



**CITY COUNCIL WORK SESSION**  
Public Works: 4058 St. Francis Blvd NW  
**Monday, January 10, 2022 at 5:30 PM**

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**AGENDA**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. AGENDA ITEMS**
  - A. Park Plan
  - B. Public Works / Community Development / Administration
  - C. URRWMO Amendments
- 4. ADJOURNMENT**



## CITY COUNCIL AGENDA REPORT

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**TO:** Mayor & City Council  
**FROM:** Joe Kohlmann, City Administrator  
**SUBJECT:** Park Plan  
**DATE:** January 10<sup>th</sup>, 2022

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**OVERVIEW:**

Gabrielle Grinde will be in attendance to provide an update to the City Council on the Park Planning.

**ACTION TO BE CONSIDERED:**

None.

**BUDGET IMPLICATION:**

None.

Attachments:



# St. Francis, Minnesota Park System Plan

Agenda Item # 3A.



City Council Presentation | Jan. 10, 2022

City of  
St. Francis



# AGENDA

- **PROGRESS UPDATE**
- **TRENDS IN RECREATION**
- **NEEDS ASSESSMENT SUMMARY & FINDINGS**
- **3 POTENTIAL SCENARIOS FOR THE FUTURE**
- ***HOMEWORK: SCENARIO REVIEW & SELECTION***
- **NEXT STEPS**

# PROGRESS UPDATE

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Context Analysis	Park System Inventory	Needs Assessment	System Plan Recommendations	Implementation Plan
Evaluate related plans	Parks Inventory	Trends in Recreation	Vision, values, and goals	Priority Projects
Purpose and Goals	Department structure and programming	NRPA Metrics	Development Recommendations	Funding recommendations
Demographics Analysis		Staffing and budget analysis	Park concept plans	Policies analysis
		Level of Service analysis	O&M Plan	Park Dedication validation
		Online engagement	Programming and Rec Plan	Maint & Replacement Schedule
		Stakeholder engagement	Cost Estimates	Final Plan Document
			Draft Plan Document	

# TRENDS IN RECREATION

# Decline in Traditional Outdoor Recreation

- Hunting
- Boating
- Fishing
- Wildlife Watching
- Wilderness use
- *Mainly among young adults & their children*

Source: Minnesota's SCORP 2014-2018





# New & Emerging Nature-Based Recreation

- Geocaching
- Biocaching
- Skijoring
- Archery
- Shooting Sports
- Pet friendly parks & trails

Source: *Minnesota's SCORP 2014-2018*





# Non-traditional Sports

- **Lacrosse** participation continues to rise, though it is no longer the fastest growing high school sport (**Track and Field** is now the fastest growing high school sport) Source: NFHS 2015-2016 High School Athletics Participation Survey
- **Pickleball** has become an alternative to tennis and is particularly popular with Baby Boomers
- Other non-traditional sports include **skateboarding, rugby, Ultimate, and disc golf**

*What are the implications?*



- Requests for additional **specialized**, single-use facilities
- Increased coordination needed to accommodate new sports that use fields similar to traditional sports (i.e. lacrosse)
- Potential for **reduced demand** for current athletic facilities
- Increased demand for **indoor ice** and **refrigerated ice** for skating
- **Snowmaking facilities** on cross-country trails to combat warming winters



# Less Adult League Participation

- In 2011, participation in softball leagues in Minnesota was at half of 1994 levels
- Basketball participation has seen a 75% decrease since 1994 Source: Minnesota Sports Federation
- Competition from other more flexible fitness options (running, biking, yoga)





# Multi-purpose, Flexible Field Space

- For lacrosse, rugby, soccer, cricket, or Ultimate
- Can be used for free play when not supporting a group sport





# All Season Trail Use

- Winter walking
- Hiking
- Mountain biking
- Fat tire biking
- Commute biking
- Cross-country skiing
- Snowshoeing





# Adventure Races

- 78% of millennials would choose to spend money on a desirable experience or event over buying something desirable
- Participation in adventure races grew 38% from 2012-2014, making it the **fastest growing outdoor activity** over that time period according to the Outdoor Foundation's 2015 Topline Report
- 11% increase in participation 2015-2017





# Adventure Recreation

- Climbing and Ice Climbing
  - Participation has increased 9% over the last year (and is up 6% over the past 3 years)
- BMX Biking
  - Had the largest increase in participation among any activity over the last year (15%) and has grown 13% over the past 3



Source: The Outdoor Foundation's 2017 Outdoor Recreation Participation Topline Report



# Water Sports

- Standup Paddling
  - Was the fastest growing outdoor activity from 2013-2014, with participation up 38% (18% growth over the past 3 years)
- Kayaking
  - Participation grew >20% from 2012-2015
- Boardsailing/ Windsurfing
  - Participation grew 28% from 2014-2015 (10% growth over the past 3 years)



Source: The Outdoor Foundation's 2015 and 2017 Outdoor Recreation Participation Topline Reports



# Dog Parks

- 44% of U.S. households own at least one dog  
*Source: APPA National Pet Owners Survey 2015-2016*
- # of Off-leash dog parks grew 6% in 2015, and is up 20% from 2010
- Off-leash dog parks are growing faster than any other type of park in America's 100 largest cities  
*Source: The Trust for Public Land's 2015 City Park Facts Report*





# Splash Pads

- Offer water-based play in parks that either don't have water, or have perceived water quality issues
- Maintenance & operation budgets are essential





# Nature Play

- Studies show that when kids go to a **traditional playground they get bored quickly**
- With nature play done well, kids are **engaged longer**, participate in more complex activities, and come back more frequently
- **Nature play improves** physical, social/emotional, cognitive, and spiritual **development** in kids
- Make playgrounds as safe as necessary, not as safe as possible





# Conservation

- 72% of Americans see conservation as an “extremely” or “very” important role of parks and recreation agencies

Source: NRPA's 2016 Americans' Engagement with Parks Survey





# Attention to Pollinator Habitat

- Bees pollinate around 70-80 percent of flowering plants in the Midwest
- One in every 3 bites of food is produced thanks to pollinators
- Development is consuming 6,000 acres a day (2.2 million acres per year)
- Fragmented edges and marginal areas are becoming increasingly important
  - Restoring “natural” landscapes and encouraging habitat friendly plantings





# Turf Reduction & Pollinator Lawns

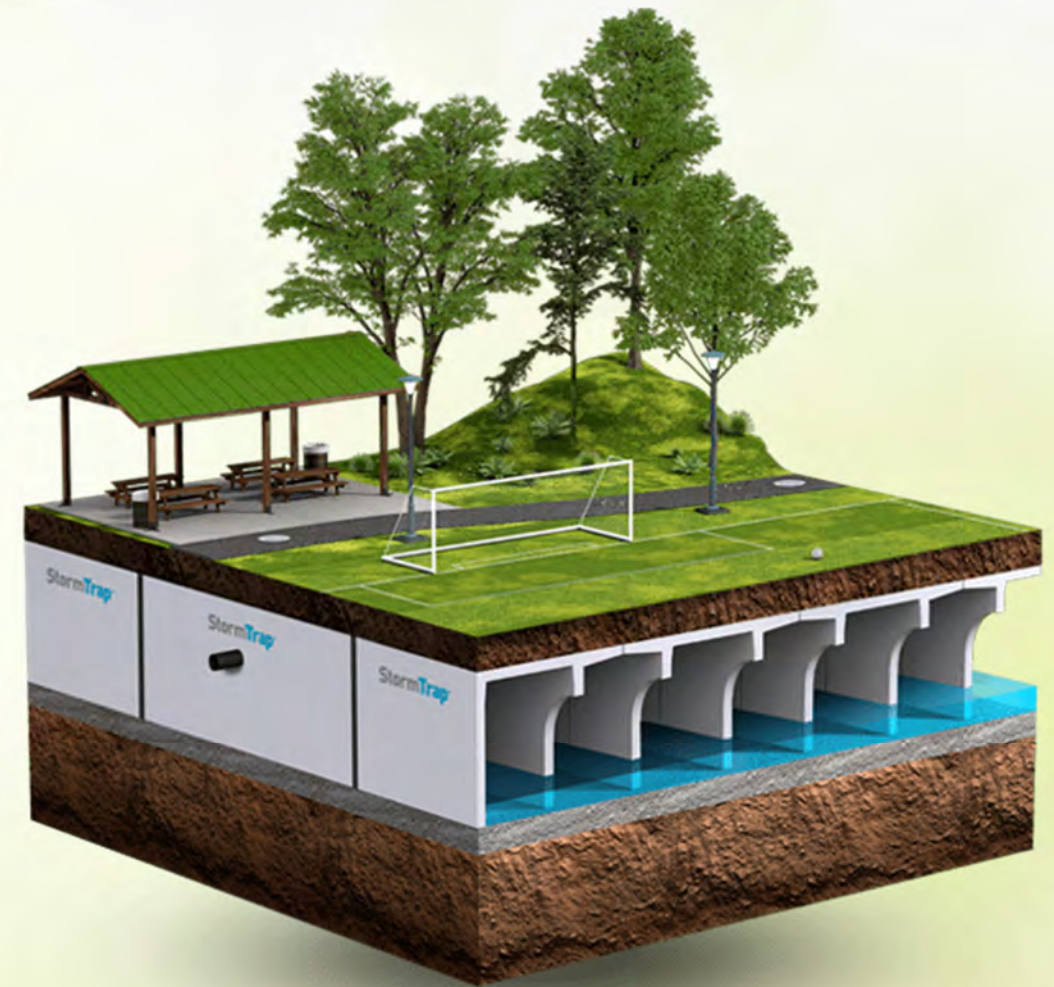
- Bringing naturalized habitats back to parks
  - Turf reduction and/or conversion to Pollinator Lawns (white clover, creeping thyme, lanceleaf self-heal)
  - Transitioning maintenance regimes from mowing to weeding / spraying / burning (less time intensive but more skills required)





# Parkland as Green Infrastructure

- Below-ground storage (cisterns)
- Detention Ponds (wet or dry)
- Constructed Wetlands
- Best Management Practices
  - Bioretention basins (raingardens)
  - Vegetated swales
  - Filter strips and vegetated buffers





# Parks and Trails for Transportation

Getting people out of their cars, into our parks, and onto our trails has both health and community benefits

- Parks without borders
- Community/Neighborhood access points
- Coordination with public transit
- Connections to park and rides and mode-share
- Access to destinations





# Parks as Part of the Local Food System

- Grills and picnic shelter amenities
- Foraging
- Fishing
- Food Forests
- Community Gardens
- CSA pickup
- Farmers Markets
- Food Trucks
- Food Festivals and Celebrations
- Food Halls and Food Hubs





# Importance of Place

- The increased mobility of the creative class (telecommuting, freelance work) has resulted in individuals choosing where they live based on lifestyle and proximity to other creative people rather than employment opportunities



## *What are the implications?*

- Co-production of services and experiences
- Parks as economic generators
- Distinctive spaces, programs, and events
- Placemaking in parks and public places
- Integration of public art
- Destination amenities
- Memorable features



# Cross-promotion of Recreation

- Parks & Park Systems can connect people to the outdoors by cross-promoting outdoor recreational opportunities as a “collective network”

Source: Minnesota's SCORP 2014-2018

- Cities benefit from regional recreation tourism, especially if there are enough activities to keep visitors in the area for more than a day trip





# Social Media

- The rise in social media as a method to share experiences through pictures and messages
- Parks & State Parks represent over 25% of Instagrammed locations in the U.S.
- Hashtag Campaigns
- Photo Contests





# Nature Web Cams & Live Streams

- Drumming up interest for the non-human residents of our parks
- Facebook Live streaming of park events





