

# City of East Bethel

## City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: October 15, 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
7:33 PM	4.0	Presentation
Page 2-4	A.	Sheriffs Report
7:38PM	5.0	Public Forum
7:50 PM	6.0	Consent Agenda
Page 5-6		
<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 7-10	A.	Approve Bills
Page 11-25	B.	Meeting Minutes, October 1, 2014 City Council Meeting
Page 26-27	C.	Resolution 2014-40, Authorization for TBRA Grant submission
Page 28	D.	Supplemental Payment Summary
		<b>New Business</b>
7:52 PM	7.0	Commission, Association and Task Force Reports
	A.	Planning Commission
	B.	Economic Development Authority
	C.	Park Commission
	D.	Road Commission
7:53 PM	8.0	Department Reports
Page 29-48	A.	Community Development
	1.	Septic Ordinance
	B.	Engineer
	C.	City Attorney
	D.	Finance
	E.	Public Works
	F.	Fire Department
Page 49-52	1.	September Fire Department Report
	G.	City Administrator
Page 53-72	1.	City Administrator Contract
8:10 PM	9.0	Other
	A.	Staff Report
	B.	Council Reports
	C.	Other
8:20 PM	10.0	Adjourn



# City of East Bethel City Council Agenda Information

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**Date:**

October 15, 2014

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**Agenda Item Number:**

Item 4.0 A

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**Agenda Item:**

Sheriff's Department Report

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**Requested Action:**

Information Item

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**Background Information:**

Commander Shelly Orlando will present the September 2014 Sheriff's Report.

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**Attachments:**

Attachment 1- September Report

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**Fiscal Impact:**

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**Recommendation(s):**

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**City Council Action**

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

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

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

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

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

## **Anoka County Sheriff's Office Report September 2014**

**DWI's:** There were six DUI arrests. Four of the stops were the result of traffic or equipment violations witnessed by deputies. One arrest was the result of being called in by another motorist. The final arrest was the result of the driver not being able to navigate a turn in the roadway, where she went through the ditch and crashed into a parked car. The highest bac was a .19.

**Thefts:** Eighteen theft reports were made in September. Two involved financial transaction card fraud. The victims were in possession of their credit/debit cards but fraudulent charges had been made on the accounts. One report involved a male who was a victim of a check scam. The victim had been emailing with a person, who wanted him to cash a check, send funds to another person in Texas and then keep the rest as a "fee". The victim deposited the check into his account and send funds. A week later the victim learned that the check was fraudulent and is now out the \$1,495.00. There was one report of an employee theft where an employee had wrote up a sale for a vehicle but had not turned in the money for the vehicle. There was one no pay gas theft with no suspect vehicle information. Two reports were license plates stolen. The owners learned of the theft after their license plates were used in gas drive-offs. There were three reports of copper wire being taken from work vans that were parked in driveways, overnight. These thefts occurred over a 3 week time frame. In the first report, the male victim arrived home at approximately 1:00a.m. to find a male and female near his work van. The suspects got into a small silver car and fled. The victim was unable to obtain a license plate or make on the vehicle. There was one report of a window being broken on a vehicle in a boat landing parking lot. Stolen from inside the vehicle was a debit card. One theft report involved tools being taken from a residence. A family member is suspected, although he denies taking them.

**Burglaries:** There was one burglary report. The report involved rings being taken from a residence. This occurred within a few days of allowing an acquaintance's mother to stay at the property. There were no signs of forced entry. The acquaintance is a possible suspect who denies any knowledge of the rings. The case is currently under investigation.

**Damage to Property:** There were five reports of damage to property made. The first report involved a house being egged twice within the last month. Suspects were juvenile males who the homeowner had found with alcohol earlier in the summer. There was one report of tires being slashed on two vehicles parked in the driveway. The victim could not think of any suspects and no idea why this happened. One male reported someone had thrown a rock at his parked vehicle, which struck the windshield causing it to break. The last report involved a male reporting damage to his vehicle, involving the tires. His wife was the suspect. The wife admitted to the damage, as she was mad at her husband.

**5<sup>th</sup> Degree Controlled Substance:** There was one arrest for 5<sup>th</sup> degree possession of a controlled substance. A deputy was watching a known drug house for activity and saw a motorcycle and truck arrive at the residence, stay for a short time, then leave. The deputy conducted a traffic stop on the truck after watching it cross the center line several times. The female driver's license was canceled inimical to public safety. She also had an open container of alcohol in the truck. Also found in the truck was a container with a small amount of marijuana, two pipes, and a ziplock bag with mushrooms. The female was taken into custody.

#### **Arrest Breakdowns:**

**Felony – 1**

**5<sup>th</sup> Degree Controlled Substance**

**Gross Misdemeanor – 1**

**Violate Harassment Restraining Order**

**Misdemeanor – 6**

**Small Amount of Marijuana -1**

**Possess Drug Paraphernalia – 1**

**5<sup>th</sup> Degree Assault – 3 (same incident)**

**Disorderly Conduct - 1**



# City of East Bethel City Council Agenda Information

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**Date:**

October 15, 2014

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**Agenda Item Number:**

Item 6.0 A-D

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**Agenda Item:**

Consent Agenda

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**Requested Action:**

Consider approving Consent Agenda as presented

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**Background Information:**

Item A

Approve Bills

Item B

October 1, 2014 City Council Meeting Minutes

Meeting minutes from the October 1, 2014 City Council Meeting are attached for your review.

Item C

Resolution 2014-40, Authorizing Application for Tax Based Revitalization Account Funding

Resolution 2014-40 is required as an attachment for the City's submission of a grant application to the MET Council for Tax Based Revitalization Account Funding (TBRA). These funds, if approved, would be used for the de-commission of the Castle Towers Waste Water Treatment Plant and sewage lagoon.

Item D

Supplemental Payment Summary

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**Fiscal Impact:**

As noted above.

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**Recommendation(s):**

Staff recommends approval of the Consent Agenda as presented.

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**City Council Action**

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

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

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

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

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



**Payments for Council Approval October 15, 2014**

Bills to be Approved for Payment	\$170,430.94
Electronic Payroll Payments	\$23,738.83
Payroll - City Staff - October 9, 2014	\$30,743.78
<b>Total to be Approved for Payment</b>	<b>\$224,913.55</b>

# City of East Bethel

October 15, 2014

## Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Bldg/Facility Repair Supplies	9551001515	Grainger	615	49851	\$211.50
Arena Operations	Bldg/Facility Repair Supplies	55601-IN	R & R Specialities, Inc.	615	49851	\$1,323.00
Arena Operations	Bldg/Facility Repair Supplies	55602-IN	R & R Specialities, Inc.	615	49851	\$1,311.00
Arena Operations	Bldgs/Facilities Repair/Maint	11284	Betz Mechanical, Inc.	615	49851	\$796.96
Arena Operations	Bldgs/Facilities Repair/Maint	34103203	Trane U.S. Inc.	615	49851	\$946.50
Arena Operations	Bldgs/Facilities Repair/Maint	092514	Wright-Hennepin Coop Electric	615	49851	\$19.95
Arena Operations	Electric Utilities	092214	Connexus Energy	615	49851	\$511.77
Arena Operations	Refuse Removal	185191	Ace Solid Waste, Inc.	615	49851	\$101.79
Arena Operations	Small Tools and Minor Equip	71367	Menards - Forest Lake	615	49851	\$100.98
Arena Operations	Telephone	100114	CenturyLink	615	49851	\$101.77
Building Inspection	Electrical Inspections	100114	Brian Nelson Inspection Svcs	101		\$1,239.75
Building Inspection	Motor Fuels	927901	Mansfield Oil Company	101	42410	\$404.63
Central Services/Supplies	Information Systems	B140918J	Anoka County Treasury Dept	101	48150	\$225.00
Central Services/Supplies	Information Systems	219282	City of Roseville	101	48150	\$2,254.25
Central Services/Supplies	Office Equipment Rental	263387862	US Bank Equipment Finance	101	48150	\$269.50
Central Services/Supplies	Office Supplies	730264483001	Office Depot	101	48150	\$73.16
Central Services/Supplies	Telephone	092814	CenturyLink	101	48150	\$232.35
City Administration	Small Tools and Minor Equip	730264413001	Office Depot	101	41320	\$8.18
City Clerk	Professional Services Fees	197172	STS Staffing	101	41430	\$506.25
City Clerk	Professional Services Fees	198403	STS Staffing	101	41430	\$303.75
City Clerk	Professional Services Fees	M20813	TimeSaver Off Site Secretarial	101	41430	\$668.50
Finance	Sales Tax Remittance	3rdQtr14	Minnesota Revenue	101		\$426.00
Fire Department	Bldg/Facility Repair Supplies	72480	Menards - Forest Lake	101	42210	\$98.84
Fire Department	Bldgs/Facilities Repair/Maint	092514	Wright-Hennepin Coop Electric	101	42210	\$4.98
Fire Department	Cleaning Supplies	72480	Menards - Forest Lake	101	42210	\$62.21
Fire Department	Conferences/Meetings	272885	Foremost Promotions	101	42210	\$395.00
Fire Department	Conferences/Meetings	6248861Y	NFPA	101	42210	\$501.60
Fire Department	Conferences/Meetings	1921-213280	O'Reilly Auto Stores Inc.	101	42210	\$89.78
Fire Department	Electric Utilities	092214	Connexus Energy	101	42210	\$833.97
Fire Department	Fire Pension Contrib.-State	100214	East Bethel Fire Relief	101	42210	\$55,354.49
Fire Department	Fire Pension Contribution-City	100214	East Bethel Fire Relief	101	42210	\$14,000.00
Fire Department	Motor Fuels	927901	Mansfield Oil Company	101	42210	\$643.70
Fire Department	Motor Fuels	927911	Mansfield Oil Company	101	42210	\$330.28
Fire Department	Refuse Removal	185191	Ace Solid Waste, Inc.	101	42210	\$40.95
Fire Department	Safety Supplies	63694	The Courier	101	42210	\$138.00
Fire Department	Small Tools and Minor Equip	190545	Advanced Graphix Inc.	701	42210	\$510.00
Fire Department	Small Tools and Minor Equip	1539-320580	O'Reilly Auto Stores Inc.	101	42210	\$26.94
Fire Department	Telephone	092814	CenturyLink	101	42210	\$114.15
Fire Department	Telephone	092814	CenturyLink	101	42210	\$56.00
Fire Department	Telephone	092814	CenturyLink	101	42210	\$58.86
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	490396	Ham Lake Hardware	101	41940	\$7.62
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	15083	GHP Enterprises, Inc.	101	41940	\$349.50
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	124681	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	Electric Utilities	092214	Connexus Energy	101	41940	\$1,309.47
General Govt Buildings/Plant	Refuse Removal	185191	Ace Solid Waste, Inc.	101	41940	\$51.10

# City of East Bethel

October 15, 2014

## Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Legal	Legal Fees	09 2014	Eckberg, Lammers, Briggs,	101	41610	\$8,371.68
Legal	Legal Fees	138321	Eckberg, Lammers, Briggs,	101	41610	\$5,558.00
Mayor/City Council	Dues and Subscriptions	100114	MN Secretary of State - Notary	101	41110	\$120.00
Park Maintenance	Bldg/Facility Repair Supplies	490249	Ham Lake Hardware	101	43201	\$12.73
Park Maintenance	Bldgs/Facilities Repair/Maint	071014	Hass Septic Cleaning	101	43201	\$250.00
Park Maintenance	Clothing & Personal Equipment	1132520449	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Clothing & Personal Equipment	1132531757	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Electric Utilities	092214	Connexus Energy	101	43201	\$668.17
Park Maintenance	Equipment Parts	F-242410010	Allstate Peterbilt North	101	43201	(\$8.46)
Park Maintenance	General Operating Supplies	490472	Ham Lake Hardware	101	43201	\$12.20
Park Maintenance	General Operating Supplies	490743	Ham Lake Hardware	101	43201	\$9.92
Park Maintenance	General Operating Supplies	72046	Menards - Forest Lake	101	43201	\$91.02
Park Maintenance	Motor Fuels	927901	Mansfield Oil Company	101	43201	\$551.75
Park Maintenance	Motor Fuels	927911	Mansfield Oil Company	101	43201	\$635.16
Park Maintenance	Other Equipment Rentals	81887	Jimmy's Johnnys, Inc.	101	43201	\$1,165.00
Payroll	Insurance Premiums	10 2014	NCPERS Minnesota	101		\$112.00
Planning & Zoning	Escrow Reimbursement	100114	Marquest Homes, LLC	101		\$2,500.00
Police	Professional Services Fees	124778	Gopher State One-Call	101	42110	\$36.25
Police	Professional Services Fees	09 2014	Gratitude Farms	101	42110	\$660.00
Recycling Operations	Bldgs/Facilities Repair/Maint	41545	Pinnacle Engineering, Inc	226	43235	\$3,676.19
Recycling Operations	Bldgs/Facilities Repair/Maint	41609	Pinnacle Engineering, Inc	226	43235	\$13,944.01
Recycling Operations	Electric Utilities	092214	Connexus Energy	226	43235	\$132.57
Recycling Operations	Other Equipment Rentals	81887	Jimmy's Johnnys, Inc.	226	43235	\$70.00
Recycling Operations	Professional Services Fees	10 2014	Cedar East Bethel Lions	226	43235	\$1,200.00
Recycling Operations	Refuse Removal	185191	Ace Solid Waste, Inc.	226	43235	\$211.77
Sewer Operations	Bldgs/Facilities Repair/Maint	092514	Wright-Hennepin Coop Electric	602	49451	\$22.95
Sewer Operations	Chemicals and Chem Products	3649903 RI	Hawkins, Inc	602	49451	\$35.00
Sewer Operations	Electric Utilities	092214	Connexus Energy	602	49451	\$1,174.48
Sewer Operations	Professional Services Fees	87278	UC Laboratory	602	49451	\$397.25
Street Maintenance	Bldgs/Facilities Repair/Maint	1132520449	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	1132531757	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	18057777	Rotor-Rooter Services Company	101	43220	\$389.00
Street Maintenance	Bldgs/Facilities Repair/Maint	092514	Wright-Hennepin Coop Electric	101	43220	\$19.92
Street Maintenance	Bldgs/Facilities Repair/Maint	202614-IN	Zahl Petroleum Maintenance Co.	101	43220	\$317.25
Street Maintenance	Clothing & Personal Equipment	1132520449	G&K Services - St. Paul	101	43220	\$19.40
Street Maintenance	Clothing & Personal Equipment	1132531757	G&K Services - St. Paul	101	43220	\$19.40
Street Maintenance	Electric Utilities	092214	Connexus Energy	101	43220	\$1,574.83
Street Maintenance	Equipment Parts	91530	H&L Mesabi	101	43220	\$451.80
Street Maintenance	Equipment Parts	91558	H&L Mesabi	101	43220	\$128.70
Street Maintenance	General Operating Supplies	490476	Ham Lake Hardware	101	43220	\$2.54
Street Maintenance	Heavy Machinery	10137583	Aspen Equipment	701	43220	\$20,240.00
Street Maintenance	Heavy Machinery	2116	Five D Industries	701	43220	\$10,495.00
Street Maintenance	Motor Fuels	927901	Mansfield Oil Company	101	43220	\$239.09
Street Maintenance	Motor Fuels	927911	Mansfield Oil Company	101	43220	\$1,575.22
Street Maintenance	Motor Vehicle Services (Lic d)	20329	Central Truck Service, Inc	101	43220	\$90.00

# City of East Bethel

October 15, 2014

## Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Street Maintenance	Motor Vehicles Parts	F-242760022	Allstate Peterbilt North	101	43220	\$49.34
Street Maintenance	Motor Vehicles Parts	C241170250	I State Truck Inc.	101	43220	\$109.85
Street Maintenance	Motor Vehicles Parts	1539-322085	O'Reilly Auto Stores Inc.	101	43220	\$36.96
Street Maintenance	Refuse Removal	185191	Ace Solid Waste, Inc.	101	43220	\$204.75
Street Maintenance	Refuse Removal	3702	PC Tree Service	101	43220	\$800.00
Street Maintenance	Street Maint Materials	19099	Bjorklund Companies, LLC	101	43220	\$75.75
Street Maintenance	Street Maint Materials	19149	Bjorklund Companies, LLC	101	43220	\$256.34
Street Maintenance	Street Maint Materials	19159	Bjorklund Companies, LLC	101	43220	\$338.10
Street Maintenance	Street Maint Materials	140930	Commercial Asphalt Co.	101	43220	\$361.93
Street Maintenance	Telephone	092814	CenturyLink	101	43220	\$69.19
Street Maintenance	Tires	1-46864	Steve's Tire Inc.	101	43220	\$1,230.00
Water Utility Operations	Bldgs/Facilities Repair/Maint	092514	Wright-Hennepin Coop Electric	601	49401	\$26.67
Water Utility Operations	Chemicals and Chem Products	3649902 RI	Hawkins, Inc	601	49401	\$55.00
Water Utility Operations	Electric Utilities	092214	Connexus Energy	601	49401	\$1,554.75
Water Utility Operations	Professional Services Fees	25719	Protection Systems, Inc.	651	49401	\$651.94
Water Utility Operations	Telephone	092814	CenturyLink	601	49401	\$121.22
Water Utility Operations	Telephone	092814	CenturyLink	601	49401	\$170.73
Water Utility Operations	Telephone	092814	CenturyLink	601	49401	\$65.99
						<b>\$170,430.94</b>
<b>Electronic Payroll Payments</b>						
Payroll	PERA					\$5,413.11
Payroll	Federal Withholding					\$5,081.00
Payroll	Medicare Withholding					\$1,402.22
Payroll	FICA Tax Withholding					\$5,995.60
Payroll	State Withholding					\$2,074.81
Payroll	MSRS/HCSP					\$3,772.09
						<b>\$23,738.83</b>

## EAST BETHEL CITY COUNCIL MEETING

OCTOBER 1, 2014

The East Bethel City Council met on October 1, 2014, at 7:30 p.m. for the regular City Council meeting at City Hall.

