

**City of East Bethel**  
**City Council Work Meeting Agenda**

Work Meeting – 6:00 p.m.

Date: February 3, 2016



		<u>Item</u>	
6:00 PM		1.0	Call to Order
6:01 PM		2.0	Adopt Agenda
6:02 PM	pg. 2-23	3.0	SRWMO JPA
6:30 PM	pg. 24	4.0	Coon Lake Beach Clean Up Day
6:35 PM	pg. 25	5.0	Booster Day
6:45 PM		6.0	Adjourn



# City of East Bethel City Council Work Meeting Agenda Information

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**Date:**

February 3, 2016

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**Agenda Item Number:**

Item 3.0

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**Agenda Item:**

SRWMO JPA

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**Requested Action:**

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**Background Information:**

Watershed Management Organizations (WMO's) were created by the Legislature in 1982. As a result of this legislation, all municipalities in the Seven County Metro Area were required to be part of this program. The implementation of the establishment of the Organizations was finalized in 1985. The Board of Water and Soil Resources (BWSR) has oversight on the Organizations and coordinates the water and soil resources planning and implementation activities of Watershed Management Organizations (WMO's) through its various authorities for approval of local plans, administration of state grants, contracts and easements, and other appropriate means. All Cities and Townships within the Metro Area belong to either a WMO or a Watershed District. The distinction between the two is Watershed Districts have the power to independently levy for their budgets and WMO's budgets are dependent on approval and contribution of the member entities for their funding.

The Sunrise River Water Management Organization (SRWMO) is a joint powers special purpose unit of government composed of East Bethel, Linwood Township, Columbus and Ham Lake to manage water resources. This Joint Powers Agreement is based upon hydrological boundaries of the watershed within each respective City. The SRWMO's boundaries do not extend into Isanti or Chisago Counties because watershed organizations are only required by law within Metro Area Counties.

The SRWMO does not have employees but works through cooperative efforts of the member cities and townships, or contracts with the Anoka Conservation District or other consultants for management services. The SRWMO is governed by a Joint Powers Agreement between the three Cities and the Township.

The SRWMO Board will be discussing the current status of the Organization's Joint Powers Agreement at their February 4, 2016 meeting. In the last year there have been changes suggested by Ham Lake, and the WMO Board has identified other changes that may warrant consideration for a JPA amendment. The potential changes are summarized as follows:

1. **Clarify the definition of operating and non-operating expenses** - Operating costs are currently split evenly among communities and non-operating expenses are split by formula. The JPA currently provides a loose description of "operating costs" – "copies,

postage, recording secretary fees, insurance and administrative fee charged to each community.” Several questions may arise:

- a. What does the “administrative fee” include?
- b. Should certain required, “lights on” tasks be added to the definition of “operating expenses? As an example the following may arguably fit the mold of a basic operating expense:
  - i. Financial audit costs
  - ii. State reporting costs
  - iii. 10-year watershed plan (large cost that is coming up within 2 yrs)

2. **Consider splitting all expenses by formula** - Ham Lake and Columbus have expressed interest in eliminating the “operating expenses” category (expenses split equally). All expenses would be split by the formula based on land area and market valuation. If this had been done for the 2016 budget it would have had the following impacts:

- a. Linwood’s contribution increased by \$1,342.85
- b. East Bethel contribution increased by \$497.61
- c. Columbus contribution reduced by \$519.57
- d. Ham Lake contribution reduced by \$1,320.89

3. **Update market valuations** - The formula for calculating each community’s percentage of non-operating expenses includes market valuation within the WMO. It has been more than 5 years since it has been updated. No update to the JPA is needed for this, but someone needs to do the GIS analysis to get the numbers.

Decisions on adjustments in determining cost allocations should be made to as soon as possible if they are to be included in the 2017 SRWMO Budget.

**Attachments:**

- Attachment 1 – SRWMO Map
- Attachment 2 – SRWMO JPA
- Attachment 3 – SRWMO Draft Minutes, January 2016
- Attachment 4 – SRWMO 2017 Proposed Budget

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**Fiscal Impact:**

To be determined

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**Recommendation(s):**

Consider recommendations to the SRWMO that address the requests for defining Operating Costs and allocation of costs to the members.

