

City of East Bethel

City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: April 20, 2011



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 Presentations**

Page 1-3 A. Sheriff's Report

Page 4-9 B. Joint Law Enforcement Council Agreement

8:00 PM **5.0 Public Hearing**

Page 10-15 A. On Sale/Sunday Liquor License Viking Meadows Golf Course

8:20 PM **6.0 Public Forum**

8:40 PM **7.0 Consent Agenda**

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.

Page 18-21 A. Approve Bills

Page 22-40 B. Meeting Minutes, April 6, 2011 Regular Meeting

C. Appoint Seasonal Maintenance Workers

New Business

8.0 Commission, Association and Task Force Reports

A. Planning Commission (**No Report**)

8:45 PM B. Park Commission

Page 41-50 1. Meeting Minutes, March 9, 2011

8:47 PM C. Road Commission

Page 51-56 1. Meeting Minutes, March 8, 2011

9.0 Department Reports

8:50 PM A. Engineer

Page 57-69 1. Water Treatment Plant Evaluation

9:00 PM B. Attorney

Page 70-95 1. Upper Rum River Watershed Management Organization (URRWMO) Joint Powers Agreement

Page 96-117 2. Sunrise River Watershed Management Organization (SRWMO) Joint Powers Agreement

C. Finance (**No Report**)

D. Public Works (**No Report**)

9:15 PM E. Planning and Inspection/Code Enforcement

Page 118-121 1. Code Enforcement Report

9:20 PM F. Fire Department

- Page 122-130
- 9:25 PM
- Page 131-135
- Page 136-137
- Page 138
- 1. March Reports
- G. City Administrator
 - 1. US Cable PEG Fees
 - 2. GRE Report
 - 3. Closed Session – Anoka County HRA Lawsuit

10.0 Other

- 10:00 PM
- 10:05 PM
- A. Council Reports
- B. Other

- 10:10 PM
- 11.0 Adjourn**

CITY OF EAST BETHEL – MARCH 2011

| ITEM | MARCH | FEBRUARY | YTD 2011 | MARCH YTD 2010 |
|-------------------------|--------------|-----------------|-----------------|---------------------------|
| Radio Calls | 372 | 326 | 1,043 | 1,028 |
| Incident Reports | 296 | 248 | 844 | 1,070 |
| Burglaries | 3 | 1 | 6 | 7 |
| Thefts | 13 | 10 | 40 | 48 |
| Crim.Sex Cond. | 0 | 0 | 1 | 3 |
| Assault | 3 | 2 | 5 | 5 |
| Dam to Prop. | 1 | 1 | 8 | 11 |
| Harr. Comm. | 3 | 2 | 10 | 5 |
| Felony Arrests | 7 | 2 | 10 | 9 |
| Gross Mis. | 0 | 1 | 1 | 1 |
| Misd. Arrests | 7 | 5 | 14 | 26 |
| DUI Arrests | 5 | 2 | 11 | 21 |
| Domestic Arr. | 1 | 3 | 6 | 4 |
| Warrant Arr. | 4 | 5 | 10 | 18 |
| Traffic Arr. | 48 | 46 | 155 | 255 |

**CITY OF EAST BETHEL – MARCH 2011
COMMUNITY SERVICE OFFICERS**

| ITEM | MARCH | FEBRUARY | YTD 2011 | MARCH YTD 2010 |
|-------------------------|--------------|-----------------|-----------------|---------------------------|
| Radio Calls | 9 | 7 | 30 | 40 |
| Incident Reports | 12 | 7 | 30 | 47 |
| Accident Assist | 1 | 4 | 8 | 3 |
| Veh. Lock Out | 5 | 1 | 11 | 3 |
| Extra Patrol | 41 | 25 | 89 | 84 |
| House Check | 4 | 6 | 10 | 1 |
| Bus. Check | 21 | 18 | 62 | 22 |
| Animal Compl. | 4 | 1 | 11 | 18 |
| Traffic Assist | 1 | 2 | 7 | 22 |
| Aids: Agency | 69 | 63 | 187 | 237 |
| Aids: Public | 25 | 26 | 87 | 64 |
| Paper Service | 0 | 9 | 10 | 2 |
| Inspections | 0 | 0 | 0 | 0 |
| Ordinance Viol. | 0 | 0 | 0 | 2 |



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 4.0 A

Agenda Item:

Monthly Sheriff's Report

Requested Action:

Information Only

Background Information:

Lieutenant Orlando will review the monthly statistics and report on activities for the month of March, 2011.

Fiscal Impact:

None

Recommendation(s):

Information Only

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required: X



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 4.0 B

Agenda Item:

Anoka County Joint Law Enforcement Council Presentation

Requested Action:

The Anoka County Joint Law Enforcement Council is requesting that Resolution 2011-13 Supporting the Anoka County Joint Law Enforcement Council (JLEC) Projects and Public Safety Bonding Authority as provided for in HF 429 and SF 275 to provide for County-wide public safety initiatives be adopted.

Background Information:

The Anoka County's Sheriff's Office made a request to make a presentation to the Mayor, Council and residents regarding the Anoka County Joint Law Enforcement Council (JLEC) project to update the public safety records and information systems. Anoka County Attorney, Tony Palumbo will present the information on legislation that JLEC has proposed, with County Board approval, for the JLEC Projects and to revise Minn. Stat. §383E.21 which permitted the tax for the public levy for the 800 MHz radio to appear on a separate line item on property tax statements.

Attachment(s):

1. Anoka County Public Safety Data System Fact Sheet
2. Resolution 2011-13 Supporting the Anoka County JLEC Projects and Public Safety Bonding Authority as Provided for in HF 429 and SF 275 to Provide for County-wide Public Safety Initiatives

Fiscal Impact:

None at this time

Recommendation(s):

Staff is seeking direction from Council on adoption of Resolution 2011-13 Resolution Supporting the Anoka County JLEC Projects and Public Safety Bonding Authority as Provided for in HF 429 and SF 275 to Provide for County-wide Public Safety Initiatives.

City Council Action

Motion by: _____

Second by: _____

Vote Yes:_____

Vote No:_____

No Action Required:_____

Who is involved in this project?

The Anoka County Joint Law Enforcement Council (JLEC) is a joint powers entity comprised of all chief law enforcement officers, the sheriff, county attorney, a fire chief, together with county commissioners and city council members. The JLEC has a successful 40-year track record of fostering and managing shared criminal justice programs and consolidated services including major crimes investigation, a consolidated police records system for all 11 law enforcement agencies, and a county-wide dispatch center. For this project, we are working together with the Anoka County Fire Protection Council as well.

What is the project?

The JLEC is seeking to update the public safety records and information systems. To fund this project, we are seeking to revise the bonding authority granted to the Anoka County Board for the implementation of 800 mhz radio communications in 2002 so that the same mechanism can fund future countywide public safety initiatives.

The project currently in development would replace or upgrade several dated critical public safety records and information service applications in the communications/dispatch center, the police records system, fire service dispatch and records systems, and jail records. The vision for the future of Anoka County's public safety information systems is one of further consolidation and complete integration providing for seamless collection, dissemination, archiving, and analysis of public safety data. We want the right people to have the right data at the right time.

The JLEC and the Fire Protection Council will be seeking other funding sources for this project including grants, but we anticipate that bonding will be necessary. The JLEC has proposed legislation, with County Board approval, to revise Minn. Stat. §383E.21 which permitted the tax for the public safety levy for 800 mhz radio to appear on a separate line item on property tax statements. This allows our citizens to know exactly where those tax dollars are being spent.

Why is the JLEC proposing this project?

Currently, public safety information systems in Anoka County are fragmented with different systems being utilized by different disciplines. Call records in the 911 center are not integrated with either police or fire records, requiring either cumbersome "work-arounds" or manual re-keying of already entered data. The countywide law enforcement records system is at the end of its lifespan and does not provide records management for fire or emergency management. Anoka County's jail records require officers to handwrite data already entered into the police records system so that it may be re-keyed into the jail records system. Each time data is transferred from one system to the next, time is wasted and errors may be introduced. Additionally, because of errors in our records across these multiple systems, Anoka County had the highest rate of suspense files in the metro area in 2010, with 14% of our criminal records not being recorded properly due to data errors. Metro counties with better integration of their systems have rates around 5%. We are concerned that we do not have accurate criminal history data as a result.

How will new systems be selected?

To begin the process of selecting a new system, the first phase of the project will be an extensive needs analysis of law enforcement, fire, dispatch, jail and emergency management. This needs

assessment will focus not only on what information needs to be stored by each of the individual system but also on how the systems need to communicate with each other and with external sources. We will be seeking to identify the areas in which we can become more efficient and effective in serving the public without increasing staff. The outcomes of the first phase of the project will be a comprehensive needs analysis, a projected cost and timeline for the project, and one or more RFP's to seek a vendor or vendors which can meet the needs identified in the needs analysis.

When will the new systems be implemented?

Currently, we only have a time estimate of the first phase of the project. We anticipate approximately six months for completing the needs analysis as well as developing the RFP and the RFP selection process. At the beginning of the second phase of the project, we will develop and agree upon timelines prior to contracting with any vendors.

How will this project be funded?

The funding for the first phase of the project has already been secured from multiple sources including the JLEC and the Fire Protection Council. The cost of the second phase of the project is currently estimated between \$3,500,000 and \$5,500,000. A recent project in another metro city that included only law enforcement records system and dispatch cost \$1,800,000. We believe that through collaboration and utilization of a shared system, we can not only serve the public more efficiently and effectively, but we can also realize a significant cost savings through the implementation of a shared system. For the second phase of the project, we will be seeking a variety of funding sources including grants, but ultimately bonding will be required.

As noted above, we are seeking a legislative change to allow for the use of the same funding mechanism used for the 800 mhz project. To this end, members of Anoka County's legislative delegation have introduced SF 275 and HF 429. This will allow the taxpayer to see the cost of the county-wide public safety records and information system on a separate line on their tax statement. These bills enjoy bipartisan support from our legislators as well as the Anoka County Board. Presently the bonds for 800 mhz project will be paid off in 2012. Based on the timing of this project, the payment on the bonds would begin in 2013. Therefore, homeowners will still see a significant decrease on this line item in 2013. The exact amount of the decrease is not known at this time because the final cost of the project has not been determined, nor do we know the amount of grant funding that will be available. However, the cost of the 800 mhz project for a \$200,000 home in Anoka County was approximately \$7.00 per year. That project was 10.2 million dollars over ten years. The current project is projected to be about half the cost of the 800 mhz project.

Questions or Comments?

Sheriff James Stuart
Anoka County Sheriff
James.Stuart@co.anoka.mn.us
763-323-5022

Tony Palumbo
Anoka County Attorney/
JLEC Chair
Tony.Palumbo@co.anoka.mn.us
763-323-5666

Robyn West
Anoka County Intergovernmental &
Community Relations Committee Chair

Kathy Tingelstad
Anoka County Intergovernmental Relations
Kathy.Tingelstad@co.anoka.mn.us
763-286-7293

Chief Chris Olson
Blaine Police Chief
JLEC RMS Committee Chair
colson@ci.blaine.mn.us
763-785-6196

Kate McPherson
Assistant County Attorney/
Head of Operations
kate.mcpherson@co.anoka.mn.us
763-323-5592

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

RESOLUTION NO. 2011-13

RESOLUTION SUPPORTING THE ANOKA COUNTY JOINT LAW ENFORCEMENT COUNCIL (JLEC) AND PUBLIC SAFETY BONDING AUTHORITY AS PROVIDED FOR IN HF 429 AND SF 275 TO PROVIDE FOR COUNTY-WIDE PUBLIC SAFETY INITIATIVES.

WHEREAS, the Anoka County Joint Law Enforcement Council (JLEC) was formed to benefit the public safety of the citizens of Anoka County; and

WHEREAS the JLEC has nearly four decades of experience successfully creating and managing shared services for its member communities;

WHEREAS, the City of East Bethel has actively participated in the JLEC through the participation of our chief law enforcement officer and our elected officials; and

WHEREAS, the safety of the public and police and fire personnel will be enhanced by improvements in the speed and accuracy of shared public safety information systems; and

WHEREAS, the public safety databases are aging and outdated, do not support effective data sharing, and do not support data archiving and crime analysis activities, and

WHEREAS, significant public safety staff resources may be redirected from redundant data entry to more effective public safety efforts; and

WHEREAS, both residents of and public safety agencies in Anoka County have benefitted from improved public safety, increased effectiveness, and resource conservation due to the resulting economies of scale provided by shared and consolidated services; and

WHEREAS, the JLEC desires to implement a comprehensive shared public safety information system in Anoka County whereby law enforcement, fire, jail, dispatch, and emergency preparedness data may be maintained and shared; and

WHEREAS, the JLEC and the Anoka County Board support a legislative change to allow the use of the specific bonding authority provided in Minnesota Statute 383E to fund county-wide public safety projects;

NOW, THEREFORE, be it resolved that the City Council of the City of East Bethel does with this action, support and endorse a countywide integrated public safety information system; and

BE IT FURTHER RESOLVED that the City Council does hereby support the expansion of the public safety bonding authority provided by MSS 383E to county-wide public safety projects as provided for in HF 429 and SF 275.

Adopted this 20th day of April, 2011 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Richard Lawrence, Mayor

ATTEST:

Jack Davis, Interim City Administrator/Clerk/Treasurer



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 5.0

Agenda Item:

Public Hearing – On Sale and Sunday Liquor License for Viking Meadows Inc. and consideration of approval of licenses.

Requested Action:

Conduct Public Hearing and consider approval of and On Sale and Sunday Liquor License for Viking Meadows, Inc. located at 1788 Viking Blvd. NE, East Bethel, MN 55011.

Background Information:

Staff is recommending that Council conduct a public hearing to take comments from the public regarding an On Sale and Sunday Liquor License for Viking Meadows, Inc. as required by East Bethel City Code, Article III, Intoxicating Liquors, Section 6-55. This was also published in the Anoka County Union.

The process should be that the Mayor opens the Public Hearing and invites members of the audience to step forward and provide comments.

When the there are no additional comments, a motion to close the hearing should be offered followed by a second and a vote on the motion.

Once the hearing is closed staff is recommending Council consider approval of an On Sale and Sunday Liquor License for Viking Meadows. Inc. All application materials, fees, and insurance documents have been submitted for the On Sale/Sunday Liquor License. ACSO is in the process of doing background checks on the three owners and the license would be contingent on the background checks being completed and compliant with City Code.

Attachments:

1. On Sale/Sunday Liquor License Application
2. Insurance Certificates
3. Public Notice

Fiscal Impact:

None at this time

Recommendation(s):

Staff recommends conducting the public hearing to receive comments on the On Sale and Sunday Liquor Licenses for Viking Meadows Golf Course. Once the public hearing is closed, staff recommends Council consider approval of and On Sale and Sunday Liquor license for Viking Meadows Inc., dba. Viking Meadows Golf Club at 1788 Viking Blvd. NE, East Bethel, MN 55011.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
1) City issued on sale intoxicating and Sunday liquor licenses
2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License EAST BETHEL License Period From: 4/21/11 To: 6/30/11

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ 87500 Sunday License fee: \$ 25000 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: VIKING MEADOWS GOLF CLUB (corporation, partnership, LLC, or Individual) DOB _____ Social Security # _____

Business Trade Name VIKING MEADOWS GOLF CLUB Business Address 1788 VIKING BLVD City EAST BETHEL

Zip Code 55011 County ANOKA Business Phone 763-434-4205 Home Phone _____

Home Address _____ City _____ Licensee's MN Tax ID # 2460170

Licensee's Federal Tax ID # 41-1568777 (To Apply call 651-296-6181)
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

DEANNA KELVEN

Partner/Officer Name (First Middle Last) DEANNA KELVEN Social Security # _____

RONALD OLSON

Partner/Officer Name (First Middle Last) RONALD OLSON Social Security # _____ Home Address _____

JEFF MATHIAS

Partner/Officer Name (First Middle Last) JEFF MATHIAS Social Security # _____ Home Address _____

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: GENERAL CASUALTY Policy # WWC0517784

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2011

PRODUCER (763)574-7447 FAX (763)574-7504
The Insurance Mart
 6875 Highway 65 NE
 Fridley, MN 55432
 Karen Chartier

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Viking Meadows Inc**
 1788 Viking Blvd NE
 East Bethel MN 55011

| INSURERS AFFORDING COVERAGE | NAIC # |
|--------------------------------|--------|
| INSURER A: Allied Group | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------------------|--|---------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | ACP7132804263 | 08/21/2010 | 08/21/2011 | EACH OCCURRENCE \$ 1,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | OTHER Liquor Liability | ACP7132804263 | 04/20/2011 | 06/30/2011 | \$1,000,000 ea occurrence \$1,000,000 aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
 City of East Bethel
 Attn: Wendy Warren
 2241 221st Ave NE
 East Bethel, MN 55011

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Larry Ward Ltd.



City of East Bethel

NOTICE OF PUBLIC HEARING

ON-SALE AND SUNDAY LIQUOR LICENSE

NOTICE IS HEREBY GIVEN of a public hearing to be held on April 20, 2011, at 7:30 P.M. at City of East Bethel City Hall, 2241 221st Avenue NE, East Bethel, MN 55011, before the East Bethel City Council as required by City Code for Viking Meadows Inc. dba Viking Meadows Golf Club in conjunction with an On-Sale and Sunday Liquor License for the facility located at 1788 Viking Blvd. NE, East Bethel, MN 55011. At said hearing all persons shall be heard who wish to speak for or against the proposed license.

Contact City Hall at 763-367-7840 if you have any questions about the public hearing.

Jack Davis
Interim City Administrator/Clerk/Treasurer

Dated: April 6, 2011
Published: April 15, 2011, Anoka County Union



Payments for Council Approval April 20, 2011

| | |
|---|---------------------|
| Bills to be Approved for Payment | \$61,558.59 |
| Electronic Payments | \$26,398.67 |
| Payroll Fire Dept - April 15, 2011 | \$6,176.33 |
| Payroll City Staff - April 14, 2011 | \$42,351.01 |
| Total to be Approved for Payment | \$136,484.60 |

City of East Bethel

April 20, 2011

Payment Summary

| Department | Description | Invoice | Vendor | Fund | Dept | Amount |
|-------------------------------|--------------------------------|----------------|--------------------------------|------|-------|-----------|
| Arena Operations | Bldgs/Facilities Repair/Maint | 2343111 | Trane U.S. Inc. | 615 | 49851 | 875.00 |
| Arena Operations | Professional Services Fees | 32 | Gibson's Management Company | 615 | 49851 | 5,655.70 |
| Arena Operations | Telephone | 40111 | Qwest | 615 | 49851 | 110.74 |
| Assessing | Professional Services Fees | 40111 | Kenneth A. Tolzmann | 101 | 41550 | 11,364.00 |
| Building Inspection | Conferences/Meetings | 2201 | ICC | 101 | 42410 | 130.00 |
| Building Inspection | Professional Services Fees | 75398 | TR Computer Sales, LLC | 101 | 42410 | 28.75 |
| Central Services/Supplies | Information Systems | 214540 | City of Roseville | 101 | 48150 | 2,009.58 |
| Central Services/Supplies | Information Systems | 40634 | US Cable | 101 | 48150 | 1,295.81 |
| Central Services/Supplies | Office Supplies | 556773698001 | Office Depot | 101 | 48150 | 10.57 |
| Central Services/Supplies | Office Supplies | 556629524001 | Office Depot | 101 | 48150 | 8.41 |
| Central Services/Supplies | Office Supplies | 556629594001 | Office Depot | 101 | 48150 | 70.52 |
| Central Services/Supplies | Office Supplies | 557119102001 | Office Depot | 101 | 48150 | 14.63 |
| Central Services/Supplies | Office Supplies | 557489913001 | Office Depot | 101 | 48150 | 143.48 |
| Central Services/Supplies | Telephone | 32811 | Qwest | 101 | 48150 | 231.44 |
| Fire Department | Motor Vehicle Services (Lic'd) | IEB-0404-12694 | North Metro Auto Glass | 101 | 42210 | 197.42 |
| Fire Department | Motor Vehicle Services (Lic'd) | 1539-458151 | O'Reilly Auto Parts | 101 | 42210 | 202.06 |
| Fire Department | Motor Vehicle Services (Lic'd) | 1539-457885 | O'Reilly Auto Parts | 101 | 42210 | 28.11 |
| Fire Department | Motor Vehicle Services (Lic'd) | 1539-457883 | O'Reilly Auto Parts | 101 | 42210 | 422.03 |
| Fire Department | Motor Vehicle Services (Lic'd) | 1539-458562 | O'Reilly Auto Parts | 101 | 42210 | 188.19 |
| Fire Department | Motor Vehicles Parts | 1539-459210 | O'Reilly Auto Parts | 101 | 42210 | 55.65 |
| Fire Department | Personnel Advertising | 6684 | Express Signs & Balloons, Inc. | 231 | 42210 | 106.88 |
| Fire Department | Personnel Advertising | 24313 | Menards Cambridge | 231 | 42210 | 77.89 |
| Fire Department | Personnel Advertising | 30211 | The Courier | 231 | 42210 | 102.50 |
| Fire Department | Professional Services Fees | 40111 | City of East Bethel | 231 | 42210 | 1,666.67 |
| Fire Department | Telephone | 32811 | Qwest | 101 | 42210 | 411.60 |
| General Govt Buildings/Plant | Bldg/Facility Repair Supplies | 24085 | Menards Cambridge | 101 | 41940 | 104.11 |
| General Govt Buildings/Plant | Bldg/Facility Repair Supplies | 101618 | Rogers Electric | 101 | 41940 | 789.86 |
| General Govt Buildings/Plant | Bldgs/Facilities Repair/Maint | 470630148 | Cintas Corporation #470 | 101 | 41940 | 20.59 |
| General Govt Buildings/Plant | Bldgs/Facilities Repair/Maint | 14710 | GHP Enterprises, Inc. | 101 | 41940 | 384.22 |
| General Govt Buildings/Plant | Bldgs/Facilities Repair/Maint | 455408-03-11 | Premium Waters, Inc. | 101 | 41940 | 25.21 |
| General Govt Buildings/Plant | Bldgs/Facilities Repair/Maint | 116476 | Robert B. Hill Company | 101 | 41940 | 19.24 |
| Housing & Redevelopment Autho | Legal Fees | 110816 | Eckberg, Lammers, Briggs, | 230 | 23000 | 418.00 |
| Legal | Legal Fees | 32911 | Carson, Clelland & Schreder | 101 | 41610 | 8,678.25 |
| Legal | Legal Fees | 110816 | Eckberg, Lammers, Briggs, | 101 | 41610 | 6,627.18 |
| Legal | Legal Fees | 32411 | Randall and Goodrich, P.L.C. | 101 | 41610 | 872.75 |
| Mayor/City Council | Professional Services Fees | 205263 | Municipal Code Corp. | 101 | 41110 | 1,655.52 |
| Park Maintenance | Bldg/Facility Repair Supplies | 24087 | Menards Cambridge | 101 | 43201 | 90.00 |
| Park Maintenance | Clothing & Personal Equipment | 470623050 | Cintas Corporation #470 | 101 | 43201 | 36.72 |
| Park Maintenance | Clothing & Personal Equipment | 470626618 | Cintas Corporation #470 | 101 | 43201 | 46.45 |
| Park Maintenance | Commissions and Boards | 33111 | Barb Hagenson | 101 | 43201 | 100.00 |
| Park Maintenance | Equipment Parts | 1539-456662 | O'Reilly Auto Parts | 101 | 43201 | 30.00 |
| Park Maintenance | Other Equipment Rentals | 105012581 | Airgas North Central | 101 | 43201 | 50.00 |
| Park Maintenance | Professional Services Fees | 40111 | Jill Teetzel | 101 | 43201 | 165.00 |
| Park Maintenance | Small Tools and Minor Equip | 24087 | Menards Cambridge | 101 | 43201 | 52.00 |
| Payroll | Union Dues | 40634 | MN Teamsters No. 320 | 101 | | 701.35 |
| Planning and Zoning | Professional Services Fees | 391 | GIS Rangers | 101 | 41910 | 698.63 |
| Planning and Zoning | Professional Services Fees | 40111 | Jill Teetzel | 101 | 41910 | 200.00 |
| Police | Professional Services Fees | 40111 | Gratitude Farms | 101 | 42110 | 497.03 |
| Recycling Operations | Other Advertising | 40611 | The Courier | 226 | 43235 | 225.00 |
| Recycling Operations | Professional Services Fees | 40634 | Cedar East Bethel Lions | 226 | 43235 | 1,000.00 |
| Sewer Operations | Bldg/Facility Repair Supplies | S01295806.001 | Ferguson Waterworks | 602 | 49451 | 834.58 |
| Sewer Operations | Bldgs/Facilities Repair/Maint | 2571 | North Star Pump Service | 602 | 49451 | 3,740.63 |

City of East Bethel

April 20, 2011

Payment Summary

| Department | Description | Invoice | Vendor | Fund | Dept | Amount |
|--------------------------------|-------------------------------|--------------|------------------------------|------|-------|--------------------|
| Sewer Operations | Bldgs/Facilities Repair/Maint | 2572 | North Star Pump Service | 602 | 49451 | 1,743.25 |
| Sewer Operations | Legal Fees | 32411 | Randall and Goodrich, P.L.C. | 602 | 49451 | 475.00 |
| Sewer Operations | Other Equipment Rentals | 16300 | St Francis True Value Hdwe | 602 | 49451 | 21.38 |
| Sewer Operations | Professional Services Fees | 78025 | Utility Consultants, Inc. | 602 | 49451 | 437.00 |
| Street Maintenance | Bldgs/Facilities Repair/Maint | 470623050 | Cintas Corporation #470 | 101 | 43220 | 26.50 |
| Street Maintenance | Bldgs/Facilities Repair/Maint | 470626618 | Cintas Corporation #470 | 101 | 43220 | 26.50 |
| Street Maintenance | Bldgs/Facilities Repair/Maint | 455408-03-11 | Premium Waters, Inc. | 101 | 43220 | 25.21 |
| Street Maintenance | Clothing & Personal Equipment | 470626618 | Cintas Corporation #470 | 101 | 43220 | 64.36 |
| Street Maintenance | Clothing & Personal Equipment | 470623050 | Cintas Corporation #470 | 101 | 43220 | 46.24 |
| Street Maintenance | Commissions and Boards | 32311 | Jeff Jensen | 101 | 43220 | 50.00 |
| Street Maintenance | Conferences/Meetings | 100025355 | Soderquist's Market | 101 | 43220 | 11.97 |
| Street Maintenance | Equipment Parts | 1539-456662 | O'Reilly Auto Parts | 101 | 43220 | 33.96 |
| Street Maintenance | Other Equipment Rentals | 105012581 | Airgas North Central | 101 | 43220 | 86.24 |
| Street Maintenance | Other Equipment Rentals | RI03110220 | Minneapolis Oxygen Co. | 101 | 43220 | 17.10 |
| Street Maintenance | Professional Services Fees | 40111 | Jill Teetzel | 101 | 43220 | 110.00 |
| Street Maintenance | Repairs/Maint Machinery/Equip | 17947 | Central Truck Service, Inc | 101 | 43220 | 751.07 |
| Street Maintenance | Shop Supplies | 24306 | Menards Cambridge | 101 | 43220 | 110.51 |
| Street Maintenance | Shop Supplies | 24087 | Menards Cambridge | 101 | 43220 | 21.00 |
| Street Maintenance | Small Tools and Minor Equip | WWW0982 | CDW Government, Inc. | 101 | 43220 | 46.16 |
| Street Maintenance | Small Tools and Minor Equip | 70229 | Menards - Forest Lake | 101 | 43220 | 162.35 |
| Street Maintenance | Small Tools and Minor Equip | 24087 | Menards Cambridge | 101 | 43220 | 34.24 |
| Street Maintenance | Street Maint Materials | 12277 | Bjorklund Trucking | 101 | 43220 | 1,295.86 |
| Street Maintenance | Street Maint Materials | 169961 | Johnston Fargo Culvert, Inc. | 101 | 43220 | 750.37 |
| Street Maintenance | Street Maint Materials | 18051 | Menards Cambridge | 101 | 43220 | 29.88 |
| Street Maintenance | Telephone | 32811 | Qwest | 101 | 43220 | 67.90 |
| Street Maintenance | Travel Expenses | 33111 | Jack Davis | 101 | 43220 | 79.05 |
| Water Utility Capital Projects | Legal Fees | 110816 | Eckberg, Lammers, Briggs, | 433 | 49405 | 759.00 |
| Water Utility Capital Projects | Legal Fees | 32411 | Randall and Goodrich, P.L.C. | 433 | 49405 | 698.25 |
| Water Utility Operations | Telephone | 40111 | Qwest | 601 | 49401 | 108.29 |
| | | | | | | \$61,558.59 |

City of East Bethel

April 20, 2011

Payment Summary

| Department | Description | Invoice | Vendor | Fund | Dept | Amount |
|------------|----------------------------|---------|--------|------|------|--------------------|
| | | | | | | |
| | Electronic Payments | | | | | |
| | PERA | | | | | \$5,607.92 |
| | Federal Withholding | | | | | \$6,450.44 |
| | Medicare Withholding | | | | | \$1,865.68 |
| | FICA Tax Withholding | | | | | \$6,690.84 |
| | State Withholding | | | | | \$2,642.22 |
| | MSRS | | | | | \$3,141.57 |
| | | | | | | \$26,398.67 |
| | | | | | | |
| | | | | | | |
| | | | | | | |



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 7.0 A-C

Agenda Item:

Consent Agenda

Requested Action:

Consider approving Consent Agenda as presented

Background Information:

Item A

Bills/Claims

Item B

Meeting Minutes, April 6, 2011 Regular City Council

Meeting minutes from the April 6, 2011 Regular City Council Meeting are attached for your review and approval.

