



1858
RAMSEY COUNTY
MINNESOTA

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Board of Supervisors
ROBERT J. KERMES, *Chair*
ED M. PRUDHON
STEVEN A. RUZEK

**AGENDA
TOWN BOARD MEETING
SEPTEMBER 6, 2017**

1. **7:00 p.m.** – Call to Order at Heritage Hall, 4200 Otter Lake Road.
2. Approval of Agenda (Additions/Deletions).
3. Approval of Payment of Bills.
4. Approval of Minutes of August 28, 2017.
5. **Consent Agenda:**
 - A. **SEH Agreement for Professional Services – Environmental & Transportation** – Approve Agreements & Authorize Execution.
6. **Old Business:**
 - A. **Southwind Holdings, LLC, 5960 Highway 61** - Plan Modifications / Adoption of Zoning Certificate for a Conditional Use Permit.
7. **New Business:**

General Business:

 - A. **2018 Budget** – Resolution Adopting the Preliminary Amount to be Raised by Property Taxes for the year 2017.
 - B. **Abatement Appeal Hearing - 5252 Division** – Call Abatement Appeal Hearing.
8. **Added Agenda Items.**
9. **Open Time.**
10. **Receipt of Agenda Materials & Supplements.**
11. **Adjournment.**





Town Board Meeting September 6, 2017

Agenda Number: 1 - 2 - 3 - 4

Subject: Call to Order – 7:00 p.m.
Heritage Hall, 4200 Otter Lake Road

Approval of September 6, 2017 Agenda

Approval of Payment of Bills

Approval of Minutes of August 28, 2017

Documentation: September 6, 2017 Agenda
August 28, 2017 Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	September 6, 2017 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	Minutes of August 28, 2017

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The meeting was called to order at 7:02 p.m.

Present: Supervisors: Kermes, Prudhon, Ruzek; Clerk: Short; Attorney: Lemmons;
Engineer: Studenski.

APPROVAL OF AGENDA (Additions/Deletions): Prudhon moved to approve the agenda with the following amendments: Add to Consent Agenda: 5I) In Accordance with Town Ordinance No. 35, Section 9-6.3(e) & Based on Staff Review, Recommendation & Approval, Ratify the Town Clerk's Issuance of an Administrative Driveway Variance at 2616 Martin Way; 5J) Call Public Hearing for Monday, September 18, 2017 at 7:40 p.m. for Conditional Use Permit to Allow a Section of the Building to be Used for Construction of Handmade Furniture; 5K) Call Public Hearing for Monday, September 18, 2017 at 7:50 p.m. for Conditional Use Permit to Allow Indoor Storage at a Commercial Building; 5L) Call Public Hearing for Monday, September 18, 2017 for Noise Abatement Hearing at 8:00 p.m. to Abate Nuisance; Add New Business Item 8A) Town Hall – Land Lease. Ruzek seconded. Ayes all.

APPROVAL OF PAYMENT OF BILLS: Prudhon moved approval for the payment of bills. Ruzek seconded. Ayes all.

APPROVAL OF MINUTES OF AUGUST 7, 2017 (Additions/Deletions): Ruzek moved approval of the Minutes of August 7, 2017. Prudhon seconded. Ayes all.

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5A) Approve 2017 Deer Hunting Request for Michael Gatzke & Dave Markoe to Bow Hunt on the Jebco Property Abutting Rice Lake & Patrick Lanigan on Township Property Near State Tool; 5B) Approve Renewal of Contract with Institution Community Work Crew (ICWC) Through October 20, 2018 & Authorize Execution by the Town Board & Town Clerk; 5C) Based on Town Attorney & Staff Review and Recommendation Approve a Hold Harmless Agreement Between White Bear Township & Stellen Medical, LLC, Allowing Use of Stellen's Parking Lot for Parking on Township Day & Authorize Execution by the Town Board Chair & Town Clerk; 5D) In Accordance with Town Ordinance No. 35, Section 9-6.3(e) & Based on Staff Review & Recommendation Approve and Ratify the Town Clerk's Issuance of an Administrative Driveway Variance at 3941 Portland Avenue; 5E) Receive Construction Activity Report; 5F) Receive Finance Officer 2nd Quarter Financial Report; 5G) Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve Comcast Permit to Replace Underground Coaxial Cable Line to Service the Business at 4099 White Bear Parkway Including Directional Boring Under White Bear Parkway & the Business Driveway; 5H) Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve Comcast Permit to Replace Underground Coaxial Cable Line to Service a Resident at 1242 Birch Lake Boulevard including Directional Boring Under Birch Lake Boulevard; 5I) In Accordance with Town Ordinance No. 35, Section 9-6.3(e) & Based on Staff Review & Recommendation, Ratify the Town Clerk's Issuance of an Administrative Driveway Variance at 2616 Martin Way; 5J) Call Public Hearing for Monday, September 18, 2017 for Conditional Use Permit at 7:40 p.m. to Allow a Section of the Building to be Used for Construction of Handmade Furniture; 5K) Call Public Hearing for Monday, September 18, 2017 at 7:50 p.m. for Conditional Use Permit to Allow Indoor Storage at a Commercial Building; 5L) Call Public Hearing for

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Monday, September 18, 2107 at 8:00 p.m. for Nuisance Abatement Hearing to Abate Nuisance. Prudhon seconded. Ayes all.

FOREST COURT NO PARKING REQUEST – AUTHORIZE INSTALLATION OF NO PARKING SIGNS ON FOREST COURT: The Clerk reported that in May of this year the Town Board received a petition from the residents from Forest Court and South Shore Boulevard for the Town to establish a no parking zone starting at the intersection of South Shore Boulevard and Forest Court, continuing for 225 feet along Forest Court to the Town's Lift Station #2. The petitioners all desire to have this parking restriction imposed. Currently the proposed no parking zone includes a blind intersection, and is a school bus stop. They feel that when vehicles park along the proposed no parking zone, it impedes the flow of traffic and blocks emergency vehicles from entering Forest Court. In July the Town sent a letter to 16 affected property owners. All were supportive of the no parking request except for a resident on South Shore Boulevard. He believes that parking on Forest Court is a less dangerous alternative to parking on that bend in South Shore Boulevard which is very dangerous, and there have been numerous accidents. Ruzek noted that some of the petitioners for this request are South Shore Boulevard residents and they would have a keen awareness of the issue that may be created and they appear comfortable with the request.

Prudhon moved, based on Staff review and recommendation to authorize installation of No Parking signs at the intersection of South Shore Boulevard and Forest Court, continuing for 225 feet along Forest Court to Lift Station #2. Ruzek seconded. Ayes all.

Kermes noted that the Town's Public Works Department will install the signs.