MEMBERS PRESENT:      Bob DeRoche              Tim Harrington  
                                 Heidi Moegerle          Tom Ronning

MEMBER ABSENT:        Ron Koller

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

**1.0**                      The October 1, 2014, City Council meeting was called to order by Mayor DeRoche at 7:30  
**Call to Order**        p.m.

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

**3.0**                      **Moegerle, "I move we adopt tonight's agenda."** Harrington, "I'd like to add, under the  
**Adopt**                      Consent Agenda, line G, Supplemental Payment Summary." **Moegerle, "I accept that**  
**Agenda**                      **amendment."** Harrington, **"I'll second the motion.** DeRoche, "Any discussion? All in  
                                 favor?" **All in favor.** DeRoche, "Opposed? Hearing none, motion passes." **Motion passes**  
                                 **unanimously.**

**4.0**                      DeRoche, "I got kind of a sad e-mail this morning. I don't know how many people are  
**Presentation**        familiar with the Sandhill Crane Area and the School of Trust issues that were going on.  
**Condolences**        One of the gentlemen that I know I've had the pleasure of three meetings with, was Joe  
**to the Joe**                      Julik, unfortunately was hang gliding over the weekend and died down in southern  
**Julik Family**        Wisconsin. Nate and I, last week, went to a meeting with him and this thing is progressing  
                                 pretty good if anybody was following it or interested in it. So, I guess on behalf of myself  
                                 and the City of East Bethel, I'd like to extend our condolences to the family."

**5.0**                      Lexi Milbrandt, 21235 Rendova Street NE, "My name's Lexi Milbrandt and I live in East  
**Public**                      Bethel. This letter is about getting a new grocery store in East Bethel."  
**Forum**

Moegerle, "Well, we'd be glad to accept that." Ronning, "You have a lot of support too."  
Moegerle, "Sure, I'd be glad to accept that. We'll be sure that copies get around to  
everybody. Thank you."

DeRoche, "And, do you want to explain for people why you came tonight?" Milbrandt, "I  
came for a social studies project. We're supposed to go to two civic meetings and bring up  
a topic and I thought I should say about the grocery store because my family would want a  
grocery store in East Bethel." DeRoche, "Okay, great. Thank you. Moegerle, "Very good.  
Thank you."

**5.0**                      Ronning, "Do you want to read that? Introduce it and read it?" DeRoche, "Jack, you want  
to go ahead and read it into the record?" Davis, "That's fine." DeRoche, "You don't mind

if he reads it, do you?" Milbrandt, "No." DeRoche, "Great."

Davis, "Dear East Bethel City Council. Our family has been living in the area for a few years. We were very sad to see Soderquist Market close. We now travel an average of 15 to 20 minutes to a grocery store. We would love to get a new grocery store back in East Bethel. We think a grocery store would be very beneficial to the people living in the City. It would bring in jobs for the young and old. The grocery store could bring in a lot of revenue to the City and could potentially bring in other services and make East Bethel a very desirable place for residents and new businesses. We love living in this spacious land of East Bethel and a grocery store is exactly what this City needs to thrive in the future. Thank you for your time and efforts. Sincerely, Amy Milbrandt.' Thank you very much."

Ronning, "Nice letter. Very well written." DeRoche, "Thanks Lexi."

Amanda Olson, 1131 Pierce Path NE, "I'm Amanda Olson. I live at 1131 Pierce Path NE, East Bethel. I recently came up here, because I put like \$6,000 in my back yard. I raise huskies and me and my daughter, well me and my kids and my significant other, we like to help animals that people are getting rid of, actually a lot, and find them new homes. So, we put a lot of money into our yard and came up here to try to get a kennel license, which we were under the assumption we could. There's a clause in there saying you have to have at least 2.5 acres or you can only have two dogs. So, me and my kids cried the most because we ended up having to get rid of one of our dogs because we didn't have 2.5 acres and we had more than two dogs. So, what I'm asking is, like the City of Minneapolis, you can have four dogs and that's in the city's requirements. Bloomington you can have four dogs. Cambridge you can have five dogs. We moved out here so we had a little bit less restrictions and more space, you know. We're very heart-filled people when it comes to anybody, actually. My daughter is in the East Bethel pageants and stuff like that. I help in the community. I help run the daycare at the churches. We really love it and asking if there's any way you guys can reconsider either the amount of land you have to have in order to have a kennel license or the amount of dogs that you can have. Obviously, we're not asking to have a million or anything. But, something more than two would be, you know, nice. Especially since we moved out here just so we could have a little bit more freedom. When we heard that, we actually considered putting our house up for sale because it was so heartbreaking to lose an animal like that, when they're part of your family."

Moegerle, "How much land do you have?" Olson, "We have, I actually, I don't have acres, we have a big lot over in Whispering Aspens. It's all fenced in. I spent, probably, \$3,000 on a house probably built way better than our own houses. I have a 15-foot kennel that is all welded and they also come inside, you know. There's a lot of room for them to run and anybody is more than welcome to come and check it out. But, they're very happy. Currently, we have two dogs and one of the puppies from one of the parents that we had to get rid of. Right now we're still legal because she's only, she's less than four months old. I guess when it hits four months old, you know, is the time that you give to get rid of them. My kids are so heartbroken. They don't want to give the only thing left of the parents they had to give up. So, I'm trying not to cry. I guess there's been other people that have, when I came up here and talked to the nice lady at the counter, there is quite a few other people that had the same problem but nobody ever came to the Council meeting to bring it up. So, she said if I did come here, you guys would most likely reconsider it. Especially since all the surrounding areas including tight spaces in Minneapolis are allowed to have four dogs and here in East Bethel we're...you should feel less restricted and less confined. Anyways, we have more restrictions like that. So, I just came to ask you."

Ronning, "May I ask, how did you find out about the maximum dogs and acreage?" Olson, "Acreage? I came up to get a kennel license because, well, I did some research and I, when we, you know we've lived here for quite a few years, like I said. We didn't know until Nessa ended up, she had gotten pregnant so she had her puppies so I wanted to come and check it out and make sure it was within the City's guidelines. That's when I came up here and found that out and she said I could get a kennel license so I did all this work to my house and when I actually came to apply for the license, she found that clause in there. So then, at that time, when I had gotten, found really nice homes for the other puppies, I did some more investigating. Because one of my good friends that I go to school with too, I work and go to school, he lives in Minneapolis and another one lives in Bloomington and in Bloomington and in Minneapolis, I mean they have no yards, and they can have four dogs. Then, when I talked to the lady at the counter, she said that even Cambridge is allowed five dogs. I guess I'm not asking for, like, an obscene amount but something that is more realistic."

Moegerle, "How old is the puppy at this point? How much time do you have?" Olson, "He's three months." Moegerle, "Okay." Olson, "And, I just found out, and did all this within a few weeks. So, this is the first meeting that came up so I didn't want to miss it."

DeRoche, "All right, well it's, Jack, something we want to look at?" Davis, "This is the first I've heard of this. One thing you might want to check, too, is make sure that there's no covenants in that subdivision that you live in that also regulate the number of animals that you may keep. We do have, in our ordinance, the number of animals based on the size of your lots. You actually live in Whispering Aspens?" Olson, "Yes."

Davis, "And, that's probably what, a quarter acre lot?" Olson, "Yes. Some of them are bigger than others." Davis, "But, there wouldn't be anything bigger than a half acre up there." Olson, "Nope. But then, again, like I said, in Minneapolis and stuff, they barely have any back yard and they're allowed four dogs."

Moegerle, "Is your fence a solid wood fence? Or, is it chain link?" Olson, "It's solid wood. Solid wood with, you know like I said, welded kennels and stuff like that even though they come inside when we leave. That's where they go if I have to go to school or..."

Moegerle, "Have your neighbors mentioned any complaints?" Olson, "Never." Moegerle, "Is there barking issues or anything like that?" Olson, "No." Moegerle, "Okay, good." Olson, "They're very well behaved." Moegerle, "Great. So, can we look at that then? Soon?"

Davis, "What do you want to look at? The only thing we could do is look at changing the ordinance." Moegerle, "Right. In comparison to see, you know, if this is right. That Cambridge has five and, you know, that we're being unduly restrictive. I'd be interested in finding that out."

Olson, "Yeah, I'd really appreciate it. I mean, at least look into it, like I said. You know even Bloomington has, Bloomington, Minneapolis, has four dogs." Moegerle, "Sure."

DeRoche, "I think it's worth looking into but I don't want to give anybody false hopes up here. You know what I mean? I guess I'm kind of known for being direct. But, if there's something we can do and if we can figure something out, I think this is the group that's

going to do it. But, I don't want somebody to walk away thinking, 'Oh, they're going to change it.' You know what I mean? Because it does take more than just one night or one meeting to do any ordinance changes."

Olson, "Yeah, I realize that." Davis, "Can you give me your contact information and we can look at some things. We'll contact you directly and take it from that standpoint." Olson, "Yes sir."

Ronning, "I don't know this to be a fact, but I would suggest that she's probably the only one because she's, nobody's been honest enough to come up and say, 'How many dogs can I have?'" Olson, "Sure, they say there's nothing to enforce it and a lot of people have had issues. It's just that nobody's ever addressed the Council." Ronning, "It's unlikely that would be the only case in the City."

Olson, "I know. Actually, I know for a fact in our neighborhood there is people with more dogs. It's just that nobody enforces it. I want to be within the City's regulations and guidelines. That's why I came here tonight. You know, I didn't want to..." Moegerle, "Good. Thank you." Olson, "Thank you."

No one else wished to speak at the Public Forum.

**6.0  
Consent  
Agenda**

Item A Bills/Claims

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

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. 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.

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. Staff and Council express their appreciation to Ron Giefer for his service and accept his resignation.

Item G Supplemental Payment Summary

DeRoche, "Everybody okay with it? If so, I'll entertain a motion to accept." Ronning, "Anybody have anything to pull?" Moegerle, "Well, I'll pull B since I wasn't here and won't vote for them. So, that's the only reason I'm pulling it."

**Ronning, "Move to accept the Consent Agenda pulling B for review." DeRoche, "I'll second. DeRoche, "Any discussion? All in favor?" All in favor. DeRoche, "Opposed? Hearing none, motion passes." Motion passes unanimously.**

**DeRoche, "I move to accept B other than with Moegerle's...but if she wasn't here then she isn't going to vote for them. That makes sense." Ronning, "Second." DeRoche, "Any discussion? All in favor?" DeRoche, Harrington, Ronning-Aye; Moegerle-Abstain, motion passes 3-0-1.**

**7.0  
New Business**

Commission, Association and Task Force Reports

7.0A  
Planning  
Commission

None.

7.0B  
Economic  
Development  
Authority

None.

7.0C  
Park  
Commission

None.

7.0D  
Road  
Commission

None.

**8.0  
Department  
Reports**

Davis presented the staff report, indicating the 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.

8.0A  
Community  
Development  
8.0A.1  
Rental  
Ordinance

Blaine, Isanti, and St. Francis all have Rental Ordinances and those have been attached for your review.

8.0A.1

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 council.

Davis, "You do have examples of surrounding cities that do have them and those that don't. Cambridge has a very interesting approach to this with their request for inspection. They also passed a housing code that establish minimum standards for facilities and responsibilities of owners and tenants. I would encourage you to look at this. At this time, though, staff is seeking direction from Council on how to proceed on this matter."

DeRoche, "I would make the suggestion to direct staff to look into it. I think it's going to require at least one if not more Work Meetings. I think a Rental Ordinance, and I know there's a lot of people out there wondering, 'What the heck.' But, it's not to necessarily get people's...maybe a family member or friend of yours wants to rent your basement...that's not what it is. I would not want it designed that way. I guess what I'm more concerned with is people that have substandard housing that rent it out to people whether it be mold, electrical issues, structural issues. If the people are afraid to come forward because they'll be getting the ultimatum to either move or live with it, and I think that's something we should take a look at."

Moegerle, "One of the reasons that I've had some concerns about it and brought it up as well, was a resident at Coon Lake Beach that, she was in her third rental house at the Beach and the basement flooded, ruined a lot of her stuff. The owner was out of State. There's nothing to be done and it was very stressful, you know, with all things considered that the third move within six months or so. So, I really think that this is necessary. I think we need to look at it. I saw, in Blaine, no I'm sorry Isanti County, they said you couldn't have an out-of-county homeowner. I think that's a little tough but I think if there's a local property manager, I think that's something very important to have. Somebody in the City or nearby to address those kinds of issues. Because, that was certainly what the problem the resident had this spring was. There was nobody local to solve the problem for her."

DeRoche, "I've also heard from, a few people on the Beach, too many actually, with mold in the house, appliances are not working, bad roofs." Moegerle, "Painting over mold." DeRoche, "If someone has, maybe, a couple kids, it's, they just can't pack up and move. If you're going to have a piece of property, keep it up."

Ronning, "For Lexi and whoever else might not be aware and be interested, this seems like something simple. Why don't you just do something right now? The Mayor mentions a Work Meeting because in that setting, you can have open discussion about this. Technically, procedurally, we can't really discuss this without a motion and a second. Then you're kind of locked into, that's the only time you can have discussion in that process. So, it's sort of..."

DeRoche, "And to kind of add to what Tom is saying, if you notice that at the beginning of the meeting that there was an agenda that was adopted. The purpose of the agenda is so people out in the City have a chance to see what's going to be at the meeting so they can come in here and either talk to the Council or present something. But, if it's not on the agenda, we're not supposed to discuss it because people don't have that opportunity to come in and say what's on their mind. So, when people say, 'government moves slow,' it doesn't necessarily move slow but there's a lot more to it than I guess someone on the outside would see." Ronning, "It's just hard to see it move sometimes."

DeRoche, "What's your take on it Tim?" Harrington, "Oh, I agree with Heidi. I think this is something we should look into. There are houses on this side of 22 too. I think it's

something we should look into.”

DeRoche, “Okay, Jack, what do you think? You got enough direction?” Davis, “Yes, so you want to set a date for a Work Meeting? Or, you just want us to report back at the next Council meeting on some things that we find and then set a date from that point?” DeRoche, “I think we could probably do that depending on how big of a...”

Ronning, “One consideration request that I would have is, what’s the history of this? In a community like East Bethel, I’m surprised that we have that kind of limitation. If it’s recent, maybe we can look at what the reasoning was and what it changed from to.” Davis, “I think it probably is recent because when I moved up here in 2006, I was looking for some rental property. At the time, there was almost nothing.” Ronning, “Oh, I’m sorry, wrong subject.”