Item C

Appoint Seasonal Maintenance Employees

The City Council recently approved the hiring of three seasonal maintenance employees. The City advertised for the positions and received thirty two applications. The Public Works Manager /Interim City Administrator interviewed eight individuals for the position and has identified the three individuals for the seasonal maintenance position that will best meet our needs.

City staff is recommending the appointment of Colin Bartz, Matthew Scheeler and Christian Bartz for the three seasonal maintenance positions for 2011. Under the supervision and direction of the Public Works Manager, these individuals will perform various types of manual labor in the general maintenance of the Parks Department for a period of up to 63 working days. Both Mr. Colin Bartz , Christian Bartz and Mr. Scheeler are qualified for the seasonal maintenance positions. All references have been checked and the results did not reveal any issues.

City staff is requesting approval to re-hire Colin Bartz and hire Matthew Scheeler at a rate of \$11.00/hr. Mr. Scheeler and Colin Bartz are previous seasonal employees and will begin work on May 16, 2011. City staff is requesting approval to hire Christian Bartz. Christian would be a first year employee and be paid \$10.00/hr and would begin employment on May 2, 2011. Funding for these positions is provided for in the General Fund Budget for 2011 under the Parks Department budget.

Fiscal Impact:

As noted above.

Recommendation(s):

Recommend approval of the Consent Agenda as presented.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

EAST BETHEL CITY COUNCIL MEETING

April 6, 2011

The East Bethel City Council met on April 6, 2011 at 7:30 PM for their regular meeting at City Hall.

MEMBERS PRESENT: Bill Boyer Bob DeRoche Richard Lawrence
Heidi Moegerle Steve Voss

ALSO PRESENT: Jack Davis, Interim City Administrator
Mark Vierling, City Attorney
Craig Jochum, City Engineer

Call to Order **The April 6, 2011 City Council meeting was called to order by Mayor Lawrence at 7:30 PM.**

Adopt Agenda **Boyer made a motion to adopt the April 6, 2011 City Council agenda. DeRoche seconded; all in favor, motion carries.**

Public Forum Lawrence opened the Public Forum for any comments or concerns that were not listed on the agenda.

Denise Lachinski of 22286 Vermillion Street said as of tonight we still have not been notified that the trail is going through our backyard; the Cedar Creek/Booster Trail is going through our backyard. She asked is the Park Committee going to meet with us, sometimes they have their meetings at a park and invite the neighborhoods in to talk. Davis asked her availability to meet with him and the engineer to discuss the project and her property. Lachinski agreed to a meeting. She said again, our neighborhood was never notified that this was where the trail was going. Lachinski said our property has already been vandalized.

There were no more comments so the Public Forum was closed.

Consent Agenda **Boyer made motion to approve the Consent Agenda including: A) Approve Bills; B) Meeting Minutes, March 16, 2011 Regular Meeting; C) Resolution 2011-11 Approval of Gambling Premise Permit for Blaine Youth Hockey at Fat Boys Bar & Grill; D) Accept Resignation – Administrative Support Public Works/Fire Department; E) Municipal Well No. 1 & 2 – Change Order No. 2 to Traut Wells. DeRoche seconded; all in favor, motion carries.**

Site Plan Review – Water Treatment Facility – 19458 Taylor St. NE Davis explained that on January 19, 2011, City Council tabled the request for a site plan review and made a request to extend the 60-day review period per Minnesota State Statute 15.99 for an additional sixty (60) days, ending April 12, 2011. The reason for the extension was because the project was temporarily suspended and to give City Council and staff additional time to re-evaluate the project as a whole.

Because the site plan review meets requirements set forth in East Bethel City Code Appendix A, Zoning, and meets the intent of the City Council approved East Bethel Comprehensive Plan, Planning Commission recommends approval to City Council of the site plan review for the construction of the City of East Bethel Water Treatment Facility at the property to be owned by the City of East Bethel, 19458 Taylor Street NE, East Bethel, MN, with the conditions as outlined in the packet.

Although Planning Commission recommended approval of the site plan, City Council may want to consider denial based on the findings of fact that the site plan and project as a whole may be revised after the water quality data is obtained from the test wells. Once the data is received, City Council will then determine if there is a need for a water treatment facility, and if so, City Council will determine if the proposed water treatment facility will need to be modified to fit the city's needs.

After a preliminary review of the facility by Craig Jochum, City Engineer and Jack Davis, Interim City Administrator/Public Works Manager, it is in their opinion there are areas in which the proposed facility could be modified that may decrease the overall cost of the facility.

Voss asked so staff is recommending denial of the plan to see what is going on, why can't the City rescind their application he thought there was an issue with denying a site plan within 60 days. Vierling said if you withdraw the application then there is no 60 day issue. Voss said he would rather do that then waive the 60 day requirement. Moegerle said with regard to withdraw of the application can it be resubmitted with minimum effects. Vierling said yes.

Voss made a motion to rescind the application for Site Plan Review for the East Bethel Water Treatment Facility at 19458 Taylor Street NE, East Bethel, MN, 55011. Boyer seconded. Lawrence asked we are rescinding the water treatment plant. Voss said no, this is the site plan application. **All in favor, motion carries.**

Conditional
Use Permit
Request –
Great River
Energy for 69
kV
Transmission
Line Location

Davis explained that on March 22, 2011 Planning Commission held a public hearing for the Conditional Use Permit (CUP) request for Great River Energy (GRE) in which all persons had to opportunity to speak. The draft meeting minutes have been attached for your review as Attachment #12.

Ordinance 15, Second Series (adopted by City Council on January 6, 2010), establishes the requirements and criteria for conditional use permits for transmission lines in the City of East Bethel.

According to the ordinance, Phase 1 includes a work group process in which the work group will conduct an analysis of the proposed routes and present its report to the city's Planning Commission. The work group was established by City Council in September 2010 and has been holding work group meetings with GRE representatives since then.

According to the code, the "work group will conduct an analysis of the alternatives and present its report to the city's Planning Commission. The city's Planning Commission, based on the work groups' submittals and applicant presentation, will narrow the alternatives for the siting of the transmission line or facility. Following the Phase 1 process, the applicant may submit an application for a conditional use permit." On Monday, February 7, 2011, the work group unanimously made a recommendation of a route that was not originally presented to Planning Commission for the transmission line location. This route is known as "Route I."

The work group made this recommendation by taking into consideration the minimal impacts to existing ecological areas, including Cedar Creek Natural History Area; it affects the least amount of people, and has fewer turns and angles than the other routes. The

majority of the line would be in Athens Township and Linwood Township, with a small portion affecting the area on the northeast side of Fish Lake/Cedar Creek Natural History Area. This information was conveyed to GRE; they conducted an analysis of this proposed route which is part of Attachment #3. Also, Linwood and Athens Township staff was notified of proposed routes I and A.

On February 22, 2011, Planning Commission heard the recommendation of the work group. Work group members Mr. Cornicelli and Mr. Criswell attended the meeting. Mr. Cornicelli spoke on behalf of the work group by answering questions of the Planning Commission and explaining reasons behind the recommendation of Route I, such as the environmental impacts, impacts to property owners, and the effects the project has on the city.

At the meeting, GRE presented their preferred route known as Route A. Some of the reasons GRE prefers Route A is because it is the shortest viable route, shortest length of transmission line to build, fewer easements to obtain, and the lowest construction costs. Ultimately, Planning Commission recommended Route A for the proposed line location. Therefore, GRE has submitted a request for a CUP to construct the 69kV transmission line along Route A.

GRE has submitted an information packet as Attachment #10. The packet is a total of 77 pages, which consists of important, detailed information of the proposed project. The information includes an executive summary, purpose of the project, transmission line options, transmission line route selection methodology, proposed Route A, general right-of-way information, general environmental information, and general engineering information.

The City Engineer has reviewed the request and accompanying materials. The engineer's letter has been attached for your review as Attachment #6.

On March 14, 2011, staff received a GRE Transmission Line Petition signed by 67 residents who strongly oppose the construction of the transmission line in the location proposed by GRE. The petition discusses the work group's reasoning for recommending Route I. The petition has been attached for your review as Attachment #8.

On March 22, 2011, Planning Commission held a public hearing for the CUP request by GRE. Planning Commission unanimously made a recommendation of denial to City Council of a CUP request by GRE for a proposed 69kV transmission line to be located partially in East Bethel; the location is known as Route A, as depicted in Attachment #4. If City Council approves the recommendation of denial by Planning Commission, staff suggests City Council state on record findings of fact to support the denial of the request.

Or City Council may consider to table the request and to extend the 60-day review period per Minnesota Statutes, Section 15.99 for an additional sixty (60) days, which ends on July 1, 2011 for the following reasons:

1. the application is complex and requires additional time for study; and
2. the city does not have staff with expertise in transmission lines so City Council would like to pursue the hiring of a consultant to assist City Council in the evaluation of the application, which will require additional time; and
3. City Council desires to return this matter to the Planning Commission and the GRE work group at a joint work session to address criteria relative to the application; and

4. City Council is seeking additional information from the applicant to be considered as part of the application.

Staff prepared resolution 2011-12, A Resolution Supporting a Request by City Council for a 60-Day Extension Pursuant to Minnesota Statutes 15.99 for a Request of a Conditional Use Permit for the Siting of a 69kV Transmission Line.

Or City Council may approve the CUP request by GRE for a proposed 69kV transmission line to be located partially in East Bethel; the location is known as Route A as depicted in Attachment #4. If City Council approves the request, staff suggests the approval is contingent upon the following conditions as outlined in your packet.

Boyer made a motion to adopt Resolution 2011-12, A Resolution Supporting a Request by City Council for a 60-Day Extension Pursuant to Minnesota Statutes 15.99 for a Request of a Conditionals Use Permit for the Siting of a 69kV Transmission Line, subject to the conditions that the Interim City Administrator read out loud, Boyer reread condition #2. Durocher seconded; all in favor, motion carries.

MPCA
Monitoring
Request

Davis explained that the Minnesota Pollution Control Agency is requesting permission for the installation of monitoring wells in East Bethel as part of the MPCA's Ambient Groundwater Quality Monitoring Networking program. There is a fact sheet prepared by the MPCA describing the program included in the attachments. Peer Engineering is a consultant for the MPCA, and has been contracted to assist with identifying permanent monitoring well locations and obtaining access for installation. The goal is to have access agreements in place by end of March and install the wells between late April and early June of 2011. The MPCA/State is paying all well installation and future sampling costs.

These wells can only be used for sampling and would not be available for any park or irrigation use.

The Parks Commission unanimously voted to recommend the approval of the test wells for Council approval. Staff also recommends the approval of these wells subject to final location approval by City staff.

Lawrence made a motion to approve the installation of monitoring wells in East Bethel as part of the MPCA's Ambient Groundwater Quality Monitoring Networking Program in Northern Boundaries 7th Street Park and Whispering Oaks Parks, with the final location of wells subject to approval by City staff. DeRoche seconded. Voss said at least one of these wells is close to the area we need to monitor for our new well system, can we incorporate this into our new City system. Jochum said they want this next to our production wells, but ours are deeper. **All in favor, motion carries.**

Booster
East/Cedar
Creek Trail
Easements

Davis explained that the City has acquired and recorded 6 easements for the construction of the Booster East/Cedar Creek Trail project. Two of the easements are required for the Booster East to 224th Avenue connection that was approved by City Council on March 16, 2011 for this portion of the project. Three of the easements were given by property owners and obligate the City to certain privacy and entrance improvements and tree removal for the Bataan Street segment of the project. Even though the Bataan Street segment of the project has been cancelled, Council should consider retaining the easements and satisfying the terms under which they were given.

Should this segment of the project be constructed in the future it may be difficult to obtain these easements if they are vacated at this time.

These conditions and the easements were approved by City Council on September 1, 2010. The legal descriptions of the easements have been recorded but the conditions upon which the easements were granted were made a part of the contract for the project and were not recorded with the easements. Since this portion of the project has been cancelled these conditions need to be recorded to retain these easements.

The current design of the trail will require no other easements other than those described above. The cost for recording the additional easement conditions is estimated to be \$1,500. This expense would be paid from the Trails Development Fund.

Staff recommends retaining the easements for the Bataan Street segment of the Booster East/Cedar Creek Trail and recording their conditions with the legal descriptions on record.

Moegerle said just because we record the conditions, that doesn't bind us to do the work until the trail is constructed, correct. Davis said that is correct.

Voss made a motion to retain the easements for the Bataan Street segment of the Booster East/Cedar Creek Trail and record their conditions with the legal descriptions on record at a cost of \$1,500. Boyer seconded. Lawrence said there is no work that will be done until the trail is constructed, no additional cost until then. Davis said correct. **All in favor, motion carries.**

Construction
Administra-
tion for
Municipal
Services

Davis explained that the contract with Bolton and Menk was suspended for the Municipal Infrastructure Project on January 5, 2011 and subsequently terminated on March 2, 2011. With time for evaluation of the project needs it has been determined that the re-engagement of Bolton and Menk's services are in the best interest of the City. This decision is based on the fact that Bolton and Menk has intimate and advanced knowledge of the project as the design engineer in terms of both plan interpretation and project monitoring and administration. Further, utilizing Bolton and Menk as both the design and project management engineer for Phase I Project 1 Utilities insures that any project liability is borne solely by them, eliminating the potential of determining liability, should it arise, if more than one engineer is involved in this phase of the project. Finally, the reinstatement of Bolton and Menk to this phase of the project will result in a seamless transition from design to construction and avoid any delays due to soliciting new construction management services and the associated time a new firm would need to acquire previous project information that would be essential to managing this phase of the project. For these reasons which equate to time and total project cost savings, Bolton and Menk should be considered for re-instatement for construction services administration of Phase I Project 1 Utility Project as per the final approved plans for this portion of the project and the revised contract addendum 2.

It is also recommended that the City's engineering firm of Hakanson-Anderson be assigned the responsibility of completing the construction services administration for Municipal Wells 1 and 2 and the Water Tower portion of this project. Hakanson-Anderson is currently serving as the interim project coordinator for this work. The municipal well portion of the project will be substantially complete before the RFP process can be finalized and a firm selected to do this work. Additionally, it would also be more time efficient and less costly to assign Hakanson-Anderson the water tower portion of this contract as opposed to selecting another firm for the work.

Upon a complete analysis of all water sampling data, a determination can be made regarding the level of water treatment required for the project. If levels of water treatment exceeding basic chemical addition are needed it is recommended that the City seek RFP's for the construction of an appropriate treatment facility.

Bolton and Menk has reduced their project management fees to 10% of construction costs. Their new proposal to the City for the services as specified in Addendum 2 reduces their original contract amount by \$635,000. Their new contract amount is proposed to \$450,000. The contract amount for Hakanson-Anderson for Municipal Wells 1 and 2 and the water tower would be \$140,000.

Staff recommends that Council re-instate Bolton and Menk to complete Project I Phase 1 Utility Project as outlined in Addendum 2 and subject to review and comment by the City Attorney and that Council assign construction management services for the Municipal Well and Water Tower Project to Hakanson-Anderson for the sum of \$140,000 which would include all welding and coatings inspections.

Moegerle said with regard to the discussions on this, she would ask to discuss each item separately.

Moegerle asked is she correct that the fiscal impact is a savings of \$635,000 over the former arrangement with Bolton and Menk. Davis said yes. Boyer said that is because we are removing the water treatment plant from the contract. Davis said this is a reduction in their prior estimate on this portion of the project. He said they have come down in their actual costs and are than what Met Council's portion of project is.

Boyer made a motion to re-instate Bolton and Menk to complete Project 1 Phase 1 Utility Project as outlined in Addendum 2, subject to review and comment by the City Attorney. Lawrence seconded. Lawrence said he would like to say the reason he is doing this is to insure that we cover the waste water treatment piping and other piping and with Bolton and Menk this is the best savings for our money. **Moegerle and DeRoche, nay; Boyer, Lawrence and Voss, aye; motion carries.**

Voss said with Hakanson Anderson, for \$140,000 for the municipal wells and water tower, he is trying to get a feel for the cost, he only saw one line item. He asked did we get an actual proposal. Jochum said he can provide you with that, it is a not to exceed cost. Lawrence asked does this include the coatings on water tower. Jochum said yes, that will be done by outside contractor. Boyer asked did your firm design this portion of the system. Jochum said no. Boyer asked did Bolton and Menk design it. Jochum said yes. Lawrence asked would Bolton and Menk hire out the coatings on the water tower. Jochum said yes. Voss asked what is the portion of the contract for coatings. Jochum said \$70,000 – \$80,000. **Voss and Boyer, nay; DeRoche, Lawrence and Moegerle, aye; motion carries.**

Pay Estimate
#1 – Traut
Wells –
Municipal
Wells

Jochum explained that attached to your write-up is a copy of Pay Estimate #1 to Traut Wells, Inc. for the Construction of Municipal Well No. 1 and No. 2. The major pay items for this pay request include the construction of the test well, which was included in Change Order No. 1. The Pay Estimate includes payment for work completed to date minus a five percent retainage. We recommend partial payment of \$15,164.61. A summary of the recommended payment is as follows:

| | |
|------------------------------|-------------|
| Total Work Completed to Date | \$15,962.75 |
| Less 5% Retainage | \$ 798.14 |
| Total payment | \$15,164.61 |

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

Staff recommends Council consider approval of Pay Estimate #1 in the amount of \$15,164.61 for the Construction of Municipal Well No. 1 and No. 2.

Moegerle made a motion to approve Pay Estimate #1 in the amount of \$15,164.61 to Traut Wells for the Construction of Municipal Well No. 1 and No. 2. Voss seconded; all in favor, motion carries.

Booster/Cedar Creek Trail Project – Change Order #1

Jochum explained that the at the March 16, 2011 City Council meeting, the scope of the Booster East/Cedar Creek Trail Project was revised to include only the segment from Booster Park East to 224th Avenue, which is shown on Attachment 1.

To document the change in the scope of the project, staff is recommending approval of Change Order 1. Change Order 1 includes construction of the trail from Booster Park East to 224th Avenue. Change Order 1 reduces the contract amount from \$343,349.79 to \$29,989.55.

Construction costs for this project would be financed from the Trail Development Fund. These funds are available and appropriate for this project.

Staff is recommending approval of Change Order 1, which includes the construction of the trail from Booster Park East to 224th Avenue.

DeRoche made a motion to approve Change Order No. 1 to reduce the contract for the Booster/Cedar Creek Trail Project with Rum River Contracting to \$29,989.55.

Moegerle asked is this a not to exceed amount. Jochum said these are unit amounts so it could be a little over or a little less. Voss asked for the schedule. Jochum said they will likely be done in June. Davis said the City will have a part in the project. He said we will be doing part of the fencing work. Davis said this was originally bid with the contractor, but we can save money by doing a portion ourselves, a contractor will be doing the chain link, we will do the rest. Moegerle said the change order has temporary rock in it for one cent. Jochum said it is likely that they anticipate not needing it. **Moegerle seconded. DeRoche, nay, Boyer, Lawrence, Moegerle and Voss, aye; motion carries.**

East Front Blvd. Storm Water Management Project

Jochum explained that this project was discussed at the January 19, 2011 City Council meeting. A project design proposal was presented for infrastructure improvements that would improve the water quality of storm water runoff to Coon Lake. This project design was developed by the Anoka Conservation District (ACD). The location of the project is shown on Attachment #1.

The project consists of installing a sediment trap inlet adjacent to the road shoulder and two weirs, which would be installed in front of two existing culverts in a ditch along the 46XX block on East Front Boulevard. A plan view of the proposed project improvements is shown on Attachment # 2. The total estimated construction cost of this project is \$4,800.

If implemented these improvements would be located in the City right-of-way. To ensure proper operation of this facility annual maintenance would be required including cleaning of the sediment trap inlet structure and weirs and annual maintenance of approximately to 200 feet of ditch section. The cost for this maintenance is estimated to be in the range of \$400-\$600 per year.

Funding for this project, as initially proposed, was from the City. Staff has further discussed this project with the Coon Lake Improvement Association (CLIA). CLIA discussed this project at their March 17, 2011 Board meeting. The CLIA Board made a motion to fund up \$4,800 on the construction of this project with the stipulation that: 1) the City of East Bethel agrees to manage the design and construction of this project; 2) the City of East Bethel agrees to provide ongoing maintenance; and 3) provide adequate enforcement of the City ordinances governing the storm water runoff for the City's right of way at this project.

Staff is seeking direction from Council regarding the CLIA proposal as presented above.

Moegerle asked recently we discussed doing this at other sites, about 12 of them, how does this affect proceeding with those other sites.

Steve Olson of 18365 Lakeview Point Drive NE, also president of Coon Lake Improvement Association (CLIA) said as far as affecting other projects around Coon Lake, we thought this was a good starting point. He said this one affects a lot of property owners. Olson said this is a good project, if you looked at the project right now it has a straight pipe that the homeowner continues to block. He said as far as the effect on other projects, the SRWMO has pulled in their request for the study to 2012 which was originally funded for 2014, and we will continue to move forward depending on what happens with the City sewer and water.

Voss said the attractive part of doing this now is when we are looking at doing other sites from the City prospective, we would have one project in ground and it is a good way to showcase it. Olson said the CLIA board voted unambiguously to do this. Davis said there are two essential maintenance functions here, sediment traps and weirs need to be cleaned out after each rainfall which would take about 30 minutes and then an annual or semi-annual clean, which would take a couple hours each time. DeRoche said he would hope you would be putting a big pipe by the second pipe. Tierney said it is a 2 foot pipe. Boyer said he thinks it is great, but it seems to him what we are doing is taking care of what Anoka County isn't, they aren't controlling water off their impervious surfaces. Voss said this is a City road. Olson said the water is coming from East Front and 182nd.

Doug Tierney of 4610 Viking Blvd. NE said the he has a handout from the U of M that shows the lake clarity depth in feet. He said it shows there is 6-12 feet blue clear water. Tierney said on the second page shows from Minnesota Pollution Control, shows a 10 year trend. He said we have several projects going, last year Mr. Leon Magers did a project on lake week and it was the first year he didn't see blue scum in front of his property. Tierney said when they put the road in, 1982, the homeowner put a lot in, and then when moved out in 1988 and it sunk in, broke up the asphalt, and it cost us money, they put a planter in road right of way, and when they fill in something we pay to hold water, they can't do that again. Moegerle said you are doing a great job out there.

Boyer made a motion to approve the East Front Boulevard Storm Water Management Project, with funding coming from CLIA up to \$4,800 and the City of East Bethel will

manage the design and construction of the project; provide ongoing maintenance and provide adequate enforcement of City ordinances governing the storm water runoff for the City's right of way at this project. Boyer said thank you all for doing a great job. **Voss said he will second all that.**

Voss asked this is going to be a City project, but then it will be a donation from CLIA to the City, is that how it will work. Davis said that is the cleanest way for this to work. Vierling said yes, and when the payment is made then we would adopt a resolution accepting the payment. Voss asked is something we will do ourselves or contract out. Davis said we will contract it out. Voss asked and the design. Davis said Anoka Conservation District (ACD) has done the design. Jochum said and he has some ideas he would like to use. Moegerle asked we don't have to send out for RFPs on this. Davis said we can get three quotes on this, per our purchasing policy. He said they had treated wood in there and per City policy it had to be concrete. Moegerle asked when would completion on this be. Jochum said late May, early June. Voss said in terms of concrete structures, there are some features we can add to it in terms of aesthetics. He said that was the difference of treated wood if worried about the weirs. Davis said we can come up with different type finishes. DeRoche asked will this come back to Council before it is done, will we have some idea of what it is going to look like before it is done. Tierney said at the last meeting that we talked about this you said you would have him get his planter out of the road right of way. He asked why won't he have to get that out of the road and bear that cost. Davis said he will have to do that and he will have to bear that cost. **All in favor, motion carries.**

Wetland
Credit
Transfer

Jochum explained that at the March 16, 2011 City Council meeting the Bataan Street trail segment was eliminated from the Booster East/Cedar Creek Trail Project. Wetland fill was required to construct the trail along Bataan Street. A total of 0.18 acres of wetland fill was mitigated by purchasing wetland credits from a wetland bank. If the trail is not built in the next 3 years these credits could be lost. Staff recommends that these credits be transferred to the Municipal Utilities Projects. The Municipal Utilities Projects require a total of 2.1 acres of wetland credit purchase. With the proposed transfer, the required additional amount of wetland credit that would need to be purchased is 1.92 acres.

With the transfer, the City would repay the Municipal State Aid Account \$10,703.25 from the bond proceeds for the Municipal Utilities Project. If the trail project is constructed in the future the wetland credits would again be purchased with proceeds from the Municipal State Aid Account. Including the amount transferred from the trail project, an additional \$93,525.06 would be needed to complete the wetland purchase for the Municipal Utilities Project.

A total of \$104,228.31 would be used from the bond proceeds from the Municipal Utilities Project.

Staff is requesting that Council approve the transfer of 0.18 acres of wetland credit from the Booster East/Cedar Creek Trail Project to the Municipal Utilities Projects.

