

CITY OF TONKA BAY
AGENDA
June 23, 2015
7:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA

All matters listed within the Consent Agenda are considered to be routine items to be enacted upon by one motion by the City Council. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.

- A. Regular Meeting Minutes of June 9, 2015
- B. Public Works Summer Hours
- C. Financial Report

5. MATTERS FROM THE FLOOR **Maximum time of five minutes per person***

6. SPECIAL BUSINESS
 - A. LMCD Update, 2016 Budget
 - B. Tour de Tonka

7. PUBLIC HEARINGS
None

8. OLD BUSINESS
 - A. MnWARN Membership
 - B. Deer Feeding – Additional Information

9. NEW BUSINESS
 - A. City Hall Fence

10. MATTERS FROM THE FLOOR **Maximum time of five minutes per person***

11. REPORTS
 - A. Administrator's Report –
 - B. Jeff Anderson - Finance, Fire Lanes and Public Access, Technology
 - C. Elli Ansari – EFD, Sanitation and Recycling, Southshore Community Center
 - D. Jonathan Grothe – Building Inspection, Municipal Buildings and Grounds, LMCC
 - E. Jeff Clapp - Parks and Playgrounds, LMCD, Commercial Marinas, Municipal Docks
 - F. Attorney's Report
 - G. De La Vega - Public Works, SLMPD, Administration

12. CLOSED SESSION

13. ADJOURNMENT

<p>*For individuals who wish to address the Council on subjects which are not a part of the meeting agenda. Typically, the Council will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future Council action.</p>

CITY OF TONKA BAY ITEM NO. 4A

MINUTES TONKA BAY CITY COUNCIL REGULAR MEETING June 9, 2015

1. CALL TO ORDER

The regular semi-monthly meeting of the Tonka Bay City Council was called to order at 7:00 p.m.

2. ROLL CALL

Members present: Mayor De La Vega, Councilmembers Ansari, Clapp and Grothe. Councilmember Anderson was absent. Also present were City Administrator Crawford, City Attorney Penberthy, and Public Works Superintendent Bowman.

3. APPROVAL OF AGENDA

Clapp moved to approve the agenda as submitted. Ansari seconded the motion. Ayes 4. Motion carried.

4. CONSENT AGENDA

Clapp moved to approve the consent agenda as presented approving:

A. Regular Meeting Minutes of May 26, 2015 as amended: Page 2, second sentence – he noticed the water fund totals were significantly less than the prior year; Page 3, 8A, second paragraph, prohibiting deer feeding was the highest action on the survey; Page 5 of 6, a job opening advertisement has been placed to replace the Interim Police Chief. Ansari seconded the motion. Ayes 4. Motion carried.

B. City Planner Transition

Crawford stated we currently use WSB for our Engineering services. Our current Planner, Kelsey Johnson, has elected to not return to work following maternity leave. WSB is proposing that Erin Perdu be appointed to the position.

De La Vega stated he has asked staff to monitor the Planner closely as time progresses.

Clapp moved to approve the City Planner Transition plan. Grothe seconded the motion. Ayes 4. Motion carried.

5. **MATTERS FROM THE FLOOR**

None

6. **SPECIAL BUSINESS**

None

7. **PUBLIC HEARINGS**

None

8. **OLD BUSINESS**

A. **Summer Hours for Public Works**

Bowman stated the letter from the Union is available now. He asked the City Attorney for his input. Penberthy stated it is something that we would really like to do, but Council needs to know some of the background. He reviewed the current union agreement. He stated we need to search for some way to amend the union contract, and the proposal permitted is not permissible. He discussed the need to pay overtime and noted the Council can do what they want to do but would need to pay the overtime.

Bowman stated it gets down more to a contractual deal the way it is written. Penberthy stated the provided Memorandum of Understanding is an amendment to the union contract.

Mike Wegner, Staff Member stated there was a verbal agreement when the last contract was negotiated to allow this on a trail basis. Nothing ever came of it.

De La Vega stated the issue Penberthy brings up is that we violate the contract if we do this.

Grothe asked if there is a way to amend the Contract. Penberthy stated the Contract is clear that both parties waive the right to amend it during its life which ends 12-31-16. Part of the reason for having a waiver is to have the terms set until the Contract expires. It is language that is usually in a contract.

Clapp asked for clarification of the statement in the Memorandum of Understanding indicating that the Union is in favor of whatever Mike and Todd want. Penberthy believed someone was told that. The Memorandum of Understanding that we have right now refers to the overtime itself. If we were to go along with that, we still face the issue of overtime.

De La Vega stated there are no potential reopening points for a new Contract at this time. He stated sometimes there are reopeners for health benefits.

Ansari asked what the math on the cost of overtime would be. Penberthy stated we could calculate the dollars and figure out the cost of going with a different schedule. The cost could then be balanced to the benefit of the City.

Ansari asked if there could be parameters for summer hours. Penberthy stated that could be done. The City has the authority under the existing contract to do that.

Clapp asked how other cities are doing that. De La Vega stated it was negotiated up front. Penberthy stated this is something we could include in the next union contract. Councilmembers calculated the cost of additional overtime for working over eight hours a day. Grothe stated in future negotiations this item could be addressed.

Clapp moved to change the schedule for the two Public Works employees (four 9-hour days and one 4-hour day) and allow up to four hours each for each of the two employees for overtime every week until Labor Day until the next union contract is negotiated. An additional option to use comp time was discussed at the discretion of the Public Works Superintendent. Grothe seconded the motion. Ayes 4. Motion carried.

B. MnWARN

Marty Glynn, MnWARN Regional Director discussed the history of the MnWARN program since its inception following Hurricane Katrina. He also discussed the mission to bring in help during times of need. He stated the last major event was last year when there were heavy rains throughout Minnesota. He stated there is also an emergency contact network; whereas, MnWARN is here to help right away. The activation process goes through the State of Minnesota Duty Officer who will then contact a Regional Director. He explained how the MnWARN network responds to any given event. He noted that even during non-events, Tonka Bay is allowed to borrow equipment from other MnWARN members.

Clapp stated it is a great program and he supported it.

Ansari asked how long it took to initially set up the program. Glynn discussed the inception in 2006. He also noted the first event was in 2010 and discussed the great response to the program.

De La Vega asked what would be needed for activation. Glynn stated a phone call. If necessary, formal action could be taken to declare an emergency after the activation.

Wegner stated he really believes in MnWARN. He stated he knows there is a mutual aid agreement with local cities. He was concerned about what would happen when he is working alone during a local event and nearby cities are busy.

Penberthy stated it looks like a resolution is needed to authorize the execution of the agreement. De La Vega stated that can be brought back to the next meeting.

C. Deer Feeding

Crawford stated at the last meeting staff was directed to format the language from the City of Shorewood relating to deer feeding in Tonka Bay. The ordinance language has been included and asked for feedback.

De La Vega asked if there were any additional comments from the Council. Grothe stated he is mixed in some respects and questioned the purpose of whether increased population of deer should be a consideration. He also believed the sentence relating to distance should also be changed.

De La Vega discussed proposed changes to the language. He suggested the language be streamlined and minimized down to the core to address safety and disease issues.

De La Vega stated he believed there are MCWD ordinances that restrict the location of feeding devices. It is possible to enforce this in an indirect way and asked for input.

Ansari stated she would like to see the possibility of keeping this alive by enforcing it through an MCWD ordinance. She was concerned about whether the deer problem is affecting more than a few areas in the City.

De La Vega stated it is a concern we have and an issue we have to deal with.

Ansari suggested considering other enforcement alternatives.

De La Vega stated the Shorewood example may be a violation of buffers. We can't always rely on other cities' ordinances to take care of our situations.

Grothe stated he liked doing the ordinance because Shorewood is our land neighbor. We are defeating their ordinance by not having one as well. Ansari agreed if we were experiencing major issues in other parts of the City.

De La Vega stated the survey garnered the most response for deer problems. He asked if there are any concerns about having an ordinance.

Clapp stated he is opposed to having a deer feeding ordinance. He believed residents should be able to do what they want to do on their own property.

Penberthy stated in the past the City has reached out to homeowners associations to see if they want to take up the issue on their own agendas. The theory is that is the governing body of a neighborhood.

De La Vega suggested as a first step to do the proposed language changes, look at the Watershed ordinance, the City's wetland buffer zone ordinance, and continue to debate this topic. We also need to put in front of the homeowners' associations.

Ansari asked if we should reach out to Shorewood for information on enforcement issues and/or concerns.

De La Vega stated this item will be reviewed again at the next meeting as well as the information from MCWD and enforcement information from Shorewood.

Councilmembers discussed wetland delineation, buffer determination, and the enforcement process for violations.

Dean Pierson, 115 West Point Court understood the reluctance to have more laws. He knows of two people who are feeding deer. He stated he talked to someone at Shorewood City Hall who indicated they have had two

complaints in six years. They have had very minimal problems with the enforcement.

9. **NEW BUSINESS**

A. **Continued First Reading – Section 910 Amendments**

De La Vega stated he understood this was two separate problems. On the one hand, the police are saying they feel they cannot enforce the signage stating the resolution number. The language that our prosecuting attorney is proposing is less definitive than it needs to be. It doesn't define the area in question or the trailer definition. Will we solve this problem if we change the resolution to an ordinance?

Penberthy stated we have a situation where the officers get complaints on boat parking. They will not issue tickets because the prohibition is based on a resolution instead of an ordinance. The prosecuting attorney is also saying that what we have is not working. We rely upon the police and the prosecutor to be our experts. They are saying do an ordinance, this is how to do it, and if it is done this way, we can enforce and prosecute.

Crawford noted from her e-mails that the police do not have an ordinance number to put on the ticket. Penberthy discussed the enforcement issue. He discussed how the issue was first raised prior to the adoption of the resolution.

Councilmembers discussed how the environment has changed over the years. In the past, there were more trailers on the streets. They also discussed trailer parking on private properties and setting a time limit when trailers can be parked.

Penberthy stated the problem is an officer may have one problem in three years and cannot issue a ticket. He stated that is why we need to have information on violation history.

Grothe stated he thought the language is over complicating the situation.

De La Vega suggested a resolution refer back to an ordinance. Penberthy stated it wouldn't pass muster because you can all enact an ordinance under statutory rules.

De La Vega stated the first step is to have the officer tell the trailer owner to move the trailer.

Grothe stated he would like to table this and bring it back if we hear there is an issue.

De La Vega suggested we have a conversation with police officers and our prosecuting attorney regarding interpretation.

- B. Temporary/Seasonal Outdoor Sales Permit – Untiedt’s Garden Market**
Clapp moved to approve the request for a temporary/seasonal outdoor sales permit for Untiedt’s Garden Market. Grothe seconded the motion. Ayes 4. Motion carried.

- C. Excelsior Fire District – 2016 Draft Budget**

Ansari stated information is being brought forward faster this year. She stated the proposed budget is only 1.5% increase for the City, or about \$2,400. She stated the EFD will become tax exempt in July of 2017.

Ansari discussed the possibility of sharing an administrative employee with Chanhassen so that the person would become full time between the two positions.

De La Vega stated he would like more clarification on the cost of benefits for the position. He stated it will cost us more in insurance and benefit costs. In practical reality, what is the plan when Chanhassen hires a full time person, and this person goes back to part time for EFD alone?

Councilmembers discussed proposed salary increases.

De La Vega stated there are no changes in equipment and staffing to address the changing environment which is now fifty percent medical calls.

Councilmembers discussed proposed staff additions.

Ansari stated there is a need for a larger discussion about the future of the EFD.

De La Vega stated the budget does not address the new environment of the fire department. On a different note, the EFD Relief Association is required to have an audit, and they’ve decided the cities should pay for it.

Ansari stated the Board had suggested the Relief Association pay half.

De La Vega believed any extra we have to pay for the pension fund is a slap in the face after the way we were treated last year.

This item will be discussed at a future Council meeting.

10. MATTERS FROM THE FLOOR

None

11. REPORTS

- A. **Administrator** – Crawford stated there will be a Lake Minnetonka regional trail work session on June 17. There will be an open house on Wednesday, July 15. De La Vega stated he believed experts should make the decision about the right option for a crossing rather than have residents vote on what they want. Crawford stated the police chief hiring process will begin on June 17. A DRC meeting was held to review various applications. A quarterly summary of all permits will be provided if the Council agrees at future meetings.
- B. **Anderson - Finance, Fire Lanes and Public Access, Technology** – absent
- C. **Ansari – EFD, Sanitation and Recycling, Southshore Community Center** – no report
- D. **Grothe – Building Inspection, Municipal Buildings and Grounds, LMCC** – no report
- E. **Clapp - Parks and Playgrounds, LMCD, Commercial Marinas, Municipal Docks** – no report
- F. **Attorney's Report** – no report
- G. **De La Vega - Public Works, SLMPD, Administration** – De La Vega stated he will be meeting with area mayors to discuss closed session item. De La Vega stated there are Plant Place signs on the fence at Tonka Village. The other ones we've had questions about are the signs at the bus garage. Grothe stated there are also banners at the Danberry Building. Crawford will research the topic.

12. ADJOURNMENT

There being no further business, it was moved by Grothe to adjourn the meeting at 9:10 p.m. Ansari seconded the motion. Ayes 4. Motion carried.

Attest:

Clerk



CITY OF TONKA BAY

4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994
www.cityoftonkabay.net

ITEM NO. 4B

Memo

To: Mayor and City Administrator
Lindy Crawford, City Administrator

From: Robin Bowman, Public Works Superintendent

Date: June 23, 2015

Re: Summer Hours for Public Works

Per Council direction, I will go ahead with the proposed summer hours for Public Works. The summer hours will run Memorial Day through Labor Day and consist of 4 days at 9 hours Monday-Thursday and then a 4-hour day on Friday. Hours over 8 hours of actual time worked have the option of overtime or comp time per the Public Works Superintendent's discretion. Vacation and sick leave hours are paid at straight time. Holidays are paid at 8 hours of straight time.

After talking with our Bookkeeper, it would work out best to start on a new pay period and that will be on the 22nd of June through Labor Day (September 7, 2015) and Memorial Day (May 30, 2016) through Labor Day (September 5, 2016). As a side note, this may be added to the union contract in December of 2016.

Our current working day is 6:00 a.m. until 2:00 p.m. We do not take lunch, and we have combined our two 15-minute breaks to one 30-minute break at 9:00 a.m. We will still take the one break but it will move to 9:30 a.m. Our start time will be 5:30 a.m. until 2:30 p.m. with "no lunch break".

The summer helpers and I will follow our summer hours. Staff has asked me to please pass along a big "Thank You" to the Mayor, Council, City Attorney and City Administrator for allowing us to have summer hours, as well as me.