Moegerle, “Mr. Martin was interested in having a Rental Ordinance and we looked at it at some point early on and then it kind of died. But, yeah, there has been the interest. It’s just probably not the...” Davis, “And, to get back to kind of some of the history on this too with the downturn in the economy and a lot of foreclosure homes, some people moving or some people relocating, there has become more rental property available. The more that becomes available, the more these issues that you’re going to be faced with. Again, we bring it up to see if it’s something that’s a concern. If it is, it’s something we can take a look at.”

DeRoche, “Well, I guess, I have a situation of a house next to me where there isn’t any yard maintenance in the interim. So, I just cut the grass with a tractor and do whatever I have to do just to keep it up because the Realtor isn’t doing it and the owners live in Washington State. There has to be some way to control what’s going to go on. So, is everybody up for the idea of doing it next Council meeting? Or put it on the back of something?”

Davis, “Keep in mind, too, that we do have three weeks between the October 15<sup>th</sup> and the November 5<sup>th</sup> Council meeting. We have five Wednesdays in October so Wednesday the 22<sup>nd</sup> and the 29<sup>th</sup> are open, should you want to schedule a Work Meeting for one of those nights.” Moegerle, “Could we do a Work Meeting before the next Council Meeting?” DeRoche, “Because we’ve got three Meet the Candidate nights. There’s Commission meetings.” Moegerle, “Yes, there’s a lot coming up this month.” DeRoche, “I don’t have that schedule with me.”

Davis, “If you want a Work Meeting before the next Council Meeting, we can certainly consider it then.” DeRoche, “I’m up for that.” Moegerle, “Good.” Ronning, “I’m open.” DeRoche, “So, that would be the 15<sup>th</sup>. Correct?” Davis, “Correct.”

DeRoche, “Okay. And the Work Meeting, just for the public, it’s not a public hearing so there’s not going to be a lot of, you know you could, I guess, I would recommend if you have suggestions, mail them in to the City and they could be brought up. It’s not going to be a public hearing so there won’t be dialog between us and the people. Right?” Ronning, “It’s informational discussion only. There’s no action that can be taken. Any actions taken are required to be in this setting. So, everything is ‘above board.’ Everything’s transparent.”

**This item was referred to the October 15, 2014, Work Meeting.**

8.0A.2  
Final Plat  
Classic  
Commercial  
Park Third  
Addition

Davis presented the staff report, indicating at their meeting held August 26, 2014, the Planning Commission recommended approval of the Preliminary Plat for Classic Commercial Park 3<sup>rd</sup> 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 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 stormwater 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 187<sup>th</sup> Avenue and road improvements at the intersection of 187<sup>th</sup> 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.

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

**Moegerle, “I move that we approve the Final Plat, Classic Commercial Park 3<sup>rd</sup> Addition.” Harrington, “I’ll second. DeRoche, “Any discussion? All in favor?” All in favor. DeRoche, “Opposed? Hearing none, motion passes.” Motion passes unanimously.**

8.0B  
Engineer

None.

8.0C  
City Attorney

None.

8.0D  
Finance

None.

8.0E  
Public Works

Davis presented the staff report, indicating Ken Johnson and the residents of Tri Oak Circle are requesting the installation of a streetlight at the intersection of Tri Oak Circle and Viking Boulevard. Tri Oak Circle is one of two access points to the neighborhood of approximately 78 homes and is located on a curve on Viking Boulevard where sight lines are limited. A petition has been signed by numerous residents of the development for the street light request. The petition is included in your packet for your review.

8.0E.1  
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 a cobra-style LED light on the southwest 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 approximately 20% to 25% lower than traditional street lights. After November 1<sup>st</sup>, Connexus charges higher rates for pole and street light installation.

Street Light  
Request

The Road Commission reviewed the request at their 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 on Viking Boulevard, the location warranted a street light. The property owners near the installation have been contacted and indicated they are in favor of the installation.

You have attachments that show the proposed installation, some photographs that show what the visibility is at the intersection, and the petition that was signed by a number of residents within Tri Oak Circle.

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

The Road Commission and Staff recommend Council consider the installation and approval of the installation of the streetlight on the southwest corner of Viking Boulevard and Tri Oak Circle.

**Moegerle, "I move that we approve the installation of the streetlight on the southwest corner of Viking Boulevard and Tri Oak Circle." Harrington, "I'll second. "**

DeRoche, "I guess for discussion purposes, the only thing I would say, yeah, I've driven by there many times. It's pretty black. We've been fortunate this year, there haven't been any accidents. We really don't want any. Why there hasn't been one, a light there yet, I'm not quite sure."

Ken Johnson, 19520 West Tri Oak Circle, "I'm here to just answer any questions you may have or what the feedback is from the people. Whatever I can do."

DeRoche, "The only question, have you guys talked to whoever the light is going to reflect on? They don't have any issues with it?" Johnson, "The three closest houses, one is across the street that is the owner of the land where he said, 'You can put the pole.' And, the two houses that are the closest that would have any light at all, signed the petition."

Moegerle, "Great." DeRoche, "All right. I don't have any issue with it." Johnson, "There's 50-some signatures and I only got the people to sign that were actual owners. There are some rented properties and there were some people that maybe was seasonal or...after I tried to contact two or three times. I thought it was pretty significant." Moegerle, "You did fine." Johnson, "But, otherwise, I got everybody that I talked to except for one person and he is probably about the farthest away that anybody could be on Tri Oak Circle." DeRoche, "All right. I don't see any issues with it."

Ronning, "Where is this in relation to the accidents that were happening last winter? There were several. Some fatalities." Davis, "The accidents were more to the west. And, you know, again, all of those accidents, the six fatalities that occurred within 18 months, there was nothing that could be attributed to any of them as far as road design. But, this is probably at least one-half a mile farther back to the east than where the last accident occurred."

Johnson, "This is strictly a safety issue. It's more of an evening kind of thing. I talked to Dana and Beth Passenheim who live across the street and they talked, I had not gotten their name on the petition because I was trying to keep it located just to Tri Oak Circle and not expand it. They had heard multiple times of screeching breaks or people laying on their horns with people slowing down. In addition to this, I have approval to get from the landowners that they would allow trimming back some of the trees there. And, I would contact the County in addition to this to ask them to trim the trees back."

DeRoche, "Jack, is there something that we could maybe request that?" Davis, "We could put that as a support letter for tree trimming. I don't know that it's ever been brought up to the County. But, if that's desired, we could certainly lend our support to that request." DeRoche, "It might help."

Johnson, "Is it, the name Christianson that..." Davis, "Jim Christianson." Johnson, "Jim Christianson that would be the person. My understanding and my checking is they're happy to do that but they're a little concerned that on just going out and doing it that the County Commissioner comes back and gets all upset because the landowners have called in. I've already checked with the landowners and they're okay with it." Moegerle, "Yeah." DeRoche, "Okay."

Davis, "As a matter of fact, Nate and I have a meeting with Doug Fischer next week. We can even bring this up at that time." Moegerle, "Great."

DeRoche, "That being said, I call the question. All in favor?" **All in favor.** DeRoche, "Opposed? Hearing none, motion passes." **Motion passes unanimously.**

Johnson, "Thank you."

Fire Chief Mark DuCharme, "Thank you Mr. Mayor and Council. Tonight I'm just here to bring Council up to date on an issue with the Anoka County Fire Protection Council and try to give a little background on the proposed Joint Powers Agreement. I want Council to know I'm not here asking for a decision because I think we're far, far away from that."

The Anoka County Fire Protection Council is roughly 40 to 50 years old. We're not quite sure. It was formed by all the Fire Departments to make procedures and policies somewhat universal as far as the Fire Service in Anoka County. It also promoted the Fire Prevention Programs that we have where we go into the schools and open houses and things like that. And, it also promoted working together with the Fire Departments within Anoka County. And, the structure has worked quite well for the past 40 years. Our Mutual Aid Agreements actually come out of that organization where we, if we're looking to change any of the agreements or add to them, that's where we really do it.

Anoka County Fire Protection Council has, as it is now, is not a Joint Powers Agreement. It's more or less, I would say, a loosely organized group of the Fire Departments. We don't set policies for the City. We don't set policies for the Fire Departments. There is some minor equipment that everybody has thrown in a little bit of money to have. And, as of right now, the major programs that are supported by the Anoka County Fire Protection Council are what we call the 'Juvenile Fire Setter Program' and the 'Fire Investigation Team' that East Bethel participates in and uses.

For the past three years, you've heard me talk a little bit about the Record Management System that Anoka County is developing for law enforcement, for fire service, the jail, City attorneys, in trying to bring everything together and update how we're dispatched, how we keep records, and communication between everybody, and up-to-date communication. We're well on the way of having that project wrapped up. As I said, we're in the third year. In the past 12 months, we've selected vendors. Those vendors are now going through installation and designing programs and things like that.

On the law enforcement side, there is a Joint Powers Agreement and that's the Joint Law Enforcement Council. Even though the County has paid for the Record Management System, as with any software, there's always maintenance that goes with it. And, the County has said that they will turn over ownership to the Joint Law Enforcement Council. The Anoka County Fire Protection Council would turn over ownership of the Record Management System. With the Joint Powers Agreements, we would be able to then properly assess the City's, you know, whatever the fees are.

So, originally, some, a year, two years ago, the Anoka County Fire Protection Council was going to develop a Joint Powers Agreement that was going to be narrow in scope and it was only going to cover how we were going to own the fire part of the Record Management System and how the Fire Departments in the member cities were going to be able to pay fees and what those fees were going to be. And, that was their original concept.

With anything, especially when it takes a long time, there's some 'mission creep.' I think everybody has received a copy of the proposed Agreement. And, there's a lot of 'mission creep' there. The issue that's going on with the County and the Anoka County Fire Protection Council is that the Agreement needed to be in place by the end of the year so that the proper charges for maintenance on the Fire Record System could begin. Well, I don't think that's going to happen, obviously. We have to put into place a Plan B.

I bring to the Council the proposed Joint Powers Agreement to kind of show you where we're at. I think that might be a good 'road map' for future but I think the Fire Protection Council has to really narrow that down and go back to where we were before as far as who's going to own that and how we're going to own it. There's a lot of communication going on with the Fire Chiefs and the City Administrators. There's a lot of communication going on with the City Attorneys. I believe the City Attorneys have a conference coming up to discuss this.

I thought it was important enough that I come tonight and just give you an update on that Joint Powers Agreement. If this was the final document, we'd probably have some reservations. This isn't the final document. My position has always been, let's just keep it to the subject that we originally discussed and agreed upon as a group two, three years back."

DeRoche, "Are you saying they added a little 'pork?'" DuCharme, "Well, there is and in talking with our City Attorney, some of the items that are in that Joint Powers Agreement might be really important to other fire departments in other larger cities. It doesn't mean they can't put together their own Joint Powers Agreement to have ownership of some things. And, it doesn't mean that we can't participate by maybe renting facilities, if they have facilities or services. But, at this point, I just think everybody has to take a 'deep breath' and take a 'step' back."

DeRoche, "Now, you want to clarify the fact that this has nothing to do with our Mutual Aid?" DuCharme, "Yes, it has nothing to do with this. Should a city decide not to be part of this Joint Powers Agreement, that has nothing to do with Mutual Aid, our Mutual Aid partners. We have those agreements and they're 'locked up,' they're signed, they're agreed to. Our Mutual Aid partners all agree this has nothing to do with it. Should we make other Mutual Aid Agreements in the future, that has nothing to do with the Joint Powers Agreement."

DeRoche, "Do you want to just kind of explain to people what Mutual Aid is?" DuCharme, "Absolutely, because, and that's a good point Mr. Mayor, because it could be that if there's an emergency incident at somebody's house, you could end up with the first fire truck there that has another city's name on it. Okay? It all depends on how it works. We're fortunate in Anoka County and we're fortunate in East Bethel where if we have any type of a structure fire, we automatically get aid from our neighboring cities. We get it from Bethel, we'll get it from St. Francis, we'll get aid from Oak Grove, Ham Lake, and Linwood. And should we need more resources, we can specifically ask for additional resources. It's a great benefit for everybody. Conversely, if one of our neighboring cities has an incident where they need help, we're automatically called to their incident to help them out in any way we can. To take a step further, a lot of the resources are already identified of what we're sending. Now I want Council to understand that we will never ever strip East Bethel of all their resources to a neighboring city. We'll always keep enough resources to protect our citizens. That's agreed upon within the Mutual Aid Agreements." DeRoche, "Okay."

Ronning, "Can you explain, if this is accurate, how the, it's equipment utilization. One city might have some equipment. You can combine the equipment of all the different communities for whatever purpose you need." DuCharme, "And, that's correct. Many times we'll look at equipment and if it's possible, we will not necessarily duplicate major equipment from one city to the other city. For example, East Bethel does not have what we call an 'insulation sucker.' That may sound slang, but all the fire guys know what this is, and fire gals. Insulation sucker is if there is a house fire and there's an attic fire and we've got to get the insulation out, instead of shoveling it, which is very labor intense, we would call a neighboring city, Andover, and have them bring that over. It's like a giant vacuum cleaner. Now, there's no reason for us to go and buy one because that's under our Mutual Aid."

DeRoche, "Or an aerial truck." Moegerle, "Do they back charge us for that? Or, that's all Mutual Aid?" DuCharme, "No, it's not back charged." Moegerle, "That's wonderful." DuCharme, "The only time we would face a charge, if it's a FEMA reimbursement where...you know a good example was the Sartell fire, the paper mill. We actually sent units up there for a couple shifts and we actually charged for that because that was reimbursable. The cities will let you know whether it's reimbursable. We had a large weather incident here where we used many resources from other departments and it was a high enough loss where it looked like we'd need FEMA reimbursement. Then we'd go back to them and say, 'What would your charge be?'" Moegerle, "Sure." DuCharme, "And, that's in the Mutual Aid Agreements."

DeRoche, "Good. Got any questions Tim?" Harrington, "Nope." DeRoche, "Tom?" Ronning, "No." DeRoche, "Heidi?" Moegerle, "No." Ronning, "Thank you."

DuCharme, "All right. So, getting back to the Joint Powers Agreement. You've got the draft and I think everybody should realize it's a proposed draft. As the new revisions come

8.0F.1  
Anoka  
County Fire  
Protection  
Council JPA  
Update

out, if there are any new revisions, staff will keep you informed. If there needs to be a decision, we'll make sure to get that on the agenda so we can have discussion."

DeRoche, "Thanks Mark." DuCharme, "Yup." Moegerle, "Excellent. Thank you."  
Harrington, "Thanks Mark."

DeRoche, "Hey Lexi, thanks for coming in. Good luck with your school work." Milbrandt,  
"Thank you." DeRoche, "We'll work on that store."

8.0G  
City  
Administrator  
8.0G.1  
Grant  
Application  
Submittals

Davis presented the staff report, indicating this is a request for Council to consider authorizing applications to Met Council for Tax Based Revitalization Account (TBRA) Grant Funds.

The Tax Based Revitalization Account 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 for the decommissioning of the Castle Towers wastewater treatment facility and related project site activities.

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

Staff requests Council authorization to submit a TBRA application to Met Council for the decommissioning of the Castle Towers Waste Water Treatment Plant and the reclamation of the 10-acre site upon which the Plant is located.

Davis, "This Program is a 50% match but if we were successful in being approved, we have \$200,000 committed now for the decommissioning and we could save approximately half of that for other purposes."

**Moegerle, "I move that we authorize the staff to submit a TBRA application to Met Council for the decommissioning of the Castle Towers Waste Water Treatment Plant and the reclamation of the ten-acre site on which the Plant is located." DeRoche, "I'll second." DeRoche, "Any discussion? Hearing none, all in favor?" All in favor. DeRoche, "Opposed? Hearing none, motion passes." Motion passes unanimously.**

9.0 Other  
9.0A  
Staff Reports

Davis, "I think I've kind of given you e-mail updates on what's transpired within this week so we don't have anything extra to add at this time."

9.0B  
Council  
Report –  
Member  
Moegerle  
Council  
Member  
Ronning

Moegerle, "Nothing major. A lot more low flying planes coming by. I don't know what that's about, haven't been able to get the tail numbers, but keeping an eye on that. That's all I have."

Ronning, "I'm done."

Harrington, "I've got a couple things. Anoka County Board approved their primary levy for next year of .89%. The feedback meeting is December 4<sup>th</sup> at 6 o'clock at the Anoka County Government Center."