Boyer made a motion to approve the transfer of 0.18 acres of wetland credit from the Booster East/Cedar Creek Trail Project to the Municipal Utilities Project. DeRoche seconded. Voss asked the total fiscal impact is \$104,000; he said we are only talking about 0.18 acres right now. Jochum said no, actually those checks were already cut in December or January, so new checks will be cut, the total will be \$104,000. Voss said so in his mind that was already spent. Jochum said there is no additional cost. **All in favor, motion**

carries.

**Class V
Projects**

Davis explained that as part of the City’s street maintenance program approximately 2.5 miles of unpaved City Streets are resurfaced with Class V/lime rock material each year.

The following streets were resurfaced as Class V/Lime Rock projects in 2010:

- 1.) Zumbrota Street.....2,900’
- 2.) Skylark Ave..... 3,000’
- 3.) Allen Street..... 1,500’

The remaining unpaved streets that are in the 2006-2011 cycle for resurfacing treatment are:

- 1.) Jewell Street.....3,000’
- 2.) Palisade Street.....2,700’
- 3.) Klondike Dr..... 5,300’
- 4.) Kissel Street.....1,100’
- 5.) Edison Street..... 800’

It is recommended that Jewell, Kissel and Edison Street be resurfaced with Class V material and that Palisade Street be resurfaced with the reclaimed materials from the road shoulders. Estimated costs for the Class V work is \$21,800 and no material costs will be required for the work on Palisade Street. There is \$35,000 in the 2011 budget for these projects. If the bids for this work should be less than the estimates it is recommended that London Street be considered as the next priority.

Klondike Drive is another candidate for resurfacing but due to the traffic volume on this street resurfacing other than paving may be only a temporary solution to the problem on this road. Class V would not be a suitable product for resurfacing on this road and lime rock application would cost approximately \$50,000. Selection of this road for a non-paving resurfacing would have to be done over a two year period and postpone any other work on other unpaved road improvements until 2012. However, repairs to problem sections on Klondike are necessary and recommended. This repair work would consist of the application of approximately 600 tons of asphalt millings to soft sections and those portions of this street that are susceptible to extreme rutting problems. The material cost for this work is estimated to be \$13,200.

The costs for these projects are for material and delivery. The City conducts the grading, compaction and finishing of this material.

With the completion of these projects all unpaved roads in the City will have been resurfaced during the past 6 years. Projects for 2012 will return to 2006 road projects and the process will renew for 2012-2017.

\$35,000 was budgeted for Class V Projects for 2011.

Staff is recommending Council consider approving Jewell, Kissel and Edison Streets for Class V resurfacing projects, adding London Street as the next priority if budget funds are available for Class V work and repairing sections of Klondike Drive with asphalt millings.

Boyer made a motion to approve the Class V Resurfacing Projects for 2011 not to exceed \$35,000 as follows: resurfacing of Jewell, Kissel and Edison Streets, adding

London Street if funds are available and repairing sections of Klondike Drive with asphalt millings. Voss seconded. Boyer said most of these streets have been in for paving assessment at one time or another and he would like Council to discuss the repaving of these streets. Voss said we need to discuss do we assess or not assess. Boyer said he is starting to consider this as a constant free rider problem, the City is providing this service so they think we never have to pay for our road to get paved. Voss said we did an analysis of our roads and the dollars we spent on our unpaved roads is not more than our paved roads. Davis said we have spent money doing dust coating on these and it is much more expensive to do that than Class V. Lawrence asked Davis to describe millings. Davis said Class V and lime rock tends to get blown off by cars traveling at a high rate of speed and in areas with high shade and poorly drained, asphalt millings do a much better job in these places. He said we used asphalt millings on Monroe off of Jackson and 225th, Birch Street at Coon Lake Beach we repaired 8 or 9 feet of that and we want to put any remainder of this at the cul-de-sac at 187th. Voss and take the discussion of assessing to the Road Commission. He asked how wide is Klondike these days. Davis said part of the far western section is 35-40 feet wide, it just keeps growing. **All in favor, motion carries.**

Comprehensive Plan Review – Set Meeting Date

Davis explained that according to the 2008 East Bethel Comprehensive Plan, it will be reviewed on an annual basis to insure the plan remains as an effective development guide for East Bethel. As necessary, corrections may be made to deal with unforeseen circumstances.

To date, there has not been a review of the 2008 Comprehensive Plan. Staff suggests City Council set a work session in May to review the plan. Areas City Council may consider reviewing are the land use and transportation components.

The land use section of the comprehensive plan explains how the community has allocated and will allocate land use, how it will accommodate population growth, and how it protects special resources. Land use planning begins with forecasts of growth in population, household number, and employment. The development and redevelopment anticipated in the land use plan drives the need for local and regional infrastructure, including sanitary sewer, water, roads, and parks.

Forecasted numbers in the comprehensive plan were derived prior to the slow down in the economy. In 2007, forecasted population for year 2010 was 12,600. 2010 census data has a population of 11,626. It is important to note that the 2010 census data does not take into consideration the number of vacant housing or households in which mail is received at a post office box (census surveys are not distributed to households with a post office box). With the new census data available and the construction of municipal services, City Council may want to discuss current land uses; specifically along Viking Blvd/County Road 22 and lands located in the municipal service Phase 1 area, to determine if the allocated land uses are the best use of the lands.

The transportation section identifies the general location and extent of the city's transportation needs for the future. This is an integral part of the planning and development process – particularly as it relates to existing and future frontage roads and collector streets. With this in mind, City Council may want to review the transportation maps to ensure proposed improvement projects address the need to provide services for a growing population that demands more transportation options.

Staff recommends City Council set a work session to review the 2008 Comprehensive Plan. Proposed meeting date is Monday, May 9, 2011 starting at 6:30 pm. Voss said he can't

make that time, not until 8:00 p.m. Council consensus was to set the work session for May 17, 2011 at 6:30 p.m.

Rental
Ordinance

Davis explained that with the decline in housing prices and the increase in home foreclosures staff has realized an increase in complaints from neighbors of rental properties, occupants renting and or leasing single-family dwellings. Staff has also dealt with single family dwellings which have been converted into multi family dwellings that have not had zoning approval and have not been issued building permits required to reconfigure the structures to legally and safely accommodate two separate families.

The purpose is to assure that rental housing in the city is decent, safe, sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community.

The operation of rental residential properties is a business enterprise that necessitates certain responsibilities. Operators are responsible to take reasonable steps as are necessary to assure that the citizens of the city who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are safe, secure, and sanitary; free from noise, nuisances, or annoyances; and free from unreasonable fears about safety of persons and security of property; and are suitable for raising children.

Staff recommends adopting a rental license ordinance utilizing city ordinance Chapter 14, Article VI *Property Maintenance* as minimum standards, which would apply to all rental dwellings and premises within the city. The minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire, and other hazards. The safe and sanitary maintenance of the properties is the responsibility of the owners, operators and occupants.

The intent of the ordinance would not be to intrude upon the fair and accepted contractual relationship between the tenant and landlord or their rights to personal privacy. Nor should the city intervene as an advocate of either party, nor to act as an arbiter, nor to be receptive to the complaints from the tenant or landlord that are not specifically and clearly relevant to the provisions of the rental ordinance.

Staff is requesting approval from City Council to begin the process of drafting a rental licenses ordinance to present for adoption.

Boyer said he assumes we are going to send this to the Planning Commission for development of an ordinance. Voss said he has had some conversations with the Building Official and he was testing the waters with me about it and he told him to test the waters with Council, he wants consensus on whether we will consider it. Boyer said speaking personally he is all in favor on helping people out, but he feels very different when it becomes a rental property. Voss said there are plenty of examples out there. Boyer said and he is sure the Planning Commission will do a fantastic job.

Review
Chapter 26,
City Code,
Nuisances for

Davis explained that in response to numerous foreclosures, leaving properties unattended staff receives an abnormally high number of complaints from residents and business owner's regarding unkempt lawns. Staff recommends amending the nuisance ordinance and implement procedures to abate noxious weeds/tall grasses.

City ordinances Chapter 14, Buildings and Building Regulations, Article VI. Property Maintenance Code, section 302.4 defines grasses that are taller than eight inches as weeds. Staff would like to incorporate this into the nuisance ordinance Chapter 26.

Staff suggests that city council consider the following:

1. Notice will be sent to property owner(s) giving them time to abate the nuisance.
2. If property owner(s) fails to make corrections, staff shall order abatement.
3. Once invoiced, the property owner(s) will have the opportunity to make payment to the city.
4. If the property owner(s) will not reconcile, city may recover cost through special assessments.
5. Staff recommends soliciting proposals for mowing services, and building/code enforcement department will manage program.

Implementation of the provisions of this ordinance for administration, enforcement and penalties will have a positive effect on promoting stabilization and maintenance of neighborhoods.

Davis said staff wants to know if Council is interested in staff sending this to the Planning Commission to develop and ordinance. Boyer asked aren't we already enforcing this with our City prosecutor. Moegerle said she talked to the Building Official about this, and he thought our ordinance wasn't enforceable. She said and we have to be careful about the lawns that are supposed to be long for reasons. Boyer said he thought the larger issues with enforcement is finding the property owners. Davis said that is the largest part of it. He said we want to add some things to the ordinance to allow us to do that. Voss said we have large lots and we want to make sure it doesn't make people mow their entire lots, because a lot of people don't mow the entire lot. Moegerle said she has four acres in Indiana that we have designated as natural habitat and we don't mow it. Davis said we will give this to the Planning Commission and make sure these issues are addressed.

Public Forum

Davis explained that staff was requested to develop recommendations to improve the Public Forum/Comment portions of our agenda. The Cities of St. Francis, Ham Lake, Forest Lake, Cambridge, Blaine, Andover, Coon Rapids, Anoka and Lino Lakes were contacted to compare practices and responses were obtained from Ham Lake, Forest Lake, Cambridge and Blaine. The item most common to all the responses was a time limit of 3-5 minutes per speaker and a specific amount of time devoted to the comment session. The other common response was that comments from the Council or Mayor should be yes or no answers or reference that City staff would respond to questions in an appropriate time following the meeting.

One city that wasn't included in our initial survey holds their public forum prior to the start of the Council meeting and they do not tape or televise the event.

Based on the comments we received, a sample set of guidelines for the Public Forum could be as follows:

- 1) Require any person that wishes to speak to sign up on a designated sign in sheet so that an orderly process can be scheduled for the speakers. The mayor would then call the speakers to address Council ;
- 2) Have the mayor read a statement that outlines the ground rules for the session. This could be information from the sign in sheet, the sample statement that is attached or another statement that addresses the rules and conditions that speakers must follow;
- 3) Limit the Public Forum to a 15-20 minute session or a time of appropriate length and give the speaker a time limit that should be closely regulated;
- 4) Limit direct response to comments from the speakers if possible;
- 5) Limit the public forum to one meeting per month; and
- 6) Instruct those that have presentations that are longer than 3 minutes to contact staff and be placed on the regular Council agenda.

These are few suggestions on possible ways to improve the Public Forum portion of our agenda and still provide an opportunity for a citizen comment session at Council meetings.

Staff is seeking direction for the development of Public Forum policy.

Boyer said he wants to speak quite strongly against this, he has been involved in City government for 16 years, he has seen eight Council's and everyone has managed to let the public forum go the way it is. He asked why do we want to cut the public forum back. Moegerle said she noticed the 2010 Council has a flyer that has a 3 minute time limit, which sets a precedent. She said she wants to thank staff for getting this information to us to see how other cities dealt with this. Boyer said the old Council never did this, he remembers listening to Christine for 45 minutes sometimes. Voss said in the past we didn't let speakers go that long. He said whether it was the mayor at the time, maybe it was his decision to not let it go that long. Voss said it is not the intent of the City Council meeting. He said while he agrees the public forum is important, and when he came on he pushed to have at beginning of meeting, but at same token for the last six months, our meetings the public forum has been a soap box and to him the public forum is to bring things to attention of the Council. Voss said it is the time to say I have a problem can you help me resolve it, and opportunity for them to present to us. He said it is important to have it, but some controls aren't bad, most people are reasonable. Boyer said most people are reasonable when addressing council. Voss said he agrees. Boyer said twelve years ago public forum was at the end of the agenda. Voss said it was closer than that. He said it changed when he came on the Council.

Moegerle asked the City Attorney for his opinion. Vierling said everyone has a system that works for them; some have a sign up, some have a time limit. He said most important is this is your business meeting and you need to get to your business at hand, but this is very individual to each community. Vierling said most communities he is accustomed to dealing with have people sign up; they get 3-5 minutes so they can get point out and let's deal with it. Voss said he thinks having people sign up is good, that way we know if we have one person or eight that want to speak, and then we can be more flexible about the time. He said also we will know about the topic they are going to speak about. DeRoche said some people have a hard time even standing up there, it is very intimidating and the three minutes are going to be hard for them, it is going to take them that long to get up the courage to get up. Voss said it is a time for them to get up and state their problem, but the last six months those issues should have never been brought up. Boyer said it has been the repetition of issues.

DeRoche said the last six months there have been very hot button issues brought up and

people speaking their mind, they needed to speak their mind about the sewer and water project they are going to pay for it. Moegerle said some people just need the acknowledgement, even if their view can't be acknowledged, it is one reason we have people saying things over and over again. She said we have public forum for them to talk to Council, she said but they don't understand we are here to listen, we take notes and can get back to them later on, they don't understand that we will get back to them later on. Voss said to me it is what can we help you with, it shouldn't take that long.

Lawrence said he likes the sign up list. He said we can always ask if there is anyone else, but we need to get our work done. Davis said he doesn't think any of this is meant to restrict anyone's ability to comment, we are willing to proceed in any form you wish, but he doesn't think anything is meant to limit anyone's ability to comment to City Council. Boyer said if it is a complex issue good luck explaining it in three minutes. Lawrence said if they have a complex issue they should discuss with it with Davis or ask to have it on the agenda. Boyer said citizens can't put things on agenda. Voss said we have done this in the past, brought things to staff and got things on the agenda. DeRoche said that is not how things happen. He asked to have things on the agenda and never got it on. DeRoche said he was refused to have his issue on the agenda. He said he disagrees. Voss said you may not have been happy with the results of it, but it was on the agenda. He said his reaction to restricting public forum to three minutes is the same as having all these long public forums. Voss said we need to do something productive with this.

DeRoche said he thinks staff should look into this and give us some more ideas. He said he didn't realize we were going to make the decision tonight. Voss said he thinks the things that Davis has laid out here is fine. He said he agrees that we put things on the agenda, or staff puts things on the agenda, so staff needs to make a judgment call. Boyer said Doug Tierney is a prime example of this, he talked for fifteen minutes the first time, and he is on the agenda now. He said this is one of the reasons he doesn't want to limit it. Voss said let him suggest this, do a sign up sheet for now. He said that way we know who wants to talk and what they want to talk about. Moegerle said she thinks we should continue the three minute timeline on the brochure. Boyer said it might have been on the brochure but it was never enforced. Moegerle said are you suggesting you have policies that are not enforced. Lawrence said so we have a sign up and 3-5 minute suggested time limit with 15-20 allotment. He said so if we have one person, then they could speak for 15-20 minutes. Boyer said what if we have 10 people from one neighborhood on one item. Lawrence said it is a suggestion to keep things moving on.

Davis said so we have direction, you want him to prepare a sign up sheet for the next public forum.

RFPs for
Legal Services

Davis explained that RFPs for City Attorney and Prosecuting Attorney were due on Friday, March 18th at 3:00 p.m.

Twenty RFPs were mailed or e-mailed to firms from a list developed by the City. Eight firms responded to the notice from either the legal advertisement in the Anoka Union or from the notice on the City and League of Minnesota City's website.

We received 10 proposals. The breakdown of the proposals is as follows:

Civil Only

Rice, Michels & Walther, LLP

Gregerson, Rosow, Johnson & Nilan, LTD.
Ratwick, Roszak & Maloney, P.A.

Prosecution and Civil

Eckberg, Lammers, Briggs, Wolff & Vierling, PLLP
Knaak & Associates, P.A.
Smith & Glaser, LLC

Prosecution Only

Carson, Clelland & Schreder, Attorneys at Law
Dorn Law Firm, LTD.
Hawkins & Baumgartner, P.A.
Sweeney, Murphy & Sweeney

It is proposed that City Council establish a committee consisting of two Council Members and the interim City Administrator to review the proposals received and then after the review the committee will schedule interviews as they deem appropriate. The committee would make a recommendation to Council from these interviews.

The proposed schedule for RFP review and interview selection is as follows:

March 18, 2011 (3:00 p.m.) Deadline for receipts of RFP
March 25- April 15, 2011 Review proposals and make arrangements for interviews.
April 18-May 20, 2011 Interviews
May 25, 2011 Recommendation to City Council for appointment effective June 1, 2011

Staff recommends Council designate two Council members to review the proposals, select firms for interviews and schedule interview dates and times for those firms chosen from the evaluations.

Voss said he strongly recommends that the interviews be done with a full council. Boyer said when we had this many in the past, we have cut them down. Voss said he suggests that we put forward a certain number we want to talk to and we may each have an idea of who we want to talk to. Moegerle said that is not how we did this with Bolton and Menk, Hakanson and Anderson, for the engineers. Vierling said it usually takes about 45 minutes for each interview. He said normally if you are going to interview a firm for both civil and prosecuting you would interview them for both on the same night so they don't have to make two trips. Moegerle asked how can you see if you have a rapport with an attorney with the full Council and we have to have it as an open meeting. Voss said he read the staff recommendation as a committee will make recommendations for appointment. Davis said it was supposed to be a committee will make recommendation on who we interview. Boyer said they would send two or three to Council to interview. Voss asked what if other members want the other ones. He said he doesn't want to in a situation whether on subcommittee or not, whether he wants to get them out or not that his picks are not being interviewed or the other Council Members picks are not being interviewed.

DeRoche read from previous minute where the process was that the interviews were at a Council meeting. Boyer said investing 450 minutes is a lot of time. Voss said how about we all send to Davis who we want to interview. Moegerle said so what happens if we all send in two and then we all send in two different ones. She said and we need to decide if are we going to interview two from each category, gets us down to six. Moegerle said we haven't

decided do we want a single attorney to do both civil and prosecution. She said obviously if we decide we are going to have one attorney to do both we have only have three names to pick from. Boyer said the way he would see it is the firms that say they would do both, they would have two interviews. Voss said we would interview civil and interview prosecuting attorneys.

DeRoche said he suggests we do what the City Attorney said, why have them come at two separate times. Boyer asked what if you don't like the prosecutor, but like the civil. Voss said the idea is we interview three firms for civil and then you want to see all three firms in one night so they are all in your mind. He said so we do the civil one night and then the prosecutors another night. Boyer said but it could end up being the same firm. Voss said yes, it could be. Vierling said one thing he recommends is although the attorney works for you, they also work with your staff, so you need to have a staff member on the committee to get their input. Voss said he recommends each of us send two candidates for civil and two candidate for prosecution to the Interim City Administrator via e-mail and if it comes down that we end up interviewing three, then we end up interviewing three. DeRoche said if we are interviewing from the same firm for both, then we need to interview them same night. Boyer said no offense to the attorneys, but six hours of listening to attorneys is a bit much. Vierling said think of the enlightening you will have. DeRoche said so we will give our names to Davis and we can go from there. Voss said can we all have our names to him in one week. He said and then we need to make sure we have at least he civil interviews on a Wednesday night, because at least one firm in here was not real transparent on who would be representing the City and we need to make sure they will be here on our meeting night.

Anoka County
Connectivity
Agreement

Boyer said you don't need to read all this, the agreement looks fine to him. Vierling said this thing went around the bend many times. He said we do not have a direct contractual relationship with the provider, this is with Anoka County. Vierling said but we worked this out and we support the connectivity agreement.

DeRoche made a motion Anoka County Connectivity Services Agreement. Boyer seconded; all in favor, motion carries.

Closed
Session –
Anoka County
HRA Lawsuit

Boyer made a motion to closed session pursuant to Attorney/Client privilege to discuss the ACHRA lawsuit A101628 City of East Bethel et al Anoka County HRA. DeRoche seconded; all in favor, motion carries.

Vierling said for the benefit of the record, Council will be adjourned to closed session to discuss the ACHRA lawsuit A101628 City of East Bethel et all Anoka County HRA which has been heard in court from which a decision is pending. He said when we return, we will have a brief summary of any actions taken in that session.

Vierling said the Council concluded their closed session regarding the Anoka County HRA lawsuit. He said discussions were on potential settlement issues and after he has discussions with Ms. Teetzel and the City's Attorney he will have discussions with Anoka County.

Council
Member
Report -
Moegerle

Moegerle said she attended Local Government Officials (LGO) meeting and we discussed the Emergency Management Flood Update Plan. She said she also talked to representatives from the City of Ramsey about the branding process. Moegerle said they indicated it was a long process but valuable.

Moegerle said at the LGO meeting she also spoke with representatives from Oak Grove and

Linwood about sharing resources and saving taxpayer’s dollars.

Moegerle said the Coon Lake Beach Community Center still needs to raise funds. So, go play bingo, eat pancakes, etc. Moegerle said if they default on the center, the City will own it and we don’t need to own it.

Council Member Report - Voss

Voss said we got a letter from S.R. Weidema, do we have any more information. Davis said we have a request for a change order, including for fuel costs, etc. He said we will give this to Bolton and Menk it is \$312,000 and \$166,000 is in fuel. Davis said we will have this information for you in the Friday update.

Voss asked what is status of the water testing. Davis said will have final information back tomorrow. He said the iron was good, was below the standards, manganese was above. Voss said now that we have all the players in place with engineers and contractors, can we get a new schedule for the project. Davis said he will try to get something in the update on Friday. Voss said you talked about putting millings down on 197th. Davis said the only other option would be to reconstruct it; it is totally surrounded by wetlands. Voss asked are any of the residents talking about having their roads paved. Davis said there is a resident from Naples that is bringing in a petition to have it resurfaced. He said we do still have the feasibility study from 1996; it won’t take much to update it. Voss asked if the resident is doing the petition, do they have an idea of what the costs would be, or can we let them know so as they go around they are letting people know. Davis said he let them know it would be \$13-\$14,000 per resident. Boyer asked can we do this through e-mail as a courtesy.

Voss asked why was the sheriff here tonight. Davis said it was requested by the mayor. Voss asked the mayor why the sheriff was here. Lawrence said because he requested to have them here. DeRoche said attitude. He said statements were made earlier, a couple meetings ago about hostile attitude, etc. Lawrence said whenever they are here things run smooth, whenever they are not here, we have disruption. Voss said that is an interesting observation. Boyer said especially since you make that statement after the reporter is gone. Lawrence said he can see this on the tape.

Council Member Report - DeRoche

DeRoche said the fire fighters working on getting the rest of their EMTs. He said the Fire Chief is going to pick him up on the 18th of May and they are going to do a station tour and look at what they have in mind for station trucks. DeRoche said Coon Lake is opening up so be careful, he has seen a lot of accidents happen in the 29 years he has been out here. He said and the roads out there, he hopes we are going to get millings in the pot holes. Davis said we just started patching today. He said and your neighbors should be happy we got the trees out of the roadway and the sweeper started down their yesterday.

Council Report -

Lawrence said he contacted the gentleman that is behind in his payments for the ice arena and he is stating he is waiting for his taxes to come in and then they should be able to pay. He said they had a bad year.

Pet Clinic

DeRoche said he just wanted to remind everyone that there is a Pet Clinic this weekend from 9:00 am to noon at the Ice Arena.

Adjourn

Boyer made a motion to adjourn at 10:12 PM. DeRoche seconded; all in favor, motion carries.

Attest:

Wendy Warren
Deputy City Clerk

DRAFT



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 8.0 B.1

Agenda Item:

Park Commission Meeting Minutes for March 9, 2011.

Requested Action:

Information Only

Background Information:

Information Only. These minutes are in draft form. They have not been approved by the Park Commission.

Fiscal Impact:

None

Recommendation(s):

Information Only

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required: X

EAST BETHEL PARKS COMMISSION MEETING

March 9, 2011

The East Bethel Parks Commission met on March 9, 2011 at 7:02 P.M at the East Bethel City Hall for their regular monthly meeting.

MEMBERS PRESENT: Sue Jefferson Dan Butler Bonnie Harvey Kenneth Langmade
Dan Kretchmar Denise Lachinski

MEMBERS EXCUSED: Tim Hoffman

ALSO PRESENT: Jack Davis, City Public Works Manager
Richard Lawrence, Mayor

Adopt
Agenda

Butler added item 3.a to elect a chairperson for the next year and with that addendum, he moves to adopt the agenda. Kretchmar seconded; all in favor, motion carries.

Approve –
February 9,
2011 Meeting
Minutes

Lachinski noted that the spelling of her last name Lashinski was incorrect. The correct spelling is Lachinski.

Harvey made a motion to approve the January 12, 2011 minutes. Kretchmar seconded; all in favor, motion carries unanimously.

Elect
Chairman and
Co-Chairman

Kretchmar nominated Langmade for Chair of the Parks Commission. Butler seconded; all in favor, motion carries unanimously.

Jefferson nominated Hoffman for Co-Chair of the Parks Commission. Butler seconded; all in favor, motion carries unanimously.

Parks
Financial
Info

It is early in the year so Davis has nothing to add, unless someone has questions. Kretchmar wanted to know what software that is licensed on line 421. Davis said that is the fee that we pay for the license for the GIS stuff on the computer, all Departments are prorated an amount. Butler asked if there would be a discussion on the Parks Capitol Fund Summary. Davis said yes it would be discussed in the next item on the agenda. Butler asked based on the last week's presentation at Council that there would be an additional \$8,000 that would be incurred for terminating the Booster East/Trail project. Davis said that is the next agenda item and he will discuss that in more detail at that time.

Jefferson motioned to accept the financial report as presented. Kretchmar seconded; all in favor, motion carries unanimously.

Booster
East/Cedar
Creek Trail
Project

Davis said as discussed at our last meeting, the Booster East/Cedar Creek Trail project was suspended. The City Council was presented with three options, continue as planned, terminate the project entirely, alternative option - do the Booster East section and down to 224th Avenue, a fourth option was suggested at the Council meeting which was option three with a connector between Xylite and Yancy Street. At this location there is a piece of property that is owned by the City. This last option was one of the alignments that were

presented and Council asked that Parks Commission take a look at this option. Prior to tonight's meeting, letters were sent out to the residents in Shawnee Woods, Xylite Street and Waconia Circle,

Davis thanked the residents for coming out to the meeting. This is something that Council is looking to get feed back on. This will be an agenda item for next Wednesday, March 16, 2011. To date, there has been approximately \$80,000 spent on engineering, legal, wetland credits and easements. To complete the project as initially approved would cost \$360,000, of which these funds would come from trails and MSA funds.

If the project were cancelled, the contractors bonding cost would have to be paid in the amount of \$8700.00. The contractors said he would not seek any type of damages. The third option would cost \$43,500. The fourth option would cost an additional \$45,000, so the total cost of option four \$88,000.

Davis opened the floor to the public.

A resident asked if there is a map that they can look at. Davis provided a map for residents to review. A resident asked how much money is allocated for this project. Davis informed the public the project was budgeted for \$440,000 that would be the full trail project. This project was derived from the recommendations at the last meeting where the neighbors were at the meeting.