# Pop-up Parks

- Cost-effective and spatially-efficient means of adding or testing open space in the built environment
- Often have major economic benefits to the surrounding city (which, if proven, can help obtain grants/funding for their continuation)
- Increases people's sense of neighborhood character
- Low-risk action that often catalyzes investment and (re)development





# Pop-up Parks





# Pop-up Parks





# Pop-up Parks





# Data Collection & Use in Parks

- Soofa
  - Signs & benches that act as local bulletin boards, display real time transit information, offer charging, and track visitorship
- Measures outdoor activity to understand how parks are being used





# Wi-fi & Cell Service in Parks

- Increasingly desired and has the potential to make parks more democratic
- When campers had access to email, they spent an average of 3 extra days outside
- African-Americans were the group most likely to favor campgrounds with free wi-fi

Source: Kampgrounds of America Inc.  
*2016 North American Camping Report*

- Younger, non-white people are more likely to say mobile technology enriches their experience of the outdoors

Source: The Outdoor Foundation's  
*2011 Outdoor Recreation Topline Report*





# Public-Private Partnerships

- Private enterprises in parks
  - Restaurants with profit-sharing
  - Equipment rental purveyors
- Park Conservancies
- Privately run programming
- Maintenance contracting
- Big ticket special events
- Association partnerships in youth sports





# Property Values & Biking Trails

- Growing evidence indicates bicycling has a positive impact on retail sales, commercial property values, and overall economic development
- Minneapolis (U of M Study)
  - In Minneapolis / St. Paul Area, every 400 m closer to a median-priced home is to an off-street bicycle facility, its value increases by \$510
- Indianapolis (Indiana University Study)
  - 2008 - Indianapolis Cultural Trail Opens
  - 2014 - within a block of the trail, property values increase by 148%
  - 1,800 parcels within 500 ft of the trail increased by more than \$1.01 billion over the same period

*"Houses located in areas with above average walkability or bikeability are worth up to \$34,000 more than similar houses in areas with average walkability levels."*



- Atlanta (RE/MAX Realty)
  - Homes near bike lanes that connect to BeltLine (trail loop) were selling within 24 hours.
  - Before the bike lanes were installed, homes along the corridor typically stayed on the market for 60 to 90 days.



# Harness Public Support for Funding Increases

- 9 in 10 Americans agree that parks and recreation are important services delivered by the government
- 7 in 10 Americans say they are more likely to vote for politicians who make park and recreation funding a priority
- 75% of Americans support increased local government spending for park and recreation agencies (support spans both political parties and nearly every demographic)

Source: NRPA's 2016 Americans' Engagement with Parks Survey





# Park Systems Pressured to Have it All (at low or no cost)

- (even when the city next door has it in close proximity)
- (even if it might be a short-lived trend)
- (even if there are private facilities that cover the demand)
- Want to attract and retain residents
- Demanding groups may be a very vocal minority



# Learn More: Beyond MRPA/NRPA

- Look broadly at the organizations whose interests intersect with parks to see what ideas are gaining traction:
  - City Parks Alliance
  - America Walks
  - Association of Pedestrian and Bicycle Professionals (APBP)
  - Smart Growth America
  - American Society of Landscape Architects (ASLA)
  - Urban Land Institute (ULI)
  - The Outdoor Foundation



# NEEDS ASSESSMENT

- **DEMOGRAPHICS ANALYSIS**
- **PARK INVENTORY & FACILITIES**
- **PARK CLASSIFICATION**
- **PARK ACCESS & GAPS**
- **PEER COMMUNITY COMPARISON**
- **RECREATION OFFERINGS IN SURROUNDING COMMUNITIES**
- **NRPA METRICS**
- **PUBLIC INPUT**
- **SUMMARY OF FINDINGS**



# DEMOGRAPHICS ANALYSIS & PROJECTIONS

## POPULATION BY AGE GROUP

	ST. FRANCIS	ANOKA & ISANTI	MINNESOTA
YOUNG CHILDREN (UNDER 5)	10.4%	11.0%	6.2%
SCHOOL AGE (5-19)	21.7%	23.7%	19.5%
YOUNG ADULTS (OVER 20, UNDER 40)	28.7%	29.1%	26.5%
MIDDLE AGED (40-65 YEARS)	30.6%	28.2%	31.5%
RETIREMENT AGE (65+)	8.6%	7.9%	16.3%

**St. Francis  
is younger on  
average than MN,  
but similar to  
Anoka County**

**A  
majority of  
city residents (9  
out of 10) leave  
the city for  
work**

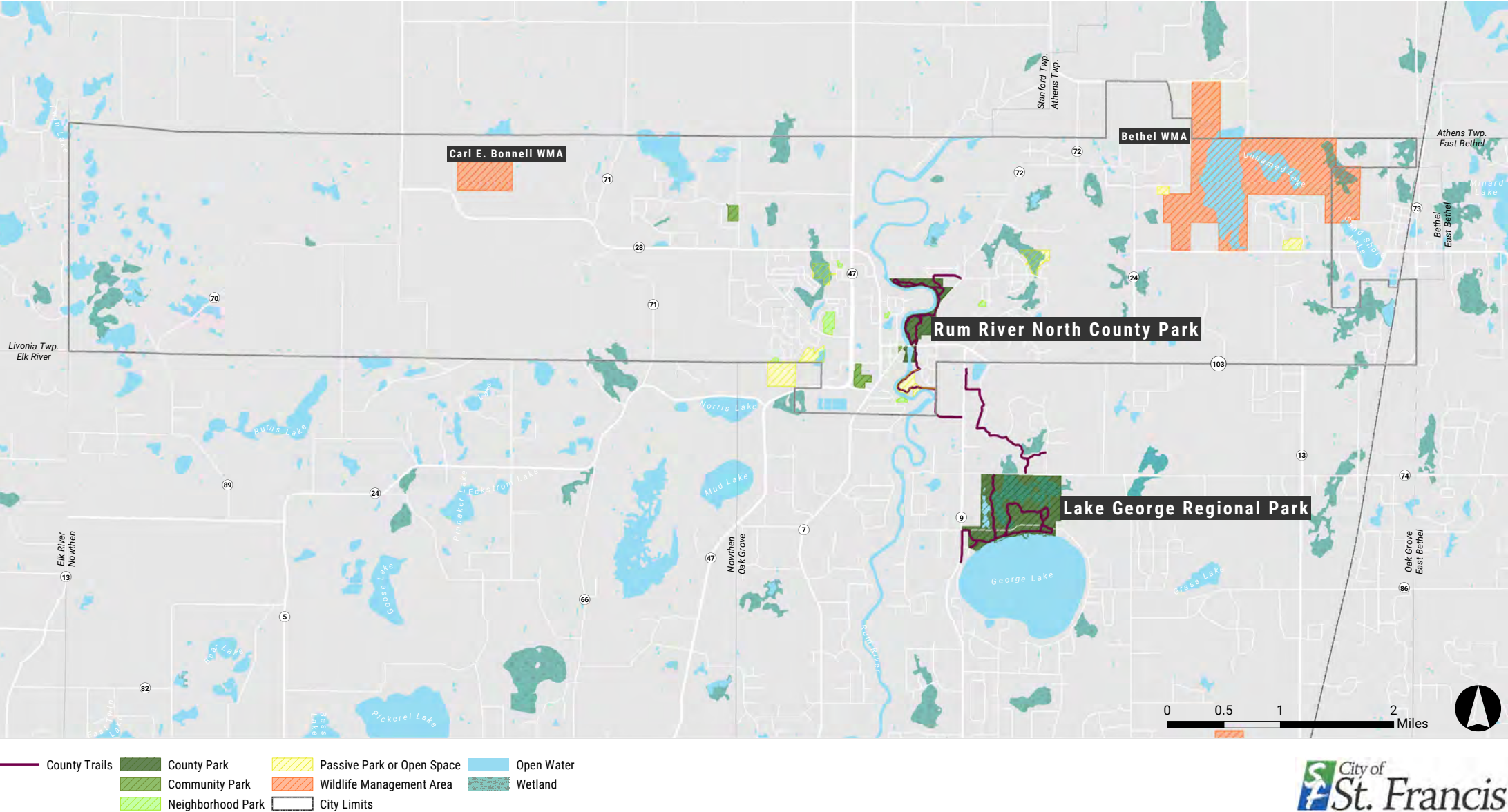
**65%  
growth  
projected in St.  
Francis in the next  
20 years; faster than  
Anoka County's  
projected growth  
(25%)**

