates to employee/staff relationships. Andy?"

Harassment
Policies

Pratt, "Thank you. Mr. Mayor, members of the Council, nice to be with you tonight. As Mr. Vierling is enjoying some time off. So, I was asked to put together and what I think you have at your dais is a memo from me and our office on these issues that the City Administrator just discussed. It's a brief memo and we don't have to get too much into it. I'll be brief with my presentation and certainly entertain any questions that you have or discussion as well.

The two areas that we're talking about, e-mail and sort of, I describe it as workplace issues. They are interesting, sort of blurred lines between your members, your roles as Councilmembers, and your relations with the staff of the City and the public, in the public data realm. Now you know that you have a Personnel Policy. There were amendments to that Policy that were adopted earlier this year, from my review of the minutes that you had. You probably also know that those Policies don't apply to you as Councilmembers. You are not full-time or part-time employees of the City. That's what those Personnel Policies are meant for, to govern the day-to-day organization and administration of the City.

However, I think, and I had a talk with our employment attorney, Mike McCain, on this in our office. I think that those Policies are instructive and illustrative of how Councilmembers can act as well. So, it might be worth your time to go through some of those items when certain questions come up. Obviously, the whole Policy is fairly lengthy but it's laid out pretty well. I went through it myself.

I'm certainly not the expert on employee relations but I did pick out a few items here. The first one would be how e-mail is used. Section 3.7 of your Personnel Policy gets into e-mail and technology use by your staff. Now, for Councilmembers, I'm aware that you have City

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e-mail addresses and that's meant for all sorts of correspondence and communication between staff and amongst yourselves. Packets go through there and all that sort of thing.

Now, you may have your own personal e-mail addresses as well. So, when do you get 'gray lines,' sort of, for how those e-mail addresses and correspondences are interchanged. I find it interesting. I've sort of become a guru or something on data practice law for the various cities that we work with. There's an interesting section in the law that maybe you should be aware of which states that if you have like a 'cc' box on there that includes a lot of third parties, that if you're on that, you may not even know who they are if they are sent by somebody else. That basically makes any correspondence, it puts it out there, obviously, in the public realm.

Generally, all correspondence between individuals and elected officials is private data. So, if somebody with a, a citizen with an issue or something e-mails the Council or e-mails an individual on the Council, if somebody else wants to get a copy of that, they can't get that. That's private. Unless, it's very easy though, to get it, only one party has to give it up, I guess, or just close it.

But, if someone's cc'd on there, you just kind of have to be careful how you do that because then that automatically lifts the private privilege on it. Sometimes, certainly any communication from our office that's going to be attorney/client privileged. We will put that out in bold, flashing letters for you to not do anything with it, not reply all, not forward it, not copy it, not send it to your personal e-mail. All that sort of thing. I cite the section in the law for you in this memo that says that's a private correspondence between elected officials and individuals unless somebody lifts that private categorization.

On the second page of it, and I kept the memo brief, only two pages, which is hard for me to do sometimes because I keep going on and on. I did run into this issue and I kind of listed examples here of how personal e-mail addresses that are used for City business sometimes causes problems. In this situation, there was a councilmember who set up their city e-mail so it automatically rolled into their personal e-mail account because they didn't check the city e-mail ever. They thought, 'Well, if I'm ever out and about, I'll have it at least.' Well, that person, tragically, died while he was still on the council and then there was kind of a messy battle about who's going to get all of his personal effects and everything. There was even a fight over the laptop and the e-mail account. I'm not sure how that all works, about who possesses that. But, there was a fight over that. His family was fighting on that. And then, of course, there was a data request that was submitted looking for e-mail correspondence between councilmembers and other citizens. So, the city was in a very tough spot in that situation to basically seize the laptop because the city had to comply with that data request. If the e-mail hadn't rolled over to his personal e-mail, then we wouldn't have had that problem because it would have all been on the city server, basically, with the city e-mail domain addresses.

So, that's an extreme example but it's an example of showing that City e-mail should be used for official City business if at all possible and personal e-mail should not. There are some cities, I believe, that have policies to that effect. The policy would probably be two sentences long, just stating what you are using this for and no personal e-mails. So, that would be something you could maybe consider. But, I think as a general practice, cities have sort of an informal policy of that level, to keep it on the city e-mail. And, that's important to know.

8.0C.1
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City E-mail
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Then I get into, in the memo here, sort of employee relations. In this section, I did run it by Mr. McCain, our employment lawyer. He's more of an expert than I am, certainly. We can answer any questions you have on this. Basically, the term 'harassment' and other terms like that, again, it's a little tricky because you are elected officials. In the Personnel Policies that are maintained by the City, there are strict regulations in there prohibiting harassment from employee to employee, from supervisors to employees, etc. Volunteers may even be included in that as well.

Typically, though, if somebody is just being rude or vulgar, or something, that's not rising to the level of harassment. It has to be attack against someone's race or nationality or something like that, a protected class. Then it rises to a level of a law suit, which obviously we want to keep the City out of if at all possible

Now, elected official behavior, that's a different 'ballgame' because you're not subject to that Personnel Policy. You are not personnel of the City. But, you are the decision making body of the City. You have authority, ultimate authority, over your hiring and your firing and salaries and budgets and everything. So, your behavior as a Council might effect the perceptions of staff inordinately. I guess I would say that they could feel a certain way towards your behavior, seeing you as the ultimate bosses. So, that's another thing to keep in mind. I struggled with how to word this in my memo because I can't really ground it in your Personnel Policy. It's kind of a general ethical discipline for you.

Finally, and we've been through this a little bit before, but you as elected officials, there's no way to get you off the Council through a recall vote like there is in some other States. So, it's kind of a self-governing body, which is always a good thing if you can self govern yourselves. I put examples of when you can get dismissed from the Council and those are in there for you but those are rare, as you know. It's not just an easy thing to do. Just keep that in mind as you go along.

I just wanted to briefly go through that tonight. Since this was developed after the packets went out, you can have some time to read it and definitely get back in touch with me or Mark or anybody in our office and we can go through any questions or discussion you have on it. Appreciate the time."

DeRoche, "Any questions?"

Ronning, "I'm not sure I understood what you said about data requests from that private. Could you explain that please?" Pratt, "Sure, and the way I, maybe you're referring to the correspondence between residents or anybody third party with elected officials. The way that I read that Statute, it's basically that if you have some sort of e-mail correspondence, or example, between a Councilmember and somebody in the public, and a third party wants to figure out what was said there, if they have an inclination about something, they could request that but it would be denied because under the law it's private data. But, if the Councilmember wanted to say, 'Okay, fine, I'll send you a copy of the e-mail.' There's really no, the way I read it, no penalty associated with that. They can, like, lift the privilege basically. It's basically if someone, if there was an attorney/client privilege communication that was given to somebody who wasn't supposed to see it, then the privilege is pretty much lost on that. So, that's how I read that."

Ronning, "Is there anything that objects to the practice of that happening? In the form of a Statute or something?" Pratt, "Objects to the...?" Ronning, "To the, let's say I 'roll over'

8.0C.1
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like this person did and I don't die. But somebody wants a copy of my communications. Is there something that addresses, I shouldn't do that? Some kind of standard?" Pratt, "There isn't anything in the Statute. That's why it's so tricky. That's why it's so 'frowned upon' to have a personal e-mail address injected to all of this because then you could have government data, which is subject to the Data Practices Act. It doesn't matter which medium it's stored in. It's subject to it so people would have to go in and, you know, we wouldn't know your password for your personal account and if you don't give it to us, then how can the City comply with the Data Practices Act request? That's where cities get put into 'sticky' situations. That's why the City e-mail address is much easier to deal with because the City has some control of locating those e-mails."

Pratt, "Another thing I didn't put into the memo but I just wanted to mention. There's kind of a new law that was passed in 2014 that's interesting to me. If anyone is on social media, Facebook, Twitter, and all that sort of thing, I see some laptops up here so maybe you are...there is not a violation of the Open Meeting Law if you have discussions on Facebook or conversations with people as long as it's not like a 'locked room' so to speak. If the public has access to see those back and forth discussions, it's not a violation of the Open Meeting Law. Now, I've forgotten my Facebook password myself so I'm not too up on that anymore. I'm not sure how that works, if you can limit your discussions that only certain members can see. Of course, you have 'friends' and everything on Facebook but I think a lot of times, your back and forth is discoverable. That's the important part to know under the Open Meeting Law. So, there's a new law passed on that. That does not cover e-mail so we still have that prohibition, basically, on decisions being made via e-mail by a quorum of Councilmembers at any time, or rolling meetings, and all that sort of thing so that's still there."

Davis, "I have one question Andy. If a Councilmember sends an e-mail to a staff member from their personal e-mail address to the staff member's City address and there is a public data request, then does that data become public data?" Pratt, "Without knowing, you know, without having a factual circumstance, I think it would though because the phrase 'governmental data,' which is subject to the Data Practices Act, which is public, there's a default that it's public data. And so, in situations like that, a personal e-mail of a Councilmember sending to a City staff, that almost in 99% of the cases, I would imagine, would be 'government data' and it's discoverable. The Data Practices Act is so large and hard to comprehend a lot of times, but the default is that all government data, and when I say 'government data' anything pertaining to the operations of governmental entity, all of that data is presumed to be public. You have to find an exception in the law that makes it private. One of the exceptions is the one I've been talking about, correspondence between Councilmembers and non-Councilmembers that's private. But, those are rare exceptions. The default is that it's public. So, it's a 'word to the wise.'"

Ronning, "It's interesting." DeRoche, "Anybody else got any questions? Thanks Andy." Pratt, "Thank you."

Informational; no action required.

8.0D
Finance

None.

8.0E
Public Works

None.

8.0F

Fire
Department
8.0F.1
Monthly
Report

Fire Chief DuCharme, "Thank you Council, Mr. Mayor. Tonight I'll report on August of 2014. Our response calls for that month, for August, we had 36 calls. You have the list in front of you. A couple interesting ones, if I could. We did have a lawn mower fire and it was not your average lawnmower. It was a zero-turn one and the person that was using the lawnmower, actually what happened was it was malfunctioning so he stuck his hand into the air intake to adjust the carburetor and it backfired. It set him on fire. He ended up with some pretty severe burns. It's interesting because the call came from a neighbor who said, 'I think there's an illegal burn in their back yard. There's something burning.' And, then she later called back to update us and said, 'No, it's this lawnmower that's on fire and the gentleman that was operating it, you know, has some burns.' So, we did send him off. He was treated for burns and taken directly to a trauma center for treatment. I don't know if they actually transported him back down to Hennepin County Burn Center but his burns were pretty impressive.

We had some mutual aids. Fortunately, they were canceled enroute. One of them was actually a house fire call. I think it was a garage that was reportedly on fire. Ham Lake started us immediately, which is common. And, found that there was no fire or a small fire that they could handle. The other canceled mutual aid that's on that list was to Linwood. Actually, an auto accident where it sounded like it was going to be a pretty severe auto accident and needed some additional resources.

In the month of August, we had 20 medical calls. Kind of a mixture of them. Of the 20 medical calls, 12 of those patients were actually transported. Also, we had three medical calls that were canceled on the way. That dealt with a variety of reasons from someone really not being sick to we actually had a DOA that the Sheriff canceled us on.

We continue with our Inspection Program. In the month of August, especially in the second half of August, there was quite a bit of time that was spent with Star of the North Academy, our Charter School that's off Viking. And, staff here worked with State inspectors to make sure that the School was ready to open and fire alarms and sprinkler systems and everything was in order. They have opened. Actually, I stopped in there after. The building looks really good inside so they are in operation. Are there any questions that I could answer?

I do want to note, if it's all right Mr. Mayor, that this will be the last time before our Open House that I'll be in front of the Council. So, I want to remind Council and I also want to remind the public that Saturday, October 11, will be the Fire Prevention Open House. It's going to be at Station #1, which is 2751 Viking Boulevard. We're going to start at 10 o'clock and we're going to go until 2 o'clock. We'll have hotdogs. We'll have a chili contest again. If anybody on the Council would like to join in on the chili contest, we invite you. North Memorial is going to fly Air Care in. They'll be coming from the Ramsey Fire Department, it looks like. The Sheriff's Department, providing it's a quiet weekend, is going to be represented there. And, we have invited some other agencies that we haven't quite heard back yet. So, always that's a popular time. We hope that the public comes and gets a good 'taste' of what we are going to do. We'll have some water rescue demonstrations set up also. We'll fill up our holding tank, or dump tank. You'll be able to talk to the fire fighters and things like that."

DeRoche, "Great, anybody got questions? No? Good luck Mark."

8.0G
City
Administrator
8.0G.1
Administra-
tive
Coordinator
Hire

Davis presented the staff report, indicating Wendy Warren resigned the post of Deputy City Clerk on July 21, 2014. Prior to her resignation, she was on medical leave for six months and during her absence the duties of this position were apportioned and shared by staff and contracted services. The temporary reassignment of many of these functions and the subsequent effective performance of City staff and contractual services in the execution of these duties has permitted us to re-examine the requirements of this position.

We propose to change the position of Deputy Clerk to Administrative Coordinator. The job description would remain essentially unchanged from that of the Deputy City Clerk except the basic responsibilities for taking Council minutes, IT functions, and accounting duties have been removed from the job responsibilities. The changes as proposed would also require that there be a reduction in the pay grade of this position from Grade 8 to Grade 6.

Carrie Frost, the current Administrative Support I for Community Development, has been responsible for many of Wendy's previous duties, including and most importantly, that of Election Supervisor. Carrie has performed these jobs flawlessly and with an exemplary attitude. Carrie has the character qualities, experience, and the skill set that we seek for the position of Administrative Coordinator.

We recommend an internal promotion of Carrie to this position. In addition to Carrie's recommendation for promotion to this position, Staff also wishes to recognize the efforts of Jackie Campbell and Karen White for their performance in general and in particular during Wendy's absence.

We're proposing two different recommendations and two different sets of motions on this. The first recommendation is staff is recommending the promotion of Carrie Frost to the position of Administrative Coordinator with the job description as attached in your packet at the salary of \$49,008.06 and a waiver of any probation requirements. If approved, we also recommend a start date of the promotion would be October 1, 2014.

DeRoche, "That being said, so we're creating the Administrative Coordinator position?" Davis, "That is actually the new position, the Deputy City Clerk with just the job responsibilities redefined." DeRoche, "Okay, do we need a separate motion to create, to change that position?" Pratt, "I think the way you've laid it out, I'm comfortable with the one and two recommendations."

DeRoche, "Okay. Well, that being said, I move to promote Carrie Frost to the Administrative Coordinator position and to recognize Jackie Campbell and Karen White for their efforts."

DeRoche, "I don't know if people really understand just how much Wendy Warren did in the City. But, people that did a lot of business here, or came in here quite a bit, she pretty much knew, what was there Jack, 11-12 years of history and elections and getting to know people and knowing where everything's at. When Carrie came in, she kind of came under Wendy's 'wing' or as it were 'wings.' She was a real fast learner. She's a pleasant person, smart. I think she'll do just fine. I mean, she got us through the elections, the primaries. That's kind of a 'trick in itself' I think."

Ronning, "Is this in the form of a motion?" Davis, "Yes." **Ronning, "I'll second."** DeRoche, "Any more discussion? All in favor?" **All in favor.** DeRoche, "Opposed? Hearing none, so be it." **Motion carries unanimously.**

8.0G.1
Administra-
tive
Coordinator
Hire

Davis. "The second recommendation we have regarding this item is we are requesting Council's authorization to advertise for the position of Carrie's former position, Community Development Administrative Assistant at Pay Grade 5, which is currently what it is ranked."

Ronning, "I move to accept Recommendation 2 as written to hire the position of Community Development Administrative Assistant with, what's, do you have an effective date?" Davis, "No, we will advertise for that. We'll take applications and then come back to you with a recommendation." **Ronning, "...at such time as somebody is available for that."** **Harrington, "I'll second that."**

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

8.0G.2
Resolution
2014-38
Requesting
Additional
CDBG Funds

Davis presented the staff report, indicating the City applied for a \$300,000 Community Development Block Grant for septic system repair in the Coon Lake Beach Neighborhood in January 2014. The County approved our application but the funding amount was reduced to \$200,000. The County has informed Staff that an additional \$100,000 for the program is now available. If approved by Council, this would provide the original funding that was requested by the project. Acceptance of the offer would not require any obligations of City funds other than Staff time for program administration.

Staff is recommending Council consider Resolution 2014-38, Requesting Additional CDBG Funds for the Coon Lake Beach Septic Improvement Program.

DeRoche, "I move to accept Resolution 2014-38, A Resolution Authorizing the City of East Bethel to Request Additional Community Development Block Grant (CDBG) Funds through Anoka County for the Purpose of Assisting Individual Qualified Home Owners to Repair or Replace their Non-Compliant Septic Systems." **Ronning, "Second."**

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

8.0G.3
Town Hall
Meeting Date

Davis presented the staff report, indicating the Fall Town Hall Meeting has been held since 2005. The meeting is generally held in November after the General Election and is designed to be scheduled on a date that doesn't conflict with any other municipal or school district meetings.

There's only one date on the calendar, at this time, that doesn't conflict with any meetings, holidays, or City or Independent School District 15 and 831 meetings and that is Thursday, November 20th.

The following dates could be alternate options but these dates would have conflicts with City Commission/Authority Meetings:

- Wednesday, November 12th (conflict with Parks Commission)
- Monday, November 17th (conflict with EDA)
- Tuesday, November 18th (conflict with Roads Commission)

We would propose the same format that has been used in the past:

- Council and Staff members would be available for individual discussions at the Senior

8.0G.3

Town Hall
Meeting Date

Center from 6 p.m. to 7 p.m.

- A Question and Answer Session in City Council Chambers would be scheduled 7 p.m. to 8 – 8:30 p.m. for any City topics for Council.
- A Wrap-up Session at the Senior Center would be scheduled for additional individual discussion with Council or Staff members to conclude at 9 p.m.

We need to set a date for this meeting so we can place the notice in our Fall Newsletter. The newsletter will be sent to the printer tomorrow, September 18, 2014, and will be distributed to City residents by the end of the month.

Staff is requesting that Council set a date for the Fall Town Hall Meeting

DeRoche, “Well, I guess the 20th is the only we have.” Davis, “Yes, we’re really pretty limited. You know, you can go after the 20th but then you’re into Thanksgiving week and that’s kind of a hard week to get people interested in coming out. DeRoche, “The 20th sounds fine to me. How does it look for you guys?” Ronning, “Do you want a motion?” Davis, “Yeah.”

Ronning, “I move to accept November 20 as the date for the Fall Town Hall Meeting.”
Koller, “I’ll second that.”

DeRoche, “Any discussion? All in favor?” **All in favor.** DeRoche, “Opposed? Hearing none, motion passes.” **Motion carries unanimously.**

9.0 Other

9.0A

Staff Reports

Davis, “We have our Fall Recycle Day scheduled for this Saturday at the Ice Arena from 8 a.m. to 1 p.m. So, if you have any recyclable items that you want to get rid of, please come. We’re taking appliances, tires, electronics, bicycles, batteries. There is a fee for some of the items but if you’re looking to recycle some of your things you’ve been holding on to for a while, we’ll be open from 8 to 1 p.m.

The only other item I have to relay is I received a notification of resignation today from Harold Peterson. Harold is our Custodian for the building. He’s done the cleaning here ever since I’ve been here and he’s going to resign effective us obtaining a new person for the service. We’ve checked around. Some cities utilize a contracted service. I’m just trying to see what we want to do here. Do we want to do that? Do we want to see if there’s anybody local? I would actually propose that we put something on the website and solicit proposals from people to see what they can do. We’d have to have some insurance requirements, though. But, Mr. Peterson will be leaving us fairly shortly. He’s another one that’s done a great job and been here for a long time.”

Ronning, “You mentioned the recycle. Are you aware of any websites or something that anybody could look up what the recycle class is of some things?” Davis, “For acceptance? Or fees? Or what?” Ronning, “We know that fluorescent lights, CFLs, that sort of thing is a recycle item.” Davis, “There is information on our website as to what we will take, which includes a wide variety of those. Also, we have a business in East Bethel that’s located on the service road across from the Theater, John Freimuth is the owner and operator, and they do a recycle business. You can take things down there during the week. He’s open normal business hours, 8 to 5. If you have any questions about what is recyclable and what can be taken, he’s a good resource to check on that if it’s not listed on our website.”

9.0B DeRoche, "Council Reports, Tom?" Ronning, "I'm done. That was it." DeRoche, "That
Council Report – was quick."

Member Ronning
Council Member Harrington
Harrington, "There was no Parks meeting this month but on the Roads Commission, we had the neighborhood from Tri Oak Circle come in. They're asking for the installation of a street light for safety concerns. So, I think that will be coming before the Council shortly."

This Friday, absentee voting starts. You don't need a reason this year. I guess you can just vote and you don't need a reason. That's all I have."

Council Member Koller
Koller, "I had nothing happen last week." DeRoche, "It's going to be a quick meeting."

Council Member Moegerle
Member Moegerle was absent.

Mayor DeRoche
DeRoche, "The only thing left that I have is, Mark covered it. November 20, I'm sorry, October 11 is the Open House for the Fire Department, Station #1, it's usually a pretty good time. Chili's good. Had quite a crowd last year. It goes from 10 to 2. So, I would encourage anybody to go down there, bring your kids down. They have that house, kind of like a house, set up in back where they can squirt and shows little flames. On November 20, Town Hall Meeting. I would encourage everybody to plan for that."

We're in the bear hunting season and, you know, goose and whatever, and there seems to be a problem of people leaving carcasses on the side of the road. The biggest problem I see with that is, you know, the Crows and all the other birds are quick but the Bald Eagles aren't real fast and so there's been a couple Bald Eagles hit. They'll be on the side of the road 'chowing down' and so keep stuff off the road. They're pretty massive bird. I've got a couple that hang out in my front yard. Pretty interesting to watch."

Meet the Candidates Meetings
Davis, "Mr. Mayor, could I add one more thing? The City does not sponsor these but there are three Meet the Candidates meetings scheduled. The first one is for October 2, which will be at City Hall at 7 p.m. The second will be on October 16, which will be sponsored by CLIA, which will be held at the Coon Lake Community Center. And, the third one will be held on October 23 at the Coon Lake Community Center and it's sponsored by the Coon Lake Community Center. So, those are the three Meet the Candidates meetings and forums that are scheduled for the Fall." DeRoche, "Fun to be had by all."

9.0C None.

Other
10.0 Adjourn
DeRoche, "All right, now I'll entertain a motion to adjourn." **Koller, "Motion to adjourn." Harrington, "I'll second."** DeRoche, "Any discussion? All in favor?" **All in favor.** DeRoche, "Opposed? Hearing none, we're adjourned."

Motion carries unanimously. Motion adjourned at 8:35 p.m.

Submitted by:
Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

RESOLUTION NO. 2014-39

**CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR
COLLECTION WITH 2015 PROPERTY TAXES**

WHEREAS, the East Bethel Code of Ordinances, Chapter 30, Section 30-105 provides for the collection of unpaid fire and emergency service charges incurred for a motor vehicle accident, public utility emergency or a hazardous material spill/leak; and

WHEREAS, Section 30-105 largely follows state law authorization for such charges, found at Minnesota Statutes, Sections 366.011, 366.012, and 415.01; and

WHEREAS, if a fire and emergency service charge remains unpaid for 60 days from the date of the invoice, the City Council may, on or before October 15 of each year, certify the charge to the Anoka County Auditor for collection with property taxes; and

WHEREAS, no public hearing is required to be held by the City Council for such certification; and

WHEREAS, the attached list reflects the delinquent account previously charged for fire emergency service and the amount due as of the date of this Resolution.

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

That the attached delinquent account and amount due is hereby adopted and made a part of this Resolution to be certified to the Anoka County Auditor for collection with property taxes for 2015.