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**City Council Action**

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

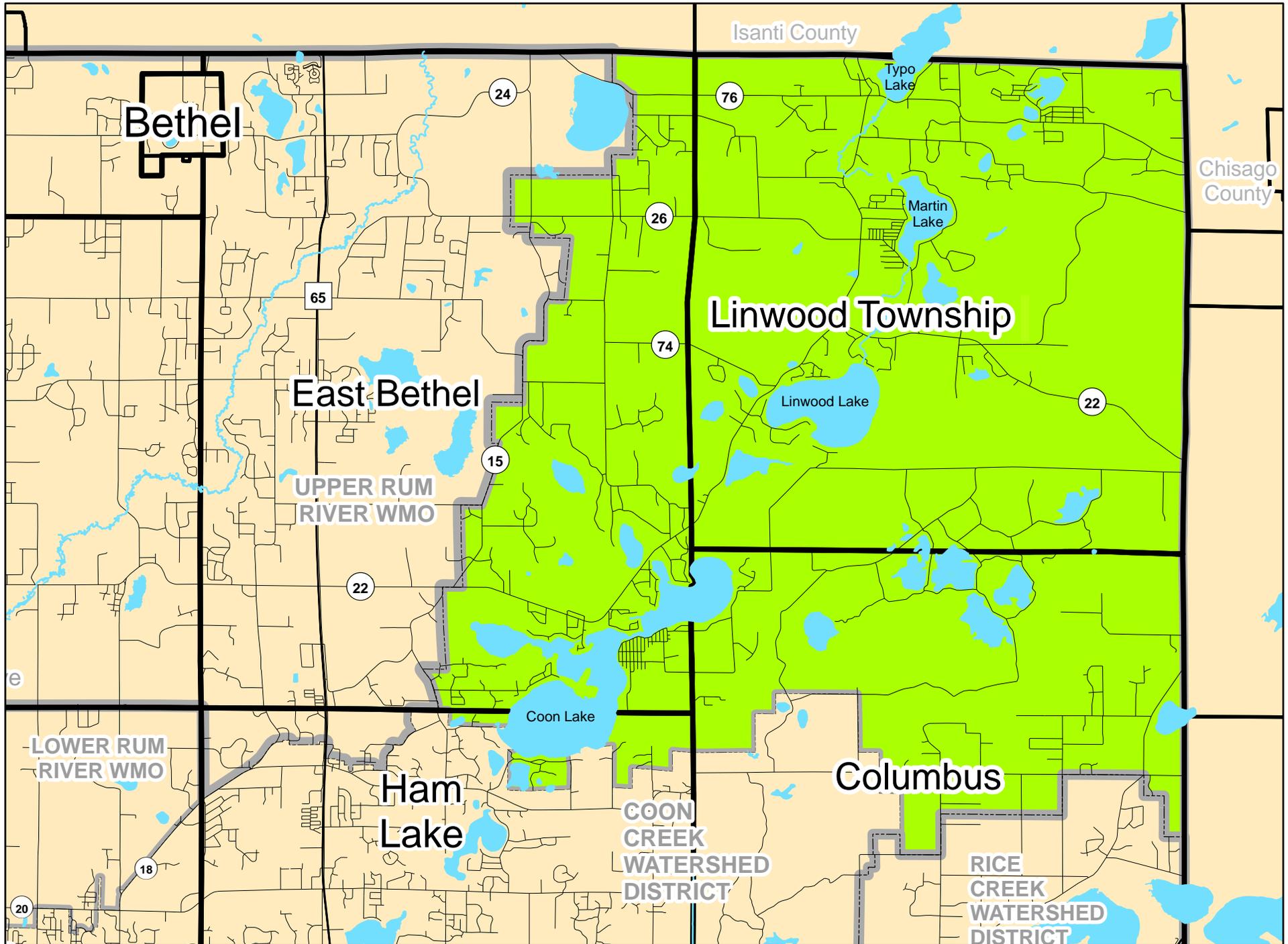
Second by:\_\_\_\_\_

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

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

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

# Sunrise River Watershed Management Organization



AMENDED

SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION

JOINT POWERS AGREEMENT

THIS AMENDED JOINT POWERS AGREEMENT made and entered into as of the date of execution by and between the Local Government Units of the City of Columbus, City of East Bethel, City of Ham Lake and Linwood Township. The purpose of this Joint Powers Agreement is to establish a Water Management Organization to assist the member local units of government with surface water, ground water, water quality and water usage issues.

WHEREAS, the parties to this Agreement have authority pursuant to Minnesota Statutes, Chapter 471.59, to jointly or cooperatively, by agreement, exercise any power common to the contracting parties. Pursuant to Minnesota Statutes, Chapters 103B.201 to 103B.255, these local units of government have authority to jointly or cooperatively manage or plan for the management of surface water within a defined watershed; and

WHEREAS the parties to this Agreement desire to prepare a surface water management plan for the purpose of management and implementation of the programs identified by Minnesota Statutes, Chapters 103B.201 through 103B.255.

NOW, THEREFORE, the parties to this Agreement do mutually agree as follows:

SECTION I

General Purpose

1.1 It is the general purpose of the parties to this Agreement to establish a Water Management Organization to jointly and cooperatively develop a Watershed Management Plan for the purposes of (a) protecting, preserving, and using natural surface and groundwater storage and retention systems in the Sunrise River Watershed; (b) minimizing public capital expenditures needed to correct flooding and water quality problems; (c) identifying and planning for means to effectively protect and improve surface and groundwater quality; (d) assist with establishing more uniform local policies and official controls for surface and ground water management; (e) preventing erosion of soil into surface water systems; (f) promoting groundwater recharge; (g) protecting and enhancing fish and wildlife habitat and water recreational facilities; and (h) securing other benefits associated with the proper management of surface and groundwater. The plan and programs shall operate within the boundaries of the Sunrise River Watershed as set forth in Appendix 1 and 2, attached hereto (hereinafter "Area").

## SECTION II

### Sunrise River Watershed Management Organization

2.1 Establishment: There is hereby established the "Sunrise River Watershed Management Organization" whose membership shall be appointed in accordance with the provisions of this section and whose duties shall be to carry out the purposes contained herein. The Sunrise River Watershed Management Organization (hereinafter "Organization") shall be constituted as described in Section 2.2.

2.2 Membership Appointment: Each party to this Agreement shall appoint two (2) representatives to serve as members of the Organization board. Each representative of a party to this agreement who is current in the payment of operating costs shall have one (1) vote. Representatives appointed to the Organization board shall be evidenced by a resolution or certified copy of official meeting minutes of the governing body of each party and filed with the Organization.

2.3 Alternate Members: One alternate member of the Organization board may be appointed by appropriate resolution or certified copy of official meeting minutes of the governing body of each party to this Agreement filed with the Organization. The alternate member may attend any meeting of the Organization board when a regular member representing that party is absent and vote on behalf of the party the member represents. If an Organization board member is also an officer of the Organization, the alternate member shall not be entitled to serve as such officer.

2.4 Term: The members of the Organization board shall be filled by the governing body of the party whose membership position on the board is vacant. Removal of a board member or alternate board member shall be at the sole discretion of the appointing authority. The term of appointment is at the sole discretion of the appointing authority.

2.5 Vacancies: The Organization shall notify the Board of Water and Soil Resources of member appointments and vacancies in member positions within 30 days. A vacancy on the Organization board shall be filled by 90 days after the vacancy occurs by the governing body of the party whose membership position on the board is vacant.