## POPULATION PROJECTIONS FOR THE CITY

	2010	2017	2020	2030	2040
ST FRANCIS	7,218	7,624	8,200	10,400	12,600

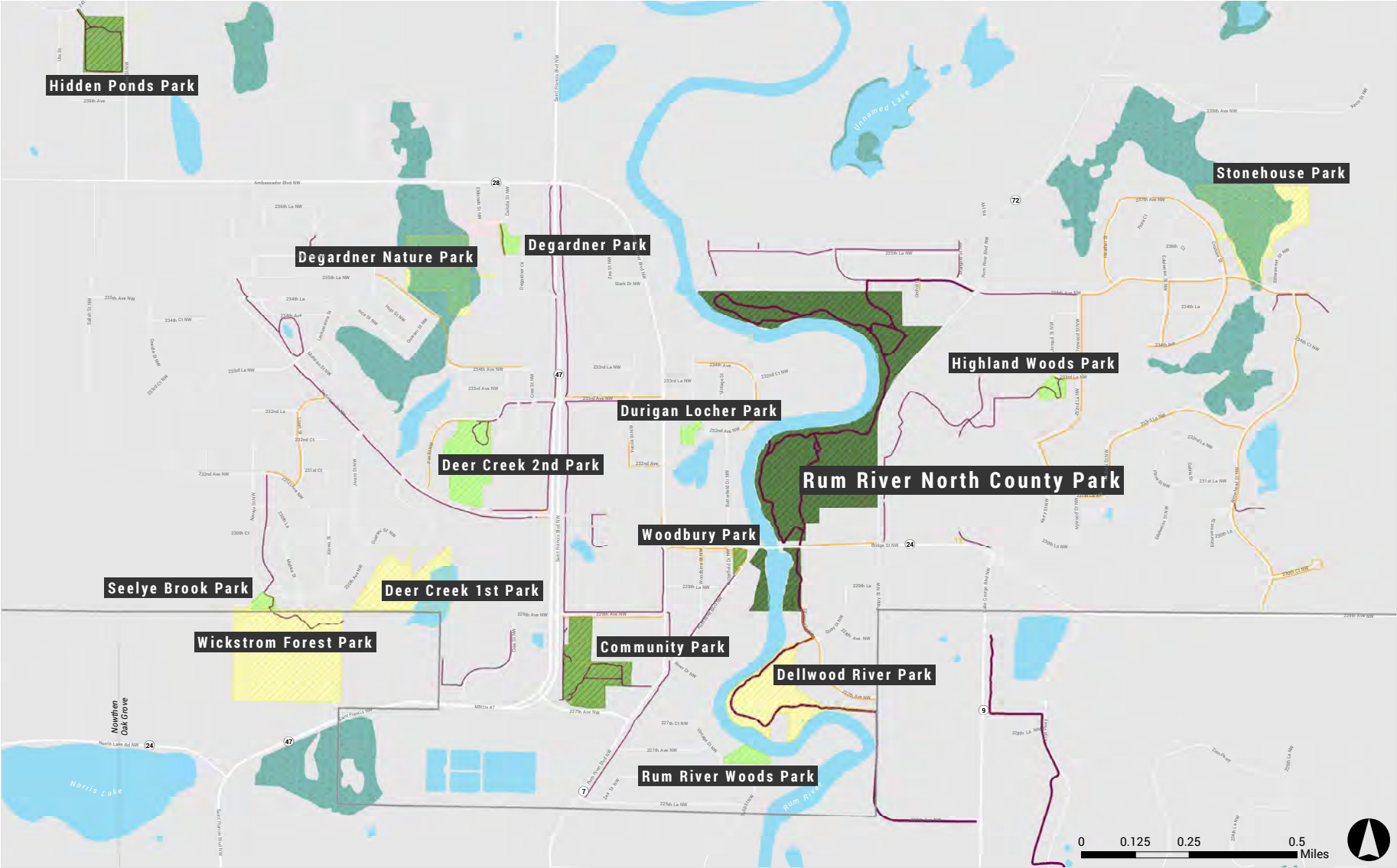


# PARKS INVENTORY: CITYWIDE



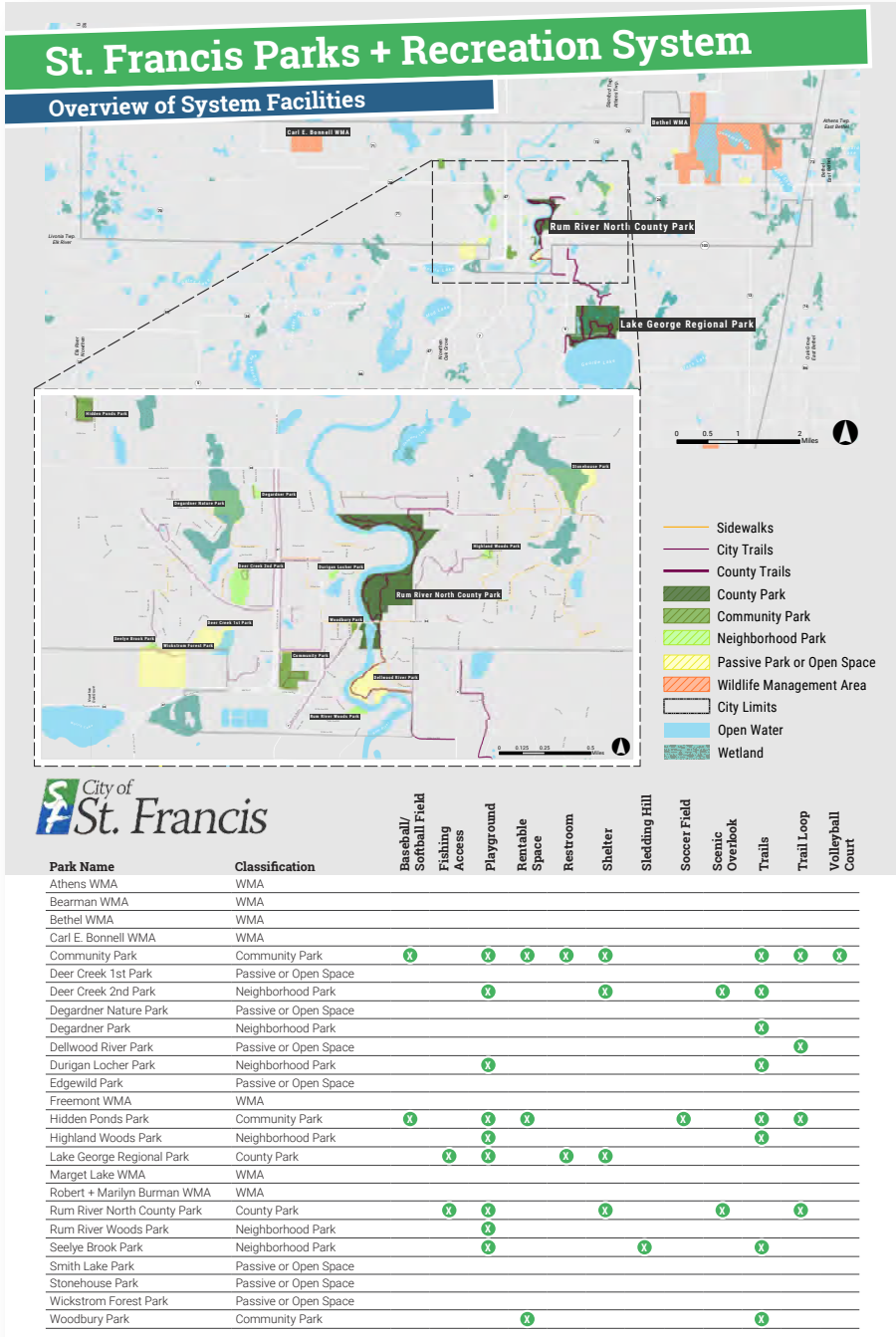


# PARKS INVENTORY: CENTRAL AREA





# PARK FACILITIES



Park Name	Classification	Baseball/ Softball Field	Fishing Access	Playground	Rentable Space	Restroom	Shelter	Sledging Hill	Soccer Field	Scenic Overlook	Trails	Trail Loop	Volleyball Court
Athens WMA	WMA												
Bearman WMA	WMA												
Bethel WMA	WMA												
Carl E. Bonnell WMA	WMA												
Community Park	Community Park	X		X	X	X	X				X	X	X
Deer Creek 1st Park	Passive or Open Space												
Deer Creek 2nd Park	Neighborhood Park			X			X			X	X		
Degardner Nature Park	Passive or Open Space												
Degardner Park	Neighborhood Park										X		
Dellwood River Park	Passive or Open Space											X	
Durigan Locher Park	Neighborhood Park			X							X		
Edgewild Park	Passive or Open Space												
Freemont WMA	WMA												
Hidden Ponds Park	Community Park	X		X	X				X		X	X	
Highland Woods Park	Neighborhood Park			X							X		
Lake George Regional Park	County Park		X	X		X	X						
Marget Lake WMA	WMA												
Robert + Marilyn Burman WMA	WMA												
Rum River North County Park	County Park		X	X			X			X		X	
Rum River Woods Park	Neighborhood Park			X									
Seelye Brook Park	Neighborhood Park			X				X			X		
Smith Lake Park	Passive or Open Space												
Stonehouse Park	Passive or Open Space												
Wickstrom Forest Park	Passive or Open Space												
Woodbury Park	Community Park				X						X		



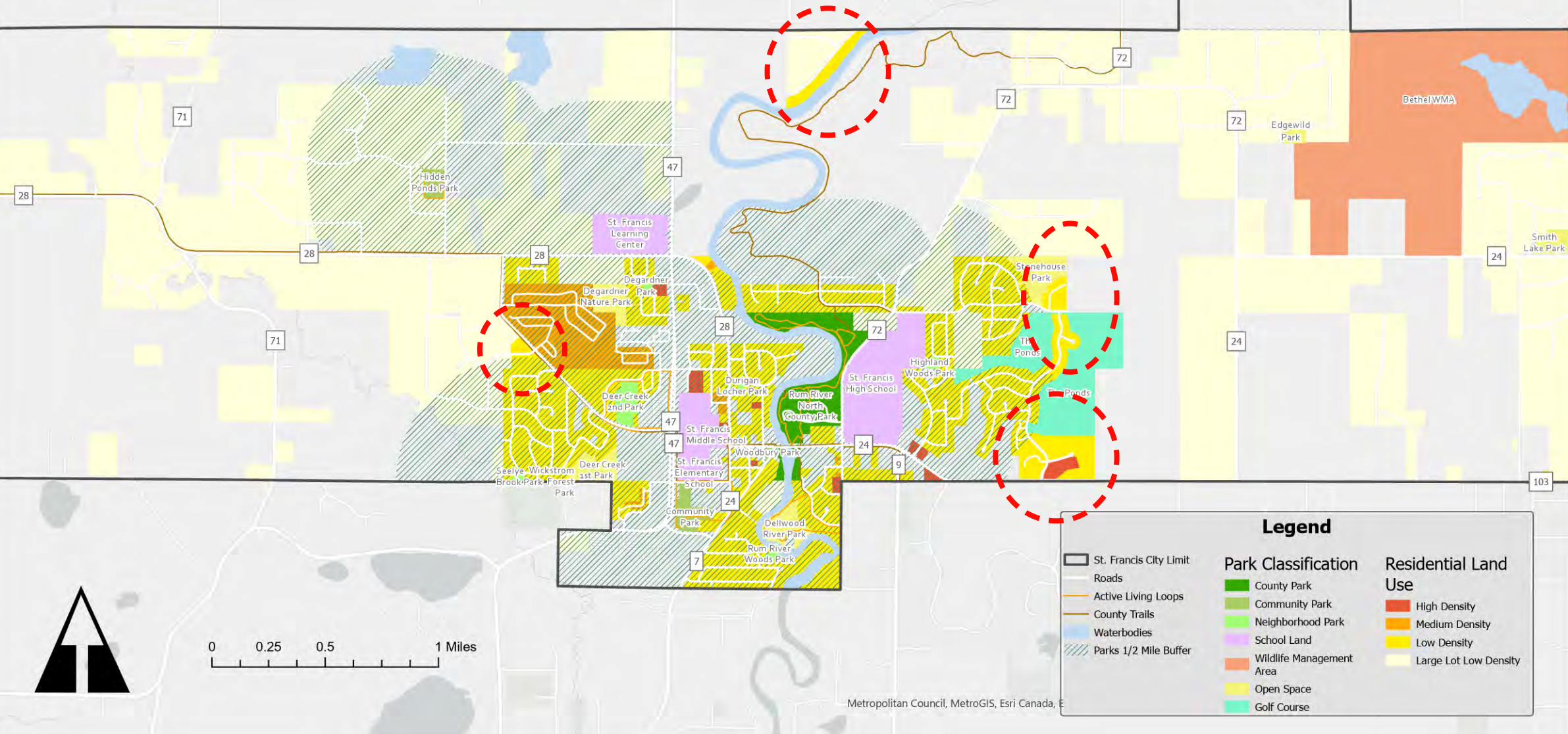
# PARK CLASSIFICATION

	Count	Names	Use & Facilities	Service Area	Population Served	Size Range	Acres per Population
CITY PARKS							
Sports Complex	0						
Community Park	3	Community Park, Woodbury Park, Hidden Ponds Park	Designated area of diverse environmental quality which may include areas suited to intense recreational facilities such as athletic complexes as well as passive type areas, depends largely upon the site location, suitability and community need	Serves the entire community or large segment thereof	All ages, toddler to retiree, entire community for cities up to 25,000	20-60 acres	5.0 – 10.0 acres
Neighborhood Park	6	Durigan Locher Park, Degardner Park, Rum River Woods Park, Highland Woods Park, Seelye Brook Park, Deer Creek 2nd Park	Designated active and passive recreation areas	Large neighborhood sizes of up to 5,000 persons within ¼ or ½ mile radius	Focus upon ages 5 through 39 with emphasis upon ages 5 through 18	1-10 acres	1.5 – 2.0 acres
Passive or Open Space	7	Wickstrom Forest Park, Degardner Nature Park, Edgewild Park, Dellwood River Park, Smith Lake Park, Stonehouse Park, Deer Creek 1st Park	Designated area for protection and management of the natural/cultural environment, corridors to support the trail plan, and/or holding zones for future parks acquired before prior to their needed programming. Such parks should only be acquired on an extremely limited basis.	No applicable standard, scattered among City parks of all sizes	All ages	Sufficient to protect the resource and accommodate recreational uses	Variable
NON-CITY PARKS AND OPEN SPACE							
County Park	1	Rum River North County Park	High Quality natural resource areas and trail corridors in natural settings				
Golf Course	1	The Ponds					
Wildlife Management Area (MN DNR)	2	Bethel WMA, Carl E. Bonnell WMA	Preserve a unique natural resource				
School	4	St. Francis Elementary, St. Francis Middle School, St. Francis High School, St. Francis Learning Center					



# PARK ACCESS & GAPS

MAP OF ACCESS TO NEIGHBORHOOD PARKS





# PEER COMMUNITY COMPARISON

Agenda Item # 3A.