FINANCIAL REPORT
May 31, 2015

CITY OF TONKA BAY
ITEM NO. 4C

FUND#	FUND NAME	4M Fund		Managed Investments		FUND BALANCE
		0.02% CHECKING	0.05% SAVINGS	0.06% SAVINGS	CD's	
101	General Fund	11,111.98	3,470.90	1,883.38	293,850.00	310,316.26
301	Woodpecker Ridge Road Fund	0.00				0.00
406	Southshore Comm Ctr Fund	3,834.00				3,834.00
407	Park Fund	1,631.92	0.00			1,631.92
408	Manitou Seawall Fund	2,727.55				2,727.55
409	Capital Improvement Fund	14,340.88				14,340.88
411	Water/Sewer Reserve Fund	328,460.50	9,858.06	1,697.70	294,000.00	634,016.26
601	Water Operating Fund	(3,138.35)				(3,138.35)
602	Sewer Operating Fund	178,602.50	5,671.55	1,411.51	205,600.00	391,285.56
603	Garbage Fund	102,226.04			25,425.00	127,651.04
609	Liquor Store Fund	(3,972.32)		1,737.19	309,000.00	306,764.87
617	Municipal Dock Fund	101,387.69			127,125.00	228,512.69
651	Storm Water Drainage Fund	90,592.74				90,592.74
652	Recycling Fund	(30,626.76)				(30,626.76)
653	Antenna Fund	54,797.30				54,797.30
654	PEG Fund	5,603.13				5,603.13
		857,578.80	19,000.51	6,729.78	1,255,000.00	2,138,309.09

Current interest rate

INVESTMENTS

May 31, 2015

DUE DATE	FUND	CUSIP	LOCATION	AMOUNT	INTEREST RATE
3/23/2016	Gen Fund-101	48125T5C5	UBS Step CD-JPMorgan Chase Bk	96,000.00	1.25
3/23/2016	Liquor Fund-609	48125T5C5	UBS Step CD-JPMorgan Chase Bk	104,000.00	1.25
7/25/2016	Sewer Fund-602	38143AXJ9	UBS CD-Goldman Sachs Bank NY	200,000.00	1.40
8/3/2017	Water/Sewer Reserve-411	36160NQX0	UBS CD-GE Cap Retail	150,000.00	1.75
8/3/2017	Liquor Fund-609	36160NQX0	UBS CD-GE Cap Retail	75,000.00	1.75
7/20/2018	Gen Fund-101	36160WS59	UBS CD-GE Capital Fin UT	100,000.00	2.00
7/20/2018	Liquor Fund-609	36160WS59	UBS CD-GE Capital Fin UT	100,000.00	2.00
12/5/2018	Gen Fund-101	8562843F9	UBS CD-State Bank of India	87,875.00	2.00
12/5/2018	Dock Fund-617	8562843F9	UBS CD-State Bank of India	127,125.00	2.00
12/10/2019	Gen Fund-101	17284C5S9	UBS CD-Cit Bank UT	9,975.00	2.15
12/10/2019	Water/Sewer Reserve-411	17284C5S9	UBS CD-Cit Bank UT	144,000.00	2.15
12/10/2019	Sewer Fund-602	17284C5S9	UBS CD-Cit Bank UT	5,600.00	2.15
12/10/2019	Garbage Fund-603	17284C5S9	UBS CD-Cit Bank UT	25,425.00	2.15
12/10/2019	Liquor Fund-609	17284C5S9	UBS CD-Cit Bank UT	30,000.00	2.15
	Timed Investments			1,255,000.00	
	General Fund-101		Money Market Acct-4MP	3,470.90	0.05
	Water/Sewer Reserve-411		Money Market Acct-4MP	9,858.06	0.05
	Sewer Operating-602		Money Market Acct-4MP	5,671.55	0.05
	General Fund-101		UBS Select Prime	1,883.38	0.06
	Water/Sewer Reserve-411		UBS Select Prime	1,697.70	0.06
	Sewer Operating-602		UBS Select Prime	1,411.51	0.06
	Garbage Fund-603		UBS Select Prime	0.00	0.06
	Liquor Fund-609		UBS Select Prime	1,737.19	0.06
	Dock Fund-617		UBS Select Prime	0.00	0.06
	Cash available for Investments			25,730.29	
	Timed Investments & Cash Total			1,280,730.29	

CITY OF TONKA BAY
Accounts Payable Verified Accounts

June 23, 2015

Date	Check	Payee	Description	Amount	General	Sewer	601 Water
5/28/2015	3518-3525	PR11 Wages	Payroll from 05/11/2015 to 05/24/2015	8,602.38	4,817.33	1,806.50	1,978.55
5/28/2015	1035524e	FIT	Payroll from 05/11/2015 to 05/24/2015	3,566.01	1,996.97	748.86	820.18
5/28/2015	446016e	SIT	Payroll from 05/11/2015 to 05/24/2015	632.17	354.02	132.75	145.40
5/28/2015	331991e	PERA	Payroll from 05/11/2015 to 05/24/2015	1,792.24	1,003.65	376.37	412.22
5/28/2015	052815e	Voya - MSRS	Payroll from 05/11/2015 to 05/24/2015	125.00	125.00		
5/28/2015	060115e	Nationwide	Payroll from 05/11/2015 to 05/24/2015	175.00	175.00		
5/28/2015	20224	Alden Pool	Payroll from 05/11/2015 to 05/24/2015	138.00	138.00		
5/28/2015	20225	AmeriPride	Crescent Beach umbrella uniforms	61.45	30.73	15.36	15.36
5/28/2015	20226	BCBS	2015 June health insurance truck decals	5,871.18	5,871.18		
5/28/2015	20227	CD Products inc	water plant chemicals	319.00	319.00		
5/28/2015	20228	DPC Industries	water plant chemicals	155.14			155.14
5/28/2015	20229	DTS	computer	700.00	700.00		
5/28/2015	20230	ECM Publishers	PHN - Sec 910 trailer parking	39.10	39.10		
5/28/2015	20231	Hawkins	water plant chemicals	392.75			392.75
5/28/2015	20232	HealthPartners	2015 June dental insurance	442.26	442.26		
5/28/2015	20233	Integra Telecom	telephone	198.07	154.51		
5/28/2015	20234	Mediacom	online service 5/22-6/21/15	54.95	54.95		
5/28/2015	20235	Menards EP	pw & park supplies	186.09	186.09		
5/28/2015	20236	Metro Council	2015 Jun wastewater service	15,424.42	15,424.42		
5/28/2015	20237	Metro West Inspections	2015 Apr bldg inspection & plan reviews	726.19	726.19		
5/28/2015	20238	Minnesota/Wisconsin Playground	volleyball & tennis nets	903.00	903.00		
5/28/2015	20239	Olsen Chain & Cable	buoys repairs, hook for sewer truck	417.64	389.68	27.96	
5/28/2015	20240	SLMPD	2015 Apr processing fees	253.84	253.84		
5/28/2015	20242	Storms Welding	fuel tank repairs, bucket retro fit new backhoe	1,573.30	944.08	314.61	314.61
5/28/2015	20243	Sun Life Financial	2015 Jun life insurance	73.75	73.75		
5/28/2015	20244	Tonka Printing	business card L Crawford	56.15	56.15		
5/28/2015	20245	Towmaster	box & crane for new F350 truck	15,119.00	15,119.00		
5/28/2015	20246	Waconia Farm Supply	park supplies, fuel mix	148.65	133.80		14.85
6/11/2015	3526-35	PR12 Wages	Payroll from 05/25/2015 to 06/07/2015	9,112.47	5,102.98	1,913.62	2,095.87
6/11/2015	965895e	FIT	Payroll from 05/25/2015 to 06/07/2015	3,684.05	2,063.07	773.65	847.33
6/11/2015	823040e	SIT	Payroll from 05/25/2015 to 06/07/2015	648.82	363.34	136.25	149.23
6/11/2015	333520e	PERA	Payroll from 05/25/2015 to 06/07/2015	1,874.34	1,049.63	393.61	431.10
6/11/2015	061115e	Voya - MSRS	Payroll from 05/25/2015 to 06/07/2015	125.00	125.00		
6/11/2015	061215e	Nationwide	Payroll from 05/25/2015 to 06/07/2015	175.00	175.00		
6/11/2015	960512e	MN Dept of Revenue	2015 May sales & use tax uniforms	1,328.00	1,241.00	14.95	87.00
6/11/2015	20247	AmeriPride	park sanitation	59.80	29.90		14.95
6/11/2015	20248	Biffs	drinking fountain parts	145.10	145.10		
6/11/2015	20249	Bohlmann Inc	utility	154.96	36.77		118.19
6/11/2015	20250	CenterPoint Energy	computer support 5/22-6/21/15	360.00	360.00		
6/11/2015	20251	DTS	2015 Qtr2 newsletter postage	180.00	144.00	18.00	
6/11/2015	20252	Excelsior Postmaster	2015 May Henn swm fee report	1,119.31	1,119.31		
6/11/2015	20253	Henn Co Public Works					

CITY OF TONKA BAY
Accounts Payable Verified Accounts

June 23, 2015

Date	Check	Payee	Description	Amount	General	Sewer	Water
6/11/2015	20254	ICMA	2015 Membership L Crawford	402.19	402.19		
6/11/2015	20255	Bill Jensen	75 Pleasant Ln E sewer cleaning	299.00		299.00	
6/11/2015	20256	Marie Jensen	2015 May janitorial service	275.00	275.00		
6/11/2015	20257	Lake Restoration Inc	Wekota Beach weed control	671.50	671.50		
6/11/2015	20258	MCFOA	Jul2015-Jun2016 membership for C Link	35.00	35.00		
6/11/2015	20259	Menards EP	parts for new F350	63.97		63.97	
6/11/2015	20260	Minnesota Pipe & Equip	part for co2 injector	82.13			82.13
6/11/2015	20261	MN Dept of Health	2015 Q2 water supply connection fee	1,093.00			1,093.00
6/11/2015	20262	MN Teamster 320	2015 Jun union dues	138.00	138.00		
6/11/2015	20263	Navarre True Value	filter in water plant & co2 injector parts	81.11			81.11
6/11/2015	20264	North American Safety Inc	marking paint	6.00	2.00	2.00	2.00
6/11/2015	20265	Northern Tool	fuel supplies and hitch adapter	681.92	320.97	200.47	160.48
6/11/2015	20266	Office Depot	building supplies	74.97	74.97		
6/11/2015	20267	Olsen Chain & Cable	parts for buoys	33.96	33.96		
6/11/2015	20268	Penberthy Law Office	2015 May legal services	1,178.00	1,178.00		
6/11/2015	20269	Kenneth Potts	2015 May prosecution services	833.33	833.33		
6/11/2015	20270	Praxair Distribution	water plant & shop chemicals	497.24	44.85		452.39
6/11/2015	20271	Republic Services	2015 May services	12,184.58	12,184.58		
6/11/2015	20272	SA Fleet	2015 May fuel	456.70	228.34	114.18	114.18
6/11/2015	20273	Servocal Instruments	annual testing flow meters	650.00			650.00
6/11/2015	20274	SLMPD	2015 Jun operating expense	27,557.00	27,557.00		
6/11/2015	20275	Towmaster	SS Nerf Bar on F350 truck	25.00	25.00		
6/11/2015	20276	Trugreen	weed control parks & city hall	897.00	897.00		
6/11/2015	20277	Twin City Water Clinic	2015 May water testing	50.00			50.00
6/11/2015	20278	USA Bluebook	water plant chemicals	68.06			68.06
6/11/2015	20279	Utility Consultants	testing of street sweepings	53.00	53.00		
6/11/2015	20280	Verizon Wireless	telephone	120.27	10.07	87.54	
6/11/2015	20281	Vessco	ball valve for co2 injector	144.86			144.86
6/11/2015	20282	Waconia Ford	2015 F550 repairs	217.29	217.29		
6/11/2015	20283	WM Mueller & Sons	rock for water main break on Hillcrest Dr	793.26			793.26
6/11/2015	20284	WNAV	record council meetings	1,044.00	1,044.00		
6/11/2015	20285	Xcel Energy	utility	3,391.08	1,462.49	537.13	1,391.46
FLEX	FLEX		Reimbursements from Employee Flex Funds	74.77	74.77		
TOTAL PAID				131,286.77	110,150.11	7,976.78	13,159.88

BILLS DUE

AmeriPride Linen	29.90	14.96	7.47	7.47
Carquest	67.29	56.11		11.18
CenturyLink	66.00	22.00	22.00	22.00

CITY OF TONKA BAY
Accounts Payable Verified Accounts

June 23, 2015

Date	Check	Payee	Description	Amount	General	Sewer	Water
		Emergency Automotive Technology	lights for new F350 & backhoe	551.47	275.73	137.87	137.87
		Gopher State One Call	2015 May locates	81.30		40.65	40.65
		HD Supply Waterworks	water meters and parts	2,190.10			2,190.10
		Henn Co Information Technology	2015 May radio fleet fee	31.82	31.82		
		Hennepin Co Resident & Real Estate Serv		414.00	414.00		
		LMCD	2015 Qtr2 levy	12,024.00	12,024.00		
		Lake Restoration	Crescent Beach weed control	416.00	416.00		
		Metro Council Environmental Services	2015 Jul wastewater service	15,424.42		15,424.42	
		North American Safety Inc	t-shirts with logos	79.45	39.37	19.86	19.86
		Office Depot	office supplies	138.97	138.97		
		Storms Welding & Mfg	tool boxes	3,405.39	1,135.13	1,135.13	1,135.13
		Tonka Printing	2015 Qtr2 newsletters & art logo	214.60	214.60		
		WSB	2015 Apr engineering & planning services	3,911.50	3,911.50		
		WNAV	video tape council meetings	246.00	246.00		
TOTAL TO BE PAID:				39,292.21	18,940.19	16,787.40	3,564.26



CITY OF TONKA BAY

4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994
www.cityoftonkabay.net

ITEM NO. 6A

Memo

To: Mayor and City Council
From: Lindy Crawford, City Administrator
Date: June 23, 2015
Re: LMCD Update and 2016 Budget

Gregg Thomas, our LMCD representative, and Greg Nybeck, LMCD Executive Director will be present at the City Council meeting. Gregg will give an update on LMCD activities since his last visit. He and Mr. Nybeck will be present to answer any questions you might have relating to activities and/or the proposed 2016 budget.

The proposed budget is attached which is the same as the one reviewed at the Council meeting in May. Also attached is a resolution to adopt the budget should that be the Council's direction.

Attachments

LMCD Update
Correspondence from Greg Nybeck, LMCD Executive Director
Proposed 2016 LMCD Budget
Resolution adopting the LMCD Budget

Council Action

Final review of budget and adoption of resolution.

Lake Minnetonka Conservation District
Board of Directors
Update to Tonka Bay City Council
June 23, 2015

January 1 – May 31, 2015

The Board denied a request to establish a Quiet Water Area for the north-south channel between Shadywood Point and the west end of Deering Island.

Dan Baasen, Jay Green, and Gary Hughes were reappointed as the Board President, Vice-president, and Treasurer respectively. Gregg Thomas was appointed as the Board Secretary.

The Board approved a new request from Paddle Tap, LLC for a watercraft for hire license and a non-intoxicating malt liquor license.

The Board has retained Mr. Craig Rapp to facilitate a strategic planning process to develop a new three-year plan. The first session was held on June 10. The process will conclude later this year.

The Board approved a 2.5 percent salary adjustment effective January 1, 2015, for three of the four staff members. A decision on the adjustment for the Executive Director is pending.

The Board's Save the Lake Committee in partnership with the Hennepin County Sheriff's Office (HCSO) Water Patrol conducted the first of three free Boater Safety Education courses for youth (12 – 17 years of age) to be held in 2015. The final sessions are scheduled for June 20 and 22.

The LMCD contracted with the Three Rivers Park District for watercraft inspections at selected public access points in 2015. It is estimated this will cost about \$4,000 less than in 2014. Total program costs for 2015 are estimated at \$39,000, with grants approved of \$4,000 from the MN DNR and 50% of the total cost up to \$19,500 from the MCWD.