Adopted this 1st day of October, 2014 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Robert DeRoche, Jr., Mayor

ATTEST:

Jack Davis, City Administrator

City of East Bethel - Past Due Amounts at 10/1/14

**Fire Emergency
Services**

Address	PIN	Name	Due	Certification Charge	Interest 18% from 1/1/15 12/31/15	Total Certified
3530 Viking Blvd NE	26-33-23-32-0013	Cory Breseson	300.00	70.00	54.00	424.00
<hr/>						
			300.00	70.00	54.00	424.00
<hr/>						

**PAY ESTIMATE #4
CITY OF EAST BETHEL
Lift Station No. 1 Reconstruction Project**

September 25, 2014

City of East Bethel
2241 - 221st Avenue N.E.
East Bethel, MN 55011-9631

RE: Lift Station No. 1 Reconstruction Project
Contractor: LaTour Construction, Inc.
Award Date: September 18, 2013

The following work has been completed on the above-referenced project by LaTour Construction, Inc.

Base Bid

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$3,800.00	1	\$ 3,800.00
2	GENERAL CONSTRUCTION ALLOWANCE	1	LUMP SUM	\$10,000.00	0.85	\$ 8,527.27
3	SYSTEM INTEGRATOR ALLOWANCE	1	LUMP SUM	\$10,000.00		\$ -
4	CLEARING	0.15	ACRE	\$4,280.00	0.50	\$ 2,140.00
5	GRUBBING	0.15	ACRE	\$4,280.00	0.50	\$ 2,140.00
6	SALVAGE CHAIN LINK FENCE	200	LIN FT	\$25.25	218	\$ 5,504.50
7	REMOVE BITUMINOUS PAVEMENT	194	SQ YD	\$4.00	194	\$ 776.00
8	REMOVE CONCRETE CURB & GUTTER	83	LIN FT	\$5.25	150	\$ 787.50
9	REMOVE CONCRETE SIDEWALK	344	SQ FT	\$0.75	600	\$ 450.00
10	REMOVE WATERMAIN, HYDRANT, GATE VALVE, AND BOX	1	LUMP SUM	\$1,500.00		\$ -
11	REMOVE FORCEMAIN	78	LIN FT	\$5.25	79	\$ 414.75
12	REMOVE EXISTING WET WELL	0	LUMP SUM	\$6,935.00	0	\$ -
13	ABANDON EXISTING DRY WELL	1	LUMP SUM	\$3,745.00	1	\$ 3,745.00
14	CAP EXISTING FORCEMAIN PIPE	1	LUMP SUM	\$630.00	1	\$ 630.00
15	CONNECT TO EXISTING SANITARY SEWER MANHOLE	1	EACH	\$3,000.00	1	\$ 3,000.00
16	8" PVC SANITARY SEWER PIPE - SDR 28	0	LIN FT	\$136.00		\$ -
17	8" PVC SANITARY SEWER PIPE - SDR 35	38	LIN FT	\$78.50	42	\$ 3,297.00
18	CONSTRUCT SANITARY STRUCTURE DESIGN 48-4007	6.2	LIN FT	\$240.00	6.2	\$ 1,488.00
19	CASTING ASSEMBLY - SANITARY SEWER	1	EACH	\$1,145.00	1	\$ 1,145.00
20	CONNECT TO EXISTING SANITARY SEWER PIPE	0	EACH	\$6,000.00		\$ -
21	6" PVC SEWER FORCEMAIN (DR 18)	145	LIN FT	\$31.50	157	\$ 4,945.50
22	DUCTILE IRON FITTINGS	250	POUND	\$5.60	135	\$ 756.00
23	6" WATERMAIN DUCTILE IRON CL 52	60	LIN FT	\$37.25		\$ -
24	CONNECT TO EXISTING WATERMAIN	2	EACH	\$945.00		\$ -
25	HYDRANT AND 6 INCH GATE VALVE AND BOX	1	EACH	\$5,475.00		\$ -
26	FIBER OPTIC CABLE WITH SCHEDULE 40 CONDUIT	0	LIN FT	\$19.75		\$ -
27	TRACER WIRE FOR BURIED FIBER OPTIC CABLE	0	LIN FT	\$0.01		\$ -
28	ACCESS BOXES FOR TRACER WIRE	0	EACH	\$0.01		\$ -
29	MARKER POSTS FOR ACCESS BOXES AND STRUCTURES	0	EACH	\$134.00		\$ -
30	METER MANHOLE	1	EACH	\$9,800.00	1	\$ 9,800.00
31	72" DIAMETER SANITARY SEWER LIFT STATION STRUCTURE AND APPURTENANCES	1	EACH	\$116,325.00	1	\$ 116,325.00
32	SUBMERSIBLE LIFT STATION PUMP AND DISCHARGE ELBOW	2	EACH	\$5,325.00	2	\$ 10,650.00
33	PUMP RAILS, CHAINS, GUIDE BRACKETS AND APPURTENANCES	1	LUMP SUM	\$2,845.00	1	\$ 2,845.00
34	PORTABLE DAVIT CRANE WITH POWER WINCH	1	EACH	\$4,555.00	1	\$ 4,555.00
35	CONTROL PANEL, LEVEL FLOATS AND TRANSDUCER	1	LUMP SUM	\$36,800.00	1	\$ 36,800.00
36	ELECTRICAL AND START UP	1	LUMP SUM	\$13,725.00	1	\$ 13,725.00
37	AGGREGATE BASE CLASS 5	214	TON	\$33.45	180	\$ 6,021.00
38	BITUMINOUS MATERIAL FOR TACK COAT	81	GALLON	\$4.50	30	\$ 135.00
39	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	155	TON	\$124.50	27.04	\$ 3,366.48
40	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	62	TON	\$118.00	74.79	\$ 8,825.22

**PAY ESTIMATE #4
CITY OF EAST BETHEL
Lift Station No. 1 Reconstruction Project**

Base Bid (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
41	4" CONCRETE WALK	344	SQ FT	\$7.00	600	\$ 4,200.00
42	CONCRETE CURB & GUTTER DESIGN B612	143	LIN FT	\$22.50	168	\$ 3,780.00
43	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	83	LIN FT	\$22.50	150	\$ 3,375.00
44	CONCRETE FLUME	1	LUMP SUM	\$1,100.00	1	\$ 1,100.00
45	6" CONCRETE PAVEMENT	501	SQ FT	\$7.50	521	\$ 3,907.50
46	BOLLARD	4	EACH	\$875.00	4	\$ 3,500.00
47	SITE GRADING	1	LUMP SUM	\$2,400.00	1.0	\$ 2,400.00
48	GRANULAR BORROW (LV)	15	CU YD	\$16.50	15	\$ 247.50
49	TOPSOIL BORROW (LV)	50	CU YD	\$23.00	48	\$ 1,104.00
50	RANDOM RIPRAP CLASS II	5	CU YD	\$162.00	5	\$ 810.00
51	WIRE FENCE DESIGN 72-9322	0	LIN FT	\$25.25		\$ -
52	72" BY 10 FOOT CHAIN LINK GATES	2	EACH	\$1,075.00	2	\$ 2,150.00
53	4" POLYSTYRENE INSULATION	17	SQ YD	\$50.00	9	\$ 450.00
54	DEWATERING	1	LUMP SUM	\$58,000.00	1	\$ 58,000.00
55	TURF ESTABLISHMENT	0.30	ACRE	\$3,050.00	0.30	\$ 915.00

TOTAL WORK COMPLETED TO DATE	<u>\$ 342,533.22</u>
LESS 5% RETAINAGE:	<u>\$ 17,126.66</u>
LESS PAY ESTIMATE #1	<u>\$ 18,273.96</u>
LESS PAY ESTIMATE #2	<u>\$ 255,413.91</u>
LESS PAY ESTIMATE #3	<u>\$ 45,968.13</u>
WE RECOMMEND PAYMENT OF:	<u>\$ 5,750.56</u>

APPROVALS:

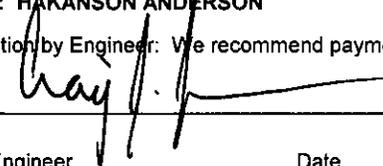
CONTRACTOR: LATOUR CONSTRUCTION, INC.

Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: 
 Title: PROJECT MANAGER Date 9/26/14

ENGINEER: HAKANSON ANDERSON

Certification by Engineer: We recommend payment for work and quantities as shown.

Signed: 
 Title: City Engineer Date 9/25/14

OWNER: CITY OF EAST BETHEL

Signed: _____
 Title: _____ Date _____

**PAY ESTIMATE #4
CITY OF EAST BETHEL
Whispering Aspen Street Surface Improvement Project**

September 24, 2014

Honorable Mayor & City Council
City of East Bethel
2241 - 221st Avenue N.E.
East Bethel, MN 55011-9631

RE: Whispering Aspen Street Surface Improvement project
Contractor: North Metro Asphalt & Contracting

The following work has been completed on the above-referenced project by North Metro Asphalt & Contracting.

1. Schedule A - Base Bid

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$12,500.00	1	\$ 12,500.00
2	REMOVE BITUMINOUS PAVEMENT	997	SQ YD	\$3.20	1,327	\$ 4,246.40
3	REMOVE CONCRETE PAVEMENT	150	SQ FT	\$3.40	76	\$ 258.40
4	REMOVE CONCRETE CURB & GUTTER	200	LIN FT	\$4.00	348	\$ 1,392.00
5	REMOVE CONCRETE SIDEWALK	2,400	SQ FT	\$1.25	3,288	\$ 4,110.00
6	REMOVE HYDRANT AND VALVE AND BOX	3	EACH	\$800.00	3	\$ 2,400.00
7	SAWCUT CONCRETE CURB AND GUTTER	95	LIN FT	\$3.80	157	\$ 596.60
8	SAWCUT CONCRETE SIDEWALK	950	LIN FT	\$3.60	328	\$ 1,180.80
9	SAWCUT BITUMINOUS PAVEMENT	200	LIN FT	\$3.20	413	\$ 1,321.60
10	AGGREGATE BASE CLASS 5	416	TON	\$16.00		\$ -
11	MILL BITUMINOUS SURFACE (ALL DEPTHS)	4,855	SQ YD	\$2.75	7,283	\$ 20,028.25
12	BITUMINOUS MATERIAL FOR TACK COAT	1,130	GALLONS	\$3.00	682	\$ 2,046.00
13	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	2,056	TON	\$62.50	1,845	\$ 115,312.50
14	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	135	TON	\$80.00		\$ -
15	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B) - PATCH	35	TON	\$95.00	120.0	\$ 11,400.00
16	4" CONCRETE WALK	3,160	SQ FT	\$3.35	4,095	\$ 13,718.25
17	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	420	LIN FT	\$16.75	434	\$ 7,269.50
18	8" CONCRETE DRIVEWAY PAVEMENT	150	SQ FT	\$5.90	180	\$ 1,062.00
19	HAUL & DISPOSE EXCESS MATERIAL (EV)	237	CU YD	\$10.00	56	\$ 560.00
20	TRAFFIC CONTROL	1	LUMP SUM	\$4,000.00	1	\$ 4,000.00
21	CONSTRUCT STORM STRUCTURE DESIGN 48-4020	1	EACH	\$2,150.00	5	\$ 10,750.00
22	STORM SEWER CASTING	4	EACH	\$587.00	5	\$ 2,935.00
23	DUCTILE IRON FITTINGS	300	POUND	\$4.00		\$ -
24	6" WATERMAIN DUCTILE IRON CL 52	30	LIN FT	\$90.00	9	\$ 810.00
25	ADJUST VALVE BOX	6	EACH	\$190.00	6	\$ 1,140.00
26	ADJUST MANHOLE FRAME	48	EACH	\$208.00	48	\$ 9,984.00
27	REPAIR VALVE BOX	9	EACH	\$500.00	9	\$ 4,500.00
28	REPLACE VALVE BOX	2	EACH	\$766.00	3	\$ 2,298.00
29	HYDRANT AND 6 INCH GATE VALVE AND BOX	3	EACH	\$4,700.00	3	\$ 14,100.00
30	DEWATERING	1	LUMP SUM	\$8,515.00	1	\$ 8,515.00
31	TURF ESTABLISHMENT	1	LUMP SUM	\$3,000.00		\$ -
Total Base Bid						\$ 258,434.30

PAY ESTIMATE #4
CITY OF EAST BETHEL
Whispering Aspen Street Surface Improvement Project

2. Schedule B - Alternate Bid No. 1

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
32	MOBILIZATION	1	LUMP SUM	\$4,800.00	1	\$ 4,800.00
33	REMOVE BITUMINOUS PAVEMENT	1,490	SQ YD	\$3.20	1,490	\$ 4,768.00
34	REMOVE CONCRETE CURB & GUTTER	570	LIN FT	\$4.00	570	\$ 2,280.00
35	AGGREGATE BASE CLASS 5	581	TON	\$16.00	126	\$ 2,016.00
36	BITUMINOUS MATERIAL FOR TACK COAT	83	GALLONS	\$3.00	83	\$ 249.00
37	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	236	TON	\$70.00	331.7	\$ 23,219.00
38	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	283	TON	\$62.50	283	\$ 17,687.50
38	4" CONCRETE WALK	2,521	SQ FT	\$3.35		\$ -
39	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	570	LIN FT	\$16.75	611	\$ 10,234.25
40	HAUL & DISPOSE EXCESS MATERIAL (EV)	366	CU YD	\$10.00	2,865.4	\$ 28,654.00
41	TRAFFIC CONTROL	1	LUMP SUM	\$1,000.00		\$ -
42	CONNECT TO EXISTING SANITARY SEWER	8	EACH	\$545.00	8	\$ 4,360.00
43	4" PVC SANITARY SERVICE PIPE SDR 26	279	LIN FT	\$21.00	282	\$ 5,922.00
44	6" WATERMAIN DUCTILE IRON CL 52	20	LIN FT	\$90.00		\$ -
45	CONNECT TO EXISTING WATERMAIN	8	EACH	\$1,180.00	8	\$ 9,440.00
46	1" CORPORATION STOP	8	EACH	\$276.00	8	\$ 2,208.00
47	1" CURB STOP & BOX	8	EACH	\$350.00	8	\$ 2,800.00
48	1" TYPE K COPPER PIPE	230	LIN FT	\$19.00	208	\$ 3,952.00
49	4" POLYSTYRENE INSULATION	124	SQ YD	\$29.00	124	\$ 3,596.00
50	DEWATERING	1	LUMP SUM	\$4,635.00		\$ -
51	TURF ESTABLISHMENT	1	LUMP SUM	\$1,000.00		\$ -
Total Alternate Bid No. 1						\$ 126,185.75

Total Base Bid	\$ 258,434.30
Total Alternate Bid No. 1	\$ 126,185.75
Total Work Completed to Date	\$ 384,620.05
LESS 5% RETAINAGE:	\$ 19,231.00
LESS PAY ESTIMATE # 1:	\$ 121,706.83
LESS PAY ESTIMATE # 2:	\$ 83,410.33
LESS PAY ESTIMATE # 3:	\$ 71,375.64
WE RECOMMEND PAYMENT OF:	\$ 88,896.25

APPROVALS:

CONTRACTOR: NORTH METRO ASPHALT & CONTRACTING

Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: _____

Title: _____ Date _____

ENGINEER: HAKANSON ANDERSON

Certification by Engineer: We recommend payment for work and quantities as shown.

Signed: _____

Title: City Engineer Date 9/25/14

OWNER: CITY OF EAST BETHEL

Signed: _____

Title: _____ Date _____

City of East Bethel
October 1, 2014
Supplemental Payment Summary

This is a supplemental listing of invoices that were received after the creation of the Council packet. Due to the invoice deadline and the timing of the next Council meeting, they could be deemed as late payments which could possibly accrue late fees and/or finance charges if not paid by the due date.

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Building Inspection	Motor Fuels	865590	Mansfield Oil Company	101	42410	\$378.84
Fire Department	Motor Fuels	865590	Mansfield Oil Company	101	42210	\$602.70
Fire Department	Motor Fuels	865592	Mansfield Oil Company	101	42210	\$368.22
Park Maintenance	Motor Fuels	865590	Mansfield Oil Company	101	43201	\$516.60
Park Maintenance	Motor Fuels	865592	Mansfield Oil Company	101	43201	\$708.12
Street Maintenance	Motor Fuels	865590	Mansfield Oil Company	101	43220	\$223.86
Street Maintenance	Motor Fuels	865592	Mansfield Oil Company	101	43220	\$1,756.15

\$4,554.49



City of East Bethel City Council Agenda Information

Date:

October 1, 2014

Agenda Item Number:

Item 8.0 A.1

Agenda Item:

Rental Ordinance

Background Information:

Council has previously discussed an interest in exploring the need for Rental Ordinance. As more rental properties have become available there may be a need to consider an ordinance that would cover issues related to address these concerns.

Blaine, Isanti, and St. Francis all have Rental Ordinances and those are attached for your review. Ham Lake, Oak Grove and Cambridge do not have Rental Ordinances. Cambridge does have an ordinance that allows for rental inspections upon request of the tenant, neighborhood associations or owners. Cambridge considered passage of a rental ordinance but it was ultimately denied by the City Council.

Attachments:

Rental Ordinances

City of Blaine

City of St. Francis

City of Isanti

City of Cambridge – *Request for Rental Inspection Ordinance*

Recommendations:

Staff is seeking direction from Council as to this matter.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

Blaine, Minnesota, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 18 - BUILDINGS AND BUILDING REGULATIONS >> ARTICLE X. LICENSES FOR RENTAL DWELLINGS >>

ARTICLE X. LICENSES FOR RENTAL DWELLINGS

Sec. 18-501. License required; definitions.

Sec. 18-502. Application.

Sec. 18-503. License issuance.

Sec. 18-504. Term of license.

Sec. 18-505. License fees.

Sec. 18-506. Posting of license.

Sec. 18-507. Transfer of license.

Sec. 18-508. Conduct on licensed premises.

Sec. 18-509. Suspension, revocation, denial, nonrenewal.

Sec. 18-510. No retaliation.

Secs. 18-511—18-529. Reserved.

Sec. 18-501. License required; definitions.

- (a) *License.* No person shall allow to be occupied or let to another for occupancy a unit or units in a rental dwelling for which a license has not been granted by the city.
- (b) *Definitions.* Unless otherwise expressly stated, the following terms shall, for the purposes of this article, have the following meanings:

Rental dwelling means any structure or portion thereof which is designated or used for residential occupancy by one or more persons who are not the owner or a member of the owner's family. Rental dwelling includes commercial living facilities, not governed by state licensing requirements.

(Ord. No. 07-2122, 3-8-2007; Ord. No. 12-2245, 3-15-2012)

Sec. 18-502. Application.

- (a) Before any license shall be issued or renewed, the owner of the rental dwelling shall complete an application. The following persons shall be authorized to sign and submit the application:
- (1) If the owner is a natural person, by the owner thereof.
 - (2) If the owner is a corporation, by an officer thereof.
 - (3) If the owner is a partnership, by a partner thereof.
- (b) The application shall be made on a form prescribed by the city and shall include:
- (1) The name and address of the owner of the rental dwelling.
 - (2) The name and address of any operator or agent actively managing the rental dwelling.
 - (3) If the operator or agent is a business entity, the application shall include the names, telephone numbers and addresses of individuals who will be involved in such management, together with a description of the scope of services and manner of delivering these services by the manager.
 - (4) If the applicant is a corporation, the name and address of all officers.
 - (5) If the applicant is a partnership, the name and address of all partners.
 - (6) If the rental dwelling is being sold on a contract for deed, the name and address of the

vendees.

- (7) The legal address of the rental dwelling.
- (8) Owner, agent or manager that notices of violation should be directed to pursuant to this article.

(Ord. No. 07-2122, 3-8-2007)

Sec. 18-503. License issuance.

- (a) The city may issue a license in its discretion if the building and the application are found to be in compliance with the provisions of this article and with the Residential Maintenance Code set forth in Chapter 18, Article VIII, of this Code, provided that all real estate taxes and municipal utility bills for the premises have been paid. Real estate taxes will not be considered to be unpaid for purposes of this section while a proper and timely appeal of such taxes is pending.
- (b) No license shall be issued or renewed for a nonresident owner of a rental dwelling (one who does not reside in any of the following Minnesota counties: Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, Washington, Sherburne, Isanti, or Chisago and some locations immediately into the State of Wisconsin), unless such owner designates in writing to the city inspector the name of such owner's resident agent, (who also needs to reside in the above-noted locations) who is responsible for maintenance and upkeep and who is legally constituted and empowered to receive service of notice of violation of the provisions of the city ordinances, to receive orders and to institute remedial action to effect such orders and to accept all service or process pursuant to law. The city inspector shall be notified in writing of any change of resident agent. This requirement may be waived if, in the city inspector's determination, the owner not living in one of the above specified counties is nonetheless sufficiently accessible for the purposes of this article.

(Ord. No. 07-2122, 3-8-2007; Ord. No. 12-2245, 3-15-2012)

Sec. 18-504. Term of license.

Licenses will be issued for a one-year period and the license term shall commence on June 1.

(Ord. No. 07-2122, 3-8-2007)

Sec. 18-505. License fees.

- (a) The license fees shall be established by resolution. The license fee shall be collected for each building and unit in a rental dwelling.
- (b) If an application for a license is made after its due date May 1st a late fee as established by resolution, will be added to the initial license fee. For each subsequent 30-day period an additional late fee will be imposed.

(Ord. No. 07-2122, 3-8-2007)

Sec. 18-506. Posting of license.

The licensee shall post a copy of the license in a conspicuous public corridor or hallway or lobby of the licensed rental dwelling.

(Ord. No. 07-2122, 3-8-2007)

Sec. 18-507. Transfer of license.

A license is transferable for a fee to any person who has actually acquired legal ownership of the rental dwelling. The transfer shall be effective for the unexpired portion of the license period, provided that a transfer application is filed with the city prior to the actual change of legal ownership and that the transferee is not disqualified from holding the license. A license shall terminate upon an owners failure to apply for a transfer prior to change of legal ownership. The fee for the license transfer shall be established by resolution.

(Ord. No. 07-2122, 3-8-2007)

Sec. 18-508. Conduct on licensed premises.

- (a) *Disorderly premises.* The licensee shall be responsible for ensuring that persons occupying or present at the rental dwelling conduct themselves in such a manner as not to cause the premises to be disorderly. For purposes of this section, a premises is disorderly if any of the following occur:
- (1) Violation of section 50-141 (Disorderly house) of the City Code or Minn. Stat. § 609.72.
 - (2) Violation of laws relating to the possession of controlled substances as defined in Minn. Stat. § 152.01, subd. 4.
 - (3) The unlawful possession or sale of intoxicating liquor or 3.2 percent malt liquor.
 - (4) Violation of laws relating to gambling.
 - (5) Violation of laws relating to prostitution as defined in Minn. Stat. § 609.321, subd. 9, or acts relating to prostitution.
 - (6) Unlawful use or possession of a firearm or weapon in violation of chapter 50, article III, division 2, of the City Code or Minn. Stat. § 609.66, subd. 1a, 609.67 or 624.713.
 - (7) Violation of Minn. Stat. § 609.705 (Unlawful Assembly).
 - (8) Violation of Minn. Stat. § 609.71 (Riot).
 - (9) Violation of Minn. Stat. § 609.713 (Terrorist Threat).
 - (10) Violation of Minn. Stat. § 609.715 (Presence at Unlawful Assembly).
 - (11) Any other conduct deemed disorderly by the city manager or designee.
- (b) *Enforcement authority.* The city manager or designee shall be responsible for enforcement and administration of this article. Authority to take any action authorized by this article may be delegated to the city manager's authorized designee.
- (c) *Notice of violation.* Upon determination by the city that a rental dwelling was deemed to be a disorderly premises, notice of the violation shall be given to the licensee or designee. The notice shall include a directive for the licensee to take steps to prevent further violations. All notices given by the city under this section shall be served on the licensee or designee, sent by mail to the licensee's last known address, or, by posting the notice in a conspicuous place at the rental dwelling.
- (d) *Second instance.* If a second instance of a disorderly premises occurs within the annual license term the city shall notify the licensee or designee of the violation and shall also require the licensee to submit a written report of the actions taken and proposed to be taken by the licensee to prevent further disorderly use of the premises. This written report shall be submitted to the city within five days of receipt of the notice of disorderly premises and shall detail all actions taken by the licensee in response to all notices of disorderly premises within the license term.
- (e) *Third instance.* If a third instance of a disorderly premises occurs within the annual license term the rental dwelling license for the premises may be denied, revoked, suspended, or not renewed in accordance with section 18-509.
- (f) *Instances defined.* For purposes of this section, second and third instances of disorderly

premises shall be those which:

- (1) Occur at the same rental dwelling unit; or
 - (2) Involve tenants at the same rental dwelling unit; or
 - (3) Involve guests or invitees at the same rental dwelling unit; or
 - (4) Involve guests or invitees of the same tenant; or
 - (5) Involve the same tenant.
- (g) *Eviction proceedings.* No adverse license action shall be imposed where the instance of disorderly premises occurred during the pendency of eviction proceedings (unlawful detainer) or within 30 days of notice given by the licensee to a tenant to vacate the premises, where the disorderly use was related to conduct by that tenant or by other occupants or guests of the tenant's unit. Eviction proceedings shall not be a bar to license action, however, unless they are being diligently pursued by the licensee.
- (h) *Evidence of disorderly premises.* A determination of disorderly premises shall be made upon substantial evidence. It shall not be necessary that criminal charges be brought in order to support a determination of disorderly premises. Moreover, a dismissal or acquittal of any such criminal charge will not operate as a bar to license action under this article.
- (i) *Council action not exclusive.* Enforcement actions provided in this article shall not be exclusive. The city council may take any action with respect to a licensee, a tenant, or the licensed premises as is authorized by the City Code or state law.