Harrington, "Recycling Days, I stopped up there the 20<sup>th</sup> and it looked like it was pretty slow. I heard, maybe down to one day next year? Just the spring?" Davis, "Well, that will be something we'll need to consider for discussion, probably in January, as to if we want to continue trying to do this twice a year. We had 20 drop offs in a five hour period. We don't have the tonnage figures yet. They're going to be very, very low. We have so many more opportunities for people to recycle now than once existed. We operate the fourth Saturday of every month at the Recycle Center for people to drop almost every item off that they can do at the ones that we have in the Spring and Fall. We have All Appliance open across from the theater. It's open five days a week and has reasonable rates. In some cases, cheaper rates than we charge for recycling materials. So, people don't have to wait six months to get rid of their stuff. We'll have to take a look at this and see how we want to continue this part of the program as we move forward."

Harrington, "On another note. The Ice Arena, have you heard of any figures or rental time for this year? How much ice they have rented out?" Davis, "The initial contract with the St. Francis Youth Hockey Association was, I believe, for 640 hours. The High School's rental is, I don't have the hours, but it's for their standard times for games and practices. I think that the way the situation is now, they probably need to sell approximately 100 more hours of ice time to break even. I do know that North Branch is still interested in looking at some of that. So, they're still working on finalizing their schedule. It appears that the ad sales will be up and a few other smaller revenue sources will contribute some to the positive side of the budget on that. But, now we've sold 640 for the St. Francis Youth Hockey Association plus the High School's time."

Harrington, "Is there any update on the drainage improvements for 181<sup>st</sup> Lane in Nordin Estates? Is there any...?" Davis, "Nate informed me that Craig Jochum is going to have some proposals that we're going to meet and discuss next week. I'm hoping those will be able to be presented to the Road Commission." Harrington, "That's all I've got."

Davis, "One other issue too I'll bring up. This relates to what you just mentioned. About six weeks ago, I forwarded to Council a letter from a resident that had some major concerns about a drainage issue down on Vickers Street with some...a letter from an attorney. We think we have resolved this issue with the resident. We've corrected that problem. There is one final issue to be resolved and that's what...we have a meeting scheduled with the Anoka County Highway Department next week. It's for an off-site issue on a private driveway. Drainage structures were installed that were too small. This is north of Viking Boulevard. It's not on a County ditch but it's part of that whole drainage area. There're two structures. There's eight-inch pipes that serve approximately a 400-500 acre drainage basin. So, we're going to meet with the County to see what they will be willing to do or if they would be willing also to send letters to this resident to encourage that these drainage structures be upgraded to accommodate the flows that pass through them."

Mayor  
DeRoche

DeRoche, "Just a couple things. One, I was just looking for it. I actually received a letter from St. Francis Youth Hockey. I'm going to have to find it and then read it at the next meeting. Basically, what it was doing was saying what a help Jack's been, what a great guy he is, easy to work with, kind of praising him. I had forwarded it to the City so I'm not quite sure who got it because I was hoping it would be, I'll find out who I sent it to. But, I think it's something that needs to be there.

I was invited from the Boy Scouts on the 13<sup>th</sup> of October to go to one of their meetings to discuss City government. I guess the issues this year are the voting, how you become a candidate, what are the different positions, what do they do. I think it will be kind of interesting, be kind of fun.

Other than that, speaking of candidates, there is a Meet the Candidate Night tomorrow night here at 7 o'clock. I would encourage anybody to show up. If I'm not mistaken, you have to, if it's questions from the audience, they have to be submitted and then they'll be asked by the moderators. Is that right Ken?" Ken Langmade, "Right." DeRoche, "Okay. Otherwise, it's going to be a pretty straight format. Probably the same as it was, I went back and looked at the 2010 one. Certain questions, certain amount of time to answer, move on."

9.0C  
Other

None.

**10.0**  
**Adjourn**

**Moegerle, "I make a motion we adjourn." DeRoche, "Second." DeRoche, "All in favor?" All in favor.** DeRoche, "We're adjourned." **Motion passes unanimously.** Meeting adjourned at 8:26 p.m.

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

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

**RESOLUTION NO. 2014-40**

**RESOLUTION AUTHORIZING APPLICATION FOR THE TAX BASE  
REVITALIZATION ACCOUNT**

**WHEREAS**, the City of East Bethel is a participant in the Livable Communities Act's Local Housing Incentives Account Program for 2014 as determined by the Metropolitan Council, and is therefore eligible to make application to apply for funds under the Tax Base Revitalization Account; and

**WHEREAS**, the City has identified a contamination cleanup project within the City that meets the Tax Base Revitalization Account's purposes; and

**WHEREAS**, the City has the institutional, managerial and financial capability to ensure adequate project and grant administration; and

**WHEREAS**, the City certifies, that should the project be approved and accepted, it will comply with all applicable laws and regulations as stated in the contract grant agreements; and

**WHEREAS**, the City finds that the required contamination cleanup will be difficult to implement through private or other public investment within the reasonable foreseeable future without Tax Base Revitalization Account grant funding; and

**WHEREAS**, the City is seeking assistance through the Tax Base Revitalization Account as a means to complete the final phase of the joint East Bethel- MET Council Municipal Utilities Project; and

**WHEREAS**, both the City and MET Council are joint partners in the Municipal Utilities Project and the success of the project is dependent on future assistance from the MET Council in the form of further investment in the Project;

**WHEREAS**, the Tax Base Revitalization Account Grant Program is one of a number of means to accomplish MET Council's commitment to the Project;

**WHEREAS**, the City represents that it has undertaken reasonable and good faith efforts to procure funding for the activities for which Livable Communities Act Tax Base Revitalization Account funding is sought and could not find or secure from other sources funding that is necessary for cleanup completion;

**NOW THEREFORE, LET IT BE RESOLVED THAT**, the East Bethel City Council has authorized the submission of an application for Metropolitan Council Tax Base Revitalization Account grant funds and, if the City is awarded a Tax Base Revitalization Account grant for this project, the City will be grantee and agrees to act as legal sponsor to administer and be responsible for grant funds expended for the project contained in the Tax Base Revitalization grant application submitted on November 3, 2014.

Adopted this 15<sup>th</sup> day of October, 2014 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Robert H. DeRoche, Mayor

ATTEST:

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Jack Davis, City Administrator

**City of East Bethel**  
**October 15, 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
Arena Operations	Bldgs/Facilities Repair/Maint	227078	Air Mechanical	615	49851	\$2,691.00
Central Services/Supplies	Information Systems	10 2014	Midcontinent Communications	101	48150	\$1,278.00
						<b>\$3,969.00</b>



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

October 15, 2014

\*\*\*\*\*

**Item Number:**

8.0 A.1

\*\*\*\*\*

**Agenda Item:**

Proposed Septic System Ordinance Amendments

\*\*\*\*\*

**Requested Action:**

Consider discussion of amending City Code Chapter 74, Section II

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**Background Information:**

City Staff is recommending amending the Septic Ordinance Chapter 74, Section II of the East Bethel City Code. The proposed changes are necessary to reflect the recent changes in the State Code, 145 A. 05 and 115.55 and in the MPCA Administrative Rules Chapters 7080 through 7083.

Adoption of the proposals would update our current Ordinance with the recent revisions to the State Statutes and MPCA Administrative Rules and clarify areas of ambiguity present in our Code.

Adoption of the new state regulations would provide less restrictive standards in the following areas:

- The State allows each City to permit a 15% reduction in vertical separation between the bottom of the drainfield to the restricting layer or redoximorphic features on existing septic system.
- Setback from detached accessory buildings with no basements, on the same property may be reduced by 50% if approved by the Building Official
- Modification of tank size requirements to a smaller size.

Changes for Statute and Administrative Rule compliance and others recommended by Staff are included in Attachment 2 and are indicated by an underline.

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**Attachments:**

Attachment 1- Existing Ordinance

Attachment 2- Proposed Ordinance 74, Section II

Attachment 3- Summary of Proposed Changes

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**Recommendations:**

Staff recommends consideration of discussion to amend Chapter 74, Section II (Ord. No. 61F, § 10, 2-16-2005; Ord. No. 61G, § 11, 10-18-2006) to comply with the changes as noted in Attachment 2.

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

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

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

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

**ARTICLE II. - SEWAGE TREATMENT****Sec. 74-19. - Purpose and intent.**

The purpose of the sewage and wastewater treatment and disposal standards shall be to provide minimum standards for and regulation of individual sewage treatment systems (ISTS) and septage disposal, including the proper location, design, construction, operation, maintenance and repair to protect surface water and groundwater from contamination by human sewage and waterborne household and commercial waste; to protect the public's health and safety, and eliminate or prevent the development of public nuisances pursuant to the authority granted under Minn. Stats. chs. 115 and 145A and Minnesota Rules ch. 7080, as amended, that may pertain to sewage and wastewater treatment in the city.

*(Ord. No. 61F, § 1(1.1), 2-16-2005; Ord. No. 61G, § 1(1.1), 10-18-2006)*

**Sec. 74-20. - Applicability.**

This article shall apply to those sites, properties or facilities which are licensed, permitted, or otherwise regulated by city ordinance, and/or located within the city.

*(Ord. No. 61F, § 1(1.2), 2-16-2005; Ord. No. 61G, § 1(1.2), 10-18-2006)*

**Sec. 74-21. - Authority.**

The ordinance from which this article is derived is adopted pursuant to the authorization contained in Minn. Stats. §§ 145A.05 and 115.55.

*(Ord. No. 61F, § 1(1.3), 2-16-2005; Ord. No. 61G, § 1(1.3), 10-18-2006)*

**Sec. 74-22. - Administration.**

This article shall be administered by the city building department. The term "department," where used in this article, means the city building department.

*(Ord. No. 61F, § 2(2.1), 2-16-2005; Ord. No. 61G, § 2(2.1), 10-18-2006)*

**Sec. 74-23. - Compliance.**

No person shall cause or permit the location, construction, alteration, extension, conversion, operation, or maintenance of any individual sewage treatment system, except in full compliance with the provisions of this article.

*(Ord. No. 61F, § 2(2.2), 2-16-2005; Ord. No. 61G, § 2(2.2), 10-18-2006)*

**Sec. 74-24. - Conditions.**

Violation of any condition imposed by the city on a license, permit, or variance shall be deemed a violation of this article and subject to the penalty provisions set forth in section 74-41.

*(Ord. No. 61F, § 2(2.3), 2-16-2005; Ord. No. 61G, § 2(2.3), 10-18-2006)*

**Sec. 74-25. - Standards adopted by reference.**

The city hereby adopts, by this reference, Minnesota Rules chs. 7080 and 4725, along with any future amendments.

*(Ord. No. 61F, § 2(2.4), 2-16-2005; Ord. No. 61G, § 2(2.4), 10-18-2006)*

**Sec. 74-26. - Permits.**

- (a) No person shall install, alter, or extend any individual sewage treatment system in the city without first applying for and obtaining a permit from the building department and at the same time paying a fee as listed in the fee schedule determined by resolution by the city council. Staff will notify the permittee of an incomplete application, when the requirements are met a permit will be issued. Such permit shall be valid for a period of 12 months from the date of issuance.
- (b) A full septic design meeting the requirements of Minnesota Rules § 7080.0110, subpt. 5a must be submitted before a building permit for new construction is approved. The septic design and house plans must indicate the same number of bedrooms. In the event there is a discrepancy in the number of bedrooms, the building permit will not be issued until the discrepancy is resolved to the satisfaction of the building department.
- (c) When weather does not allow a full site evaluation to be completed, a design of the worst case scenario shall be submitted. Worst case scenario shall be a mound system, septic tanks and lift station. If the county soil survey is consulted and research of neighboring systems indicates that an in ground system is appropriate, that may be designed. A site-specific design is required to be submitted when weather permits.

*(Ord. No. 61F, § 2(2.5), 2-16-2005; Ord. No. 61G, § 2(2.5), 10-18-2006)*

**Sec. 74-27. - Inspections.**

The permittee shall notify the city prior to the completion and covering of the ISTS. The installation and construction of the ISTS shall be in accordance with the permit requirements and application design. Inspections will be made at least once during the construction of the ISTS at such time to assure that the system has been constructed per submitted and approved design.

- (1) No part of the system shall be covered until it has been inspected and accepted by the inspector unless prior arrangements have been made.
- (2) Proposals to alter the permitted construction will require an amended design be submitted to the building department for review.
- (3) It shall be the responsibility of the property owner or authorized agent to schedule an inspection on the workday preceding the day inspection is desired.
- (4) The permittee shall complete a signed as-built drawing indicating the location and setbacks of all tanks and soil treatment area. The location of the manhole covers on the septic tanks must be noted by measuring from two points of the structure to the center of the cover. As-built must be submitted to the city inspector at the time of inspection.
- (5) If proper notice is given and the inspector does not appear for an inspection within two hours after the time is set, the permittee may complete the installation. The permittee shall then file a signed as-built, including photographs of the system prior to covering, with the city within five working days. The as-built shall include a certified statement that the work was installed in accordance with submitted design and permit conditions and that it was free from defects.

Upon satisfactory completion and final inspection of the system, the inspector shall issue a certificate of compliance. If upon inspection the inspector discovers that any part of the system is not constructed in accordance with the minimum standards provided in this article, the inspector shall give the applicant written notification describing the defects. The applicant shall be responsible for the correction or elimination of all defects, and no system shall be placed or replaced in service until all defects have been corrected or eliminated.

*(Ord. No. 61F, § 2(2.6), 2-16-2005; Ord. No. 61G, § 2(2.6), 10-18-2006)*

#### **Sec. 74-28. - Operation guarantee.**

Neither the issuance of a permit nor the inspection of a system shall constitute any warranty or guarantee of operation of the system.

*(Ord. No. 61F, § 2(2.7), 2-16-2005; Ord. No. 61G, § 2(2.7), 10-18-2006)*

#### **Sec. 74-29. - Existing system compliance inspections.**

An ISTS shall require a compliance inspection when any of the following conditions occur:

- (1) A building permit which requires a plan review is applied for in a shoreland management area (1,000 feet of a lake, pond or flowage; or 300 feet of a river or stream or the landward extent of a floodplain).
- (2) A tract of land located within the shoreland management area on which a dwelling is located is offered for sale or transferred to another party.
- (3) The addition of a bedroom on the property, or variance issued in accordance with Minnesota Rules § 7080.0305, subpt. 3 (general requirements for local units of government). If a request for an additional bedroom or variance is received between November 1 and April 30, the city may issue a permit or variance immediately with the requirement that a compliance inspection be completed by the following June 1 and the applicant submits a certificate of compliance by the following September 30. If a system is deemed noncompliant and is not an imminent public health threat, a property owner applying for a building permit to construct a bedroom addition has ten months from the date of issuance of such permit to bring the system into compliance.
- (4) If an existing system (constructed prior to April 1, 1996) is not an immediate public health threat, the tank is watertight and provides at least two feet of soil separation, the system does not need to be upgraded, repaired or replaced or its use discontinued, as long as the system is not located in the shoreland area, wellhead protection areas (200 feet from any public water supply well, that is any well serving 25 persons or more for 60 days of the year) or serving as a food, beverage, or lodging establishment. The three-foot rule applies in those circumstances.
- (5) Certificates of compliance or notices of noncompliance shall be issued on the state pollution control agency's (MPCA) inspection form for existing septic systems. Copies shall be provided to the property owner and city within 30 days.

*(Ord. No. 61F, § 2(2.8), 2-16-2005; Ord. No. 61G, § 2(2.8), 10-18-2006)*

#### **Sec. 74-30. - Failing septic systems.**

As defined by Minnesota Rules § 7080.0020, subpt. 16b:

- (1) A failing ISTS shall be upgraded, replaced or its use discontinued within ten months. The building department will give consideration to weather conditions as it applies to compliance dates. A septic design by a certified septic professional must be submitted to the building department for review prior to any repair.
- (2) Any ISTS which poses an imminent threat to public health and safety shall be brought into compliance with this article within a period of 90 days. Discharge from the tank must be restricted immediately and regular pumping of the tanks by a MPCA licensed septic professional must be done to prevent the discharge of effluent until the repairs are made. A septic design by a certified septic professional must be submitted to the building department for review prior to any repair except for restriction of discharge.