Vacancies resulting from expiration of members' terms or other reasons shall be filled only after published notice of the vacancy once a week for two (2) successive weeks in a newspaper of general circulation in the watershed management organization area. The notices must state that the party is considering applications for appointment of a member to the Organization board and that persons interested in being appointed to serve on the board may submit their names to the appointing authority for consideration. A vacancy shall not be filled until at least 15 days have elapsed after the last published notice.

2.6 Compensation and Expenses: The Organization members shall not be entitled to compensation or reimbursement for expenses incurred in attending meetings, except to the extent that the governing body of a party may determine to compensate or reimburse the

expenses of the member(s) it appoints, in which case the obligation to make such payments shall be that of the party and not that of the Organization.

2.7 Officers: The Organization board shall elect from its membership a chair, a vice-chair, a secretary, and a treasurer. All such officers shall hold office for a term of one (1) year and until their successors have been qualified and duly elected by the board. An officer may serve only while a member of the Organization. A vacancy in an office shall be filled from the membership of the board by election for the remainder of the unexpired term of such office.

2.8 Duties of Officers: The duties of the officers of the Organization shall be as outlined in Parts 40 and 41, Article VII, Robert's Rules of Order, as the board deems necessary.

2.9 Quorum: Voting members of the Organization board representing a majority of the parties to this Agreement shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting.

2.10 Meetings:

A. Meetings of the Organization board will be scheduled as needed, with the annual meeting held in February at the East Bethel City Hall, 2241 221<sup>st</sup> Avenue NE, East Bethel, MN 55011. Notice of all regular meetings shall be provided with a minimum of thirty (30) days advance notice of the meeting by the secretary of the Board to all parties to this Agreement. Such meeting notice shall be posted on the official notification board for each party to this agreement.

At the annual meeting the board, at a minimum, shall:

1. Elect officers for the next fiscal year;
2. Establish the annual budget and work plan;
3. Hear recommendations on amendments to this agreement and the watershed management plan;
4. Biennially renew or decide on contracts for professional, legal, and administrative services; and
5. Decide on meeting dates.

B. Special meetings may be held at the call of the chair or by any three (3) members of the board giving not less than 72 hours written notice of the time, place, and purpose of such meeting delivered by mailed or email to the residence of each Organization member and delivered to the City or Town Hall of each party to this Agreement.

C. All meetings of the board are subject to Minnesota Statutes, Section 13D and the notice provisions contained therein. Posted notice, when required, shall be given separately to each party to this Agreement.

2.11 Conduct of Meetings: The Organization board shall adopt rules of order and procedure for the conduct of its meetings; the board may adopt any such rules as a

majority of all voting members shall agree. Decisions by the board may not require more than a majority vote, except a decision on a capital improvement project may require a unanimous vote by all parties.

2.12 Organization Office: The office of the Organization shall be the East Bethel City Hall, 2241 221<sup>st</sup> Avenue NE, East Bethel, MN 55011. All notices to the Organization shall be delivered or served at said office.

### SECTION III

#### Organization Powers and Duties

3.1 Authority: Upon execution of the Agreement by all parties, the Organization shall have authority provided for in Minnesota Statutes, Chapter 103B.211 through 103B.255, unless otherwise limited by this Agreement that provides for, in part:

A. The authority to prepare, adopt and implement a plan for the Sunrise River Watershed meeting the requirements of Minnesota Statutes, Chapter 103B.231.

B. The authority to review and approve local water management plans as provided in Minnesota Statutes, Chapter 103B.235, Subd. 3, Review.

C. Other powers necessary to exercise the authority under clauses A and B, including the power to enter into contracts for the performance of functions with governmental units or persons.

3.2 Watershed Management Plan: The Organization shall prepare a Watershed Management Plan for the Sunrise River Watershed. The plan shall be in compliance with Minnesota Statutes, chapter 103B.231, Subd. 4 as from time to time amended. This Chapter describes plan contents to include but not limited to the following:

A. Description of the existing physical environment, land use and development in the Sunrise River Watershed. It shall further describe the environment, land use and development proposed in existing local and metropolitan comprehensive plans; and

B. Present information on the hydrologic system in the Sunrise River Watershed and its components, including any drainage systems previously constructed under Minnesota Statutes, Chapter 103E, and existing and potential problems relating thereof; and

C. State objectives and policies, including management principles, alternatives and modifications, water quality, and protection of natural characteristics; and

D. Set forth a management plan, including the hydrologic and water quality conditions that will be sought and significant opportunities for improvement; and

E. Describe the effect of the Watershed Management Plan on existing drainage systems; and

F. Describe conflicts between the Watershed Management Plan and existing plans of local government units; and

G. Set forth an Implementation Program consistent with the Watershed Management Plan, which may include a Capital Improvement Program; and

H. Set out a procedure for amending the Watershed Management Plan. The plan shall be amended as required from time to time.

3.3 Employment: The Organization may contract for services, may contract services from parties to this Agreement, or may employ such other persons as it deems necessary. Where staff services of a party are contracted, such services shall not reduce the financial commitment of such party to the operating fund of the Organization unless the Organization so authorizes.

3.4 Committees: The Organization may appoint such committees and subcommittees as it deems necessary. The Organization shall establish a citizen advisory committee and technical advisory committee and promote other means of public participation.

Citizen and/or technical advisory committees will be formed from time-to-time as deemed appropriate by the Organization board and shall be issue-specific. Committees may be formed that include both citizens and technical experts. Committees shall operate by seeking consensus, while noting any dissenting opinions. Committee findings shall be reduced to writing and submitted to the Organization board. In all cases, committees shall be advisory in nature and their findings shall be referred to the Organization board. Issues that may warrant formation of advisory committees include but are not limited to amendments or updates to the Organization's Watershed Management Plan; lake level or water quality issues; a total maximum daily load (TMDL) impaired waters study or implementation of the study; capital improvement projects; major hydrological changes in the watershed and others as deemed appropriate by the Organization board.