SIMPLE RECYCLING – APPROVE AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES & AUTHORIZE EXECUTION BY THE TOWN BOARD CHAIR: The Clerk reported that the Town Board and Utility Commission have been reviewing the Simple Recycling program for a few months. It was the Utility Commission's recommendation, and the Town Board concurrence, to enter into an agreement with Simple Recycling for soft recyclables collection which include fabric, textiles and small household items to be placed in special bags provided by Simple Recycling. The bags are to be placed on recycling days, apart from the Republic Service carts, but near the carts. It is Simply Recycling's experience that in most communities 1-3% of the residents participate in the program. Trucks would be sent to the neighborhoods on the date that is specified for recycling. The Town would receive \$.01/pound of gross receipts for items collected. The Town Board has asked the Town Attorney to review the agreement and the Clerk to contact Republic Service, the Town's contract hauler. Republic Service stated that they have reviewed the Simple Recycling program. They reviewed the agreement. They thought that because of the unique character of the Township's Republic Service contract for picking up of three nonstandard items that including microwaves in the definition of soft recyclables may be confusing to Town residents. They suggest that microwaves be deleted from the definition of soft recyclables. They did not have any concern about the residents placing Simple Recycling bags for pick up on recycling days. Simple Recycling will leave behind the same number of bags as put out. Republic Services wants to assure that the bags are not tied to one of their carts which may interfere with their mechanized pickup process. Republic Services was generally supportive of the program as discussed. The

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agreement with Simple Recycling has been amended to delete microwaves as a soft recyclable. If the Town or Simple Recycling chooses to terminate the three year agreement there is a clause with the understanding that the Town would not enter into a similar agreement for 18 months. Simple Recycling agrees with the recommendation. The Town Attorney clarified that the Town can terminate the agreement at any time for cause but cannot contract for service with a recycling company of similar nature for 18 months. Simple Recycling is starting in White Bear Township and will most likely expand to other communities that would be part of the service area. He stated that since they are paying \$.01/lb gross receipts it has to be determined how they would calculate that with multiple jurisdictions. In response to a question regarding what other jurisdictions Simple Recycling has contracts with, the Clerk stated that he is aware of Brooklyn Center, Brooklyn Park, Shorewood, and some Ramsey County communities including Arden Hills.

Ruzek moved, based on Staff and Town Attorney review and recommendation to approve Agreement with Simple Recycling for collection of soft recyclables and to authorize execution by the Town Board Chair, including amendments as discussed. Prudhon seconded. Ayes all.

7:10 P.M. PUBLIC HEARING – TIF DISTRICT #22 – MODIFICATION OF DISTRICT #22: The Public Hearing was held at 7:24 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

The Clerk reported that in 2012 the Town created TIF District #22 to provide economic development assistance to Water Gremlin Company to expand on their site in White Bear Township to bring in some facilities from elsewhere. As a result of that decision Water Gremlin constructed a 72,000 square foot building in their south campus which is adjacent to their north campus. Following construction of that building in 2013 they also improved their existing older facility. The Town provided economic development assistance to encourage that development including increasing the value to the Town, increasing employment and assisting them with land acquisition and demolition of substandard buildings. Water Gremlin would now like to acquire a conflicting land use property adjacent to the south campus building from a resident. The property is surrounded by light industrial. The buildings are substandard and with the acquisition of that parcel Water Gremlin has submitted plans which have been approved by the Town to have a 72,000 square foot expansion of the existing 72,000 square foot building. In order to accommodate them the TIF Financing Plan needs to be amended. By doubling the size of the improvement the amount of increment would be increased. The Town would like to assist Water Gremlin in the expansion and acquisition of the adjacent property by providing additional development assistance. In order to do that the plan has to be amended which includes calling a public hearing. Prior to the hearing tonight notice was sent out to the school districts and the County informing them of the proposed amendment and asking for their comments. The comments were to be submitted to the Town no later than today. No comments were received. Consideration of amending the Financing Plan and entering into a Development Agreement with Water Gremlin was to be the topic of tonight's public hearing. While Water Gremlin still intends to proceed with the project they have not had enough time to review the Financing Plan to issue their understanding and support of the plan and have asked that the public hearing be continued to September 18, 2017. The Clerk

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recommended conducting the public comment portion of the public hearing but to continue action until September 18th.

Ruzek moved to open the public comment portion of the Public Hearing. Prudhon seconded. Ayes all. There was no public comment. Ruzek moved to close the public comment portion of the Public Hearing. Prudhon seconded. Ayes all.

Ruzek moved, at the request of Water Gremlin to continue the Public Hearing for modification of TIF District #22 to Monday, September 18, 2017 at 7:30 p.m. Prudhon seconded. Ayes all.

7:20 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE REQUEST AT 2340 HOXIE AVENUE: The Public Hearing was held at 7:29 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

The Clerk reported that Laura Anderson & Robert Bland, 2340 Hoxie Avenue have applied for a Special Three Dog License. The applicants have followed the procedures and provided rabies certifications, licenses (which will be paid for and issued if the Special Three Dog License is approved), and application fee has been paid. The Animal Control Officer has provided an inspection report noting that there were four dogs and all showed no apparent signs of illness, had healthy coats and appeared healthy and there were three cats; dogs had access to clean potable water; sufficient quality food; enough leashes for each dog; access to main living area of 550 square feet; 2400 square foot natural grass yard enclosed with a 4' chain link fence; inside residence cozy with fair ventilation.

The Clerk reported that notice of the Public Hearing was sent to 42 neighbors within 350 feet of the applicant's home. One response was received from the resident at 2353 Gaston Avenue who stated that three dogs would be okay as long as they are restrained and not let run loose, don't bark and if the owner takes care of the yard. The Clerk noted that the Town has a three dog license but not a four dog license. The applicants have four dogs which needs to be addressed. He reported that notice was provided that the oldest of the dogs is elderly and if and when the older dog expires they will not add another.

Prudhon moved to open the public comment portion of the Public Hearing. Ruzek seconded. Ayes all.

Robert Bland, 2340 Hoxie Avenue, reported that the oldest dog is not in good health and they have made arrangements with Lake Animal Hospital to have the dog euthanized between September 1st and 3rd. He reported that the yard is kept free of dog feces. He reported that the dogs have bark control collars.

Bob Bernier, 2337 Hoxie Avenue stated that they live across the street from Bob Bland. His first concern is that the home at 2340 Hoxie Avenue is a small 480+ square foot building. He stated that he does not know how healthy it is with four dogs, three cats and two people living there. The dogs bark constantly. He cannot walk around his yard without the dogs barking. They bark continuously if he is outside and barks if someone walks down the road. The front

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gate at the backyard has boards against the fence to try to keep the little dog in. He stated that he feels that it is a disaster. He reported that Bob Bland had a three dog license and bought a fourth dog. Mr. Bernier stated that he has lived there for 40 years and should be able to have some peace and quiet. He stated that he does not care what dogs are there if the Township rules are followed.