A resident asked if the Yancy connection would be just a starting out point. Davis said he doesn't see it as a starting point. It was envisioned that the low volume streets make a good access to the parks. He couldn't tell you unequivocally that it wouldn't be just a starting point though.

Mike Miller, 22654 Yancy Street – Miller said he is totally against the Shawny Woods connection. That is not why we moved up here.

Steve Newman, 2534 Waconia Circle – A resident asked what kind of security would be put in place for the path that would go through the yards of six residents from Xylite to Yancy.

Davis said no security proposed and any security would be provided by ACSO.

A resident stated it is a good place for muggings, thick and rugged area. Davis said he understands that it is an issue and concern. A resident asked what is going to prevent people from Waconia Circle to going through their yard. Lachinski said she can relate to that question, but she stated it is mostly just neighbors that go through her yard to Booster Park.

Dan Murphy, 2557 Waconia Circle – Murphy is impacted by option 4 significantly. The trail would go through the east side of his property. The first he heard of this was today because he was out of town. He requested that maybe there could be more lead-time in the future, and would have hated to miss this meeting. Murphy said once you get to his land, you wouldn't be able to get any further.

Davis said the Council discussed this last week and they would like to discuss it again at their meeting next week, so that didn't give us much time. Staff made the extra effort to

get people notified. They sent the letter out on Thursday, but the date on the letter said the meeting was on Saturday. So staff went out door to door to deliver notices.

Murphy was wondering what the design for the trail is on his property. Davis said there was no plan for his property; they just planned developing the trail in the City right-of-way. Ms. Murphy said that the first section is easement, but the rest of it is private property. Murphy said he does not endorse having a trail on the east side of his property. Recently he was just approved to have some animals in his back yard and he doesn't think having electric fence on his property by the trail would be very safe. Davis said these are things he needs to know, so Council can be advised.

Lavonne Murphy 2557 Waconia Circle – Ms. Murphy said she doesn't want a trail with lights. Davis said they aren't proposing any lights. Ms. Murphy stated her home is zoned rural resident. She sees a need for trails, because it is a healthy option for society. However most residents want the rural experience. The proposed trail would be invasive to her property and take away privacy and security. Currently she holds an IUP for cattle and chickens and she has allotted most of her land for the cattle and chickens she is getting this spring. A trail would take away acreage that is designated and approved.

Butler said this trail was supposed to be going up Palisade to 229th Avenue. The City notified the residents and it didn't seem the Palisade route would be a viable route. Then the Commission looked at some other options, such as coming out of Booster Park East, to 224th Avenue, to Xylite and up Bataan. The meetings with the citizens along this route were favorably received. That is the background on where we were until Wednesday. What happened Wednesday, happened Wednesday and we are charged with investigating option four by the City Council. A resident asked what happened. Butler said the project was on hold. Davis said the project was suspended so Council could look at the expenditures. Council was given three options, and then option four was proposed and that was recommended to go to Park Commission to explore option.

Ms. Murphy asked what would happen when it got to Yancy Street.

Molly Danielson, 2630 225 Lane – Danielson said when she moved into her house there was a paved trail that was well used by everyone. The trail was on the east side. It is not bituminous trail. She said kids cut through her yard and the 2652 lot, they go to the south side and go over to Xylite. She is concerned about liability. A resident asked if the kids would use a trail versus her property. She said yes they would. Butler asked if the original trail would have went through, would they have stopped going through your yard. She said no, they wouldn't. The kids would still go through the yard.

Ms. Murphy said she sees them going through the yard. The lots aren't all that big, so the trail would be invasive to their back yards.

The resident at 22612 Yancy Street said there is no room there for a trail.

Ms. Murphy said she doesn't mind a trail in the front yard, but not in the back yard where she has animals and would like security. Mr. Murphy said if you did consider this trail route the property is full of Oak Wilt, and there is a real issue that needs to be dealt with. There are all kinds of dead oaks on the City property and he has already had to take out 100 trees on his property. That is something else that needs to be dealt with.

Amanda Loss (Property owner is Bonnie Olson) 22530 Yancy Street – She has a huge concern with the security in the back. She has dogs that roam free, but do not leave her yard. She shouldn't have to leash up her dogs, because there is a trail behind her property. She also has dealt with enough vandalism. She likes trails and would be in favor if the trail were in the front, versus the back.

A resident asked Davis to go over the costs of the proposals.

- The first option is for the full trail and it would cost \$440,000. This option is fully funded.
- The second option would be to terminate the project.
- The third option would be to do Booster East and cross over two properties down to 224th Avenue. The cost is \$43,000.
- The fourth option would be to do the trail, which has been discussed, and the cost would be \$88,000.

Davis explained there is \$125,000 in the fund already, and the City Council will be transferring in another \$29,000 this year. This would provide enough funds to complete a portion of the project. Bataan Street would be getting a seal coat the rest of the trail cost would be paid for out of MSA funds. That is the funding breakdown and costs.

A resident was curious if any neighbors would be affected anything. Davis said there wouldn't be any assessment or property tax hikes in relation to this project.

Butler said going up Xylite and to Yancy doesn't even comply with the City's Comprehensive Plan, because it is a trail that doesn't go anywhere. If we spend the money to just terminate it at Yancy, and not comply with the Comp Plan, it is a waste of money. Davis said he agrees with him wholeheartedly. The only way it would make sense is if there was a commitment to continue this trail in the future.

Mr. Murphy stated it is nice that the City asked for our opinion and he wanted to emphasize that he really doesn't want a trail in his back yard. Ms. Murphy said if the City could guarantee that no one would be messing with her animals or cut the fence she might be fine with it.

Langmade said that from the meetings he has been at, and from the comments we have heard from the residents this evening; we have had the least objections to the original trail proposal. Davis said you are correct Ken.

Lachinski said it gets more expensive every year to do projects and if we put it off it will cost us more. Butler said approximately \$300,000 would come from the MSA funds and \$129,000 in Parks and Trail fund. With the MSA funds, will they still continue with the Bataan project, regardless of what happens here? Secondly, what direction would Council want to give us for the money that is in the Parks Fund if the project is not completed? Davis said the seal coat project will proceed, these are two separate projects. As far as the other funds, what direction would we be going with will be discussed in item 7.

Kretchmar said if we do the project as is, the funds are available for this project. Assuming all that comes together, are there legal issues, or are there people that don't want this. Jefferson said they have already been talked to. Kretchmar asked if the money can be

used somewhere else where it is needed. Is this plan effectively a done deal, or are we pausing because of finance, or a change in council direction. Lawrence said the funds could be put used on MSA roads. Kretchmar said the money could be used for something else. Davis said these monies do not go away. Kretchmar said if this money is in the bank, we have the money, we should use it or we would like to use it. Lawrence said that making sure that we are getting the right bang for the buck at this time. Kretchmar said so it is the issue that other things are more important than this. Jefferson asked what is more important.

Davis said he would imagine if this project were not completed, the funds would be transferred into a road project. The seal-coating portion of Bataan would still be completed. The additional funds would be put into improvements and repairs on Roads. The City has a 5-year capitol improvement plan and the funds can be expended on the 26 miles of streets that qualify for MSA street status. The City receives approximately \$500,000 a year. The new service road will cost \$1.2 million dollars. The City would be looking at major repair in Coon Lake Beach and also south on Jackson Street.

Butler asked if there are any negative financial consequences for the City not going forward with the full project. Davis said the bid for the seal coating, the seal coating was suppose to have done last fall. The contractor could not get the tack oil last fall. That is \$40,000 of the project. Lawrence said the City wouldn't be out the engineering costs. The City would still have the plans and essentially the engineering work is already paid for. Jefferson asked how much was that portion. Davis said engineering and legal was about \$63,000.

Butler said the best option is Option 3, and running the trail out to 224, through the Onie easement. He doesn't see it going through woods and the residents are not happy with it on Yancy/Xylite area. He would be hesitant to have it run that way. Jefferson said that you think only option three to look at. Butler said no option three gives us other options in the future and we are not spending money to go up Xylite to Yancy.

Kretchmar said Option 1 is the only option that should move forward. If Option 1 is all taken care of financially, Council needs to determine what is most important. This plan is covered, it is all engineered and everyone has agreed to it. We have to wait for Council to say what the priority list is.

Lawrence said the City has the money for the MSA fund even though it is granted to us from the State, and we are using it to build our roads and trails. If we have a road that needs to be repaired, we would have to use our tax dollars to pay for the roads. If we are making sure our money is best spent, it is still our tax dollars.

Kretchmar said Option 1 is still the best plan.

Lawrence said Option 3 is the best plan and Option 4, wouldn't inspire any more trails in the area. He stated the theory on Option 3 is it would be the best use of the cash flow and the City could continue the trail in the future if it is desired and if there is funding.

Jefferson said wasn't someone considering that this money wasn't going to be considered for roads. How did we get to us in the first place? Davis said the monies came about because they needed to find a way to pay for this project. Trails qualify as an MSA

expense and the MSA streets are programmed out in the future. Butler asked if the money could be better used on other projects. Davis said yes there are pressing needs in the streets.

Lavonne Murphy asked how many miles of trail would Option 1 be. Davis said it would be 1.6 to start and then 3 miles more would be added to it. She said she would like to see get 1/3 of it done now, and finish it in the future.

Harvey motioned to recommend to City Council moving forward with Option 3.

Mr. Murphy wondered if it is an economic situation. Lawrence said yes it is. Mr. Murphy said we may never get this shot again and we already did all the engineering work on it. Butler said we could borrow forward on the MSA funds. Just give us a timeline when another \$300,000 would become available. Davis said the MSA funds are programmed out five years in advanced and all the monies have been allocated, but the projects can be changed annually. Butler said what is troubling is the Parks Commission didn't get any idea from Council where the \$300,000 would be reallocated to if this project is not completed. To try to make a decision on what is the best plan. Jefferson said she agrees with Butler.

Butler said do we know where the funds will be used. Lawrence said they would be studying that with Davis. Davis said the funds would have to go back into the MSA account. We have service road projects and street needs. The service road along Hwy 65 would cost \$600,000. Jefferson said that wasn't the monies we were allocating correct. Davis so no, it isn't the same funds. Would this \$300,000 allow us to do another small road project in 2013?

Butler seconded.

Langmade said Option 3 wouldn't provide anything to Xylite, if you wanted to get the residents to the park, it wouldn't do anything.

(Recap: Harvey motioned to recommend to City Council moving forward with Option 3. Butler seconded.) All in favor, motion fails 1-6 (Harvey Aye).

Butler stated that whereas the Parks Commission has labored over this proposal for a number of years and has consulted with all the neighborhoods involved, including the newest proposal this evening - up Xylite and Yancy, he motions to recommend to the City Council to reconsider Option 1 as the best option for the trail. Kretchmar seconded; all in favor, motion carries 6-1 (Harvey Nay).

Davis said coming to a decision like this is why citizen input is important, your input was very valuable this evening.

**MPCA
Monitoring
Well Request**

The City has received a request from the MPCA that they want to do some test wells. They proposed the test wells be placed in two parks and they will be to monitor the ground/top water. The wells wouldn't exceed 25 feet in depth. The two wells would be located in Northern Boundaries Park and at Whispering Oaks Park. Both wells would be in an unobtrusive section of the park. There would be no liability on the City. The MPCA would take care of anything on them. Davis said he doesn't see any immediate impacts on

it. These wells would be installed for in perpetuity. If we agree to this, it would be a service to the MPCA for their water quality problems.

Lachinski asked if they would be covered. Davis said they will they be covered in a casing that will be about 2 feet above grade. Butler said the well in Whispering Oaks is back in the NW corner of the park, behind the tennis courts and it really wouldn't impact the parks.

Kretchmar said it a great thing and if anything nasty happens, they will let us know.

Jefferson said why did they select those two areas. Davis said they are looking for properties on public land and it is easier to approach cities. They are installed about 30 wells in the north metro.

Jefferson asked if we could terminate whenever we want to. Davis said there is no really down or upside of doing this. This is a just little bit more mowing time. The question is do we want to cooperate with the MPCA. If the answer is yes, we should do this. Sometimes it helps to cooperate with the agencies and in the future they might be more willing to work with you.

Butler motioned to recommend to City Council to approve the MPCA's request to install monitoring wells in two East Bethel City Parks. Kretchmar seconded.

Jefferson asked if the reason for the selection for the site that is supposedly leaking. Davis said no it has nothing to do with that. There are 40 monitoring wells at the old dumpsite and water quality is improving. That area was cleaned up 6 – 8 years ago.

All in favor, motion carries unanimously.

Council
Report

Lawrence said to the Commission that they good direction on where Parks is going, and they are very passionate about the trail. The City Council is trying to make sure everything is paid for. It is taxpayer's money and we do not want to borrow extra money to do other projects. We are trying to make sure all needs are met before doing a trail project.

Kretchmar said there are a bunch of different departments and each dept has a different focus on what they wanted to do. This is Parks project and we want funding for our project. Are we like a business model where there is the road commission, park commission, etc are we all like that, and we have to fight for what we want. Or should we be looking at the bigger picture. Or is someone (some department) more important. What should we be focusing on? Lawrence said looking at Parks might be a stronger thing to be looking at. We have some needs for roads to be repaired and we have to pay out of taxes. Kretchmar said he understands that completely, but should we be thinking big picture, or should we be focusing on the parks and trails. From our point of view, we have been working on these projects for years. Lawrence said the money is getting real short, real fast. We are going to dumping a ton of money into water and sewer, so now we have to figure out where the rest of the money will be coming from.

Davis said the answer on both counts; you always look at the bigger picture and then look at your specific area, parks. Langmade said you read in the papers all the time how parks and trails are very important; they talk about the beautiful parks and trails. In his neighborhood, there isn't any playground equipment. We have a tennis court and

basketball court. A number of families would like a swing set for kids to play on. Lachinski asked if the County is giving the City any money for the service road project. Davis said the City has a State grant, which is paying for ½ the project.

Butler said the County Commissioner was at last weeks City Council meeting and stated that safety is a large commitment. He stated with the sewer project will cause the intersection at County Road 22 and Hwy 65 to become a major intersection.

The Commission discussed the Commissioners statements on 221st and Hwy 65.

Lawrence said because of the way the City Council is looking at the projects, they could modify the treatment plan to a smaller project. The City Council wouldn't have to tax residents on the project. He stated he is not discounting the need for trails. He took a walk home from City Hall and he walked on County Road 74. He said he had to step off the road because the cars were coming to close.

Butler said he has an appreciation for protecting the taxpayer's dollar. The amount of people that were here for the Palisade project was a full room. Lawrence was here for that discussion. When we had the discussion about going out the backside of the park, there was also a good turnout. Lachinski said her and her neighbors didn't get notified of that change. Davis said they only sent them to the neighbors who were directly affected.

Lawrence said we are really watching the pennies, because it is affecting everything. We can do some really low budget items that we can do to help make 221st safe. Jefferson said why do we have to put in the service roads. Lachinski said they are trying to get traffic down to Sims, because 221st is the second deadliest intersection in the State of MN. Davis said there is a segment of the service road already completed by the arena.

Butler said if this does boil down to going back to option three, Parks Commission will still have funds left, does Council have any direction. Lawrence said he doesn't have that yet. He said the Commission must have been working on other projects. Davis said the parks projects were reduced significantly, because we don't have funds coming in from development fees, and the other is the transfer from City Council.

Lawrence said he had a conversation with a gentleman who leases the parks. He is complaining that he wants better quality. The quality is too low is what that guy says. The Commission stated it was probably the gentleman from SAA. Lawrence said yes it was. Kretchmar said he wouldn't be satisfied with anything the City did.

Lawrence said he hears from a lot of difference people, so he isn't sure where it all comes from.

He would like to apologize for his absence at the last meeting. He thought he had it covered and he wasn't happy about that.

Butler said he isn't sure if congrats are in order, but wanted to thank Davis for sticking his neck out and taking on the responsibilities and initiative as temporary interim city administrator. Davis explained it happened last Wednesday at the City Council meeting. Davis said he appreciates the vote of confidence.

Lachinski asked if we have anything to do with Booster Days. Langmade said there is a meeting on the 22nd. He has been on the committee for quite a while. Barb who headed it up for years will not be heading it up anymore. Davis said the Parks Commission has had no responsibility in Booster Day. There have been people who have participated.

Adjourn **Kretchmar made a motion to adjourn the March 9, 2011 meeting at 8:45 p.m. Jefferson seconded; all in favor, motion carries.**

Submitted by:
Jill Teetzel
Recording Secretary

DRAFT



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 8.0 C.1

Agenda Item:

Road Commission Meeting Minutes for March 8, 2011.

Requested Action:

Information Only

Background Information:

Information Only. These minutes are in draft form. They have not been approved by the Road Commission.

Fiscal Impact:

None

Recommendation(s):

Information Only

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required: X

EAST BETHEL ROAD COMMISSION MEETING

March 8, 2011

The East Bethel Road Commission met on March 8, 2011 at 6:30 PM at the City Hall for their regular monthly meeting.

MEMBERS PRESENT: Al Thunberg Deny Murphy Tanner Balfany
Kathy Paavola

MEMBERS EXCUSED: Roger Virta Jeff Jensen Brian Bezanson Michael Warsko

ALSO PRESENT: Jack Davis, City Public Works Manager
Robert DeRoche, City Council Member

Adopt Agenda The March 8, 2011 meeting was called to order by Chairman Balfany at 6:29 PM. Thunberg wanted to add item about 221st Avenue NE and Hwy 65.

Thunberg made a motion to adopt the amended the March 8, 2011 agenda. Paavola seconded; all in favor, motion carries.

Approve – February 8, 2011 Meeting Minutes The following were items noted to be changed in the minutes: Roger was not at the meeting. On page 2, the first statement of the election of co-chair, Virta and Wood, that was asked via email earlier in the day. On the last page, it should be Bezanson not Hanson.

Pavola made a motion to approve the March 8, 2011 minutes with said changes. Thunberg seconded; all in favor, motion carries.

Road Financial Information – Roads Capital Funds Summary Davis had a few comments to make on the Roads Financial Information. There has been quite a bit of snow, and the City just received the last of the salt order. The City has used up to its' allocation of salt on the State contract. This should be enough to get us through the rest of March. We will have to purchase 150/200 tons of salt this November, but that will be on the new State contract. We will submit our request in April. We will be over our salt budget, depending on what the weather does in November and December.

The only other item that may stand out is the equipment parts. The City spent \$2200 dollars for carbide cutting edges for the plow. Generally the ones on the wings will last close to two years. The underbody blade and front plow do not last that long. If we used the conventional steel we would be replacing them 3 or 4 times during the year. We are saving the cost of a steel set during that two year time frame. DeRoche asked if they had a plasma cutter. Davis said no they don't have one, would like to have one. There are two things that should have been in the public works building, a lift and a wash bay. Sometimes we do our washing inside, but typically it is done outside. DeRoche was wondering what kind of lift they wanted. He said they would want a lift that does 3 or 4 tons. DeRoche was wondering if there was any pricing done at this time.

Davis said there are the balances in Street Capitol and MSA Funds. Wild Rice Drive is substantially complete and paid for. Bataan trail is going to change. Thunberg was

wondering what happened on that. Council was presented some options and they asked staff to go back and look at another option. DeRoche said what was talked about was from Booster Park to 224th Avenue. All of the construction would be paid for from the trail fund, not the MSA funds. The City would have to pay for the contractors bonds, but he said he recommend constructing a smaller portion of the project and pays the bond portion. The trail would be about 800 feet paved. Balfany said it is not a waste of money, but it is still going forward. Davis said that there would still be some funds left in that fund, there would be between \$270,000 to \$300,000.

JPA Projects

At the last meeting, the Commission approved the projects for bid, along with some additional crack sealing. Listed below that are the bids as they came in. The bid prices were cheaper this year, than they were last year. Tack oil went down to \$2.00 a gallon. The actual cost of materials went down about 10 cents a yard. We had estimated the projects at \$361,000 and the total cost came in as \$288,000. We will be about \$73,000 less than what was estimated. Bids were opened February 25, 2011. Paavola asked if the bidders can withdraw. Davis said no, they are locked in. We can withdraw before April 6, 2011. If Council approves the project we will sent a letter of concurrence to the City of Coon Rapids by April 17, 2011. With these prices and the road needs, the City should go ahead and award these. If Council was in agreement, we should take some of these excess funds to do more projects next year. Balfany asked DeRoche's opinion. DeRoche said fix the roads, we gotta have roads.

Thunberg recommend that City Council consider approving the JPA bids as proposed by staff, with additional consideration given to spending the \$73,000 available based on estimates to crack seal and repair roads as recommended by staff. Additionally to look at moving some of the 2012 projects to 2011. Paavola seconded; all in favor, motion carries.

Davis said he would start with the 2012 list and doing those. If Council is amenable, we could do an additional \$73,000 and could add to 2012 Coon Lake Beach road projects.

2011 Class V Projects

The class V resurfacing on the dirt roads is ready to be reconsidered again. This will be the sixth year that roads get some resurfacing. Last year we used lime rock on Zumbrota and it has held up really well. When we had the first spring melt in February and that road was in really good shape. Since it held up so well, we would like to use it in some other spots.

The remaining streets that we haven't done are Jewel Street, Palisade Street, Kissel Street, and Edison Street. Davis recommendation is to resurface Jewel, Palisade and Kissel with Class V. Edison Street is the road that access Beaver Brook. There is a lot of material on the side of the roads. He said staff can go in and reclaim those materials, and fix up that road. There is only resident that lives up there and it services the gun club.

Klondike is always a problem. We have suggested many fixes, and need to do a little bit of work to Klondike. The traffic count is just too high to use Class V. Lime rock could be used on this street, but we wouldn't be able to do any other streets for about 2 years. That would cost about \$50,000. We could use asphalt fillings on this street, and that would cost about \$13,000. Murphy asked if this has been used anywhere else. Davis said, yes it has been used and it is a really good solution. There are some places on Klondike that are shaded and no ditches. Thunberg said none of this had been bid. Davis said they would bid these themselves. Murphy said the asphalt fillings almost turn to pavement itself.

Davis said yes, and you have to be extremely carefully with grading. Thunberg said this is mostly for materials correct. Davis said yes, the City would get the materials and then apply them.

These are the projects that he would recommend for the year, and then we will start the six-year project all over again. Murphy said the millings on Klondike would be just in the soft spots. Davis said yes. Paavola asked if they were going to consider doing the ditching on Klondike. Davis said no, not at this time. They would be crowning the road when they do this work. DeRoche was wondering what Columbus does on their streets. Davis said lime rock and a film of calcium chloride. Balfany said didn't we talk about that at one of our meetings last fall. Davis said the only problem with calcium chloride is you can't grade the roads afterwards. Most of our dirt roads in East Bethel are very straight and people drive them very fast. Murphy said when Xylite was done, the grading was done less and it held up longer. Davis said when they did Xylite, they used magnesium chloride, but the City applied that in May or first of June, and we didn't grade the road again until September.

DeRoche said how much it costs if you don't grade the road, and use magnesium chloride. Davis said it isn't a savings. It is approximately \$35,000 to grade the roads and \$50,000 to use the chloride treatments. The biggest complaints we have on dirt roads is the dust. DeRoche said what would be the possibility to ask the residents to pay additional to get this treatment. Davis said we discussed this. Thunberg said the residents would have to ask for it to be done, pay the cost, and there would be 100% participation. Paavola said it is just not feasible. Balfany asked if one individual resident wanted to apply it themselves, they could. Davis said no, that was not approved.

Thunberg motion that the City Council consider Class V projects on Jewel Street, Kissel Street and Palisade Street, on Edison with reclaims and repairs the road and on Klondike repair portions of the road with asphalt millings. Murphy seconded; all in favor, motion carries.

Durant and
Wild Rice

There was some discussion that originated from David Schaaf in taking a look at some City streets that could be turned back to the County. One of these is Wild Rice Drive/Durant Street. There is some logic in turning them back to the County. It is logical connection of two County Roads (15/74). The advantage to the City if that is done, that is one of our major plow routes. It takes a long time to plow that road – all 2 ½ miles. It does connect two County roads.

The County's major interest is East Bethel Boulevard. The drawback if we turn it back to the County, we would have to make sure we have a MSA transfer in the equivalent amount of miles because that affects our MSA funding.

The other street considered was having the County turn back 221st Avenue, was then the City could direct the maintenance of the street. There are probably more pothole patches on it then there is pavement on it and it is a segment of another County road. They probably would turn it all over, not just a portion. The only reason we would have an interest in 221st is because we could maintain it much better than the County does.

The County hasn't indicated that they would like to discuss any of this. They are

interested in Wild Rice Drive because it has recently been redone and the Durant Street section is in good shape.

Thunberg asked if Davis was in favor of any of this. Davis said a portion of 221st would be fine, but not the whole road. The County does a great job at plowing the roads. Murphy said they just don't maintain it otherwise. The logical point for the City would be to take 221st from Hwy 65 to Bataan Street.

DeRoche was wondering what this would add to the cost of the lights at 221st and Hwy 65. Davis said then the County would not participate in the cost then. Thunberg said a lot of the project costs are to level the approach to Hwy 65. If we took over 221st, we would be responsible for all the costs of the project. Thunberg brought up that another fatality occurred at 221st and Hwy 65. Thunberg said that Schaaf had an idea for 221st and Hwy 65. If you are thinking of closing it off, that isn't an option. There is a lot of traffic that goes east and west. There would need to be a service road on the other side, and then you would have a detour around to get across the intersection that would be approximately 3 miles. That amount of time, for emergency vehicles, would be huge. That was what Schaaf was thinking, on the surface when you analyze all the negatives, there would be a huge amount of political fallout. Murphy said all the kids shuttling their kids back and forth to St. Francis Schools would be unhappy. Balfany said he knows that someone he knows, said he she doesn't want her kids going through that intersection. Thunberg said that the project has been funded up to 2013/14. Taking into considerations and the elimination of the trail, they can't use MSA funds on this road. Davis said this project has now been moved up to 2012. Murphy said because of the last accident. Davis said he thinks the last accident that something needs to be done there as soon as possible. The County's schedule for 2012 could mean 2013. Davis said he has contacted the County to see if they could do anything such as rumble strips or flashing lights to let people know there is something coming up. At least then we would know that the intersection is as safe as possible. DeRoche said the overpass for twelve million, we can't afford that. Thunberg said he knows that won't happen, when you consider at 109/105th when the higher volume roads get the overpasses. Davis said the next road to get an overpass is Bunker Lake Road. Traffic counts are what drive the overpasses and lights. There will be other things done south of here.

Paavola thinks the speed limit on Hwy 65 is insane. DeRoche thinks it won't do anything. Paavola said the speed limit makes her angry. If you are doing a bridge, we have to take what we can afford. It is time to lower the speed limit. Balfany said enforcing the 65mph is important. Paavola said lower it 5 mph. The higher the speed limit, the faster they will go. Thunberg said you have to wait on the green light, because people are running red lights all the time.

Murphy said in past City Council minutes, once a month, they use to give a briefing of what it is going on. They brought up that the percentage of traffic patrol is low. DeRoche said do you want them to keep a bad guy out of your house or patrolling the streets. He said he stops and asks them what they are up to, and then knows what they are doing. Thunberg asked if the Sheriff could contact the State Patrol to ask them to beef up patrol on Hwy 65 through our City. Balfany said there has to be some accountability for people. DeRoche said rumble strips or sign that says dangerous intersections ahead would be a good idea.