## Comparison Communities:

Andover  
Anoka  
East Bethel  
Ham Lake  
Oak Grove  
Otsego  
Ramsey

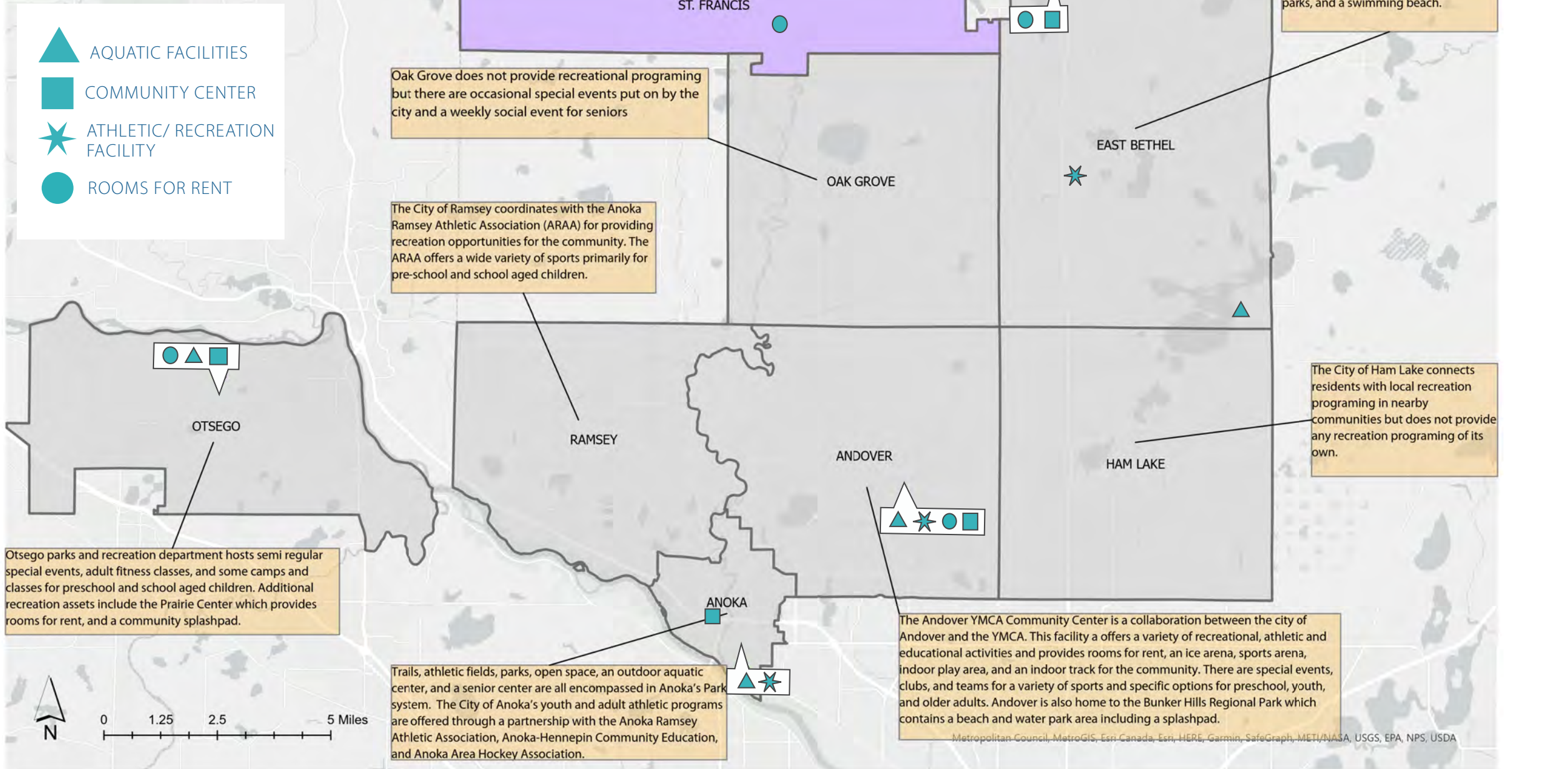
	ST. FRANCIS	RANGE	AVERAGE
CITY AREA IN SQUARE MILES	24	7—48	31.6
TOTAL POPULATION	7,652	7,000—33,000	18,660
POPULATION DENSITY	319	247—2,437	824.4
TOTAL PARKS	19	15—67	35.3
COMMUNITY PARKS	3	0—6	3
SPORTS COMPLEXES	-	0—11	6.3
NEIGHBORHOOD PARKS	7	5—16	10.6
PASSIVE PARKS/OPEN SPACE	9	2—40	13.8
TOTAL CITY PARKLAND ACREAGE	82	82—1,334	607
TOTAL PARKLAND AND OPEN SPACE ACREAGE	842	842—5,372	1,840
PERCENTAGE OF CITY AREA DEDICATED TO PARKS AND OPEN SPACE	5%	4%—18%	9%
TOTAL TRAIL MILES	12	0—61	47.9
	ST. FRANCIS	RANGE	AVERAGE
PLAYGROUNDS	8	8—42	20.8
TENNIS COURTS	0	0—14	7.6
OUTDOOR BASKETBALL COURTS	0	0—14	6.7
OUTDOOR ICE RINKS	1	1—12	6.2
BALLFIELDS	2	2—27	16.6
MULTIUSE FIELDS (SOCCER/LACROSSE/FOOTBALL)	1	2—29	9.6
SHELTERS	4	4—19	13.8
PERMANENT BATHROOM FACILITIES	2	0—17	5.6

## GAPS

- Overall park acreage
- Sports Complex
- Trails
- Tennis courts
- Basketball courts
- Ballfields
- Multiuse fields
- Shelters and indoor recreation space



# RECREATION OFFERINGS IN SURROUNDING COMMUNITIES





# NATIONAL RECREATION & PARK ASSOCIATION (NRPA) METRICS

(Based on metrics from cities with less than 20,000 residents)

	NRPA	ST. FRANCIS
Total Trail Miles	3	12
Parks per 1,000 Residents	0.81	2.48
Acres of Total Parkland per 1,000 Residents	12.4	11 acres (city parkland) 110 acres* (includes State & County parks and open space)
Outdoor Basketball courts	88.3%	--
Multi-purpose field	64.4%	yes
Outdoor tennis courts	74.5%	--
Community Center	50% have	--
Recreation Center & Gym	52.7%	--
Themed special events	84%	yes
Social recreation events	81%	??
Team sports	82%	--
Health and wellness education	71%	--
Summer camp	62%	--
Specific senior programs	66%	--
Park and Rec Staff	10 FTE	3 FTE

## GAPS

- Outdoor tennis and basketball courts
- Community Center/ Rec Center
- Programming options
- Parks staff



# PUBLIC INPUT

## WHAT WE HEARD

- Mothers with children were the most frequent responders to this survey:
  - Over twice as many women completed the survey as men
  - 74% of respondents have children 17 or under living in their household
  - Over half are between 35 and 44 years of age
- A majority of people learn about parks and recreation through Facebook and other forms of social media
- Of those surveyed 60% reported that they visit the parks in Saint Francis at least weekly
- Rum River North and the Community Parks are the parks most frequently visited by respondents
- Very few respondents (less than 5%) felt that the current parks and recreation communication system was “not good”
- Elements of the parks system most in need of improvement include: recreation programs for seniors and youth, community center/senior center, and comfort amenities
- Highest interest in new features or facilities: farmers market, splash pad, more paved trails, and an indoor community center

### Overall, how satisfied are you with elements of the St. Francis parks & recreation system?

Walking or hiking trails
Playground equipment
Picnic facilities
Protection of natural resources
Wayfinding signage
Roadway trails
Ice rink / warming house
Comfort amenities (restrooms, parking, benches, etc.)
Sports facilities (baseball, softball, soccer, hockey rink, basketball, etc.)
Recreation programs for youth
Community center / senior center
ADA accessibility
Recreation programs for seniors

Very satisfied (Keep investing in this)	Somewhat satisfied	Somewhat dissatisfied	Very dissatisfied (This needs improvements)	Neutral / don't use
33%	44%	11%	5%	7%
32%	42%	7%	5%	13%
26%	49%	9%	4%	13%
25%	46%	11%	4%	15%
25%	39%	9%	5%	21%
21%	32%	15%	9%	23%
20%	19%	11%	8%	42%
19%	44%	19%	11%	8%
18%	24%	13%	10%	35%
18%	23%	15%	17%	27%
15%	11%	7%	12%	54%
11%	15%	6%	4%	64%
9%	10%	6%	10%	66%