Technical advisory committees shall include technical experts in areas relating to land use, natural resources, pollution control, and soil and water resources.

Citizen advisory committees shall include residents and elected officials from the affected area including but not limited to homeowners; business owners; lake association or lake improvement district representatives; and, others, as deemed appropriate by the Organization Board.

All advisory committees shall include at least one Organization board member.

3.5 Rules and Regulations: The Organization may prescribe and promulgate such rules and regulations as it deems necessary or expedient to carry out its powers and duties and the purpose of the Agreement.

3.6 Review and Recommendations: Where the Organization is authorized or requested to review and make recommendations on any matter relating to the Watershed Management Plan, the Organization shall act on such matter within 60 days of receipt of the matter referred. Failure of the Organization to act within 60 days shall constitute approval of the matter referred, unless the Organization requests and receives from the referring unit of government an extension of time to act on the matter referred. Such extension shall be in writing and acknowledged by both parties.

The Board shall adopt an appeal procedure for any party aggrieved by a decision of the Board or an alleged failure to implement the Plan pursuant to Minnesota Statutes, Chapter 103B.231, Subd. 13.

3.7 Ratification: The Organization may, and where required by this Agreement shall, refer matters to the governing bodies of the parties for review, comment or action

### 3.8 Financial Matters:

A. Method of Operation: The Organization may collect and receive money and contract for services subject to the provision of the Agreement from the parties and from any other sources approved by the Organization. The organization may incur expenses and make disbursements necessary and incidental to the effectuation of the purposes of this Agreement. Funds may be expended by the Organization in accordance with procedures established herein. Checks shall be signed by the chair or treasurer. Other legal instruments shall be executed on behalf of the Organization by the chair or vice-chair and an appointed Board member.

B. Operating Funds. On or before June 1<sup>st</sup> of each year, the Organization shall prepare a work plan and operating budget for the following year. The annual budget shall provide details to support the proposed revenues and expenditures for the Organization. This detail shall be sufficient to meet standard budget and/or accounting principles generally recognized for governmental organizations. Expenditures may include administrative expenses, plan development costs, review expenses, capital improvement costs authorized in Section 3.12, and insurance costs as authorized in Section 3.14. Upon the approval of a majority of the partners of this agreement, the budget shall be recommended to the parties for ratification along with a statement showing each party's proposed share of the budget. The budget shall be implemented only after ratification by all parties to this Agreement. Failure to ratify or pay its share of the budget by any party to this Agreement shall be subject to the procedures in Section 3.6. Each party's share of the operating cost is based on 50% of their portion of the watershed's Total Market Value (TMV) and 50% of their portion of the Total Taxable Watershed Acreage (TWA).

Work Plan -  $((PA / WA) + (PV / WV)) / 2$  = the party's percentage share of the organization's operating budget.

PA = Party's area within the watershed organization area

WA = watershed organization area

PV = party's market valuation within the watershed organization area

WV = market valuation of the watershed organization area

Operating Costs - Total amount to be divided equally between members of the Joint Powers Agreement. Operating costs per the operating budget are defined as copies, postage, recording secretary fees, insurance, and administrative fee charged to each member community.

After ratification by the organization, the Organization Secretary shall certify the recommended budget to each party on or before June 1 of each year together with a statement showing the budgeted amounts applicable to each party. Each party shall pay over to the Organization the amount owing based on invoices presented for services rendered. Amounts due and owing shall be paid by parties to this Agreement within 30 days of the invoice.

C. Review Services: When the Organization is authorized or requested to undertake a review and submit recommendations to a party as provided in this Agreement, the Organization shall conduct such review, without charge, except as provided below. Where the project size and complexity of review are deemed by the Organization to be extraordinary and substantial, the Organization may charge a fee for such review services, the amount to be based upon direct and indirect costs attributable to that portion of review services determined by the Organization to be extraordinary and substantial. Where the Organization determines that a fee will be charged for extraordinary and substantial review services, or where the flowage enters the Sunrise River, but the party is not a member of the Sunrise River Watershed Management Organization, the party to be charged shall receive written notice from the Organization of the services to be performed and the fee therefore, prior to undertaking such review services. Unless the party to be charged objects within fifteen (15) days of receipt of such written notice to the amount of the fee to be charged, such review services shall be performed and the party shall be responsible for the cost thereof. If the party to be charged objects to the proposed fee for such services with fifteen (15) days and the party and the Organization are unable to agree on a reasonable alternative amount for review services, such extraordinary and substantial review services shall not be undertaken by the Organization. Payment for such services shall be in advance of any work performed.

3.9 Annual Audit. The Organization shall annually prepare a comprehensive financial report on operations and activities. An annual audit, by an independent accounting firm or the State Auditor, shall be provided for that includes a full and complete audit of all books and accounts the Organization is charged with maintaining. Such audit shall be conducted in accordance with generally accepted auditing principles and guidelines. A copy of the annual financial report and auditor's statement shall be provided to all parties to this agreement and to the Board of Water and Soil Resources no later than June 30<sup>th</sup> of each year. The report to the Board of Water and Soil Resources shall include an annual

activity report. All of its books, reports and records shall be available for and open to examination by any party at all reasonable times.

3.10 Gifts, Grants, Loans. The Organization may, within the scope of this Agreement, accept gifts, may apply for and use grants of money or other property from the United States, the State of Minnesota, a local government unit or other governmental unit or organization or any person or entity for the purpose described herein. The Organization may enter into any reasonable agreement required in connection therewith. The Organization shall comply with any laws or regulations applicable to grants, donations and agreements. The Organization may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, or agreement relating thereto.