Paavola asked if something has been sent to the County. Davis said he sent a letter to the County to discuss this. The time is ripe to do this. He is hoping they will see the need. DeRoche asked who was the female County representative that was at the City Council meeting. Davis said he contacted the City Engineer, who is above Kate. Thunberg said he thinks it is important to continue to have this dialogue with the City.

Davis thinks the County is interested in doing something here, not because of the accident, but because it is one of the worst intersections in the State. If you are on 221st, and want to go south, and you have two or three cars in the de-acceleration lane and their vision is blocked. Whenever he pulls out, he makes sure there is no one in the de-acceleration. Murphy said he has a hard time judging when you are sitting in the medium trying to judge what lane they are in.

DeRoche was wondering what the State's responsibility in this is. Davis said the State is on board with this, they are insulated and not involved locally. They probably would say they have a hundred more of the roads like this throughout the State. With this being said on a four-lane highway, the options are a signal, overpass or interchange. Paavola said if they do some other types of warning signals on the intersection maybe that will help. You don't generally jump from an un-signalized intersection, to an overpass.

Hunter Inn Why wasn't there a turn lane put in at this entrance. People don't want to cross the fog lane. Davis said he will make an assumption, that in order to have a turn lane, you have to have more than one major point that has to access the street. Hunter said there is no turn lane from Lexington to 109th. There is not a turn lane into U Pull It. Balfany said this would have to be taken care of with the State correct. Davis said yes. He will email everyone the results of researching this item.

Adjourn **Paavola made a motion to adjourn the March 8, 2011 meeting at 7:43 PM. Thunberg seconded; all in favor, motion carries.**

Submitted by:

Jill Teetzel
Recording Secretary



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 9.0 A.1

Agenda Item:

Water Treatment Plant Evaluation

Requested Action:

Consider Final Status of Water Treatment Plant Contract

Background Information:

At the January 5, 2011 City Council meeting the Water Treatment Plant (WTP) contract was suspended. The question in regards to the WTP construction was whether it was needed immediately upon startup of the system. The answer to this question largely depends on the actual water quality that would be delivered to the WTP. At the February 16, 2011 City Council meeting it was determined that a test well would be completed to evaluate the water quality at the proposed well site.

The main purpose of the WTP is to remove iron and manganese, which would provide a higher quality of water to the users. There are two common methods used by municipalities to remove or control iron and manganese in public water supplies. These methods include:

1. Removal through filtration
2. Addition of polyphosphate to sequester iron and manganese

Staff has researched and compared eight different community water supplies in six different Cities. Attachment #1 provides a summary of these comparisons. The table includes the average concentrations of iron and manganese for each water supply, the year they started their water system, the average population of the City the year the treatment plant was constructed (if applicable), and the year the treatment plant was constructed (if applicable).

Since the start of their systems three of the communities, Andover, Blaine, and Isanti have constructed filtration plants to remove iron and manganese along with other constituents as required by primary drinking water standards. Prior to constructing filtration plants these communities sequestered iron and manganese with polyphosphate. The other two communities, Ramsey and Otsego still sequester iron and manganese with polyphosphate.

Attachments #2 and #3 graphically compare the manganese and iron concentrations for each community along with the results from the test well.

Typically to have consistent success of sequestering iron and manganese with polyphosphate the maximum concentrations should be 0.3 mg/L for manganese and 1.0 mg/L for iron. The iron and

manganese concentrations for the test well were non-detect (zero) and 0.163 mg/L respectively, which is well below these limits. Given the water quality results of the test well polyphosphate would be a feasible and effective means to sequester the iron and manganese.

With that being said the City will have a number of challenges in the early years of the system due to the lack of users. The polyphosphate method for controlling iron and manganese would assume that the residence time of the water in the system is less than 5 days. For example if the system held 100,000 gallons of water and the system users demanded 10,000 gallons of water per day the average residence time of the water in the system would be 10 days.

With or without treatment the City will need an aggressive flushing program during the early years of the system to maintain an adequate chlorine residual in the system at all times due to the anticipated water residence time. To estimate the anticipated residence time several scenarios were analyzed.

The first two scenarios are presented in Attachment #4. These graphs are based on the data presented in Attachment #6. These scenarios assume that the system will store enough water in the tower to meet the required fire flow of 2,500 gallons per minute for 3 hours. These scenarios also include storage for the 3 hour peak day demand, and 20 percent reserve of the peak day demand in the tower, along with the 262,000 gallons of water stored in the system pipes. The two lines on the graph assume growth based on the feasibility study and growth based on 50 percent of the feasibility study. These scenarios assume that the water system will be started in 2013. Using the feasibility growth rate it is anticipated that the average water residence time will be less than 5 days in 2016. Using the 50 percent feasibility growth rate it is anticipated that the average water residence time will be less than 5 days in 2019.

The second two scenarios are presented in Attachment #5. These graphs are based on the data presented in Attachment #6. These scenarios assume that the system **will not** store the suggested fire flow of 2,500 gallons per minute for 3 hours. These scenarios only include storage for the 3 hour peak day demand and 20 percent reserve of the peak day demand in the tower, along with the 262,000 gallons of water stored in the system pipes. Again, the two lines on the graph assume growth based on the feasibility study and growth based on 50 percent of the feasibility study. These scenarios assume that the water system will be started in 2013. Using the feasibility study growth rate it is anticipated that the average water residence time will be less than 5 days in 2015. Using the 50 percent feasibility growth rate it is anticipated that the average water residence time will less than 5 days in 2016.

As previously discussed, the City will need to maintain adequate chlorine residual in the system at all times. The chlorine residual is the amount of free chlorine left in the water, and available for disinfection, after all the chlorine demand has been met. The chlorine demand is the reaction of chlorine with metals such as iron and other compounds present in the water. From this it can be concluded that adequate chlorine residual can be maintained longer with removal of iron and manganese. How much longer is difficult to answer.

Attachment #7 includes the analytical results from the water sample with the exception of the radium results. The radium results are anticipated to be completed April 18, 2011.

With the discussion provided above, we would provide the following options for consideration.

Option 1 – Current Plant – the City could construct the current plant as contracted. The as bid cost for this option is \$5.8 million. The current plant design flow is 1,500 gpm with an ultimate design of 5,000 gpm. Certain features of the plant are designed for the ultimate buildout of 5,000

gpm. It is unknown at this time whether the Franconia-Ironton-Galesville (FIG) formation can produce enough water to supply the ultimate plant buildout. In order to meet the 5,000 gpm, a Mount-Simon well may be needed on this site. The DNR has indicated that a Mount-Simon well may be allowed if it is proven that the FIG wells influence the shallow groundwater. It could take years to prove or disprove the need for a Mount-Simon well.

Option 2 – Modify Current Plant – It may be possible to downsize the existing plant design by elimination of one of the clear wells in addition to other deducts that could be utilized. The Contractor has provided input regarding this option. He has indicated that the cost could be reduced at least \$1.5 million, bringing the estimated cost to \$4.3 million .

Option 3 – No Iron or Manganese Removal – With this option the City would need to construct a pumphouse and provide the minimum chemical treatment for chlorine and fluoride and polyphosphate to sequester iron and manganese. This option is estimated to cost \$700,000. As previously discussed, an aggressive flushing program would need to be provided during the early years of the system to ensure the polyphosphates are effective.

Option 4 – Oversized Pumphouse/Treatment Building – This option would be the same as Option 3 except it would include constructing an oversized pumphouse/treatment building that is large enough to accommodate two 600 gpm pressure filters in the future. The pressure filters would be used for the removal of iron and manganese. This option is estimated to cost \$1.0 million.

Option 5 – Water Treatment with Pressure Filters – This option would be the same as Option 4 except that one of the pressure filters would be installed immediately for the removal of iron and manganese. In the past, pressure filters were typically considered only for smaller water treatment systems. The advantage of pressure filters is the reduced footprint of the plant due to the smaller filter sizes. The City’s of Blaine, Coon Rapids, and Anoka currently have pressure filter plants. The initial plant design capacity would be 600 gpm. This option is estimated to cost \$1.4 million.

Attachment(s):

1. Summary of Iron and Manganese Concentrations
 2. Graph of Manganese Concentrations
 3. Graph of Iron Concentrations
 4. Average Water Residence Time with Fire Flow
 5. Average Water Residence Time without Fire Flow
 6. Estimated Water Demand Data
 7. Pace Analytical Services – Analytical Results of the Test Well Water Quality Sample
- *****

Fiscal Impact:

The estimated construction cost for each option is presented above. It should be noted that there will be termination costs associated with the Municipal Builders, Inc. contract if the Council elects to terminate the contract. The termination costs are not known at this time.

Recommendation(s):

Given the uncertainty of the future water supply and system water demand, staff recommends that Council consider Option 5.

If Council does not approve options 1 or 2, we also recommend that the contract with Municipal Builders, Inc. be terminated.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

**Attachment #1
Comparison of Iron and Manganese Concentrations**

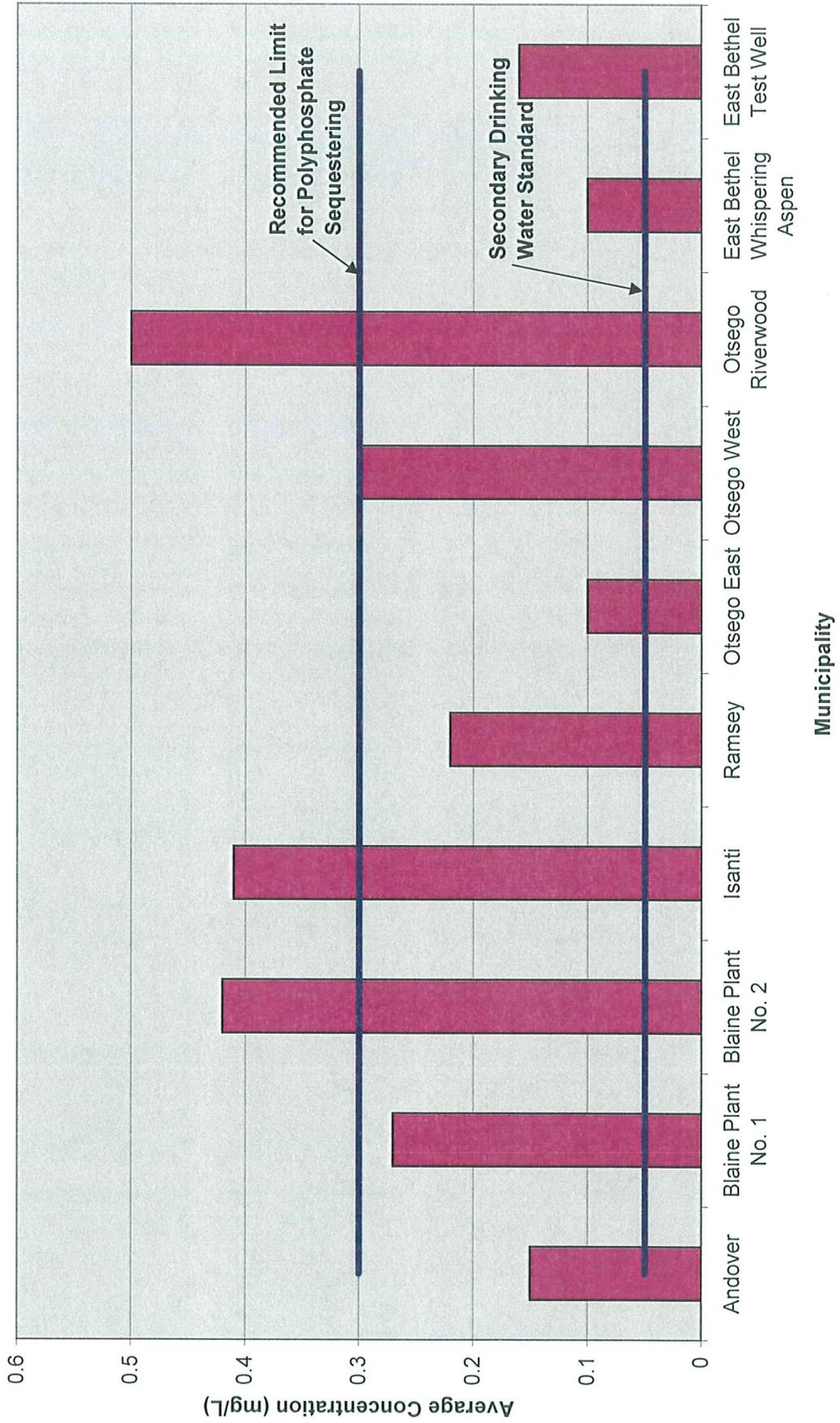
| | Andover | Blaine Plant No. 1 | Blaine Plant No. 2 | Isanti | Ramsey | Otsego East | Otsego West | Otsego Riverwood | East Bethel Whispering Aspen | East Bethel Test Well |
|--|---------|--------------------|--------------------|--------|-----------------|-----------------|-----------------|------------------|------------------------------|-----------------------|
| Manganese (mg/L) | 0.15 | 0.27 | 0.42 | 0.41 | 0.22 | 0.1 | 0.3 | 0.5 | 0.10 | 0.16 ² |
| Iron (mg/L) | 0.38 | 0.57 | 0.51 | 0.80 | 0.53 | 1.1 | 0.3 | 0.6 | 0.83 | ND ^{2,3} |
| Approximate Year Water System Started | 1981 | 1967 | 1967 | 1976 | 1985 | 1998 | 1998 | 1998 | 2004 | NA |
| Approximate Population at the time of WTP Construction | 16,800 | 50,000 | 50,000 | 6,150 | NA ¹ | NA ¹ | NA ¹ | NA ¹ | NA ¹ | NA |
| Year Treatment Plant Constructed | 2003 | 2006 | 2006 | 2009 | NA | NA | NA | NA | NA | NA |

¹ Currently do not have water treatment plants

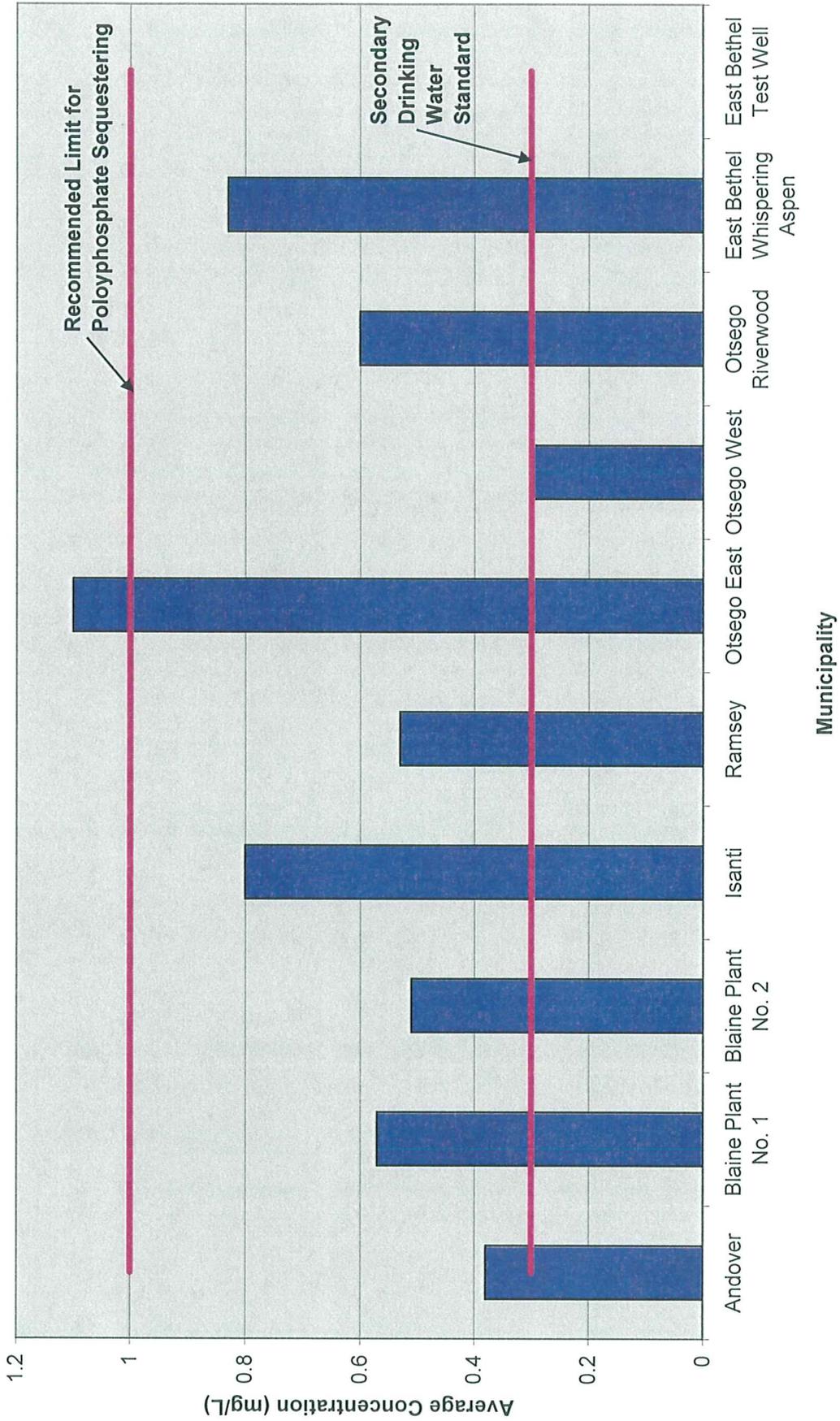
² A number of field tests were completed for iron and manganese during the pumping operations. The iron and manganese values for the field tests were 0.21 mg/L and 0.19 mg/L just prior to taking the final certified lab sample

³ ND = Not Detectable

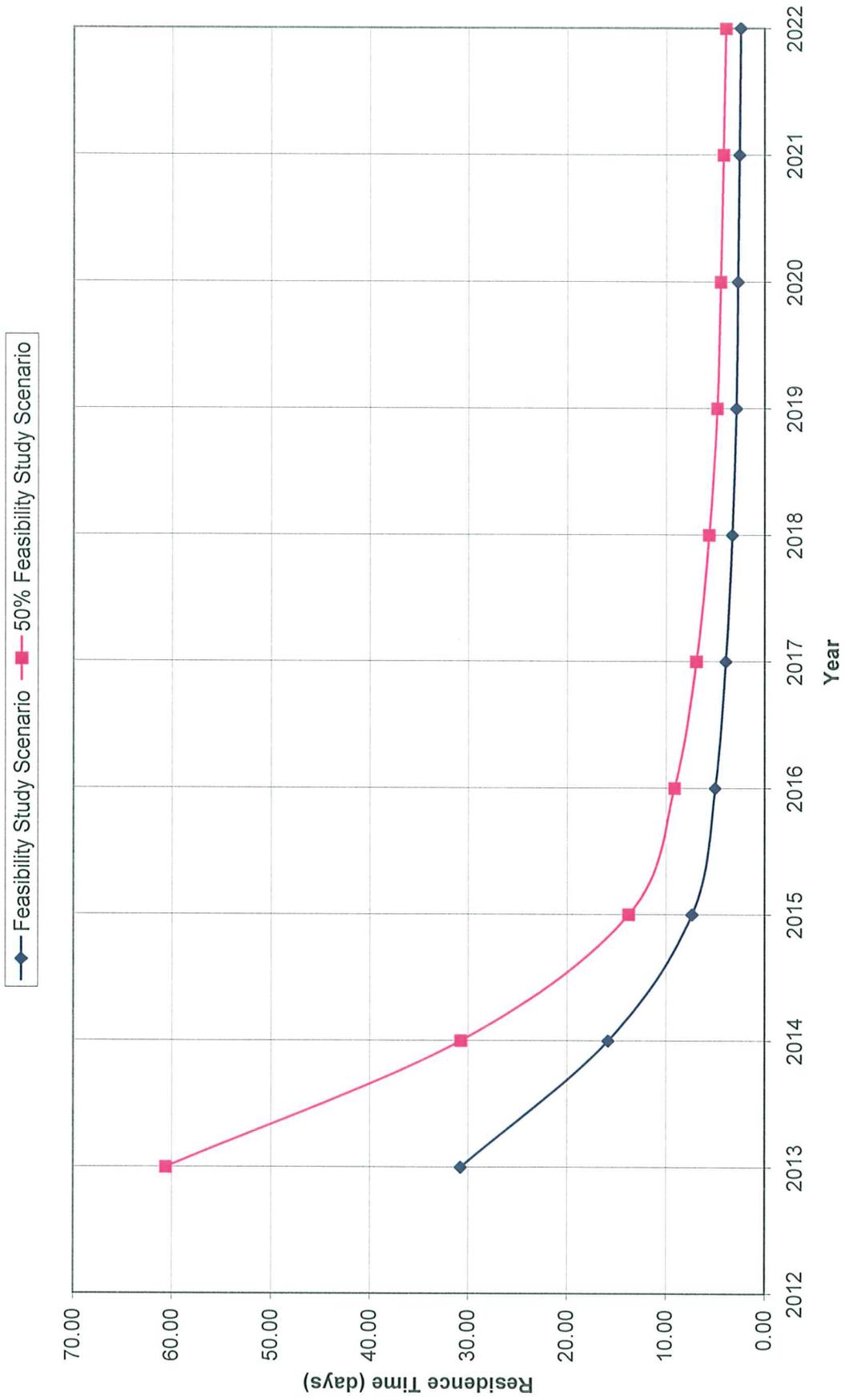
**Attachment #2
Comparison of Manganese Concentrations**



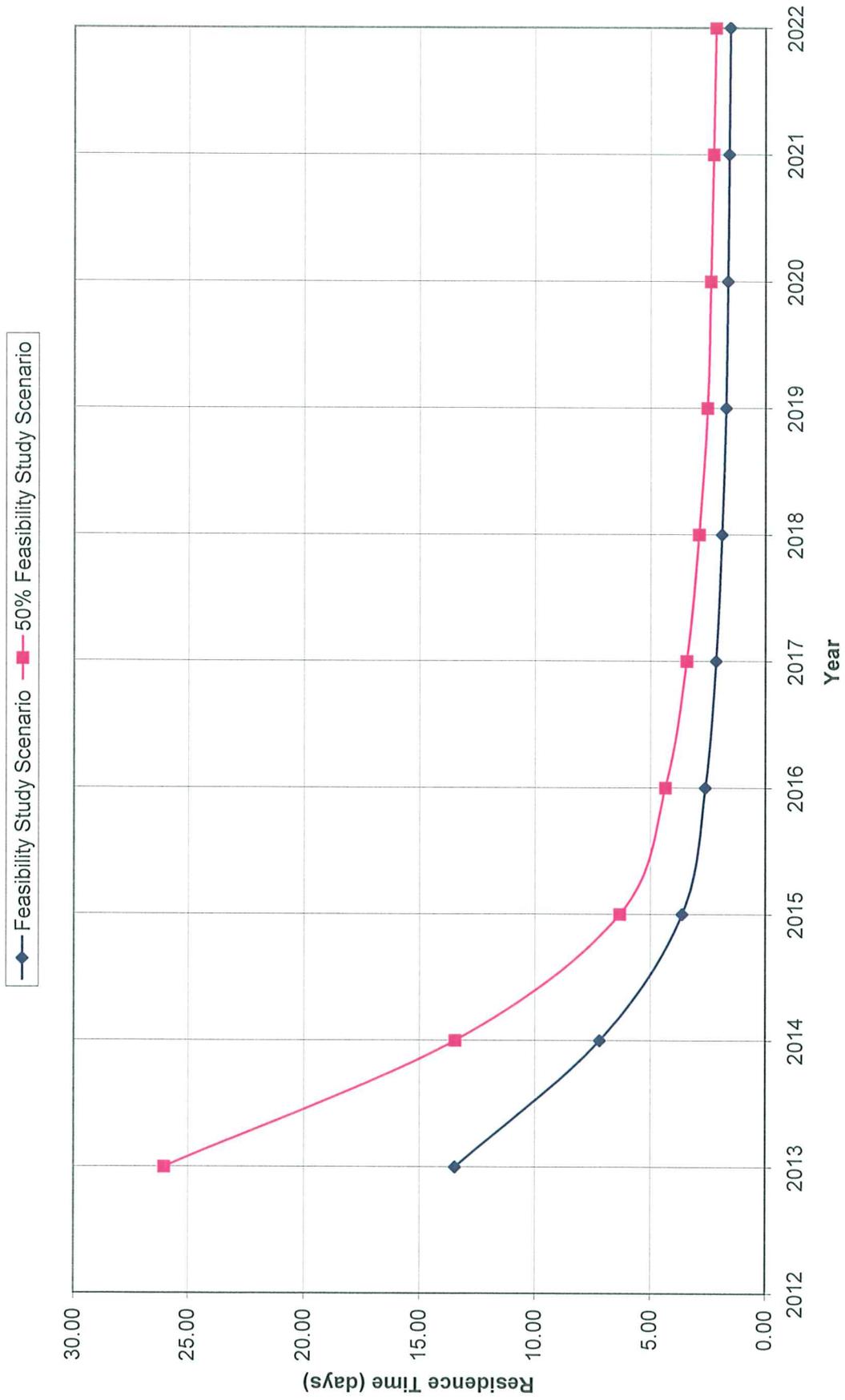
Attachment #3
Comparison of Iron Concentrations