Based on 188 responses

### How do people learn about parks and recreation opportunities in St. Francis?

Facebook/Social Media	64%
City Website	30%
City Newsletter	27%
Other	18%

Based on 194 responses

### Along roadways, which type of trail facility do you prefer?

Off-street paved multi-use trails, 64%

Sidewalks, 33%

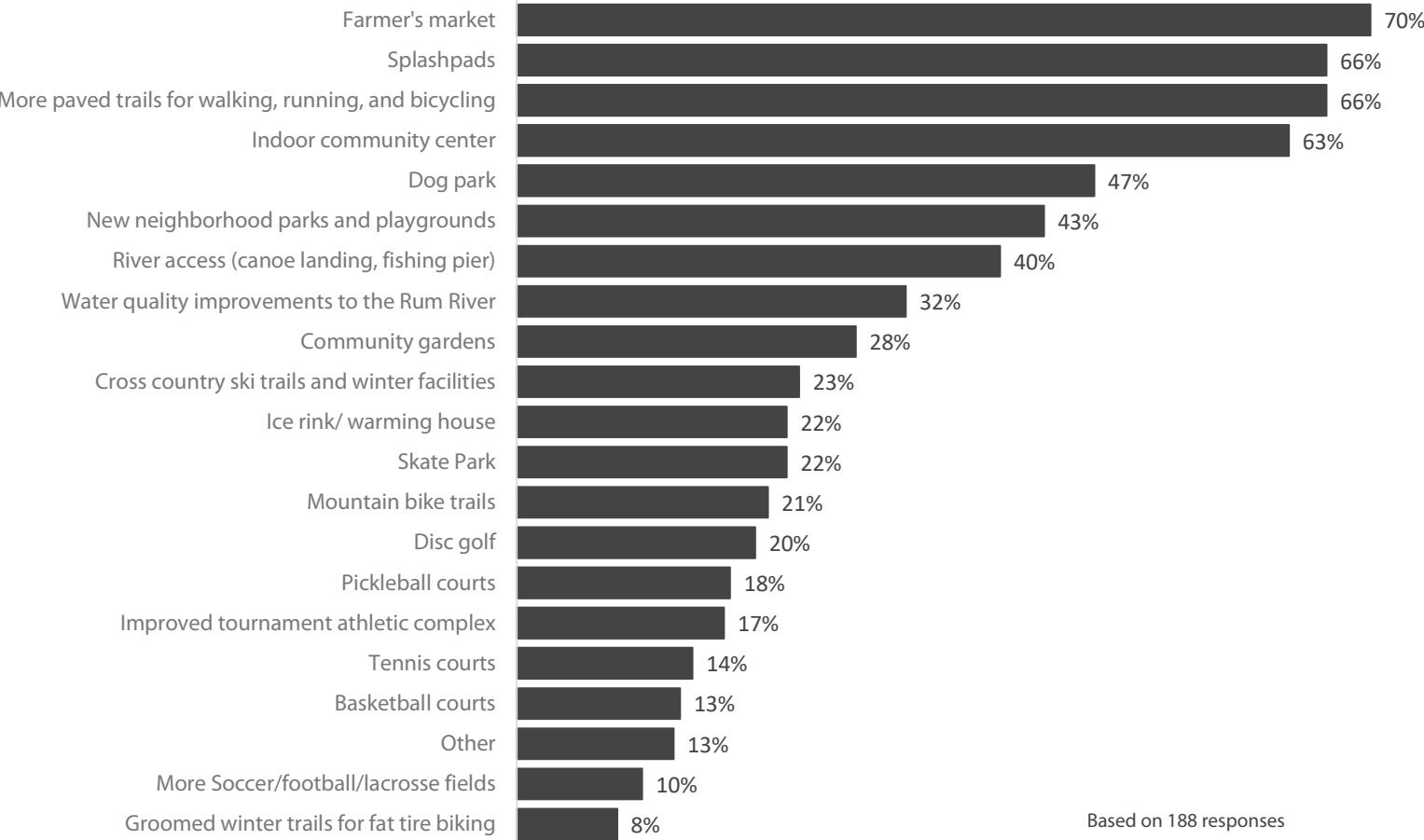
On-street trails, 3%

Based on 124 responses



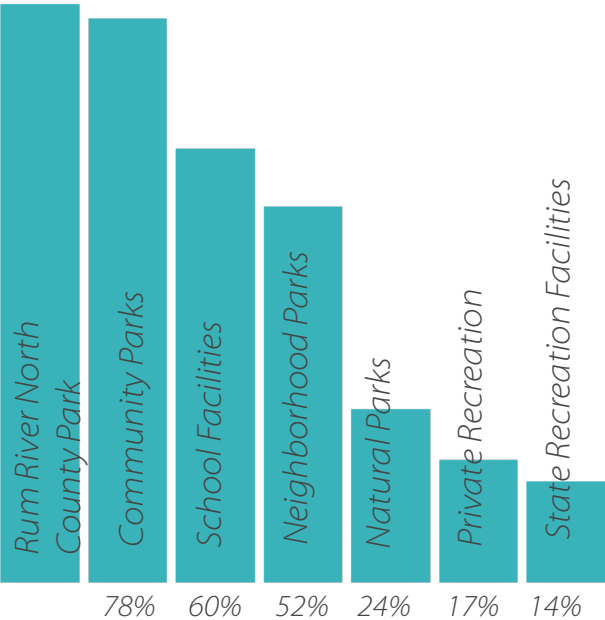
# PUBLIC INPUT

Which new or expanded parks and recreation facilities would you be interested in using in St. Francis?



Based on 188 responses

Have you visited any of the following parks and/or facilities in the City of St. Francis?



Based on 127 responses

## PRIORITIES FOR THE ST. FRANCIS PARK SYSTEM BASED ON SURVEY RESPONSES:

- Effort should be concentrated on development of a community center, splash pad, and youth sports
- Some areas are high use but not a high priority as they are already meeting the needs of the community. Maintain these should be a priority: sports facilities and playgrounds
- Pave off-road trails that would encourage more residents to make use of existing infrastructure
- Based on responses an ice rink/warming house is a low priority for the community at this time



# SUMMARY OF NEEDS ASSESSMENT

*Themes and topics that emerged as needs for the St. Francis parks and recreation system*

Need	Needs Assessment Data Source						
	Community Input Survey	Parks tour & Staff input	Gaps based on Peer Comparison	NRPA Metrics data	Gaps based on Service Areas/ Proximity Analysis	St. Francis 2040 Comp Plan & Parks Plan	Trends Analysis
Community Center	●	●	●	●	●		
Splash Pad	●						●
Youth programming	●		●	●	●		
Farmers market	●						
Paved Trails throughout the community	●		●				●
Build partnerships, improve relationships and communication with other agencies and organizations		●	●			●	
Enhance and Promote use of the Rum River	●	●				●	●
Address recreation needs for older youth / young teens	●						●
Evaluate Park Dedication		●					
Athletic Facilities / Sports Complex			●	●	●		



# QUESTIONS OR COMMENTS?



# CONCEPTUAL PARK SYSTEM SCENARIOS

Agenda Item # 3A.

*Which Scenario best represents the future of St. Francis? How do you see St. Francis in 20 years? Feel free to mix and match among the Scenarios.*

	SCENARIO A	SCENARIO B	SCENARIO C
Summary	Stay the course. Continue to maintain what exists today. Make minor improvements to Community Park and other improvements as facilities are in need of replacement. Build new Neighborhood Parks as development occurs.	Focus on community-wide facilities and programming. Largest investments will be in Community Parks and Community Facilities. Hire staff for programming and operations	Focus on natural areas and open space conservation. Largest investments will be in natural areas, land acquisition, and high quality trails.
Neighborhood Parks	Neighborhood parks are located to provide 1/2-mile service area from most residents. Continue to build Neighborhood Parks as new developments are added. Build simple Neighborhood Parks with a playground, small shelter, picnic tables, benches, paved loop trail, and park sign.	Neighborhood Parks may be located farther apart than 1/2-mile service areas.	Create “minimum standard” list of features for future Neighborhood Parks (i.e. design a park that is unique to the site, include play equipment and trail connections/loop trail, benches). Identify “other” amenities that do not need to be in every Neighborhood park but can be built at a community or district level (i.e. play equipment, shelters)
Community Parks	Make minor improvements to Community Park (update the playground and shelter, consider a splash pad)	Invest heavily in Community Park with new facilities (splash pad, new shelter building, new playground equipment)	Community Park may become more naturalized with prairie restoration areas.
Community Facilities	Consider partnership facilities. Strengthen relationship/partnership with School District and Athletic organizations to provide joint services and programming.	Invest in a Community recreation center with fitness equipment, meeting rooms, event space, youth programming space/gym Develop a space for a farmers market.	Consider a community center that with limited programming (flexible meeting space, rental rooms, small gym) with outdoor picnic facilities
Natural Areas + Open Space	Invest in natural areas as opportunities arise, such as Rum River shoreline restoration with Anoka County.	Invest in natural areas as opportunities arise.	Focus on identifying properties that should be acquired and preserved. Invest in river properties.
Trails	Work with Anoka County to build paved trails along county roads in the community.	Trails will be built along roads and natural corridors as opportunities arise and land is acquired.	A connected network of trails and green corridors will be a focus of this scenario.
Programming	Encourage athletic groups and associations to offer programming. Focus on partnerships and non-profit groups to organize a farmers market and other programs.	Programming will grow significantly with a Community Recreation Center. Indoor program may include: aquatics, senior fitness, adult classes, open rec. times, rooms for rent, and an indoor children’s play area. Plan a community-wide farmers market.	Consider partnering with Anoka County and outdoor groups to provide outdoor-focused programs (fishing, hiking, nature exploration, paddling, etc.)
Long term considerations	In the future most residents will live within a close proximity to a high quality neighborhood park. Neighborhood park amenities and facilities will require significant re-investment in the next 15-20 years as items will need repair or replacement	Significant investment in a Community Center will likely require a feasibility study, community survey, and a referendum. The facility may attract residents and visitors to the community.	Land acquisition in open areas would be one-time investment with little long-term maintenance costs.



# HOMework:

## REVIEW SCENARIOS AND MAKE A SELECTION / NOTES



# NEXT STEPS

- **HOMEWORK DUE BY JAN. 18TH**
- **HKGI TO DEVELOP RECOMMENDATIONS, DRAFT SYSTEM PLAN, AND PARK CONCEPT PLANS**
- **STAKEHOLDER ENGAGEMENT**





## CITY COUNCIL AGENDA REPORT

**TO:** Mayor & City Council  
**FROM:** Joe Kohlmann, City Administrator  
**SUBJECT:** Public Works / Community Development / Administration  
**DATE:** January 10<sup>th</sup>, 2022

### **OVERVIEW:**

The City is facing a multifaceted issue with staffing and workflow. The City has the following issues in front of it regarding workflow and processing:

- 1) Community Development has a log jam of projects, issues, and workload. The City Administrator and C.D. Director work closely on many projects and initiatives the city processes. The increase in projects and more importantly, infill projects (projects located within the urban core) require a very large amount of time and coordination. Issues span – engineering, infrastructure, planning, finance, land use, project management and coordination with developers.
- 2) The Public Works Director position is vacant. After discussing the position with both the PW Supervisors and some department heads, it was determined that the City has experts in all of the key Public Works areas – Water, Wastewater, Streets, Parks, Recycling, Engineering. A common issue or identifiable deficiency was the need for more of a “project manager”.
- 3) Organizational workflow – the city’s current organizational chart or workflow works very well vertically. However, with multiple split positions, overlapping department functions, and complexity of many initiatives – the organization moves very inefficiently horizontally (across departments). Currently – the City Administrator is involved in almost every decision or initiative that is cross departmental. This relates to many of the functions of personnel, finance, communications and general administrative matters.

### **Proposed Solutions**

- 1) The City could modify the PW Director positions to be titled “Deputy Administrator/Public Works Director”. This would allow for heavier interest from candidates that have a similar background to the City Administrator. The position would rely on the W/S and S/P Supervisors as well the City Engineer, Community Development Director and City Administrator. This would allow for a person to monitor/be updated on PW operations while also managing the workflow these experts are working on. This background also allows for infrastructure project coordination for the Community Development initiatives.

2) The City should also modify the City Clerk position to “Deputy Administrator/City Clerk”. This would have four key impacts:

- (1) Someone on staff, aside from the Administrator would be empowered to make decisions on functions that impact multiple departments (especially in City Hall).
- (2) This would allow this position to more effectively implement record keeping, communications, codes, admin processing as there would be delegated authority over administrative functions within the city – which impacts all departments. Currently, either cross departmental cooperation or Administrator involvement is needed to act.
- (3) This would expose another position to the full administrative functions of finance. This position would work side by side with the Finance Director on the development of the budget from start to finish. Currently, only the Finance Director and City Administrator are familiar with this process and functions. This expands redundancy and alleviates the City Administrator from reviewing every detail from start to finish.
- 4) By empowering this position for personnel matters, general finance review, communications, and general administration – a lot of time would be freed up for the City Administrator to work on much larger impact projects such as: Highway 47, development projects, City Buildings, Economic Development, etc.

**(Note: City Administrator would still be the HR Director and final staff authority of the Budget and financial matters).**

#### **ACTION TO BE CONSIDERED:**

Review and discuss.

#### **BUDGET IMPLICATION:**

The only cost impact is moving the current City Clerk’s pay grade to the Public Works Pay Grade and the impact with salary and benefits is about **\$8,420** annually. As an aside, the City has saved approximately **\$43,000** this budget year by having a vacant PW Director and police officer position.