3.11 Contracts. The Organization may make such contracts and enter into any such agreements as it deems necessary to make effective any power granted to it by this Agreement. Every contract for the purchase or sale of merchandise, materials, or equipment by the Organization shall be let in accordance with the Uniform Municipal Contracting Law, Minnesota Statutes, Section 471.345 and the Joint Exercise of Powers Statute, Minnesota Statutes, Section 471.59. No member or employee of the Organization or officer or employee of any of the parties shall be directly or indirectly have an interest in any contract made by the Organization.

3.12 Works of Improvement: Works of improvement for protection and management of the natural resources of the Area, including, but not limited to, improvements to property, land acquisition, easements, or right-of-way, may be initiated by:

A. Recommendation of the Organization to a party or parties; or

B. Petition to the Organization by the governing body of a party or parties.

Where works of improvement are recommended by the Organization, the Organization shall first determine whether such improvement will result in a local or regional benefit to the area. Where the Organization determines that the benefits from the improvement will be local or not realized beyond the boundaries of the party in which the improvement is to be established, the Organization may recommend such improvement to the governing body of the unit of government which the Organization determines will be benefited. The recommendation shall include the total estimated cost of the improvement and a detailed description of the benefits to be realized.

Where the Organization determines that the benefits from the improvement will be beyond the local unit or beyond the boundaries of the party in which the improvement is to be established, the Organization may recommend such improvement to each party to this Agreement which the Organization determines will be benefited thereby. The recommendation of the Organization shall include the total estimated cost of the improvement, a description of the extent of the benefits to be realized by each party to this Agreement and the portion of the cost to be borne by each party benefited in accordance with the benefit of party to this Agreement.

Each party to whom the Organization submits such recommendation shall respond within 60 days from receipt of such recommendation. Where the Organization determines that the benefits of such improvement will be local, the unit of government to whom such recommendation is made may decline to ratify and undertake said improvement. Where the Organization determines that the benefits of such improvement will be regional, all Parties to this Agreement must ratify the project proposal before any project is moved forward by the Organization. Should the project not be ratified by all Parties to this Agreement, the Organization shall continue to review and recommend alternative methods of cooperation and implementation among those parties ratifying the recommendation of the Organization, unless and until the Organization determines that said improvement is no longer feasible.

When works of improvement are initiated by a Party to this Agreement, a copy of the proposed project shall be submitted to the Organization for review and comment. The Organization shall review and make recommendations on the proposed improvement and its compliance with the Organization's management plan in accordance with the provisions of Section 3.5 of this Agreement.

When a proposed improvement may be eligible for federal or state funds as a cost-share project, the Organization shall receive the approval of all Parties to this Agreement prior to submission of any grant request. No member Party shall unreasonably withhold approval for a grant application. All improvements that are considered for state or federal grant funding that have a local or member share (matching funds) must be submitted for approval in advance of the proposed grant award. All improvements that are considered for state or federal grant funding shall be presented to each Party to the Agreement for review, comment and approval and shall provide details to include projects scope, estimated cost, estimated matching share, benefits to be derived and project timing.

3.13 Claims. The Organization or its agents may enter upon lands within or without the Sunrise River Watershed to make surveys and investigations to accomplish the purpose of the Organization. The Organization shall be liable for actual damages resulting there from. But every person who claims damages shall serve the Chairperson or Secretary of the Organization with a notice of claim as required by Minnesota Statutes, Section 466.05. The Organization shall obtain court orders authorizing and directing such entries when necessary due to refusals of landowners to allow the same.

3.14 Indemnification and Insurance. Any and all claims that arise or may arise against the Organization, its agents or employees as a consequence of any act or omission on the part of the Organization or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the parties. The Organization shall indemnify, hold harmless and defend the parties, their officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the parties, their officers, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Organization, its agents or employees in the execution, performance, or failure to

adequately perform the Organization's obligations and understandings pursuant to the Agreement.

The Organization agrees that in order to protect itself as well as the parties under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following insurance policies in the limits specified.

A. Commercial General Liability/Professional Liability: \$1,250,000 per incident and shall include the following endorsements:

B. Automobile Coverage (\$0)

C. Worker's Compensation Coverage (statutory minimum)

The minimum liability limits shall be increased to the statutory limits provided for member local units of government in Minnesota Statutes.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed or not renewed without a minimum of thirty (30) days prior notice thereof to each of the parties.

Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Organization will furnish the parties with certificates of insurance listing each party to the Agreement as an additional insured.

3.15 General: The Organization may take all such other actions as are reasonably necessary and convenient to carry out the purpose of this Agreement.

#### SECTION IV

##### Mediation

4.1 The parties agree that any controversy that cannot be resolved between parties shall be submitted to for mediation. Mediation shall be conducted by a mutually agreeable process by all parties.

#### SECTION V

##### Termination of Agreement

5.1 This Agreement may be terminated by approval of two-thirds vote of the governing bodies of each party hereto, provided that all such approvals occur within a ninety (90) day period. Withdrawal of any party may be accomplished by filing written notice with the Organization and the other parties sixty (60) days prior to the effective date of termination. No party may withdraw from this Agreement until the withdrawing party has met its full financial obligations through the effective date of such withdrawal.

## SECTION VI

### Dissolution of Organization

- 6.1 The Organization shall be dissolved under any of the following conditions:
- A. Upon termination of this Agreement;
  - B. Upon unanimous agreement of all parties; or
  - C. Upon the membership of the Organization being reduced to fewer than three (3) parties.

D. Process. At least 90 days notice of the intent to dissolve shall be given to affected counties and the Board of Water and Soil Resources. Upon dissolution, all personal property of the Organization shall be sold, and the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to the parties. Such distribution of Organization assets shall be made in proportion to the total contributions to the Organization for such costs made by each party. All payments due and owing for operating costs under Section 3.8, B, or other unfilled financial obligations, shall continue to be the lawful obligation of the parties.