Kermes asked Mr. Bland when he put the bark control collars on the dogs. Mr. Bland stated that they were bought two weeks ago. He stated that they keep the female pit bull on leash when people are around. Early in the morning or later in the evening she has off leash times to run around the yard. He reported the boards at the fence are a few pieces of plywood at the gap between his and his neighbor's fence. He reported that his dogs have never gone out of the yard and they have never bitten anyone. He stated that the dogs do not bark continuously. Kermes noted that barking is always an issue with neighbors. He reported that the Town Board can put additional conditions on the Special Three Dog License with terms to establish a probationary period. He suggested that may be a solution to allow Mr. Bland to get the bark control collars working successfully. Violation of the conditions could result in the license being rescinded. Ruzek recommended that a condition of the license be assurance that their will only be three dogs so that a precedence is not set for allowance of four dogs. Bob Bland stated that the oldest dog will be put to sleep early September. Kermes suggested having a six month probationary period to provide the applicant time to respond and comply to the conditions. He asked that when the oldest dog is taken in to the animal hospital to be put to sleep that Mr. Bland provide the document to the Town.

There were no further public comments. Prudhon moved to close the public comment portion of the Public Hearing. Ruzek seconded. Ayes all.

Prudhon moved, based on Staff review and recommendation to approve the request for the Special Three Dog License at 2340 Hoxie Avenue through March 31, 2020, subject to the following conditions: 1) this special Three Dog License shall be limited to the dogs currently residing at the home; 2) all dogs shall have current licenses obtained from White Bear Township; 3) all dogs shall have current rabies vaccinations; 4) the premises shall be cleaned of all feces on a daily basis. Unreasonable noise, odors or other annoyances shall be prohibited for the protection of public health and safety; 5) this Special Three Dog License shall expire on March 31, 2020. Application for renewal shall be completed prior to that date; 6) White Bear Township reserves the right to revisit the action to approve this Special Three Dog License if complaints are received during the license period; 6) there will be a six month probationary period after which the barking will be reviewed; 7) document of euthanasia provided to the Township early September 2017; 8) State, Federal and local laws and Ordinances shall be complied with. Noting that any concerns by neighbors regarding barking be provided to the Animal Control Officer by dialing 911 and identifying that the call is for Animal Control – this provides a record of the complaint. Ruzek seconded. Ayes all.

7:30 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE REQUEST AT 1651 GARDEN LANE: The Public Hearing was held at 7:50 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

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The Clerk reported that the applicant has requested that the Public Hearing be continued September 18, 2017 to give them and Animal Control Officer more time to prepare application and report.

Ruzek moved to open the public comment portion of the Public Hearing. Prudhon seconded. Ayes all. There was no public comment.

Ruzek moved, based on applicant's request, to continue the Public Hearing – Special Three Dog License request at 1651 Garden Lane to Monday, September 18, 2017, at 7:20 p.m. Prudhon seconded. Ayes all.

HAMMOND ROAD CUL-DE-SAC & WHITE BEAR PARKWAY STORM SEWER: 1) APPROVE PLANS & SPECIFICATIONS; 2) AUTHORIZE ADVERTISEMENT FOR BIDS:

The Town Engineer reported that the Town Board authorized the preparation of plans and specifications in July. The Hammond Road cul-de-sac area and the White Bear Parkway area west of Otter Lake Road plans are ready and final review of the documents with Public Works is almost complete. The work includes reconstruction and replacement of five deteriorated catch basin structures and the necessary pavement and turf restoration to perform the improvements. The project is above and beyond what Public Works can do so the project will go out for bid. The work is anticipated to be completed this fall. The Capital Improvement Plan has Storm Water Utility Funding for this type of project. The Storm Water Project listing has the two projects estimated at a total of \$50,000.00. The Utility Commission recommends approval for these two storm water projects.

Ruzek moved, based on Town Engineer report at tonight's meeting, to approve the plans and specifications for the Hammond Road cul-de-sac and White Bear Parkway storm sewer reconstruction and replacement of the deteriorated catch basin structures and related work for an estimated amount of \$50,000.00, noting that the Capital Improvement Plan has Storm Water Utility Funds for this type of project and is included in the 2017 budget. Prudhon seconded. Ayes all.

Ruzek moved to authorize advertisement for bids for the Hammond Road cul-de-sac and White Bear Parkway storm sewer reconstruction and replacement of the deteriorated catch basin structures and related work. Prudhon seconded. Ayes all.

IMPROVEMENT 2016-2 – SOUTHEAST AREA SEWER LINING: 1) APPROVE CHANGE ORDER #3; 2) APPROVE PAY ESTIMATE #4:

The Town Engineer reported that the Town Board awarded the Southeast Sanitary Sewer System Rehabilitation project to Hydro-Klean in the amount of \$897,104.16. The Town Board also approved Change Order #1 and #2 bringing the total contract amount to \$981,377.18. During the construction activity, it was found that there were six locations that needed pipe repair and three areas that had pipe sags. The six pipe repair locations were corrected by using patch reinforcements. The sag areas were in very difficult areas to excavate having high costs to perform the work. The three sag areas were County Road F, Arbor Drive, and South Shore Boulevard. The lining activities are being performed through the use of special equipment and procedures. All activity is being

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coordinating with the impacted residents. Engineering is working with Ramsey County to perform the work in their right-of-way. Engineering is recommending approval of Change Order #3 in the amount of \$34,000.00 which will bring the total contract amount to \$1,016,177.18; and approval of Pay Estimate #4 in the amount of \$146,542.72 for work completed to date. The completion date is September 29, 2017 to finish the utilities and street work with a final completion date of October 20, 2017. The project is funded through the Sanitary Sewer Fund and assessments.

Prudhon moved, based on Town Engineer review and recommendation to approve Change Order #3 in the amount of \$34,800 which will bring the total contract to an amount of \$1,016,177.18 which is under the budgeted amount of \$1,300,000.00, noting that the project is being funding through the Sanitary Sewer Fund. Ruzek seconded. Ayes all.

Prudhon moved, based on Town Engineer review and recommendation to approve Pay Estimate #4 in the amount of \$146,542.72 for the work completed to date, noting that the project is being funded through the Sanitary Sewer Fund. Ruzek seconded. Ayes all.

POLAR LAKES PARK BASEBALL FIELD #2 DRAIN TILE: 1) RECEIVE THE BID; 2) AWARD CONTRACT TO MORRIS EXCAVATING: The Clerk reported that the Polar Lakes baseball fields have had drainage issues since their construction in 2001. Drainage improvements made to fields #1, #3, and #4 have greatly improved playability. Field #2 has poor drainage that has deterred baseball associations from committing to playing on them on a regular schedule since the fields do not recover quickly from a moderate rainfall prior to a scheduled game. Staff is recommending that field #2 infield and outfield be drain tiled the same as fields #1, #3 and #4 have been. The Town advertised for sealed bids on July 26, 2017 and August 2, 2017. Bids were opened on August 14, 2017 at 10:00 a.m. The Town received one bid for drain tile installation from Morris Excavating for \$52,809.60 for field #2. There are only two tiling companies who use a smaller 2" tile application and Morris Excavating, who installed drain tile on the fields #1, #3, and #4 in 2014, 2015 and 2016, uses a 4" tile. The cost of Hartman's tiling system over Morris Excavating's system was 37% more in 2014. The system installed by Morris Excavating has performed well. The Park Board has recommended approval of the drain tile proposal from Morris Excavating for \$52,809.60. The drain tile project will be funded by the Polar Lakes Park Fund that has \$175,000 identified in the CIP for the improvements in 2017 for field #2. Additional improvements such as irrigation, seeding, construction of a pitching mound and outfield fence rehabilitation will be presented at a future meeting. The estimated cost to complete these remaining items if \$30,000.00.