*(Ord. No. 61F, § 2(2.9), 2-16-2005; Ord. No. 61G, § 2(2.9), 10-18-2006)*

**Sec. 74-31. - License requirements.**

No person shall engage in the evaluation, inspection, design, installation, construction, alteration, extension, repair, maintenance or pumping of on-site individual sewage treatment systems without first obtaining a license to perform such tasks from the MPCA.

*(Ord. No. 61F, § 2(2.10), 2-16-2005; Ord. No. 61G, § 2(2.10), 10-18-2006)*

**Sec. 74-32. - Soil treatment area requirements.**

All lots created after January 1, 1998, shall have a tested soil treatment area suitable for two standard systems as defined by Minnesota Rules ch. 7080. The area must be large enough to accommodate two systems of 5,000 square feet each, and must be so identified and protected from all construction traffic.

*(Ord. No. 61F, § 2(2.11), 2-16-2005; Ord. No. 61G, § 2(2.11), 10-18-2006)*

**Sec. 74-33. - Holding tanks.**

- (a) Holding tanks shall not be used as a sanitary system for new residential construction or for improvements greater than 50 percent of the assessed value of the structure at the time of the application for the improvement. Subsequent improvements shall count towards the 50 percent value limit for improvement.
- (b) Holding tanks shall only be used as a corrective action for sewage disposal for preexisting uses when a standard treatment system cannot be installed.
- (c) Undeveloped lots of record on which a holding tank is the only practical means of sewage disposal are unsuitable for residential use.
- (d) Holding tanks must have a visual or audio alarm for the prevention of overflow.

*(Ord. No. 61F, § 2(2.12), 2-16-2005; Ord. No. 61G, § 2(2.12), 10-18-2006)*

**Sec. 74-34. - Standard systems.**

- (a) Standard systems shall take priority for new construction and on upgrades where those systems

can be reasonably installed.

- (b) Standard systems shall be defined as systems constructed in unaltered soils and are drainfields, pressure beds, at-grades, and mounds.
- (c) Systems classified as other or performance shall meet the requirements of Minnesota Rules §§ 7080.0178 and 7080.0179.

*(Ord. No. 61F, § 3, 2-16-2005; Ord. No. 61G, § 3, 10-18-2006)*

**Sec. 74-35. - Performance; other systems.**

- (a) Performance/other septic systems are allowed as an option to homeowners. Performance/other systems will be subject to additional permitting and monitoring in pursuant with MPCA requirements and will include:
  - (1) Initial permit fee for a performance/other system will be based on the current fee for the type of system to be installed plus an additional amount to offset administrative costs.
  - (2) A mitigation plan must be submitted with the septic system design. The mitigation plan must indicate the procedure to be implemented if the system does not perform as designed.
  - (3) A water meter is required.
  - (4) Time dosing of the system is required.
  - (5) Monitoring and maintenance performed by a certified ISTS professional licensed by the MPCA.
  - (6) Separate wastewater treatment permit issued on a yearly basis for performance systems on condition of wastewater analysis.
  - (7) A yearly wastewater analysis, conducted by a certified laboratory, must be submitted at the time of permit renewal for a performance system.
  - (8) In the event the wastewater analysis indicates the system is not treating the wastewater as planned or the system fails: the mitigation plan must be implemented.
- (b) Performance systems will be required to submit the manufacturer's technical report regarding the effluent treatment procedure including a certified independent laboratory testing of the treated effluent.

*(Ord. No. 61F, § 4, 2-16-2005; Ord. No. 61G, § 4, 10-18-2006)*

**Sec. 74-36. - Site evaluation and design requirements.**

The following are site evaluation and design requirements for septic tanks:

- (1) Requirements of Minnesota Rules §§ 7080.0110 and 7080.0115 must be followed.
- (2) A minimum of two soil borings are to be conducted within the primary treatment area and one soil boring in the secondary treatment area.
- (3) The larger soil sizing factor must be used when there is a discrepancy between the soil texture and percolation test or a justification for a smaller sizing shall be submitted with the design

report.

- (4) Include the percent and direction of slope on site evaluations along with elevations of the trenches, corners of the pressure bed or rock bed of the mound.

Table 1. Septic Tank Requirements

Number of Bedrooms	Minimum Septic Tank Requirements
2 or less	1,250 gallons
3 or 4	1,500 gallons with 2 compartments or multiple tanks
5 or 6	2,000 gallons with 2 compartments or multiple tanks with equivalent liquid capacity
7 or more bedrooms	The septic tank shall be sized as an "other" establishment

Systems designed with aerobic tanks must be equipped with trash traps sized according to the manufacturer's recommendations.

Pressurized systems will be required to have a separate 1,000 gallon pump tank.

*(Ord. No. 61F, § 5, 2-16-2005; Ord. No. 61G, § 5, 10-18-2006)*

**Sec. 74-37. - Construction and setback requirements.**

- (a) The building sewer pipe extending from the house to the tank shall not be less than four inches in diameter and must meet the strength requirements of Schedule 40 plastic pipe. The pipe shall be supported in such manner so that there is no deflection during backfilling and subsequent settling of the soil between the building foundation and the inlet to the septic tank shall not affect the flow within the pipe.
- (b) Construction of the line shall provide a grade of not less than one-eighth inch per foot for minimum grades as recommended by the state pollution control agency. No 90-degree ells shall be permitted, and where the direction of the sewer is changed in excess of 22½ degrees accessible cleanouts shall be provided.
- (c) The sewer pipe extending from the tank to the distribution medium must meet the strength requirements of Schedule 40 plastic pipe. Sewer pipelines, manholes and other appurtenances shall be constructed in accordance with the state plumbing code and state pollution control agency requirements. The pipe shall be supported or sleeved in such manner so that there is no deflection during backfilling and subsequent settling of the soil shall not affect the flow within the pipe.
- (d) Setbacks from buildings, property lines and wells shall be in accordance with the requirements of Minnesota Rules chs. 7080 and 4725.

*(Ord. No. 61F, § 6, 2-16-2005; Ord. No. 61G, § 6, 10-18-2006)*

**Sec. 74-38. - Septage disposal.**

No person shall dispose of the contents of any septic tank, privy, or cesspool in any manner within the city without a site evaluation conducted by a certified septic professional and written permission from the department.

*(Ord. No. 61F, § 7, 2-16-2005; Ord. No. 61G, § 7, 10-18-2006)*

**Sec. 74-39. - Maintenance.**

- (a) The owner of an individual sewage treatment system or the owner's agent shall regularly, but in no case less frequently than every three years measure or remove the accumulations of scum, which includes grease and other floating materials at the top of each septic tank and compartment along with the sludge, which includes the solids denser than water.
- (b) Failure on the part of the property owner to have an on-site sewage disposal system cleaned when said system is found to require cleaning shall be cause for the city to provide for the cleaning service and provide the property owner with an advance notification of the date the system will be cleaned. The cost of this service shall be assessed to the property owner.

*(Ord. No. 61G, § 8, 10-18-2006)*

**Sec. 74-40. - Prohibited systems.**

Graveless pipe and warrantee systems are prohibited within the city.

*(Ord. No. 61F, § 8, 2-16-2005; Ord. No. 61G, § 9, 10-18-2006)*

**Sec. 74-41. - Enforcement.**

- (a) Any person who violates any of the provisions of this article or who makes any false statement on a certificate of compliance shall be guilty of a misdemeanor, punishable as provided in section 1-14
- (b) In the event of a violation of this article, in addition to the other remedies, the city attorney may institute appropriate actions or proceedings to prevent, restrain, correct or abate such violations.

*(Ord. No. 61F, § 9, 2-16-2005; Ord. No. 61G, § 10, 10-18-2006)*

**Sec. 74-42. - Subject to change.**

The requirements of this article are intended to be comparable to the environmental protection agency (EPA), Minnesota pollution control agency (MPCA), and the Minnesota department of health (MDH) standards. Should this article differ from other agency standards or should EPA, MPCA, or MDH standards change, the more strict standards shall apply. Any fee pertaining to this article may be changed by resolution of the city council.

*(Ord. No. 61F, § 10, 2-16-2005; Ord. No. 61G, § 11, 10-18-2006)*

Ordinance Chapter 74

ADOPTING CHAPTER 74 OF THE EAST BETHEL CITY CODE.

SEWAGE TREATMENT

**(PROPOSED SEPTIC SYSTEM ORDINANCE FOR 2014)**

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- Section 74-19. Purpose and intent.
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- Section 74-26. Permit.
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- Section 74-28. Treatment required.
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- Section 74-35. Inspections.
- Section 74-36. Compliance.
- Section 74-37. Prohibited systems.
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- Section 74-39. Operation guarantee.
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- Section 74-43. Sewer pipe.
- Section 74-44. Setback requirements.
- Section 74-45. Setback reduction.
- Section 74-46. Variances.
- Section 74-47. Septic tank maintenance.
- Section 74-48. Compliance inspection.
- Section 74-49. Allowable reduction for existing systems.
- Section 74-50. Failing systems and septic systems which pose an imminent public health threat.
- Section 74-51. Escrow for a new or replacement septic system.
- Section 74-52. Change in use or condition of the system has changed or been altered.
- Section 74-53. Holding tanks.
- Section 74-54. Floodplain.
- Section 74-55. Class V injection wells.
- Section 74-56. Septage disposal.
- Section 74-57. Prohibit surface discharge.

Section 74-58. Subject to change.  
Section 74-59. Misdemeanor.  
Section 74-60. Injunctive relief.  
Section 74-61. Civil action.  
Section 74-62. Effective date.

**Section 74-19. Purpose and intent.**

The purpose of the sewage and wastewater treatment and disposal standards shall be to provide minimum standards for and regulation of Subsurface Sewage Treatment Systems (SSTS) and septage disposal, including the proper location, design, construction, operation, maintenance and repair to protect surface water and groundwater from contamination by human sewage and waterborne household and commercial waste; to protect the public's health and safety, and eliminate or prevent the development of public nuisances pursuant to the authority granted under Minnesota Statutes 145A.05, 115.55 and Minnesota Rules chapter 7080 through 7083 as amended, that may pertain to sewage and wastewater treatment in the city.

**Section 74-20. Applicability.**

This article shall apply to those sites, properties or facilities which are licensed, permitted, or otherwise regulated by city ordinance, and/or located within the city.

**Section 74-21. Authority.**

The ordinance from which this article is derived is adopted pursuant to the authorization contained in Minn. Stats.145A.05, 115.55, and Minnesota Administrative Rules Chapter 7082.

**Section 74-22. Administration.**

This article shall be administered by the city building department. The term "department" where used in this article, means the city building department.

**Section 74-23. Minnesota rules adopted.**

Minnesota Administrative Rules Chapters 7080 through 7083, along with any future amendments relating to subsurface sewage treatment systems, are hereby adopted by reference and made a part of this ordinance as if fully set forth herein.

**Section 74-24. System abandonment.**

Septic tanks that are no longer intended to be used must be abandoned. Septic tanks must be pumped and removed, crushed, or filled in with sand. A septic system, or component thereof, that is no longer intended to be used must also be abandoned in accordance with Minnesota Rules chapter 7080.2500. The contractor must also fill out a Minnesota SSTS abandonment reporting form and submit a copy to the City.

**Section 74-25. Enforcement.**

- (1) Violation of any condition imposed by the city on a license, permit or variance, or any false statement shall be guilty of a misdemeanor, punishable as provided in section 1-14.
- (2) Work conducted without a permit or inspections shall be deemed an Imminent Public Health and Safety Threat and shall be discontinued within 24 hours. Any person performing SSTS work, or installed an SSTS without the required permit shall be guilty of a misdemeanor, punishable as provided in section 1-14.

#### **Section 74-26. Permits.**

- (1) No person shall install, alter, or extend any sewage treatment system in the city without first applying for and obtaining a permit from the building department and, at the same time, paying a fee as listed in the fee schedule determined by resolution by the city council. When all the requirements are met a permit will be issued. Such permit shall be valid for a period of 12 months from the date of issuance.
- (2) Work on a septic system shall only be performed by a Minnesota certified SSTS person with the appropriate business license. Any person performing work on a septic system without the required licenses or in violation of this ordinance is guilty of a misdemeanor, punishable as provided in section 1-14.
- (3) Permit fee shall be doubled for any work conducted without first obtaining a permit.
- (4) A full septic design meeting the requirements of Minnesota Chapter 7080 or Chapter 7081 must be submitted before a building permit for new construction is approved. The septic design and house plans must indicate the same number of bedrooms. In the event there is a discrepancy in the number of bedrooms, the building permit will not be issued until the discrepancy is resolved to the satisfaction of the building department.
- (5) Permit applications for new and replacement SSTS shall include a management plan for the owner that includes a schedule for septic tank maintenance.
- (6) When weather does not allow a full site evaluation to be completed, a design of the worst case scenario shall be submitted. Worst case scenario shall be a mound system, septic tanks and lift station. When weather permits, a full site evaluation and a new design may be submitted to the building department for review.

#### **Section 74-27. Operating permit.**

An operating permit shall be required of all owners of new holding tanks, type IV and V systems; MSTs and other SSTS that the Department has determined requires operational oversight. Application for an operating permit shall be made on a form provided by the Department or by the State. The owner of holding tanks installed after the effective date of this ordinance shall provide the Department with a copy of a contract with a licensed sewage maintenance business for monitoring and removal of holding tank contents.

#### **Section 74-28. Treatment required.**

All sewage generated, in unsewered areas shall be treated and dispersed by an approved SSTS or a system permitted by the Minnesota Pollution Control Agency.

#### **Section 74-29. Soil treatment area.**

For lots platted after April 1, 1996, a design shall locate space for two soil treatment areas. All lots created after January 1, 1998, shall have a tested soil treatment area suitable for two type I systems (standard systems) as defined by Minnesota Rules chapter 7080 and 7081. The area must be large enough to accommodate two systems. The area shall be at least 5,000 square feet for each system unless approved by the Building Official, and must be protected by fencing to keep construction traffic off.

#### **Section 74-30. Type I systems (standard systems).**

- (1) Type I systems shall take priority for new construction and on upgrades where those systems can be reasonably installed.
- (2) Type I systems shall be defined as systems constructed in unaltered soils and are trenches, pressure beds, at-grades, or mound systems.
- (3) Type I systems shall be designed according to Minnesota 7080.2200.

**Section 74-31. Type II systems.**

- (1) Floodplain areas MN 7080.2270.
- (2) Privies MN 7080.2280.
- (3) Holding tanks MN 7080.2290.

**Section 74-32. Type III systems.**

As defined in Minnesota Chapter 7080.2300.

**Section 74-33. Type IV systems.**

As defined in Minnesota Chapter 7080.2350. Type IV Systems shall be designed by a Minnesota SSTS certified intermediate designer (less than 2,500 gpd) or advanced designer.

**Section 74-34. Type V Systems.**

As defined in Minnesota Chapter 7080.2400. Type V Systems shall be designed by a Minnesota SSTS certified advanced designer with a licensed professional engineer.

**Section 74-35. Inspections.**

The permittee shall notify the city prior to the completion and covering of the subsurface sewage treatment system (SSTS). The installation and construction of the SSTS shall be in accordance with the permit requirements and the approved design. Inspections will be made during the construction of the SSTS to assure that the system has been constructed per approved design.

- (1) A test pit is required to verify the depth of redoximorphic features prior to the installation of the drainfield. The pit shall be provided by the contractor. The test pit must be wide enough to allow a safe environment for the inspector. The pit shall also be in a location approved by the inspector.
- (2) The inspector shall verify soil separation between the bottom of the drainfield and any restrictive layer, water table or redoximorphic features.
- (3) No part of the system shall be covered until it has been inspected and approved by the inspector, unless prior arrangements have been made.
- (4) Proposals to alter the permitted construction will require an amended design be submitted to the building department for review.
- (5) It shall be the responsibility of the property owner or authorized agent to schedule an inspection on the workday preceding the day inspection is desired.
- (6) The installer shall complete a signed as-built drawing indicating the location and setbacks of all tanks and soil treatment area. The location of the manhole covers on the septic tanks must be noted by measuring from two points of the structure to the center of the cover. As-built must be submitted to the city inspector at the time of inspection.
- (7) If proper notice is given and the inspector does not appear for an inspection within two hours after the time is set, the installer may complete the installation. The installer shall then file a signed as-built, including photographs of the system prior to covering, with the city within five working days. The as-built shall include a certified statement that the work was installed in accordance with the approved design and permit conditions, and that it was free from defects.
- (8) Upon satisfactory completion and final inspection of the system, the inspector shall issue a certificate of compliance. If upon inspection the inspector discovers that any part of the system is not constructed in accordance with the minimum standards provided in this article, the inspector shall give the applicant written notification describing the defects. The applicant shall be responsible for the correction or elimination of all defects, and no system shall be placed or replaced in service until all defects have been corrected or eliminated.