## SECTION VII

### Amendment

7.1 The Organization may recommend changes and amendments to this Agreement to the governing bodies of the parties. Amendments shall be adopted by all governing bodies of the parties. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Organization and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

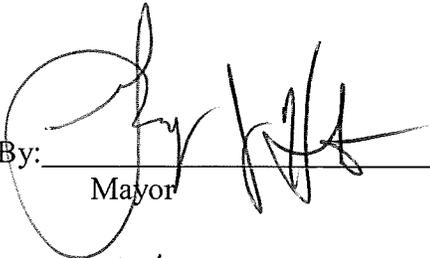
## SECTION VIII

### Counterparts

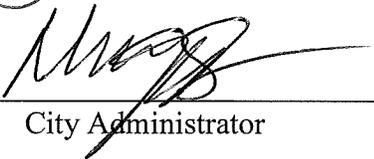
8.1 This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the parties hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
the 17<sup>th</sup> day of March, 2010.

CITY OF EAST BETHEL

By:   
\_\_\_\_\_  
Mayor

Dated: March 17, 2010

By:   
\_\_\_\_\_  
City Administrator

Sunrise River Water Management Organization  
Meeting Minutes for Thursday, January 14, 2016

Chair Babineau called the meeting to order at 6:30 pm.

Present: Dan Babineau, Chair  
Leon Mager, Vice Chair  
Reinette Labernik, Secretary  
Kevin Armstrong, Treasurer  
Denny Peterson  
Scott Heaton  
Steve Milbrandt  
Brian Mundle

Audience: Jamie Schurbon, Anoka Conservation District (ACD)

APPROVAL OF AGENDA

**Heaton moved and Babineau seconded to approve the agenda as amended to include MCIT Insurance payment under Invoice. Motion carried.**

APPROVAL OF MINUTES

**Peterson moved and Labernik seconded to approve the November 5, 2015 minutes as written. Mundle abstained. Motion carried.**

TREASURER'S REPORT

A. Financial Report - Armstrong reported a total fund balance of \$23,202.46 which includes a Water Quality Grant at ACD of \$7,848.74. **Heaton moved and Milbrandt seconded to approve the Treasurer's Report as presented. Motion carried.**

B. Audit update – Armstrong reported that the audit is completed. There were no findings in the audit. Armstrong will send copies to board members to review for approval at the February meeting. Next audit to be done in five years.

UNFINISHED BUSINESS

A. Award bid for 2016 work proposal / 2016 Contract with ACD

Schurbon reviewed the proposed contract. Heaton stated he prefers not to spend money on the Ditch 20 water quality feasibility study, which equates to spending money in Isanti County. He would rather wait until a study is done and then put money toward specific projects. It was noted that there is no WMO in Isanti County. Schurbon recommended using the “upcoming water quality projects” dollars for the Ditch 20 study which is in need of \$17,056 in local dollars to match a

\$73,424 state grant secured by ACD. The Martin Lakers Association is contributing some match funding. The Board discussed excluding this item in the Contract with the option of the Board contributing money to the study at a later date. It was proposed to contribute \$5,000 of the “upcoming water quality projects” amount to the study, rather than \$10,000. **Chair Babineau moved and Peterson seconded to contribute \$5,000 from the Upcoming Water Quality Projects line item to the Ditch 20 feasibility study. Vote 6 yes, 2 no. Motion carried.**

The Board discussed changing the 2017 ACD Proposal by zeroing out the SRWMO Cost Share Grant Fund and increasing the 2016 Other Expenses Watershed Plan Update to \$5,175. **Mager moved and Peterson seconded to approve the amended 2016 SRWMO Contract with Anoka Conservation District for \$25,955. Motion carried.**

B. Carp barriers update – Schurbon reported on the progress, remaining work, outlook of the project, and liquidated damages. ACD met with Linwood, the contractor and subcontractor regarding liquidated damages which have been accruing at \$500/day since October 15, 2015. Schurbon estimates these items may have a value of \$21,625, or approximately half of the current liquidated damages. The number is being negotiated and will change with time. The balance of liquidated damages is also being negotiated. A reduction of payment to the contractor will achieve savings for the grant, but not compensate ACD or Linwood for damages. One approach being seriously considered is that the contractor may provide an extended warranty in exchange for the balance of liquidated damages. No action requested by the WMO.

## NEW BUSINESS

### A. 2017 draft budget

The breakdown of expenses among cities is based on the JPA. Operating expenses are split equally and all other expenses by unique percentage. Ham Lake expressed interest in having all expenses split by unique percentage, but because this change was not enacted it is not incorporated into this draft budget. If enacted, it would raise costs for Linwood and East Bethel, but reduce them for Ham Lake and Columbus. Discussed definition of operating vs. non-operating expenses. Operating cost expenses are split evenly among communities. Most years they are minimal. The JPA states operating costs “are defined as copies, postage, recording secretary fees, insurance and administrative fee charged to each member community.” Is the cost of the watershed plan update an operating expense? Consider that it is required in order to operate. But it is not specifically listed in the above definition, it is a non-operating expense in the watershed plan budget projections, and it is a small expense in the 2017 draft budget, but will be much larger in 2018-19. Schurbon was directed to send a letter to member communities asking if modifications are wanted to the JPA regarding what is considered operating vs. non-operating expenses and to include the two budget breakouts for each version. **Babineau moved and Mager seconded to directed Gessner to supply Schurbon with information she could find on how the 3<sup>rd</sup> Generation Plan costs were budgeted. Motion carried.**

The SRWMO’s watershed plan must be updated by May of 2020; an estimated cost is \$50,000. The current watershed plan includes \$10,000 in 2018 and \$30,000 in 2019 (\$40,000 total). ACD included \$3,175 in the draft 2017 budget for this item in order to address the likely underestimate of cost and

spread some cost across years. The communities may want to include even more funding for this item in 2017, for these reasons. **Milbrandt moved and Peterson seconded to revise the 2017 draft budget to zero out the SRWMO Cost Share Grant Fund line item and to increase the Watershed Plan Update line item to \$5,175.00. Motion carried.**

The Lakeshore Landscape Marketing education program is an annual item in the watershed plan. In 2016 the SRWMO Board elected to zero out this budget item and feature a lakeshore landscaping message in its annual newsletter article instead. The \$700 is back in the budget in 2017, consistent with the watershed plan.