Ruzek moved, based on Public Works Director's review and recommendation to receive the bid from Morris Excavating for drain tile work for field #2. Prudhon seconded. Ayes all.

Ruzek moved, based on Public Works Director's review and recommendation to award contract to Morris Excavating for the drain tile work for field #2 as identified in the CIP for improvement in 2017 in the amount of \$52,809.60 with funding from the Polar Lakes Park Fund. Prudhon seconded. Ayes all.

2017 INFILTRATION & INFLOW (I&I) WORK REQUEST: 1) APPROVE REQUEST FOR PROPOSAL; 2) AUTHORIZE ADVERTISEMENT FOR BIDS: The Clerk reported that as part of the Township's infrastructure management program the Town televises the sanitary sewer mainlines to determine the pipe's structural condition; evaluate for infiltration leaks; provide information on the cleanliness of the pipe to assist in determining adjustments to the cleaning frequency of the system; and to assist in addressing the infiltration/inflow exceedance identified by the Metropolitan Council Environmental Services. The request for proposal is based on information gathered by Hydro-Klean during the fall of 2016. The existing condition of the vitreous clay pipe is good with very few structural concerns at this time. The issues identified are mainly the pipe joints, where root intrusion/grease build up and infiltration are concerns. Fifty one pipe joints/service connections have been identified to be grouted to reduce I&I. Each of the sanitary sewer lines identified with joints/service connections grouting will be cleaned prior to the actual joint/service grouting work. Staff is recommending that the I&I RFP be approved and authorization for advertisement for sealed bids.

Prudhon moved, based on Public Works Director's review and recommendation to approve the Request for Proposal for the sealing of sanitary sewer pipe joints SS 17-1. Ruzek seconded. Ayes all.

Prudhon moved to authorize the advertisement for bids noting the bid opening date of September 21, 2017. Ruzek seconded. Ayes all.

WATER TOWER EXTERIOR CLEANING & INSPECTION: The Township has three water towers in the system. As part of the infrastructure management program the tower interiors and exteriors need cleaning and inspections performed every other year or more often, if needed, to provide information on the tower condition. Information provided on these inspections helps to determine when painting the towers will be required. This year the northeast tower's interior and exterior were repainted. The Hammond Road tank is proposed to be painted in 2019. The south tank was repainted in 2009. This year only the exteriors will be cleaned and inspected on the Hammond Road and South towers. Bids were received for the exterior cleaning of these two towers. Exterior cleaning quotes were received from Water Tower Clean and Coat, Inc. for \$9,000.00; and KLM Engineering for \$11,300.00, which includes a \$200.00 discount for one mobilization. An additional quote from Classic Protective Coatings, Inc. was received late last Friday. Their quote was for \$5,220.00 for a 100,000 gallon tank and \$8,840.00 for a 750,000.00 gallon tank. Public Works staff is recommending that the bid from Water Tower Clean and Coat, Inc. in the amount of \$9,000.00 be approved. This quote includes cleaning and inspecting the exterior of the Hammond Road and South tanks this fall. Water Tower Clean and Coat has performed work for the Town as recent as 2016. The results of this inspection will assist in determining whether any future maintenance such as painting will be needed. Funding for the water tower's exterior cleaning and inspection will be provided by the Water Operating Fund.

Ruzek moved to receive the quotes for the water tower exterior cleaning and inspections. Prudhon seconded. Ayes all.

Ruzek moved, based on Public Works Director review and recommendation to approve the quote from Water Tower Cleaning and Coat, Inc. in the amount of \$9,000.00, for cleaning,

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inspecting, and providing a video for the Hammond Road and South tower's exterior, with funding from the Water Operating Fund, noting that the cleaning and inspection will be done this fall. Prudhon seconded. Ayes all.

PROBATIONARY PERIOD – COREY TRIEMERT, PUBLIC WORKS DEPARTMENT: The Clerk reported that pursuant to Section III F. Probationary Period, of the Township Employee Handbook, a report to the Town Board on the performance of Corey Triemert, has completed the six month probationary period of his employment as Public Works Maintenance is available. The report is based on observations as well as feedback from both the Public Works and Administrative staff over the past six months. Corey is performing all of the essential functions of the position as set forth in the Public Works Maintenance Worker job description. His performance in all areas either meets or exceeds those in the job description. The Public Works Director and Field Maintenance Supervisor feel that Corey enhances the Public Works Department's personnel dynamics by being a team player and by being willing to tackle any job/task given to him. He also openly communicates with his supervisor and to the other Public Works Maintenance staff. They are pleased with Corey's performance to date and look forward to working him to further his career goals with the Township. Kermes congratulated Corey and welcomed him as a full-time Public Works employee.

Prudhon moved, based on Public Works Director and Field Maintenance Supervisor review and recommendation to appoint Corey Triemert to Township service as a full time Public Works employee. Ruzek seconded. Ayes all.

TOWN HALL – LAND LEASE: The Clerk reported that the Town Board, serving as the EDA spent some time discussing the proposed mechanism for the Town to work with the White Bear Lake Area Historical Society to manage operations in the Town Hall and a list of services that the Town wishes to have performed by the historical society which are included in a lease agreement prepared by the Town Attorney. The EDAB has reviewed the terms and the services to be provided over several meetings as has the EDA and Town Board. Action is to approve the Lease Agreement Between White Bear Township and the White Bear Lake Area Historical Society. The Lease Agreement has been reviewed tonight for the first time and a few recommended adjustments were provided. One is that the electric service would be paid by the Town for the rest of 2017 and the WBLA Historical Society will pay for 2018. The term promotion included in the description of services to be provided by the WBLA Historical Society. Promotion refers to the Town Hall restoration campaign. The Town Attorney explained that the reason for a Lease agreement as opposed to a management agreement is because the Town does not have the statutory authority to have management agreements regarding Town property.

Kermes asked Sara Hanson, WBLA Historical Society if she was in agreement with the recommended adjustments. Sara Hanson stated that the adjustments are acceptable to the Historical Society. Ruzek noted that there has been interest in having the Town Board having one Town Board meeting at the Town Hall and asked if this will be possible. The Town Attorney stated that will be added to the terms of the lease.