The Board denied a request from Belle Properties, LLC (Mound) for a non-conforming, non-multiple dock permit.

Abdo, Eick, & Meyers, LLP, Certified Public Accountants & Consultants presented the findings of their 2014 audit of LMCD. Their audit "did not identify and deficiencies in internal control that (they) consider to be material weaknesses."

The Board approved an expenditure of Save the Lake funds (\$35,214) for additional HCSO Water Patrol coverage on Lake Minnetonka on Thursdays, Fridays, weekends, and holidays from Memorial Day through Labor Day to enhance public safety.

The Board approved a request from the City Of Wayzata for a new multiple dock and special density license. This will allow the City to relocate a fire boat; add 15 and 18 transient Boat Storage Units (BSU) at the Depot and Broadway docks, respectively; and add a 100' long swim dock at the Wayzata Beach.

The Board approved an ordinance amendment to relocate the existing navigational and minimum wake buoys within the North Seton Channel Quiet Water Area. This was done to address concerns raised by the Seton Village Homeowners Association to improve traffic flow and safety.

The 2015 Save the Lake 48th Anniversary Banquet was held on March 19 raised over \$7,700 from ticket sales, a live auction and fund-a-need event. Proceeds will be used to support future Boater Safety Education courses.

The Board awarded a bid from Curfman Trucking and Repair, Inc. for the trucking of Eurasian watermilfoil and other lake vegetation for the 2015 harvesting program. The Board also approved hiring seasonal employees for the 2015 harvesting program. The program begins on June 1 for nine weeks.

The Board approved the reimbursement of \$3,191 in overcharges to Shorewood Yacht Club (Site 1) for renewal of multiple dock license application fees from 2009 to 2015.

The Board approved a new multiple dock license application from T&T Boatworks Marina to increase their BSUs from 90 to 99.

A team of students from the University of Minnesota's Carlson School of Management presented their report entitled "An Assessment of Stakeholder Perception of the LMCD." The study was commissioned by Gabriel Jabbour prior to his appointment to the LMCD Board. The team conducted stakeholder research and surveys (205 responses). Key insights from the study were 1) LMCD is well recognized as an agency that manages Lake Minnetonka; 2) stakeholders who have high familiarity with LMCD generally rated the LMCD as ineffective; and 3) AIS, Lake Regulations and Lake Safety are viewed as the top issues by stakeholders. The team recommended 1) further analysis of stakeholder groups; 2) publicize LMCD initiatives to stakeholders to build brand awareness; 3) increase use of social media in order to interact with stakeholders; and 4) promote LMCD successes in order to increase perceived effectiveness and support.

Numerous meetings have been held with the Wayzata, Minnetonka and Upper Lake Minnetonka Yacht Clubs and their associated sailing schools to amend the ordinance to define Qualified Yacht Clubs and Qualified Sailing Schools. The amendment would define dock extensions, boat storage density and restricted and unrestricted watercraft. A draft amendment will be reviewed at a public hearing and Board meeting being held on June 24.

The Board approved to proposed 2015 LMCD Proactive Code Enforcement Program.

The Board approved the LMCD 2016 budget (attached) for forwarding to member cities. Overall the budget is a decrease of 10.4% from 2015 and a decrease of 11.3% for the City of Tonka Bay (\$10,665 in 2016 vs. \$12,024 in 2015). All programs currently conducted in 2015 will continue in 2016. The budget decrease is a result of a \$17,500 reduction in Reserve Funds, a projected decrease in expenses for the Eurasian watermilfoil harvesting program, and a more accurate projection of watercraft inspection expenses.

Submitted by Gregg Thomas
June 16, 2015



LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

Gregory S. Nybeck, EXECUTIVE DIRECTOR

May 15, 2015

TO: LMCD City Administrators
LMCD Board Members

FROM: Greg Nybeck, Executive Director

SUBJECT: Draft 2016 LMCD Budget

Enclosed is a copy of the draft 2016 Lake Minnetonka Conservation District (LMCD) Budget. The LMCD invites you to attend a review and comment session scheduled for Thursday, June 4th, at 11 a.m. in the LMCD office.

By state statute, the allocation of levy to the 14 member cities is based on their percentage of the cumulative net tax capacity, with no city paying greater than 20% of the overall levy. The LMCD Board has considered and recognizes the economic challenges the member cities are currently facing. Thus, a decrease in the overall levy is proposed.

Highlights of the draft 2016 LMCD Budget include the following:

Draft 2016 LMCD Budget	
Budget Highlights	Details
Overall Levy	10.4% decrease (\$306,866 compared to \$342,492 in 2015).
Total Expenditures	2.1% decrease (\$570,366 compared to \$582,492 in 2015).
Personnel Services	0.2% increase (\$254,738 compared to \$254,216 in 2015). Compensation adjustments are proposed at up to 2.5% in Contingency and will be based on performance (see enclosed survey).
Office Lease & Storage	2.5% increase (\$17,609 compared to \$17,180 in 2015).
Eurasian Watermilfoil (EWM) Harvesting Program	\$85,500 for EWM mechanical harvesting of public navigational areas (10% decrease from 2015 due to whole bay and large scale herbicide treatments coordinated by Lake Minnetonka Association). A \$30,000 grant is anticipated from the MN DNR.
Equipment Replacement Fund	\$17,500 in transfers (\$15,000 from the AIS Reserve Fund and \$2,500 from the Administration Reserve Fund) for future replacement of EWM capital equipment (compared to \$35,000 in 2015).
Aquatic Invasive Species Prevention & Management	\$40,000 for watercraft inspections through various partnerships. A \$4,000 grant from the MN DNR and a \$20,000 grant from the Minnehaha Creek Watershed District are anticipated.

The LMCD values your review and input. Please let me know if you would like me to attend an upcoming city council meeting to discuss the draft 2016 LMCD Budget or to review LMCD activities and projects. Review and approval by the LMCD Board is planned for the June 10th meeting.



LAKE MINNETONKA CONSERVATION DISTRICT 2016 BUDGET AND LEVY (DRAFT)

City	2010 U.S. Census Population Data	2014 Taxable Market Value	2014 Net Tax Capacity	% of Total Net Tax Capacity (Note 1)	Share of Admin. Levy in 2016	Share of AIS Levy in 2016	Share of Total Levy in 2016	Share of Total Levy in 2015	Increase in Total Levy from 2015	% of Increase from 2015
DEEPHAVEN	3,642	1,032,251,985	11,581,247	5.0%	\$16,325	\$4,914	\$21,239	\$23,018	-\$1,779	-7.7%
EXCELSIOR	2,188	370,753,654	4,630,478	2.0%	\$6,527	\$1,965	\$8,492	\$9,053	-\$561	-6.2%
GREENWOOD	688	287,137,820	3,276,453	1.4%	\$4,618	\$1,390	\$6,009	\$6,560	-\$551	-8.4%
MINNETONKA	49,734	7,755,295,658	97,592,653	42.2%	\$47,173	\$14,200	\$61,373	\$68,498	-\$7,125	-10.4%
MTKA BEACH	539	279,018,887	3,254,759	1.4%	\$4,588	\$1,381	\$5,969	\$5,738	\$231	4.0%
MINNETRISTA	6,384	1,286,340,955	13,666,702	5.9%	\$19,264	\$5,799	\$25,063	\$28,290	-\$3,227	-11.4%
MOUND	9,052	1,006,507,064	10,665,953	4.6%	\$15,034	\$4,526	\$19,560	\$21,276	-\$1,716	-8.1%
ORONO	7,437	2,431,401,691	27,566,309	11.9%	\$38,857	\$11,697	\$50,553	\$59,334	-\$8,781	-14.8%
SHOREWOOD	7,307	1,449,497,111	15,926,414	6.9%	\$22,449	\$6,758	\$29,207	\$33,032	-\$3,825	-11.6%
SPRING PARK	1,669	216,026,342	2,578,200	1.1%	\$3,634	\$1,094	\$4,728	\$5,545	-\$817	-14.7%
TONKA BAY	1,475	512,085,023	5,815,803	2.5%	\$8,198	\$2,468	\$10,665	\$12,024	-\$1,359	-11.3%
VICTORIA	7,345	1,162,010,000	12,231,055	5.3%	\$17,241	\$5,190	\$22,430	\$23,344	-\$914	-3.9%
WAYZATA	3,688	1,494,142,332	19,605,682	8.5%	\$27,636	\$8,319	\$35,954	\$40,215	-\$4,261	-10.6%
WOODLAND	437	262,265,908	3,066,103	1.3%	\$4,322	\$1,301	\$5,623	\$6,564	-\$941	-14.3%
	101,585	19,544,734,430	231,457,811	100.0%	\$235,866	\$71,000	\$306,866	\$342,491	-\$35,625	-10.4%

Maximum Levy Per MN statute 103B.635 (Total Taxable Market Value * .00242%):

\$472,983

(Note 1) Per MN statute 103B.631, no city may pay more than 20% of the total levy. The City of Minnetonka would pay a constant 20% of any amounts to be levied.

Remaining cities factor for determining levy amounts is computed as: (City Net Tax Capacity / (Total Net Tax Capacity - Minnetonka Net Tax Capacity)) * 80%

Total Net Tax Capacity	231,457,811
less Minnetonka Net Tax Capacity	(97,592,653)
Net Tax Capacity for remaining 13 cities	133,865,158

2016 BUDGET DETAIL (Draft)

	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 Actual Projected	2016 Budget	Footnote # See Appendix A
REVENUES							
1. Administration							
a) LMCD Communities Levy	238,652	245,990	245,990	247,992	247,992	235,866	
b) Use from Administration Reserve	34,096	19,565	0	0	0	17,500	1
c) Court Fines	55,611	55,000	62,156	55,000	55,000	55,000	
d) Licenses	110,382	115,000	114,586	115,000	115,000	115,000	
e) Other Public Agencies	696	0	696	500	500	500	
f) Interest	2,055	1,250	1,358	2,000	1,250	1,500	
g) Other Income	2,259	2,000	1,043	2,000	2,000	2,000	
SUB-TOTAL ADMINISTRATION	443,751	438,805	425,829	422,492	421,742	427,366	
2. Aquatic Invasive Species							
a) LMCD Communities Levy	91,951	94,625	94,625	94,500	94,500	71,000	
b) Other Public Agencies	51,893	30,000	51,841	30,000	53,500	54,000	2
c) Use from AIS Reserve	0	0	0	0	0	0	
d) Interest	484	375	0	500	500	500	
SUB-TOTAL AQUATIC INVASIVE SPECIES	144,328	125,000	146,466	125,000	148,500	125,500	
3. Equipment Replacement							
a) Transfers from Administration and AIS Reserves	25,000	25,000	25,000	35,000	35,000	17,500	
b) Receipt from LMCIT	0	0	0	0	0	0	
c) Use from Equipment Replacement Reserve	0	0	0	0	0	0	
SUB-TOTAL EQUIPMENT REPLACEMENT	25,000	25,000	25,000	35,000	35,000	17,500	
TOTAL REVENUES	613,079	588,805	597,295	582,492	605,242	570,366	
Total Levy	330,603	340,615	340,615	342,492	342,492	306,866	
DISBURSEMENTS							
ADMINISTRATION							
1. Personnel Services:							
a) Salaries- excludes EWM Project Management time	198,718	200,524	203,829	204,488	207,618	205,100	3
b) FICA & Medicare	15,199	15,340	15,502	15,643	16,068	15,690	4
c) Employer Benefit Contributions	31,802	33,279	32,397	34,085	32,707	33,948	5
SUB-TOTAL PERSONNEL SERVICES	245,719	249,143	251,728	254,216	256,393	254,738	
2. Contractual Services:							
a) Office Lease & Storage	39,143	47,409	16,760	17,180	17,180	17,609	6
b) Professional Services	2,130	2,500	2,054	2,500	2,500	2,500	7
SUB-TOTAL CONTRACTUAL SERVICES	41,273	49,909	18,814	19,680	19,680	20,109	

2016 BUDGET DETAIL (Draft)

	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 Actual Projected	2016 Budget	Footnote # See Appendix A
3. Office & Administration:							
a) Office, General Supplies	3,943	4,500	4,077	4,500	4,500	4,500	
b) Telephone	2,190	2,160	2,621	2,460	2,640	2,640	
c) Website, Internet, & E-mail			228	300	300	300	
d) Postage	3,637	5,000	4,968	5,000	5,000	5,000	
e) Printing, Publications, Advertising	9,996	10,500	11,575	11,000	11,500	12,000	8
f) Maintenance, Office Equipment	850	1,100	917	1,100	1,100	1,100	
g) Subscriptions, Memberships	1,611	1,700	1,677	1,700	1,700	1,768	
h) Insurance, Bonds	7,205	7,000	6,591	7,250	7,250	7,250	9
i) Public Information, Legal Notices	939	1,000	1,435	1,000	1,000	1,000	
j) Meeting Expenses	3,833	4,500	5,786	4,260	4,350	4,500	
k) Media (Cable & Internet)			0	3,300	3,600	3,600	10
l) Mileage	1817	2000	1514	2000	2000	2000	
m) Employee Training	0	400	50	400	400	400	
SUB-TOTAL OFFICE & ADMINISTRATION	36,021	39,860	41,439	44,270	45,340	46,058	
4. Capital Outlay:							
a) Furniture & Equipment	0	1,000	478	1,500	1,500	1,500	
b) Computer Software & Hardware	543	2,000	1,583	2,000	2,000	2,000	11
SUB-TOTAL CAPITAL OUTLAY	543	3,000	2,061	3,500	3,500	3,500	
5. Legal:							
a) Legal Services	31,674	32,000	40,744	32,000	32,000	32,000	12
b) Prosecution Services	50,963	45,000	29,738	45,000	45,000	45,000	13
c) Hennepin County Room & Board	317	1,000	812	1,000	1,000	1,000	
SUB-TOTAL LEGAL	82,954	78,000	71,294	78,000	78,000	78,000	
6. Contract Services/Studies:							
a) Audit	7,050	7,268	7,250	7,486	7,486	7,711	
b) Information Technology	81	500	303	750	750	750	
SUB-TOTAL CONTRACT SERVICES/STUDIES	7,131	7,768	7,553	8,236	8,236	8,461	
7. Code Enforcement Program	3,410	4,000	11,940	4,590	4,500	4,500	
8. Administration Reserve Fund	0	0	0	0	0	0	
9. Equipment Replacement Fund	25,000	25,000	25,000	0	0	2,500	14
10. Contingency	26,700	7,125	3,073	10,000	20,000	12,000	
<u>TOTAL ADMINISTRATION</u>	<u>468,751</u>	<u>463,805</u>	<u>432,902</u>	<u>422,492</u>	<u>435,649</u>	<u>429,866</u>	

2016 BUDGET DETAIL (Draft)

	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 Actual Projected	2016 Budget	Footnote # See Appendix A
AQUATIC INVASIVE SPECIES (AIS)							
1. Eurasian Watermilfoil (EWM) Harvesting Program	79,428	95,000	97,496	95,000	95,000	85,500	15
2. Equipment Replacement Fund	0	0	0	35,000	35,000	15,000	16
3. AIS Reserve Fund	0	0	0	0	0	0	
4. Herbicide Treatment Program	0	0	0	0	0	0	
5. AIS Prevention & Management Programs	33,472	30,000	35,492	30,000	39,000	40,000	17
EQUIPMENT REPLACEMENT FUND							
1. Purchase of New Mechanical Harvester	0	0	0	0	0	0	
<u>TOTAL AQUATIC INVASIVE SPECIES</u>	<u>112,900</u>	<u>125,000</u>	<u>132,988</u>	<u>160,000</u>	<u>169,000</u>	<u>140,500</u>	
<u>TOTAL DISBURSEMENTS</u>	<u>581,651</u>	<u>588,805</u>	<u>565,890</u>	<u>582,492</u>	<u>604,649</u>	<u>570,366</u>	

**Lake Minnetonka Conservation District (LMCD)
Draft 2016 LMCD Budget
Appendix A**

Use from Administration Reserve Fund (Footnote #1)

A \$17,500 reserve fund transfer has been budgeted for 2016. Further analysis of this reserve fund balance is detailed on the last page of Appendix A.