Attachments:

*Project list for Community Development Director and Administrator (all active)*

*Existing and proposed organizational chart*

*Redlined job descriptions for PW Director and City Clerk*



### **Community Development Current Projects/Issues**

- 1) Commercial property – 5 acre split with anticipated 2022 build
- 2) Rivers Edge – Need to amend prelim plat for 2022
- 3) R. Meadows – anticipated site plan/build in 2022
- 4) District 15 – Highway 47 Entry – traffic/access
- 5) Swiss Landing – concept approved – prelim/final plat
- 6) Vista Prairie – PC, prelim, final all in 2022
- 7) Turtle Ponds – 4<sup>th</sup> addition, new buyer wants to expand development from current approvals
- 8) Green Valley – currently at Council
- 9) Meadows 4<sup>th</sup> – concept through, HOA issues, turnover in project managers
- 10) Bridge Street developments/redevelopments – multiple sites, multiple developers, multiple complex projects that require public/private development.
- 11) Northrup – multiple additional buildings. Need review, comments and approval.
- 12) 241<sup>st</sup> – multiple interested developers for residential and Business Park. Logistics of roads and utilities need to be vetted and discussed to expand development pattern in St. Francis.
- 13) Commercial business wants to build on 47. Working through partnership with private 3<sup>rd</sup> party land owner, legal and infrastructure issues, and city is primary project leader.
- 14) Broadband expansion – west of the urban area. Coordination among the County, Fed funds, and utility providers.
- 15) Highway 47 – kickoff meeting on January 12<sup>th</sup> with scope of work finalized.
- 16) Park Plan – update Council on 1/10 and working to completion.
- 17) Siwek Park – bidding in January and project will be completed in 2022.
- 18) East Shop Site – need to send out RFP for developers and potential developer projects.
- 19) Accessory Dwelling Unit updates to the code and analysis
- 20) Update land use forms for consistency
- 21) Formalize and understand dock and river rules. Increasing questions on the matter.
- 22) Septic letters need to be sent out to owners in spring.
- 23) Small Cell code needs to be developed and implemented

24) Land use process and applications need to be streamlined. Currently the City, BGS, HKGi and Hakanson work through a complicated process spanning 4 organizations through email. Better project management needs to be implemented.

25) All Economic Development Activities – including city and site promotion, financing options and implications, redevelopment programs and opportunities, promotional materials, and all other associated activities.

### **City Administration Current Projects / Issues**

- 1) Two open union contracts. One filed for mediation.
- 2) 6-12 Pre-Architectural Proposals for City Buildings are due on 1/13
- 3) Highway 47 Kickoff Meeting is on 1/12
- 4) Park Plan – refine, communicate to council and work to implement final product
- 5) City needs to upgrade to Microsoft Teams and potentially Smartsheets for project management. Currently, the City uses email and shared folders. These technologies not only need to be learned and taught to staff – the unique applications to city work and projects have to be understood and well thought out prior to implementation. Administrator needs to take the lead.
- 6) Bottle Shop needs to refine promotions, marketing, and inventory controls/management.
- 7) Bridge Street project from 2016 still not final with Anoka County.
- 8) Civil defense planning with public safety in January
- 9) Business Park utilities need to be worked through as stated above. This will be a high level and potentially expensive initiative with several options to work through.
- 10) City is looking at potential options for software integration among departments – (HR, Finance, Permitting, etc.). Currently little integration among software.
- 11) Public Works has several ordinances that they are proposing to update and need processing.
- 12) Coordination with Comm. Dev. on commercial property, 3<sup>rd</sup> party land owner and city for business on Highway 47.
- 13) Coordination with Comm. Dev. on Bridge Street redevelopment projects – legal issues, land/infrastructure issues, and solicitation of developers.
- 14) Broadband expansion project.
- 15) Coordinate riverbank stabilization project with H.A., PW, and Anoka County Conservation District.
- 16) Oversee, advise and direct the records management overhaul currently taking place.
- 17) Inventory, review and advise on cross department communications from the city.
- 18) Be available, work through and advise on issues involving seven departments and contracted services (BGS, Hakanson, and HKGi) – issues can include but are not limited to personnel issues,



procedural issues, financial issues, project management and timelines, review work prior to going to council, work through cross departmental impact, and operational issues.

19) Review history, proposed, trends, finance committee, and overhaul budget and financial picture of the City.

20) Update, review, guide, direct, and process all city business for the City Council.

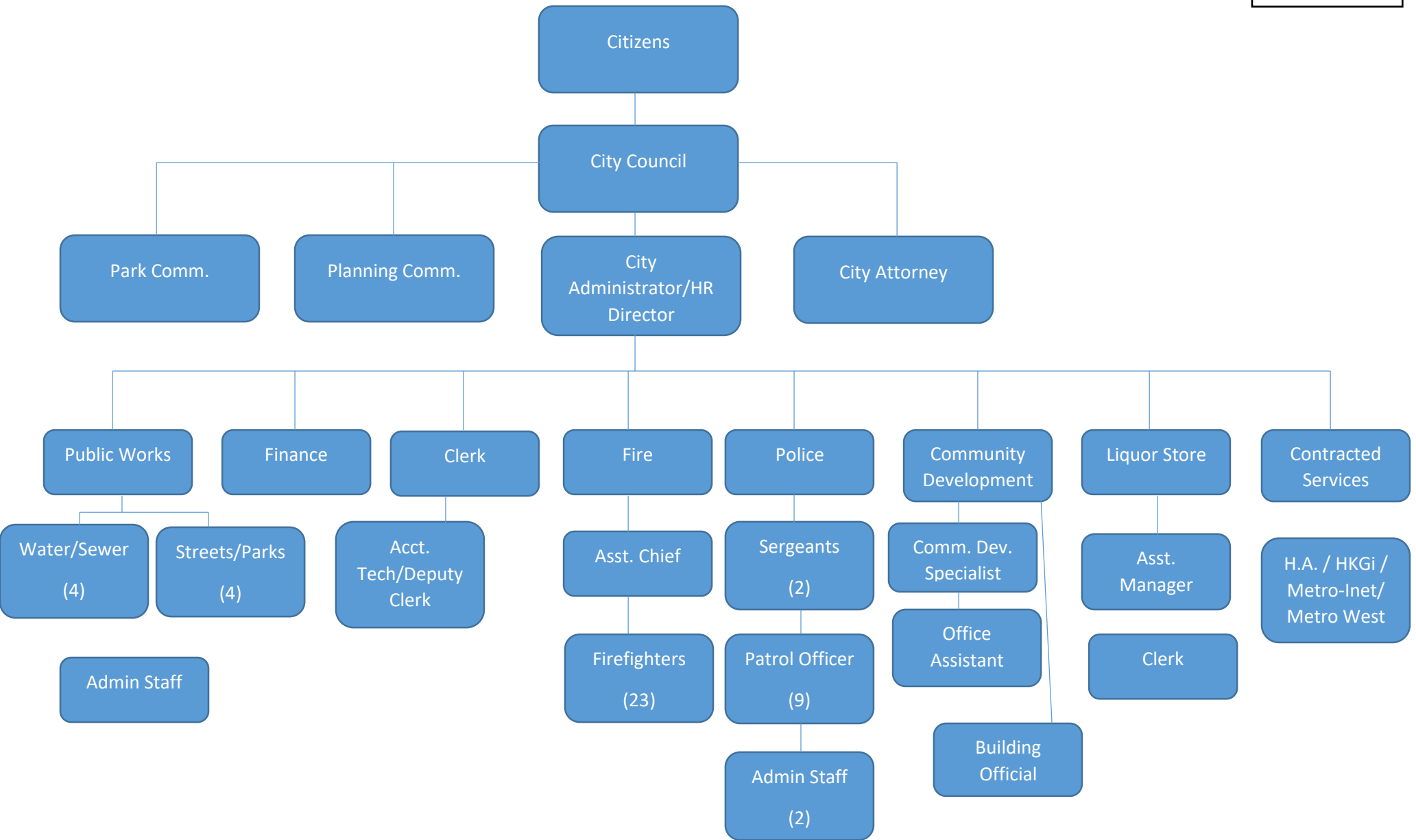
21) All Economic Development Activities – including city and site promotion, financing options and implications, redevelopment programs and opportunities, promotional materials, and all other associated activities.

### **Development Project Timelines**

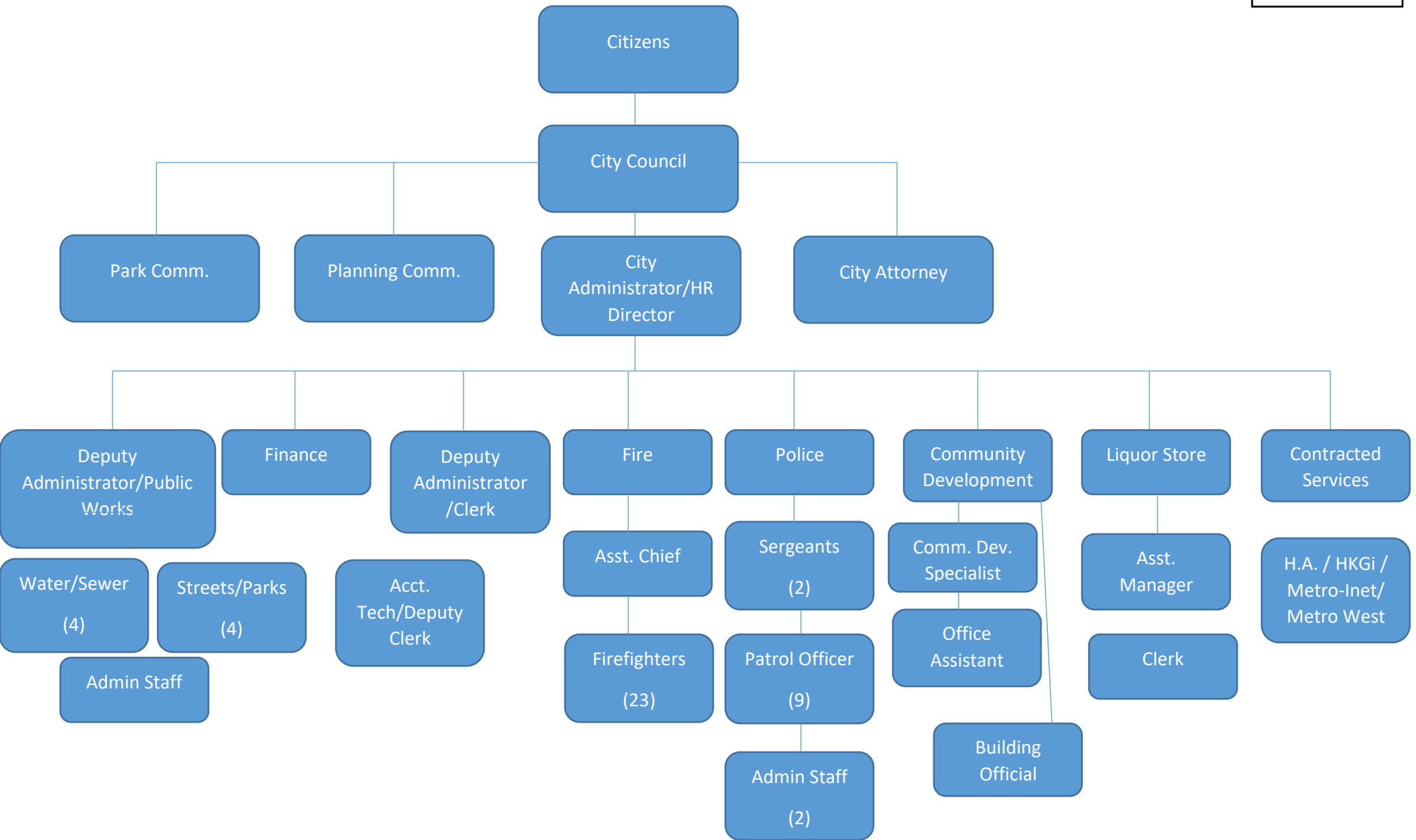
Here is a quick view of how long each project has taken that we have in the pipeline so far. All of these are timed to break ground 2022 or are already in progress. A couple could fall into 2023 like the commercial shop or meadows 4<sup>th</sup> at this rate.