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Ruzek moved, based on Town Attorney review and recommendation to approve the Lease Between the White Bear Lake Area Historical Society with the noted changes and to authorize execution on behalf of the Town. Prudhon seconded. Ayes all.

OPEN TIME: Jennifer and Eric Pederson, 2160 Park Avenue, appeared before the Town Board to discuss a concern they have with a dangerous tree on their abutting neighbor's property at 5252 Division Street. The tree is split down the middle hanging over their home and their neighbor's home. Several tree companies which the Pederson's have consulted with indicated that there is a 20% chance that this tree will fall onto their house. The Code Enforcement Officer visited their home on August 16, 2017. Upon inspection they were told that the homeowner at 5252 Division Street would be put on notice that the tree must be removed. Jennifer Pederson stated that a 20% chance that this tree will fall is too great a chance for her family to take. She, her husband, and two young daughters have moved from the house temporarily into their parent's home 40 miles away because they do not feel safe in their house. If the tree were to fall it would fall onto the part of their house where their six year old daughter's bedroom is located. Pictures of the tree were provided to the Town Board showing the condition of the tree and how the split down the center of the tree has widened day by day. Jennifer Pederson reported that the tree is a huge ash tree over 100' feet in height. She reported that she spoke with the property owner at 5252 Division Street and he informed them that he will have the tree removed but that it would not be until after Labor Day, possibly September 5th or 6th. The Pederson's asked if there is any way that the tree could be removed without waiting for another week. The Clerk explained the process that the Town uses for nuisance abatements, noting that the property owner has the right to appeal. After discussion the Town Attorney stated that if there is imminent danger, an emergency abatement could be done. He noted that in a case such as this the Town would want an inspection by an arborist prior to the emergency abatement. The Town Clerk will call an independent arborist in the morning to schedule an inspection as soon as possible. Dependent on the report of the arborist, the Town may declare an emergency abatement and have the tree removed as soon as a tree removal service can be scheduled. The Pederson's stated that they understand the processes that must take place and thanked the Town Board, Town Attorney and Town Clerk for their help.

RECEIPT OF AGENDA MATERIALS & SUPPLEMENTS: Ruzek moved to receive all agenda materials and supplements for tonight's meeting. Prudhon seconded. Ayes all.

Ruzek moved to adjourn the meeting at 8:45 p.m. Prudhon seconded. Ayes all.

Respectfully Submitted,

William F. Short
Clerk-Treasurer

Approved at Official Meeting Minutes

Town Board Supervisor

Date



**Town Board Meeting
September 6, 2017**

Agenda Number: 5A – Consent Agenda

**Subject: SEH Agreement for Professional Services –
Environmental & Transportation – Approve
Agreements & Authorize Execution**

**Documentation: Agreement
Town Attorney Memo**

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Attorney & Staff Review & Recommendation Approve the SEH Agreement for Environmental & Transportation Professional Services & Authorize Execution by the Town Board Chair

Agreement for Professional Services

This Agreement is effective as of June 15, 2017, between White Bear Township (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Miscellaneous Water Resources and Traffic Engineering Services.

Client's Authorized Representative: Tom Riedesel
Address: 1281 Hammond Road
White Bear Township, MN 55110
Telephone: 651.747.2761 **email:** tom.riedesel@whitebeartownship.org

Project Manager: Rebecca Nestingen, PE
Address: 3535 Vadnais Center Drive
St. Paul, MN 55110
Telephone: 651.490.2175 **email:** rnestingen@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The Consultant will provide miscellaneous water resources and traffic engineering services including development reviews on behalf of the Client for conformance with local, state, and federal standards and regulations. Deliverables are to include a technical memorandum of review comments, findings, and recommendations. Reviews may include subsequent follow-up reviews of revised submittals to address initial review comments.

Schedule: Reviews and technical memorandum are to be completed within approximately two weeks of receiving the request for review and required submittal materials.

Payment:
The fee is hourly.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

White Bear Township

By:



Justin Gese, PE, LEED GA

Title:

Client Service Manager

By: _____

Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Basic Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant’s services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client’s Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney’s fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant’s agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Agreement for Professional Services
Between White Bear Township (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated June 15, 2017

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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SEH Hourly Billable Rates – 2017

Classification – Office Staff	Billable Rate ⁽¹⁾
Principal	\$155.00 - \$240.00
Project Manager	\$120.00 - \$225.00
Senior Project Specialist	\$120.00 - \$200.00
Senior Project Engineer	\$130.00 - \$200.00
Project Engineer	\$100.00 - \$160.00
Staff Engineer	\$80.00 - \$120.00
Senior Project Architect	\$130.00 - \$195.00
Project Architect	\$95.00 - \$150.00
Staff Architect	\$80.00 - \$110.00
Senior Project Scientist	\$125.00 - \$165.00
Project Scientist	\$80.00 - \$115.00
Staff Scientist	\$70.00 - \$90.00
Senior Project Planner	\$150.00 - \$195.00
Project Planner	\$85.00 - \$135.00
Staff Planner	\$70.00 - \$90.00
Project GIS Analyst	\$80.00 - \$150.00
Lead Technician	\$90.00 - \$160.00
Senior Technician	\$80.00 - \$130.00
Technician	\$60.00 - \$105.00
Word Processor	\$55.00 - \$90.00
General Clerical	\$55.00 - \$90.00
Graphic Designers	\$80.00 - \$120.00
Classification – Field Staff	Billable Rate ⁽¹⁾
Licensed Land Surveyor	\$105.00 - \$150.00
Lead Project Representative	\$95.00 - \$145.00
Sr. Project Representative	\$75.00 - \$125.00
Project Representative	\$70.00 - \$120.00
Survey Crew Chief	\$85.00 - \$120.00
Survey Instrument Operator	\$60.00 - \$90.00

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

The rates shown are subject to change.

Effective: January 1, 2017
 Expires: December 31, 2017



Building a Better World
 for All of Us[®]

SHORT ELLIOTT HENDRICKSON INC.

MEMORANDUM

DATE: August 3, 2017
TO: White Bear Town Board
FROM: Chad Lemmons
RE: Agreement for Professional Services – Short Elliott Hendrickson, Inc.
(Environmental)

DISCUSSION

I have reviewed the Agreement for Professional Services dated June 15, 2017 concerning the provision of consultant services for miscellaneous water resource services. I find the agreement to be acceptable subject to the following comments.

This agreement is subject to the general conditions of agreement for professional services which is not attached to this present agreement. I recommend that those general conditions be reviewed. Additional language may be necessary.

The fees being charged by SEH are hourly with a cap of \$10,000.00. According to Paragraph A of Exhibit A-1 estimated compensation earned reaches 90% of the contract amount of \$10,000.00, SEH is to contact the Town and determine what additional costs be incurred to complete any project which has been started but not completed. The Town should keep track of when the outstanding billings reach \$9,000.00. At that time, the Town should contact SEH to find out what remaining costs may be incurred.