Other Public Agencies (Footnote #2)

It is anticipated that: 1) the MN DNR will fund the LMCD with a grant of \$30,000 for mechanical harvesting, 2) the MN DNR will fund the LMCD with a grant of \$4,000 for watercraft inspections, and 3) the MCWD will fund the LMCD with a grant of \$20,000 for watercraft inspections.

Salaries (Footnote #3)

	2016 estimated actual
Executive Director	\$81,210.59 (*)
Administrative Technician (also serves as EWM Project Manager)	\$58,240.00 (*)
Less 2 pay periods for EWM Project Manager	-\$4,853.33
Administrative Assistant/Code Enforcement	\$50,668.80 (*)
Administrative Clerk (part-time)	\$17,833.92
Seasonal Code Enforcement (part-time)	\$2,000.00
	\$205,099.98 (**)

(*) Salaries will be grossed up to pay for long-term disability insurance for full-time LMCD employees

(**) Salary adjustments & limited overtime (including F.I.C.A., medicare, & P.E.R.A.) are included in Contingency (line-item 10)

F.I.C.A. & Medicare (Footnote #4)

Total Salaries- including EWM Project Management (7.65%)	\$16,061.43
Less 2 pay periods for EWM Project Manager	\$371.28
	\$15,690.15

Employer Benefit

Contributions (Footnote #5)

P.E.R.A. (7.50%)	\$15,596.50
NCPERS Life Insurance	\$576.00
Medical & Dental Insurance	\$17,775.16
	\$33,947.66

Office Lease & Storage (Footnote #6)

	Monthly Rate	Months	
	\$1,458.32	9	\$13,124.88
	\$1,494.78	3	\$4,484.34
			\$17,609.22

Professional Services (Footnote #7)

Contracted Payroll & Taxes	\$2,000.00
Contracted Bookkeeping Consulting	\$500.00
	\$2,500.00

Printing, Publications, & Advertising (Footnote #8)	\$12,000 has been budgeted for two LMCD Newsletters, the re-printing of the Summer and Winter Rules brochures, and other LMCD literature.
Insurance, Bonds (Footnote #9)	\$7,250 has been budgeted with the League of Minnesota Cities for insurance for the LMCD.
Media (Cable & Internet) (Footnote #10)	\$3,600 has been budgeted to contract with a producer and on-line viewing of LMCD Board Meetings.
Computer Software & Hardware (Footnote #11)	\$2,000 has been budgeted for information technology, hardware, and software updates.
Legal Services (Footnote #12)	\$32,000 has been budgeted for legal services, which will be partially off-set by charging expenses back to applicants.
Prosecution Services (Footnote #13)	\$45,000 has been budgeted for prosecution services. These expenses will be offset by projected \$55,000 of court fines.
Equipment Replacement Fund (Footnote #14)	\$2,500 has been budgeted for replacement of depreciated EWM Harvesting Equipment.
EWM Harvesting Program (Footnote #15)	A 9-week mechanical harvesting program is planned from mid June through mid August to manage EWM on Lake Minnetonka. Harvesting priorities will be based on impediments to public navigation to the open water due to EWM growth (in particular matted areas). All areas that dictate the need for harvesting will be done at least once, with high growth areas being harvested twice (time permitting). Further details of the proposed project (including a more detailed budget) will be provided in the spring of 2016.
Equipment Replacement Fund (Footnote #16)	\$15,000 has been budgeted for replacement of depreciated EWM Harvesting Equipment (in addition to Footnote #14).
AIS Prevention & Management Programs (Footnote #17)	\$40,000 has been budgeted for unspecified AIS management and prevention programs (most likely watercraft inspections). Similar to past years, the LMCD will seek partnerships for the implementation of these projects (in particular funding partners from the MN DNR and MCWD).

RESERVE FUND ANALYSIS:

	Administration	AIS	Equipment Replacement Fund
2015			
12/31/14 Balance	\$235,036	\$109,339	\$67,472
Reserve Fund Contribution	\$0	\$0	\$0
Transfer from Reserve Fund	(\$13,157)	\$0	\$0
Transfer to Equip. Repl. Fund	\$0	(\$35,000)	\$35,000
Projected 12/31/15 Balance	\$221,879	\$74,339	\$102,472
2016			
Projected 12/31/15 Balance	\$221,879	\$74,339	\$102,472
Reserve Fund Contribution	\$0	\$0	\$0
Transfer from Reserve Fund	(\$17,500)	\$0	\$0
Transfer to Equip. Repl. Fund	(\$2,500)	(\$15,000)	\$17,500
Projected 12/31/16 Balance	\$201,879	\$59,339	\$119,972
Projected % of 2015 Annual Budget	47.8%	47.5%	

**Lake Minnetonka Conservation District (LMCD)
Salary and Hourly Rate Adjustments Survey (2010-2015)**

Public Agency	2010	2011	2012	2013	2014	2015
Deephaven	0%	2%	1%	2%	2%	2.50%
Excelsior	0%	2%	1%	2%	2%	2.50%- union employees (same anticipated for non-union)
Greenwood	Contracts with the City of Deephaven					
LMCD	0%	2%	1.5%	2%	2%	2.50%
MCWD	2%	2%	3%	5%	3% (met expectations)	3% (met expectations) plus pay for performance (ranged from 1-3%)
Minnetonka	1.81%	1.56%	1.46%	1.44%	1.83% (non union employees)	1.63% (1% annual increase & market analysis for each position) Public work employees not settled (city % could change)
	Increases in 2011 were split in January and July. This is the overall average (non-union). Every employee receives a 1% & based on a market analysis, some positions receive a market increase.					
Minnetonka Beach	2%	2%	1%	1%	3.50%	3.50%
	(Plus 3.5% step increases to those eligible)					
Minnetrista	1%	0%	2%	1%		
Mound	0%	1%	1%	\$.50 per hour for all employees (\$1,040- full time)	\$.50 per hour for all employees (\$1,040- full time)	\$.50 per hour for all employees (\$1,040- full time)
Orono	1%	1%	1% (July, 2012)	1%	2.0% (police) 1.5% lump sum (non union)	2.5% (police) 1.5% COLA & 1% lump sum (non union)
Shorewood	2% budgeted each year from 2010-2013 for non-union employees. Funds were put in a pool & adjustments were based on performance & position in the market range for each employee. The average has been 1.5% the past couple of years (varies by position).					
Spring Park	2%	3%	3%	3.75%	3%	3% was the norm
	(These numbers include COLA increases)					
Tonka Bay	0.83%	1%	1%	1%	2%	2%
Victoria	1%	1%	1%	2%	2%	2% was typical (average was 2.18%)
Wayzata	0%	0%	1.5%	2%	2% COLA (non union) 2% COLA & 2% market adjustment (police)	2% on 4/1 (police) Non union (ranged from 1% to 4%)
Woodland	Contracts with the City of Deephaven					

RESOLUTION NO. 15-10

A RESOLUTION ADOPTING 2016 LMCD BUDGET

WHEREAS, the Lake Minnetonka Conservation District (LMCD) has submitted its annual budget for review to the cities on Lake Minnetonka; and

WHEREAS, the City Council of the City of Tonka Bay reviewed the final budget at its regular meeting on June 23, 2015; and

WHEREAS, the 2016 LMCD budget is \$306,866; and

WHEREAS, the levy to Tonka Bay is \$10,665

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tonka Bay approves the 2016 LMCD budget and city levy.

PASSED at a regular meeting of the Tonka Bay City Council this 23rd day of June 2015.

Motion introduced by _____ and seconded by _____.

Roll Call Vote: Ayes –
Nays –
Absent –

Gerry De La Vega, Mayor

ATTEST:

Lindy Crawford, Clerk/Administrator



CITY OF TONKA BAY
4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994
www.cityoftonkabay.net

ITEM NO. 6B

Memo

To: Mayor and City Council
From: Lindy Crawford, City Administrator
Date: June 23, 2015
Re: Tour de Tonka

Tour de Tonka will again be traveling through Tonka Bay as part of the 49-mile and 57-mile routes on Saturday, August 1, 2015. Jenny Bodurka, a representative of the event, will be in attendance to talk about last year's event as well as what is planned for this year.

Maps are attached for your information.

Council Action Requested:
For your information.



**2015 Tour de Tonka
...and a look back at 2014**

2014 Distances and Participation



16-Mile
347 Riders



26-Mile
584 Riders



44-Mile
592 Riders



52-Mile
565 Riders



67-Mile
374 Riders



100-Mile
675 Riders

3,137 Total Riders

Tour de Tonka Participation History

Year	Rider Total	Increase
2006	861	n/a
2007	1204	+343
2008	1881	+677
2009	2134	+253
2010	2425	+291
2011	2448	+23
2012	2738	+290
2013	2896	+158
2014	3137	+241

Where our riders came from in 2014

- 204 different communities
- 52 Minnesota counties
- 20 states
- 2 countries



Legacy Riders

Year	# of Legacy Riders
2009	124
2010	92
2011	84
2012	80
2013	77
2014	75



2014 Top 10 Participating Communities

	Top 10 Communities	2013 Rank	2014 TdT	Up/down from 2013
1	Minnetonka	1	373	-38
2	Minneapolis	3	242	+20
3	Chanhassen	2	235	-78
4	Eden Prairie	4	177	-43
5	Plymouth	6	174	+30
6	Excelsior	5	165	+20
7	Shorewood	7	113	+5
8	Wayzata	8	102	+15
9	Maple Grove	9	81	+2
10	Chaska	14	73	+23
			<u>2014</u>	<u>2013</u>
			1735	1805
			55%	62%
	Total these riders brought to TdT			

2014 Top 40 Participating Communities

#			#		
1	Minnetonka	373	21	Orono	25
2	Minneapolis	242	23	Woodbury	24
3	Chanhassen	235	24	Mound	22
4	Eden Prairie	177	25	Greenwood	19
5	Plymouth	174	25	Tonka Bay	19
6	Excelsior	165	27	Long Lake	18
7	Shorewood	113	28	Prior Lake	17
8	Wayzata	102	29	Lakeville	15
9	Maple Grove	81	30	Savage	14
10	Chaska	73	31	Burnsville	13
11	St Louis Park	70	31	Richfield	13
12	St Paul	68	31	Shoreview	13
13	Edina	64	34	Shakopee	12
14	Deephaven	53	35	Blaine	11
15	Golden Valley	40	35	Crystal	11
16	Victoria	38	37	Champlin	10
17	Bloomington	37	37	Elk River	10
18	Waconia	36	37	Mankato	10
19	Eagan	27	37	Mendota Heights	10
19	Minnetrista	27	37	Robbinsdale	10
21	Hopkins	25	37	Rochester	10
				2014 Total	2526 / 80.5%
				2013 Total	2639 / 91.1%

2014 Demographics

Gender Breakdown by Age	Male	% Male	Female	% Female	Total #
did not provide age	43	70%	18	30%	61
0-9 years old	43	61%	28	39%	71
10-19 years old	188	67%	94	33%	282
20-29 years old	142	53%	128	47%	270
30-39 years old	264	62%	165	38%	429
40-49 years old	414	61%	261	39%	675
50-59 years old	639	67%	312	33%	951
60-69 years old	252	73%	92	27%	344
70-79 years old	43	84%	8	16%	51
80-89 years old	3	100%	0	0%	3
TOTAL RIDERS	2,031		1,106		3,137

Oldest = 86 (100-Miler)

Youngest = 4 (16-Miler)

2014 Tour de Tonka Gender Breakdown by Ride

	# Male	% Male	# Female	% Female	Total
16-Mile	167	48%	180	52%	347
26-Mile	321	55%	263	45%	584
44-Mile	362	61%	230	39%	592
52-Mile	376	67%	189	33%	565
67-Mile	271	72%	103	28%	374
100-Mile	534	79%	141	21%	675
TOTAL RIDERS	2,031	65%	1,106	35%	3,137



2014 ICA Foodshelf Donations

Annual Donation from TdT	\$3,137
Donations from Rider Registration	\$1,390
Same Day Donations (Ron Kamps' fishbowl)	\$1,140
184 pounds of food (X \$1.70 per pound)	\$313
2014 TOTAL	\$5,980