(Ord. No. 07-2122, 3-8-2007)

Sec. 18-509. Suspension, revocation, denial, nonrenewal.

- (a) *Hearing.* An action to deny, revoke, suspend, or not renew a license under this article shall be initiated by the city by giving written notice to the licensee of a hearing before the city council to consider such denial, revocation, suspension or nonrenewal. The written notice shall specify all violations and shall state the date, time, place and purpose of the hearing. The hearing shall be held no less than ten days and no more than 30 days after giving the notice. In such hearing the city council shall give due regard to the frequency and seriousness of violations, the ease with which such violations could have been cured or avoided and good faith efforts to comply with city requirements. Following the hearing, the city council in its sole discretion may deny, revoke, suspend, or decline to renew the license for all or any part or parts of the rental dwelling, or may grant a license upon such terms and conditions as it deems necessary to accomplish the purposes of this article. Further, an action to deny, revoke, suspend, or not renew a license based upon violations of this article may be postponed or discontinued at any time if it appears that the licensee has taken appropriate measures which will prevent further instances of disorderly use. The city council shall issue its decision upon written findings.
- (b) *Reason for action.* The city council may revoke, suspend, deny or decline to renew any license issued under this article upon any grounds it deems appropriate including, but not limited to, the following:
- (1) False statements on any application or other information or report required by this article to be given by the applicant or licensee.
 - (2) Failure to pay any application fee, penalty, re-inspection, or reinstatement fee required by this article and resolutions.
 - (3) Failure to correct deficiencies noted in notices of violation in the time specified in the notice.
 - (4) Any other violation of this article.
- (c) *Reinstatement of license.* Upon a decision to revoke, deny, or not renew a license, no new

application for the same rental dwelling will be accepted for a period of time specified in the written decision of the city council, not exceeding one year. Any such new application must be accompanied by a reinstatement fee, as specified by resolution, in addition to all other fees required by this article.

- (d) *No new rentals.* A written decision to revoke, suspend, deny, or not renew a license shall specify the part or parts of the rental dwelling to which it applies. Thereafter, and until a license is reissued or reinstated, no rental units becoming vacant in such part or parts of the rental dwelling may be re-let or occupied. Revocation, suspension or nonrenewal of a license shall not excuse the owner of a rental dwelling from compliance with the terms of this article for any other unit or units in the rental dwelling which remain occupied.
- (e) *Failure to comply.* Failure to comply with any term of this article during a period of revocation, suspension, or nonrenewal is a misdemeanor and is also grounds for extension of the term of such revocation or suspension or continuation of nonrenewal, or for a decision not to reinstate the license, notwithstanding any limitations on the period of suspension, revocation or nonrenewal specified in the city council's written decision.

(Ord. No. 07-2122, 3-8-2007)

Sec. 18-510. No retaliation.

No licensee shall evict, threaten to evict, or take any other punitive action against any tenant by reason of good faith calls made by such tenant to law enforcement agencies relating to criminal activity, suspected criminal activity, suspicious occurrences, or public safety concerns. This section shall not prohibit the eviction of tenants from a dwelling unit for unlawful conduct of a tenant or invitee or violation of any rules, regulations or lease terms other than a prohibition against contacting law enforcement agencies.

(Ord. No. 07-2122, 3-8-2007)

Secs. 18-511—18-529. Reserved.



Application to License Rental Dwelling

Blaine City Hall • Housing Division • 10801 Town Square Drive NE • Blaine, MN 55449

Rental Licensing Period 06/01/14 - 05/31/15

Rental License H14-_____

(Please sign this box ONLY if you are no longer renting your property)

I, _____ confirm this property is no longer rental and agree to immediately contact the Housing Division upon a status change in the future. Initial & date: _____
Property Address: _____

HOUSING TYPE

Check suitable TYPE along with specific DESCRIPTION

Single-Family Detached
 ___ House
 ___ Townhouse
 ___ Manufactured Home
SINGLE-FAMILY STRUCTURE

Single-Family Attached Dwelling
 ___ Townhouse
 ___ Condominium
SINGLE-FAMILY UNIT IN MULTI-FAMILY STRUCTURE

Multi-Family Rental Structure
 ___ Duplex ___ Sixplex
 ___ Triplex ___ Multi-family 7+
 ___ Fourplex
MULTI-FAMILY STRUCTURE

RENTAL PROPERTY ADDRESS INFORMATION

Complex Name or **Individual Address:** _____

List Address at MF Complex: _____

OWNERSHIP TYPE (Check one & fill corresponding below)

Individual Corporation Partnership

OWNER INFORMATION (Individual or Company)

Name: _____ Email: _____
Mailing Address: _____ City: _____ St: _____ Zip: _____
Phone: _____ Fax: _____ Cell: _____

CORPORATE (First Officer)

Name: _____ Email: _____
Mailing Address: _____ City: _____ St: _____ Zip: _____
Phone: _____ Fax: _____ Cell: _____

PARTNER (Second Partner)

Name: _____ Email: _____
Mailing Address: _____ City: _____ St: _____ Zip: _____
Phone: _____ Fax: _____ Cell: _____

CONTRACT FOR DEED (Vendee/Buyer)

Name: _____ Email: _____
Mailing Address: _____ City: _____ St: _____ Zip: _____
Phone: _____ Fax: _____ Cell: _____

MANAGEMENT (Owner or Owner's Rep to meet Inspector)

Name: _____ Email: _____
Mailing Address: _____ City: _____ St: _____ Zip: _____
Phone: _____ Fax: _____ Cell: _____

ON-SITE Manager or Caretaker (Multi-family only)			
Name:		Email:	
Mailing Address:		City:	St: Zip:
Phone:	Fax:	Cell:	

Licensee (must list owner or manager only)

Authorized Agent (must list owner or manager only)

Owner's agent authorized to complete and submit the Annual Rental License Application is listed below.	Owner's agent authorized to handle Conduct Notices issued by the Housing Services Division is listed below.
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:

FEE SCHEDULE

PLEASE INCLUDE THE APPLICABLE *ANNUAL* FEE WITH YOUR LICENSE APPLICATION

APPLICATION FEE IS NOT REFUNDABLE OR PRORATED

CONTRACT FOR DEED (BUYER) MUST FILE CONTRACT AT ANOKA COUNTY OR SUBMIT RENTAL LICENSE AND FEE

****Single-family (attached or detached) is \$110 for each dwelling**

Multi-family is \$100 per building plus \$10 per unit

Example: Duplex \$100 + \$20 = \$120 Example: Fourplex \$100 + \$40 = \$140

PLEASE NOTE: A Late Fee of \$60.00 for every 30-day period past due will be imposed.

Number of buildings _____	Number of units per building _____	Number of rental units per building _____
Total number of rental units _____	Total Fee Paid \$ _____	
Payable to City of Blaine		

I understand that I will operate and maintain the subject premises identified herein according to the City of Blaine's Code of Ordinances Chapter 18, Article VIII and Article X and the laws of the State of Minnesota. Agreement to allow inspection pursuant to Sec. 18-321.

Furthermore, I certify I am the owner or owner's authorized agent and answers contained herein are true and accurate in all respect to the best of my knowledge and belief. **As owner or owner's authorized agent, I agree to meet with the City of Blaine Inspector on-site for all required inspections and/or reinspections pursuant to Section 18-503(b). Tenants are not considered authorized agents.**

In accordance with the Minnesota Government Data Practices Act, the City of Blaine hereby informs you that some or all the information you are asked to provide is classified as public. This information will be used to process your Rental License Application Form. You may choose to withhold this information, however, if you do, the City of Blaine may not be able to process your form and issue you a rental license.

Applicant Signature: _____ Date: _____

If you have any questions about the City of Blaine's Rental Licensing and Inspection Program, please contact the Housing Services Division at 763-785-6187.

Rental Licensing

Pre-Inspection Checklist

Please use the following checklist to prepare for the Rental Licensing Inspection. The list highlights things often found to be in violation.

Addressing deficiencies prior to the inspection reduces the need for a re-inspection. Reference details in Chapter 18 Article VIII Residential Maintenance of the Blaine Code of Ordinances at www.ci.blaine.mn.us.

Single-family detached and attached (town home & condo)

<u>ITEM</u>	<u>CONDITION</u>
<input type="checkbox"/> Smoke Alarms	One per bedroom and on each level
<input type="checkbox"/> Carbon Monoxide Alarm	One within ten feet of bedrooms
<input type="checkbox"/> Laundry Area/Room	Free from lint or clothing behind dryer
<input type="checkbox"/> Plumbing Pipes & Fixtures	Working & free from defect
<input type="checkbox"/> Electrical (fixtures, plates & covers)	Working & free from defect
<input type="checkbox"/> Furnace/Mechanical Room	No defect & combustibles (3' clearance)
<input type="checkbox"/> Dryer Venting & Connection	Smooth rigid metal (no flex or screws)
<input type="checkbox"/> Interior Rooms & Spaces	No excessive clutter/unsanitary condition
<input type="checkbox"/> Windows, Doors & Walls	Working and free from defect
<input type="checkbox"/> Roof, Siding, Soffit/fascia	Free from excessive wear or defect
<input type="checkbox"/> Building Address Numbers	Locate house front & visible from street

SECTION 6

RENTAL HOUSING LICENSING

(Ord. 188, Effective 1/18/14)

SECTION:

- 4-6-1: Purpose
- 4-6-2: Application
- 4-6-3: Definitions
- 4-6-4: License
- 4-6-5: Inspection Criteria
- 4-6-6: Responsibilities of Owners and Occupants
- 4-6-7: Maximum Density
- 4-6-8: General Requirements
- 4-6-9: Minimum Standards for Basic Equipment and Facilities
- 4-6-10: Minimum Standards for Light and Ventilation
- 4-6-11: Dwellings Unfit for Human Habitation
- 4-6-12: Ordinance Implementation
- 4-6-13: Penalties and Violations

4-6-1: PURPOSE. It is the purpose of this Ordinance to assure that rental housing in the City of St. Francis is decent, safe and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. The operation of rental residential properties is a business enterprise that entails certain responsibilities. Operators are responsible to take such reasonable steps as are necessary to assure that the citizens of the City who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are: safe, secure and sanitary; free from crimes and criminal activity, noise, nuisances or annoyances; free from reasonable fears about safety of persons and security of property; and suitable for raising children.

With respect to rental disputes and except as otherwise specifically provided by the terms of this Ordinance, it is not the intention of the City to intrude upon the fair and acceptable relationship between tenant and landlord. The City does not intend to intervene as an advocate of either party, or to act as an arbiter, or to be receptive of complaints from a tenant or landlord which are not specifically and clearly relevant to the provisions of this Ordinance. In the absence of such relevancy, with regard to rental disputes, it is intended that the contracting parties exercise such legal rights as are available to them without the intervention of the City.

4-6-2: APPLICATION. Every non-owner occupied rental dwelling unit and its premises used whole or in part as a home or residence, for a family or person, shall conform to the requirements of this Ordinance irrespective of when such building was

constructed, altered or repaired. This Ordinance establishes minimum standards for erected rental dwelling units, accessory structures and related premises. All dwelling units must also comply will all other applicable standards found in the City Code.

4-6-3: DEFINITIONS.

1. Approved. When used in reference to the design and capabilities of physical systems of a dwelling, shall mean having passed the inspection of the Compliance Officer. The basis for passage of such inspection shall be an analysis of the effective state codes and an analysis of the degree to which the systems meet the standards established by such codes. It shall be the objective of the Compliance Officer, unless otherwise specified, to establish minimum qualifications for approval of such system, which qualifications can maintain substantial compliance with the effective state codes and can be achieved in a reasonably economical and practical manner.
2. Building. Any structure built for support, shelter or enclosure of persons, animals, chattel or movable property of any kind, and includes any structure.
3. Compliance Officer. The City Building Official or other designee of the City Administrator authorized to administer and enforce this article.
4. Dwelling. A building or portion thereof, designated exclusively for the residential occupancy, including one-family, two-family, multiple family dwellings, and manufactured houses, but not including hotels, motels, nursing homes, residential care facilities, or assisted living facilities.
5. Dwelling, Multiple Family. A building designed with two (2) or more dwelling units exclusively for the occupancy of two (2) or more families living independently of each other, but sharing hallways, main entrances, and exits.
6. Dwelling Unit. A residential building or portion thereof intended for occupancy by one (1) or more persons with facilities for living, sleeping, cooking and eating but not including but not including hotels, motels, nursing homes, residential care facilities, or assisted living facilities.
7. Family. An individual or two (2) or more persons related by blood, marriage, adoption, domestic partnership, or foster care or a group of not more than three (3) persons not so related maintaining a common household and using common cooking/kitchen and bathroom facilities.
8. Garbage. Animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

9. Habitable Room. A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, furnace rooms, unfinished basements (those without required ventilation, required electric outlets and required exit facilities), pantries, utility rooms of less than fifty (50) square feet of floor space, foyers, communicating corridors, stairways, closets, storage spaces and workshops, hobby and recreation areas in parts of the structure below ground level or in attics.
10. Heated Water. Water heated to a temperature of not less than one hundred twenty (120) degrees Fahrenheit, or such lesser temperature required by government authority, measured at the faucet outlet.
11. Kitchen. A space which contains a sink with counter working space, adequate space for installing cooking and refrigeration equipment and adequate space for the storage of cooking utensils.
12. Lease. An agreement to rent. For use as a verb, see Rent.
13. Occupant. Any person sleeping, cooking and eating in a dwelling unit.
14. Operator. The owner or his agent who has charge, care, control, or management of a building, or part thereof, in which dwelling units are let.
15. Owner. Any person who alone, jointly, or severally with others, shall be in actual possession of, or have charge, care or control of, any dwelling or dwelling unit within the city as title holder, as employee or agent of the title holder, or as trustee or guardian of the estate or person of the title holder. Any such person representing the actual title holder shall be bound to comply with the provisions of this article to the same extent as the title holder.
16. Permissible Occupancy. The maximum number of persons permitted to reside in a dwelling unit.
17. Plumbing. All of the following supplied facilities and equipment in a dwelling: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar fixtures and the installation thereof, together with all connections to water, sewer and gas lines.
18. Premises. A platted lot or part thereof or unplatted parcel of land occupied by any dwelling or non-dwelling structure, including any such building, accessory structure or other structure thereon.
19. Refuse. All organic and non-organic waste, including garbage and rubbish.

20. Rent. Consideration paid for the use of premises, including, but not necessarily limited to, money, services and property. As a verb, the term "rent" means to get or give the use of premises in return for such consideration or any combination thereof. The term "rent" does not include arrangements whereby a relative, as defined in Minnesota Statutes 273.124, subd. 1 (c), occupies a dwelling for no consideration or for consideration that includes no more than maintenance of the dwelling or premises, and which arrangement is detailed and sworn to in affidavits filed by each adult occupant of the dwelling and each person who is an owner of the dwelling.
21. Rental Dwelling. A non-owner occupied building or portion thereof let for rent or lease, designed or used predominantly for residential occupancy of a continued nature, including single-family dwellings, attached or detached, and multiple family dwellings, but not including hotels, motels, nursing homes, residential care facilities, or assisted living facilities.
22. Rental Dwelling Unit. A non-owner occupied single residential accommodation let for rent or lease which is arranged, designed, used or, if vacant, intended for use exclusively as a domicile for one family. Where a private garage is structurally attached, it shall be considered as a part of the building in which the dwelling is located.
23. Repair. To restore to a sound and acceptable state of operation, serviceability or appearance.
24. Rodent Harborage. Any place where rodents can live, nest or seek shelter.
25. Rubbish. Solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, grass and shrubbery clippings, wood, glass, brick, plaster, bedding, crockery and similar materials.
26. Supplied. Paid for, furnished by, provided by or under the control of the owner, operator or agent of a dwelling. Whenever the terms "dwelling," "dwelling unit," "premises," and "structure" are used in this article, they shall be construed as though they were followed by the words "or any part thereof."
27. Toilet. A toilet, with a bowl and trap made in one piece, which is connected to the city water and sewer system or other approved water supply and sewer supply.

4-6-4: LICENSE.

- A. License Required. No person, firm or corporation shall operate a rental dwelling unit without first having obtained a license to do so from the City as provided for

in this Ordinance. Each license shall be good for two (2) years and expire on January 31st on the second year after issuance, except as otherwise described in Section 4-6-12 regarding the process for the first renewal. License renewals for the following years shall be filed on or before January 15th prior to the license expiration date.

B. Application. Applications for rental licenses shall be made in writing to the City by the owner of the rental dwelling unit(s) or his/her designated agent. The applicant shall supply:

1. The name, address and telephone number of the dwelling owner, the owning partners if a partnership and/or that of the corporate officers if a corporation.
2. The name, address and telephone number of the designated resident agent, if any.
3. The name, address and telephone number of the management representative.
4. The name, address and telephone number of the vendee, if the dwelling is being sold through a contract for deed.
5. The legal address of the dwelling.
6. The type of dwelling.
7. The type and number of dwelling units within the dwelling.
8. Number of occupants.
9. A description of the procedure through which tenant inquiries and complaints are to be processed.
10. An acknowledgement that the owner or designated agent has received a copy of this Ordinance.
11. Certification of Taxes and Utilities Paid: Prior to approving an application for a rental housing license, the property owner shall provide certification to the City that there are no delinquent property taxes, special assessments, interest, or City utility fees due upon the parcel of land to which the rental housing license application relates.

C. Fees.

1. License fees for renewal of licenses under this Ordinance shall be due on January 15th immediately prior to the license expiration date. In cases of new unlicensed dwellings, license fees shall be due upon issuance of the certificate of occupancy. In cases of licensing for periods of less than one (1) year, license fees shall be prorated monthly.
 2. The amount of license fees shall be as set forth in the City's official fee schedule. The licensee shall not be entitled to a refund of any license fee upon revocation or suspension of the license. However, the licensee shall be entitled to a refund of any license fee, prorated monthly, upon proof of transfer of legal control or ownership.
- D. Inspection Required. No license shall be issued or renewed under this Ordinance unless the rental dwelling and its premises conform to the ordinances of the City and the laws of the State. The City may require an inspection of such dwelling and premises to make that determination. Failure to schedule or allow such inspection is a violation of this Ordinance.
- E. Posting of License. Every licensee of a rental dwelling shall cause to be conspicuously posted in the main entryway or other conspicuous location therein the current license of the respective rental dwelling for all multiple family buildings.

4-6-5: INSPECTION CRITERIA. The City may inspect any rental unit if it falls within one or more of the following criteria:

- A. Such a unit has been abandoned by the owner or the owner of such unit cannot be found.
- B. The rental dwelling unit license has been suspended, revoked or denied.
- C. Water, gas, or electric service to such unit has been discontinued as a result of nonpayment.
- D. The unit is on a parcel of land which is on the list of delinquent taxes filed by the County Auditor with the court administrator of the district court pursuant to Minnesota Statutes Section 279.05.
- E. The City has probable cause to believe that there exist within such unit one or more violations of the requirements of this ordinance.
- F. The unit of property within which the unit is located has, within the preceding six (6) months, renewed a license after suspension or revocation.

- G. The unit is the subject of a pending notice of the City's intent to suspend or revoke the rental license.
1. The Compliance Officer is hereby authorized, in conformity with this Ordinance, to inspect all rental dwelling units to enforce this section and all applicable safety codes.
 2. The Compliance Officer is authorized to inspect all rental dwelling units in dwellings, whether having a rental license hereunder or not. The inspection may include the building or structure containing the rental dwelling unit, the land upon which it is located and accessory uses or structures related to the rental dwelling unit. All inspections authorized by this section shall be limited to those which are done for the purpose of seeking compliance with the applicable safety codes, and shall take place only at reasonable hours or as may otherwise be agreed upon by the owner and the Compliance Officer.
 3. The City shall give notice to the owner of any violations of the applicable safety codes which are discovered during any inspection.

4-6-6: RESPONSIBILITIES OF OWNERS OR OCCUPANTS. No owner or other person shall occupy or let another person occupy any rental dwelling unit, unless the premises are clean, sanitary, fit for human occupancy and complies with all applicable legal requirements of the State and the City, including the following requirements:

- A. License. The owner of a rental dwelling unit shall obtain and license and shall pass the required inspection prior to any occupancy of the rental dwelling unit.
- B. Maintenance.
1. Shared or Public Areas. Every owner of a rental dwelling unit shall maintain in a clean, sanitary and safe condition, the shared or public areas of the building and premises thereof.
 2. Occupied Areas. All occupants of a rental dwelling unit shall maintain in a clean, sanitary and safe condition that part or those parts of the building and premises thereof that she/he occupies and controls.
- C. Storage and Disposal of Garbage and Rubbish.
1. All occupants of a rental dwelling unit shall store and dispose of all their rubbish in a clean, sanitary and safe manner.

2. All occupants of a rental dwelling unit shall store and dispose of all their garbage and any other organic waste which might provide food for insects and/or rodents in a clean, sanitary and safe manner.
3. Every owner of a rental dwelling unit shall supply facilities of adequate size for the sanitary and safe storage and disposal of rubbish and garbage.
4. Every owner of a rental dwelling unit shall supply facilities of adequate size for the sanitary and safe storage and collection of recyclables.

D. Pest Control.

1. Pest Extermination. Every owner of a rental dwelling unit shall be responsible for the extermination of vermin infestations and/or rodents on the premises. Every occupant of a dwelling unit containing more than one dwelling unit or an occupant of a nonresidential building containing more than one unit shall be responsible for the extermination whenever his unit is the only one infested. Notwithstanding, however, whenever infestations caused by the failure of the owner to maintain a building in a reasonable rodent-proof or reasonable vermin-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more of the units in any building, extermination thereof shall be the responsibility of the owner. Whenever extermination is the responsibility of the owner, the extermination must be performed by a licensed pest control contractor.
2. Rodents.
 - a. No occupant of a rental dwelling unit shall accumulate boxes, lumber, scrap metal, or any similar materials in such a manner that may provide a rodent harborage in or about any dwelling unit or building. Stored materials shall be stacked neatly.
 - b. No owner of a rental dwelling unit shall accumulate or permit the accumulation of boxes, lumber, scrap metal, or any other similar materials in such a manner that may provide a rodent harborage in or about shared or public areas of a building or its premises. Materials stored by the owner or permitted to be stored by the owner shall be stacked neatly.
 - c. No owner or occupant of a rental dwelling unit shall store, place or allow to accumulate, any materials that may serve as food for rodents in a site accessible to rodents.