According to the schedule it is presumed that SEH will be providing services over the next 4-5 years. SEH bills on hourly rates and attached to Exhibit A-1 are the SEH hourly billable rates for the year 2017. This rate schedule expires on December 31, 2017 and we should presume that the rates will change in 2018. You may wish to consider placing an annual percentage cap as to how much SEH can raise its hourly rates. If an agreement can't be reached on changes in hourly rates, then you should consider adding language that would allow the Town to cancel this agreement, at its sole discretion, if it does not agree to the new hourly rates proposed by SEH.

If you have any questions regarding this memorandum, please feel free to contact me.

MEMORANDUM

DATE: August 3, 2017
TO: White Bear Town Board
FROM: Chad Lemmons
RE: Agreement for Professional Services – Short Elliott Hendrickson, Inc.
(Transportation)

DISCUSSION

I have reviewed a professional services agreement between the Township and Short Elliot Hendrickson, Inc. (“SEH”) to provide miscellaneous water resources and traffic engineering services dated June 15, 2017. I find the agreement acceptable with the following comments.

This agreement is subject to the general conditions of agreement for professional services which is not attached to this present agreement. I recommend that those general conditions be reviewed. Additional language may be necessary.

It is my understanding that Town staff will initiate each consultation project and provide SEH with a clear statement of what work the Town wishes SEH to perform on its behalf. Under the terms of the agreement, SEH is to provide the Town with a technical memorandum of review, comments, findings and recommendations. I am assuming that this accurately describes what work the Town is expecting SEH to perform on its behalf.

This contract also calls for SEH to be paid an hourly rate, with the 2017 hourly billable rates attached to Exhibit A-1. As in the case of the environmental consultation agreement. The rate scheduled terminates on December 31, 2017. As in the environmental agreement, the Town should consider language which places an annual percentage cap as to how much SEH can raise its hourly rates. You should also consider language which allows the Town to terminate the agreement at its sole discretion if the Town does not agree to the hourly rates to be charged by SEH in future years. I would also recommend that SEH be required to provide its annual hourly rates by January 2nd of the year in which the rates are to be charged. For example, rates for 2018 must be provided by January 2, 2018.

I would also note that under this agreement there is no cap as to the gross amount SEH will be billing to Town. Because neither the Town nor SEH can determine at this time what projects, if any, SEH will be working on for the Township there is no way to establish a practical dollar cap on what can be charged on this contract. However, you may wish to consider that.

If you have any questions regarding this memorandum, please feel free to contact me.



**Town Board Meeting
September 6, 2017**

Agenda Number: 6.A – Old Business

Subject: Southwind Holdings, LLC, 5960 Highway 61 - Plan Modifications / Adoption of Zoning Certificate for a Conditional Use Permit

**Documentation: Staff Memo w/ attachments
Proposed Conditional Use Permit**

Action / Motion for Consideration:

Town Planner Report at Meeting / Discuss
Southwind Holdings Presentation

Based Staff Review & Recommendation Approve the Revised Zoning Certificate for a Conditional Use Permit with the Attached Requirements for Southwind Holdings, LLC @ 5960 Highway 61

Minutes
Town Board Meeting
August 7, 2017

7:55 P.M. PUBLIC HEARING CONTINUATION – SOUTHWIND HOLDINGS, LLC, 5960 HIGHWAY 61 – REQUEST FOR CONDITIONAL USE PERMIT TO ALLOW CONVERSION OF THE CAR WASH TO A LIQUOR STORE & RELATED SITE IMPROVEMENTS: The Public Hearing was continued at 8:05 p.m. Ruzek moved to waive the reading of Public Notice noting that proper publication was made. Prudhon seconded. Ayes all. Ruzek moved to continue the Public Hearing. Prudhon seconded. Ayes all.

The Planner provided an overhead showing the location of the property. He reported that Southwinds proposes to close the liquor store from the Bald Eagle Quick Stop building and relocate it to the car wash building. The car wash would be eliminated if the new Conditional Use Permit is approved. The plans for the liquor store after it is relocated may be a coffee shop although a specific use has not been determined as yet and is not under consideration at this time. A Conditional Use Permit was approved in 1999 for the liquor store. Modifying the site requires a new Conditional Use Permit. In addition to construction of the new liquor store several other site modifications are proposed. The storage building is planned to be demolished and the existing driveway will be shifted to create two more parking stalls. The driveway coming out of the car wash will be converted into three parking stalls

in front of the building. A new sidewalk is planned as well as a deck along a portion of the building. Parking requirements were discussed to be sure that there would be enough parking. Based on the proposed use there should be 54 parking stalls. There are 51 parking stalls identified. The Planning Commission recommended additional parking stalls, another 3 or 4 spaces can be added. With the removal of the storage building in the back. The Planning Commission recommended approval of the Conditional Use Permit subject to the following conditions: 1) adding three parking spaces at the location described; 2) construction of trash enclosure, as required for commercial sites in the Town; 3) Fire Inspector inspection; and 4) requirement of the Town Engineer. Since no changes are being made to the driveway to Highway 61 a MnDOT permit is not required. There is an existing gravel driveway connecting the two sites which will be eliminated with formalizing of the parking and curbing. Prudhon asked the Town Engineer if he has looked at the proposal. The Town Engineer reported that they have reviewed the plan. Since there are no changes to the connection to Highway 61, the plan is fine. The biggest item was elimination of the connection to the south properties. It was discussed if there could be a turnaround area towards the south so that the cars could turn around at the west side of the liquor store. Prudhon asked if there were any issues with alteration around the drainage pond. The Town Engineer reported that the drainage was addressed through the current area and very little adjustments are being made to the site itself. Ruzek noted that the parking area in front of the liquor was for two spaces with those being handicapped parking which would give more room to back out. The Planner stated that the Planning Commission recommendation was to convert the five parking spots to two parking spots for handicapped parking. He reported that he discussed that with the developer after the Planning Commission recommendation. The developer was not excited about the recommendation. Prudhon noted that with people parking there it makes it hard for people to back up into the exit and entrance to the site. The Planner reported that a turnaround has been created on the plan to accommodate backing up and turning. The developer's plan does not reflect that but he did see the modified plan which showed the hatching with the change. He would still like to see three spaces, but the turnaround is fine. Prudhon asked if the turnaround could be done without infringing on the lot line. The Planner stated that it would not infringe on the lot line. He stated that an option was to close the access entirely. It was discussed with MnDOT and they feel that a problem is for the fuel trucks to get around the site practically and have to use the access by the liquor store to fuel up. Ruzek asked if the plan is still short two parking spots. The Planner stated that based on the current plan they need to add three more spots. Prudhon asked if there is a proposal for signage since it is a separate building. The Planner reported that there has been no discussion regarding a new sign. He reported that they could relocate the monument sign and put the liquor store on the monument sign. He stated that part of the proposal is the existence of a pylon sign that has been relocated so there are two pylon signs. Prudhon asked about lighting on the building. The Planner reported that no plans have been submitted for lighting as yet. He stated that the Ordinance does not permit any flashing lights, only concealed downward lighting. Prudhon asked if the footprint of the building would change. The Planner stated that only the roof pitch on the car wash building would change.