Project timeline examples from first meetings with Staff to current situation:

- Turtle ponds housing development – 2.5 years to date, plan to break ground in 5 months
- 229<sup>th</sup> – housing/commercial lot – 1 year technical assistance, beginning concept discussions with developer
- Vista Prairie – 2 year mark in April 2022 still requires site plan approval
- Green Valley – 1 year to get to preliminary plat, still needs final and precon to break ground
- Rivers Edge – 18 months for first addition, 5 years overall to date
- St. Francis auto expansion – 1.5 years (so far, still working on changes)
- Rita Meadows – 1 year (so far, does not have a site plan approved)
- Meadows 1<sup>st</sup> and 3<sup>rd</sup> - 3 years with Joshua Markum
- Meadows 2<sup>nd</sup>/4<sup>th</sup> – 6 months to date, still requires prelim/final steps
- District 15 site improvement – 1.5 years
- Retail development hwy 47 – six months, has not begun site plan approval process
- Commercial property - hwy 47 – 1 year, has not begun site plan approvals and we need a road
- Platinum properties – 6 months with current developer. Site overall 4 years with owner
- Northrop Grumman expansion - 6 months on most recent – still requires site plan approvals, site continuous improvements and site discussions







City of  
ST. FRANCIS

POSITION PROFILE

Effective Date:	<del>March 2014</del> <u>January 2022</u>		
Position Title:	<u>Deputy Administrator</u> /Public Works Director	Status:	Exempt
Department:	<u>Administration</u> /Public Works	Approved:	_____
Accountable to:	City Administrator		_____

**Primary Objectives**

Performs managerial and administrative work overseeing the operations of the Public Works Department including street and storm sewer system, parks, water treatment plant, wastewater treatment plant and the distribution and collection systems; performs related duties as required. Also provides managerial and administrative work to assist Community Development related infrastructure expansion.

**Supervision Received**

Works under the administrative direction of the City Administrator.

**Supervision Exercised**

Provides general supervision to department staff, either directly or through department supervisors.

**MAJOR AREAS OF ACCOUNTABILITY**

- \* 1. Plans, directs and oversees operations and maintenance of streets, storm sewers, parks, including equipment, buildings, grounds and trails, and the water and wastewater system and facilities.
- \* 2. Supervises staff including: interviewing and recommending hire, training, coaching, providing direction, assigning and reviewing work, evaluating performance and recommending or administering reward and discipline.
- \* 3. Assists and oversees department supervisors in the exercise of all personnel functions; ensures labor agreements, safety rules and practices and personnel policies are enforced.
- \* 4. Establishes, implements and enforces departmental policies and procedures and long and short-term goals and ensures their implementation.
- \* 5. Reviews division budget requests and develops and submits the operational budget and CIP requests for the Department to the City Administrator for approval.



- \* 6. Confers with engineers, developers, city officials, and the public in the development of long-range plans and programs and directs and oversees long-range maintenance and facility upgrades.
- \* 7. Handles complaints and resolves citizen concerns in a manner to encourage cooperation and community acceptance of municipal policies and activities.
- \* 8. Oversees inventories of equipment, materials and supplies; prepares and reviews bid specifications, and authorizes purchases in accordance with the approved budget and the authorized spending limit; brings unanticipated items or large purchases to the City Administrator for approval.
- 9. Analyzes and recommends, when appropriate, rates or charges for goods or services sold or performed by the City to outside entities.
- \* 10. Oversees grant preparation and ensures the terms of grants are met; manages the use of state aid monies and PAC funds.
- \* 11. Oversees the WWTF operations to ensure the highest quality discharge effluent.
- \* 12. Oversees the WTP operations to ensure proper operation and highest quality safe drinking water.
- \* 13. Reviews monthly, bi-annual and annual reports and recommends operational changes as appropriate.
- \* 14. Works with outside agencies such as the MPCA, EPA, the Department of Health and DNR; oversees completion of required reports and forms and ensures proper records are maintained.
- \* 15. Negotiates and determines solutions for controversial problems with consultants, contractors and the general public, under the direction of the City Administrator.
- 16. Enforces union contract provisions, personnel policies, safety rules and practices.
- \* 17. Works with engineers, consultants, developers, contractors and other City departments to resolve issues and ensure high quality, cost-effective services.
- \* 18. Works with City Engineers and Planners to establish and enforce City Development Standards for consistent building and construction within the City.
- \* 19. Oversees and advises staff on difficult or unusual problems and communicates regularly with the department supervisors to share information and discuss solutions to problems or plans for change.
- \* 20. Develops and maintains a positive, productive working environment so personnel are motivated to perform to the best of their abilities; facilitates cross-training among employees to improve the overall efficiency of department operations.
- \* 21. Coordinates activities with other departments and contracted services to avoid work delays and service interruptions.
- \* 22. Ensures facilities and equipment are inspected according to guidelines and accurate records and maintained; prepares reports and keeps the City Administrator informed of any pertinent issues.

- \* 23. Establishes and maintains a system for public works emergencies and makes arrangements for back-up assistance in the event of system or major equipment failure.
- \* 24. Identifies potential risks and establishes security measures in accordance with requirements of the Department of Homeland Security.
- \* 25. Attends and participates at meetings of the City Administrator, City Council, Commissions and agencies as requested.
- \* 26. Staff lead on infrastructure expansions projects such as broadband, road projects, parks and infrastructure expansion related to community/economic development.
- \* 27. Other cross departmental, infrastructure related projects and tasks such as capital planning and related matters.
- \* 28. Performs other duties as needed or assigned.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

- \* ➤ Considerable knowledge of the repair, maintenance and operations associated with municipal water distribution and treatment and wastewater collection and treatment systems.
- \* ➤ Considerable knowledge of street, storm sewer and park maintenance operations, equipment, tools, materials and processes.
- \* ➤ Considerable knowledge of safety laws and requirements affecting the operations of a municipal street and park maintenance system including traffic laws, ordinances and regulations involved with safety street sign placement and equipment operations.
- \* ➤ Considerable knowledge of safety laws and requirements and occupational hazards related to the operation of a municipal water and wastewater system.
- \* ➤ Considerable knowledge of budgeting, purchasing, grant management, and financial controls related to areas of responsibility.
- \* ➤ Considerable ability to organize, schedule, prioritize and coordinate the activities of the various divisions within public works and to coordinate that work with construction work being done in the City.
- \* ➤ Considerable ability to supervise, advise and motivate staff and to delegate authority and responsibility in a manner conducive to efficient performance and high morale.
- \* ➤ Considerable ability to develop and maintain accurate records and maps of the infrastructure.
- \* ➤ Considerable ability to express ideas on technical subjects clearly and concisely both orally and in writing and to gain voluntary cooperation.
- \* ➤ Considerable ability to resolve citizen and employee complaints and concerns in accordance with established City policy and/or contracts.
- \* ➤ Considerable ability to communicate effectively, both orally and in writing, and establish and maintain effective working relationships with City Officials, contractors, outside agencies, city staff and the general public.
- \* ➤ Considerable ability to plan for needs and improvement in the operation and see that plans and goals are achieved.
- \* ➤ Considerable ability to research and analyze problems, determine appropriate solutions and ensure the solutions are implemented.
- \* ➤ Working ability to use both large and fine motor skills to manipulate objects requiring manual dexterity and to effectively use a computer with standard office software.



- \* ➤ Working ability to operate a telephone or radio for work calls and to hear employees and citizens.
- \* ➤ Working ability to visually inspect work quality and technical diagrams and maps.
- Working ability to work in unfavorable and adverse weather conditions and environments.
- \* ➤ Ability to respond to emergency 24-hour on call and to determine when to call in staff for emergencies.

## **MINIMUM QUALIFICATIONS**

Bachelor's degree in Public Administration or related field. Two years of experience in local government. Experience in project management, administrative management, infrastructure, community development, or other similar experience desired. Must have five years of experience in public works maintenance, including water and wastewater treatment operations and street maintenance operations, at least two years of which were in a supervisory capacity. Two years of college or vocational/technical training in water and wastewater operations or street construction and maintenance can substitute for two years of the required experience in that area.

Must possess Minnesota Water Operator Class C Licenses and Minnesota Wastewater Operator Class C License, and maintain thereafter.

\* Note: Asterisk items are essential to the job.

City of  
ST. FRANCIS

POSITION PROFILE

Effective Date:	<del>March 2021</del> January 2022	Status:	Exempt
Position Title:	Deputy Administrator/City Clerk	Approved:	
Department:	Administration		
Accountable to:	City Administrator		

Primary Objectives

Performs skilled supervisory and administrative work fulfilling the statutory and charter responsibilities of the office of City Clerk; assists the City Administrator with human resource, finance, clerk and communications~~-and administrative duties~~; performs related duties as required.

Supervision Received

Works under the general and/or administrative supervision of the City Administrator.

Supervision Exercised

Provides general and technical supervision to the ~~Office Assistant~~administrative functions of the city and ~~joint supervision with the Finance Director to~~ the Accounting Technician/Deputy Clerk.

MAJOR AREAS OF ACCOUNTABILITY

- \* 1. Performs all duties and responsibilities as authorized and directed by State Statute, City Code and City Charter, such as accepting, opening and recording bids, affixing the City Seal, administering oaths of office, publishing legal notices, etc.
- \* 2. Plans, directs and oversees ~~City Clerk~~Administrative operations and activities and establishes goals and objectives. Administrative operations include human resources, finance, clerk and communications and related matters-
- \* 3. Provides staff support to the City Council including preparing agendas and Council packets, attending Council meetings and taking minutes, and assisting the City Administrator to carry out the Council directives.
- \* 4. Develops sound record keeping systems and procedures in conjunction with applicable department heads for official City records which encompasses all city departments; researches and retrieves information as needed to conduct City business and maintains the City Code.



- \* 5. Administers elections for national, state, county, municipal and Special District offices in accordance with State requirements and laws.
- \* 6. Certifies official documents, including local approval of special laws pertaining to the City, special assessments to the County Auditor, plats of land within the City, tax levy resolutions, changes in regular municipal election date, voting machine testing and precinct boundary changes.
- \* 7. Executes official papers and documents, including oaths of office and bonds of each municipal official, claims against the City, financial statements, audit reports submitted to the City by the State Auditor's Office, tax settlement receipts for the County Treasurer, and receipts of Court Fines.
- ~~\* 8. Responds to phone and in-person inquiries and requests for information and provides information and assistance on a variety of city issues.~~
- \* ~~89.~~ Manages the approval process for various City licenses; collects information, verifies requirements are met, obtains Police Department recommendation when needed, and issues the license once it is approved.
- \* ~~910.~~ Assists the City Administrator and Finance Director with the Administration Department overall city budget and monitors expenditures throughout the year.
- ~~11. Assists Community Development in assigning house addresses for rural areas and assists in coordinating planning and zoning questions with Community Development.~~
- ~~102. Supervises staff including~~ Manages Human Resources and Administrative functions relating to: interviewing and recommending hire, training, coaching, providing direction, assigning and reviewing work, evaluating performance and recommending or administering reward and discipline.
- \* ~~113.~~ Assists the City Administrator to enforce union contract provisions, personnel policies and safety rules and practices.
- \* ~~124.~~ Conducts research on a variety of issues and prepares reports and recommendations and performs special assessment searches.
- ~~135.~~ Develops and maintains a positive, productive working environment so personnel are motivated to perform to the best of their abilities, primarily in City Hall.
- \* ~~146.~~ Assist the City Administrator with human resource functions such as administering the pay plan and labor agreements, ensuring compliance with pay equity, managing the recruitment and selection process for most City positions, processing worker's compensation and unemployment compensation forms and reports, managing the City's performance evaluation process and maintaining personnel files.
- \* ~~157.~~ Manages the insurance renewal process including working with benefits agents and/or providers, coordinating open enrollment meetings, answering benefit coverage and eligibility questions, and processing employee enrollments and changes.