### **Section 74-36. Compliance.**

No person shall cause or permit the location, construction, alteration, extension, conversion, operation, or maintenance of a subsurface sewage treatment system, except in full compliance with the provisions of this ordinance.

### **Section 74-37. Prohibited systems.**

Graveless pipe, drip systems and warrantee systems are prohibited within the city.

### **Section 74-38. Conflict resolution.**

Subsurface sewage treatment systems regulated under this ordinance, conflicts and other technical disputes over new construction, replacement, and existing systems will be reviewed by the Building Official. Soils conflicts will be resolved following 7082.0700 Subp.5.

### **Section 74-39. Operation guarantee.**

Neither the issuance of a permit nor the inspection of a system shall constitute any warranty or guarantee of operation of the system.

### **Section 74-40. Minimum qualification.**

Site evaluation, system design, installation, construction, alteration, extension, repair, inspection, and system pumping and servicing shall be performed by Minnesota Pollution Control Agency licensed SSTS businesses or qualified employees of this city. Any work performed on a septic system without the required licenses or permits is in violation of this ordinance and is guilty of a misdemeanor, punishable as provided in section 1-14.

### **Section 74-41. Site evaluation and design requirements.**

The following are site evaluation and design requirements for septic systems:

- (1) Minnesota SSTS Rules must be followed.
- (2) At least one additional bedroom shall be added in the design of a septic system with an unfinished basement.
- (3) Minimum of three (3) soil borings are to be conducted within the primary treatment area, and one (1) soil borings in the secondary treatment area.
- (4) Minimum of one (1) percolation test is to be conducted within the primary treatment area. The percolation test shall be conducted near the center of the drainfield location.
- (5) The designer shall include the direction and percent of slope on site evaluation, along with elevation of the drainfield.
- (6) For vacant lots platted after April 1, 1996, a design shall locate space for a second soil treatment area.

### **Section 74-42. Minimum septic tank capacity for dwellings, and pump tank sizes, and other tank requirements.**

- (1) Septic tank capacity for dwellings must be sized according to MPCA 7080.1930 Table V.
- (2) 4 or more bedrooms also require 2 compartments, or multiple tanks.
- (3) Pressurized systems require a separate 1,000 gallon pump tank.

### **Section 74-43. Sewer pipe.**

The building sewer pipe extending from the house to the tank shall not be less than four inches in diameter and must meet the strength requirements of Schedule 40 plastic pipe, and no 90 degree ells shall be permitted. The pipe shall be supported or sleeved in such manner so that there is no deflection during backfilling or settling of the soil. Schedule 40 plastic pipe is also required from the septic tank to another tank or to the distribution medium.

#### **Section 74-44. Setback requirements.**

Setback from buildings, property lines and wells shall be in accordance with the requirements of Minnesota Rules chapter 7080.2150.

#### **Section 74-45. Setback reduction.**

Setback from detached accessory buildings or garages with no basements, on the same property may be reduced by 50% if approved by the Building Official.

#### **Section 74-46. Variances.**

Variances may only be approved for setback to property lines. Variances must be approved by the City Council.

#### **Section 74-47. Septic tank maintenance.**

- (1) The owner of an individual sewage treatment system or the owner's agent shall regularly, but in no case less frequently than every three years measure or remove the accumulations of floating materials at the top of each septic tank, along with the sludge, which includes the solids denser than water. Whenever the top of the sludge layer is less than 12 inches below the bottom of the outlet baffle, or the bottom of the scum layer is less than 3 inches above the bottom of the bottom of the outlet baffle, the owner or the owner's agent shall have the tank pumped. Pumping of the tank must be completed by a MPCA certified pumper.
- (2) Failure to have the septic tanks cleaned when the system is found to require cleaning shall be cause for the city to provide for the cleaning service, and provide the property owner with an advance notification of the date the system will be cleaned. The cost of this service shall be assessed to the property owner.

#### **Section 74-48. Compliance inspection.**

An SSTS compliance inspection is required:

- (1) For a new or replacement SSTS.
- (2) Before the sale or property transfer within the city.
- (3) When adding a bedroom.
- (4) When a parcel having an existing system undergoes development, subdivision, or split.
- (5) In Shoreland Management Areas: When a building permit is required for building, remodeling, alterations, additions or a variance is received in a shoreland management area (any part of the property within the shoreland management area) between December 1<sup>st</sup> and May 1<sup>st</sup> the city may issue a permit or variance immediately with the requirement that a compliance inspection be completed by June 1<sup>st</sup> and the applicant submits a certificate of compliance within 15 days. If a system is deemed noncompliant and is not an imminent public health threat, a property owner has ten (10) months to bring the system into compliance. If the owner fails to get a compliance inspection on the septic system or to bring the system into compliance after the required ten (10) months after receiving notice of a failing system, the owner is in violation of city ordinance and is guilty of a misdemeanor and must bring the septic system into compliance. If the owner does not bring the septic system into compliance within the time required by code, a stop work order will be posted and no work or inspections for the building will be permitted until the septic system is brought into compliance.

- (6) If an existing system (constructed prior to April 1, 1996) is not an immediate public health threat, the tank is watertight and provides at least two (2) feet of soil separation, the system does not need to be upgraded, repaired or replaced or its use discontinued, as long as the system is not located in the shoreland area, wellhead protection areas (200 feet from any public water supply well, that is any well serving 25 persons or more for 60 days of the year) or serving as a food, beverage, or lodging establishment. The three (3) foot rule applies in those circumstances with the 15 percent reduction in separation permitted by this ordinance.
- (7) Certificates of compliance or notices of noncompliance shall be issued on the state pollution control agency's (MPCA) inspection form for existing septic systems. Copies shall be provided to the property owner and city within 15 days.

**Section 74-49. Allowable reduction for existing systems.**

Compliance Inspection; 15 Percent Vertical Separation Reduction. Minnesota Administrative Rules 7080.1500, subp. 4D is amended to allow 15 percent reduction of vertical separation (separation distance no less than 30.6 inches) may be determined to be compliant for existing systems to account for settling and variable interpretations. The 15 percent reduction is permitted on all septic system constructed after April 1, 1996.

**Section 74-50. Failing septic systems and septic systems which pose an imminent public health threat.**

- (1) A failing SSTS that is failing to protect groundwater shall be upgraded, replaced or its use discontinued within ten (10) months. The building department will give consideration to weather conditions as it applies to compliance dates. If the system is not upgraded or replaced within ten (10) months and can't be installed due to weather conditions, then money shall be placed in escrow until a new system can be installed or repairs can be made. A septic design by a certified septic professional must be submitted to the building department for review, and a permit issued prior to any repair, except for restriction of discharge.
- (2) Any SSTS which poses an imminent threat to public health and safety shall be brought into compliance with this article within a period of 90 days. Discharge from the tank must be restricted immediately and regular pumping of the tanks by a MPCA licensed septic professional must be done to prevent the discharge of effluent until the repairs are made. If the system is not upgraded or replaced within 90 days and can't be installed due to weather conditions, then money shall be placed in escrow until a new system can be installed or repairs can be made. A septic design by a certified septic professional must be submitted to the building department for review, and a permit issued prior to any repair, except for restriction of discharge.

**Section 74-51. Escrow for a new or replacement septic system.**

From December 1<sup>st</sup> through May 1<sup>st</sup> escrow for a new or replacement septic system may be held at 125% of the cost of a new septic system. At least two (2) septic system bids are required to determine the cost of a new or replacement system; the larger of the two bids must be used to determine the escrow amount.

**Section 74-52. Change in use or condition of the system has changed or been altered.**

A certificate of compliance may be voided if, subsequent to the issuance of the certificate, the use of the premises or condition of the system has changed or been altered.

**Section 74-53. Holding tanks.**

- (1) Holding tanks shall not be used as a sanitary system for new residential construction or for improvements greater than 50 percent of the assessed value of the structure at the time of the application for the improvement. Subsequent improvements shall count towards the 50 percent value limit for improvement.
- (2) Holding tanks shall only be used as a corrective action for sewage disposal for preexisting uses when a standard treatment system or other systems cannot be installed.
- (3) Holding tanks must have a visual or audio alarm for the prevention of overflow.
- (4) The homeowner of a holding tank shall provide the building department a copy of a contract with a licensed sewage maintenance business for monitoring and removal of the holding tank contents.

**Section 74-54. Floodplain.**

An SSTS shall not be located in a floodway or floodplain. The location within the flood fringe is permitted, provided that the design complies with this ordinance and all rules and statutes.

**Section 74-55. Class V injection wells.**

All owners of new or replacement SSTS that are considered to be Class V injection wells, as defined in the Code of Federal Regulations, title 40, part 144, are required by the Federal Government to submit SSTS inventory information to the Environmental Protection Agency.

**Section 74-56. Septage disposal.**

No person shall dispose the contents of any septic tank, privy, or cesspool in any manner within the city without a site evaluation conducted by a City inspector and written permission from the department.

**Section 74-57. Prohibit surface discharge.**

Surface discharge of sewage from SSTS is prohibited. Unless issued a national pollution discharge elimination system permit by the MPCA.

**Section 74-58. Subject to change.**

The requirements of this article are intended to be comparable to the environmental protection agency (EPA), Minnesota pollution control agency (MPCA), and the Minnesota department of health (MDH) standards. Should this article differ from other agency standards or should EPA, MPCA, or MDH standards change, the more strict standards shall apply. Any fee pertaining to this article may be changed by resolution of the city council.

**Section 74-59. Misdemeanor.**

Any person who fails to comply with the provisions of this ordinance may be charged with a misdemeanor and upon conviction thereof, shall be punished therefore as provided by law. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

**Section 74-60. Injunctive relief.**

In the event of a violation or a threat of violation of this ordinance, the department may institute appropriate actions or proceedings to include injunctive relief to prevent, restrain, correct, or abate such violations or threatened violations; and the City Attorney may institute a civil action.

**Section 74-61. Civil action.**

In the event of a violation of this ordinance, the City may institute appropriate actions or proceedings to include injunctive relief to prevent, restrain, correct, or abate such violations, or threatened violations, and the City Attorney may institute such action.

**Section 74-62. Effective date.**

This ordinance shall be effective immediately upon passage by the City Council.

Section 74-63. Reserved.

Section 74-64. Reserved.

Section 74-65. Reserved.

Section 74-66. Reserved.

Section 74-67. Reserved.

Section 74-68. Reserved.



## Differences between 2013 and 2014 Septic System Ordinances

City Septic System Ordinance 2013	City Septic System Ordinance 2014
Adopted SSTS Rules by Reference	<u>Adopted Administrative Rules Chapters 7080 through 7083, along with future amendments to SSTS and are hereby adopted by reference.</u>
<b>Designs: Site Evaluations:</b> A minimum of two borings are to be conducted within the primary treatment area.	<u>74-41 Designs: Minimum of three (3) soil borings are to be conducted within the primary treatment area, and one in the secondary area. One (1) percolations test is to be conducted within the primary area, near the center of the center of the drainfield. The designer shall include the direction and slope on site elevation as well as the elevation of the drainfield.</u>
<b>Operating Permits:</b> No issuance of a permit or inspection shall guarantee any warranty or guarantee of operation of the system.	<u>74-27 Operating Permits: An operating permit shall be required of all owners' operation of new holding tanks, type IV and V systems or MSTs and other SSTS systems that the Department has determined requires an operational permit. The owner of Holding tanks installed after the effective of this ordinance shall provide Department with a copy of a contract with a sewage maintenance provider.</u>
<b>Setback Reductions:</b> No setback reductions from adopted Minnesota SSTS Rules	<u>74-45 Setback Reductions: Setbacks from detached accessory buildings or garages with no basements, on the same property may be reduced by 50% if approved by the Building Official.</u>
<b>Septic Tank Sizing:</b> Sec 74-36 Table 1, two compartment or multiple tanks required for three (3) or more bedroom home.	<u>74-42 Septic Tank capacity for dwellings must be sized according to MPCA 7080.1930 Table V. Four (4) or more bedrooms also require two (2) compartments, or multiple tanks. Pressurized systems required a separate 1000 gallon pump tank.</u>
<b>Holding Tanks:</b> Minnesota SSTS Rules 7080	<u>74-53 Holding tanks shall not be used as a sanitary system for new residential construction or for improvements greater than 50% of the assessed value. The homeowner of a holding tank(s) shall provide the building department a copy of a contract with a service provider to monitor and pump the tank(s).</u>

<p><b>System Abandonment:</b> Follow Minnesota Rules chapter 7080</p>	<p><u>74-24 Septic tanks that will no longer be in use must be pumped, crushed and abandoned in accordance with Minnesota Rules chapter 7080. The contractor must also fill out a Minnesota SSTS abandonment form and submit it to the City of East Bethel.</u></p>
<p><b>Prohibited Installations:</b> Graveless pipe and warrantee systems.</p>	<p><u>74-37 Prohibited Installations: Graveless pipe, drip systems and warrantee systems.</u></p>
<p><b>Existing Systems:</b> Completed on lots within the Shoreland Overlay District.</p>	<p><u>74-48 Certificate of Compliance: All lots in the City of East Bethel require a Certificate of Compliance. Before the sale or property transfer.</u></p>
<p><b>Certificate of Compliance:</b> Allowable reduction to Seasonally Saturated Soil (mottled soil): None</p>	<p><u>74-49 Certificate of Compliance, Allowable reduction to Seasonally Saturated Soil (redoximorphic features) 15% or no less than 30.6 inches. The reduction is permitted for all systems constructed after April 1, 1996.</u></p>
<p><b>Failing Systems:</b> Any system posing an Imminent Threat to Public Health shall be brought into compliance within 90 days.</p>	<p><u>74-50 Failing Systems: If the System cannot be upgraded or repaired due to weather conditions, money will be placed in escrow until the new system can be installed or repairs made.</u></p>
<p><b>Escrows:</b> Not found in City Ordinance</p>	<p><u>74-51 Escrows: From November 1<sup>st</sup> to May 1<sup>st</sup> escrow for a new or replacement septic system may be held at 125% of the cost of a new system. At least two septic bids are required to determine the cost of a new or replacement system. The larger of the two bids must be used to determine the escrow amount.</u></p>
<p><b>Injunctive Relief:</b> Not found in City Ordinance</p>	<p><u>74-60 Injunctive Relief: In the event of a violation or threat of violation, the department may institute actions or proceedings to include injunctive relief to prevent, restrain, correct or abate such violations or threatened violations. The City Attorney may institute a civil action.</u></p>
<p><b>Misdemeanor:</b> Not found in City Ordinance</p>	<p><u>74-59 Misdemeanor: Any person who fails to comply with the provisions of this ordinance may be charged with a misdemeanor. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.</u></p>



# City of East Bethel City Council Agenda Information

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**Date:**

October 15, 2014

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 F.1

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**Agenda Item:**

Fire Department Report

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**Requested Action:**

Informational only

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**Background Information:**

Chief Mark DuCharme will present the Fire Department report for September 2014.

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**Fiscal Impact:**

None

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**Recommendation(s):**

Informational only.