Attachment #4
Average Water Residence Time with Fire Flow



Attachment #5
Average Water Residence Time without Fire Flow



**Attachment #6
Estimated Water Demand**

| Description | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| FEASIBILITY STUDY SCENARIO | | | | | | | | | | |
| Required Fire Flow (gpm) | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 |
| Fire flow Duration (hrs) | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| Total Fire Flow Demand (gals) | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 |
| Total ERU | 76 | 152 | 352 | 552 | 752 | 952 | 1,152 | 1,266 | 1,381 | 1,495 |
| Equivalent Population | 208 | 416 | 964 | 1,512 | 2,060 | 2,608 | 3,156 | 3,469 | 3,784 | 4,098 |
| Average Day Demand (gpd) | 20,824 | 41,648 | 96,448 | 151,248 | 205,048 | 260,848 | 315,648 | 346,884 | 378,394 | 409,630 |
| Peak Day Demand (mgd) | 0.052 | 0.104 | 0.241 | 0.378 | 0.515 | 0.652 | 0.789 | 0.867 | 0.946 | 1.024 |
| Peak Day Demand (gpm) ¹ | 43.4 | 86.8 | 200.9 | 315.1 | 429.3 | 543.4 | 657.6 | 722.7 | 788.3 | 853.4 |
| 3 hour Peak Day Demand (gals) | 7,809 | 15,618 | 36,468 | 56,718 | 77,268 | 97,818 | 118,368 | 130,092 | 141,898 | 153,611 |
| 20% Reserve (gals) ² | 10,412 | 20,824 | 48,224 | 75,624 | 103,024 | 130,424 | 157,824 | 173,442 | 189,197 | 204,815 |
| Total Water Required (gals) ³ | 468,221 | 468,221 | 534,392 | 582,342 | 630,292 | 678,242 | 726,192 | 753,524 | 781,095 | 808,426 |
| Number of Wells Total (600 gpm each) | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Total Firm Pumping Rate (gpm) ⁴ | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 |
| Total Firm Pumping 3 hour event (gals) | 90,000 | 90,000 | 90,000 | 90,000 | 90,000 | 90,000 | 90,000 | 90,000 | 90,000 | 90,000 |
| Total Storage Required ⁵ (gals) | 378,221 | 395,442 | 444,392 | 492,342 | 540,292 | 588,242 | 636,192 | 663,524 | 691,095 | 718,426 |
| Pipe Storage (gals) | 262,000 | 262,000 | 262,000 | 262,000 | 262,000 | 262,000 | 262,000 | 262,000 | 262,000 | 262,000 |
| Total System Water (gals) | 640,221 | 659,442 | 706,392 | 754,342 | 802,292 | 850,242 | 898,192 | 925,524 | 953,095 | 980,426 |
| Average Residence Time w/Fire Flow Storage (days) | 30.74 | 15.81 | 7.32 | 4.89 | 3.89 | 3.26 | 2.85 | 2.67 | 2.52 | 2.39 |
| Average Residence Time w/o Fire Flow Storage (days) ⁷ | 13.46 | 7.17 | 3.59 | 2.61 | 2.15 | 1.88 | 1.71 | 1.63 | 1.57 | 1.51 |
| 50% FEASIBILITY STUDY SCENARIO | | | | | | | | | | |
| Required Fire Flow (gpm) | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 |
| Fire flow Duration (hrs) | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| Total Fire Flow Demand (gals) | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 |
| Total ERU | 38 | 76 | 176 | 276 | 376 | 476 | 576 | 633 | 691 | 748 |
| Equivalent Population | 104 | 208 | 482 | 756 | 1,030 | 1,304 | 1,578 | 1,734 | 1,892 | 2,048 |
| Average Day Demand (gpd) | 10,412 | 20,824 | 48,224 | 75,624 | 103,024 | 130,424 | 157,824 | 173,442 | 189,197 | 204,815 |
| Peak Day Demand (mgd) | 0.026 | 0.052 | 0.121 | 0.189 | 0.258 | 0.326 | 0.395 | 0.434 | 0.473 | 0.512 |
| Peak Day Demand (gpm) ¹ | 21.7 | 43.4 | 100.5 | 157.6 | 214.6 | 271.7 | 328.8 | 361.3 | 394.2 | 426.7 |
| 3 hour Peak Day Demand (gals) | 3,905 | 7,809 | 18,084 | 28,359 | 38,634 | 48,909 | 59,184 | 65,041 | 70,949 | 76,806 |
| 20% Reserve (gals) ² | 5,206 | 10,412 | 24,112 | 37,812 | 51,512 | 65,212 | 78,912 | 86,721 | 94,599 | 102,408 |
| Total Water Required (gals) ³ | 459,111 | 468,221 | 492,196 | 516,171 | 540,146 | 564,121 | 588,096 | 601,762 | 615,547 | 629,213 |
| Number of Wells Total (600 gpm each) | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Total Firm Pumping Rate (gpm) ⁴ | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 |
| Total Firm Pumping 3 hour event (gals) | 90,000 | 90,000 | 90,000 | 90,000 | 90,000 | 90,000 | 90,000 | 90,000 | 90,000 | 90,000 |
| Total Storage Required ⁵ (gals) | 369,111 | 378,221 | 402,196 | 426,171 | 450,146 | 474,121 | 498,096 | 511,762 | 525,547 | 539,213 |
| Pipe Storage (gals) | 262,000 | 262,000 | 262,000 | 262,000 | 262,000 | 262,000 | 262,000 | 262,000 | 262,000 | 262,000 |
| Total System Water (gals) | 631,111 | 640,221 | 664,196 | 688,171 | 712,146 | 736,121 | 760,096 | 773,762 | 787,547 | 801,213 |
| Average Residence Time w/Fire Flow Storage (days) | 60.61 | 30.74 | 13.77 | 9.10 | 6.91 | 5.64 | 4.82 | 4.46 | 4.16 | 3.91 |
| Average Residence Time w/o Fire Flow Storage (days) ⁷ | 26.04 | 13.46 | 6.31 | 4.34 | 3.42 | 2.88 | 2.54 | 2.39 | 2.26 | 2.15 |

¹Peak day demand rate based on 20 hour day.
²Reserve is 20% of peak day demand volume.
³Total water required = total fire flow demand + 3 hour peak day demand + 20% reserve.
⁴Projected firm well capacity is based on the capacity of all wells less the highest capacity well.
⁵Total storage required = total water required - total firm pumping 3 hour event.
⁶Residence Time = Total System Water/Average Day Demand
⁷Residence Time = (3 Hour Peak Day Demand + 20% Reserve + Pipe Storage)/Average Day Demand

ANALYTICAL RESULTS

Project: East Bethel Test Well
Pace Project No.: 10152083

| Parameters | Results | Units | Report Limit | DF | Prepared | Analyzed | CAS No. | Qual |
|--|---------|-------|--------------|----|----------------|----------------|------------|------|
| Sample: Test Well | | | | | | | | |
| Lab ID: 10152083001 | | | | | | | | |
| Collected: 03/17/11 13:35 Received: 03/17/11 15:13 Matrix: Water | | | | | | | | |
| 200.8 MET ICPMS | | | | | | | | |
| Analytical Method: EPA 200.8 Preparation Method: EPA 200.8 | | | | | | | | |
| Aluminum | ND | ug/L | 4.0 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7429-90-5 | |
| Antimony | ND | ug/L | 0.50 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-36-0 | |
| Arsenic | ND | ug/L | 0.50 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-38-2 | |
| Barium | 6.2 | ug/L | 0.30 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-39-3 | |
| Beryllium | ND | ug/L | 0.20 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-41-7 | |
| Boron | 32.2 | ug/L | 5.0 | 1 | 03/18/11 11:32 | 03/22/11 22:07 | 7440-42-8 | |
| Cadmium | ND | ug/L | 0.080 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-43-9 | |
| Calcium | 65800 | ug/L | 200 | 10 | 03/18/11 11:32 | 03/22/11 22:12 | 7440-70-2 | |
| Chromium | ND | ug/L | 0.50 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-47-3 | |
| Copper | 0.62 | ug/L | 0.50 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-50-8 | |
| Iron | ND | ug/L | 50.0 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7439-89-6 | |
| Lead | ND | ug/L | 0.10 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7439-92-1 | |
| Magnesium | 20300 | ug/L | 5.0 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7439-95-4 | |
| Manganese | 163 | ug/L | 0.50 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7439-96-5 | |
| Nickel | ND | ug/L | 0.50 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-02-0 | |
| Potassium | 1770 | ug/L | 20.0 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-09-7 | |
| Selenium | ND | ug/L | 0.50 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7782-49-2 | |
| Silver | ND | ug/L | 0.50 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-22-4 | |
| Sodium | 9470 | ug/L | 50.0 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-23-5 | |
| Thallium | ND | ug/L | 0.10 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-28-0 | |
| Total Hardness by 2340B | 248000 | ug/L | 710 | 10 | 03/18/11 11:32 | 03/22/11 22:12 | | |
| Zinc | ND | ug/L | 5.0 | 1 | 03/18/11 11:32 | 03/20/11 12:41 | 7440-66-6 | |
| 245.1 Mercury | | | | | | | | |
| Analytical Method: EPA 245.1 Preparation Method: EPA 245.1 | | | | | | | | |
| Mercury | ND | ug/L | 0.20 | 1 | 03/21/11 20:09 | 03/23/11 12:14 | 7439-97-6 | |
| 524.2 MSV | | | | | | | | |
| Analytical Method: EPA 524.2 | | | | | | | | |
| Benzene | ND | ug/L | 0.50 | 1 | | 03/21/11 20:49 | 71-43-2 | |
| Carbon tetrachloride | ND | ug/L | 1.0 | 1 | | 03/21/11 20:49 | 56-23-5 | |
| 1,4-Dichlorobenzene | ND | ug/L | 0.50 | 1 | | 03/21/11 20:49 | 106-46-7 | |
| 1,2-Dichloroethane | ND | ug/L | 0.50 | 1 | | 03/21/11 20:49 | 107-06-2 | |
| 1,1-Dichloroethene | ND | ug/L | 0.50 | 1 | | 03/21/11 20:49 | 75-35-4 | |
| 1,1,1-Trichloroethane | ND | ug/L | 0.50 | 1 | | 03/21/11 20:49 | 71-55-6 | |
| Trichloroethene | ND | ug/L | 0.50 | 1 | | 03/21/11 20:49 | 79-01-6 | |
| Vinyl chloride | ND | ug/L | 0.40 | 1 | | 03/21/11 20:49 | 75-01-4 | |
| 4-Bromofluorobenzene (S) | 95 % | | 70-130 | 1 | | 03/21/11 20:49 | 460-00-4 | |
| Dibromofluoromethane (S) | 110 % | | 70-130 | 1 | | 03/21/11 20:49 | 1868-53-7 | |
| Toluene-d8 (S) | 98 % | | 70-130 | 1 | | 03/21/11 20:49 | 2037-26-5 | |
| 1,2-Dichloroethane-d4 (S) | 109 % | | 70-130 | 1 | | 03/21/11 20:49 | 17060-07-0 | |
| 180.1 Turbidity | | | | | | | | |
| Analytical Method: EPA 180.1 | | | | | | | | |
| Turbidity | 0.34 | NTU | 0.10 | 1 | | 03/18/11 13:59 | | |
| 2320B Alkalinity | | | | | | | | |
| Analytical Method: SM 2320B | | | | | | | | |
| Alkalinity, Total as CaCO3 | 266 | mg/L | 5.0 | 1 | | 03/22/11 17:56 | | |

ANALYTICAL RESULTS

Project: East Bethel Test Well
Pace Project No.: 10152083

| Sample: Test Well | | Lab ID: 10152083001 | Collected: 03/17/11 13:35 | Received: 03/17/11 15:13 | Matrix: Water | | | |
|-------------------------------------|--|---------------------|---------------------------|--------------------------|----------------|----------------|------------|------|
| Parameters | Results | Units | Report Limit | DF | Prepared | Analyzed | CAS No. | Qual |
| 2540C Total Dissolved Solids | Analytical Method: SM 2540C | | | | | | | |
| Total Dissolved Solids | 251 | mg/L | 10.0 | 1 | | 03/22/11 14:23 | | |
| 4500H+ pH, Electrometric | Analytical Method: SM 4500-H+B | | | | | | | |
| pH at 25 Degrees C | 8.1 | Std. Units | 0.10 | 1 | | 03/21/11 00:00 | | H6 |
| MBIO Total Coliform | Analytical Method: SM 9223 Preparation Method: SM 9223 | | | | | | | |
| Total Coliforms | Absent | | 1.0 | 1 | 03/17/11 16:43 | 03/18/11 16:43 | | |
| SM4500F-C Fluoride, Soluble | Analytical Method: SM 4500F/C | | | | | | | |
| Fluoride | 0.16 | mg/L | 0.10 | 1 | | 03/22/11 11:30 | 16984-48-8 | |
| 350.1 Ammonia | Analytical Method: EPA 350.1 | | | | | | | |
| Nitrogen, Ammonia | 0.22 | mg/L | 0.040 | 1 | | 03/23/11 11:02 | 7664-41-7 | |
| SM4500NO3-H, NO2 + NO3 pres. | Analytical Method: SM 4500-NO3 H | | | | | | | |
| Nitrogen, NO2 plus NO3 | ND | mg/L | 0.20 | 2 | | 03/21/11 12:52 | | |
| 5310C TOC | Analytical Method: SM 5310C | | | | | | | |
| Total Organic Carbon | ND | mg/L | 2.0 | 1 | | 03/22/11 00:38 | 7440-44-0 | |
| ASTM D516-90 Sulfate Water | Analytical Method: ASTM D516-02 | | | | | | | |
| Sulfate | ND | mg/L | 2.5 | 1 | | 03/24/11 10:01 | 14808-79-8 | |
| SM4500CI-E Chloride | Analytical Method: SM 4500-CI E | | | | | | | |
| Chloride | ND | mg/L | 2.0 | 1 | | 03/23/11 11:34 | 16887-00-6 | |

ANALYTICAL RESULTS

Project: East Bethel Test Well
Pace Project No.: 10152083

| Sample: Trip Blank | | Lab ID: 10152083002 | Collected: | Received: 03/17/11 15:13 | Matrix: Water | | | |
|---------------------------|---------|------------------------------|--------------|--------------------------|---------------|----------------|------------|------|
| Parameters | Results | Units | Report Limit | DF | Prepared | Analyzed | CAS No. | Qual |
| 524.2 MSV | | Analytical Method: EPA 524.2 | | | | | | |
| Benzene | ND | ug/L | 0.50 | 1 | | 03/21/11 16:19 | 71-43-2 | |
| Carbon tetrachloride | ND | ug/L | 1.0 | 1 | | 03/21/11 16:19 | 56-23-5 | |
| 1,4-Dichlorobenzene | ND | ug/L | 0.50 | 1 | | 03/21/11 16:19 | 106-46-7 | |
| 1,2-Dichloroethane | ND | ug/L | 0.50 | 1 | | 03/21/11 16:19 | 107-06-2 | |
| 1,1-Dichloroethene | ND | ug/L | 0.50 | 1 | | 03/21/11 16:19 | 75-35-4 | |
| 1,1,1-Trichloroethane | ND | ug/L | 0.50 | 1 | | 03/21/11 16:19 | 71-55-6 | |
| Trichloroethene | ND | ug/L | 0.50 | 1 | | 03/21/11 16:19 | 79-01-6 | |
| Vinyl chloride | ND | ug/L | 0.40 | 1 | | 03/21/11 16:19 | 75-01-4 | |
| 4-Bromofluorobenzene (S) | 96 % | | 70-130 | 1 | | 03/21/11 16:19 | 460-00-4 | |
| Dibromofluoromethane (S) | 108 % | | 70-130 | 1 | | 03/21/11 16:19 | 1868-53-7 | |
| Toluene-d8 (S) | 98 % | | 70-130 | 1 | | 03/21/11 16:19 | 2037-26-5 | |
| 1,2-Dichloroethane-d4 (S) | 106 % | | 70-130 | 1 | | 03/21/11 16:19 | 17060-07-0 | |

PRELIMINARY



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 9.0 B.1

Agenda Item:

Upper Rum River WMO JPA agreement

Requested Action:

Consider approving the URRWMO amended JPA agreement

Background Information:

Attached is a copy of the URRWMO amended JPA incorporating amendments approved at their 1/04/11 meeting (see attachment # 1).

The URRWMO is requesting that this amended JPA be presented to the East Bethel City for approval.

Attachment(s):

1. URRWMO 1-4-11 meeting minutes
2. URRWMO JPA Agreement
3. City Attorney recommendations

Fiscal Impact:

To be determined

Recommendation(s):

Staff recommends approval of the URRWMO and consideration of the recommendations of the City Attorney as outlined in the attachment for future URRWMO JPA amendments.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

Upper Rum River Watershed Management Organization
Meeting Minutes for January 4, 2011

Chair Todd Miller called the meeting to order at 7:06pm with the following members present Mary Ann Empson, Ed Faherty, Orval Leistico and Jared Trost. Absent were Melanie Kern, Greg Hunter and John Wangenstein. Also present was Jamie Schurbon of Anoka Conservation District (ACD).

APPROVAL OF MINUTES

Ed Faherty moved and Mary Ann Empson seconded to approve the November 9, 2010 meeting minutes as presented. All in favor, motion carried.

OLD BUSINESS

B. Bid requests for professional services update – Chair Miller reported a legal advertisement for bids ran twice in the Anoka Union; Jamie Schurbon noted that it was posted on the website also. No responses have been received. Cost billed to the City of Bethel for the ad placement was \$71.75. **Ed Faherty moved and Orval Leistico seconded to approve payment of \$71.75 to EMC Publications (rather than the City of Bethel) for the legal advertisement that ran in the Anoka Union. All in favor, motion carried.**

NEW BUSINESS

A. 2011 Work Contract with ACD – Reviewed and discussed a revised Contract for Services. Fees were edited to reflect ACD's 2011 fee schedules, however, this did not change the approved budget amount. ACD recommended adding lake level monitoring on Coopers and Minard Lakes due to dramatic water level drops in recent years. Funding for this work would come out of the Water Quality Cost Share Grant Fund; discussed lowering the 2012 contribution amount to this fund. Discussed possible topics for the annual newsletter. **Jared Trost moved and Mary Ann Empson seconded to approve the revised 2011 Contract for Services with Anoka Conservation District for \$10,907.00. All in favor, motion carried.**

OLD BUSINESS

C. Audit information sent to BWSR – An email was received from Melissa Lewis at BWSR stating the needed 2009 URRWMO info was received.

A. Joint Powers Agreement (JPA) – Discussed amending the JPA. Reviewed Ham Lake's requested change and changes proposed by East Bethel. By unanimous consensus it was decided to submit an amended 2011 JPA to all parties for review and approval. Proposed amendments are: 1) Section 2.2 second line to read “Each representative of a *party to this agreement who is current in the payment of their share of operating expenses* shall have one (1) vote.”, 2) Section 2.2 third line to read “Representatives *appointed* to the Organization...”, 3) Section 3.3 first line remove repeat wording *may contract services*, 4) Section 3.8, Subd. 3 last sentence to read “...such services *within 15 days...*”, 5) Section 3.12 B. first paragraph to be changed to read “...of the benefits to be realized, (period inserted, new paragraph) The

Organization shall...”, 6) Chair Miller will contact the insurance company to see if there is a charge to change the certificate of insurance to list each party to the Agreement as an additional insured. If there is a charge, no change will be made. If there is not a charge, Section 3.14 last paragraph to read “...of insurance listing *each party to the Agreement as an additional insured.*” Chair Miller will send a copy of the proposed 2011 Amended JPA to all board members and cities with the intent that it be approved at the March 1st meeting.

MAIL

A. LMC letter noting coverage changes.

B. Letter from Bolton & Menk, Inc. asking for comment from URRWMO regarding path installation in St. Francis. No comment from the URRWMO.

OTHER

A. Chair Miller noted the email sent to the City of Oak Grove from Jamie Schurbon providing information regarding the URRWMO and wanted to thank Jamie for giving credit to the current board members.

B. Melanie Kern submitted her resignation on 1/4/11 to the URRWMO via email.

ADJOURN

Jared Trost moved and Mary Ann Empson seconded to adjourn. All in favor, meeting adjourned at 10:00 pm.

Gail E. Gessner, Recording Secretary
Submitted via email on 1/6/11

AMENDED
JANUARY 2011

UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION
JOINT POWERS AGREEMENT

THIS AGREEMENT, made and entered into as of the date of execution by and between the Local Government Units of: City of Bethel, City of East Bethel, City of Ham Lake, City of Nowthen, City of Oak Grove, and City of St. Francis for the establishment of a watershed management organization. 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 and pursuant to Minnesota Statutes, Sections 103B.201 to 103B.255 have authority to jointly or cooperatively manage or plan for the management of surface water;

WHEREAS the parties to this Agreement desire to prepare a surface water management plan for the purpose of management and implementation of the programs required by Minnesota Statutes, Sections 103B.201 to 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 an organization to jointly and cooperatively develop a Watershed Management Plan and an Implementation Program and a Capital Improvement Program for the purposes of (a) protecting, preserving, and using natural surface and groundwater storage and retention systems in the Upper Rum 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) 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 the other benefits associated with the proper management of surface and groundwater. The plan and programs shall operate within the boundaries of the Upper Rum River Watershed as set forth in Addendum 1 attached hereto (hereinafter "Area").

SECTION II
Upper Rum River Watershed Management Organization

2.1 Establishment: There is hereby established the "Upper Rum 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 Upper Rum 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 their share of operating expenses 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 (1) 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 thirty (30) days. A vacancy on the Organization board shall be filled by ninety (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 and 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 fifteen (15) days have elapsed after the last published notice.

2.6 Additional Parties – Membership: The Organization, with the ratification of the governing bodies of all voting members of the Organization, may invite other local government units within the Upper Rum River Watershed to also become parties to this Agreement. The governing body of any such additional party shall appoint a member to the Organization who shall have voting rights in accordance with the provisions of Section 2.2 and in all respects thenceforth enjoy the full rights, duties, and obligations of this Agreement.

2.7 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.

2.8 Officers: The Organization board shall elect from its membership a chair, a vice-chair, a secretary. 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.

2.9 Duties of Officers: The duties of the officers of the Organization shall be as outlined in Robert's Rules of Order Newly Revised 10th Edition.

2.10 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.

2.11 Meetings:

- A. Annual Meeting. The annual meeting of the Organization board will be held in May of each year at Oak Grove City Hall. At the annual meeting the board, at a minimum, shall:
 1. Elect officers;
 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 regular meeting dates.
- B. Meeting Notices. Notice of all regular and special meetings shall be provided with a minimum of seventy-two (72) hours advance notice of the meeting to all parties of this agreement. Such meeting notice shall be posted on the official notification board for each party to this Agreement.
- C. Special meetings may be held at the call of the chair or by any three (3) members of the board giving not less than seventy-two (72) hours written notice of the time, place and purpose of such meeting delivered, mailed or e-mailed to the residence of each Organization member and delivered, mailed or e-mailed to the City Hall of each party to this Agreement.
- D. All meetings of the board are subject to Minnesota Statutes and the notice provisions contained therein. Posted notice, when required, shall be given separately by each party to this Agreement.

2.12 Conduct of Meetings: The Organization board shall adopt rules of order and procedure

for the conduct of its meetings in accordance with Robert's Rules of Order Newly Revised 10th Edition; the board may adopt any such rules as a majority the parties to this Agreement shall agree. Decisions by the board may not require more than a majority vote, except a decision on a capital improvement project may require no more than a two-thirds vote. All meetings of the board are subject to Minn. Stat. 13D (Minnesota Open Meeting Law).

2.13 Organization Office: The office of the Organization shall be the Oak Grove City Hall, 19900 Nightingale Street NW, Cedar, Minnesota 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 the parties, the Organization shall have authority provided for in Minnesota Statutes, Chapter 103B.211 through 103B.255 that provides for, in part:

- A. The authority to prepare, adopt, and implement a plan for the Upper Rum River Watershed meeting the requirements of Minnesota Statutes, Section 103B.231.
- B. The authority to review and approve local water management plans as provided in Minnesota Statutes, Section 103B.235C. This is subject to amendment by the legislature.

3.2 Watershed Management Plan: The Organization shall prepare a Watershed Management Plan for the Upper Rum River Watershed. The plan shall be in compliance with Minnesota Statutes, Chapter 103B.231, Subd. 4 and 6 as from time to time amended. The Chapter describes plan contents to include but not limited to the following.

- A. Describe the existing physical environment, land use and development in the Upper Rum River Watershed, and shall further describe the environment, land use and development proposed in existing local and metropolitan comprehensive plans;
- B. Present information on the hydrologic system in the Upper Rum River Watershed and its components, including any drainage systems previously constructed under Minnesota Statutes, Chapter 103E, and existing and potential problems relating thereof;
- C. State objectives and policies, including management principles, alternatives and modifications, water quality, and protection of natural characteristics;
- D. Set forth a management plan, including the hydrologic and water quality conditions that will be sought and significant opportunities for improvement;
- E. Describe the effect of the Watershed Management Plan on existing drainage systems;

- F. Describe conflicts between the Watershed Management Plan and existing plans of local government units;
- G. Set forth an Implementation Program consistent with the Watershed Management Plan, which includes a Capital Improvement Program and standards and schedules for amending the comprehensive plans and official controls of local government units in the watershed to bring about conformance with the Watershed Management Plan; 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 from parties to this Agreement, or may employ such other persons as it deems necessary. Where staff services of a party are utilized, 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 sub-committees as it deems necessary. The Organization shall establish citizen and technical advisory committees unless other means of public participation are established. See Addendum 2 attached.

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: 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 sixty (60) days of receipt of the matter referred. Failure of the Organization to act within sixty (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:

Subdivision 1 - 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. Upon Board approval, invoices shall be initialed by the chair or vice-chair for payment by the Organization office. Other legal instruments shall be executed on behalf of the Organization by the chair, vice-chair or an appointed Board member.

Subdivision 2 - Operating Funds: On or before June 1 of each year, Organization shall prepare a work plan and an operating budget for the following year. The annual budget shall budget 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, Management Programs, Management Studies costs in Section 3.12, and insurance costs as authorized in Section 3.14. Upon the approval of the majority of voting members of the Organization, 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 each party 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 shall contribute funds toward the budget according to the following methods:

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 each community member 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 the chair or vice-chair shall certify the recommended budget to each party on or before June 1 of each year together with a statement showing the amounts due from each party. Each party shall pay over to the Organization the amount owing in two equal installments, the first on or before January 1 and second on or before July 1 in accordance with the tax year for which the amount due is being paid.

Subdivision 3 - 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 Upper Rum River, but the party is not a member of the Upper Rum 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 within 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.

3.9 Annual Audits: The Organization shall annually prepare a comprehensive financial report on operations and activities for the fiscal year defined as January 1 through December 31. An annual audit shall be provided that includes a full and complete audit of all books and accounts the Organization office is charged with maintaining. Such audits 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 and to the Board of Water and Soil Resources. 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 have direct or indirect 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 shall recommend such improvement to the governing body of the unit of government which the Organization determines will be benefited thereby, with the total estimated cost of the improvement and a description of the benefits to be realized.

The Organization shall recommend such improvement to each governing body of the units of government 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 unit of government and the portion of the cost to be borne by each party benefited in accordance with the extent of the benefit of each unit of government as described by the Organization.

Each party to whom the Organization submits such recommendation shall respond within sixty (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, unless all parties to whom such recommendation is directed decline to ratify and undertake said improvement, 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 the governing body of a party or parties to this Agreement, said governing body or bodies shall submit a petition to the Organization setting forth a description of the proposed work of improvement, the benefits to be realized by said improvement, its total estimated cost and a proposed cooperative method for implementation of the improvement, if applicable. 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 may undertake a proposed work of improvement for the area, subject to Organization recommendation to and ratification by the parties to this Agreement, as required for an improvement of regional benefit.

The Organization is further authorized to undertake experimental improvement projects within the Area to serve as a basis for evaluation of other improvements by the parties. When the Organization determines to undertake an experimental improvement project, the costs of such project shall be the obligation of the Organization and not of the parties to this Agreement.

3.13 Claims: The Organization or its agents may enter upon lands within or without the Upper Rum 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 protection in the limits specified:

- A. Commercial General Liability / Professional Liability (\$500,000 per individual; \$1,500,000 per incident) including 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 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 shall be submitted 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 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.

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 a two-thirds majority vote of the governing bodies of the parties as evidenced by meeting minutes of the governing body, within ninety (90) days of referral. 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 may 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 _____ day
of _____, 2011.

CITY OF BETHEL

By: _____

Mayor

By: _____

City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day
of _____, 2011.

CITY OF EAST BETHEL

By: _____

Mayor

By: _____

City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day
of _____, 2011.

CITY OF HAM LAKE

By: _____

Mayor

By: _____

City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day
of _____, 2011.

CITY OF NOWTHEN

By: _____

Mayor

By: _____

City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day
of _____, 2011.

CITY OF OAK GROVE

By: _____

Mayor

By: _____

City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day
of _____, 2011.