There was no public comment. Ruzek moved to close the public comment portion of the Public Hearing. Prudhon seconded. Ayes all. Ruzek moved to close the Public Hearing. Prudhon seconded. Ayes all.

Ruzek moved, based on Planning Commission and Staff review and recommendation to approve the Conditional Use Permit with attached requirements (noting that #7 of the requirements should state that parking stalls allocated in front of the liquor store building shall have two stalls designated handicapped. A turnaround shall be provided to the south of the parking stalls) for Southwind Holdings, LLC, 5960 Highway 61, to allow conversion of the car wash to a liquor store and related improvements, upon receipt of a plan that shows the two handicapped parking stalls for staff review. Prudhon seconded. Ayes all.

MEMORANDUM

TO: TOWN BOARD
FROM: TOM RIEDESEL
DATE: AUGUST 31, 2017

SUBJECT: BALD EAGLE QUICK STOP LIQUOR STORE RELOCATION

REQUEST: CONDITIONAL USE PERMIT

At the August 7th Town Board meeting, the Board approved a Conditional Use Permit which permitted Southwind Holdings, Bald Eagle Quick Stop, to relocate their liquor store from the Quick Stop convenience store building to the car wash building.

During the review of the proposal by the Planning Commission and Town Board, parking was discussed extensively. The Planning Commission recommendation for approval included the following site plan modifications: spaces proposed in front of the liquor store be reduced to two, include a turnaround and the two spaces in front of the building be limited to handicapped parking only.

Based on the use and building area, the number of parking stalls required for the site is 53 spaces. The Quick Stop site currently has 48 spaces. An additional 5 spaces are proposed with an additional 4 spaces being proposed as proof of parking. The proposed spaces include 3 in front of the liquor store with the recommended turnaround.

Mr. Alm is concerned with the Town's requirement to limit the parking in front of the relocated liquor store to 2 handicapped spaces.

Based on the Building Code, three handicapped spaces will be required for a use which has between 51 and 75 parking spaces. The location of these spaces, when you have a site with multiple accessible buildings and entrances, must be near the accessible entrances. Currently there is one handicapped space located in front of the Scuba entrance. The two new handicapped spaces could be located in front of the new liquor store location, on the north side of the new liquor store location or any of the spaces in front of the old liquor store location or the other tenant spaces facing Highway 61.

Mr. Alm would like to discuss the parking requirement with the Town Board at the September 6th meeting.

If the Board amends the requirements of the recently approved Conditional Use Permit, a new approval and Zoning Certificate should be issued addressing any new requirements.

TR/psw
cc:admin/add.file.
b:alm2

**SECTION 1106
PARKING AND PASSENGER LOADING FACILITIES**

1106.1 Required. Where parking is provided, *accessible* parking spaces shall be provided in compliance with Table 1106.1, except as required by Sections 1106.2 through 1106.4. Where more than one parking facility is provided on a *site*, the number of parking spaces required to be *accessible* shall be calculated separately for each parking facility.

Exception: This section does not apply to parking spaces used exclusively for buses, trucks, other delivery vehicles, law enforcement vehicles or vehicular impound and motor pools where lots accessed by the public are provided with an *accessible* passenger loading zone.

**TABLE 1106.1
ACCESSIBLE PARKING SPACES**

TOTAL PARKING SPACES PROVIDED	REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
1,001 and over	20, plus one for each 100, or fraction thereof, over 1,000

1106.2 Groups R-2 and R-3. At least 2 percent, but not less than one, of each type of parking space provided for occupancies in Groups R-2 and R-3, which are required to have *Accessible, Type A or Type B dwelling or sleeping units*, shall be *accessible*. Where parking is provided within or beneath a building, *accessible* parking spaces shall also be provided within or beneath the building.

1106.3 Hospital outpatient facilities. At least 10 percent, but not less than one, of care recipient and visitor parking spaces provided to serve hospital outpatient facilities shall be *accessible*.

1106.4 Rehabilitation facilities and outpatient physical therapy facilities. At least 20 percent, but not less than one, of the portion of care recipient and visitor parking spaces serving rehabilitation facilities specializing in treating conditions that affect mobility and outpatient physical therapy facilities shall be *accessible*.

1106.5 Van spaces. For every six or fraction of six *accessible* parking spaces, at least one shall be a van-accessible parking space.

Exception: In Group R-2 and R-3 occupancies, van-accessible spaces located within private garages shall be permitted to have vehicular routes, entrances, parking spaces and access aisles with a minimum vertical clearance of 7 feet (2134 mm).

1106.6 Location. *Accessible* parking spaces shall be located on the shortest *accessible route* of travel from adjacent parking to an *accessible* building entrance. In parking facilities that do not serve a particular building, *accessible* parking spaces shall be located on the shortest route to an *accessible* pedestrian entrance to the parking facility. Where buildings have multiple *accessible* entrances with adjacent parking, *accessible* parking spaces shall be dispersed and located near the *accessible* entrances.

Exceptions:

1. In multilevel parking structures, van-accessible parking spaces are permitted on one level.
2. *Accessible* parking spaces shall be permitted to be located in different parking facilities if substantially equivalent or greater accessibility is provided in terms of distance from an *accessible* entrance or entrances, parking fee and user convenience.

1106.7 Passenger loading zones. Passenger loading zones shall be *accessible*.

1106.7.1 Continuous loading zones. Where passenger loading zones are provided, one passenger loading zone in every continuous 100 linear feet (30.4 m) maximum of loading zone space shall be *accessible*.

1106.7.2 Medical facilities. A passenger loading zone shall be provided at an *accessible* entrance to licensed medical and long-term care facilities where people receive physical or medical treatment or care and where the period of stay exceeds 24 hours.

1106.7.3 Valet parking. A passenger loading zone shall be provided at valet parking services.

1106.7.4 Mechanical access parking garages. Mechanical access parking garages shall provide at least one passenger loading zone at vehicle drop-off and vehicle pick-up areas.

1106.7.5 Bus boarding and alighting. At least one bus boarding and alighting space in each boarding and alighting area shall be *accessible*.

1106.8 Restriping. Renewing parking striping shall be allowed. New striping due to surface seal coating, resurfacing, reconfiguration of parking spaces, or some other reason, shall provide *accessible* spaces as applicable in Sections 1106.1 to 1106.7.