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**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Incident Number	Incident Date	Alarm Time	Location	Incident Type
381	09/29/2014	16:47	419 237th AVE NE	EMS call
380	09/28/2014	22:58	18164 Highway 65	EMS call
379	09/28/2014	22:39	18978 Greenbrook DR	111 Building fire
378	09/28/2014	13:17	121 Bryant LN NE	Gas leak (natural gas or LPG)
377	09/28/2014	08:15	19128 Jackson ST NE	EMS call
376	09/27/2014	21:07	18164 HWY 65	EMS call
375	09/26/2014	01:31	1046 181st LN NE	EMS call
374	09/25/2014	15:36	23035 Ulysses ST	Gas leak (natural gas or LPG)
373	09/23/2014	17:46	1105 Klondike DR NE	EMS call
372	09/23/2014	16:44	2415 225th AVE NE	EMS call
371	09/23/2014	16:05	2415 225th AVE NE	EMS call
370	09/22/2014	14:40	4200 Thielen BLVD	Dispatched and cancelled en route
369	09/21/2014	09:58	151 Laurel RD	Special type of incident, other
368	09/20/2014	19:03	151 Laurel RD	Building fire
367	09/20/2014	16:19	18164 Highway 65 NE	EMS call
366	09/20/2014	00:53	24355 Hwy 65	EMS call
365	09/19/2014	19:17	2415 225 AVE	EMS call
364	09/19/2014	13:56	20973 National ST NE	Gas leak (natural gas or LPG)
363	09/19/2014	09:49	1253 237 AVE NE	EMS call
362	09/15/2014	19:15	19444 5 TH ST NE	EMS call
361	09/15/2014	08:25	24355 Hwy 65 NE	EMS call
360	09/15/2014	06:27	18118 Jackson ST NE	EMS call
359	09/12/2014	13:28	18164 Hwy 65	Lift Assist
358	09/11/2014	19:57	20561 University AVE NE	EMS call
357	09/11/2014	17:25	18164 65 HWY NE	EMS call
356	09/10/2014	21:25	24355 Highway 65 NE	Dispatched and cancelled en route
355	09/09/2014	16:11	21001 Kenyon ST NE	EMS call
354	09/09/2014	16:07	19919 East Bethel BLVD	EMS call
353	09/09/2014	11:51	1218 Klondike DR NE	611 Dispatched and cancelled en route
352	09/09/2014	03:46	21005 Eveleth ST	EMS call
351	09/08/2014	21:03	21005 Eveleth ST	EMS call
350	09/08/2014	17:34	1607 214th AVE NE	EMS call
349	09/08/2014	16:57	353 Aspen RD	EMS call
348	09/07/2014	09:32	19950 Polk ST NE	EMS call
347	09/06/2014	13:38	20454 65 HWY NE	EMS call
346	09/06/2014	07:13	943 207 LN	Dispatched and cancelled en route
345	09/06/2014	01:33	18313 Lakeview Point DR	EMS call
344	09/06/2014	01:21	1438 215 AVE NE	EMS call
342	09/05/2014	23:41	Lakeshore DR NE	Unauthorized burning
343	09/05/2014	23:36	156 King RD NE	EMS call
341	09/05/2014	11:52	19444 5 ST	EMS call
340	09/05/2014	10:01	21210 Polk ST NE	Dispatched and cancelled en route
339	09/05/2014	08:43	18409 Lakeview Point DR	EMS call
338	09/05/2014	02:37	1728 208 LN NE	EMS call
337	09/04/2014	17:40	21232 Davenport ST NE	EMS call
336	09/04/2014	13:10	22765 Evergreen ST NW	Chimney or flue fire
335	09/01/2014	04:16	18127 Flanders ST	Dispatched and cancelled en route
<b>Total</b>				<b>47</b>







# City of East Bethel City Council Agenda Information

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**Date:**

October 15, 2014

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 G.1

\*\*\*\*\*

**Agenda Item:**

City Administrator Employment Agreement

\*\*\*\*\*

**Requested Action:**

Consider extension of the City Administrator Employment Agreement

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**Background Information:**

The employment agreement for the City Administrator is set to expire on December 31, 2014. Attached is revised agreement with minor changes to clean up language within the contract. There is no proposed change in the compensation for this position.

The proposed Agreement would commence on January 1, 2015 and continuing thereafter until December 31, 2016 or until otherwise terminated pursuant to the provisions of the contract. This proposed contract would automatically renew for an additional 2-year period unless either party provides written notice to the other on or before July 1, 2016 of intent not to renew this contract, in which case this contract shall terminate as of December 31, 2018. Employee agrees to remain in the exclusive employ of the City until this contract is terminated.

The new contract is identical to the existing agreement with the exception of the noted changes. The City Administrator position receives only those benefits as provided to any other City employee.

\*\*\*\*\*

**Attachments:**

Attachment 1- Employment Agreement with proposed changes

Attachment 2- Employment Agreement, clean copy

\*\*\*\*\*

**Fiscal Impact:**

Funds for this position have been budgeted for 2015 and there are no proposals in the attached agreement for any increase in this amount for the upcoming budget year.

\*\*\*\*\*

**Recommendation(s):**

Council is requested to consider the extension of the attached agreement for the term as indicated.

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**City Council Action**

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

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

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

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

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

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the City of East Bethel, State of Minnesota, a municipal corporation, hereinafter referred to as "the City", and Charles L. "Jack" Davis, hereinafter referred to as "Employee."

WHEREAS, the City desires to ~~employ~~ **continue** the services of Charles L. "Jack" Davis as City Administrator of the City as provided by the laws of the State of Minnesota and relevant to ordinances of the City of East Bethel; and,

WHEREAS, Employee desires to ~~accept~~ **continue** employment as the City Administrator of the City; and;

WHEREAS, it is the desire of the City to provide certain benefits establish certain conditions of employment, and to set working conditions of Employee; and,

WHEREAS, it is the desire of the City to (1) secure and retain the services of the Employee and to provide inducement for Employee to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale; and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) to provide a just means for terminating Employee's services at such time as Employee may be unable to fully discharge Employee's duties due or disability or when the City may desire to otherwise terminate Employee's employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### SECTION 1: DUTIES

1.1.1 The City hereby agrees to ~~employ~~ **continue the employment of** Charles L. "Jack" Davis as City Administrator of said City to perform the function and duties specified in the City Administrator's job description, and to perform duties specified under the ordinances of the City of East Bethel and the laws of the State of Minnesota and, such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

1.2 **Hours of Employment.** It is recognized that the duties of Employee's position require Employee to devote a great deal of time outside normal business hours, and for that reason Employee may take compensatory time off during normal business hours, consistent with performing Employee's duties as City Administrator.

### SECTION 2: TERM, DISCHARGE, TERMINATION AND RESIGNATION

#### 2.1 Term

This AGREEMENT shall commence on ~~June 1<sup>st</sup>, 2014~~ **January 1, 2015** and continuing thereafter until December 31, ~~2012~~ **2016** or until otherwise terminated pursuant to the provisions of this contract. This contract shall automatically renew for an additional 2-year period unless either party provides written notice to the other on or before July 1, ~~2012~~ **2016** of intent not to renew

this contract, in which case this contract shall terminate as of December 31, ~~2012~~ 2016. Employee agrees to remain in the exclusive employ of the City until this contract is terminated.

## 2.2 Discharge.

Nothing in this EMPLOYMENT AGREEMENT shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee (discharge) at any time, subject only to the provisions set forth in Section 2.5 paragraph b and c. of this EMPLOYMENT AGREEMENT. Paragraph 2.3 and 2.4 of this Section shall not be in force if the Employee is found to be unable to discharge assigned duties due to any type of disability or inability to perform up to normal standards of City management as determined by an impartial Board of three members agreed upon by the Employee and the City. If Employee and the City cannot agree on an impartial Board of three members, the matter will be submitted to binding arbitration by a single arbitrator assigned by the American Arbitration Association.

## 2.3 Resignation.

The Employee agrees to remain in employment with the City for ~~a period of nineteen (19) months from the date hereof~~ the term hereof. Employee agrees during this time not to seek or accept other offers for employment elsewhere excepting that the employee may seek or solicit other offers of employment within the last 365 days of the term of this contract. Prior to termination of the employment with the City the Employee agrees to assist the City in the necessary search for his replacement making recommendations on same to the City. If the Employee voluntarily resigns his position prior to the scheduled termination of this contract, the severance contained in paragraph 2.5 of this EMPLOYMENT AGREEMENT shall not apply and excepting accrued benefits, no further payments shall be paid to Employee.

For the purposes of this agreement, the Employee shall not be determined to have defaulted or otherwise violated this agreement for accepting or seeking other offers of employment if any one of the following occur:

- a. The Employee receives an adverse annual performance review;
- b. The Employee receives any form of employee sanction or discipline related to the performance of his duties; and,
- c. If the City, at any time, reduces the salary or other financial benefits of the Employee in a greater percentage than in an across the board reduction for all City management employees;
- d. If the Employee receives the suggestion, whether formal or informal, made by 3 of the 5 members of the City Council that he resign or look for work elsewhere;
- e. If the City refuses, following written notice, to comply with the other provisions of this agreement benefiting or affecting the Employee;
- f. If the City formally casts a no confidence vote by 3/5 vote.

## 2.4 Termination for Cause.

Nothing in this EMPLOYMENT AGREEMENT shall prevent, limit, or otherwise interfere with the right of the City to terminate the Employee for cause. Termination for cause may occur during the term of this EMPLOYMENT AGREEMENT because of: nonperformance of the terms of this agreement; a conviction of the Employee of a crime constituting a felony or gross misdemeanor; or, an act or actions of discrimination or harassment occurring within the work place as determined by a court of competent jurisdiction or by a neutral fact finder appointed by the city to investigate and report on any such allegation(s). In the event of termination for cause, the City shall have no obligation to pay any further payments otherwise due under the terms of the EMPLOYMENT AGREEMENT or severance pay as provided for herein. Termination for cause may not be a result of any reorganization by the City that eliminates the position of City Administrator.

## 2.5 Terminations and Severance Pay

The Employee may, at his option, be deemed to be "terminated without cause" within the meaning of this agreement upon the occurrence of any of the following:

- a. If the City, at any time, reduces the salary or other financial benefits of the Employee in a greater percentage than in an across the board reduction for all City management employees;
- b. If the Employee resigns following the suggestion, whether formal or informal, made by 3 of the 5 members of the City Council that he resign;
- c. If the City refuses, following written notice, to comply with the other provisions of this agreement benefiting or affecting the Employee;
- d. The Employee's employment shall be terminated if the City formally votes by 3/5 vote to terminate his employment.

In the event that the Employee's employment is terminated by the City as specified by this paragraph, the City agrees to maintain the employee on the city health and dental insurance systems **contributions** existing as of the date of termination for ~~four (4)~~ **six (6) months** at city cost and pay the Employee a lump sum cash payment as severance pay **per City Personnel Policy** equal to ~~four (4)~~ **six (6) months'** net (defined as the base wage without incentives, i.e. educational, supplemental wellness program, etc.) salary based on the current salary of the Employee in effect when the notice of termination is provided by the City or when the event of termination as otherwise prescribed above occurs, whichever event occurs first. Said amount shall be payable in addition to any other salary due the Employee. ~~Additionally employee shall accrue an additional month of severance for every two years of work service he has within his position to a maximum accumulation of 6 years of severance. The accruing severance credit shall be pro-rated to the date of termination.~~

## SECTION 3: SALARY

### 3.1 Salary

The City agrees to pay the Employee for services rendered pursuant hereto an annual salary payable in installments at the same time as other employees of the City are paid. Employee's salary through the term of this contract is as follows:

From the commencement of this contract through the date of termination of this contract, the employee's salary will be based upon an annual base wage of ~~\$118,000~~ **122,161.73** per year paid in established payroll periods as set forth by the City Council from time to time for all employees. The Employee shall receive on January 1, of each year of this contract a cost of living increase as determined by City Council and a step increase as approved in the City's pay plan. Other adjustments to salary and compensation shall be at the discretion and approval of City Council.

### 3.2 Review

The City shall conduct a review of the Employee's performance on or before August 1st of each year or at another date as may be agreed upon by the employee and the city council. The performance review shall not presume an adjustment in salary other than is provided for above.

## SECTION 4: AUTOMOBILE AND OTHER EXPENSES

### 4.1 Automobile.

Ownership of a private automobile and current/valid driver's licensure is required of the employee as a condition of employment under this contract. Employee will be compensated for automobile mileage and usage incurred on behalf of City business at the current IRS reimbursement mileage rate. Mileage records compliant with Internal Revenue Code requirements shall be maintained by the employee and shall be provided to the City ~~prior to Jan 15th of each year for the previous 12 months~~ **monthly**. Other expenses incurred by employee as are authorized by the city council such as seminars, conferences, meals and lodging incurred in pursuit of city business shall be reimbursed to the employee upon the employee providing the receipts therefore to the City Finance Director.

## SECTION 5: PROFESSIONAL DEVELOPMENT

### 5.1 Professional Associations

The City may budget and, in its discretion, provide for the registration, travel, lodging, and reasonable expenses of the Employee for professional official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City.

## SECTION 6: HEALTH, DENTAL AND LIFE INSURANCE

6.1 The City agrees to pay the Employee's costs to participate in the City's medical, dental, life insurance and disability insurance programs at the same rate as other employees. ~~The City shall not participate in the cost of private insurance owned and maintained by the employee.~~

## SECTION 7: RETIREMENT

7.1 The City is a municipality defined in Minnesota State Statutes, Chapter 475, and is a Public Employee Retirement Association (PERA) participating member. The City Administrator has elected to participate in the PERA retirement program the same as with any other City employee.

## SECTION 8: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### 8.1 Other Conditions

The City shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this EMPLOYMENT AGREEMENT, the duties traditionally associated with the office City Administrator pursuant to the City's ordinances, the City Code, or any other applicable law.

### 8.2 Fringe Benefits

Except as may be otherwise herein provided to the contrary, all provisions of the City Code and regulations and rules of the City relating to retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to any other employees of the City. As to those benefits specifically provided for within the terms of this contract, the same shall not be duplicated or augmented by existing City programs for fringe benefits to employees. Employee shall not be eligible for longevity paid benefits within the City.

### 8.3 Vacation, Sick Leave and Personal Days

- (i) ~~Commencing June 1, 2011 the Employee shall annually receive fifteen (15) vacation days, accruing at 1.25 vacation days per month for the purposes of any separation disbursement to be used during the term of this EMPLOYMENT AGREEMENT. The rate of accrual and the ability to accrue vacation days shall be subject to the existing policies of the City and any other agreements in place with the Employee.~~
- (ii) ~~Employee shall earn one (1) sick day per month to be used during the term of this EMPLOYMENT AGREEMENT. The rate of accrual and the ability to accrue sick days shall be subject to the existing policies of the City.~~
- (iii) (i) The City Administrator shall be afforded vacation, sick leave and personal days in accordance with the provisions of the City's Personnel Policies as any other employee.

### 8.4 Indemnification

The City shall defend and indemnify the City Administrator for damages, including punitive damages, claimed or levied against the City Administrator, provided that (1) he was acting in the performance of duties of his position; and (2) he was not guilty of malfeasance in office or willful neglect of duty. The City may compromise and settle, without the consent of the City

Administrator, any claim if the City feels it is in the best interest to settle the matter. In any event, the City will pay any settlement or judgment and all costs for legal representation.

#### 8.5 Bonding

The City shall pay the cost of any bonds required of the City Administrator under any law of circumstance.

### SECTION 9: GENERAL PROVISIONS

#### 9.1 Assignments and Subcontracts

None of the sums due, or about to become due, nor any of the work to be performed under this EMPLOYMENT AGREEMENT by Employee shall be assigned to any third party without the prior written consent of the City.

#### 9.2 Applicable Law

This EMPLOYMENT AGREEMENT shall be deemed to have been entered into and shall be construed and governed, except with respect to conflict of laws, in accordance with the laws of the State of Minnesota.

#### 9.3 Waivers

Failure to either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this EMPLOYMENT AGREEMENT or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future exercise of such right, but the obligation of the other party with respect to such future performance shall continue in full force and effect.

#### 9.4 Severability

The invalidity or unenforceability of any particular provision of this EMPLOYMENT AGREEMENT shall not affect the other provisions, and this EMPLOYMENT AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted.

#### 9.5 Amendments

This EMPLOYMENT AGREEMENT may not be amended, modified, released, discharged, supplemented, interpreted, or changed in any manner except by written instrument signed by duly authorized representatives of both parties.

#### 9.6 Headings

The headings utilized herein are provided as aids in referencing provisions of this EMPLOYMENT AGREEMENT, but shall not be utilized in interpretation, or construction of the terms and conditions herein.

## 9.7 Merger

This EMPLOYMENT AGREEMENT and any Attachment (when signed by both parties), contain the entire and only understanding or agreement between the parties in relation to the subject matter hereof. Any representations, provision, undertakings, or condition hereof not contained herein shall be of no effect and shall not be binding on either party.

## 9.8 Force Majeure

Neither party shall be liable or deemed to be in default for any delay or failure to perform under this EMPLOYMENT AGREEMENT resulting, directly or indirectly, from any cause beyond reasonable control, including, but not limited to war, fire, riot, insurrection, and acts of God.