CITY OF ST. FRANCIS

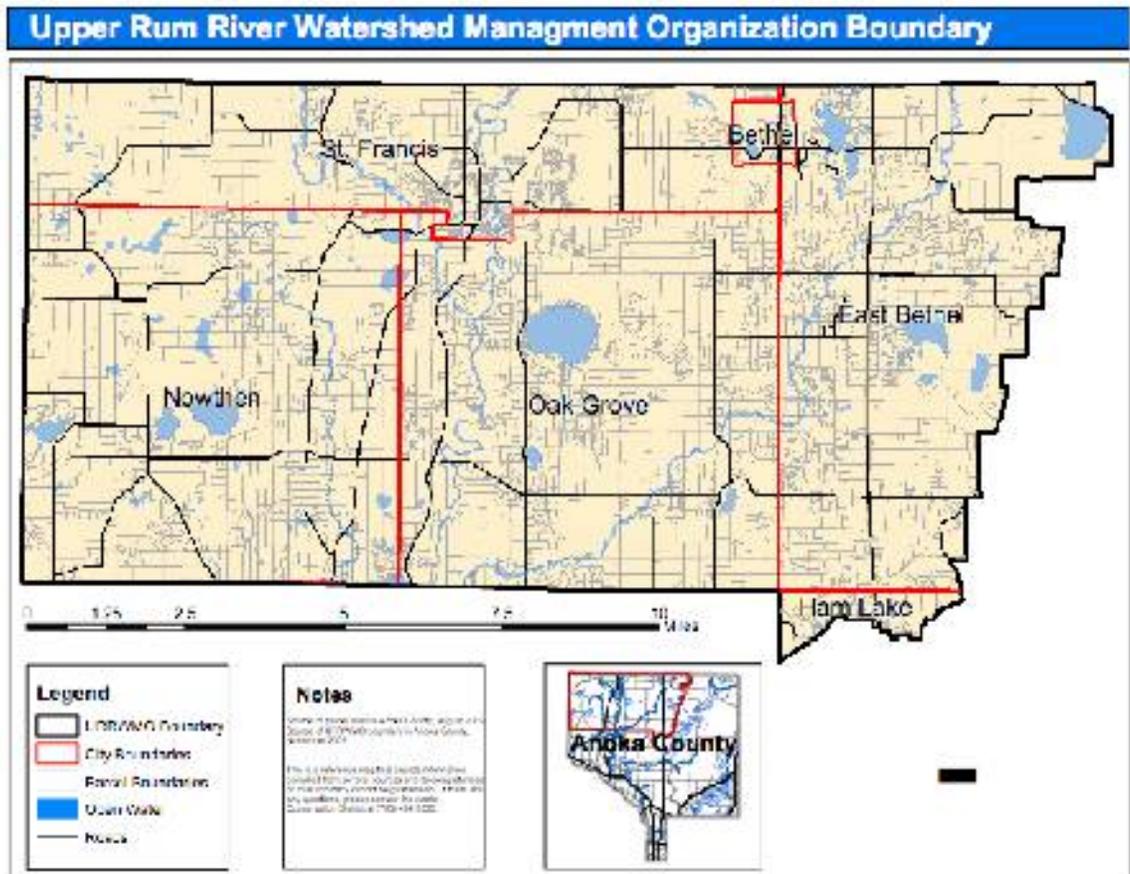
By: _____

Mayor

By: _____

City Administrator / City Clerk

Addendum 1



Addendum 2

The Organization shall establish citizen and technical advisory committees and other means of public participation.

Regular, recurring public participation opportunities shall include:

- Open mike at each Organization meeting,
- Contact information posted on the Organization website, such that the public may contact an Organization representative outside of public meetings.

Citizen and/or technical advisory committees will be formed from time-to-time as deemed appropriate by the Organization 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 and their findings shall be referred to the Organization Board for final decision-making.

Issues that may warrant formation of advisory committees include:

- 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,
- Others as deemed appropriate by the Organization Board.

Technical advisory committees shall include technical experts, and invited members may include:

- Staff and/or elected officials from affected communities,
- MN Department of Natural Resources,
- MN Pollution Control Agency,
- MN Board of Water and Soil Resources,
- Metropolitan Council,
- Anoka Conservation District,
- Others, as deemed appropriate by the Organization Board.

Citizen advisory committees shall include residents and elected officials from the affected area, and invited members may include:

- Homeowners,
- Business owners
- Lake association or lake improvement district representatives,
- Others, as deemed appropriate by the Organization Board.

All advisory committees shall include at least one URRWMO Board member.

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April 13, 2011

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Mr. Jack Davis
Interim City Administrator
2241 - 221st Avenue NE
East Bethel, MN 55011

www.eckbergglammers.com

Re: *Upper Rum River Watershed Management Organization Joint Powers Agreement*
Our File No.: 23746-21016

Dear Mr. Davis:

At your direction and that of the City Council, I have reviewed the Upper Rum River WMO Joint Powers Agreement. I have also had the opportunity to review as background reference material, their 2011 and 2012 budgets. Although the Watershed Management Amended Agreement follows a expected template for JPA Watershed Management Organizations, I do note several matters that may be of interest to the Council and to the City in terms of their participation and future selection of representatives in this organization, those comments are as follows:

1. Insurance. As this is a Joint Powers organization, your standard insurance policy issued through the League of Minnesota Cities and Insurance Trust does not provide coverage for your participation in this organization. I would suggest that you would contact the League of Minnesota Cities Insurance Trust and secure a quote for coverage relative to the City's participation in this organization or at least get their input into coverage issues. That is not to say that the City will be insuring the WMO as much as it is the City's participation in the WMO; both its representatives and the City itself may have some potential risk or collateral liability that an insurance policy securing your coverage would be beneficial for the City.
2. Voting. I note that under paragraph 2.2, each party to the WMO has one (1) vote. Majority vote determines not only the annual budget of the Organization, but majority vote also determines the individual projects that the Organization would agree from time-to-time to engage on.
3. Operational Budget. Relative to the operational budget of the Organization, the annual budget requires ratification by each member of the Agreement, which under its terms (please reference paragraph 3.8 subdivision 2), would require unanimous approval of

each of the entire membership. However, the provision goes on to provide that a fail-safe procedure is provided for Section 3.6, which in essence provides a 60-day rule for the member organizations to respond and deny, otherwise an approval is implied in their silence. Consequently, the City needs to be vigilant with regard to operational budgetary issues submitted by the WMO to it, to make sure that it takes action on those budgets within the 60 days provided, or they shall be deemed to have approved it.

4. Work Plan Projects. Relative to work projects, the Agreement in paragraph 3.8 subdivision 2, provides for an allocation of costs on various work plan issues, which is established by way of formula, essentially using area and valuation as the major components of the percentage share allocation of a work plan project. It is not uncommon that Watershed Management Organizations utilize formulas of some imputed rationale to allocate these types of costs and significant planning expense, and certainly area and valuation of the membership in a WMO are common factors to be considered. The City may have history with regard to the actual allocation of costs under this provision and the city finance department would be in the best position to assess the value for merit of that particular formula.
5. Capital Improvement Projects. Paragraph 2.12 references within the Amended Agreement that a decision of the Board “may not require more than a majority vote except a decision on a capital improvement project may require no more than a 2/3 vote.” I did inquire whether or not the WMO has Bylaws or Articles of Incorporation that would otherwise spell out the requirement for a super majority vote with regard to capital improvement projects and was informed that there are no Bylaws or Articles of Incorporation, hence the language within the JPA, is permissive, but has not been established definitively by a corporate directive, either within a Bylaw or Article of Incorporation of the JPA that would implement or require a super majority vote with regard to capital improvements, hence, capital improvements at the present time proceed by simple majority. The City may wish to consider requesting and/or requiring that either the WMO JPA Amended Agreement, or a Bylaw be adopted by the Organization that will require a super majority vote with regard to capital improvement projects, as all of those costs typically in WMO’s are passed back to the membership in one form or another to be paid from general revenues as opposed to assessments and may have significant budgetary implications depending upon the size and scope of any capital improvement projects.
6. Works of Improvement. I note that in Paragraph 3.12 regarding works of improvement provide for those types of projects proceeding either by way of petition or recommendation of the Organization. As to works of improvement initiated by the Organization, the provisions have again implemented a 60-day rule for response by the member government units when the Organization has proposed the improvement. Although that particular improvement does not refer back to paragraph 3.6, it seems that

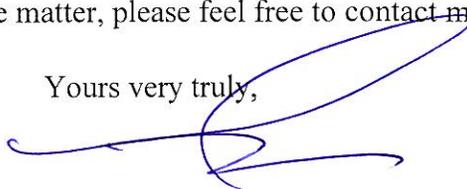
the implication of the draft language as provided mandates a response within 60-days and the existence of paragraph 3.6 within the Agreement lends itself to an argument in the event of a dispute that failure to respond acts as affirmation. Consequently, either that section should be clarified to require an affirmation in writing from the affected governmental units, or otherwise clarify that non-response acts as a “no” or declining vote on the project.

7. Indemnification /Insurance. Paragraph 3.14 provides for indemnification/ insurance and is generally acceptable. I would suggest however that the paragraph be considered to be amended to automatically increase insurance coverage to the extent provided by Minn. Stat. § 466.04, so that the agency is automatically authorized to purchase additional insurance established for municipal governments under the state tort liability cap. In that manner there will not be any gap in coverage in the event the statute is amended so as to increase those types of coverages. I do also note that within the existing insurance requirements, although they provide for the general liability cap of \$1.5 million, they do not provide for any automobile or worker’s compensation coverage. The automobile and worker’s compensation coverage should be made mandatory in the event that the WMO engages activities which can lend themselves to automobile risk and injury and/or engages employees or principals within the Organization that lends itself to worker’s compensation liability; so again those coverages should be provided in the event that those conditions exist, and there will be no gap in coverage.

Other than these comments, I find the Agreement to be generally acceptable and within the parameters of what I have come to expect for these types of agreements dealing with WMO’s.

Naturally, if you have any questions in the matter, please feel free to contact me directly.

Yours very truly,



Mark J. Vierling

MJV/ndf



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 9.0 B.2

Agenda Item:

Sunrise River WMO JPA agreement

Requested Action:

Consider approving the Sunrise River amended JPA agreement

Background Information:

The Sunrise River Watershed Management Organization (SRWMO) Board is recommending a minor change to their Joint Powers Agreement. Each SRWMO community is asked to consider the revision at their next City Council or Township Board meeting. This revision will take effect once approved by all SRWMO communities.

The revision changes the timing of payments by member communities to the SRWMO. The purpose is to reduce administrative burdens at the cities and township. Presently, the City of East Bethel houses SRWMO finances and invoices other member communities each time there is a SRWMO expense (or group of expenses). While there are relatively few expenditures, this does lead to repeated invoicing and payouts throughout the year. In 2008-2010 there were 4-5 invoices per year. The SRWMO Board feels it would be more efficient to have just two invoices per year – January 15 and July 15. These dates follow the dates when the communities receive their tax revenue. Rita Pierce, our East Bethel Finance and Support Services Director favorably reviewed this approach. This change would take effect for the next fiscal year -2012.

The proposed revision is:

Section 3.8, subsection B (page 7)

...After ratification by the organization, the Organization Secretary Chair or Vice Chair shall certify the showing the budgeted amounts applicable to each party. Each party shall pay over to the Organization the amount owing in two (2) equal installments, the first on or before January 15 and the second on or before July 15 in accordance with the tax year for which the amount due is being paid.

Reasons that this change is being recommended:

- To improve administrative efficiency. As described above, this will generally reduce by half the number of times invoices are sent and payment checks must be written. It will also reduce the complexity of the SRWMO’s financial records, making it easier for staff, councils, and the public to interpret them.
- To be consistent with the Upper Rum River WMO. The proposed changes are consistent with the URRWMO Joint Powers Agreement. Given that Ham Lake and East Bethel are in both the SRWMO and URRWMO, administrative consistency is desirable.

Attachment(s):

Attachment # 1 Amended Sunrise River WMO JPA

Fiscal Impact:

None at this time

Recommendation(s):

Staff recommends approval of the revised Sunrise WMO JPA per recommendations of the City Attorney

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

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 221st 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 221st 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 1st 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~~ Chair or Vice Chair 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 in two (2) equal installments, the first on or before January 15 and the second on or before July 15 in accordance with the tax year for which the amount due is being paid. ~~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 30th 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 OF, the parties hereto have executed this Agreement as of the ____ day of _____, 2011.

CITY OF COLUMBUS

By: _____
Mayor

Dated: _____

By: _____
City Administrator

IN WITNESS OF, the parties hereto have executed this Agreement as of the ____ day of _____, 2011.

CITY OF EAST BETHEL

By: _____
Mayor

Dated: _____

By: _____
City Administrator

IN WITNESS OF, the parties hereto have executed this Agreement as of the ____ day of _____, 2011.

CITY OF HAM LAKE

By: _____
Mayor

Dated: _____

By: _____
City Administrator

IN WITNESS OF, the parties hereto have executed this Agreement as of the ____ day of _____, 2011.

LINWOOD TOWNSHIP

By: _____
Board Chair

Dated: _____

By: _____
Township Clerk

SRWMO JPA Appendix 1

SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION
LEGAL DESCRIPTION OF SUBJECT PROPERTY

All of Linwood Township, Anoka County.

That part of East Bethel Township, Anoka County lying Easterly of the following described line:

Beginning on the Anoka and Isanti County Line at the Northwest corner of East Half of East Half of Section 25, Township 34 North, Range 23 West, Anoka County, Minnesota; thence South along the West line of East Half of East Half of Section 25 and East Half of East Half of Section 36 to the Southeast corner of Northwest Quarter of Northeast Quarter of Section 36; thence Southwesterly in a straight line to the intersection of Durant Street and 231st Lane NE on the East line of Section 35, Township 34 North, Range 23 West, thence South along Durant Street to 229^h Avenue at the Northeast corner of Section 2, Township 33 North, Range 23 West; thence West along 229^h Avenue and North line of Section 2 to East Bethel Boulevard at the Northwest corner of Section 2; thence Southerly along East Bethel Boulevard to 221st Avenue and the North line of Section 11, Township 33 North Range 23 West; thence in a straight line to East Bethel Boulevard at the Northwest corner of the Southwest Quarter of Section 11; thence Southerly along East Bethel Boulevard to the center of Section 22, Township 33 North Range 23 West; thence in a straight line to the Northwest corner of the Southeast quarter of the Southwest Quarter of Section 22. Thence South along the West line of East Half of Southwest Quarter of Section 22 and the East Half of Northwest Quarter of Section 27 to the Southwest corner of East Half of Northwest Quarter Section 27;

Thence West along the North line of Southwest Quarter Section 27 to the West line of Section 27; thence South along the West line of Sections 27 and 34 to the Northeast corner of the Southeast Quarter of Section 33, Township 33 North, Range 23 West:

Thence West along the North line of the Southeast Quarter of Section 33 to the centerline of County Road No. 68 (Greenbrook Drive); thence Southerly along the centerline of County Road No. 68 to the South line of Section 33, which is also the South line of East Bethel, and the North line of Ham Lake; and there terminating.

That part of Columbus Township, Anoka County lying Northerly of the following described line:

Beginning at the West line of Section 6, Township 32 North, Range 22 West, at the Northwest corner of the South Half of Section 6, which is the Northerly line of Coon Creek Watershed District; thence Easterly along the Northerly line of the South Half of Section 6 to the Southwest corner of East Half of Northeast Quarter of Section 6; thence North along the West line of East Half of Northeast Quarter to the Northwest

corner of the East Half of Northeast Quarter; thence East along the North line of Section 6 to the Southwest corner of Section 32, Township 33 North, Range 22 West;

Thence North along the West line of Section 32 to the Northwest corner of the South Half of the South Half of Section 32, thence Easterly along the North line of South Half of South Half to the East line of Section 32; thence Southerly along the Easterly line of Section 32 and Section 5, Township 32 North, Range 22 West, to the Southwest corner of Northwest Quarter of Section 4; thence Easterly along the South line of the Northwest Quarter to Northwest corner of East Half of Southwest Quarter; thence Southerly along the West line of East Half of Southwest Quarter to South line of Section 4; thence Easterly along the South line of Section 4 to the Northeast corner of Northwest Quarter of Section 9;

Thence Southerly along the East line of Northwest Quarter to Northeast corner of Southwest Quarter, of Section 9; thence, departing from the boundary of Coon Creek Watershed District to follow the Northerly line of Rice Creek Watershed District, Southerly on the East line of the Southwest Quarter to the Southeast corner of the Northeast Quarter of the Southwest Quarter; thence Easterly on the North line of the South Half of the Southeast Quarter to the Northeast corner of the South Half of the Southeast Quarter of Section 9; thence Northerly on the West line of Section 10 to the Northwest corner of the South Half of the Northwest Quarter of Section 10;

Thence Easterly on the North line of the South Half of the North Half of Section 10 and South Half of the Northwest Quarter of Section 11 to the Northeast corner of the South Half of the Northwest Quarter of Section 11; thence Northerly on the West line of the East Halves of Sections 11 and 2 to the Northwest corner of South Half of Southeast Quarter of Section 2; thence Easterly on the South line of North half of Southeast Quarter of Section 2 to a point of intersection with the Southerly extension of the East line of Lot 1, Block 2, (Hansen Farms); thence North on said line to the Northeast corner of Lot 1, Block 2, (Hansen Farms); thence Northeasterly to the Southeast corner of Lot 8, Block 1, (Hansen Fan's); thence North along the East line of Lot 8, Block 1, (Hansen Farms) to the Northeast corner of Lot 8, Block 1, (Hansen Farms) at the North line of South Half of Section 2; thence Easterly on the North line of the South Halves of Section 2 and 1 to the Northeast corner of the Southwest Quarter of Section 1; thence Southerly on the East line of the Southwest Quarter to the Southeast corner of the Southwest Quarter; thence Easterly on the North line of Section 12 to the Northeast corner of the West Half of the Northeast Quarter of Section 12;

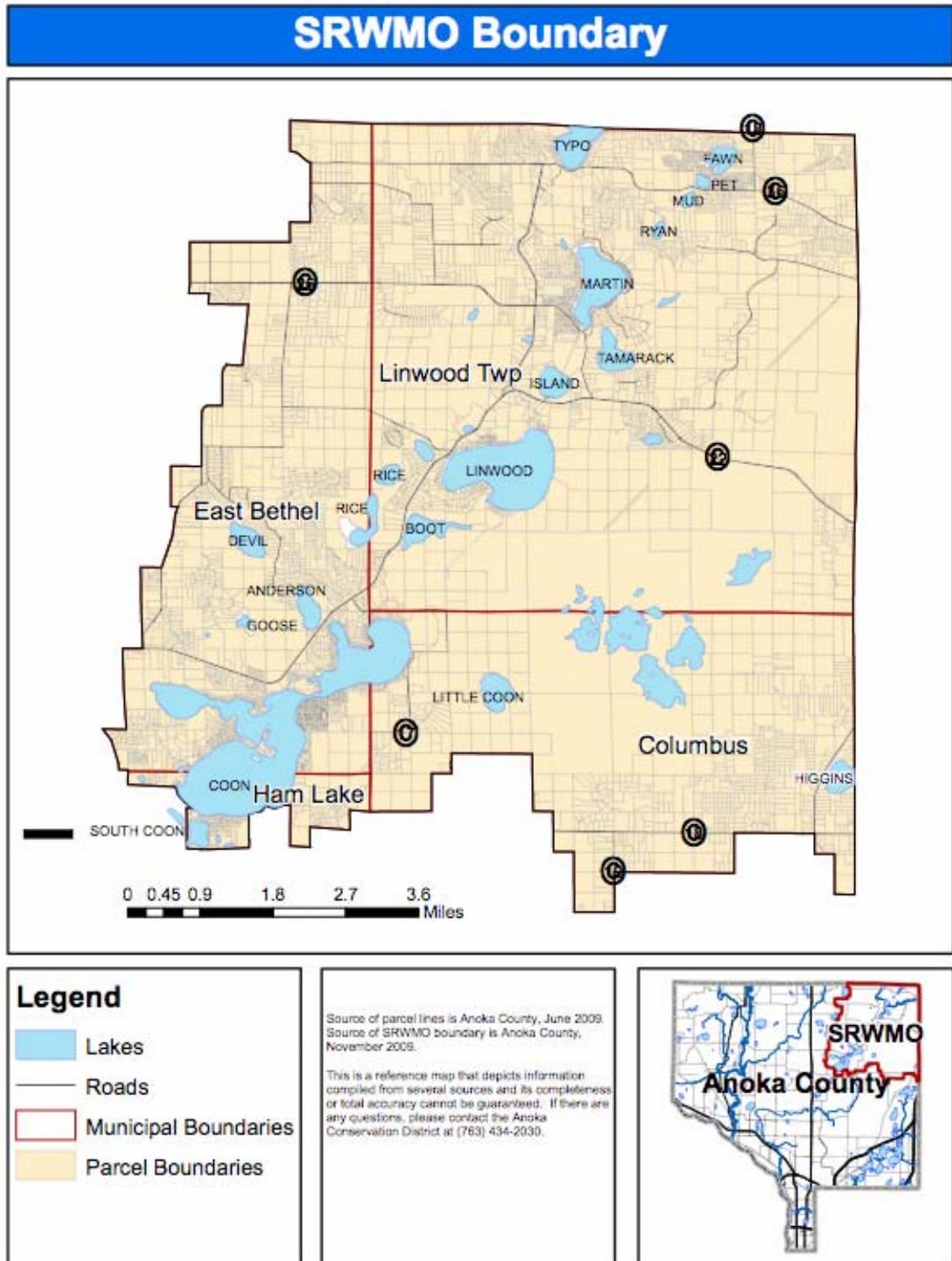
Thence Southerly on the East line of the West Half of the Northeast Quarter to the Southeast corner of the West Half of the Northeast Quarter; thence Easterly on the North line of the Southeast Quarter to the Northeast corner of the Southeast Quarter; this point being on the East boundary of Columbus Township, and the East boundary of Anoka County; and there terminating.

That part of Ham Lake, Anoka County described as follows:

Government Lot 1 and Government Lot 2 Section 1, the Northeast Quarter of Section 1, the Northwest Quarter of the Southeast Quarter of Section 1, the Southeast Quarter of the Northwest Quarter of Section 1, the North Half of the Southwest Quarter of Section 1, the Southwest Quarter of the Southwest Quarter of Section 1 and that part of Government Lot 1 of Section 2 lying North of the Southeast Quarter, Government Lot 3 and Government Lot 4, Section 2 and Government Lot one and Government Lot 3 in Section 3, the Southeast Quarter of the Southeast Quarter of Section 3, that part of Government Lot 2 in Section 3 lying East of the West Half of the Northeast Quarter, all in Township 32 North, Range 23 West.

That part of Forest Lake Township, Washington County lying Westerly of the following described line:

The center line of Elmcrest Ave N within the Northeast Quarter of Section 6, Township 32 North, Range 21 West.





City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 9.0 E.1

Agenda Item:

Code Enforcement Report

Requested Action:

Informational Only

Background Information:

Attached is a copy of the monthly report of code enforcement activities for properties posted as Unfit or Hazardous. The report provides a snapshot of the activity and status of various properties.

Attachments:

Code Enforcement Report

Fiscal Impact:

None

Recommendation(s):

Information Only

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: X

POSTED UNFIT/HAZARDOUS PROPERTIES

04/20/2011

| ADDRESS | ACTION INITIATED | LAST ACTION | STATUS | COMMENTS |
|----------------------------|---|--|--------------------|--|
| 22906 Jackson St. | 3/19/08 Posted unfit | 8/8/10 Property sold | Tracking(2/18/11) | On 8/08/10 new owner contacted Building Official and stated that she has closed on the property, currently addressing issues with oak wilt and hopes to start constructing new principle structure within the next couple of months. |
| 204 Dahlia Dr. NE | 11/6/08 Posted unfit | 4/26/10 Court ordered abatement. | Tracking(08/10/10) | Owner has construction debris still stored on site working to remove. (progress slow) |
| Castle Towers Trailer Park | 6/7/10 posted lot #106 , #149 and #122 as Hazardous/Unfit | 6/8/10 Compliance letters for hazardous structures | Tracking (2/18/11) | Owners obtained demolition permits on 10/08/10 to remove the structures located on lots #149, #106 and #122. As of 12/17/10 the structures have been removed from lots #149 and #106. |
| 22568 Sandy Dr. | 12/10/08 Hazardous/Unfit Structures | 8/26/10 Demolition permit issued | Tracking (2/18/11) | Structures are down, owner conducting site clean-up. |

| | | | | |
|----------------------------|--|--|-------------------|---|
| 191 Elm Rd. Garage | Posted structure (Garage) as unfit for human habitation on 9/22/09 | | Tracking | Owner was ordered not to reside in the garage and given 14 days to clean out the interior. Currently tracking. Have asked Anoka Co. Sheriff to cite individuals with trespass if staying on the property. |
| 330 Dogwood Rd. | 12/1/09 Primary residence unfit to occupy, public health issue, | Letter sent to owner on 12/02/09 | Tracking | Building department is watching the property; it is believed that the structure is occupied. Prior agreement with property owner was that structure shall not be occupied until permits for plumbing and sewer has been issued, inspections approved and finalized. |
| 1203 189 th Ave | 10/08/10 Principle structure posted as Hazardous Building | 10/08/10 Hazardous building/property letter sent to owner. | Tracking(6/1/11) | Posted structure as hazardous building and property is considered a public nuisance. Property owner contacted building official on 12/16/10 and requested an extension. Extension has been granted till June 01, 2011. |
| 1927 Jenkins St. NE. | 12/01/10 Principle structure posted as unfit | 01/10/11 Final notice sent | Tracking(2/17/11) | Follow up site inspection on 2/17/11 revealed windows that had been compromised have been secured. |

| | | | | |
|----------------------|--|--|-------------------|--|
| 18211 Jackson St. NE | 03/09/11 Principle structure posted as unfit/hazardous building | 03/09/11 Hazardous building orders sent to owner and mortgage co. | Tracking (3/9/11) | On 3/7/11 Anoka Co. drug task force seized the property and deemed it to be a clandestine lab. City fire dept. responded and ventilated the structure. Building official currently working with Anoka county Environmental Services to ensure assessments and remediation comply with state statutes, county and local ordinances. |
|----------------------|--|--|-------------------|--|



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 9.0 F.1

Agenda Item:

Fire Department Reports

Requested Action:

Informational only

Background Information:

March Reports are included for your review.

To aid in your understanding, staff has included as Attachment #1 and #2 the Incident Type Codes and Station Codes as they appear on the reports.