- E. Sanitary Maintenance of Fixtures and Facilities. Every occupant of a rental dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.
- F. Minimum Heating Capability and Maintenance. In every rental dwelling unit, when the control of the supplied heat is the responsibility of a person other than the occupant, a temperature of at least sixty-eight (68) degrees Fahrenheit, or such lesser temperature required by government authority, shall be maintained at a distance of three (3) feet above the floor and three (3) feet from exterior walls in all habitable rooms, bathrooms and water closet compartments from September through May.
- G. Minimum Exterior Lighting. The owner of a multiple family rental building shall be responsible for providing and maintaining effective illumination in all exterior parking lots and walkways.
- H. Driveways and Parking Areas. The owner of a rental building shall be responsible for providing and maintaining in good condition paved and delineated parking areas and driveways for tenants.
- I. Yards. The owner of the building shall be responsible for providing and maintaining the yards of premises consistent with all applicable provisions in the City Code.
- J. Exterior Storage. Owners and occupants of rental dwelling units shall comply with the City's exterior storage requirements as regulated by Section 10-16 of the Zoning Ordinance.
- K. Public Nuisances. Owners and occupants of rental dwelling units shall comply with the City's public nuisance ordinance as provided for in Chapter 8 of the City Code.
- L. The property owner shall be responsible for payment of all property taxes, City utility fees, special assessments, and interest. Delinquent utility accounts shall be subject to Chapter 3 of the City Code.

4-6-7: MAXIMUM DENSITY. No person shall occupy nor permit or let to be occupied any rental dwelling unit for the purpose of living therein, which does not comply with the following requirements. The maximum permissible occupancy of any dwelling unit shall be determined as follows:

- A. For the first occupant, one hundred fifty (150) square feet of habitable room floor space and for every additional occupant thereof, at least one hundred (100) square feet of habitable room floor space.

- B. In no event shall the total number of occupants exceed two (2) times the number of habitable rooms, less kitchen, in the dwelling unit.

4-6-8: GENERAL REQUIREMENTS. No person shall occupy, as owner/occupant, or let to another occupy, any rental building or rental dwelling unit which does not comply with the following requirements, unless specifically exempt:

- A. **Minimum Ceiling Height.** In order to qualify as habitable, rooms shall have a clear ceiling height of not less than seven (7) feet; except, that in attics or top half stories used for sleeping, study, or similar activities, the ceiling height shall be not less than seven (7) feet over at least one-half (1/2) of the floor area. In calculating the floor area of such rooms in attics or top half stories, only those portions of the floor area of the room having a clear ceiling height of five (5) feet or more may be included.
- B. **Access through Sleeping Rooms and Bathrooms.** No dwelling unit containing two (2) or more sleeping rooms shall have a room arrangement such that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be gained only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hall, basement or cellar of any dwelling unit.
- C. **Foundations, Exterior Walls and Roofs.** The foundation, exterior walls, and exterior roof shall be substantially watertight and protected against vermin and rodents and shall be kept in sound condition and repair. The foundation element shall adequately support the building at all points. Every exterior wall shall be free of deterioration, holes, breaks, loose or rotting boards or timbers, and any other condition which might admit rain or dampness to the interior portion of the walls or to the interior spaces of the building. The roof shall be tight and have no defects which admit rain, and roof drainage shall be adequate to prevent rainwater from causing dampness in the walls. All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. If the exterior surface is unpainted or determined by the compliance officer to be paint blistered, the surface shall be painted. If the exterior surface of the pointing of any brick, block or stone wall is loose or has fallen out, the surface shall be repaired.
- D. **Windows, Doors And Screens.** Every window, exterior door, and other exterior openings shall be substantially tight and shall be kept in sound condition and repair. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction as to completely exclude rain, wind, vermin and rodents from entering the building. Every openable window

shall be supplied with mesh screens, and shall be equipped with an approved lock if located less than six (6) feet above adjacent grade.

- E. Floors, Interior Walls and Ceilings. Every floor, interior wall and ceiling shall be adequately protected against the passage and harborage of vermin and rodents, and shall be kept in sound condition and good repair. Every floor shall be free of loose, warped, protruding or rotted flooring materials. Every interior wall and ceiling shall be free of holes and large cracks and loose plaster and shall be maintained in a tight, weatherproof condition. Toxic paint and materials with a lasting toxic effect shall not be used. The floor of every toilet room, bathroom, and kitchen shall have a smooth, hard, nonabsorbent surface and shall be capable of being easily maintained in a clean and sanitary condition.
- F. Rodent proof. Every structure and the premises upon which it is located shall be maintained in a rodent free and rodent proof condition. All openings in the exterior walls, foundations, basements, ground or first floors, and roofs, which have a one-half inch (1/2") diameter or larger opening, shall be rodent proofed in an approved manner. Interior floors or basements, cellars, and other areas in contact with the soil shall be paved with concrete or other rodent impervious material.
- G. Fences. All fences shall consist of metal, wood, masonry, or other decay resistant material. Fences shall be maintained in good condition both in appearance and in structure. Wood material, other than decay resistant varieties, shall be protected against decay by use of paint or other preservatives. All fences shall be subject to the provision of Section 10-20 of the St. Francis Zoning Ordinance.
- H. Grading And Drainage. During the period of May through October, every yard, court, passageway, and other portions of the premises on which a building stands shall be graded and drained so as to be free of standing water that constitutes a detriment to health and safety.
- I. Landscaping. Every yard of a premises on which a building stands shall be provided with lawn or combined ground cover of vegetation, garden, hedges, shrubbery, and related decorative materials, and such yard shall be maintained consistent with prevailing community standards. Multiple family dwelling sites shall be maintained in accordance with an approved city landscape plan and shall be supplied with an irrigation system.
- J. Screening. In multiple family dwelling sites, all outside trash disposal facilities, recycling containers, and outside or rooftop mechanical equipment shall be screened from view by an opaque fence or wall high enough to completely screen the equipment.

- K. Safe Building Elements. Every foundation, roof, floor, exterior and interior wall, ceilings, inside and outside stair, every porch and balcony, and every appurtenance thereto, shall be safe to use and capable of supporting loads required by the occupancy.
- L. Facilities to Function. Every supplied facility, piece of equipment or utility required under city ordinances and every chimney and flue shall be installed and maintained and shall function effectively in a safe, sound, and working condition.
- M. Discontinuance of Service or Facilities. No owner, operator, or occupant shall cause any service, facility, equipment, or utility, which is required under this Ordinance, to be removed, shut off or discontinued from any occupied building or portion thereof, except for such temporary interruptions as may be necessary while actual repairs or alterations are in process, or during temporary emergencies.

4-6-9: MINIMUM STANDARDS FOR BASIC EQUIPMENT AND FACILITIES.

No person shall occupy, as owner/occupant, or let to another occupy, any rental building or rental dwelling unit for the purposes of living, sleeping, cooking and eating therein which do not comply with the following requirements:

- A. Kitchen Facilities.
 - 1. Every dwelling unit shall have a room or portion of a room in which food may be prepared and/or cooked and which is connected to an approved sewer system.
 - 2. Every dwelling unit shall have an approved kitchen sink in good working condition and properly connected to an approved water supply system, and which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to an approved sewer system.
 - 3. Every dwelling unit shall have cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that does not require refrigeration for safekeeping, and a counter or table for food preparation. Said cabinets and/or shelves and counter or table shall be adequate for the permissible occupancy of the dwelling unit and shall be of sound construction and furnished with surfaces that are easily cleaned and that will not impart any toxic or deleterious effect to food.
 - 4. Every dwelling unit shall have a stove or similar device for cooking food, and a refrigerator or similar device for the safe storage of food at or below forty (40) degrees Fahrenheit, which are properly installed with all necessary connections for safe, sanitary and efficient operation. Provided,

that such stove, refrigerator or similar device need not be installed when a dwelling unit is not occupied or when the occupant is expected to provide same upon occupancy, in which case, sufficient space and adequate connections for the installation and operation of said stove, refrigerator or similar device must be provided.

- B. Toilet Facilities. Within every rental dwelling unit there shall be an uninhabitable room which is equipped with an approved toilet in good working condition. Such room shall have an entrance door which affords privacy. Said toilet shall be equipped with easily cleaned surfaces, shall be connected to an approved water system that at all times provides an adequate amount of running water under pressure to cause the toilet to be operated properly, and shall be connected to an approved sewer system.
- C. Lavatory Sink. Within every rental dwelling unit there shall be an approved lavatory sink. Said lavatory sink may be in the same room as the flush water closet, or if located in another room, the lavatory sink shall be located in close proximity to the door leading directly into the room in which the said water closet is located. The lavatory sink shall be in good working condition and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated running water under pressure, and shall be connected to an approved sewer system.
- D. Bathtub or Shower. Within every rental dwelling unit there shall be an uninhabitable room which is equipped with an approved bathtub or shower in good working condition. Such room shall have an entrance which affords privacy. Said bathtub or shower may be in the same room as the flush water closet, or in another room, and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated water under pressure, and shall be connected to an approved sewer system.
- E. Stairways, Porches and Balconies. Every stairway inside or outside of a rental dwelling and every porch or balcony shall be kept in safe condition and sound repair. Stairs, handrails and guards shall conform to the current Building Code.
- F. Access to Rental Dwelling Unit. Access to or egress from each rental dwelling unit shall be provided without passing through any other rental dwelling unit.
- G. Door Locks. No owner shall occupy nor let to another for occupancy any rental dwelling or rental dwelling unit unless all exterior doors of the dwelling or dwelling unit are equipped with safe, functioning locking devices as follows:
 - 1. Building Entrances. For the purpose of providing a reasonable amount of safety and general welfare for persons occupying multiple family dwellings, an approved security system shall be maintained for each

multiple family building to control access. The security system shall consist of locked building entrance or foyer doors, and locked doors leading from hallways into individual dwelling units. Dead-latch type doors shall be provided with lever knobs (or doorknobs) on the inside of building entrance doors and with key cylinders on the outside of building entrance doors. Building entrance door latches shall be of a type that are permanently locked from the outside and permanently locked from the inside.

2. Interior Dwelling Unit Entrances. Every door that is designed to provide ingress or egress for a dwelling unit within a multiple family building shall be equipped with an approved lock that has a deadlocking bolt that cannot be retracted by end pressure; provided, however, that such door shall be openable from the inside without the use of a key or any special knowledge or effort.

4-6-10: MINIMUM STANDARDS FOR LIGHT AND VENTILATION. No person shall occupy, as owner/occupant, or let to another occupy, any rental building or rental dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

- A. Habitable Room Light and Ventilation. Except where there is supplied some other device affording adequate ventilation and approved by the compliance officer, every habitable room shall have at least one window facing directly outdoors which can be opened easily. The minimum total of openable window area in every habitable room shall be the greater of ten (10) percent of the floor area of the room or ten (10) square feet. One-half (1/2) of the required window area shall be openable.
- B. Uninhabitable Room Ventilation. Every bathroom and water closet compartment, and every laundry and utility room shall contain at least fifty (50) percent of the ventilation requirement for habitable rooms contained in Section 4-6-10.A; except, that no windows shall be required if such rooms are equipped with a ventilation system which is approved by the compliance officer.
- C. Electric Service, Outlets and Fixtures. Every rental dwelling unit and all public and common areas shall be supplied with electric service, functioning over current protection devices, electric outlets, and electric fixtures which are properly installed, which shall be maintained in good and safe working condition, and which shall be connected to a source of electric power in a manner prescribed by the ordinances, rules, and regulations of the City and by the laws of the State. The minimum capacity of such electric service and the minimum number of electric outlets and fixtures shall be as follows:

1. Rental dwellings containing one (1) or two (2) rental dwelling units shall have at least the equivalent of sixty (60) ampere, three-wire electric service per dwelling unit.
 2. Rental dwelling units shall have at least one branch electric circuit for each six hundred (600) square feet of dwelling unit floor area.
 3. Every habitable room shall have at least one floor or wall type electric convenience outlet for each sixty (60) square feet or fraction thereof of total floor area and, in no case, less than two (2) such electric outlets; provided, however, that one ceiling or wall type fixture may be supplied in lieu of one required electric outlet.
 4. Every bathroom, kitchen, laundry room, and furnace room shall contain at least one (1) supplied ceiling or wall type electric light fixture, and every bathroom, kitchen, and laundry room shall contain at least one (1) electric convenience outlet. The electric convenience outlet in the bathroom shall be a GFCI outlet.
 5. Every public corridor and stairway in every rental dwelling shall be adequately lighted by natural or electric light at all times so as to provide effective illumination in all parts thereof. Every public corridor and stairway in structures containing not more than two (2) dwelling units may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed, instead of full time lighting.
 6. A convenient switch or equivalent device for turning on a light in each rental dwelling unit shall be located near the point of entrance to such unit.
- D. Smoke and Carbon Dioxide Protection. Smoke and carbon dioxide alarms shall be provided in conformance with the current Building Code.

4-6-11: DWELLINGS UNFIT FOR HUMAN HABITATION.

- A. Any rental dwelling or rental dwelling unit which is damaged, decayed, dilapidated, unsanitary, unsafe, or vermin or rodent infested, or which lacks provision for basic illumination, ventilation or sanitary facilities to the extent that the defects create a hazard to the health, safety or welfare of the occupants or of the public may be declared unfit for human habitation. Whenever any rental dwelling or rental dwelling unit has been declared unfit for human habitation, the compliance officer shall order the dwelling or dwelling unit vacated within a reasonable amount of time and shall post a placard on the dwelling or dwelling unit indicating that it is unfit for human habitation and any operating license previously issued for such dwelling shall be revoked.

- B. It shall be unlawful for such rental dwelling or rental dwelling unit to be used for human habitation until the defective conditions have been corrected and written approval has been issued by the compliance officer. It shall be unlawful for any person to deface or remove the declaration placard from any such rental dwelling or rental dwelling unit.
- C. The owner of any rental dwelling or rental dwelling unit which has been declared unfit for human habitation, or which is otherwise vacant for a period of sixty (60) days or more, shall make the dwelling or dwelling unit safe and secure so that it is not hazardous to the health, safety and welfare of the public and does not constitute a public nuisance. Any vacant dwelling open at doors or windows, if unguarded, shall be deemed to be a hazard to the health, safety and welfare of the public and a public nuisance within the meaning of this ordinance.
- D. If a rental dwelling unit has been declared unfit for human habitation and the owner has not remedied the defects within a prescribed reasonable time, the dwelling may be declared a hazardous building and treated consistent with the provisions of State Statutes.

4-6-12: ORDINANCE IMPLEMENTATION. All rental housing shall file for the first license by January 15, 2014. All even numbered addresses shall file for the first renewal by January 15, 2016. All odd numbered addresses shall file for the first renewal by January 15, 2017. After first renewals, the procedure shall follow as described in Section 4-6-4.

4-6-13: PENALTIES AND VIOLATIONS. Any person who violates any provision of this Section shall be guilty of a misdemeanor. Every license issued under the provisions of this Section is subject to suspension or revocation by the City should the licensed owner or the owner's duly authorized agent fail to operate or maintain a licensed dwelling or unit therein consistent with the provisions of the ordinances of the City and the Laws of the State. The City shall appoint a person responsible for administration of this section who shall have the authority to investigate licensees and to suspend or revoke licenses. Revocations and suspensions may be appealed to the City Council within thirty (30) days of notice.

SECTION 7

VACANT BUILDING REGISTRATION

(Ord. 194, Adopted 4/7/14, Effective 5/11/14)

SECTION:

- 4-7-1: Purpose and Findings
- 4-7-2: Definitions
- 4-7-3: Vacant Building Registration
- 4-7-4: Maintenance of Vacant Buildings
- 4-7-5: Inspection of Vacant Buildings
- 4-7-6: Penalties

4-7-1: PURPOSE AND FINDINGS. The City of St. Francis is enacting this section to protect the public health, safety and welfare by establishing a program for the identification and regulation of vacant buildings. The City finds that vacant buildings are a major cause and source of blight in residential and non-residential neighborhoods. Neglect of vacant buildings, as well as use of vacant buildings by transients and criminals creates a risk of fire, explosion or flooding for the vacant building and adjacent properties. There is a substantial cost to the City for monitoring vacant buildings. This cost should not be borne by the general taxpayers of the community; but, rather, these costs should be borne by owners of the buildings.

4-7-2: DEFINITIONS. For the purposes of this Section, the terms defined in this subsection have the meanings given them and shall apply in the interpretation and enforcement of this article.

- A. "Abandoned property" means property not lawfully occupied that the owner has surrendered, voluntarily relinquished, disclaimed, or ceded all right, title, claim, and possession, with the intention of not reclaiming it.
- B. "Building" is any roofed structure used or intended for supporting or sheltering any use or occupancy. Building, for purposes of this Chapter, shall include a portion of a building that is separately titled such as a condominium or townhouse unit that is part of a larger building structure.
- C. "Compliance official" means the City Administrator and the City Administrator's designated agents authorized to administer and enforce this section.
- D. "Owner" or "property owner" is the owner of record of a property on which a building is located according to County property tax records, those identified as owner or owners on a vacant building registration form, a holder of recorded or an unrecorded contract for deed, a mortgagee or vendee in possession, a

mortgagor or vendor in possession, an assignee of rents, a receiver, an executor, a trustee, a lessee, or other person, firm or corporation in control of the freehold of the premises or lesser estate therein. Owner also means any person, partnership, association, corporation or fiduciary having a legal or equitable title or any interest in the property or building. This includes any partner, officer or director of any partnership, corporation, association or other legally constituted business entity. All owners shall have joint and several obligations for compliance with the provisions of this section.

- E. "Responsible party" is an owner, entity or person acting as an agent for the owner who has direct or indirect control or authority over the building or real property, upon which the building is located, or any other person or entity having a legal or equitable interest in the property. Responsible party may include but is not limited to a realtor, service provider, mortgagor, leasing agent, management company, or similar person or entity.
- F. "Unoccupied building" is a building which is not being used for legal occupancy as defined in the St. Francis City Code.
- G. "Vacant building" means a building, other than a building under construction pursuant to a valid building permit that is unoccupied for sixty (60) consecutive days.

4-7-3: VACANT BUILDING REGISTRATION.

- A. Application. The owner or responsible party shall register a vacant building with the City no later than sixty (60) days after the building becomes vacant. The registration shall be submitted on a form provided by the City and shall include the following information supplied by the owner or responsible party.
 - 1. The name, address, telephone number and email address, if applicable, of each owner and each owner's representative.
 - 2. The names, addresses, telephone numbers and email addresses, if applicable, of all known lien holders and all other persons or entities with any legal interest in the building.
 - 3. The name, address, telephone number and email address, if applicable, of a local agent or person responsible for managing or maintaining the property.
 - 4. Property identification number and street address of the premises on which the building is situated.

5. The date the building became vacant, the period of time the building is expected to remain vacant, and a written property plan and timetable as described in Section 4-7-3.D for returning the building to lawful occupancy or use, or for demolition of the building.
 6. The status of water, sewer, natural gas and electric utilities.
- B. Notification. The owner shall notify the compliance official within thirty (30) days of changes in any of the information supplied as part of the vacant building registration.
- C. Administrative Registration. If the compliance official determines that a building has been vacant for at least sixty (60) days and has not been registered by its owner or responsible parties, the compliance official may administratively register the building and attempt to notify the owner of that registration based on such information as is reasonably available to the compliance official. Properties registered administratively will be charged a registration fee and an administrative fee as established in the City's fee schedule.
- D. Property Plan. The property plan identified above in Section 4-7-3.A.5 shall meet the following requirements:
1. General Provisions. The plan shall comply with all applicable regulations as determined by the building official. It shall contain a timetable regarding use or demolition of the buildings on the property. All actions necessary for compliance with this section shall be completed within thirty (30) days after the building is registered.
 2. Maintenance of Building. The plan shall identify the means and timetable for addressing all maintenance and nuisance-related items identified in the application or arising since application, or as identified by the building official including correcting all conditions to be in compliance with Section 4-7-4 of this Code. Any repairs, improvements or alterations to the property shall comply with State Building Code provisions and applicable City regulations.
 3. Plan Changes. If the property plan or timetable for the vacant building is revised in any way for any purpose, the revisions shall be submitted to the City in writing and meet the approval of the compliance official.
 4. Demolition. Vacant buildings that are hazardous or substandard may be demolished pursuant to Minn. Stats. §§ 463.15 through 463.261. As part of a property plan, the owner may request or consent to demolition of a structure and the City may commence abatement and cost recovery proceedings for the abatement in accordance with Section 8-2-2 of the City Code and Minn. Stats. § 429.101.

- E. Fees. The owner of vacant buildings or responsible parties shall pay a fee at the time of registration. In subsequent years, fees shall be due on the anniversary date of the original registration. The fees must be paid in full prior to the issuance of any building permits. The registration fee will be in an amount set forth in the City's fee schedule. The amount of the registration fee shall be reasonably related to the City's costs incurred in the administration and enforcement of the vacant buildings registration and monitoring program described in this article.
- F. Assessment. If the registration fee or any portion is not timely paid, the City Council may certify the unpaid fees against the property in accordance with Minn. Stats. § 429.101.

4-7-4: MAINTENANCE OF VACANT BUILDINGS. The owner or responsible party shall comply with all City ordinances and additionally ensure the property is maintained to the following standards:

- A. Appearance. All vacant buildings shall be maintained as required in Chapter 8 of the City Code. All vacant buildings shall be maintained and kept as to appear to be occupied.
- B. Security. All vacant buildings shall be secured from unauthorized entry. Security shall be ensured by normal building amenities such as windows and doors having adequate strength to resist intrusion. All doors and windows shall remain locked. There shall be at least one operable door into every building and into each room within the building. Exterior doors, walls, windows, and roofs shall be without holes or significant structural defects.
- C. Temporary Securing. Untreated plywood or similar structural panels or temporary construction fencing may be used to secure windows, doors, and other openings for a maximum period of thirty (30) days.
- D. Emergency Securing. The compliance official may take immediate steps to secure a vacant building at his or her discretion in emergency circumstances with such costs for securing at the expense of the property owner plus any administrative fees as set forth in the City's fee schedule.
- E. Fire Safety.
 - 1. Owners of non-residential vacant buildings shall maintain all fire protection systems, appliances, and assemblies in operating condition.
 - 2. The owner of any vacant building shall remove all hazardous material and hazardous refuse that could constitute a fire hazard or contribute to the spread of fire.

- F. Plumbing Fixtures. Plumbing fixtures and pipes shall be maintained in sound condition and good repair. The water system shall be protected from freezing.
- G. Electrical. Electrical service lines, wiring, outlets, or fixtures shall be maintained in good condition or repaired.
- H. Heating. Heating systems shall be maintained in good condition or repaired.
- I. Discontinuance of Utilities. Utilities may be discontinued in a vacant building but the plumbing, electrical, and heating systems and fixtures shall be maintained or repaired as to be capable of competent operation when utility services are restored.
- J. Termination of Utilities. The Compliance Official may order the termination of water, sewer, electricity, or gas service to the vacant building. Prior to the termination of any utility service, written notice must be given to the owner. The Compliance Official may authorize immediate termination of utilities in emergency circumstances. No utility terminated by order or action of the Compliance Official may be restored without consent of the Compliance Official.
- K. Exterior Maintenance. The owner must comply with all applicable property maintenance regulations and City Codes including but not limited to the maintenance of vegetation as required by Section 8-2-3 and ice and snow removal as required by Section 7-2-1.

4-7-5: INSPECTION OF VACANT BUILDINGS.