To date, Tour de Tonka has raised over \$36,000 for the ICA Foodshelf

Police and Fire Departments

Minnetonka Police

Carver County Sheriffs

Deephaven Police

Eden Prairie Police

Minnetrista Police

Orono Police

Plymouth Police

South Lake Minnetonka Police

Three Rivers Park District Police

Wayzata Police

West Hennepin Public Safety

Maple Plain Fire

Norwood-Young America Fire



St Boni Fire

Wayzata Fire

Delano Fire

Waconia Fire

Victoria Fire

Excelsior Fire

Long Lake Fire

2015 Ride Distances

16 – 28 – 49 – 57 – 77 – 100

Mile Options



2015 Cities Travelling Through

Chanhassen

Deephaven

Eden Prairie

Greenwood

Long Lake

Minnetonka

Mound

Norwood-Young America

Orono

Spring Park

Victoria

Watertown

Wayzata

Chaska

Delano

Excelsior

Independence

Mayer

Minnetrista

Navarre

Shorewood

Tonka Bay

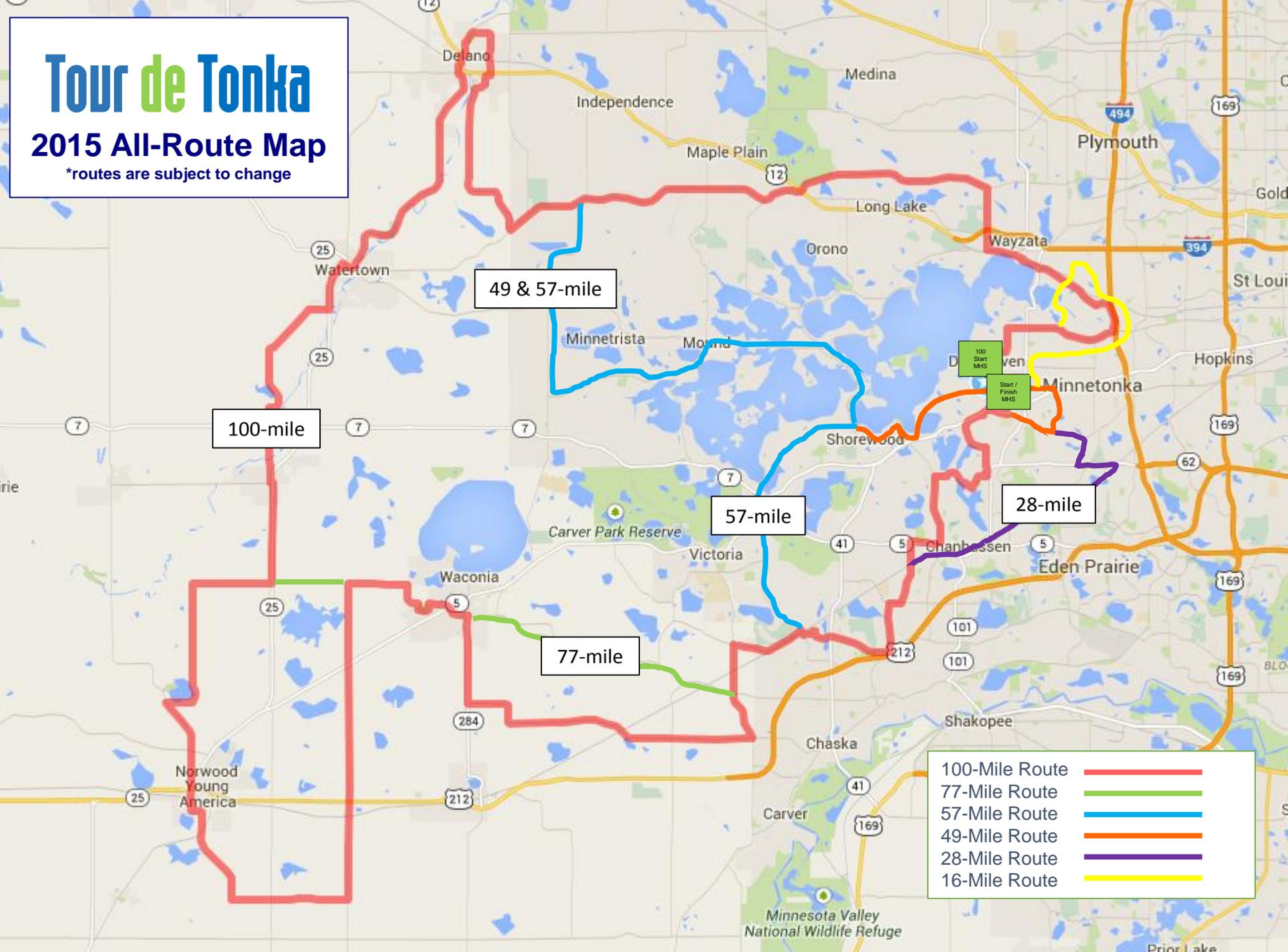
Waconia

Thank you TDT Cities!

Tour de Tonka

2015 All-Route Map

*routes are subject to change



49 & 57-mile

100-mile

57-mile

28-mile

77-mile

- 100-Mile Route 
- 77-Mile Route 
- 57-Mile Route 
- 49-Mile Route 
- 28-Mile Route 
- 16-Mile Route 

2015 Rest Stops

Gray's Bay Dam
Minnetonka Middle School East
Excelsior Commons
Lake Riley Park
Trinity Lutheran Church
Wolner Field
Delano City Park
NYA Legions Park
Pioneer Park



2015 Major Sponsors

**MAPLE GROVE
CYCLING
TREK**



MAPLE GROVE'S CYCLING OUTFITTERS SINCE 1988! 13950 GROVE DRIVE • MAPLE GROVE, MN 55311
MONDAY-FRIDAY 10AM-9PM SATURDAY 9AM-6PM SUNDAY 12-4PM 763-420-8878



**TWIN CITIES
ORTHOPEDICS**



Park Dental

2015 Major Sponsors

Bayer

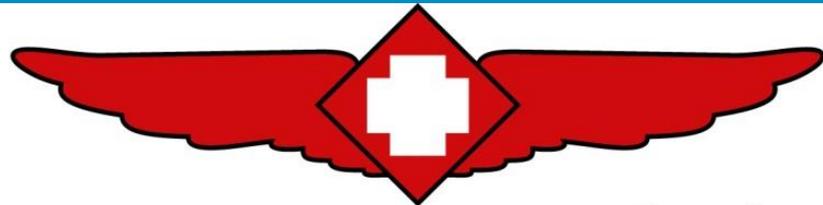
Building Corporation



SUBARU[®]

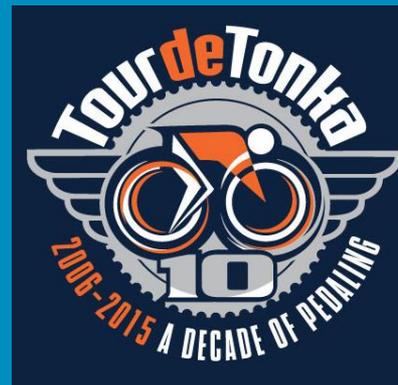
Cub[®]

MINNETONKA



INVICTA

2015 T-Shirt Artwork



Volunteers



to register or volunteer
go to:
www.tourdetonka.org
952-401-6800

2014 Photo Album



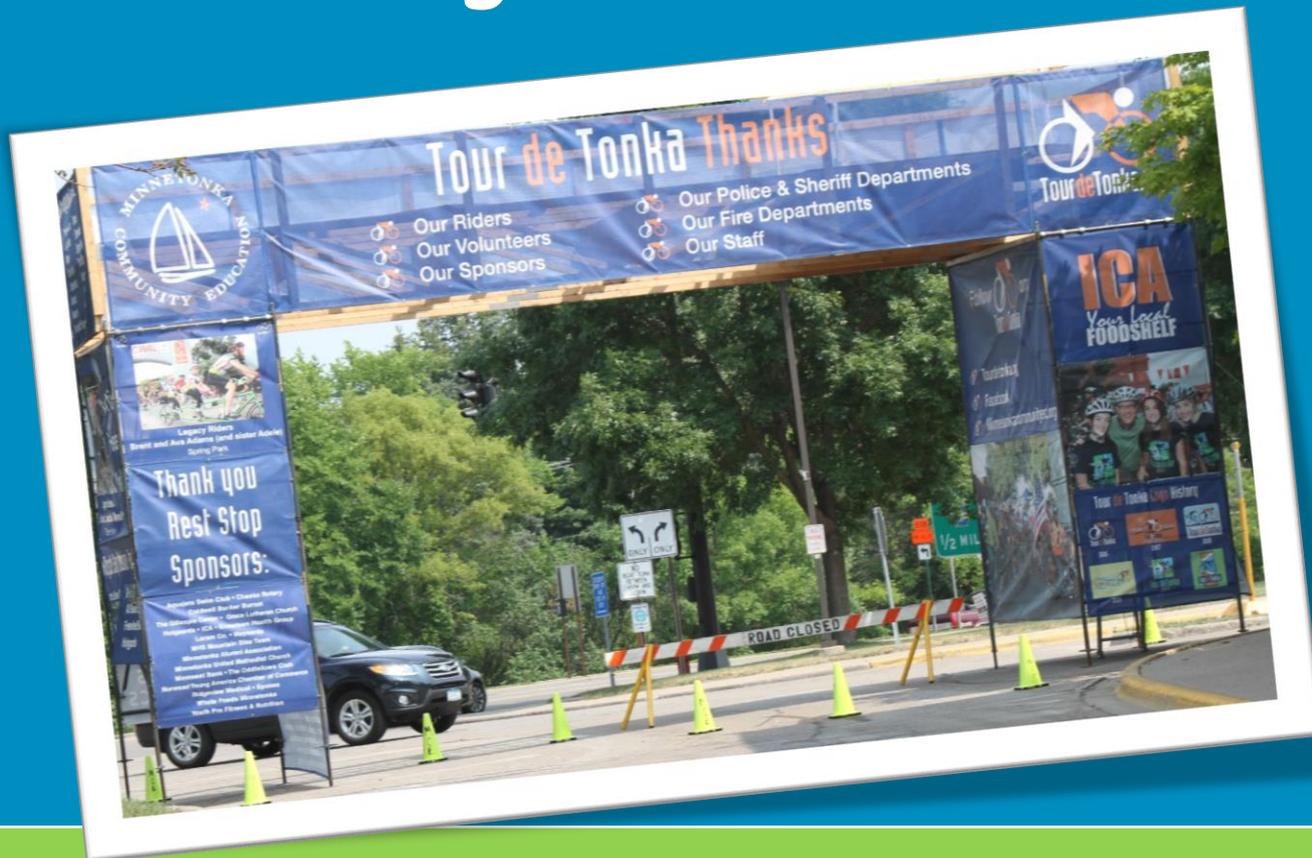
2014 Photo Album



2014 Photo Album



Saturday August 1, 2015 See you there!!



Tour de Tonka 49 Mile Map



2015 Route Map
 *route is subject to change

Route: ———
 Mile Marker: [speech bubble]
 County Road #: [blue square]
 Paved Trail:

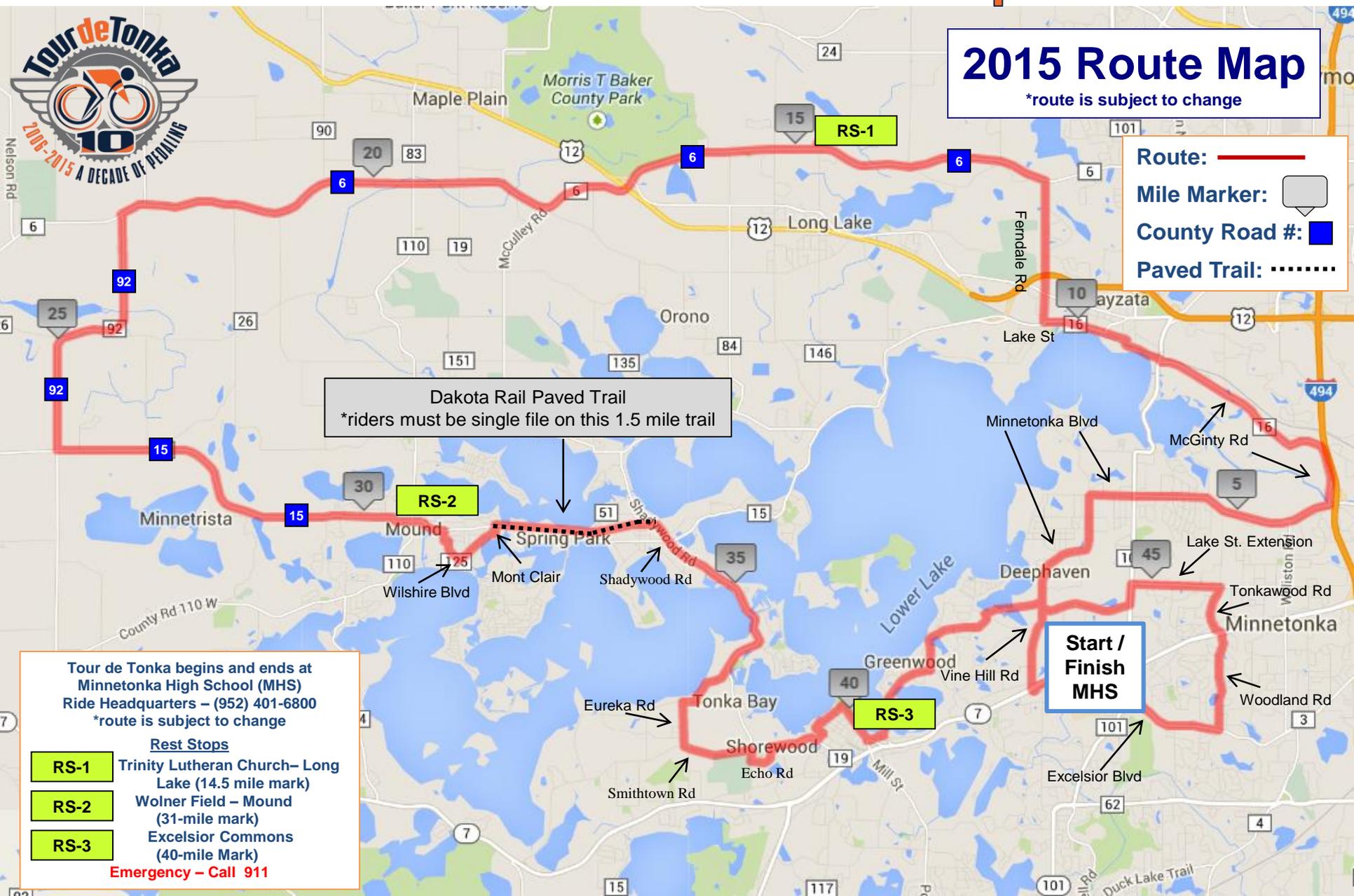
Dakota Rail Paved Trail
 *riders must be single file on this 1.5 mile trail

Tour de Tonka begins and ends at
Minnetonka High School (MHS)
 Ride Headquarters – (952) 401-6800
 *route is subject to change

Rest Stops

- RS-1** Trinity Lutheran Church– Long Lake (14.5 mile mark)
- RS-2** Wolner Field – Mound (31-mile mark)
- RS-3** Excelsior Commons (40-mile Mark)

Emergency – Call 911



Tour de Tonka 57 Mile Map



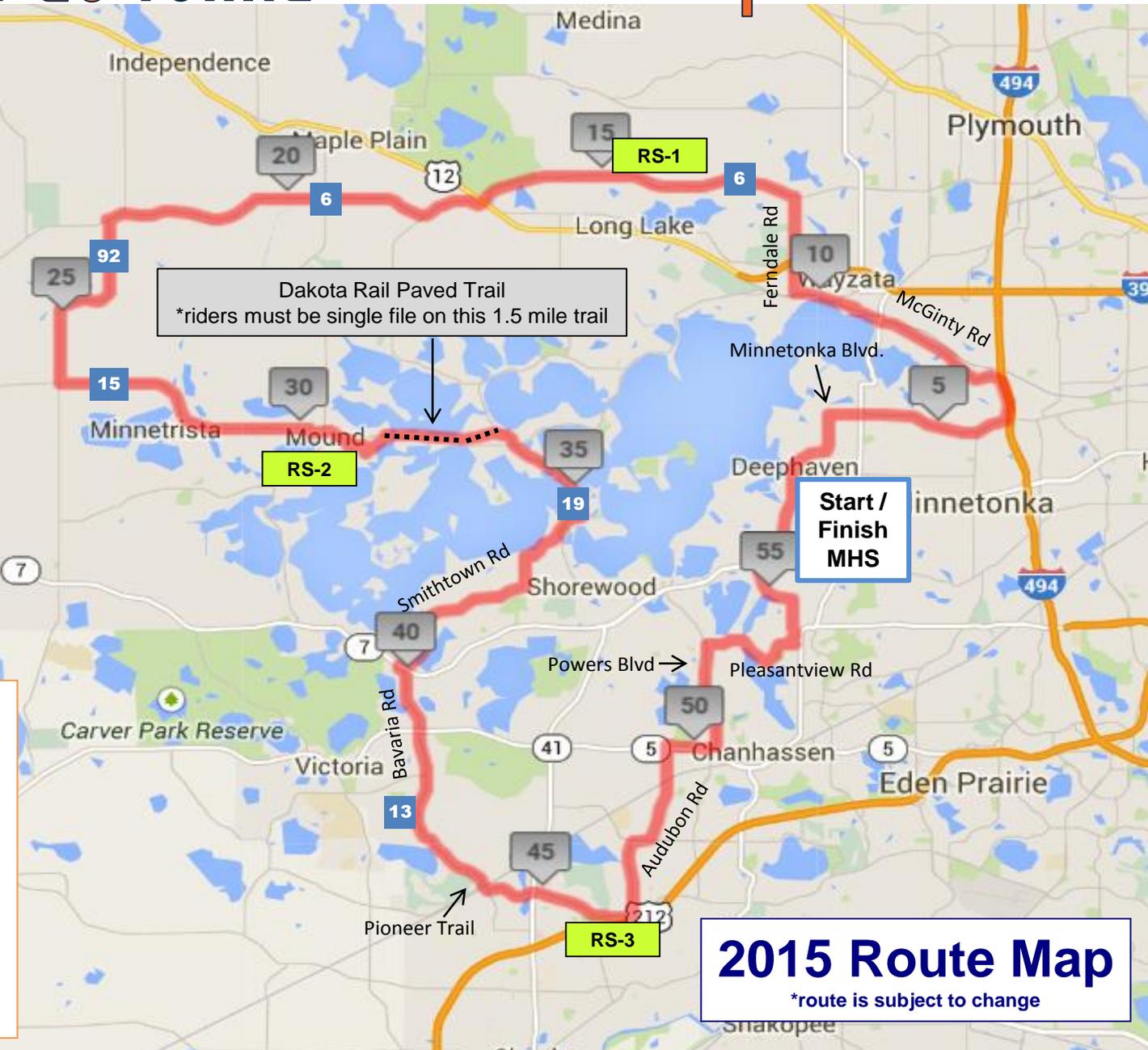
Route: ———
Mile Marker: [Marker Icon]
County Road #: [Blue Square]
Paved Trail:

Tour de Tonka begins and ends at
 Minnetonka High School (MHS)
 Ride Headquarters – (952) 401-6800
 * route is subject to change

Rest Stops

- RS-1** Long Lake – Trinity Lutheran Church (14.5-mile mark)
- RS-2** Mound – Wolner Field (31-mile mark)
- RS-3** Chaska – Pioneer Park (46-mile mark)

Emergency – Call 911



Dakota Rail Paved Trail
 *riders must be single file on this 1.5 mile trail

**Start /
Finish
MHS**

2015 Route Map
 *route is subject to change



CITY OF TONKA BAY
4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994
www.cityoftonkabay.net

ITEM NO. 8A

Memo

To: Mayor and City Council
Lindy Crawford, City Administrator

From: Robin Bowman, Public Works Superintendent

Date: June 23, 2015

Re: Request to become a MnWARN Member

This is a follow up from our last meeting on June 9, 2015 when the Council requested information from the League of Minnesota Cities mutual aid relating to insurance. The MnWARN application questionnaire, mutual aid agreement, and resolution are also attached for your review.

Funding

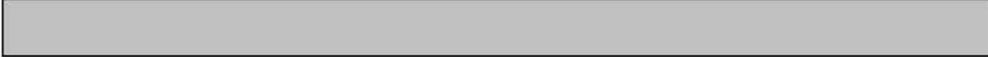
None needed. It is free to belong.

Attachments

League of Minnesota Cities understanding how insurance works in mutual aid situations
MnWARN Mutual Aid Agreement
MnWARN Application Questionnaire
Resolution

Council Action Requested:

Consider a motion to adopt resolution approving MnWARN membership.



**MINNESOTA WATER AGENCY RESPONSE
NETWORK (MnWARN) MUTUAL AID AGREEMENT**

This Minnesota Water Agency Response Network (MnWARN) Mutual Aid Agreement is made and entered into by the undersigned Parties.

WHEREAS, the Parties hereto are authorized by law or home rule charter to establish a water, wastewater or storm water utility; and

WHEREAS, the Parties hereto have established a water, wastewater and/or storm water utility; and

WHEREAS, the Parties recognize that an Emergency may require Assistance in the form of personnel, equipment and supplies from a Utility outside the Governmental Unit; and

WHEREAS, the governing bodies of the Parties have investigated the facts and determined that it is in their best interests to authorize their Utilities to work cooperatively with another Party's Utilities when there is an Emergency; and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes the Parties by agreement of their governing bodies to jointly or cooperatively exercise any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The Parties recognize that in an Emergency, their Utilities may require Assistance in the form of personnel, equipment and supplies from outside the area of impact. The purpose of this Agreement is to provide a framework, in the event of an Emergency, for the Parties to participate in an intrastate program for mutual aid assistance to provide water, wastewater and storm water utility services. The Parties authorize their Utilities to cooperatively assist other Party's Utilities when there is an Emergency, subject to the discretion of the Responding Party's Authorized Official as set forth in Article IV.

**ARTICLE II
DEFINITIONS**

- A. Agreement — This Water Agency Response Network Mutual Aid Agreement.
- B. Assistance — Resources, including but not limited to personnel, equipment, material and supplies that a Responding Party's Utility provides to a Receiving Party's Utility.
- C. Authorized Official — An employee or official of a Party's Utility that is authorized by the Party's governing body to request Assistance or provide Assistance under this Agreement.
- D. Emergency — Any occurrence that is, or is likely to be, beyond the control of the services, personnel, equipment or facilities of a Party's Utility.
- E. Governmental Unit — A city, county or township in Minnesota or a city's public utilities commission.
- F. MnWARN — The framework for public water, wastewater and storm water utilities in Minnesota to assist other public water, wastewater and storm water utilities when there is an Emergency that requires Assistance from another Utility. The framework includes this Agreement and other resources to be developed and coordinated by the Statewide Committee to implement the purpose of this Agreement.
- G. National Incident Management System (NIMS) — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- H. Party/Parties — One or more governmental units that has a water, wastewater or stormwater utility that executes this Agreement or adopts this Agreement by resolution pursuant to Article XIV.
- I. Period of Assistance — The period of time when a Responding Party assists a Receiving Party. The period commences when personnel, equipment or supplies depart from a Responding Party's facility and ends when the resources return to their facility. All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.
- J. Receiving Party — A Party who requests and receives Assistance under this Agreement.
- K. Responding Party — A Party that provides Assistance to another Party pursuant to this Agreement.
- L. Statewide Committee — The committee responsible for overseeing MnWARN on a statewide level.
- M. Steering Committee — The leadership group that established MnWARN and the development of this Agreement.
- N. Utility/Utilities — A water, wastewater and/or storm water utility of a Party.

**ARTICLE III
ADMINISTRATION**

A. Statewide Committee.

1. Voting Members. MnWARN shall be administered through a Statewide Committee. The Statewide Committee shall be comprised of nine (9) voting members. The voting members of the Statewide Committee shall be comprised as follows: (i) an employee or official of a Utility located in Region 1 of the Minnesota Division of Homeland Security and Emergency Management Regions; (ii) an employee or official of a Utility located in Region 2 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iii) an employee or official of a Utility located in Region 3 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iv) an employee or official of a Utility located in Region 4 of the Minnesota Division of Homeland Security and Emergency Management Regions; (v) an employee or official of a Utility located in Region 5 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vi) an employee or official of a Utility located in Region 6 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vii) an employee or official of the Minnesota Rural Water Association; (viii) a representative from the Minnesota Section of the American Water Works Association; and (ix) a representative of the Minnesota Wastewater Operator's Association.
 - a. Initial Voting Members. The initial voting members representing the six regions of the Minnesota Division of Homeland Security and Emergency Management Regions shall be selected by the Steering Committee. The other three voting members shall be selected by the organization they represent.
 - b. Subsequent Voting Members. The appointment or election of subsequent voting members shall be done in accordance with bylaws to be adopted by the Statewide Committee.
 - c. Terms. The terms of the voting members shall be established by the bylaws to be adopted by the Statewide Committee.
 - d. Changes. The Statewide Committee may change the number or composition of the voting members in accordance with its bylaws.
2. Advisory Members. There shall be at least six (6) advisory members of the Statewide Committee who shall not be entitled to vote. The advisory member shall consist of a representative to be selected by each of the following organizations: (i) the Minnesota Pollution Control Agency; (ii) the Minnesota Department of Health; (iii) Minnesota Homeland Security and Emergency Management; (iv) the Association of Minnesota Emergency Managers; (v) the Minnesota Municipal Utilities Association; and (vi) the League of Minnesota Cities. The voting members of the Statewide Committee may change the number or composition of the advisory members in accordance with its bylaws. The terms of the advisory members shall be established by the bylaws of the Statewide Committee.
3. Officers. The Statewide Committee shall have the following officers: a Chair, a Vice-Chair and a Secretary. The initial officers shall be elected by the Statewide Committee at its first meeting. The terms of the initial officers and subsequently elected officers

shall be established by the bylaws of the Statewide Committee. The officers shall have the following powers:

- a. Chair. The Chair shall have no more power than any other member of the Statewide Committee except that the Chair shall act as the presiding officer at all Statewide Committee meetings and may have other duties as assigned from time to time and prescribed by the Statewide Committee.
 - b. Vice-Chair. The Vice-Chair shall act as the presiding officer at any Statewide Committee meeting not attended by the Chair and shall perform the Chair's duties in the Chair's absence. The Vice-Chair may have other duties as assigned from time to time and prescribed by the Statewide Committee.
 - c. Secretary. The Secretary shall be responsible for ensuring that minutes are prepared for all Statewide Committee meetings. The Secretary shall also keep all books and records of the Statewide Committee and shall give all notices required by law, and may have other duties as assigned from time to time and prescribed by the Statewide Committee. The Statewide Committee may delegate all or part of the Secretary's duties required under this Section to another person; provided that such delegation shall not relieve the Secretary of ultimate responsibility for these duties
4. Powers. The Statewide Committee shall have the following powers:
- a. To coordinate emergency planning and response activities of Utilities in coordination with the emergency management and public health system of the State;
 - b. To adopt policies and procedures to further the purpose of MnWARN;
 - c. To establish committees, including regional committees, to assist in implementing the purpose of MnWARN;
 - d. To develop a resource list of personnel, equipment, supplies and other resources that may be used to provide Assistance;
 - e. To establish a website to facilitate the Parties' use of MnWARN;
 - f. To develop protocols, forms or procedures for Parties to request assistance;
 - g. To develop educational materials; and
 - h. To develop training materials and conduct training for Parties.
5. Meetings. The Statewide Committee shall hold meetings as follows:
- a. Organizational Meeting. An organizational meeting shall be held at a time and place to be determined by the Steering Committee.
 - b. Regular Meetings. Thereafter, the Statewide Committee shall meet at least annually. A schedule of regular meetings may be adopted by the Statewide

Committee at the organizational meeting. A schedule of regular meetings may be changed from time to time as deemed necessary by the Statewide Committee.

- c. Special Meetings. Special meetings of the Statewide Committee may be called by the Chair and must be called by the Chair upon written request of two Statewide Committee members.
- d. Quorum. The Statewide Committee shall not take official action unless a majority of the voting members are present in person or via electronic communication.

ARTICLE IV REQUESTS FOR ASSISTANCE

- A. Party Responsibility. The Parties shall identify an Authorized Official and one or more alternates; provide contact information including 24-hour access; and maintain the resource information required contained in the member information form to be developed by the Statewide Committee. The Parties shall update this information as required by the bylaws.

In the event of an Emergency, a Party's Authorized Official may request Assistance from a Party's Utility. The Authorized Official must specifically state that Assistance is being requested under MnWARN to activate the provisions of this Agreement. Requests for Assistance can be made orally or in writing. When made orally, the request for Assistance shall be prepared in writing as soon as practicable. Requests for Assistance shall be directed to the Authorized Official of a Party. Specific protocols for requesting Assistance shall be established by the Statewide Committee.

- B. Response to a Request for Assistance. After a Party receives a request for Assistance, the Authorized Official should evaluate if resources are available to respond to the request for Assistance. Following the evaluation, the Responding Party's Authorized Official shall inform, as soon as possible, the Receiving Party's Authorized Official if it can provide Assistance. If Assistance is provided, the Responding Party shall inform the Receiving Party about the type of available resources and the approximate arrival time of such resources.
- C. Discretion of Responding Party's Authorized Official. Adoption of this Agreement does not create any duty to provide Assistance. When a Party receives a request for Assistance, the Authorized Official shall have absolute discretion to provide Assistance or to not provide Assistance. A Party's decision to provide Assistance or not provide Assistance shall be final. No Party nor any employee or officer of any Party shall be liable to any other Party or to any person for failure of any Party to furnish Assistance or for recalling Assistance.

ARTICLE V RESPONDING PARTY PERSONNEL

- A. National Incident Management System (NIMS). When providing Assistance under this Agreement, the Requesting Party's Utility and the Responding Party's Utility shall be organized and function under NIMS.
- B. Control. The personnel of a Responding Party providing Assistance shall be under the direction and control of the Receiving Party until the Responding Party's Authorized Official withdraws Assistance. The Receiving Party's Authorized Official shall coordinate response

activities with the Responding Party's Authorized Official. Whenever practical, Responding Party personnel should plan to be self sufficient for up to 72 hours.

- C. Food and Shelter. The Receiving Party shall supply reasonable food and shelter for Responding Party personnel for Assistance that is provided for more than 72 hours. If the Receiving Party is unable to provide food and shelter for a Responding Party's personnel, the Responding Party's Authorized Official or designee is authorized to secure food and shelter for its personnel and shall be entitled to reimbursement for such expenses from the Receiving Party. Reimbursement for food and shelter shall reflect the actual costs incurred by the Responding Party. If receipts are not available, the Responding Party cannot request reimbursement in excess of the State per diem rates for that area.
- D. Communication. The Receiving Party shall provide Responding Party personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communication among personnel providing Assistance.
- E. Status. Unless otherwise provided by law, the Responding Party's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits. To the extent permitted by law, Responding Party personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the Period of Assistance.
- G. Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Receiving Party's Authorized Official as soon as possible.

ARTICLE VI COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Receiving Party shall reimburse the Responding Party for each of the following categories of costs incurred while providing Assistance during the Period of Assistance.

- A. Personnel. A Responding Party shall be reimbursed for its actual costs paid to personnel providing Assistance during the Period of Assistance. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the Period of Assistance. Reimbursement to the Responding Party must consider all personnel costs, such as salaries or hourly wages, including overtime, and costs for fringe benefits and indirect costs.
- B. Equipment. The Receiving Party shall reimburse the Responding Party for the use of equipment during a Period of Assistance pursuant to the Responding Party's rate schedule. If the Responding Party does not have a rate schedule, the rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Party uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Party must provide such rates in writing to the Receiving Party prior to supplying Assistance. Reimbursement for equipment not referenced on a Party's rate schedule or the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

- C. Materials and Supplies. The Receiving Party must reimburse the Responding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Party must not charge direct fees or rental charges to the Receiving Party for other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period. The Responding Party must provide an itemized bill to the Receiving Party for all expenses it incurred as a result of providing Assistance under this Agreement. The Responding Party must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Receiving Party must pay the undisputed portion of the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the standard rate of interest charged by the Responding Party for unpaid bills. If the Responding Party does not have a standard rate, the interest rate shall be the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum. Any undisputed amount must be resolved using the procedures set forth in Article VII.

ARTICLE VII DISPUTES

The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Mediation. If there is a failure between Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a mediator, or if they cannot agree, the Statewide Committee Chair shall select a mediator. If the Chair of the Statewide Committee, has a conflict of interest, the duty for selecting a mediator shall pass to the Vice-Chair.
- B. Arbitration. If the dispute remains unresolved following mediation, the dispute shall be submitted to arbitration under the Uniform Arbitration Act, Minnesota Statutes, Sections 572.08-.30. If the Parties cannot agree on one or more arbitrators, the arbitrator(s) shall be selected using the same procedure set forth for selecting a mediator. The decision of the majority of the arbitrators shall not be binding upon the Parties. If the arbitration decision is not accepted, the Parties may pursue any other legal remedy to resolve the dispute.