The Cost Share Fund has a \$2,000 budget for landowner projects, which is consistent with the watershed plan. The current fund balance of \$7,848.74 is adequate for 2-4 projects. No landowners requested funds in 2016. The board did not add funding to this program during 2016.

MAIL

MCIT Insurance invoice.

OTHER

INVOICE APPROVAL

**Heaton moved and Armstrong seconded to approve payment of the MCIT Insurance invoice for \$1,781.00. Motion carried.**

**Heaton moved and Armstrong seconded to approve payment of the January recording secretary invoice for \$175.00. Motion carried.**

ADJOURN

**Heaton moved and Chair Babineau seconded to adjourn at 8:14 pm. Motion carried.**

Gail E. Gessner, Recording Secretary  
Submitted via email on 11/7/15



# Sunrise River

## Watershed Management Organization

**2017 Budget Breakout - DRAFT**  
**1/26/2016**

	Cost	Linwood	East Bethel	Columbus	Ham Lake
		46.40%	32.93%	16.72%	3.95%
<b>NON-OPERATING EXPENSES (split by percentages)</b>					
Grant Search and Applications	\$1,000.00	\$464.00	\$329.30	\$167.20	\$39.50
Lake Level Monitoring	\$1,300.00	\$603.20	\$428.09	\$217.36	\$51.35
Lake Water Quality Monitoring	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lake Water Quality Monitoring - Improvement Project Effectiveness	\$3,500.00	\$1,624.00	\$1,152.55	\$585.20	\$138.25
Stream Water Quality Monitoring	\$1,400.00	\$649.60	\$461.02	\$234.08	\$55.30
Stream Hydrology Monitoring	\$1,350.00	\$626.40	\$444.56	\$225.72	\$53.33
Reference Wetland Hydrology Monitoring	\$1,725.00	\$800.40	\$568.04	\$288.42	\$68.14
Upcoming Water Quality Projects	\$10,000.00	\$4,640.00	\$3,293.00	\$1,672.00	\$395.00
SRWMO Cost Share Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Website – Annual Operations	\$505.00	\$234.32	\$166.30	\$84.44	\$19.95
Lakeshore Landscaping Marketing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SRWMO Annual Education Publication/Newsletter Article	\$500.00	\$232.00	\$164.65	\$83.60	\$19.75
Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Financial Audit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advertise Bids for Pro Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Watershed Plan Update to begin in 2018	\$5,175.00	\$2,401.20	\$1,704.13	\$865.26	\$204.41
<b>SUBTOTAL</b>	<b>\$26,455.00</b>	<b>\$12,275.12</b>	<b>\$8,711.63</b>	<b>\$4,423.28</b>	<b>\$1,044.97</b>
		<b>Linwood</b>	<b>East Bethel</b>	<b>Columbus</b>	<b>Ham Lake</b>
	Cost	25.00%	25.00%	25.00%	25.00%
<b>OPERATING EXPENSES (split equally four ways)</b>					
Administrator (on-call, limited)	\$2,100.00	\$525.00	\$525.00	\$525.00	\$525.00
Annual Report to BWSR and Member Communities	\$800.00	\$200.00	\$200.00	\$200.00	\$200.00
Annual Financial Report to State Auditor	\$300.00	\$75.00	\$75.00	\$75.00	\$75.00
Secretarial or Other Administrative	\$750.00	\$187.50	\$187.50	\$187.50	\$187.50
Liability Insurance	\$2,000.00	\$500.00	\$500.00	\$500.00	\$500.00
Administrative Assistance – City of East Bethel	\$300.00	\$75.00	\$75.00	\$75.00	\$75.00
<b>SUBTOTAL</b>	<b>\$6,250.00</b>	<b>\$1,562.50</b>	<b>\$1,562.50</b>	<b>\$1,562.50</b>	<b>\$1,562.50</b>
<b>GRAND TOTAL</b>	<b>\$32,705.00</b>	<b>\$13,837.62</b>	<b>\$10,274.13</b>	<b>\$5,985.78</b>	<b>\$2,607.47</b>

### Multi-Year SRWMO Budgeting Comparison

1/26/2016

Category	Type	2013 Budget	2014 Budget	2015 Budget	2016 Budget	In Watershed Mgmt Plan for 2017	2017 Draft Budget
ACD Proposal	Operating Expenses	\$1,500	\$2,850	\$2,910	\$2,975	\$2,500	\$3,200
	Non-Operating Expenses	\$41,620	\$41,314	\$41,000	\$24,230	\$20,245	\$21,280
Other Expenses	Operating Expenses	\$3,350	\$3,300	\$3,100	\$3,300	\$4,400	\$3,050
	Non-Operating Administrative Costs	\$1,425	\$1,000	\$0	\$2,200	\$1,650	\$5,175
	Non-Operating Costs - Other	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>		\$47,895	\$48,464	\$47,010	\$32,705	\$28,795	\$32,705

#### Future years budgeting expectation from the Watershed Plan

Year	Watershed Plan Budget Estimate	Notes
2018	\$47,744	Watershed plan update begins and is most of projected cost increase.
2019	\$62,195	Watershed plan update is most of projected cost increase.