- A. Inspection. Registration of a vacant building shall constitute consent by the owner or responsible party to the City to go upon the property for inspection purposes. The compliance official may inspect any vacant building in the City for the purpose of enforcing and assuring compliance with this article and other applicable regulations. Upon the request of the compliance official, an owner or responsible party shall provide access to all interior portions of the building(s) and the exterior of the property in order to complete an inspection. If the owner or responsible party is not available, is unresponsive, or refuses to provide access to the interior of the building, the City may use any legal means to gain entrance to the building for inspection purposes.
- B. Notice of Violation. All violations found by the compliance official during the inspection in Section 4-7-4.A shall be corrected by the owner within the period of time established by the compliance official in the notice of violation. The period to correct the violations shall follow the procedure established in Section 2-11-3 of the City Code.

- C. Re-occupancy Inspection. Prior to any re-occupancy or reuse, the owner or responsible party shall request an inspection of the vacant building by the compliance official to determine the building is fit for human occupation consistent with the Minnesota State Building Code. All applicable building permit fees as needed shall be paid prior to building occupancy.

4-7-6: PENALTIES. Any person or responsible party who violates the provisions of this Chapter is subject to penalty as provided under Section 2-1-2 of this Code. Nothing in this section, however, is deemed to impair other remedies available to the City under this Code or state law including, but not limited to, Minn. Stats. §§ 463.15 through 463.261 and City Code Section 2-11.

Chapter 253

RENTAL DWELLINGS

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| <p>§ 253-1. Purpose and intent.</p> <p>§ 253-2. Definitions.</p> <p>§ 253-3. License required; term; renewals.</p> <p>§ 253-4. Residency requirements for owners.</p> <p>§ 253-5. Application for rental dwelling license.</p> <p>§ 253-6. Fees.</p> <p>§ 253-7. Conditions of license issuance.</p> <p>§ 253-8. Inspections, investigations and maintenance.</p> | <p>§ 253-9. Nontransferability of license.</p> <p>§ 253-10. Conduct of licensed property.</p> <p>§ 253-11. Landscaping; snow removal.</p> <p>§ 253-12. Fire control regulations.</p> <p>§ 253-13. License revocation or suspension.</p> <p>§ 253-14. No retaliation.</p> <p>§ 253-15. Summary of action.</p> <p>§ 253-16. Appeals.</p> <p>§ 253-17. Applicable laws.</p> <p>§ 253-18. Availability of information.</p> <p>§ 253-19. Violations and penalties.</p> |
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[HISTORY: Adopted by the City of Isanti 5-6-2008 by Ord. No. 434. Amendments noted where applicable.]

GENERAL REFERENCES

Fees — See Ch. 160 and Ch. A344.

Residential property maintenance standards — See Ch. 256.

§ 253-1. Purpose and intent.

It is the purpose of this chapter to protect the public health, safety and welfare of citizens of the City that have as their place of abode a living unit furnished to them for the payment of a rental fee to another. It is the intent of this chapter that uniform standards be established and applicable for all rental dwellings in the City.

§ 253-2. Definitions.

The following words and terms used in this chapter are construed and defined as follows:

DWELLING UNIT — A single unit providing complete independent living facilities for one or more persons including permanent provisions for living, eating, cooking, and sanitation.

OPERATE — To charge a rental fee for the use of a living unit in a rental dwelling.

RENTAL DWELLING — Any building with living unit(s) for hire. "Rental dwelling" does not mean on-campus dormitories, hospital units, nursing home units, assisted living units, and

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hotels or motels with daily rental units, located within the City, all of which shall be specifically exempt from registration and license under this chapter.

§ 253-3. License required; term; renewals.

No person, firm, corporation or other entity shall allow to be occupied or let to another a living unit in a rental dwelling for which a license has not been granted by the City. The license shall be issued biennially and shall expire on December 31, the second year after issuance. License renewals shall be filed at least 60 days prior to license expiration.

§ 253-4. Residency requirements for owners.

Owners of property for rent must reside within Isanti County or a county adjacent to Isanti County. The owner of the property whether individual, partnership, corporation, etc., must reside within Isanti County or a county adjacent to Isanti County or shall have an appointed and authorized agent that resides within Isanti County or a county adjacent to Isanti County. The agent shall have full authorization to care for all matters pertaining to operations, maintenance, etc., of the subject property and grounds.

§ 253-5. Application for rental dwelling license.

- A. Applications for rental dwelling licenses shall be made in writing to the City by the owner of the dwelling units or his/her legally designated agent. Before any rental dwelling license shall be issued or renewed, the owner shall complete an application. The following persons shall be authorized to sign and submit the application:
- (1) If the owner is a natural person, the owner thereof.
 - (2) If the owner is a corporation, an authorized officer or agent thereof.
 - (3) If the owner is a partnership, by a general partner thereof.
- B. The registration statement shall be made on forms prescribed by the City and shall include:
- (1) The name, address and phone number of the owner of the rental dwellings.
 - (2) The name, address and phone number of any operator or agent actively managing the rental dwelling. If off site, provide further data as to who it is.
 - (3) If the operator or agent is a business entity, the names, telephone numbers, and addresses of individuals who will be involved in such management, together with a description of the scope of services and manner of delivering these services by the manager.
 - (4) If the registrant is a partnership, the name, address and phone number of all partners.
 - (5) If the registrant is a corporation, the name, address and phone number of all officers.

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- (6) If the rental dwelling is being sold on a contract for deed, the name and address for the vendees.
 - (7) The legal address of the rental dwelling.
 - (8) The number of units within the rental dwelling.
- C. Notification by the rental operator shall be given to the City within five business days with any change of information as required and stated in the initial application.

§ 253-6. Fees.

A. License fees.

- (1) Fees established; due date. License fees as set by the adoption of a fee schedule by the City Council shall be due 60 days prior to the license expiration date. (In the case of a new unlicensed rental dwelling, the license fee shall be due upon issuance of the certificate of occupancy prior to becoming a rental unit). In the case of licensing periods of less than two years, license fees shall be at the full rate as shown on the City's fee schedule. A license fee shall be collected for each unit in a rental dwelling, except owner-occupied units, which shall be exempt from inspection. [Amended 8-18-2009 by Ord. No. 462]
 - (2) Filing due date and penalty. An applicant shall have an application window from not more than 90 days before the beginning of the licensing period to not less than 60 days before the beginning of the license period to submit the completed application, fees and relevant items. If an application is made less than 60 days before the beginning date of the license period applied for, then the fee shall be accompanied by an additional amount equal to 100% of such license fee. The additional amount shall be a penalty for a late application, with the exception of the first year of the adoption of this chapter. In no case shall there be a lapse in the license period. Failure to maintain the license on a current basis shall constitute a violation of this chapter. The late penalty is established for those licensees who have failed to submit an application as specified in this chapter. All new owners must submit an application, pass an inspection and obtain a new rental license; the old license is not transferable.
- B. Reinspection fee. A fee as set by the City Council shall be charged for all reinspection necessary after the first reinspection prior to the receipt of a license. The reinspection fee(s) will be payable at the time of license renewal for the property.

§ 253-7. Conditions of license issuance.

- A. Compliance with chapter. The City shall issue a rental dwelling license if the building and the application are found to be in compliance with the provisions of this chapter.
- B. Conformance to laws. No rental dwelling license shall be issued or renewed unless the rental dwelling and its premises conform to the ordinances of the City and the laws of the State of Minnesota.

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- C. The Council, in its discretion, may have the right to refuse to issue or renew a license for any premises on which taxes, assessments or other financial claims of the City are delinquent or unpaid. Delinquent or unpaid taxes, assessments or other financial claims of the City on the premises for which the license has been issued may be grounds for the revocation of a rental license. [Added 3-17-2009 by Ord. No. 456]

§ 253-8. Inspections, investigations and maintenance.

- A. No rental dwelling license shall be issued or renewed unless the owner of the rental units agrees in his/her application to permit inspections pursuant to this section.
- B. Every housing dwelling unit shall maintain the standards as stated in Chapter 256, Residential Property Maintenance Standards.
- C. The Building Official/Inspector, Fire Marshal and/or their designated representatives are hereby authorized to enter the property and premises to conduct inspections reasonably necessary to the enforcement of this chapter.
- D. Persons inspecting any rental housing dwelling as provided herein shall notify the license holder and/or applicant of all violations, if any, by issuing a written compliance order. Said compliance order shall direct that compliance on housing maintenance code violations be made in no more than seven days, unless extended by the Building Official/Inspector and/or Fire Marshal based on good cause.
- E. All units shall have the appropriate smoke and carbon monoxide detectors as required in the Minnesota State Building Code. [Amended 7-1-2008 by Ord. No. 438]

§ 253-9. Nontransferability of license.

No rental dwelling license shall be transferable to another person or to another rental dwelling. Every person holding a rental dwelling license shall give notice in writing to the City within five business days after having legally transferred or otherwise disposed of the legal control of any licensed rental dwelling. Such notice shall include the name and address of the person succeeding to the ownership or control of such dwelling or dwellings.

§ 253-10. Conduct of licensed property.

- A. Disorderly premises. It shall be the responsibility of the licensee to see that persons occupying the living units conduct themselves in a manner as not to cause the premises to be disorderly. For the purpose of this section, a licensed property shall be deemed disorderly upon the repeated occurrence within any twelve-month period of any one or more of any of the following activities:

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- (1) Any violation of federal, state, or local statutes regarding controlled substances.
- (2) Prostitution or prostitution-related activity.
- (3) Illegal gambling or gambling-related activity.
- (4) Illegal sales or consumption of any controlled substance, including but not limited to drugs or alcohol.

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- (5) Actions which constitute a violation of any Minnesota Statutes relating to disorderly conduct.
 - (6) Events which disturb the peace and tranquility of the neighborhood.
 - (7) Congregating in a tumultuous, noisy or rowdy crowd.
 - (8) Loud music constituting a nuisance or disturbing the peace.
 - (9) Activities causing excessive pedestrian, bicycle or vehicular traffic and/or parking problems and congestion.
 - (10) Indecent exposure or lewd conduct.
 - (11) Maintaining or permitting a public nuisance² in violation of any Minnesota Statutes.
 - (12) Any firearms or weapons activities in violation of any Minnesota Statutes.
 - (13) Any underage tobacco use or possession in violation of Minnesota Statutes.
 - (14) Any other actions which constitute a public nuisance under federal, state, or local laws or ordinances.
- B. Enforcement authority. The City Administrator and his/her designee shall be responsible for enforcement and administration of this chapter. Authority to take any action authorized by this chapter may be delegated to the City Administrator's designee.
- C. Other rules. Other rules and regulations as stipulated in Minn. Stat. Chapter 504B, as may be amended, also apply to this chapter.
- D. Notice of violation.
- (1) Upon determination by the City that a dwelling unit was used in a disorderly manner, as described in this section, the City shall give notice to the licensee of the violation and direct the licensee to take steps to prevent further violations. The disorderly manner shall be as defined in this section.
 - (2) Steps for notice:
 - (a) There shall be verification of the occurrence of conduct prohibited by this chapter.
 - (b) Letter is sent via certified mail to the applicant of the rental license and the rental maintenance company notifying them of the violation and ordering remediation. The notice shall be sent within one month of the occurrence of the most recent violation noted therein.
- E. Second instance.

2. Editor's Note: See Ch. 216, Nuisances, of this Code.

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- (1) If a second instance of disorderly use of the dwelling unit occurs within three months of an incident for which a notice was given as specified in Subsection D of this section, the City shall notify the licensee to submit a written report of the actions taken and proposed to be taken by the licensee to prevent further disorderly use of the dwelling unit.
 - (2) This written report shall be submitted to the City within five days of receipt of the notice/report of disorderly use of the living unit and shall detail all actions taken by the licensee in response to all notices of disorderly use of the dwelling unit within the preceding three months.
- F. Third instance. If a third instance of disorderly use of the dwelling unit occurs within three months after any two previous instances of disorderly use for which notices were given to the licensee pursuant to Subsections D and E of this section, the rental dwelling license for the rental dwelling may be denied, revoked, suspended or not renewed. An action to deny, revoke, suspend, or not renew a license under this section shall be initiated by the City which shall give to the licensee written notice of a hearing before the City Council to consider such denial, revocation, suspension or nonrenewal. Such written notice shall specify all violations of this section and shall state the date, time, place and purpose of the hearing. The hearing shall be held no less than 10 days and no more than 30 days after giving such notice.
- G. Action of the City Council. Following the hearing, the City Council may deny, revoke, suspend or decline to renew the license for all or any part or parts of the rental dwelling or may grant a provisional license upon such terms and conditions as it deems necessary to accomplish the purposes of this section.
- H. Eviction proceedings. No adverse license action shall be imposed where the instance of disorderly use of the living unit occurs during the pendency of eviction proceedings (unlawful detainer) or within 30 days of notice given by the licensee to a tenant to vacate the premises where the disorderly use was related to conduct by that tenant or by other occupants or guests of the tenant's dwelling unit. Eviction proceedings shall not be a bar to adverse license action, however, unless they are diligently pursued by the licensees. Further, any action to deny, revoke, suspend, or not renew a license based upon violations of this section may be postponed or discontinued at any time if it appears that the licensee has taken appropriate measures which will prevent further instances of disorderly use.
- I. Evidence of disorderly manner. A determination that the rental dwelling unit has been used in a disorderly manner as described in this section shall be made upon substantial evidence to support such determination. It shall not be necessary that criminal charges be brought in order to support a determination of disorderly use, nor shall the fact of dismissal or acquittal of such criminal charge operate as a bar to adverse license action under this section.
- J. Serving notice. All notices given by the City under this section shall be personally served on the licensee, sent by certified mail to licensee's last known address or, if neither method of service effects notice, by posting on a conspicuous place on the licensed rental dwelling.

§ 253-10

RENTAL DWELLINGS

§ 253-13

- K. Council action not exclusive. Enforcement actions provided in this section shall not be exclusive, and the City Council may take any action with respect to a licensee, a tenant, or the licensed rental dwelling as is authorized by this chapter or state law.

§ 253-11. Landscaping; snow removal.

Each rental dwelling shall be maintained by its owner, occupant, operator or agent so that the yards, open spaces and parking facilities are kept in compliance with all applicable laws and ordinances. In addition, snow plowing or snow shoveling shall be regularly accomplished to maintain all sidewalks and parking areas in a safe condition.

§ 253-12. Fire control regulations.

An owner, operator or agent of a rental dwelling shall be responsible for compliance with the applicable provisions of the Fire Code of the City, including the keeping of all fire lanes open for emergency purposes.

§ 253-13. License revocation or suspension.

- A. Reason for action. The Council may revoke, suspend, deny or decline to renew any license issued under this chapter upon any of the following grounds:
- (1) False statements on any application or other information or report required by this chapter to be given by the applicant or licensee.
 - (2) Failure to pay any application, penalty, reinspection, or reinstatement fee required by this chapter or resolution.
 - (3) Failure to correct deficiencies noted in notices of violation in the time specified in the notice.
 - (4) Failure to comply with the provision of an approved mitigation plan in the case of provisional licenses.
 - (5) Any other violation of this chapter.
- B. Applicable sections. Revocation, suspension, and nonrenewal may be brought under either this section or § 253-10 of this chapter.
- C. Regular license. A regular license may be revoked, if at midterm, or not renewed, if at the end of a term, upon a finding that the premises are only eligible for a provisional license as provided in § 253-10 of this chapter.
- D. Written notice. A decision to revoke, suspend, deny or not renew a license shall be preceded by a written notice to the applicant or licensee of the alleged grounds therefor and the applicant or licensee will be given the opportunity for a hearing before the City Council before final action to revoke, suspend, deny, or not renew a license.

§ 253-13

ISANTI CODE

§ 253-16

- E. Action of City Council. The City Council shall give due regard to the frequency and seriousness of violations, the ease with which such violations could have been cured or avoided and good-faith efforts to comply and shall issue a decision to deny, not renew, suspend, or revoke a license only upon written findings. The City Council may suspend or revoke a license or not renew a license for part or all of the rental dwelling.
- F. Reinstatement of license. Upon a decision to revoke, deny, or not renew a license, no new applicant for the same facility will be accepted for a period of time specified in a written decision of the City Council, not exceeding one year. Such new applications must be accompanied by a reinstatement fee, as specified by resolution, in addition to all other fees required by this chapter.
- G. No new rentals. A written decision to revoke, suspend, deny, or not renew a license or application shall specify the part or parts of the rental dwelling to which this applies. Thereafter, and until a license is reissued or reinstated, no living unit becoming vacant in such part or parts of the rental dwelling may be re-let or occupied. Revocation, suspension, or nonrenewal of a license shall not excuse the owner from compliance with all terms of this chapter for as long as any units in the rental dwelling are occupied.
- H. Failure to comply. Failure to comply with this chapter is a misdemeanor.

§ 253-14. No retaliation.

No licensee shall evict, threaten to evict, or take any other punitive action against any tenant by reason of good-faith calls made by such tenant to law enforcement agencies related to criminal activity, suspected criminal activity, suspicious occurrences, or public concerns. This section shall not prohibit the eviction of tenants from a dwelling unit for unlawful conduct of a tenant or invitee or violation of any rules, regulations, or lease terms other than a prohibition against contacting law enforcement agencies.

§ 253-15. Summary of action.

When the conduct of any licensee or his/her agent, representative, employee or lessee or the condition of his/her dwelling is detrimental to the public health, safety and general welfare as to constitute a nuisance, fire hazard or other unsafe or dangerous condition and thus give rise to an emergency, the City shall have the authority to summarily condemn or close off such area of the rental dwelling.

§ 253-16. Appeals.

Any person aggrieved by a decision of the City to cease business or revoke or suspend the license shall be entitled to appeal to the City Council immediately by filing a notice to appeal. The City shall schedule a date for hearing before the City Council and notify the aggrieved person of the date. The hearing shall be conducted in the same manner as if the aggrieved person had not received summary action. The decision of the City shall not be voided by the filing of such appeal. Only after the City Council has held its hearing will the decision of the City be affected.

§ 253-17

RENTAL DWELLINGS

§ 253-19

§ 253-17. Applicable laws.

Licenses shall be subject to all of the ordinances of the City and laws of the state related to rental dwellings. This chapter shall not be construed or interpreted to supersede or limit any other such applicable ordinance or law.

§ 253-18. Availability of information.

Rental applications, payment of fees and fine information may be obtained at City Hall offices during regular business hours.

§ 253-19. Violations and penalties. [Amended 7-1-2008 by Ord. No. 438]

By December 31, 2008, all owners of residential property subject to the terms of this chapter shall be in full compliance with the terms of this chapter. All violations of this chapter occurring thereafter shall be punishable as a misdemeanor by a maximum fine of \$1,000 or a term of imprisonment of not to exceed 90 days, or both, plus costs of prosecution in either case.

CHAPTER 99: REQUESTS FOR RENTAL HOUSING INSPECTION

Section	Page
99.01	Purpose..... 98
99.02	Definitions..... 98
99.03	Inspections and fees..... 99
99.04	Summary action remedies..... 100
99.05	Owner’s right to appeal..... 100
99.06	Assessment of unpaid fees or fines..... 100

§ 99.01 PURPOSE.

It is the purpose of this subchapter to provide a mechanism for a Tenant, Owner, or Neighborhood Association to request the City of Cambridge to inspect a Rental Dwelling or Living Unit for let for occupancy for compliance with building code, fire code, and the City’s housing maintenance code so as not to become a nuisance to the neighborhood and/or community.

§ 99.02 DEFINITIONS.

For the purpose of this subchapter, the following definitions apply unless the context clearly indicates or requires a different meaning.

CITY ADMINISTRATOR. The City Administrator or the City Administrator’s designee.

LET FOR OCCUPANCY or TO LET. To permit possession or occupancy of a dwelling or living unit by a person who is not the legal Owner of record thereof, pursuant to a written or unwritten lease, or pursuant to a recorded or unrecorded agreement whether or not a fee is required by the agreement.

LIVING UNIT. A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

NEIGHBORHOOD ASSOCIATION (Housing Related). "Housing-related neighborhood organization" means a nonprofit corporation incorporated under chapter 317A that:

(1) designates in its articles of incorporation or bylaws a specific geographic community to which its activities are limited; and

(2) is formed for the purposes of promoting community safety, crime prevention, and housing quality in a nondiscriminatory manner.

For purposes of this chapter, an action taken by a Neighborhood Association with the written permission of a residential Tenant means, with respect to a building with multiple dwelling units, an action taken by the neighborhood organization with the written permission of the residential Tenants of a majority of the occupied units.

NO OCCUPANCY ORDER. The rental dwelling cannot be used for sleeping, eating, cooking, or living.

OWNER. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court, or any person representing the actual Owner.

RENTAL DWELLING. Any apartment, general housing unit, or single family dwelling let for occupancy.

TENANT. Tenant means a person who is occupying a dwelling in a residential building under a lease or contract, whether oral or written, that requires the payment of money or exchange of services, all other regular occupants of that dwelling unit, or a resident of a manufactured home park.

VIOLATION. A deficiency of any state or city health, safety, housing, building, fire prevention, or housing maintenance code applicable to the building.

§ 99.03 INSPECTIONS AND FEES

- (A) Responsibility. It is the responsibility of the Owner to be in compliance with City ordinances and State laws.
- (B) Maintenance standards. Every rental dwelling must maintain the standards in the City Housing Code Chapter 97, in addition to any other requirement of the ordinances of the City or the laws of the State of Minnesota.
- (C) Inspections and Fees.
 - (1) The City Administrator is authorized to make inspections at the request of a Tenant, Owner, or Neighborhood Association to ensure compliance with building code requirements, fire code requirements, and city ordinances such as the City's Housing Code.
 - (2) All designated agents authorized to make the requested inspection may enter at reasonable times any rental dwelling with the Tenant's or Owner's permission. If any Owner, operator, occupant or other person(s) in charge of a rental dwelling refuses to permit access and entry to the rental dwelling, or any part thereof, the designated agent may, upon showing that probable cause exists for the inspection, seek a court order directing compliance with the inspection in order to secure entry.
 - (3) The requested inspection will be conducted and a fee charged in accordance with the City's Licenses, Fees, and Permits Ordinance.
 - (a) If violations are not corrected and reinspections are required, a fee will be charged for each subsequent re-inspection occurring after the due date for compliance with an order. The amount of the re-inspection fee will be set by ordinance of the City Council.

- (b) The violation and/or re-inspection fees prescribed above are to be billed directly to the Owner of the property.
- (c) The City Administrator may waive a re-inspection fee in case of error, mistake, injustice, or other good cause.
- (d) Failure to attend a scheduled inspection date or failure to pay any fees associated with inspections may have additional penalties and/or fines as outlined in Chapter 38 of the City Code.

§ 99.04 SUMMARY ACTION REMEDIES

When the conduct of any Owner/licensee or their agent, representative, employee or lessee or the condition of their rental dwelling is detrimental to the public health, sanitation, safety and general welfare of the community at large or residents of the rental dwelling as to constitute a nuisance, fire hazard or other unsafe or dangerous condition and thus give rise to an emergency, the City Administrator has the authority to issue a No Occupancy Order or close off individual units or such areas of the rental dwelling.

Notice of No Occupancy Order must be posted at the location of the rental dwelling and at the units or areas affected and shall indicate the units or areas affected. Upon notice of a No Occupancy Order, the City Administrator may impose terms and conditions as necessary to remedy the nuisance, fire hazard, or other unsafe or dangerous condition.

§ 99.05 OWNER'S RIGHT TO APPEAL

Any person aggrieved by a decision or action of the City Administrator shall be entitled to appeal to the City Council by filing a notice of with the City Administrator. The appeal must be filed within ten (10) days of the City Administrator's decision. The City Administrator will schedule a date for a hearing before the City Council and notify the aggrieved person of the date.

The hearing must be conducted in the same manner as if the aggrieved person had not received summary action. The decision of the City Administrator is not voided by the filing of such appeal. Only after the Council has held its hearing will the decision or action of the City Administrator be affected.

§ 99.06 ASSESSMENT OF UNPAID FEES OR FINES

Any unpaid violation fine or reinspection fees may be assessed against the property in the manner set forth in §38.07 of the City Code.