168. Assures that new policies are distributed to all affected individuals and Personnel Policies are reviewed periodically for updates.

\* 179. Notifies the City Administrator of new Federal and State mandates, rules and regulations affecting general government; drafts ordinances and resolutions for Council approval.

\* 1820. —Acts as the City's designated Data Compliance Official for general City data and personnel data and is the designated Responsible Authority under the Minnesota Data Practices Act; oversees records retention and records management.

~~\* 21. Purchases office equipment and supplies; obtains approval for non-standard items or items over \$500.~~

~~22. Maintains strong ties to the Community and acts as a liaison to the Chamber of Commerce and other community organizations.~~

1923. —Plans City celebrations cooperatively with other City staff and assists with the work required for a successful City event.

204. ~~Works with~~ Assist City Administrator to develop and implement a city communications program and plans that promote the vision, goals and positive image of St. Francis to citizens, business community and other governmental jurisdictions. Notable items include the Newsletter, the city website and social media accounts. This function is coordinated with applicable department heads and across all city departments.

215. Performs other duties as needed or assigned.

## **KNOWLEDGE, SKILLS, AND ABILITIES**

- \* ➤ Considerable knowledge of election laws, City Code, records retention and data practices laws.
- \* ➤ Considerable knowledge of the City Charter, statutory responsibilities of a City Clerk and other legal requirements governing municipal operations.
- \* ➤ Considerable knowledge of budget preparation and administration.
- \* ➤ Working knowledge of the functions, organization, staffing and operations of City Departments.
- \* ➤ Considerable ability to analyze complex information, utilizes resources, develop alternatives and prepare reports.
- \* ➤ Considerable ability to operate standard office equipment using word-processing and spreadsheet software.
- \* ➤ Considerable ability to work cooperatively with other departments to meet the needs of the City Council.
- \* ➤ Considerable ability to communicate effectively and tactfully, both orally and in writing, including making presentations.
- \* ➤ Considerable ability to maintain confidentiality and to read, understand and enforce policies and procedures.
- \* ➤ Considerable ability and to detect and correct errors and to develop and maintain a comprehensive record keeping system.
- \* ➤ Considerable ability to promote and provide excellent customer service, to communicate effectively and tactfully and to maintain effective working relationships with City staff, public officials, commission members, businesses owners, state and county agencies and the public.



- \* ➤ Considerable ability to organize and prioritize work, meet deadlines and to manage multiple tasks in a timely manner.
- \* ➤ Considerable ability to analyze, interpret and apply or enforce the City code and relevant statutory and regulatory requirements.
- \* ➤ Considerable ability to respond to questions and requests for information on a large variety of municipal issues.
- \* ➤ Working ability to sit for long periods of time and to operate a personal computer including word processing and spreadsheet software.
- \* ➤ Working ability to supervise and motivate staff.

### **MINIMUM QUALIFICATIONS**

Bachelor's degree in Public Administration or related field. ~~Five~~ Two years of responsible deputy city clerk experience, or administrative experience that included records management, assisting with elections, providing staff support for local government officials and skilled clerical work. ~~An associate degree or bachelor's degree in public administration or a related field can substitute for two years or four years of experience respectively.~~—Must be able to attain certification as a municipal clerk in the State of Minnesota within three years.

\*Note: Asterisked items are essential to the job.



## CITY COUNCIL AGENDA REPORT

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**TO:** Mayor & City Council  
**FROM:** Joe Kohlmann, City Administrator  
**SUBJECT:** URRWMO Amendments  
**DATE:** January 10<sup>th</sup>, 2022

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**OVERVIEW:**

The Upper Rum River Watershed Management Organization wants cities to consider the attached amendments.

With the exception of the funding formula amendment, these are generally housekeeping items.

**ACTION TO BE CONSIDERED:**

Review and Discuss.

**BUDGET IMPLICATION:**

Potential Funding Formula

Attachments:





MEMO

**To:** Jack Davis, East Bethel Administrator  
East Bethel City Council  
Joe Kohlmann, St. Francis Administator  
St. Francis City Council  
Loren Wickham, Oak Grove Administrator  
Oak Grove City Council  
Nowthen Clerk  
Nowthen City Council  
Ginger Berg, Bethel Administrator  
Bethel City Council  
Denise Webster, Ham Lake Administrator  
Ham Lake City Council

**From:** Upper Rum River WMO Board

**Date:** November 11, 2021

**Re:** URRWMO Joint Powers Agreement

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The Upper Rum River Watershed Management Organization (URRWMO) was formed through a joint powers agreement (JPA) of six member communities. Among the duties of the URRWMO is periodically recommending JPA updates to the member communities. Attached is a marked-up version of the JPA with recommended amendments.

The JPA is more than 30 years old. While there have been minor amendments several times, portions of the JPA remain operationally clumsy or out of date. The URRWMO board has reviewed possible updates and selected those which we believe are most important for member cities to consider. Our comments are intended to be a plain language. If those changes have support, we expect the communities' legal counsel would craft language that achieves the desired outcomes.

Review and any action on these recommendations will require leadership from the cities. The URRWMO board believes it is their duty to provide recommendations, but not drive the process. This is the cities' agreement. A staff person from one or more communities is needed to coordinate any amendment process.

In summary, the recommended amendments are:

- a) **Update statutory references.** The JPA quotes state statute I multiple places. Some statutes have changed. Others may in the future. To make the agreement more durable, we recommend replacing these quotes with a reference to the statute number “and future updates.”
- b) **Audit frequency.** State statute and rule require an audit every five years for organizations such as the URRWMO that are below certain budgetary thresholds. The JPA requires annual audits. We feel audits every five years are sufficient. Our last audit cost \$1,100. The URRWMO has <20 transactions per year. Financial reports are provided annually to the state and cities.
- c) **Budget ratification process.** The JPA requires unanimous ratification of annual URRWMO budgets. When a community fails to respond the budget cannot be approved. We recommend adding a provision that a city’s failure to respond to a budget ratification request within 60 days constitutes approval.
- d) **Definition of “operating expenses” in budgets.** In 2019 the City of Ham Lake brought forward concerns about which expenses are split equally amongst communities (operating expenses). The definition of those “operating expenses” is poorly defined in the JPA. Through discussion, representatives from all communities agreed to a better working definition. Now, we believe it is appropriate to formalize those in the JPA.

**Definition of operating expenses with recommended changes shown:**

*Operating Budget - 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. The administrative fee may include fees for general administrative services, annual reporting to the State and member communities, required public notice postings, and required advertisement for bids for secretarial or administrative professional services.*

The following process to proceed with our recommendations may be helpful:

1. **City staff review** - URRWMO representatives are happy to review the recommendations in a single meeting with staff from all six communities. Defining who will lead the next steps will be an outcome of this meeting.
2. **Work session by each community’s elected officials** to review recommendations and voice their desires.
3. **Attorney team** of legal council from each community drafts JPA amendments. One lead attorney who does most drafting is likely needed. Communities should consider now that there may be upcoming legal expenses.
4. **City council reviews.**
5. **Approvals** by each community.

Any amended JPA must be approved by all six member communities. It’s reasonable to think that amending the JPA will take 6+ months.



Markups on this document are draft amendment recommendations consistent with  
URRWMO Board on 11/9/2021.  
Last update: 11/10/2021

AMENDED  
MAY 2010

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 and implement a Watershed Management Plan in accordance with MN Statutes 103B.201 to 103B.253 and MN Rules 8410, 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

**Commented [JS1]:** Directly reference the proposes of WMOs in statute rather than in this document.

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 dues-paying party shall have one (1) vote. Representatives 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 and other reasons shall be filled in accordance with MN Statute 103B.227 subd 1 and 2 or as subsequently amended, 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.

**Commented [JS2]:** Add direct reference to the notice publication requirements in MN Stat. 103B.227 subd 1 and 2 or as subsequently amended.



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 10<sup>th</sup> 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 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 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 10<sup>th</sup> 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.211-201 through 103B.255-253 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 and MN Rules 8410 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;~~

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- ~~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.~~

**Commented [JS3]:** Delete to avoid any conflict with future law changes. Replace A-H below with a reference to state statute.

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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 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 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:**

**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 by any party or pay its share of the budget by any party to this Agreement shall be subject to the procedures in Section 3.6 within 60 days of receipt constitutes approval.

Each party shall contribute funds toward the budget according to the following methods:

Work Plan Costs –  $((PA / WA) + (PV / WV)) / 2$  = 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. The administrative fee may include fees for general administrative services, annual reporting to the State and member communities, required public notice postings, and required advertisement for bids for secretarial or administrative professional services.

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 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 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 at the frequency required by state statute or rule 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. Inclusion in the URRWMO Watershed Management Plan;

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

DB. 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 beyond the boundaries of the party in which the improvement is to be established, 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 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 grant funds as a cost-share project, the Organization may apply. Any local matching funds committed must be in an approved Organization budget, in the Organization's Watershed Management Plan, or secured by a written commitment from other sources. the Organization may undertake a proposed work of improvement for the area, subject to Organization recommendation to and

**Commented [JS4]:** Section 3.5 is an erroneous reference. That section is not germane to this topic. Delete reference.

**Commented [JS5]:** Recommend removing the requirement for the WMO to get all communities' approval to pursue a grant. Most grant application timelines are too short (~2mo) to allow this process. Every grant the URRWMO has ever pursued has been for a project in the watershed plan.



~~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 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 the Organization as a certificate holder.

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 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 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 \_\_\_\_\_, 2010.

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 \_\_\_\_\_, 2010.

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 \_\_\_\_\_, 2010.

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 \_\_\_\_\_, 2010.

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 \_\_\_\_\_, 2010.

CITY OF OAK GROVE

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

By: \_\_\_\_\_  
City Administrator / City Clerk



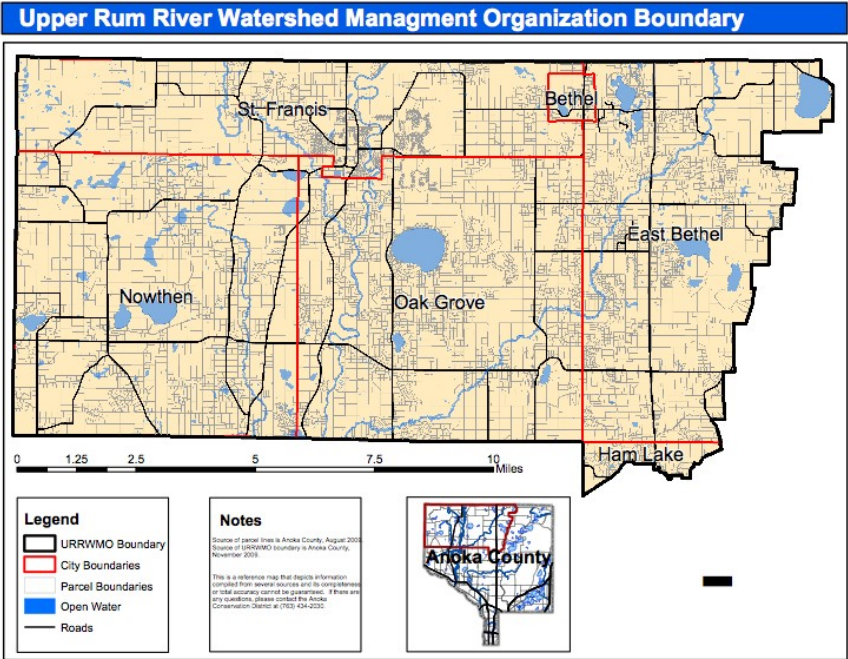
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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.