ARTICLE VIII RECEIVING PARTY'S DUTY TO INDEMNIFY

For the purposes Minnesota Municipal Tort Liability Act, Minnesota Statutes, Chapter 466, the employees and officers of the Responding Party are deemed to be employees (as defined in Minnesota Statutes, Section 466.01, subdivision 6) of the Receiving Party.

The Receiving Party shall defend, indemnify and hold harmless, the Responding Party, its officers, employees, volunteers and agents from all claims, loss, damage, injury, and liability of

every kind, nature, and description, directly or indirectly arising from the Responding Party's Assistance during the Period of Assistance. The scope of the Receiving Party's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Receiving Party, or faulty workmanship or other negligent acts, errors, or omissions by the Responding Party personnel. The Receiving Party shall not be required to defend and indemnify the Responding Party for any willful or wanton misconduct of the Responding Party or its officer, employees, volunteers or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The intent of this article is to impose on each Receiving Party a limited duty to defend and indemnify a Responding Party for claims arising within the Receiving Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

The Receiving Party's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE IX DAMAGE TO EQUIPMENT

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

ARTICLE X WORKERS' COMPENSATION

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of another Party or its officers, employees or volunteers.

ARTICLE XI INSURANCE

Parties to this Agreement shall maintain the following liability coverages: (1) commercial general liability; and (2) automobile liability, including owned, hired, and non-owned automobiles. Each policy shall have a limit at least equal to the maximum municipal liability limit in Section 466.04, subd. 1. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than double the maximum municipal liability limit in Section 466.04, subd. 1.

**ARTICLE XII
WITHDRAWAL**

A Party may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee Secretary. Withdrawal takes effect 60 days after notice is sent.

**ARTICLE XIII
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Parties to this Agreement are encouraged to participate in mutual aid and assistance activities conducted under the State of Minnesota Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for Utilities through this Agreement if such a Program were established.

**ARTICLE XIV
NEW MEMBERS**

Other Governmental Units may be added to this Agreement upon approval of their governing body as evidenced by adoption of the resolution attached as Exhibit I to this Agreement and execution by the Governmental Unit's authorized representatives. A Governmental Unit shall not become a Party to this Agreement until a certified copy of the resolution is received by the Statewide Committee Secretary. The Statewide Committee Secretary shall maintain a master list of all Parties to this Agreement.

**ARTICLE XV
GENERAL PROVISIONS
MODIFICATION**

- A. Modification. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of the Parties to this Agreement. The Statewide Committee Secretary shall provide written notice to all Parties of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Parties.
- B. Signatory Indemnification. In the event of a liability, claim, demand, action or proceeding of whatever kind or nature arising out of a Period of Assistance, the Parties who receive and provide Assistance shall indemnify and hold harmless those Parties whose involvement in the transaction or occurrence that is the subject of such claim, action, demand or other proceeding is limited to execution of this Agreement.
- C. Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and are without effect.
- D. Notice. A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties to this Agreement shall

provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

- E. Effective Date. This Agreement shall be effective after approval by the Parties' governing body and execution by the Parties' authorized representatives.
- F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- G. Captions. Article and section headings contained in this Agreement are included for convenience only and form no part of the Agreement among the Parties.
- H. Waivers. The waiver by a Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- J. Savings Clause. If any court finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

City of Tonka Bay, Minnesota

The City Council of Tonka Bay, Minnesota duly approved this Agreement on the

_____ day of _____, 20__.

By: _____

Its Mayor

And: _____

Its Clerk

EXHIBIT I

RESOLUTION AUTHORIZING GOVERNMENTAL UNIT TO BE A PARTY TO MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN)

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them;

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the Agreement) among Governmental Units to allow their water, wastewater and storm water utilities to assist each other in case of an emergency;

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

WHEREAS, the governing body of [name of governmental unit] considers it to be in the best interests of the City of Tonka Bay to be a party to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that City of Tonka Bay:

1. Authorizes [position title of designated employee or official] and [position title of designated employee or official] to sign this resolution evidencing the intent of [name of governmental unit] to be a party to MnWARN; and
2. [Name of designated employee or official] is directed to send a certified copy of this resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN; and
3. [Name of political subdivision] agrees to comply with all terms of the Agreement. IN WITNESS WHEREOF, [name of governmental unit], by action of its governing body, caused this Resolution to be approved on [Month/Date/Year].

By: _____

Its _____

And: _____

Its _____



RISK MANAGEMENT INFORMATION
PROVIDING ASSISTANCE IN EMERGENCIES
Coverage and Liability Issues

When disaster strikes in Minnesota, the response is always the same. Cities and other local governments around the state pitch in to help, sending equipment and crews of firefighters, police officers, public works and utilities workers, building inspectors, and whatever other help is needed. We see that same spirit of emergency assistance sometimes reaching beyond the borders of Minnesota, whether that means helping out with floods in Iowa or sending assistance to the coastal states impacted by a hurricane.

Providing and receiving disaster assistance raises some coverage and liability issues for Minnesota cities, some of which can be different when you're responding out of state. This memo outlines applicable statutes, summarizes how the city's LMCIT coverage would apply, and identifies some potential problems that cities need to be aware of. There's also a checklist of potential coverage issues in emergency assistance situations.

Providing assistance within Minnesota – the local emergency assistance statute

Minn. Stat. 12.331 was first passed as part of the tornado relief bill in 1998. You could think of this law as a “default” mutual aid agreement for disasters. It clarifies local governments' authority both to request and to provide emergency assistance without an existing mutual aid agreement, and addresses the liability issues that can arise from emergency assistance.

12.331 sets out the following rules for when one political subdivision in Minnesota sends assistance to another Minnesota public body in an emergency. Throughout this memo we'll refer to cities, but this statute also applies to counties, towns and other political subdivisions.

- *Workers' compensation.* For purposes of workers' compensation, the sending city's employees are deemed to be acting within the scope of their duties as employees of the sending city. An injury to an employee of a city providing assistance would therefore be covered under his or her own city's work comp coverage.
- *Liability.* For purposes of tort liability, employees of the city sending assistance are deemed to be employees of the city receiving assistance. It would therefore be the responsibility of the

Learn More

Read more about emergency assistance in:

*Handbook for Minnesota Cities:
Part IV*

It's available at www.lmc.org.

This material is provided as general information and is not a substitute for legal advice.
Consult your attorney for advice concerning specific situations.

city receiving the assistance (and that city’s liability carrier) to defend and indemnify the sending city’s employee if that employee were sued for activities while providing the assistance. This provision eliminates much of the potential for conflicts between the two cities if both were sued in a tort claim arising from the emergency assistance.

- *Equipment.* Damage to the sending city’s equipment is the sending city’s own responsibility.

12.331 also provides the city receiving assistance must reimburse the city sending assistance for the compensation of the sending city’s employees, for those employees’ travel and maintenance expenses, and for any supplies used.

Keep in mind these statutory provisions only apply if there’s not a written agreement between the two cities to address these points. If the sending and receiving cities prefer to handle any of these considerations differently, they can simply develop and sign a written agreement with terms more suitable to their needs.

How does LMCIT coverage work when one Minnesota city provides emergency assistance to another under 12.331?

We’ll have to simplify some detailed coverage provisions, but the general way things work follow.

- Injuries to the sending city’s employees while assigned to provide emergency assistance in another city will be covered under the sending city’s LMCIT workers’ compensation coverage. This is because employees responding to another city’s emergency are doing so at the direction of their employer, the sending city.

Employees who “self deploy” to an emergency in another city may not be afforded this same protection – a point cities should specifically call out to those groups of employees who are most often asked to assist somewhere else (i.e. firefighters, police officers, and emergency medical responders). The message is simple – deciding on your own to respond in another community’s emergency is never a good idea. Doing so can be dangerous for you, can create liability problems for both cities involved, and often leads to disruptive confusion in situations that are already chaotic.

- Damage to any vehicles or equipment from the sending city will be covered by the sending city’s LMCIT property or auto physical damage coverage, just as if the equipment were being used for any other city purpose.

Learn More

Read more about LMCIT coverages in:

- *Things to Think About When Renewing Your City’s Property/Casualty Coverage*
- *Things to Think About When Renewing Your City’s Workers’ Compensation Coverage*

They’re available at www.lmc.org.

- LMCIT liability coverage for the receiving city will respond to liability claims against the sending city's employees that arise in the course of providing emergency assistance. This is because employees of the sending city are deemed to be employees of the receiving city for tort liability purposes under 12.331.
- For auto liability claims that arise from using the sending city's licensed vehicles in providing emergency assistance, both cities' coverage could theoretically apply. Where both cities are LMCIT members, LMCIT will treat the receiving city's LMCIT auto liability coverage as primary in this situation.
- In many cases, the city providing assistance will send vehicles and equipment, along with employees to operate them. In those cases, the vehicle is not considered to be a "borrowed" vehicle for the city that's receiving the assistance, and that vehicle is therefore not covered by the receiving city's auto physical damage coverage. Damage to the vehicle or equipment would be covered under the sending city's auto physical damage coverage.

The vehicle is considered a "borrowed" vehicle only if it's being operated by and is in the care, custody, and control of, the city receiving assistance. If that's the case – a city sends its vehicles to be operated by the receiving city's employees or volunteers – then the receiving city's auto physical damage coverage is primary.

- When a city employee operates his or her own vehicle on city business, including responding to an emergency in another community, that vehicle is not considered to be a "borrowed" or "leased" vehicle. The receiving city's auto physical damage coverage through LMCIT therefore won't cover damage to the vehicle; nor will the sending city's LMCIT coverage. Physical damage to an employee's car is at his or her own risk, just as it would be in his or her own city limits.

What if my city borrows or rents vehicles or equipment from someone who is not a LMCIT member city?

The city's LMCIT municipal liability and auto liability coverage will automatically respond to liability claims arising from the operation of vehicles or equipment that the city borrows or rents in an emergency. It is not necessary to schedule each individual vehicle in order to have coverage.

LMCIT blanket property coverage would cover any physical damage to vehicles or equipment you borrow or rent, up to a sublimit of \$500,000, as long as the equipment is in the city's care, custody and control. There are a few cities who choose not to cover their small-value equipment at all. If your city doesn't have coverage for its own small-value mobile property, you don't have coverage for small-value equipment you borrow or lease either.

What happens if we provide emergency assistance under a mutual aid agreement with different provisions from the statute?

It really depends on what the mutual aid agreement says. If the mutual aid agreement between the two cities is silent about workers' compensation, tort liability, or damage to equipment, the provisions of the statute apparently would still apply on that particular issue. If the agreement specifically addresses any or all of those matters differently from the way the statute handles them, the terms of the agreement would govern.

If both cities are LMCIT members, liability and auto liability coverage shouldn't be a problem. Regardless of how the mutual aid agreement addresses tort liability, each city's respective LMCIT coverage would pick up whatever liability the city has under the agreement. That would include liability for its own employees' acts and any tort liability the city assumes under mutual aid agreement for the other city's employees' acts.

LMCIT strongly suggests cities avoid using mutual aid agreements which have language like "each party shall be responsible for its own liability." Although it may sound like a fair allocation of risk, this language sets up the potential for a defense conflict between the two cities if both are sued for a single incident. Under a contract provision like this, when a plaintiff sues both cities for their combined emergency response, the goal for each city becomes to show that the other city was more liable and should therefore pay the claim. This kind of conflict can reduce both cities' chances of successfully defending the plaintiff's claim. In addition, each city will need its own defense attorney, resulting in greater legal expenses all around.

If a mutual aid agreement makes your city responsible for workers' compensation benefits for another city's employees, you need to contact LMCIT. There may be an additional premium charge to your city for this kind of additional workers' compensation exposure.

What about emergency volunteers?

So far, we've talked about the implications of one city's employees providing assistance in another community's disaster. But we know that volunteers may also provide critical help in emergency situations.

Minn. Stat. 12.22 subd. 2a, says that a city volunteer assisting a city in a disaster or emergency is considered a city employee, if the volunteer:

Model Mutual Aid Agreement

View a model agreement in:

LMCIT Model Mutual Aid Agreement

It's available at www.lmc.org.

Learn More

Read more about covering volunteers in:

Accident Coverage for City Volunteers

It's available at www.lmc.org.

- Is registered with the city; and
- Is working under the direction and control of the city.

A registered city volunteer who is injured while assisting in a disaster would therefore be entitled to workers' compensation benefits. LMCIT's practice has been not to charge any additional premium for this workers' compensation exposure.

Like any city volunteers, disaster volunteers are automatically "covered parties" under the city's LMCIT liability coverage. Thus for LMCIT member cities, LMCIT would cover liability claims against a registered emergency volunteer working under the city's direction and control.

These volunteers do not need to be reported to LMCIT. However, because the statute specifies that emergency volunteers must be "registered", the city should maintain a record of the individuals that provide volunteer help to the city in an emergency (or at any other time for that matter). If an injury occurs, the LMCIT work comp claims staff will need that record to determine whether or not the individual is covered.

What about other political subdivisions or cities that aren't LMCIT members?

Obviously, we're only in a position to tell you how the city's LMCIT coverage works. If you're not an LMCIT member, talk to your insurer about work comp, liability, and equipment coverage. Make sure your insurer will cover whatever exposures you have, whether you're operating under the statute or under an agreement. Make sure too that you understand what items or exposures you need to report to your insurer, and what the added coverage will cost.

Similarly, if your city receives assistance from a political subdivision that's not an LMCIT member, make sure that that political subdivision is aware of these various coverage and liability issues and has addressed them appropriately with their own carrier.

Providing help outside of Minnesota

Sometimes a Minnesota city is called to help in an emergency outside the state. Sending help to other states is of course very valuable to their disaster response needs, and may also provide some important "real life" training to local responders.

Cross-border assistance

It's common in border communities to have mutual aid agreements that cross state lines. This is a perfectly okay practice and the provisions of that contract will control the arrangement, just as it would if both cities were in Minnesota.

It may sometimes be the case where a city in another state calls a Minnesota city directly to provide assistance, but the two cities don't have an existing mutual aid arrangement. Again, this is probably most common in border communities. This scenario can be a bit tricky, because state laws may differ in terms of how liability and workers' compensation issues are handled. In

addition, things like immunity defenses, tort cap limits, or work comp benefits may also be different in another state.

In short, it's just not a good idea to provide one-to-one emergency assistance outside Minnesota without a written agreement already in place. LMCIT staff will be glad to work with member cities on developing such agreements. If you have resources that are so particularly unique that you are often called by communities outside Minnesota, you should check in with the Minnesota Duty Officer about how best to manage those resources and you should probably consult with your city attorney to develop a standard agreement for sending resources outside Minnesota in an emergency.

Interstate assistance under EMAC

There's another important way Minnesota cities might provide assistance outside the state's borders. The state of Minnesota, along with all other states, participates in the Emergency Management Assistance Compact (EMAC). EMAC is an inter-state agreement which each state adopts by statute – here it's Minn. Stat. 192.89 – in order to provide an orderly mechanism through which emergency assistance can be requested and offered. EMAC is coordinated by the National Emergency Management Association. More information about EMAC can be found at www.emacweb.org.