City of East Bethel City Council Agenda Information

Date:

October 1, 2014

Item Number:

Item 8.0 A.2

Agenda Item:

Classic Commercial Park 3rd Addition Final Plat

Background Information:

At their meeting held August 26, 2014 the Planning Commission recommended approval of the Preliminary Plat for Classic Commercial Park 3rd Addition. City Council approved the Preliminary Plat on September 3, 2014.

This is a continuation of the platting of vacant property in the Classic Commercial Park. There have been no changes as result of comments for the preliminary plat and CD Properties North, LLC is requesting final plat approval.

Utilities and street improvements are in place and no new additions are required for Lot 1, Block 1. All floodplain delineations, wetland designations, and other potential impacts for all of Outlot "A" were considered and addressed at the time the Aggressive Hydraulics Plat was reviewed and approved. The storm water ponds in the Classic Commercial Park have been sized to adequately handle runoff from this plat and future plats. Plans for the future extension of sewer service along 187th Avenue and road improvements at the intersection of 187th Avenue and Buchanan Street to service the remainder of Outlot "A" will be presented with the Civil drawings and plans when Lot 1, Block 1 is developed.

Attachments:

1. Location Map
2. Final Plat

Recommendations:

Staff requests that Council consider the approval of the Final Plat, Classic Commercial Park 3rd Addition.

City Council Action

Motion by: _____

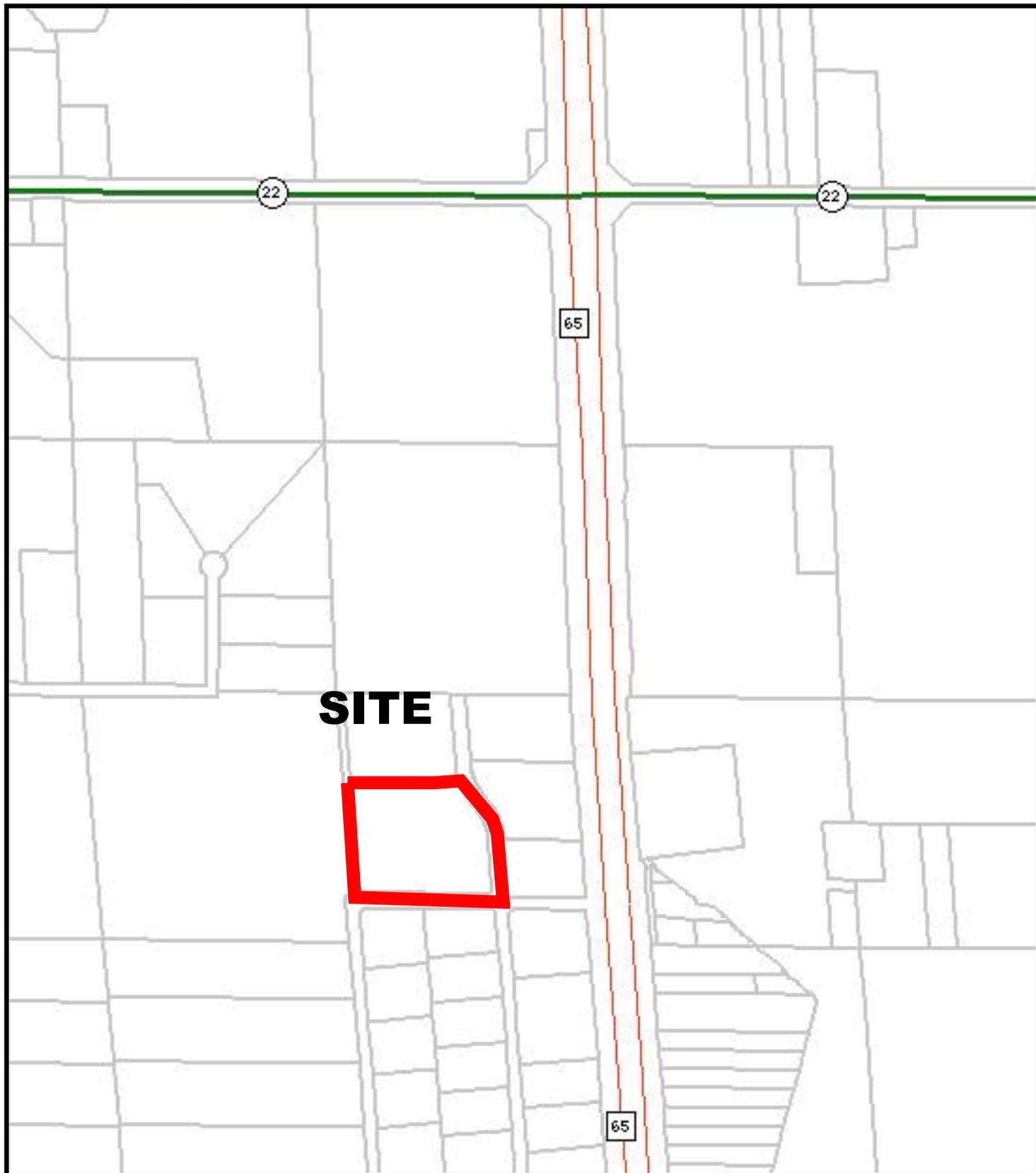
Second by: _____

Vote Yes: _____

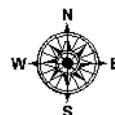
Vote No: _____



Classic Commercial 3rd - Map



Disclaimer: Maps and documents made available to the public by the City of East Bethel are not legally recorded maps or surveys and are not intended to be used as such. The maps and documents are created as part of the Geographic Information System (GIS) that compiles records, information, and data from various city, county, state and federal resources.
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CLASSIC COMMERCIAL PARK 3RD ADDITION

**City of East Bethel
County of Anoka
SEC. 32, TWP. 33, RNG. 23**

KNOW ALL PERSONS BY THESE PRESENTS: That CD Properties North, LLC, a Minnesota limited liability company, owner of the following described property:

OUTLOT A, CLASSIC COMMERCIAL PARK 2ND ADDITION, Anoka County, Minnesota.

Have caused the same to be surveyed and plotted as CLASSIC COMMERCIAL PARK 3RD ADDITION and do hereby dedicate to the public for public use the drainage and utility easements as shown on this plat.

CD PROPERTIES NORTH, LLC

In witness whereof said CD Properties North, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____ as _____.

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____ by _____ of CD Properties North, LLC, a Minnesota limited liability company, as _____.

Notary Public: _____ County, Minnesota
My Commission Expires: _____

I, Jason E. Rud do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____

Jason E. Rud, Licensed Land Surveyor
Minnesota License No. 41578

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____ by Jason E. Rud.

Notary Public: _____ County, Minnesota
My Commission Expires: _____

CITY COUNCIL, CITY OF EAST BETHEL, MINNESOTA

This plat of CLASSIC COMMERCIAL PARK 3RD ADDITION was approved and accepted by the City Council of the City of East Bethel, Minnesota at a regular meeting thereof held this ____ day of _____, 20____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of East Bethel, Minnesota

By _____ Mayor By _____ Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd 11, this plat has been reviewed and approved this ____ day of _____, 20____

Larry D. Holm
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____

Property Tax Administrator

By _____ Deputy

COUNTY RECORDER/REGISTRAR OF TITLES
COUNTY OF ANOKA, STATE OF MINNESOTA

I hereby certify that this plat of CLASSIC COMMERCIAL PARK 3RD ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ____ day of _____, 20____ at _____ o'clock ____ M. and was duly recorded in Book ____ Page ____ as Document No. _____

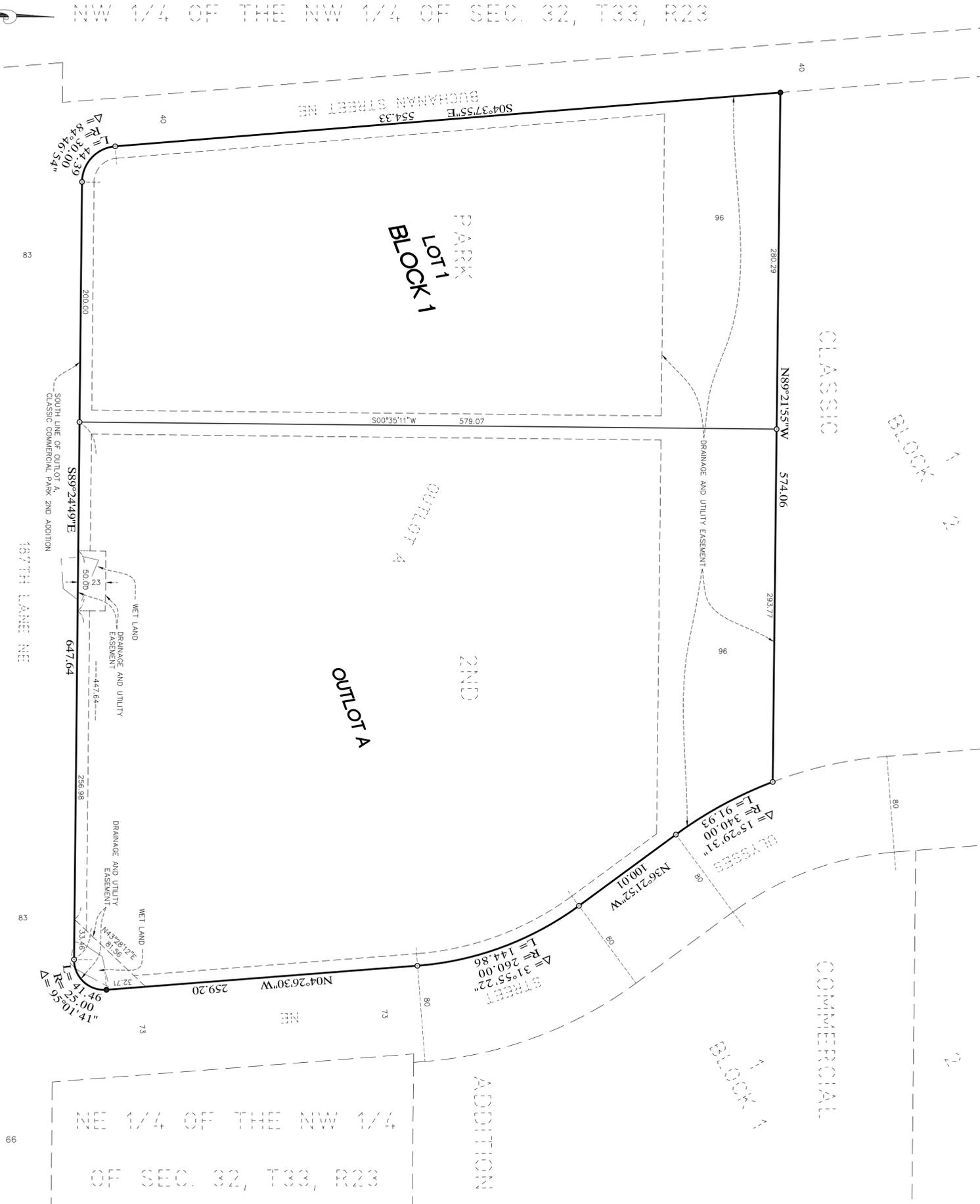
County Recorder/Registrar of Titles

By _____ Deputy

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MARKED BY RLS NO. 41578.
 - DENOTES FOUND IRON MONUMENT
- FOR THE PURPOSES OF THIS PLAT THE SOUTH LINE OF OUTLOT A, CLASSIC COMMERCIAL PARK 2ND ADDITION, IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 24 MINUTES 49 SECONDS EAST.

BEING 10 FEET IN WIDTH AND ALL LOT LINES AND RIGHT OF WAY LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.



E.G. RUD & SONS, INC.
Professional Land Surveyors
EST. 1977



City of East Bethel City Council Agenda Information

Date:

October 1, 2014

Agenda Item Number:

Item 8.0 E.1

Agenda Item:

Street Light Request for Viking Blvd and Tri Oak Circle

Requested Action:

Consider approval of a street light at the intersection of Tri Oak Circle and Viking Blvd

Background Information:

Ken Johnson and the residents of Tri Oak Circle are requesting the installation of a street light at the intersection of Tri Oak Circle and Viking Blvd. Tri Oak Circle is one of two access points to the neighborhood of approximately 78 homes and is located on a curve of Viking Blvd where sight lines are limited. A petition has been signed by numerous residents of the development for the street light request.

After completion of the initial street light installation program in 2009, the Road Commission and City Council have elected to review new street light locations on a case-by-case basis. The City has not budgeted any monies for street light installation over the past five years. Funding for this project would have to come from the Street Maintenance fund.

Connexus provided a cost estimate that included adding a new pole and cobra-style LED light on the SW corner of the intersection for \$2,300. An additional \$150 right-of-way permit would be required for placing the pole in the county right-of-way. Estimated monthly operating costs are \$7.76. This would be the first LED street light the City has installed and the monthly operating costs would be 20-25% lower than traditional street lights. After November 1st, Connexus charges higher rates for pole and street light installation.

The Road Commission reviewed the request at their regularly scheduled September 9, 2014 meeting and unanimously recommended installation of the street light. The Road Commission felt that due to the limited visibility, number of vehicles using the intersection, and the location within the curve of Viking Blvd, the location warranted a street light. The property owners near the installation location have been contacted and have indicated they are in favor of the installation.

Attachments:

1. Map of Project Location
2. Petition from Residents
3. Consultation with property owner opposite the site location

Fiscal Impact:

Estimated total project cost of \$2,450.00 plus an annual operating cost of \$93.00. The funds for this installation are available within the Street Maintenance Budget due to reductions in personnel costs for unpaid leave for medical purposes.

Recommendations:

The Road Commission and Staff recommend Council consider the installation of the street light on the SW corner of Viking Blvd. and Tri Oak Circle.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____



Street Light Request Location



Aerial Photo: Flown Spring 2011



Petition – Viking Blvd Street Light

We the undersigned property owners on Tri Oak Circle do hereby petition the City of East Bethel to install a street light at the intersection of Viking Blvd and Tri Oak Circle.

Viking Blvd has a speed limit of 55 miles per hour and has one of the most difficult sight lines approaching from the West. There is a reflective post on both sides of Tri Oak Circle at the intersection. They cannot be seen until a driver is within 300 feet of the intersection which makes it difficult to see the intersection.

Signatures are of owners of property on Tri Oak Circle the exit or enter at the intersection of Tri Oak Circle and Viking Blvd.

<u>Address</u>	<u>Name (please print)</u>	<u>Signature</u>
<u>19520 W Tri Oak Cir NE</u>	<u>Ken Johnson</u>	<u>[Signature]</u>
<u>19520 W Tri Oak Cir NE</u>	<u>Elouise Johnson</u>	<u>[Signature]</u>
<u>19515 E Tri Oak Cir NE</u>	<u>Denise Berry</u>	<u>[Signature]</u>
<u>19556 W Tri Oak Cir NE</u>	<u>KEITH TRYGGESIA</u>	<u>[Signature]</u>
<u>19552 W. TRI OAK CIRCLE</u>	<u>RON PETRIEKA</u>	<u>[Signature]</u>
<u>19548 W. TRI OAK CIR NE</u>	<u>CAAD EVANS</u>	<u>[Signature]</u>
<u>19452 W Tri oak cir ne</u>	<u>Tim Waldold</u>	<u>[Signature]</u>
<u>19448 W Tri Oak Cir</u>	<u>Gail McGuire</u>	<u>[Signature]</u>
<u>19448 W Tri oak Cir</u>	<u>Marty McGuire</u>	<u>[Signature]</u>
<u>19444 W TRI OAK CIR</u>	<u>Steve Windisch</u>	<u>[Signature]</u>
<u>19438 W Tri Oak C</u>	<u>SANDRA JONES</u>	<u>[Signature]</u>
<u>19449 W Tri Oak C</u>	<u>Al Hopman</u>	<u>[Signature]</u>
<u>19422 W. Tri Oak Cir</u>	<u>Michele Hagel</u>	<u>[Signature]</u>
<u>19420 W. Tri Oak Cir</u>	<u>Paul Jaeger</u>	<u>[Signature]</u>
<u>19418 W Tri Oak Cir</u>	<u>Sharon Freytag</u>	<u>[Signature]</u>

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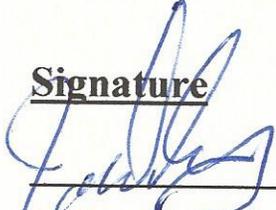
<u>Address</u>	<u>Name (please print)</u>	<u>Signature</u>
<u>19402 W. Tri Oak Cir NE</u>	<u>Jan Voss</u>	<u>Jan Voss</u>
<u>4838 S. TRI OAK CIR N.E</u>	<u>MARK & CONNY RIME</u>	<u>Mark Rime</u>
<u>4842 So Tri OAK Cir NE.</u>	<u>Tom Murphy</u>	<u>Tom Murphy</u>
<u>19409 E. Tri OAK Cir NE.</u>	<u>Constance P. Schus</u>	<u>Constance P. Schus</u>
<u>4848 S. TRI OAK CLR, NE</u>	<u>DAVE BELDEN</u>	<u>Dave Belden</u>
<u>4856 S. Tri Oak Circle NE</u>	<u>Angie Nechart</u>	<u>Angie Nechart</u>
<u>4860 S. Tri - Oak Cir NE</u>	<u>Sherri Bahr</u>	<u>Sherri Bahr</u>
<u>4860 S TRI OAK CIR NE</u>	<u>Maul Bahr</u>	<u>Maul Bahr</u>
<u>4906 S</u>	<u>Ken Olson</u>	<u>KEN OLSON</u>
<u>4910 S Tri oak circle</u>	<u>Tim Hammack</u>	<u>Tim Hammack</u>
<u>4914 S Tri Oak Cir NE</u>	<u>Amanda Hanson</u>	<u>Amanda Hanson</u>
<u>4918 Tri OAK Cir</u>	<u>Tom Dotseth</u>	<u>Tom Dotseth</u>
<u>4922 Tri OAK Cir</u>	<u>Roger Toussaint</u>	<u>Roger Toussaint</u>
<u>19503 E Tri. Oak Cir</u>	<u>Louise E. Fierfield</u>	<u>Louise E. Fierfield</u>
<u>19439 E. TRI OAK CIR</u>	<u>BARB BOULJON</u>	<u>Barb Bouljon</u>

Petition – Viking Blvd Street Light

We the undersigned property owners on Tri Oak Circle do hereby petition the City of East Bethel to install a street light at the intersection of Viking Blvd and Tri Oak Circle.

Viking Blvd has a speed limit of 55 miles per hour and has one of the most difficult sight lines approaching from the West. There is a reflective post on both sides of Tri Oak Circle at the intersection. They cannot be seen until a driver is within 300 feet of the intersection which makes it difficult to see the intersection.

Signatures are of owners of property on Tri Oak Circle the exit or enter at the intersection of Tri Oak Circle and Viking Blvd.

<u>Address</u>	<u>Name (please print)</u>	<u>Signature</u>
19534 West Tri Oak Circle	John Czrowsky	
19414 19414 W Tri Oak Circle NE	Mary Ellen Vaight	Mary Ellen Vaight
4935 S Tri Oak NE	Wendy Mickman	Wendy Mickman
19363 E Tri Oak Circle NE	Allen Mueller	Allen Mueller
19403 E Tri Oak Circle	Sandy + Din Mayer	Sandra J. Mayer
19411 E Tri Oak Cir	Karen Weist	Karen Weist
19449 E Tri Oak Cir	Lori Kratz	Lori Kratz
19431 E Tri Oak Cir	Leo R Moellerman	Leo R Moellerman
19426 E Tri Oak Cir	Barb McGlade	Barb McGlade
4877 N. Tri Oak Cir	Lori Bean	Lori Bean
4972 N Tri Oak Cir	Rod Breivick	Rodney Breivick
19435 E Tri Oak Cir	Will Bauer	Will Bauer
19507 E Tri Oak Cir	Carl Ege	Carl Ege
19515 E Tri Oak Cir	Denise Berry	Denise Berry
19519 E Tri Oak Cir	Craig Wendt	Craig Wendt



VIKING BLVD
50 feet east of Tri Oak Circle



VIKING BLVD
300 feet east of Tri Oak Circle

Jack Davis

From: Nate Ayshford
Sent: Friday, September 26, 2014 7:10 AM
To: Jack Davis
Subject: Fwd: Street Light - update

Sent from my iPhone

Begin forwarded message:

From: Ken Johnson <[REDACTED]>
Date: September 25, 2014 at 8:48:49 PM CDT
To: Nate Ayshford <Nate.Ayshford@ci.east-bethel.mn.us>
Subject: RE: Street Light - update

Nate,

Another 9 days went by, but I did meet again with the Passenheims. They prefer the light on the SW corner of Tri Oak and Viking Blvd. Second would be SE corner, but not on the North side. Again, they own property on both corners on the South side of Viking Blvd. They do support a light for safety. Sorry it took so long to connect again.

Ken

From: Nate Ayshford [Nate.Ayshford@ci.east-bethel.mn.us]
Sent: Tuesday, September 16, 2014 6:28 AM
To: Ken Johnson
Subject: RE: Street Light - update

Thanks for the update.

Nate Ayshford | Public Works Manager | City of East Bethel
2241 221st Ave NW | East Bethel, MN 55011 | www.ci.east-bethel.mn.us
Ph:763.367.7876 | Fax:763.413.2687 | nate.ayshford@ci.east-bethel.mn.us

From: Ken Johnson <[REDACTED]>
Sent: Monday, September 15, 2014 8:49 PM
To: Nate Ayshford
Subject: RE: Street Light - update

Nate,

I finally connected with Dana & Becky Passenheim (sp?). They actually own the land on both corners across Viking Blvd at Tri Oak too. They are sensitive to the safety issues at the intersection. They often hear cars honking at cars slowing down to turn or screeching brakes. They want to think about the light location and get back to me. They appreciated that the City is considering the impact on them. They got my phone number and will get back to me.

Ken

From: Nate Ayshford [Nate.Ayshford@ci.east-bethel.mn.us]
Sent: Wednesday, September 10, 2014 8:42 AM
To: Ken Johnson
Subject: RE: Street Light

Ken,

Would you mind approaching the homeowner on the north side of Viking about the street light? It might be better coming from a resident versus a city employee. If they are ok with it, we would like to get it ordered as soon as possible. Connexus charges a winter installation rate after November 1st.

Thanks,

Nate Ayshford | Public Works Manager | City of East Bethel
2241 221st Ave NW | East Bethel, MN 55011 | www.ci.east-bethel.mn.us
Ph:763.367.7876 | Fax:763.413.2687 | nate.ayshford@ci.east-bethel.mn.us

From: Ken Johnson [REDACTED]
Sent: Thursday, July 31, 2014 4:29 PM
To: Nate Ayshford
Subject: RE: Street Light

Nate,

I just scanned a copy of the petition and a couple of photos. Thanks for putting this on the agenda.

Ken

From: Nate Ayshford [Nate.Ayshford@ci.east-bethel.mn.us]
Sent: Thursday, July 31, 2014 9:42 AM
To: Ken Johnson
Subject: Street Light

Ken,

We have placed your request on the agenda for the August 12th Road Commission meeting (6:30 pm City Hall). Can you please get the petition to me so I can get it in the packet for the Commissioner's? Also if you have any other relevant data that would be helpful, you can forward that to me as well.

Thanks,

Nate Ayshford | Public Works Manager | City of East Bethel
2241 221st Ave NW | East Bethel, MN 55011 | www.ci.east-bethel.mn.us
Ph:763.367.7876 | Fax:763.413.2687 | nate.ayshford@ci.east-bethel.mn.us

Jack,

After 4 months I've finally knocked on every door on Tri Oak Circle ... some of them 2 or 3 times. One owner from every household that I was able to reach has signed in favor. Interesting how many have wanted a light for a long time, but no one has taken the initiative to do anything.