## 9.9 Applicability of Personnel Policies and Resolutions

Except where specifically abridged or modified by this agreement, personnel policies as defined and set forth for employees of the City of East Bethel shall apply to this Employee.

## 9.10 Other Terms and Conditions of Employment

(i) The City Council and the Employee may mutually agree to any other terms and conditions of employment of Employee as they may mutually deem appropriate from time-to-time provided such terms and conditions are not inconsistent with the provisions of this agreement, the laws of the State of Minnesota, the ordinances of the City, or any other applicable laws.

(ii) All provisions of the City Code, and regulations and rules of the City relating to fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of the City, except as herein provided.

## 9.11. NOTICES.

a. Address of Record. Each party agrees to keep the other informed of an address of record for correspondence and notices under this Agreement, as well as relevant telephone numbers for oral notices.

b. Initial Address. The initial address of record for each party shall be:

**The City:** City of East Bethel  
2241 221<sup>st</sup> Avenue NE  
East Bethel, MN 55011

**Copy to:** Mark J. Vierling  
Eckberg, Lammers, Briggs, Wolff & Vierling P.L.L.P  
1835 Northwestern Ave.  
Stillwater, MN 55082

**Administrator:** Charles L. "Jack" Davis

29457 Dahlia St. NW  
Isanti, MN 55040

**Copy to:**

C. Change of Address. Each party's address of record shall be that which is specified in subsection B. above until and unless the other party receives notification of change in writing. Each party will promptly notify the other of any such change.

D. Future Notices. If notice of a change of address is properly given in writing pursuant to this Section, all future notices hereunder shall be given to the new name and/or address specified in the most recent such notice properly given.

E. Other Required Notices. Notice required by operation of an applicable code, statute, ordinance or regulation shall be given as required therein, but a duplicate copy of such notice shall be given as specified in paragraph F. or G. below.

F. Delivery of Notices. Notices pursuant to this Agreement may be given by deposit in the custody of the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process.

G. Effective Date. Notice shall be deemed given as of the date of personal service or three (3) days following the date of deposit of such written notice in the course of transmission in the United States Postal Service, properly addressed and mailed as required herein.

IN WITNESS WHEREOF, the City of East Bethel on a vote of its City Council has caused this EMPLOYMENT AGREEMENT to be signed and executed in its behalf by its Mayor and duly attested by its Deputy Clerk and the Employee has signed this EMPLOYMENT AGREEMENT, both in duplicate, day and years first written above.

City of East Bethel

\_\_\_\_\_  
Robert DeRoche, Mayor

\_\_\_\_\_  
Charles L. "Jack" Davis

ATTEST:

\_\_\_\_\_  
Carrie Frost, Administrative Assistant

Approved as to form:

\_\_\_\_\_  
Mark Vierling, City Attorney

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the City of East Bethel, State of Minnesota, a municipal corporation, hereinafter referred to as "the City", and Charles L. "Jack" Davis, hereinafter referred to as "Employee."

WHEREAS, the City desires to continue the services of Charles L. "Jack" Davis as City Administrator of the City as provided by the laws of the State of Minnesota and relevant to ordinances of the City of East Bethel; and,

WHEREAS, Employee desires to continue employment as the City Administrator of the City; and;

WHEREAS, it is the desire of the City to provide certain benefits establish certain conditions of employment, and to set working conditions of Employee; and,

WHEREAS, it is the desire of the City to (1) secure and retain the services of the Employee and to provide inducement for Employee to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale; and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) to provide a just means for terminating Employee's services at such time as Employee may be unable to fully discharge Employee's duties due or disability or when the City may desire to otherwise terminate Employee's employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### SECTION 1: DUTIES

1.1.1 The City hereby agrees to continue the employment of Charles L. "Jack" Davis as City Administrator of said City to perform the function and duties specified in the City Administrator's job description, and to perform duties specified under the ordinances of the City of East Bethel and the laws of the State of Minnesota and, such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

1.2 **Hours of Employment.** It is recognized that the duties of Employee's position require Employee to devote a great deal of time outside normal business hours, and for that reason Employee may take compensatory time off during normal business hours, consistent with performing Employee's duties as City Administrator.

### SECTION 2: TERM, DISCHARGE, TERMINATION AND RESIGNATION

#### 2.1 Term

This AGREEMENT shall commence on January 1, 2015 and continuing thereafter until December 31, 2016 or until otherwise terminated pursuant to the provisions of this contract. This contract shall automatically renew for an additional 2-year period unless either party provides written notice to the other on or before July 1, 2016 of intent not to renew this contract, in which

case this contract shall terminate as of December 31, 2016. Employee agrees to remain in the exclusive employ of the City until this contract is terminated.

## 2.2 Discharge.

Nothing in this EMPLOYMENT AGREEMENT shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee (discharge) at any time, subject only to the provisions set forth in Section 2.5 paragraph b and c. of this EMPLOYMENT AGREEMENT. Paragraph 2.3 and 2.4 of this Section shall not be in force if the Employee is found to be unable to discharge assigned duties due to any type of disability or inability to perform up to normal standards of City management as determined by an impartial Board of three members agreed upon by the Employee and the City. If Employee and the City cannot agree on an impartial Board of three members, the matter will be submitted to binding arbitration by a single arbitrator assigned by the American Arbitration Association.

## 2.3 Resignation.

The Employee agrees to remain in employment with the City for the term hereof. Employee agrees during this time not to seek or accept other offers for employment elsewhere excepting that the employee may seek or solicit other offers of employment within the last 365 days of the term of this contract. Prior to termination of the employment with the City the Employee agrees to assist the City in the necessary search for his replacement making recommendations on same to the City. If the Employee voluntarily resigns his position prior to the scheduled termination of this contract, the severance contained in paragraph 2.5 of this EMPLOYMENT AGREEMENT shall not apply and excepting accrued benefits, no further payments shall be paid to Employee.

For the purposes of this agreement, the Employee shall not be determined to have defaulted or otherwise violated this agreement for accepting or seeking other offers of employment if any one of the following occur:

- a. The Employee receives an adverse annual performance review;
- b. The Employee receives any form of employee sanction or discipline related to the performance of his duties; and,
- c. If the City, at any time, reduces the salary or other financial benefits of the Employee in a greater percentage than in an across the board reduction for all City management employees;
- d. If the Employee receives the suggestion, whether formal or informal, made by 3 of the 5 members of the City Council that he resign or look for work elsewhere;
- e. If the City refuses, following written notice, to comply with the other provisions of this agreement benefiting or affecting the Employee;
- f. If the City formally casts a no confidence vote by 3/5 vote.

## 2.4 Termination for Cause.

Nothing in this EMPLOYMENT AGREEMENT shall prevent, limit, or otherwise interfere with the right of the City to terminate the Employee for cause. Termination for cause may occur during the term of this EMPLOYMENT AGREEMENT because of: nonperformance of the terms of this agreement; a conviction of the Employee of a crime constituting a felony or gross misdemeanor; or, an act or actions of discrimination or harassment occurring within the work place as determined by a court of competent jurisdiction or by a neutral fact finder appointed by the city to investigate and report on any such allegation(s). In the event of termination for cause, the City shall have no obligation to pay any further payments otherwise due under the terms of the EMPLOYMENT AGREEMENT or severance pay as provided for herein. Termination for cause may not be a result of any reorganization by the City that eliminates the position of City Administrator.

## 2.5 Terminations and Severance Pay

The Employee may, at his option, be deemed to be "terminated without cause" within the meaning of this agreement upon the occurrence of any of the following:

- a. If the City, at any time, reduces the salary or other financial benefits of the Employee in a greater percentage than in an across the board reduction for all City management employees;
- b. If the Employee resigns following the suggestion, whether formal or informal, made by 3 of the 5 members of the City Council that he resign;
- c. If the City refuses, following written notice, to comply with the other provisions of this agreement benefiting or affecting the Employee;
- d. The Employee's employment shall be terminated if the City formally votes by 3/5 vote to terminate his employment.

In the event that the Employee's employment is terminated by the City as specified by this paragraph, the City agrees to maintain the employee on the city health and dental insurance systems contributions existing as of the date of termination for six (6) months at city cost and pay the Employee a lump sum cash payment as severance pay per City Personnel Policy equal to six (6) months net (defined as the base wage without incentives, i.e. educational, supplemental wellness program, etc.) salary based on the current salary of the Employee in effect when the notice of termination is provided by the City or when the event of termination as otherwise prescribed above occurs, whichever event occurs first. Said amount shall be payable in addition to any other salary due the Employee.

## SECTION 3: SALARY

### 3.1 Salary

The City agrees to pay the Employee for services rendered pursuant hereto an annual salary payable in installments at the same time as other employees of the City are paid. Employee's salary through the term of this contract is as follows:

From the commencement of this contract through the date of termination of this contract, the employee's salary will be based upon an annual base wage of \$122,161.73 per year paid in established payroll periods as set forth by the City Council from time to time for all employees. The Employee shall receive on January 1, of each year of this contract a cost of living increase as determined by City Council and a step increase as approved in the City's pay plan. Other adjustments to salary and compensation shall be at the discretion and approval of City Council.

3.2 Review

The City shall conduct a review of the Employee's performance on or before August 1st of each year or at another date as may be agreed upon by the employee and the city council. The performance review shall not presume an adjustment in salary other than is provided for above.

SECTION 4: AUTOMOBILE AND OTHER EXPENSES

4.1 Automobile.

Ownership of a private automobile and current/valid driver's licensure is required of the employee as a condition of employment under this contract. Employee will be compensated for automobile mileage and usage incurred on behalf of City business at the current IRS reimbursement mileage rate. Mileage records compliant with Internal Revenue Code requirements shall be maintained by the employee and shall be provided to the City monthly. Other expenses incurred by employee as are authorized by the city council such as seminars, conferences, meals and lodging incurred in pursuit of city business shall be reimbursed to the employee upon the employee providing the receipts therefore to the City Finance Director.

SECTION 5: PROFESSIONAL DEVELOPMENT

5.1 Professional Associations

The City may budget and, in its discretion, provide for the registration, travel, lodging, and reasonable expenses of the Employee for professional official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City.

SECTION 6: HEALTH, DENTAL AND LIFE INSURANCE

6.1 The City agrees to pay the Employee's costs to participate in the City's medical, dental, life insurance and disability insurance programs at the same rate as other employees.

SECTION 7: RETIREMENT

7.1 The City is a municipality defined in Minnesota State Statutes, Chapter 475, and is a Public Employee Retirement Association (PERA) participating member. The City Administrator has elected in participate in the PERA retirement program the same as with any other City employee.

SECTION 8: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

## 8.1 Other Conditions

The City shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this EMPLOYMENT AGREEMENT, the duties traditionally associated with the office City Administrator pursuant to the City's ordinances, the City Code, or any other applicable law.

## 8.2 Fringe Benefits

Except as may be otherwise herein provided to the contrary, all provisions of the City Code and regulations and rules of the City relating to retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to any other employees of the City. As to those benefits specifically provided for within the terms of this contract, the same shall not be duplicated or augmented by existing City programs for fringe benefits to employees. Employee shall not be eligible for longevity paid benefits within the City.

## 8.3 Vacation, Sick Leave and Personal Days

(i) The City Administrator shall be afforded vacation, sick leave and personal days in accordance with the provisions of the City's Personnel Policies as any other employee.

## 8.4 Indemnification

The City shall defend and indemnify the City Administrator for damages, including punitive damages, claimed or levied against the City Administrator, provided that (1) he was acting in the performance of duties of his position; and (2) he was not guilty of malfeasance in office or willful neglect of duty. The City may compromise and settle, without the consent of the City Administrator, any claim if the City feels it is in the best interest to settle the matter. In any event, the City will pay any settlement or judgment and all costs for legal representation.

## 8.5 Bonding

The City shall pay the cost of any bonds required of the City Administrator under any law of circumstance.

## SECTION 9: GENERAL PROVISIONS

### 9.1 Assignments and Subcontracts

None of the sums due, or about to become due, nor any of the work to be performed under this EMPLOYMENT AGREEMENT by Employee shall be assigned to any third party without the prior written consent of the City.

### 9.2 Applicable Law

This EMPLOYMENT AGREEMENT shall be deemed to have been entered into and shall be construed and governed, except with respect to conflict of laws, in accordance with the laws of the State of Minnesota.

9.3 Waivers

Failure to either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this EMPLOYMENT AGREEMENT or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future exercise of such right, but the obligation of the other party with respect to such future performance shall continue in full force and effect.

9.4 Severability

The invalidity or unenforceability of any particular provision of this EMPLOYMENT AGREEMENT shall not affect the other provisions, and this EMPLOYMENT AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted.

9.5 Amendments

This EMPLOYMENT AGREEMENT may not be amended, modified, released, discharged, supplemented, interpreted, or changed in any manner except by written instrument signed by duly authorized representatives of both parties.

9.6 Headings

The headings utilized herein are provided as aids in referencing provisions of this EMPLOYMENT AGREEMENT, but shall not be utilized in interpretation, or construction of the terms and conditions herein.

9.7 Merger

This EMPLOYMENT AGREEMENT and any Attachment (when signed by both parties), contain the entire and only understanding or agreement between the parties in relation to the subject matter hereof. Any representations, provision, undertakings, or condition hereof not contained herein shall be of no effect and shall not be binding on either party.

9.8 Force Majeure

Neither party shall be liable or deemed to be in default for any delay or failure to perform under this EMPLOYMENT AGREEMENT resulting, directly or indirectly, from any cause beyond reasonable control, including, but not limited to war, fire, riot, insurrection, and acts of God.

9.9 Applicability of Personnel Policies and Resolutions

Except where specifically abridged or modified by this agreement, personnel policies as defined and set forth for employees of the City of East Bethel shall apply to this Employee.

9.10 Other Terms and Conditions of Employment

(i) The City Council and the Employee may mutually agree to any other terms and conditions of employment of Employee as they may mutually deem appropriate from time-to-time provided such terms and conditions are not inconsistent with the provisions of this agreement, the laws of the State of Minnesota, the ordinances of the City, or any other applicable laws.

(ii) All provisions of the City Code, and regulations and rules of the City relating to fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of the City, except as herein provided.

9.11. NOTICES.

a. Address of Record. Each party agrees to keep the other informed of an address of record for correspondence and notices under this Agreement, as well as relevant telephone numbers for oral notices.

b. Initial Address. The initial address of record for each party shall be:

**The City:** City of East Bethel  
2241 221<sup>st</sup> Avenue NE  
East Bethel, MN 55011

**Copy to:** Mark J. Vierling  
Eckberg, Lammers, Briggs, Wolff & Vierling P.L.L.P  
1835 Northwestern Ave.  
Stillwater, MN 55082

**Administrator:** Charles L. "Jack" Davis  
29457 Dahlia St. NW  
Isanti, MN 55040

**Copy to:**

C. Change of Address. Each party's address of record shall be that which is specified in subsection B. above until and unless the other party receives notification of change in writing. Each party will promptly notify the other of any such change.

D. Future Notices. If notice of a change of address is properly given in writing pursuant to this Section, all future notices hereunder shall be given to the new name and/or address specified in the most recent such notice properly given.

E. Other Required Notices. Notice required by operation of an applicable code, statute, ordinance or regulation shall be given as required therein, but a duplicate copy of such notice shall be given as specified in paragraph F. or G. below.

F. Delivery of Notices. Notices pursuant to this Agreement may be given by deposit in the custody of the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process.

G. Effective Date. Notice shall be deemed given as of the date of personal service or three (3) days following the date of deposit of such written notice in the course of transmission in the United States Postal Service, properly addressed and mailed as required herein.

IN WITNESS WHEREOF, the City of East Bethel on a vote of its City Council has caused this EMPLOYMENT AGREEMENT to be signed and executed in its behalf by its Mayor and duly attested by its Deputy Clerk and the Employee has signed this EMPLOYMENT AGREEMENT, both in duplicate, day and years first written above.

City of East Bethel

\_\_\_\_\_  
Robert DeRoche, Mayor

\_\_\_\_\_  
Charles L. "Jack" Davis

ATTEST:

\_\_\_\_\_  
Carrie Frost, Administrative Assistant

Approved as to form:

\_\_\_\_\_  
Mark Vierling, City Attorney