Although EMAC is a state-to-state arrangement, it's often the case that much of the actual emergency assistance is provided by local government employees rather than by state employees. EMAC contemplates that inter-state assistance by local governments will be requested, coordinated, and dispatched through the state emergency management office. In Minnesota, the state Department of Homeland Security and Emergency Management (HSEM) performs that function. More information about HSEM's role in EMAC can be found at www.hsem.state.mn.us.

When EMAC is activated, HSEM is notified of any need for assistance and HSEM in turn notifies local responders. The city providing assistance will sign an intergovernmental agreement with HSEM that specifies the terms and conditions under which assistance will be provided outside Minnesota.

Both Minn. Stat. 192.91 and the current version of HSEM's intergovernmental agreement provide that the city's employees are deemed to be state of Minnesota employees for purposes of tort liability. This provides two important protections for city employees responding under EMAC.

- It gives city employees immunity for liability claims arising from their acts or omissions while providing disaster assistance to another state. There's an exception for "willful misconduct, gross negligence, or recklessness."
- It provides that city employees providing inter-state disaster assistance under EMAC are considered agents of the requesting state for tort liability and immunity purposes. This

basically makes the requesting state responsible to defend and indemnify the sending city's employees if they're sued.

In most cases therefore, liability should not be a concern for a city providing assistance in another state under EMAC. However, if it were to somehow happen that there was a liability claim against an LMCIT member city which was not handled by the state that was receiving the assistance, the city's LMCIT liability coverage would respond to that claim, just like any other liability claim against the city.

As is the case with providing assistance within the state of Minnesota under the emergency assistance statute, the sending city remains responsible under workers' compensation laws for their employees' injuries. A city's LMCIT work comp coverage would continue to apply under an EMAC response.

EMAC also provides for the state receiving assistance to reimburse the party providing assistance for damage to the assisting party's equipment. If for some reason an LMCIT member city wasn't reimbursed by the receiving state for damage to its equipment or vehicles, the city's LMCIT property and/or auto physical damage coverages would apply, just as with any other instance of damage to city vehicles or equipment.

The provisions of EMAC and associated HSEM intergovernmental agreements offer responding cities some very important protections. It is therefore imperative that city employees NEVER self-deploy to an emergency outside Minnesota. In the words of HSEM, "If you respond on your own, you are on your own."

Disaster assistance – a coverage checklist for cities

If your city is either receiving assistance in a disaster or providing assistance to another city in a disaster, here's a checklist to help identify potential coverage problems:

1. *Is assistance being provided under the statute or under an agreement?*

If both the sending and receiving cities are LMCIT members and you're working under Minn. Stat. 12.331, providing or receiving disaster assistance doesn't create any particular coverage problems for either city. Both cities' existing LMCIT liability, property, auto, and workers' compensation coverages will address their respective risks under the statute.

If you are instead responding under an existing mutual aid agreement, the terms of that contract will apply. It's a good idea to review the terms of existing mutual aid agreements in light of the information provided in this memo, and in consultation with your city attorney.

Contract Review Service:

If you're not sure about a particular contract, LMCIT will review it to help ensure that the contract's insurance and liability provisions adequately protect the city's interests.

Send contracts to Chris Smith at csmith@lmc.org or Tracie Chamberlin at tchamberlin@lmc.org.

2. *Is either the sending or the receiving party a non-LMCIT member?*

If you're receiving assistance from a county or township, or from a city that isn't an LMCIT member, you'll want to make sure they understand that under the statute, they're responsible for work comp for injuries to their employees, and for any damage to their equipment.

If you're providing assistance to a city or other unit that isn't an LMCIT member, you'll want to make sure that they and their liability carrier understand that they are responsible for liability claims arising from your employees' activities.

3. *Is the city borrowing or leasing any vehicles?*

LMCIT member cities automatically have liability coverage and coverage for physical damage to any vehicle the city rents or borrows.

4. *Is the city using volunteers?*

If your city is using volunteers who are acting under your direction and control, those volunteers need to be "registered" with the city in order to be covered by the city's workers' compensation and liability coverage. In other words, keep a list of your disaster volunteers, by name.

5. *Does a mutual aid agreement make you responsible for work comp for anyone else's employees or volunteers?*

If an agreement makes your city responsible for providing workers' compensation coverage for anyone who is not by law your city's employee, contact LMCIT right away – preferably before you sign the agreement.

6. *Does a mutual aid agreement require you to provide liability coverage for anyone else or name them as a covered party?*

If the agreement calls for you to add another city or other person or entity as an "insured" or a "covered party," contact LMCIT.

7. *Are you responding outside the state of Minnesota?*

If you are providing assistance outside Minnesota, you should be doing so either under a specific written mutual aid agreement or through EMAC as deployed by HSEM. Never self-deploy to any emergency, whether or not outside of Minnesota.

If your city is working under an agreement rather than under the statute in either providing or receiving disaster assistance, make sure you understand your responsibilities under that agreement. It's a good idea to have your city attorney review all mutual aid agreements.

Questions?

If you have any questions about coverage, please give us a call. We understand that when you're dealing with a disaster, the last thing you need is to be worrying about arcane details of coverage. We'll do our best to answer your questions and address any problems as quickly as we can.

Feel free to contact Ann Gergen, LMCIT Associate Administrator; Chris Smith, Risk Management Attorney; or any of the underwriters at the LMCIT office.

Ann Gergen 09/08

MnWARN Membership Application Questionnaire

System Name: City of Tonka Bay

Check all that apply: Water Wastewater Stormwater Collection Only
 Distribution Only Treatment Only

Which department is responsible for Gopher State One-Call (GSOC) response?

Water Wastewater Stormwater

WATER:

System Connections: 640

Population Served: 1475

GPM production capacity: 700 normal, up to 2,000 if needed

Are accurate maps available?..... Yes No We have maps but not accurate

Type of supply: Ground Water Surface Water

Treatment Process: Softening Iron Removal Zeolite

Other (describe) _____

System Classification:..... A B C D

Number of licensed operators:A _____ B 1 C 2 D _____

Type of equipment available:..... Backhoe Portable Generator Tools

Routine water/wastewater/storm water pumps

Pressure washers and equipment Trucks

Other (describe)

Size of curb stop riser pipe (Choose one): 1 inch 1 ¼ inch

Current type of hydrants in use and type of thread: Waterous

WASTEWATER:

System Capacity: _____ Million Gallons a Day (MGD)

Population Served: _____

Treatment System: Activated Sludge Trickling Filter

Biologically Activated Filter (BAF)

Rotary Biological Contact (RBC) Extended Filter

Other (please list) _____

Collection System: Yes No

Collection Only: Yes No

System Classification:..... A B C D

Number of licensed operators:SA _____ SB _____ SC 2 SD 1

Are accurate maps available? Yes No same as water

Types of pipe: Clay Concrete PVC
 Other (describe) _____

Manhole Opening Sizes: 24" 27" Other (describe) _____

How are lift stations operated? SCADA Floats Auto Dialer Alarms

Type of equipment available:..... Vactor Backhoe Tools Bucket machine
 Camera truck Service camera Trucks
 Routine water/wastewater/storm water pumps
 Jetting Equipment Rodding Equipment
 Other (describe) _____

Treatment system contains:..... Odor scrubbers Pre-treatment Clarification
 Incineration Mixers Bar screens
 Anaerobic digestion Aerobic digestion
 Disinfection De-chlorination
 Other (describe) _____

STORMWATER:

MS4 Community: Yes No

Are accurate maps available? Yes No

Direct Discharge to receiving stream. Yes No

Number of direct discharges: 61

Type of pipe in collection system: Clay Concrete PVC Other _____

Manholes: Sumps

Catch basins: Sumps

Treatment basins: Detention Retention Infiltration

Special equipment:..... Mowers Tractors Sweepers/Brooms

Number of staff:Supervisors 1 Operators 2

RESOLUTION 15-11

**A RESOLUTION AUTHORIZING TONKA BAY TO BE A PARTY
TO MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN)**

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them; and

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the "Agreement") among governmental units to allow their water, wastewater, and storm water utilities to assist each other in case of an emergency; and

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

WHEREAS, the governing body of Tonka Bay considers it to be in the best interests of the City to be a party to the agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tonka Bay:

1. Authorizes the Mayor and City Administrator to sign this resolution evidencing the intent of Tonka Bay to be a part of MnWARN; and
2. Robin Bowman is directed to send a certified copy of this resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN; and
3. Tonka Bay agrees to comply with all terms of the Agreement.

PASSED at a regular meeting of the Tonka Bay City Council this 23rd day of June, 2015.

Motion introduced by _____ and seconded by _____.

Roll Call Vote: Ayes –
Nays –
Absent –

Gerry De La Vega, Mayor

ATTEST:

Lindy Crawford, Clerk/Administrator



CITY OF TONKA BAY

4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994
www.cityoftonkabay.net

ITEM NO. 8B

Memo

To: Mayor and City Council
From: Lindy Crawford, City Administrator
Date: June 23, 2015
Re: Deer Feeding

Following the last Council meeting, additional information has been provided on the ordinances in place in other cities. I have attached copies of information provided by Duluth, Oakdale, St. Cloud and St. Paul.

I am also attaching the proposed language for the ordinance for Tonka Bay.

**SECTION 742
PROHIBITION ON FEEDING DEER**

742.01 PURPOSE.

It is hereby determined that deer within the city poses a threat to public safety by increasing the likelihood of deer-vehicle collisions, and the transmission of diseases to humans from deer. This Section is intended to reduce these threats by restricting supplemental feeding of deer, which results in concentrations of deer and can affect the normal movement of deer within the community. It is not the intent of this Chapter to regulate the recreational feeding of birds.

742.02 PROHIBITION ON SUPPLEMENTAL DEER FEEDING

Prohibition: No resident may place or permit to be placed on the ground, or within five (5) feet of the ground surface any grain, fodder, salt licks, fruit, vegetables, nuts, seeds, hay or other edible materials which may reasonably be expected to intentionally result in deer feeding. Living fruit trees and other live vegetation shall not be considered as supplemental deer feeding.

742.03 EXEMPTIONS FROM PROVISIONS.

The prohibition described in Section 742.02 above shall not apply to:

Subd. 1. Veterinarians, city animal control officials or county, state or federal game officials who are in the course of their duties and have deer in their custody or under their management;

Subd. 2. Persons authorized by the City of Tonka Bay to implement a deer management program approved by the City Council; or

Subd. 3. Any food placed upon the property for purposes of trapping or otherwise taking deer where such trapping or taking is pursuant to a permit issued by the Minnesota Department of Natural Resources.

OAKDALE

ARTICLE V. FEEDING WILDLIFE AND WATERFOWL

Sec. 4-24. Prohibition. No person shall feed or allow the feeding of wildlife or waterfowl on

private or public property in the City. Providing living food sources, such as fruit trees and other live

vegetation, to wildlife or waterfowl shall not be considered to be prohibited feeding.

Sec. 4-25. Exceptions. The prohibition in Section 4-24 shall not apply to veterinarians, City,

county, state or federal officials who in the course of their duties have wildlife or waterfowl in their

custody or under their management.

Sec. 4-26. Definitions.

“Wildlife” is any animal that is not normally domesticated in the state, including but not limited to

raccoons, turkeys, coyotes, deer, feral cats, foxes, raccoons, and skunks.

“Waterfowl” is any bird that frequents the water, or lives about rivers, lakes, or other bodies of water;

and aquatic fowl, including but not limited to ducks, geese, swans, herons, and egrets.

“Feed” or “Feeding” means purposely or knowingly providing, either on the ground or at a height of

less than five (5) feet above the ground, shoreline, body of water or any structure, any food, feed, bait,

non-birdseed mixtures, grain, fruit, vegetables, hay, mineral, salt, food by-product, garbage or other

edible material to wildlife or waterfowl, or providing any other substance to wildlife or waterfowl that

the person intends wildlife or waterfowl to ingest. (Ord. 760, 10/25/11)

DULUTH

06-005-O

REPLACEMENT

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6-78 OF THE DULUTH CITY CODE, 1959, AS AMENDED; REGULATING FEEDING OF PIGEONS.

BY COUNCILOR NESS:

The city of Duluth does ordain:

Section 1. That Section 6-78 of the Duluth City Code, 1959, as amended, is amended to read as follows:

Sec. 6-78. Feeding of pigeons or deer prohibited.

(a) Feeding of pigeons or deer. Except for operation of the Duluth zoo and its programs, feeding a wild deer on publicly-owned or occupied, or publicly-controlled, land is prohibited. Feeding of a wild deer or allowing one or more of them to be fed on one’s privately-owned or occupied

property is prohibited within the city; No person shall feed a nondomesticated pigeon, nor place feed in a place or manner that a reasonable person would expect to result in feeding a nondomesticated pigeon, in any area of the city that is not in a district zoned suburban (or its successor designation), as set out in Chapter 50, Article VII, or its successor, of Duluth City Code, except in a designated feeding area of a city park. This Section does not apply to domesticated pigeons such as those kept for racing, entertainment performances or agricultural purposes.

(b) Enforcement. Any employee or agent of the city who is authorized to cite another for violation of Duluth City Code and any peace officer is authorized to enforce this ordinance;

(c) Penalty. The minimum fine for a violation of Section 6-78, or its successor, shall be \$50.

Section 2. That this ordinance shall take effect 30 days after its passage and publication.

STATEMENT OF PURPOSE: Citizens have complained to the council about the adverse effects of the large number of pigeons in residential areas. This ordinance will prohibit feeding pigeons and thereby help control their numbers and location.

ST. CLOUD

1040:400. Deer.

Subd. 1. Definitions.

(a) "Deer" means all mammals of the family Cervidae.

(b) "Feed" means the provision or dissemination of food, including salt, in any manner in the vicinity of deer.

Subd. 2. Prohibited acts. It will be unlawful for any person to feed deer on any land not zoned agricultural within the City.

1040:500. Enforcement.

(a) This Section will be enforced by the Police Department and/or the Health and Inspections Department.

1040:600 Violations and Penalties.

Subd. 1 Any person violating this ordinance will be subject to a warning for the first violation with the exception of those ordinance sections that follow.

(a) Exception. No warning is required for violations of Sections 1040:40 Animals at Large; 1040:50 Barking, nuisances, property damage and fecal clean-up; 1040:70 Dangerous Animals; and 1040:80 Potentially Dangerous Animals; 1040:90 Animal Biting; Quarantine; 1040.130 Intereference with Officers; and 1040:400 Animal Cruelty

Subd. 2. Subsequent violations. A person violating this Section for a second and subsequent time will be subject to an administrative penalty in accordance with the administrative fine schedule and / or subject to criminal prosecution.

ST. PAUL

Overview

Feeding wildlife is prohibited in Saint Paul's parks and natural areas.

Deer

Section 201.01 of the City of Saint Paul 's Legislative Code states that “no person shall intentionally feed deer within the city.” This includes grain, salt licks, fruit, vegetables, nuts, and hay.

Waterfowl

Feeding geese is not only detrimental to the health of the animal but has serious environmental consequences. Check out the resources below for more information.



CITY OF TONKA BAY

4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994
www.cityoftonkabay.net

ITEM NO. 9A

Memo

To: Mayor and City Council
From: Lindy Crawford, City Administrator
Date: June 23, 2015
Re: City Hall Fence

Councilmember Clapp has asked that this item be placed on the meeting agenda. He is proposing the Council discuss whether they would like to replace the fence around the water retention ponds located next to City Hall with something more attractive, durable and secure.

Included with this memo are pictures of the existing fence.