Besides all the signatures (no renters) I have pictures of the intersection - 50 feet west of the intersection and 300 feet west of the intersection. I didn't do anything with accident data ... I could get one neighbor that has been rear ended twice to appear if necessary ... but the neighborhood response is overwhelming

in favor. From data on individual Connexus lights, it appears energy costs are \$7.76/month. I don't know what monthly costs are for City lights.

Jack, can I get on the agenda for the next Road Commission meeting? I think the second Tuesday is August 12th. Anything else you want me to do?

Ken

From: Jack Davis [jack.davis@ci.east-bethel.mn.us]
Sent: Wednesday, March 19, 2014 5:02 PM
To: Ken Johnson
Cc: Nate Ayshford
Subject: RE: Intersection Street Light???

The Roads Commission meets the second Tuesday of the month. The most beneficial material you could present would be a petition requesting the street light from the Tri-Oak Circle residents. Also any after dark accident data for that intersection would be beneficial. We'll do the write-up and provide a map. Let me know when you want to attend or if you need anything else.

Jack Davis
City Administrator
City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011
Direct - 763-367-7850
Fax - 763-434-9578
jack.davis@ci.east-bethel.mn

From: Ken Johnson [REDACTED]
Sent: Wednesday, March 19, 2014 4:44 PM
To: Jack Davis
Subject: RE: Intersection Street Light???

Jack,

Thanks for responding so quickly. Yes I would, but I will be in Florida that Tuesday. When is the next time the Commission meets? Second Tuesday of the month? Jack, if I am to present, what would be appropriate materials for a presentation?

Ken

From: Jack Davis [jack.davis@ci.east-bethel.mn.us]
Sent: Wednesday, March 19, 2014 4:36 PM
To: Ken Johnson
Cc: Nate Ayshford
Subject: RE: Intersection Street Light???

Ken,

I would bring this request to the Roads Commission. They meet on April 8, 2014 at 6:30 PM at City Hall. They would consider the project and then make a recommendation to City Council.

Let me know if you want proceed and I'll have you placed on the agenda for a presentation.

Jack Davis
City Administrator
City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011
Direct - 763-367-7850
Fax - 763-434-9578
jack.davis@ci.east-bethel.mn

From: Ken Johnson [REDACTED]
Sent: Wednesday, March 19, 2014 4:28 PM
To: Jack Davis
Subject: Intersection Street Light???

Jack,

What is the process for a request to provide a street light at an intersection? I'm referring to the intersection of Viking Blvd and Tri Oak Circle.

We have about 70 homes on Tri Oak Circle and the issue has come up several times in the past. The intersection is very dark at night, the speed limit is 55mph on Viking Blvd and there is a curve just prior to the intersection coming on Viking from the west. We have attached yellow reflective tape on the street sign post on the west side and on a wooden pole on the east side of Tri Oak Circle to help recognize the intersection at night.

We have contacted Connexus Energy and they said a request has to come thru the City. Would you give me some feedback on if you think this is a reasonable request?

Thanks,

Ken Johnson
19520 W Tri Oak Cir NE
(763) 434-7776

IMPORTANT CONFIDENTIALITY NOTICE: The documents and accompanying e-mail communication contain confidential information belonging to the sender that is legally protected. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of the communicated information is strictly prohibited. In such case, please contact the sender by reply email and destroy all copies of the message.



City of East Bethel City Council Agenda Information

***** ~ ~ ~ ~ ~

Date:

October 1, 2014

Agenda Item Number:

Item 8.0 F.1

Agenda Item:

Anoka County Fire Protection Council JPA Update

Requested Action:

Information Item

Background Information:

Fire Chief Mark DuCharme will update the Council on the ongoing discussions regarding the proposed Anoka County Fire Protection Council Joint Powers Agreement. Comments on the attachments are those of the City Attorney.

There are still a number of issues that remain to be resolved before the attached proposals could be considered. Mr. DuCharme and Mr. Vierling will brief Council on the City concerns relating to this matter.

Attachments:

Attachment 1- Proposed Joint Powers Agreement

Attachment 2- ACFPC JPA Bylaws

Fiscal Impact:

To be determined

Recommendation(s):

Information Item

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

Accepted all changes from 5-19-14
JLU modifications made 9-12-2014

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

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

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

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

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

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

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

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

ARTICLE I
Definitions

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

(1) "Member" shall mean the following:

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

- (2) "Anoka County Fire Protection Council" or "ACFPC" is the name of the cooperative joint powers entity created by this Agreement.
- (3) "Centennial Fire District" is an entity created by a joint powers agreement among the cities of Centerville, Lino Lakes, Circle Pines, Minnesota for the purpose of providing firefighting services to those cities.
- (4) The "Spring Lake Park Fire Department, Inc." is a duly formed Minnesota non-profit corporation providing contractual firefighting services to the cities of Spring Lake Park, Blaine, and Mounds View, Minnesota.
- (5) "Anoka-Champlin Fire District" is an entity created by a joint powers agreement between the cities of Anoka and Champlin for the purpose of providing firefighting services to those cities.

- (6) "Ramsey Fire Department" is an entity created by a joint powers agreement between the cities of Ramsey and Nowthen for the purpose of providing firefighting services to those cities.
- (7) "Agreement" shall mean this Joint Powers Agreement between and among the Members as defined herein.

ARTICLE II
Purpose

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

ARTICLE III
Effective Date & Term

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

ARTICLE IV
Powers & Duties

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

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

- c. ACFPC may employ such staff as is necessary to carry out the purpose of this Agreement, subject to the financial limitations imposed by law and this agreement.
- d. ACFPC may contract with individuals and/or other legal entities (corporations, LLCs, partnerships, etc.) to best promote the purposes of the Agreement.
- e. ACFPC may issue bonds or obligations, and may use the proceeds of the bonds or obligations to carry out the purposes of this Agreement.
- f. In addition to the powers specified above, ACFPC shall have all powers that may be necessary to enable it to perform and carry out its duties and responsibilities under this Agreement.

Comment [MV1]: What kinds of bonds?...shall the JPA be allowed to pledge the general obligations of the individual members?

(2) Service to the community shall be unrestricted based on considerations of disability, national origin, race, color, creed, gender, age, religion, marital status, sexual orientation, and status with regard to public assistance.

(3) Duties:

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

**ARTICLE V
Composition & Operations**

5.1 Composition. ACFPC shall have the following composition:

- (1) Each City/Township Member shall be represented by: 1) one (1) of its elected officials, and, in the official’s absence, the official’s alternate; and 2) its fire chief, or the fire chief’s designee in the fire chief’s absence. City/Township Members shall be entitled to vote on behalf of that City/Township Member. Each so designated elected official (or alternate) and fire chief (or designee) shall have one vote each.
- (2) Each Fire District Member shall be represented by: 1.) one (1) elected official from the Fire District’s participating jurisdictions, and, in the official’s absence, the official’s alternate; and 2) its fire chief, or the fire chief’s designee in the fire chief’s absence. Fire District Members shall

be entitled to vote on behalf of that Fire District Member. Each so designated elected official (or alternate) and fire chief (or designee) shall have one vote each.

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

ARTICLE VI Withdrawal and Termination

6.1 Withdrawal.

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

Comment [MV2]: What of the impact on new debt incurred while a members termination is pending?

6.2 Termination of the Agreement.

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

- (1) When any Member withdraws pursuant to this Article, so that in the judgment of the remaining Members, as evidenced by a two-thirds (2/3) vote of its Members, it becomes impractical or impossible to continue.
- (2) When necessitated by operation of law, or as a result of a decision by a court of competent jurisdiction;
- (3) When three-fourths (3/4) of the Members agree, by resolution, to terminate the Agreement;

Comment [MV3]: Would only recommend 51%

Comment [MV4]: Same 51%

6.3 Termination of Member.

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

6.4 Effect of Termination or Withdrawal.

Termination of this Agreement shall not discharge any liability incurred by any of the Members prior to the date of termination. Termination of a Member shall not act to discharge any liability incurred or chargeable to said Member prior to the date of said Member's termination. Withdrawal shall not act to discharge any liability incurred or chargeable to any Member before the effective date of withdrawal. Liability shall continue until appropriately discharged by law or mutual agreement.

6.5 Distribution of Assets upon Termination.

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

**ARTICLE VII
Amendment**

This Agreement may be amended only by a two-thirds vote of all Members. Notice of any proposed amendment shall be provided to all participating Members at least thirty (30) days prior to the effective date of the proposed amendment.

**ARTICLE VIII
Liability and Insurance**

8.1 Insurance.

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

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

8.2 Liability.

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

covered by insurance proceeds or a self-insurance risk pool, shall be included in the annual operating budget for the next calendar year. Amounts included in the annual operating budget under this section shall be prorated so that the total costs passed through to the Members do not exceed ten percent (10%) of the annual operating budget.

8.3 Indemnification.

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

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

Comment [MV5]: If coverage is agreed to be provided on any claim presented by the insurer the Board should have no say in the issue

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

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

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

Comment [MV6]: Pro rata or equal proportions?

**ARTICLE IX
Property**

A list of equipment and/or personal property as set forth in *Exhibit A* is currently owned by ACFPC. Any equipment and/or personal property contributed by a Member after the Effective Date shall be set forth in a separate writing and shall be attached hereto as *Exhibit B*. Upon withdrawal or termination of any Member, the equipment and/or personal property listed on *Exhibit B*, which was contributed by that

withdrawing or terminated Member, shall be returned to that withdrawing or terminated Member to the extent such equipment and/or personal property is still in use by, or in the possession of, ACFPC.

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

**ARTICLE X
General Provisions**

10.1 Entire Agreement.

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

10.2 Severability.

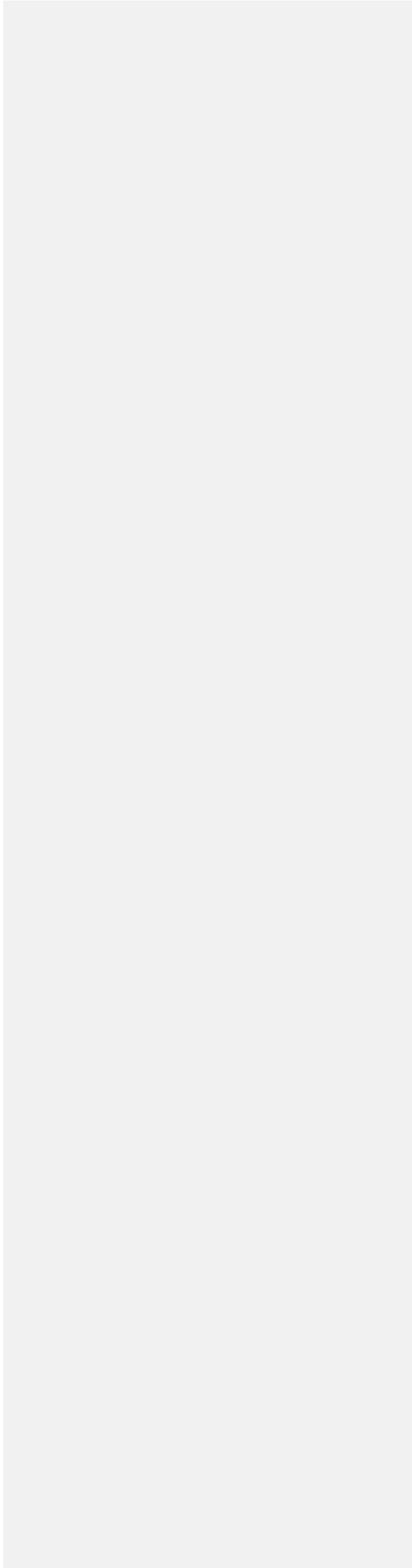
The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such provision shall be void and shall not affect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

10.3 Notice.

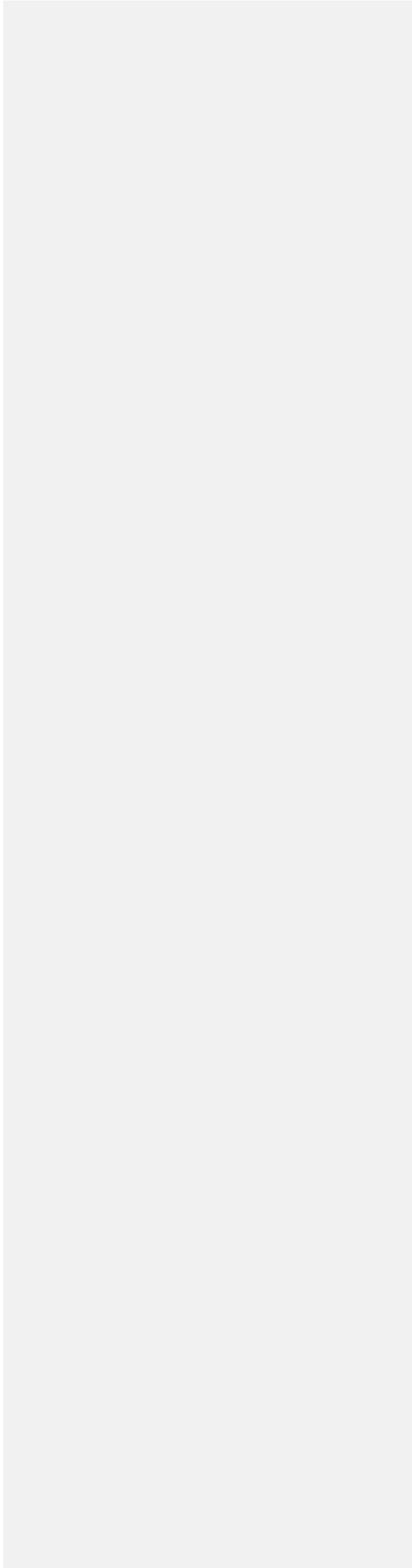
All notices and communications required pursuant to this Agreement shall be either hand delivered or mailed by U.S. Mail, to the following addresses:

- | | |
|-------------------------------|---|
| Anoka-Champlin Fire District: | Fire Chief
275 Harrison Street
Anoka, Minnesota 55303
763-576-2860 |
| Centennial Fire District | Fire Chief
7741 Lake Drive
Lino Lakes, Minnesota 55014
651-792-7901 |
| City of Andover | Fire Chief
13875 Crosstown Boulevard
Andover, Minnesota 55304
763-755-9825 |
| City of Anoka | Name
Address
Address
Phone |

City of Bethel	Fire Chief 139 Broadway Street NW Bethel, Minnesota 55005 763-434-4366
City of Blaine	Name Address Address Phone
City of Centerville	Name Address Address Phone
City of Champlin	Name Address Address Phone
City of Circle Pines	Name Address Address Phone
City of Columbia Heights	Fire Chief 825—41 st Avenue NE Columbia Heights, Minnesota 763-706-8152
City of Coon Rapids	Fire Chief 11155 Robinson Drive NW Coon Rapids, Minnesota 763-767-6471
City of East Bethel	Fire Chief 2241—221 st Avenue NE East Bethel, Minnesota 55011 763-367-7886
City of Fridley	Fire Chief 6431 University Avenue NE Fridley, Minnesota 55432 763-572-3602
City of Ham Lake	Fire Chief 15544 Central Avenue NE Ham Lake, Minnesota 55304 763-434-9555



City of Hilltop	Name Address Address Phone
City of Lexington	Fire Chief 9180 Lexington Avenue Lexington, Minnesota 55014 763-784-2792
City of Lino Lakes	Name Address Address Phone
City of Mounds View	Name Address Address Phone
City of Nowthen	Name Address Address Phone
City of Oak Grove	Fire Chief 19900 Nightingale Street NW Cedar, MN 55011 763-404-7000
City of Ramsey	Fire Chief 7550 Sunwood Drive NW Ramsey, Minnesota 55303 763-433-9886
City of Spring Lake Park	Name Address Address Phone
City of St. Francis	Fire Chief 23340 Cree Street NW St. Francis, Minnesota 55070 763-441-4452
Ramsey Fire Department	Name Address Address Phone



Spring Lake Park Fire Dept., Inc. Fire Chief
1710 County Hwy 10
Spring Lake Park, MN 55432
763-786-4436

Township of Linwood Fire Chief
22817 Typo Creek Drive NE
Stacy, Minnesota 55079
651-462-0502

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

10.4 Members Form a Governing Joint Powers Board.

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

10.5 Damages.

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

Comment [MV7]: Parties?...meaning other members?...or the JPA?

10.6 Remedies Cumulative.

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

10.7 Waiver of Default.

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

10.8 Subcontracts, Assignment.

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

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

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

CITY OF ANOKA

CITY OF CHAMPLIN

Comment [JU8]: Please be sure there are spots for all the following to sign:
Anoka-Champlin Fire District
Centennial Fire District
City of Andover
City of Anoka
City of Bethel
City of Blaine
City of Centerville
City of Champlin
City of Circle Pines
City of Columbia Heights
City of Coon Rapids
City of East Bethel
City of Fridley
City of Ham Lake
City of Hilltop
City of Lexington
City of Lino Lakes
City of Mounds View
City of Nowthen
City of Oak Grove
City of Ramsey
City of Spring Lake Park
City of St. Francis
Ramsey Fire Department
Spring Lake Park Fire Department, Inc.
Township of Linwood

By: _____
Phil Rice, Mayor

By: _____
ArMand Nelson, Mayor

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____
Tim Cruikshank, City Manager

By: _____
Bret Heitkamp, City Administrator

Dated: _____

Dated: _____

Approved as to Form and Execution:

Approved as to Form and Execution:

By: _____
Scott Baumgartner, City Attorney

By: _____
Darrell Jensen, City Attorney

Dated: _____

Dated: _____

CITY OF ANDOVER

CITY OF BETHEL

By: _____
Mike Gamache, Mayor

By: _____
Todd Miller, Mayor

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____
Jim Dickinson, City Administrator

By: _____
Ginger Berg, City Clerk

Dated: _____

Dated: _____

Approved as to Form and Execution:

Approved as to Form and Execution:

By: _____
Scott Baumgartner, City Attorney

By: _____
Bill Goodrich, City Attorney

Dated: _____

CITY OF BLAINE

By: _____
Tom Ryan, Mayor

Dated: _____

ATTEST:

By: _____
Clark Arneson, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
Patrick Sweeney, City Attorney

Dated: _____

CITY OF CENTERVILLE

By: _____
Thomas Wilharber, Mayor

Dated: _____

ATTEST:

By: _____
Dallas Larson, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kurt Glaser, City Attorney

Dated: _____

CITY OF COON RAPIDS

By: _____

Dated: _____

CITY OF COLUMBIA HEIGHTS

By: _____
Gary Peterson, Mayor

Dated: _____

ATTEST:

By: _____
Walt Fehst, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
Jim Hoef, City Attorney

Dated: _____

CITY OF CIRCLE PINES

By: _____
David Bartholomay, Mayor

Dated: _____

ATTEST:

By: _____
James Keinath, City Administrator

Dated: _____

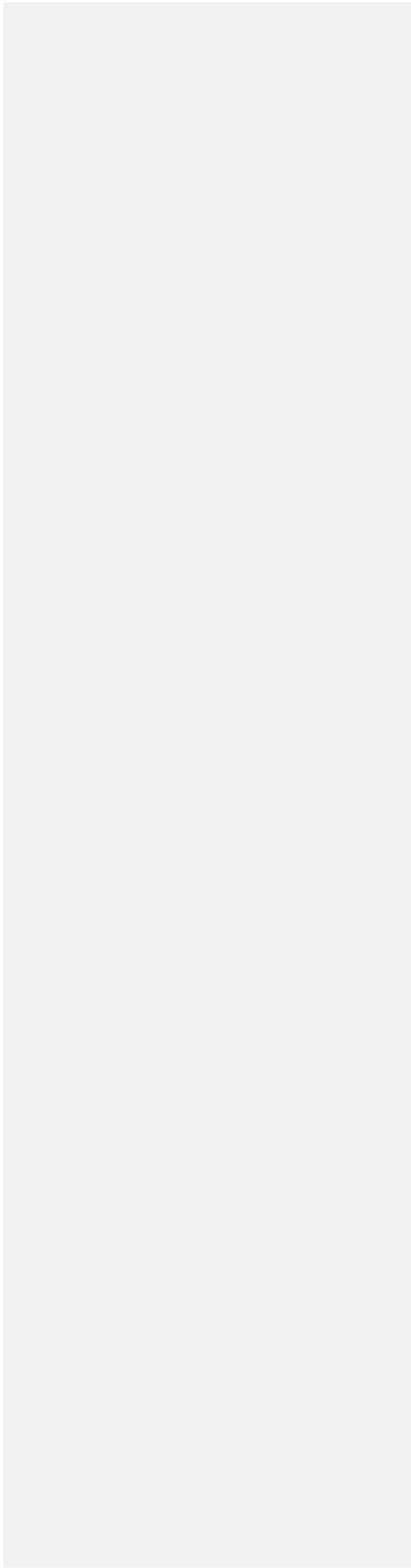
Approved as to Form and Execution:

By: _____
Kim Kozar, City Attorney

Dated: _____

CITY OF EAST BETHEL

By: _____



Tim Howe, Mayor

Dated: _____

ATTEST:

By: _____
Steve Gatlin, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
David Brodie, City Attorney

Dated: _____

CITY OF FRIDLEY

By: _____
Scott Lund, Mayor

Dated: _____

ATTEST:

By: _____
Wally Wysopal, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
Darcy Erickson, City Attorney

Dated: _____

CITY OF HILLTOP

By: _____
Jerry Murphy, Mayor

Dated: _____

ATTEST:

Richard Lawrence, Mayor

Dated: _____

ATTEST:

By: _____
Jack Davis, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Mark Vierling, City Attorney

Dated: _____

CITY OF HAM LAKE

By: _____
Mike Van Kirk, Mayor

Dated: _____

ATTEST:

By: _____
Doris Nivala, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Wilbur Dorn, City Attorney

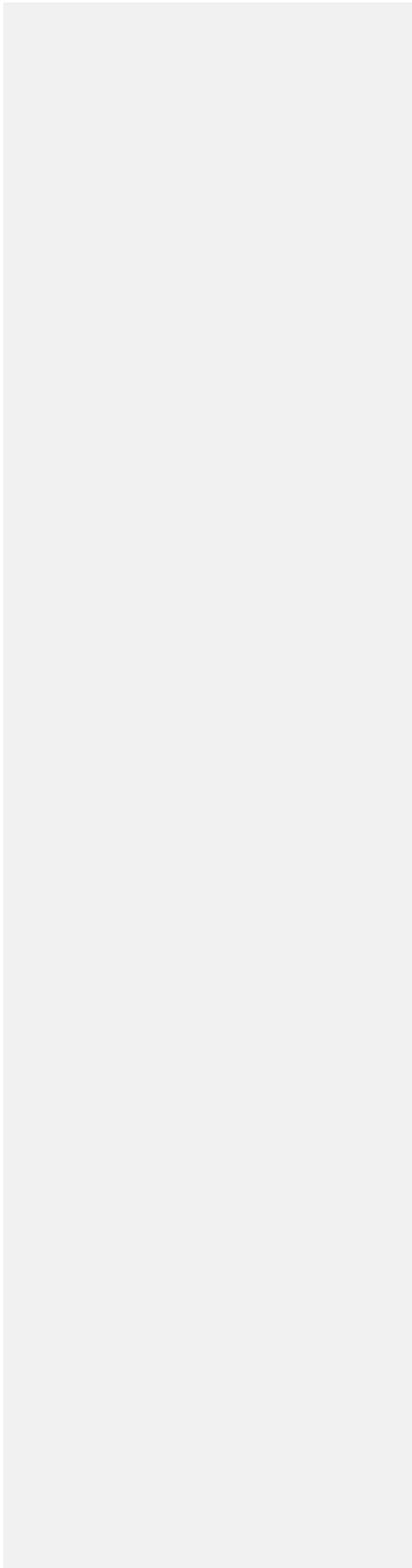
Dated: _____

CITY OF LEXINGTON

By: _____
Michael Pitchford, Mayor

Dated: _____

ATTEST:



By: _____
Ruth J. Nelson, City Clerk

Dated: _____

Approved as to Form and Execution:

By: _____
Carl J. Newquist, City Attorney

Dated: _____

CITY OF LINO LAKES

By: _____
Jeff Reinert, Mayor

Dated: _____

ATTEST:

By: _____
Jeff Karlson, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kurt Glaser, City Attorney

Dated: _____

CITY OF MOUNDS VIEW

By: _____
Joe Flaherty, Mayor

Dated: _____

ATTEST:

By: _____
James Ericson, City Administrator

Dated: _____

By: _____
Bill Petracek, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kurt Glaser, City Attorney

Dated: _____

TOWNSHIP OF LINWOOD

By: _____
Phillip Osterhus, Chair, Board
of Supervisors

Dated: _____

ATTEST:

By: _____
Judy Hanna, Town Clerk

Dated: _____

Approved as to Form and Execution:

By: _____
Mike Haag, City Attorney

Dated: _____

CITY OF NOWTHEN

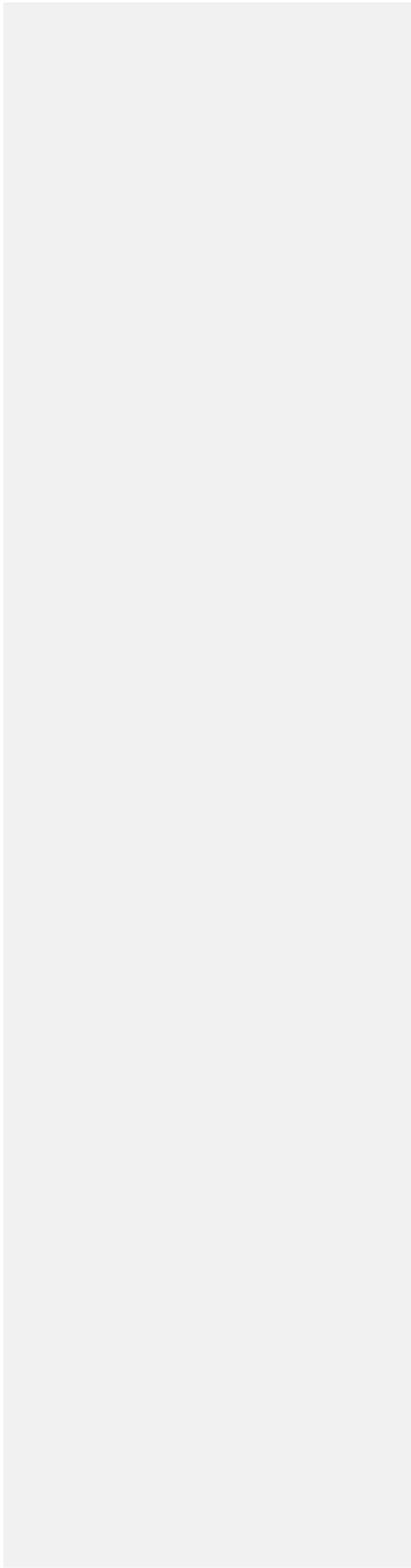
By: _____
William Schulz, Mayor

Dated: _____

ATTEST:

By: _____
Corrie LaDoucer, City Clerk

Dated: _____



Approved as to Form and Execution:

By: _____
Scott Riggs, City Attorney

Dated: _____

CITY OF OAK GROVE

By: _____
Mark Korin, Mayor

Dated: _____

ATTEST:

By: _____
Rick Juba, City Administrator

Approved as to Form and Execution:

By: _____
Robert Vose, City Attorney

CITY OF SPRING LAKE PARK

By: _____
Cindy Hansen, Mayor

Dated: _____

ATTEST:

By: _____
Daniel Buchholtz, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Jeffrey Carson, City Attorney

Dated: _____

Approved as to Form and Execution:

By: _____
Robert Ruppe, City Attorney

Dated: _____

CITY OF RAMSEY

By: _____
Sarah Strommen, Mayor

Dated: _____

ATTEST:

By: _____
Kurt Ulrich, City Administrator

Approved as to Form and Execution:

By: _____
Joseph Langel, City Attorney

CITY OF ST. FRANCIS

By: _____
Jerry Tveit, Mayor

Dated: _____

ATTEST:

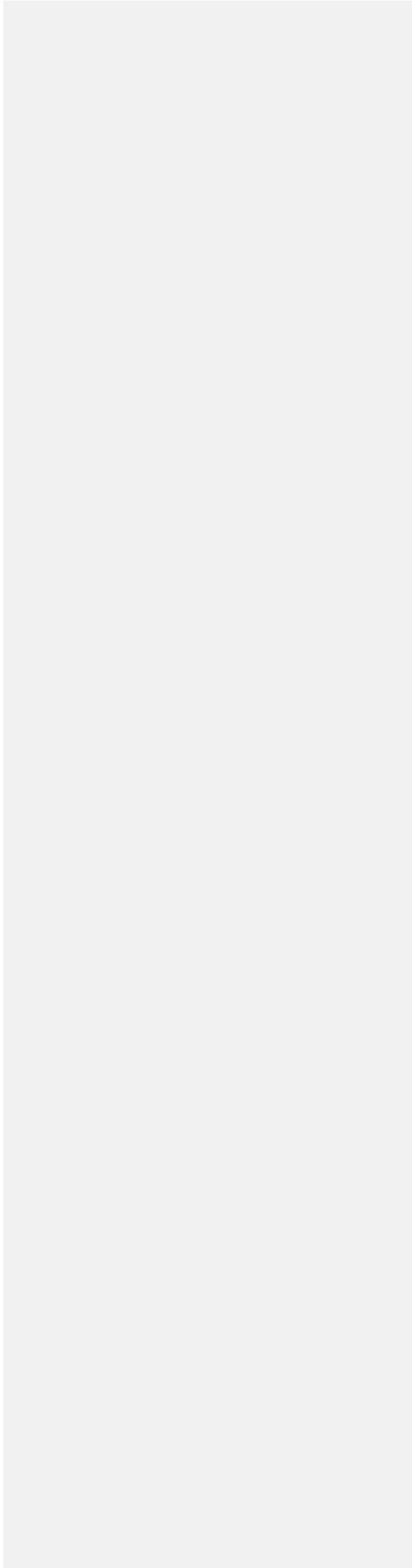
By: _____
Matthew Hylen, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Scott Lepak, City Attorney

Dated: _____



ATTACHMENT A
(By-laws)

Comment [JU9]: Bylaws should not be an "Attachment." They should be a stand-alone document. JLU

Exhibit A - Equipment and/or Personal Property Contributed PRIOR to the Effective Date

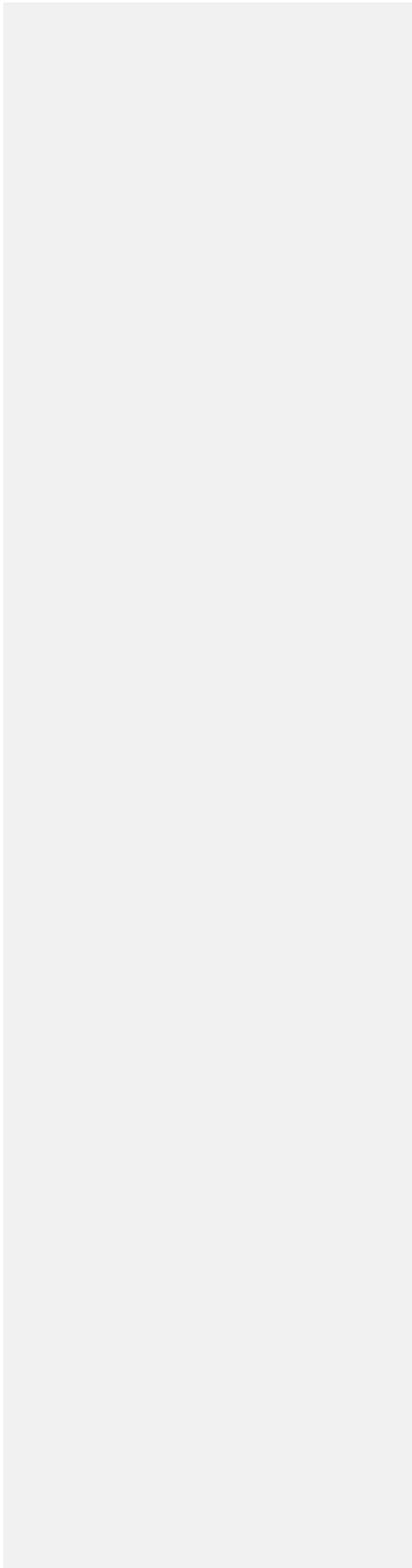
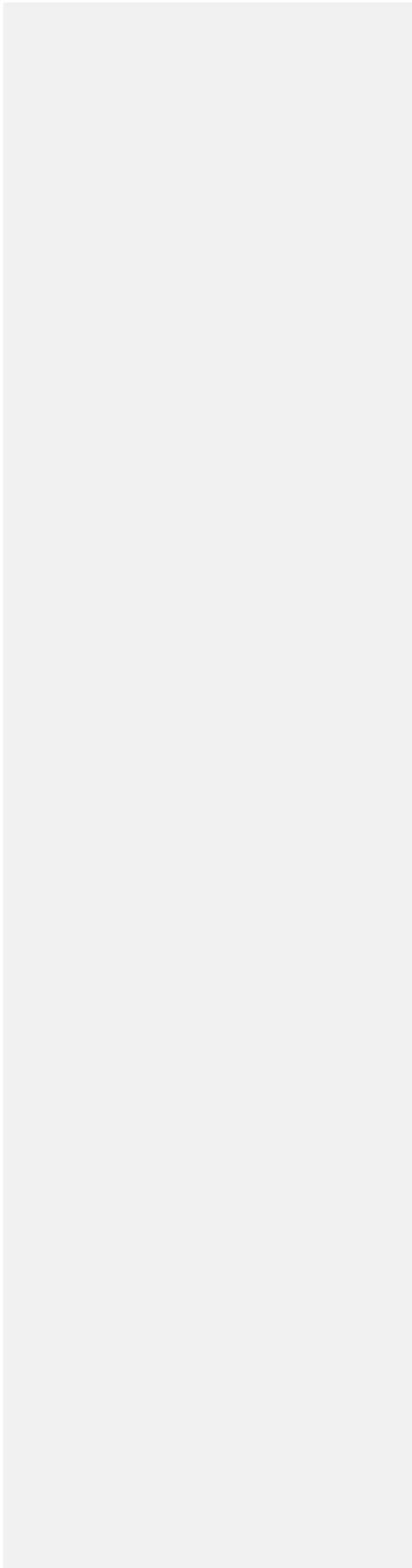


Exhibit B - Equipment and/or Personal Property Contributed AFTER the Effective Date



Bylaws of Anoka County Fire Protection Council

Article I – Name

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

Article II – Location

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

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

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

Article III – Purpose

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

Section 2. Mission. ACFPC shall strive to:

- A. Improve safety conditions for ACFPC Members’ firefighters;
- B. Promote fire safety through education, inspections, investigations, and general protection of its Members’ citizens;
- C. Exchange ideas among ACFPC Members in areas related to all aspects of fire emergency services;
- D. Enhance overall communications between and among ACFPC Members;
- E. Strive to provide to the Members’ communities the best overall fire emergency services that can be jointly made available;

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

Article IV – Membership

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

Comment [JU1]: Is there a reason you had 2 categories of Members? I'm not sure this is wise because it's a government entity with defined membership per the JPA, not a nonprofit organization. The Members = the Joint Powers Board. They are not two separate things requiring two separate sets of meetings. If you disagree, let's chat about it. JLU

Article V – Joint Powers Board

Section 1. Number and Qualifications. ACFPC's Joint Powers Board shall be composed of two (2) representatives from each participating Member, as follows:

- A. Each City/Township Member shall be represented by: 1) one (1) of its elected officials, and, in the official's absence, the official's alternate; and 2) its fire chief, or the fire chief's designee in the fire chief's absence. City/Township Members shall be entitled to vote on behalf of that City/Township Member. Each so designated elected official (or alternate) and fire chief (or designee) shall serve *ex officio* as a voting Director of ACFPC and shall have one vote each.
- B. Each Fire District Member shall be represented by: 1.) one (1) elected official from the Fire District's participating jurisdictions, and, in the official's absence, the official's alternate; and 2) its fire chief, or the fire chief's designee in the fire chief's absence. Fire District Members shall be entitled to vote on behalf of that Fire District Member. Each so designated elected official (or alternate) and fire chief (or designee) shall serve *ex officio* as a voting Director of ACFPC and shall have one vote each.

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

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

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

Section 3. Terms. Because the Joint Powers Board serves *ex officio*, there are no terms.

Section 4. Election Procedures. Because the Joint Powers Board serves *ex officio*, there are no election procedures.

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

- A. A Director may resign or request a leave of absence at any time by giving written notice to the Secretary of ACFPC. The resignation or request for leave of absence is effective immediately without acceptance, unless a later effective time is specified in the notice. If a resignation is effective at a later date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. At no time shall any participating Member go unrepresented or have fewer than two (2) votes.
- B. A Director on leave shall be considered an inactive member of the Joint Powers Board. At no time shall any participating Member go unrepresented or have fewer than two (2) votes.
- C. Any Director may be removed for just cause, including excess unexcused absences, by an affirmative vote of a two-thirds (2/3) of the remaining Directors. At no time shall any participating Member go unrepresented or have fewer than two (2) votes.
- D. The matter of removal may be acted upon at any meeting of the Board or any membership meeting, provided that notice of the intention to consider a Director's removal has been given to each Director and to the Director affected at least thirty (30) days in advance of the meeting. A successive Director may then be elected to fill the vacancy thus created. Any Director whose removal will be proposed shall be given at least thirty (30) days notice of the intent to take such action and an opportunity to be heard at this meeting.

Comment [MV2]: Terms and qualifications resignations etc. should be determined by the local government until appointing the director

Section 6. Vacancies. If a Member's representative is removed or resigns, the City/Township/Fire District he/she represents must nominate another qualifying representative to serve on ACFPC's Board. At no time shall any participating Member go unrepresented or have fewer than two (2) votes.

Comment [MV3]: So if the LGU doesn't make an appointment what is the impact of this provision?

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

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

Government data must also be made available to the public upon reasonable request. The Board may close a meeting only under circumstances allowed or required by the Minnesota Open Meeting Law.

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

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

Section 11. Regular Meetings. Regular meetings of the Joint Powers Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. If the Board fails to select a place for a regular Board meeting, it shall be held at ACFPC's registered office. The Joint Powers Board shall meet at least quarterly, or (4) times each year. The agenda shall be:

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

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

Section 13. Notice. Written notice, including the date, time, and place of the meeting, shall be provided to each Director at least five (5) calendar days in advance of the meeting. Notice

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

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

Comment [MV4]: Supermajorities should be considered for incurring debt

Section 15. Voting. During Board meetings, all matters, with the exception of amendments to the Joint Powers Agreement and Bylaws, shall be decided by a simple majority vote of the Directors.

Section 16. Proxies. Voting by proxy shall NOT be permitted in meetings of ACFPC's Joint Powers Board.

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

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

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

Article VI – Officers

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

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

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

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

Section 5. Removal. Any Officer may be removed from his/her position for just cause by a two-thirds (2/3) vote of the Joint Powers Board. The matter of removal may be acted upon at any meeting of the Board, provided that notice of the intention to consider an Officer's removal has been given to each Member and to the Officer affected at least thirty (30) days in advance of the meeting.

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

Section 7. Chair.

- The Chair shall be the principal Officer of ACFPC.
- Subject to the direction and control of the Board, the Chair shall have general active management of the business of ACFPC. When present, the Chair shall preside at meetings of the Board and of Committees.
- The Chair shall see that the orders and resolutions of the Board are carried into effect, and, along with one other Officer of ACFPC, shall sign and deliver in the name of

ACFPC deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of ACFPC, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Joint Powers Agreement or by the Board to another Officer or the Executive Director(s).

- The Chair shall appoint all committees, standing and temporary. The Chair shall be a voting ex-officio member of all committees.
- The Chair shall certify the proceedings of the Board, and shall cast the deciding vote when the Joint Powers Board is equally divided.
- In general, the Chair shall discharge all duties incident to the Office of Chair and prescribed by the Board, and shall have such powers as may be reasonably construed as belonging to the Chief Executive of any organization.

Section 8. Vice Chair.

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

Section 9. Secretary.

- The Secretary shall keep, or cause to be kept, all non-financial business records and paraphernalia of ACFPC. The Secretary shall be responsible for maintaining all books, correspondence, committee minutes, Membership lists, paraphernalia, and papers relating to the business of ACFPC, except those of the Treasurer. The records and paraphernalia shall be maintained at ACFPC's registered office.
- The Secretary shall keep, or cause to be kept, true and accurate minutes of all meetings of the Joint Powers Board and of the Executive Committee. Said minutes shall be kept within the Anoka County Records Management System and a timely copy of all such minutes shall be provided to each ACFPC Member.
- The Secretary shall give, or cause to be given, all notices of Joint Powers Board meetings and other notices required by law or these Bylaws.
- The Secretary shall file any document required by any statute, federal or state, in collaboration with the organization's legal counsel.
- The Secretary shall maintain the office and purchase office supplies.
- The Secretary shall perform other duties as prescribed by the Board or by the Chair.

Section 10. Treasurer.

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

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

Articles VII – Committees

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

- Standard Operating Procedures Committees:
 - Radio/Dispatch
 - Background Checks
 - Technical Rescue Tactics

- Fire Investigations
- General SOP
- Fire Intervention/Community Education Program
- Firefighter Excellence
- Technological Advancements
- Legal and Governance Committee

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

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

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

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

Section 1. Designation. The Joint Powers Board may select and employ an Executive Director. The Executive Director may also serve as a Director and/or Officer if permitted by the Joint Powers Board; however, strict adherence to the Conflicts of Interest policy shall be

necessary, the Executive Director shall only be compensated in his or her capacity as an employee, and the Executive Director shall not also serve as the Treasurer of ACFPC.

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

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

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

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

Article IX – Volunteers

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

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

Article X – Management, Finances, & Miscellaneous Provisions

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

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

Comment [MV5]: Should use a statutorily qualified depository.

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

Comment [MV6]: Consideration should be given to requiring more than a majority on budgetary issues approval

Section 4. Financial Responsibility of Members. Each participating Member shall pay an annual fee as well as participate in ACFPC’s cost share model.

A. Annual Fee:

1. The Joint Powers Board shall determine the annual fee and all other fees and/or assessments owed by Members, and these fees may be changed from time to time. The Joint Powers Board shall publish the annual fees on a regular basis to all Members and prospective Members. “Good standing” and continued voting privileges are contingent upon being current on payment of fees and/or assessments. Failure to pay a fee or assessment shall subject Members to loss of voting rights and/or termination unless special arrangements are made with the Board.
2. The period of time covered by the annual fee is from January 1 to December 31 of each year.
 - i. At the regular October ACFPC meeting, a Notice of Dues will be distributed to each Member. The notice will include: Annual Dues and that Member’s share of the ACFPC budget, based on the cost sharing model.
 - ii. It shall be the responsibility of each ACFPC Member to remain in “good standing” by timely paying of their Notice of Dues and share of the ACFPC budget. A Member shall be in “good standing” when their annual fee and share of the ACFPC budget has been fully paid to ACFPC by December 1st. A participating Member whose annual fee and share of the ACFPC budget has not been fully paid to ACFPC by December 1st shall not be in “good standing,” and said Member shall forfeit their voting rights on all

Comment [MV7]: Same issue as to majority vote

business items at ACFPC meetings until such time as its annual fee and share of the ACFPC budget has been fully paid.

- B. *Cost Share Model*: Expenses incurred by ACFPC will be distributed among participating Members into ACFPC's budget by using the established Cost Share Model:

Cost Share Model
Sum of: Fire Year Average Runs
Market Value Divided by 1,000,000
Population Divided by 100
Each Member's share will be their percentage of the total of all agencies sum (above)

Comment [MV8]: Are each of these elements to be given equal weight?...
Fire runs to be distinguished from medical runs?
Who is going to be keeping the statistics?
Population determined by what?...most current census or Met Council numbers?

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

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

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

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

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

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

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

Section 9. Publication and Media.

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

Comment [MV9]: ???why is this in here?

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

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

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

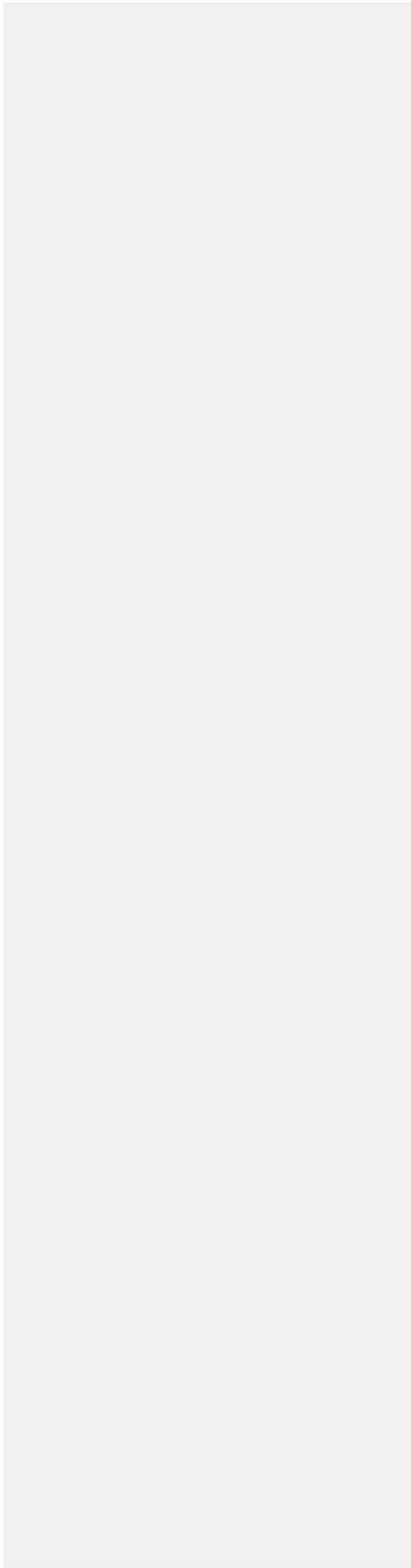
Section 12. Amending the Joint Powers Agreement and Bylaws. ACFPC shall have the power to amend the Joint Powers Agreement and these Bylaws. Pursuant to the Joint Powers Agreement, amendments to the Joint Powers Agreement may be amended only by a two-thirds (2/3) vote of all Members at a duly called meeting of the Joint Powers Board. Notice of any proposed amendment shall be provided to all participating Members at least thirty (30) days prior to the effective date of the proposed amendment. Amending these Bylaws requires the same process.

Certification

These Bylaws were approved at a meeting of the Joint Powers Board of Anoka County Fire Protection Council by a two-thirds (2/3) majority vote on this _____ day of _____ 2014.

Secretary

Date





City of East Bethel City Council Agenda Information

Date:

October 1, 2014

Agenda Item Number:

Item 8.0 G.1

Agenda Item:

Grant Submittal

Requested Action:

Consider authorizing applications to MET Council for TBRA(Tax Based Revitalization Account) Grant Funds.

Background Information:

TBRA provides \$5 million annually to investigate and clean up brownfields, contaminated land and ground water, or buildings for redevelopment. Staff is requesting that the City Council consider applying for grant funds for up to 50% of the eligible costs (\$50,000 to \$100,000) for the decommissioning of the Castle Towers wastewater treatment facility and related project site activities.

Fiscal Impact:

The grant request would enable the City to utilize METC monies to complete the Castle Towers/Whispering Aspens Force Main Project and release \$50,000-100,000 in remaining bond funds for other purposes related to the Municipal Utilities Project.

Recommendation(s):

Staff requests Council authorization to submit a TBRA application to MET Council for the decommissioning of the Castle Towers WWTP and the reclamation of the 10 acre site upon which the plant is located.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____