Fiscal Impact:

None

Recommendation(s):

Informational only.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

INCIDENT TYPE CODES

- 100 Fire
- 200 Overpressure Rupture, Explosion, Overheat (No Ensuing Fire)
- 300 Rescue and Emergency Medical Service (EMS) Incidents
- 400 Hazardous Condition (No Fire)
- 500 Service Call
- 600 Good Intent Call
- 700 False Alarm and False Call
- 800 Severe Weather and Natural Disaster
- 900 Special Incident Type

EAST BETHEL > View Station Info

I want to:

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 1 2 3 4 5 6 7 8 9 All

Search (Station Name):

| Station Number | Station Name | Address | City | State | Zip | Phone | Status |
|--|--------------------------------|----------------------|-------------|-------|-------|--------------|--------|
|  40 | Day All Stations (Weekdays) | 2751 Viking Blvd | East Bethel | MN | 55011 | | Active |
|  99 | Duty Officer | 2751 Viking Blvd. | East Bethel | MN | 55011 | 763-367-7885 | Active |
|  88 | Night and Weekend All Stations | 2751 Viking Blvd. | East Bethel | MN | 55011 | 763-367-7885 | Active |
|  11 | Station 1 (Weekends) | 2751 Viking Blvd | East Bethel | MN | 55011 | | Active |
|  12 | Station 1 (Night) | 2751 Viking Blvd | East Bethel | MN | 55011 | | Active |
|  21 | Station 2 (Weekends) | 2375 221st Avenue NE | East Bethel | MN | 55011 | | Active |
|  22 | Station 2 (Night) | 2735 221st Avenue NE | East Bethel | MN | 55011 | | Active |

Records 1-7 of 7

Goto Page: 1



Fire Incident By Street Address
 From 03/01/11 To 03/31/11
 Report Printed On: 04/13/2011

| Incident Number | Incident Date | Alarm Time | Location | Primary Station | Incident Type |
|--------------------|---------------|------------|--------------------------|-----------------|--|
| EAST BETHEL | | | | | |
| 120 | 03/31/2011 | 20:11 | 19531 E tri oak cir | 12 | 542 Animal rescue |
| 119 | 03/31/2011 | 14:42 | 1310 233rd AVE NE | 40 | 321 EMS call, excluding vehicle accident with injury |
| 118 | 03/31/2011 | 12:47 | 344 Elm RD NE | 99 | 551 Assist police or other governmental agency |
| 117 | 03/29/2011 | 14:08 | 1314 226 AVE NE | 40 | 321 EMS call, excluding vehicle accident with injury |
| 116 | 03/28/2011 | 15:37 | 1052 189th AVE NE | 99 | 631 Authorized controlled burning |
| 115 | 03/27/2011 | 21:11 | 18164 65 HWY N | 12 | 412 Gas leak (natural gas or LPG) |
| 114 | 03/27/2011 | 19:53 | 18164 65 HWY NE | 99 | 424 Carbon monoxide incident |
| 113 | 03/27/2011 | 05:58 | 24180 London ST NE | 21 | 321 EMS call, excluding vehicle accident with injury |
| 112 | 03/26/2011 | 21:06 | Viking BLVD NE | 11 | 322 Motor vehicle accident with injuries |
| 111 | 03/26/2011 | 20:40 | 23346 7th ST NE | 21 | 321 EMS call, excluding vehicle accident with injury |
| 110 | 03/26/2011 | 02:57 | 24355 65 HWY NE | 88 | 611 Dispatched and cancelled en route |
| 109 | 03/23/2011 | 20:55 | 3714 197th AVE | 22 | 321 EMS call, excluding vehicle accident with injury |
| 108 | 03/22/2011 | 19:55 | 22421 Xylite ST NE | 22 | 611 Dispatched and cancelled en route |
| 107 | 03/19/2011 | 22:15 | 18748 Breezy Point DR NE | 11 | 321 EMS call, excluding vehicle accident with injury |
| 106 | 03/19/2011 | 15:42 | 2131 Briarwood LN NE | 11 | 321 EMS call, excluding vehicle accident with injury |
| 105 | 03/19/2011 | 04:41 | 65 HWY NE | 12 | 321 EMS call, excluding vehicle accident with injury |
| 104 | 03/18/2011 | 17:46 | 22411 Washington ST | 99 | 611 Dispatched and cancelled en route |
| 103 | 03/17/2011 | 20:17 | 23919 65 HWY NE | 99 | 611 Dispatched and cancelled en route |
| 102 | 03/17/2011 | 06:12 | 3834 219th LN NE | 40 | 321 EMS call, excluding vehicle accident with injury |
| 101 | 03/17/2011 | 05:39 | 65 HWY | 40 | 322 Motor vehicle accident with injuries |
| 100 | 03/15/2011 | 10:37 | 18164 65 HWY NE | 40 | 321 EMS call, excluding vehicle accident with injury |
| 099 | 03/15/2011 | 09:37 | 18164 65 HWY NE | 40 | 321 EMS call, excluding vehicle accident with injury |
| 098 | 03/15/2011 | 02:34 | 18164 65 HWY NE | 12 | 321 EMS call, excluding vehicle accident with injury |
| 096 | 03/14/2011 | 10:26 | 1657 214th AVE NE | 40 | 500 Service Call, other |
| 097 | 03/14/2011 | 05:24 | 2702 182nd LN NE | 99 | 412 Gas leak (natural gas or LPG) |
| 095 | 03/12/2011 | 07:23 | 65 HWY | 21 | 611 Dispatched and cancelled en route |
| 094 | 03/11/2011 | 11:51 | 1836 209th CT NE | 40 | 321 EMS call, excluding vehicle accident with injury |
| 093 | 03/11/2011 | 11:09 | 1314 226 AVE NE | 40 | 321 EMS call, excluding vehicle accident with injury |
| 092 | 03/10/2011 | 18:24 | 323 Dogwood RD NE | 12 | 321 EMS call, excluding vehicle accident with injury |
| 091 | 03/10/2011 | 05:07 | 312 Laurel RD NE | 40 | 321 EMS call, excluding vehicle accident with injury |
| 090 | 03/09/2011 | 09:27 | 18164 65 HWY NE | 40 | 321 EMS call, excluding vehicle accident with injury |
| 089 | 03/08/2011 | 08:28 | 18560 Ulysses ST NE | 40 | 321 EMS call, excluding vehicle accident with injury |
| 088 | 03/07/2011 | 22:00 | 18211 Jackson ST NE | 99 | 551 Assist police or other governmental agency |
| 087 | 03/07/2011 | 08:28 | 65 HWY NE | 40 | 322 Motor vehicle accident with injuries |
| 086 | 03/06/2011 | 07:34 | 20176 Frazer ST NE | 21 | 321 EMS call, excluding vehicle accident with injury |
| 085 | 03/05/2011 | 08:41 | 18164 65 HWY NE | 11 | 321 EMS call, excluding vehicle accident with injury |
| 084 | 03/05/2011 | 00:31 | 18407 65 HWY NE | 11 | 321 EMS call, excluding vehicle accident with injury |
| 083 | 03/04/2011 | 14:58 | 3530 Viking BLVD NE | 40 | 611 Dispatched and cancelled en route |
| 082 | 03/02/2011 | 11:40 | 19617 Stutz ST NE | 40 | 651 Smoke scare, odor of smoke |
| 081 | 03/01/2011 | 08:27 | 3841 Edmar LN NE | 40 | 321 EMS call, excluding vehicle accident with injury |
| Total | | | | | 40 |

| | |
|-------------------------|-------------------------------|
| Search Criteria | |
| Dates | From 03/01/2011 To 03/31/2011 |
| Service | EAST BETHEL |
| Incident Address | All |
| Staff | All |
| Apparatus | All |
| Station | All |
| Alarm Type | All |
| Zone/District | All |



[Report Description](#)

City of East Bethel

Subject: Fire Inspector Report

March 1 – 31, 2011

| City of East Bethel Fire Inspection List | | |
|--|-------------------|--|
| Name | Address | Comments |
| Another Mans Treasure | 18803 Hwy 65 | Fire extinguisher and exit lights |
| Clear Vision Satellite | 18553 Hwy 65 | Fire extinguisher, Electrical panel and junction box |
| Saarela Insurance | 1535 Viking Blvd | NO VIOLATIONS |
| 5K Auto Sales | 18355 Hwy 65 | Fire extinguisher |
| Central Wood Products | 19802 Hwy 65 | Emergency lighting |
| East Bethel Auto Body | 2817 Viking Blvd | Exit signs, Elec. Covers, and General clean up |
| Oakridge Auto Body | 23428 Hwy 65 | NO VIOLATIONS |
| R.L. Automotive Inc. | 1835 Viking Blvd | NO VIOLATIONS |
| Central Truck | 23038 Hwy 65 | NO VIOLATIONS |
| Builders By Design | 1815 Viking Blvd. | NO VIOLATIONS |
| | | |
| | | |
| NOTE: First Inspections Unless Noted | | |

10 Businesses Inspected

Reported by Mark Duchene
Fire Inspectors

East Bethel Fire Department

Monthly Staff Meeting

April 4, 2011

Call to Order:

Chief DuCharme called the meeting to order at 7:00 p.m. There were 32 Fire Fighters (including the day staff).

Meeting minutes from the January 10, 2010 were posted previously.

District Chief Dan Berry is assigned to take minutes of the Staff Meetings.

Department Items:

New First Report of Injury Books:

New books have been put in each station with forms. Should an injury happen, you need to fill out the forms and the Officer needs to fill out the supervisor report. Exposure reports will be added when they are available.

Regional Meetings:

The St. Croix Valley Meeting is scheduled for Thursday, April 14 at 7:00 p.m. and will be located in Linwood. Chief DuCharme welcomed all firefighters to attend.

Anoka County Fire Protection Council is scheduled on April 28, 7 pm at Anoka-Champlin.

The North Suburban Mutual Aid Association will meet Tuesday, April 26th at Maple Grove.

Firefighter II and EMT-B:

Fire Fighters continue in Fire Fighter II with testing on April 6th. EMT testing is underway and the class has finished.

Chief's Report:

Payroll needs to be signed and completed this week, do not leave until you have signed your payroll. Pay day is April 15, 2011.

Personal Cell Phone Usage:

Chief DuCharme once again reminded all firefighters that the only cell phones or cameras to be used on emergency scenes will be the fire department owned property.

Upcoming Events:

The schedule for this month is:

| | |
|------------|---------------------------------------|
| April 4th | Staff meeting and Payroll Signing |
| April 5th | Explorers |
| April 6th | FF II Testing Oak Grove |
| April 11th | Training Agility Testing |
| April 14th | St. Croix Valley Linwood |
| April 15th | Medical Forms Due |
| April 18th | Maintenance Night |
| April 19th | Explorers |
| April 25th | Officer Meeting Medical Training |
| April 26th | North Suburban Maple Grove |
| April 27th | Town Hall Meeting |
| April 28th | Anoka County Fire Prevention Anoka |

The schedule for May is:

| | |
|----------|--|
| May 2nd | In – Station Training Payroll Signing |
| May 3rd | Explorers |
| May 9th | Training Chain Saw Safety |
| May 16th | Maintenance Night |
| May 17th | Explorers |
| May 19th | Advanced Pumping |
| May 23rd | Officer Meeting |
| May 30th | Memorial Day |

Maintenance nights: Firefighters need to contact Ron Stanley within 24 hours of missing a maintenance night to receive assignment. Make-up assignments must be completed within 10 days.

Anniversaries:

| | | |
|----------------|----------|----------------|
| Paul Bermudez | 8 years | February, 2011 |
| Jason Novak | 9 years | February, 2011 |
| Rodney Sanow | 11 years | February, 2011 |
| Ardie Anderson | 29 years | March, 2011 |
| Jeremy Wall | 4 years | April, 2011 |
| Dan Meinen | 4 years | April, 2011 |
| Doug Doebbert | 12 years | April, 2011 |
| Eric Anderson | 4 years | April, 2011 |

Congratulations, we are proud to have you as one of our team!

Licenses for Firefighters:

Chief DuCharme discussed that it is now required for a full-time or career firefighter to be licensed in the State of Minnesota. He explained that this is not mandatory for volunteer firefighters but it is an option on an individual basis. It is a fee of \$75 that can be paid by the firefighter to have the current license for the three year term. This is open to current firefighters until June 30, 2011. After this date, it may be required to attend more training or classes to meet stricter requirements. If any firefighters are interested, please contact Chief DuCharme for details. The Training Board is reviewing the application process now.

Reminders and Updates:

Janet Haapoja has left employment with the City. We thank her for the service she provided to the Fire Department.

Contact the Fire Chief, in advance, if you cannot attend a meeting.

Always check the on line calendar for the current schedule

East Bethel Recycle Day is April 16th

Coon Lake Beach Clean Up is April 30th

Recruitment night was held at the Coon Lake Beach Community Center and 7 interested individuals. We plan on having interviews the week of April 18th.

Medical reimbursement forms are due on April 15th. This for reimbursement for the period of January 1 to March 31.

Utility 11 is out for bids. So far only General and Kirvida have asked for documents.

We are looking into the possibility of bidding Engine 21 and 31 together as a cost saving method.

Make sure you fill out completely and file your EMSRB disclosure form. Some of us have multiple accounts with the EMSRB and it is causing trouble in accurate certificates.

Chief DuCharme reminded all firefighters of the new Public Education Policy that was put in affect as of January 2011. This new policy would require firefighters to participate in a minimum of 8 hours of fire prevention per year of service. He gave the following examples as options to the firefighters to full-fill their obligations:

| | | |
|----------------------------|--------------------|----------------------|
| Preventions in the Schools | Town Hall Meetings | Open House |
| Station Tours | Parades | Booster Days |
| Recruitment Nights | National Night Out | Explorers - Teaching |

Explorers (Tammy Gimpl):

This month's topic is hose lays. This qualifies for your required time for Public Education.

Chief 2 – Ardie Anderson

John Tonding from Anoka County Radio Dispatch has retired. Linda is the new Manager of the unit.

Chief 4 – Dan Berry

Chief Berry discussed Scout Pack 387 that the Fire Department sponsors. They have over 50 kids and would like more participation from the Fire Department. There is a Leaders' meeting that Chief Berry will attend and report back on. Booster Days planning is moving forward with meetings being held. Chief Berry will be the point person of Booster Days and Fire Department.

Inspector Report:

Inspector Duchene reported that 10 businesses were inspected in the month of March.

Training:

Paul Bermudez will take over as Training Officer. Dan Meinen will assist Paul when needed. Coming up is the state school being offered in Brainerd. Any Training Certificates need to go to Paul. He will be updating the training files and needs any and all certificates that are not on file now.

In May, there will be special School Bus extrication and rescue training

Other:

Captain Mark Prachar reviewed the City and Fire Department Web Site

Adjournment – The meeting was adjourned at 8:50 p.m.



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 9.0 G.1

Agenda Item:

US Cable PEG Fee Request

Requested Action:

Consider amending the PEG fee section of the US Cable Franchise Agreement

Background Information:

US Cable notified the City of East Bethel on Thursday, March 10, 2011 that per the cable franchise agreement with the City that PEG fees had not been billed for the period of March 1, 2008 through March 1, 2011. US Cable, through an accounting oversight, has never implemented these charges. The PEG fees as shown in the attachment are to be used solely to fund the cable access channel. Based on cable subscriptions for this term, \$12,828.20 in PEG fees have not been collected by US Cable for distribution to the City during the period listed above. US cable has agreed to pay the City \$12,828.20 and proposes to amend the PEG section of the franchise agreement to permit an additional \$0.35 per customer/month charge be added to the existing PEG fee structure for the next 39 months. This would bring the total PEG fee to \$0.75 per customer/month through August 2014 at which time the fee would be reduced to \$0.40 per customer through February 29, 2016.

Attachment(s):

1. US Cable Franchise PEG Fee Agreement
2. PEG fees per franchise agreement

Fiscal Impact:

The City will be in receipt of \$12,828.20 which can be used to cover costs associated with improvements to the City cable channel and equipment for the production of this programming.

Recommendation(s):

Staff recommends approval of the amendment of the PEG fee section of the US Cable franchise agreement to increase the PEG fee as specified and US Cable's agreement to pay the City \$12,828.20 for uncollected PEG fees for the period of March 1, 2008 to March 1, 2011.

City Council Action

Motion by: _____

Second by: _____

Vote Yes:_____

Vote No:_____

No Action Required:_____

AGREEMENT

This Agreement (the "Agreement") is made this 20th day of April, 2011, by and among the City of East Bethel, MN (the "City") and US Cable of Coastal-Texas, L.P. ("US Cable").

RECITALS

WHEREAS, US Cable operates a cable system in the City pursuant to a franchise (the "Franchise"); and

WHEREAS, the Franchise includes a provision for a public, education and government ("PEG") access fee of \$.35 cents per subscriber per month commencing March 1, 2008 and increasing to \$.40 cents per subscriber per month on March 1, 2011 ("PEG Fee"); and

WHEREAS, US Cable will implement the PEG Fee by providing at least 30 days prior notice to its subscribers that the PEG Fee shall be \$.75 per subscriber per month effective on or about June 1, 2011 for a period of 39 months and thereafter shall be reduced to \$.40 cents per subscriber per month until February 29, 2016; and

WHEREAS, US Cable will pay the City \$12,828.20 in full and complete settlement of the PEG Fee obligation prior to June 1, 2011 ("PEG Payment"); and

WHEREAS, the City and US Cable now desire to conclude, settle, release and discharge once and forever, all rights, claims, causes of actions, liabilities, disputes and demands relating to the PEG Fee.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and obligations hereinafter set forth, and for good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereto agree as follows:

AGREEMENT

1. PEG PAYMENT

US Cable agrees to pay the City \$12,828.20 ("PEG Payment") within thirty (30) days after the Effective Date of this Agreement.

2. PEG FEE IMPLEMENTATION

The City and US Cable have agreed that US Cable shall implement the PEG Fee of \$.75 per subscriber per month effective on or about June 1, 2011 for a period of 39 months. On or about September 1, 2014, the PEG Fee shall be reduced to \$.40 cents per subscriber per month and continued thereafter at that amount until February 29, 2016. \$.35 per subscriber per month collected through September 1, 2014 shall be payable to US Cable to recoup the PEG Payment. \$.40 cents per subscriber per month collected shall be payable on a quarterly basis to the City per the Franchise. The parties hereby acknowledge that PEG Fees are collected by US Cable from subscribers in accordance with applicable law and that such funds may be included as line items on subscriber bills consistent with FCC regulations at US Cable's discretion.

3. RELEASE OF CLAIMS

For the consideration set forth in this Agreement, the City does hereby release and forever discharge US Cable, its parent and affiliates and their respective officers, directors, shareholders, partners, employees, agents, successors, and assigns, from any and all claims of any kind, known or unknown, arising from or related to the PEG Fee. Furthermore, the City agrees that this Agreement may not be used in any judicial or administrative proceeding against US Cable other than to enforce the terms of this Agreement.

4. VOLUNTARY AGREEMENT

This Agreement is freely and voluntarily given by each party and each party has carefully and completely read all of the terms and provisions of this Agreement. It is understood and agreed by the City and US Cable that nothing herein shall be deemed to be an admission of liability by US Cable with respect to the matter of this Agreement.

5. AUTHORITY AND BINDING EFFECT

City and US Cable represent and warrant to the other that each has the legal right, power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

6. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the City and US Cable relating to the subject matter of this Agreement.

7. GOVERNING LAW

This Agreement, and any controversies arising hereunder, shall be interpreted in accordance with the laws of the State of Minnesota and adjudicated in a state or federal court of competent jurisdiction located in the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary acts and deeds, effective as of the date first above written (“Effective Date”).

City of East Bethel, Minnesota

US Cable of Coastal Texas, L.P.

By: _____

By: _____

Dated: _____

Dated: _____

7.03 Access Channels.

A. Grantee shall provide to each of its Subscribers who receive some or all of the video services offered on the System reception on at least two (2) specially designated noncommercial access Channels for public, educational or governmental ("PEG") programming to be determined in City's sole discretion. The VHF spectrum must be used for at least one (1) of the specially designated noncommercial access Channels required in this section.

B. City may establish rules for acceptance of tapes for insertion on Channels, as required under this section consistent applicable laws.

C. The Grantee shall provide two (2) PEG Channels as part of the Cable Service provided to any Subscriber, at no additional charge, other than the advertised rate for the given tier of service, and so that the PEG Channels are viewable by the Subscriber without the need for additional equipment beyond that required to receive the Basic Service tier. If Channels are selected through a menu system, the PEG Channels shall be displayed as prominently as commercial programming choices offered by Grantee.

7.04 Access Equipment and Facilities.

A. Grantee shall provide City with access capital grants of Ten Thousand and No/100 Dollars (\$10,000), payable upon acceptance of this Franchise and Five Thousand and No/100 Dollars (\$5,000) payable upon the first anniversary of the date of acceptance of this Franchise. Grantee specifically agrees not to itemize or pass-through the access capital grants to Subscribers nor to offset such capital grants from Franchise Fees due and payable to the City. Grantee shall also pay to the City a per subscriber per month fee ("Access Fee"), solely to fund PEG access related expenditures. Said Access Fee shall be paid to the City on a quarterly basis, pursuant to the following schedule:

| | |
|---|--------------------------------|
| March 1, 2008 through February 28, 2011 | \$.35 per subscriber per month |
| March 1, 2011 through February 29, 2016 | \$.40 per subscriber per month |
| March 1, 2016 through the expiration date | \$.45 per subscriber per month |

Grantee reserves all rights under applicable law to itemize and pass through to Subscribers the Access Fee. Any and all payments by Grantee to City in support of PEG access programming shall not be deemed "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. Section 542).

B. City shall be responsible for insuring, maintaining, repairing, fixing and adjusting all equipment so purchased.

C. Grantee shall continue to provide, free of charge, space for an access organization in Forest Lake and Cambridge.



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 9.0 G.2

Agenda Item:

GRE Report

Requested Action:

Consider approving the Interim City Administrator to hire a Utility/Transmission Line consultant to review the GRE Athens to Martin Lake 69 Kv project and the GRE East Bethel CUP for this project.

Background Information:

Staff is in the process of selecting a list of consultants in the field of power line location projects to review the GRE CUP and provide comment and recommendation on the alignment of the project. Based on referrals from firms that have experience in this field and from searches by staff, 4 individuals were selected as potential candidates:

- 1.) Carl Overland with Legalelectric, Inc.
- 2.) Bill Neuman
- 3.) Larry Schedin, P.E.
- 4.) Joel Jamnik with Campbell Knutson

In discussions with these individuals and recommendations from their prior work, staff provides the following ranking for selection of their services:

- 1.) Larry Schedin
- 2.) Joel Jamnik
- 3.) Carrol Overland
- 4.) Bill Neuman (Mr. Neuman was unresponsive to our request for information)

Fiscal Impact:

To be determined

Recommendation(s):

Staff seeks City Council approval to hire a consultant to review GRE's CUP submission and recommend other comparable alternate alignments for this project at a cost not to exceed \$5,000.00

City Council Action

Motion by:_____

Second by:_____

Vote Yes: _____

Vote No: _____

No Action Required: _____



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 9.0 G.2

Agenda Item:

Closed Session ACHRA Lawsuit

Requested Action:

Consider closing the regular session for an Attorney/Client discussion regarding the ACHRA Lawsuit.

Background Information:

The session is closed pursuant to Minnesota Statutes 13D.05, Subd. 3.

Fiscal Impact:

None

Recommendation(s):

Staff is recommending closing the regular session to closed session pursuant to Minnesota Statutes 13D.05, Subd 3 for an Attorney/Client discussion of the ACHRA lawsuit.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



City of East Bethel City Council Agenda Information

Date:

April 20, 2011

Agenda Item Number:

Item 9.0 G.3

Agenda Item:

Legal RFP's

Requested Action:

Consider the selection and interview schedules for City legal services

Background Information:

RFPs for City Attorney and Prosecuting Attorney were received on Friday, March 18th at 3:00 p.m. Twenty RFPs were mailed or e-mailed to firms from a list developed by the City. Eight firms responded to the notice from either the legal advertisement in the Anoka Union or from the notice on the City and League of Minnesota City's website..

We received 10 proposals and these were forwarded to City Council for evaluation. At the April 20, 2011 City Council meeting, Council decided to forward their top 3 choices for civil and prosecution services to the interim City Administrator. The interim City Administrator was instructed to compile a listing of the top 3 firms in each category and present this information to City Council. The RFP submissions were as follows:

Civil Only

- Rice, Michels & Walther, LLP
- Gregerson, Rosow, Johnson & Nilan, LTD.
- Ratwick, Roszak & Maloney, P.A.

Prosecution and Civil

- Eckberg, Lammers, Briggs, Wolff & Vierling, PLLP
- Knaak & Associates, P.A.
- Smith & Glaser, LLC

Prosecution Only

- Carson, Clelland & Schreder, Attorneys at Law
- Dorn Law Firm, LTD.
- Hawkins & Baumgartner, P.A.
- Sweeney, Murphy & Sweeney

The following tabulations are the results of your submitted preferences for the RFP's for legal services

Civil

Gregerson, Rosow, Johnson & Nilan, LTD.....1
Ratwick, Roszak & Maloney.....1
Smith & Glaser LLC..... 3
Eckberg, Lammers, Briggs, Wolff and Vierling PLLP.....5

Prosecution

Hawkins & Baumgartner, P.A.....1
Sweeney, Murphy & Sweeney.....1
Carson, Cleland & Schreder, Attorneys at Law.....2
Knaack & Associates.....2
Smith & Glaser, LLC.....2
Eckberg, Lammers, Briggs, Wolff and Vierling PLLP.....4

Civil and Prosecution

Knaack & Associates, P.A..2
Smith & Glaser, LLC.....2
Eckberg, Lammers, Briggs, Wolff and Vierling PLLP.....4

The proposed schedule for interview schedules and selection is as follows:

- March 18, 2011 (3:00 p.m.) Deadline for receipts of RFP
- March 25- April 15, 2011 Review proposals and make arrangements for interviews.
- April 18-May 20, 2011 Interviews
- May 25, 2011 Recommendation to City Council for appointment effective June 1, 2011.

Dates for the interviews shall be selected by City Council. It is recommended that two dates be dedicated for the interviews, one for civil and one for prosecution, interviews be conducted by the full City Council and that the interviews be concluded by May 25, 2011.

Proposed Firms for Interviews

Civil—May xx/xx/xx

- Eckberg, Lammers, Briggs, Wolff & Vierling, PLLP
- Knaack & Associates
- Smith & Glaser, LLC

Prosecution—May xx/xx/xx

- Carson, Cleland & Schreder, Attorneys at Law
- Eckberg, Lammers, Briggs, Wolff & Vierling PLLP
- Knaack & Associates
- Smith & Glaser, LLC

Attachment(s):

Fiscal Impact:

To be determined

Recommendation(s):

Based on the rankings listed above, it is recommended that the firms of Carson, Cleland & Schreder, Attorneys at Law, Eckberg, Lammers, Briggs, Wolff & Vierling PLLP, Knaack & Associates and Smith & Glaser LLC be scheduled for interviews for the prosecution services and

Eckberg, Lammers, Briggs, Wolff & Vierling PLLP, Knaack & Associates and Smith & Glaser, LLC be interviewed for the civil services with the dates to be selected by City Council.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



PUBLIC FORUM SIGN UP SHEET

April 20, 2011

The East Bethel City Council welcomes residents and property owners to the Public Forum. The purpose of the forum is to provide residents and property owners an opportunity to respectfully inform the Council of issues they are concerned about.

The following guidelines apply to the Public Forum:

1. A resident/property owner may address the Council on any matter not on the agenda during the Public Forum portion of the agenda.
2. A person desiring to speak must sign up prior to the time the Council reaches the Forum on the agenda.
3. The Mayor will invite speakers up to the podium/microphone.
4. Once the Mayor has recognized the speaker, the speaker should state his/her name, address, and phone number.
5. Each speaker should attempt to limit their presentation to 3 minutes.
6. If a group of persons wish to address the Council regarding the same issue, the group should elect a spokesperson to present the group's issue to the Council.
7. The Council will listen to the issue but will not engage in dialogue or a Q & A session. If a majority of the Council would like to address the issue in more detail, it can be added to the agenda or can be addressed during the regular agenda of a future meeting.

| NAME | ADDRESS | PHONE NUMBER | TOPIC |
|-------------|----------------|---------------------|--------------|
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