# 2017 ACD PROPOSAL

TASK	SITES/ELEMENTS	In Watershed Plan for 2017	2017 Estimate
<b>Operating Expenses</b> (costs split equally among member cities per the SRWMO Joint Powers Agreement)			
Administrator (on-call, limited)	25 hrs of in and out of meeting assistance.	\$1,700	\$2,100
Annual Report to BWSR and Member Communities	Report must meet MN Rules 8410.0150. Distribution includes digital copies to 15 communities, board members, and others. 20 color hard copies must be distributed to our four member communities (5 each).	\$800	\$800
Annual Financial Report to State Auditor	Must be completed online using the Auditor's SAFES website. The SRWMO is responsible for providing a financial summary.	\$0	\$300
<b>SUBTOTAL OF OPERATING EXPENSES</b>		<b>\$2,500</b>	<b>\$3,200</b>
<b>Non-operating Expenses</b> (costs split by unique percentage outlined in SRWMO joint powers agreement)			
<b>Non-operating Administrative</b>			
Grant Search and Applications	Prepare 1 grant application, typically to BWSR or DNR grant programs.	\$1,000	\$1,000
<b>Water Condition Monitoring</b>			
Lake Level Monitoring		\$770	\$1,300
	Coon Lake		
	Linwood Lake		
	Martin Lake		
	Fawn Lake		
	Typo Lake		
Lake Water Quality Monitoring		\$0	\$0
Lake Water Quality Monitoring - Improvement Project Effectiveness		\$1,000	\$3,500
	Martin Lake		
	Typo Lake		
Stream Water Quality Monitoring		\$1,070	\$1,400
	Typo Creek at Typo Cr Drive		
Stream Hydrology Monitoring		\$1,080	\$1,350
	Typo Cr at Typo Lake outlet - both sides of carp barrier		
	Typo Creek at Typo Cr Dr - both sides of carp barrier		
Reference Wetland Hydrology Monitoring		\$1,725	\$1,725
	Carlos Reference Wetland		
	Carlos 181 <sup>st</sup> Reference Wetland		
	Tamarack Reference Wetland		
<b>Studies and Investigations</b>			
<b>Water Quality Improvement Projects</b>			
Upcoming Water Quality Projects	To be determined based on grant secured, committed partners, studies and monitoring results. Likley use of funds is match for a grant for Ditch 20 water quality projects (feasibility study ongoing in 2016).	\$10,000	\$10,000
SRWMO Cost Share Grant Fund		\$2,000	\$0
<b>Education and Public Outreach</b>			
Website – Annual Operations		\$400	\$505
	Hosting fee = \$125		
	Domain name fee = \$10		
	Maintenance fee = \$250		
	Posting minutes x 6 = \$60		
	Posting agendas x 6 = \$60		
Lakeshore Landscaping Marketing		\$700	\$0
SRWMO Annual Education Publication/Newsletter Article		\$500	\$500
<b>SUBTOTAL OF NON-OPERATING EXPENSES</b>		<b>\$20,245</b>	<b>\$21,280</b>
<b>TOTAL ACD PROPOSAL</b>		<b>\$22,745</b>	<b>\$24,480</b>

# 2016 OTHER EXPENSES

TASK	In Watershed Plan for 2017	2017 Estimate
<b>Operating Expenses</b> (costs split equally among member cities per the SRWMO Joint Powers Agreement)		
Secretarial or Other Administrative	\$1,500	\$750
Liability Insurance	\$2,600	\$2,000
Administrative Assistance – City of East Bethel	\$300	\$300
<b>SUBTOTAL OF OPERATING EXPENSES</b>	<b>\$4,400</b>	<b>\$3,050</b>
<b>Non-operating Administrative Costs</b> (costs split by unique percentage outlined in SRWMO joint powers agreement)		
Legal	\$1,200	\$0
Financial Audit	\$350	\$0
Advertise Bids for Pro Services	\$100	\$0
Watershed Plan Update (to begin in 2018; budgeting across multiple yrs)	\$0	\$5,175
<b>SUBTOTAL of Non-Operating Administrative Expenses</b>	<b>\$1,650</b>	<b>\$5,175</b>
<b>Non-operating Costs</b> (costs split by unique percentage outlined in SRWMO joint powers agreement)		
None	\$0	\$0
<b>SUBTOTAL of Non-Operating Expenses</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL OTHER COSTS</b>	<b>\$6,050</b>	<b>\$8,225</b>



# City of East Bethel City Council Work Meeting Agenda Information

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**Date:**

February 3, 2016

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**Agenda Item Number:**

Item 4.0

\*\*\*\*\*

**Agenda Item:**

Coon Lake Beach Clean Up Day

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**Requested Action:**

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**Background Information:**

Prior to 2009 the Coon Lake Beach Community Center paid for the dumpsters for Coon Lake Beach Clean Up Day. Due to financial constraints that began in 2009, the Community Center requested the City to pay for the trash collection for this portion of the Recycle Day. The City has paid for 2 to 3 - 40 yard roll off dumpsters at a cost of \$1,300 to \$2,000 per year for this activity since that time. This cost is not eligible for reimbursement from our County Recycle Grant and is paid from our General Fund.

This event, which is held the first Saturday in May, provides recycling collection for only scrap metal and batteries, and provides dumpsters for the disposal of non-recyclable items, excluding mattresses and large pieces of furniture. The City's Spring and Fall Recycle Day do not accept non-recyclables.

The advantages of continuance of this service are:

1. Trash collection, as part of this event, could eliminate indiscriminate dumping and may aid in the clean up and general appearance of the neighborhood.

The disadvantages of continuance are:

1. This could be a precedence that other neighborhoods in the City may request

Council is requested to consider if this is a matter the City desires to continue.

\*\*\*\*\*

**Fiscal Impact:**

To be determined

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**Recommendation(s):**

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**City Council Action**

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

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

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

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

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



# City of East Bethel City Council Work Meeting Agenda Information

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**Date:**

February 3, 2016

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**Agenda Item Number:**

Item 5.0

\*\*\*\*\*

**Agenda Item:**

2017 Booster Day

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**Requested Action:**

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**Background Information:**

Staff will present a report that reviews the status of Booster Day 2017.

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**Fiscal Impact:**

To be determined

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**Recommendation(s):**

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**City Council Action**

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

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

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

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

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