M
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**SECTION 1107
DWELLING UNITS AND SLEEPING UNITS**

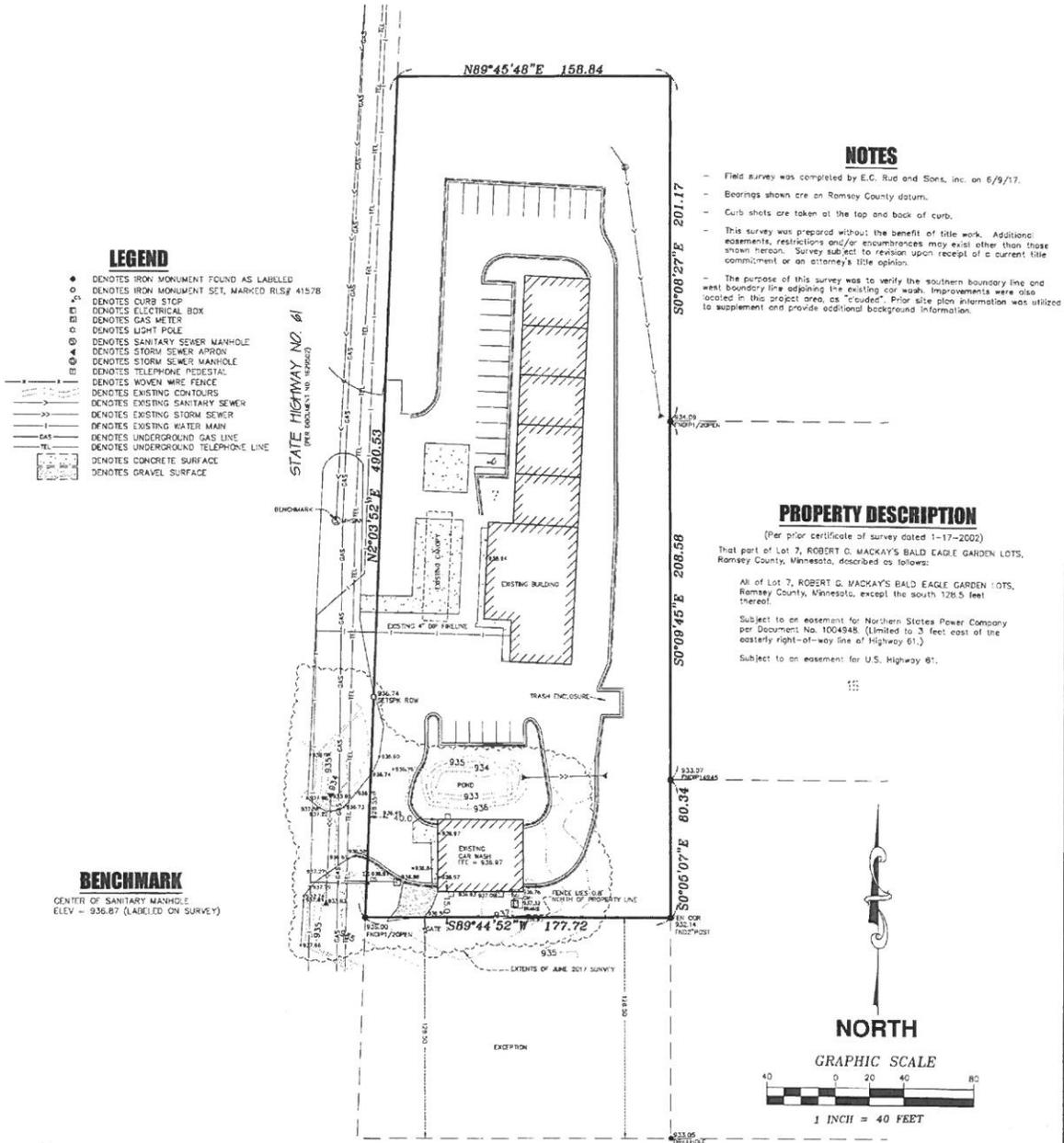
1107.1 General. In addition to the other requirements of this chapter, occupancies having *dwelling units* or *sleeping units* shall be provided with *accessible* features in accordance with this section.

1107.2 Design. *Dwelling units* and *sleeping units* that are required to be *Accessible units, Type A units* and *Type B units* shall comply with the applicable portions of Chapter 10 of ICC A117.1. Units required to be *Type A units* are permitted to be designed and constructed as *Accessible units*. Units

CERTIFICATE OF SURVEY

~for~ SOUTHWIND BUILDERS

~of~ 5960 HIGHWAY 61



LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES CURB STOP
- DENOTES ELECTRICAL BOX
- DENOTES GAS METER
- DENOTES LIGHT POLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES STORM SEWER APPROX
- DENOTES STORM SEWER MANHOLE
- DENOTES TELEPHONE PEDESTAL
- DENOTES WOVEN WIRE FENCE
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES UNDERGROUND GAS LINE
- DENOTES UNDERGROUND TELEPHONE LINE
- DENOTES CONCRETE SURFACE
- DENOTES GRAVEL SURFACE

BENCHMARK

CENTER OF SANITARY MANHOLE
ELEV = 936.87 (LABELED ON SURVEY)

NOTES

- Field survey was completed by E.C. Rud and Sons, Inc. on 6/9/17.
- Bearings shown are on Ramsey County datum.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- The purpose of this survey was to verify the southern boundary line and west boundary line adjoining the existing car wash. Improvements were also located in this project area, as "located". Prior site plan information was utilized to supplement and provide additional background information.

PROPERTY DESCRIPTION

(Per prior certificate of survey dated 1-17-2002)
That part of Lot 7, ROBERT G. MACKAY'S BALD EAGLE GARDEN LOTS, Ramsey County, Minnesota, described as follows:
All of Lot 7, ROBERT G. MACKAY'S BALD EAGLE GARDEN LOTS, Ramsey County, Minnesota, except the south 126.5 feet thereof.
Subject to an easement for Northern States Power Company per Document No. 1004948. (limited to 3 feet east of the easterly right-of-way line of Highway 61.)
Subject to an easement for U.S. Highway 61.

E.G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.
JASON E. RUD
Date: 6/23/17 License No. 41578

223 NO: 01711BT	DATE: 6/9/17	SCANNED <input type="checkbox"/>	
REVISIONS	DRAWN BY: CM3	CHECK BY: JER	
1			
2			
3			
NO.	DATE	DESCRIPTION	BY

01711BT

**MINUTES
LABOR MANAGEMENT MEETING
AUGUST 16, 2017**

Present: Reed Walstad, Pete Tholen, Karl Stuemke, Greg Horst, Matt Schneider, Corey Triemert, G.T. Magnuson, Paul Peltier; Town Clerk: Bill Short; Public Works Director: Dale Reed.

Absent: Rick Lillie, Cory Bergerson.

The meeting was called to order at 1:32 p.m.

The Agenda was approved with the addition of 7.A. – Trash Barrel Placement in Parks - Update.

The Minutes of July 12, 2017 were approved with a minor change.

TRASH BARREL PLACEMENT IN PARKS – UPDATE: One comment was received from a resident wondering where the trash can went on Greenhaven Drive, and they were told that it had been removed.

TOWNSHIP UPDATES:

Water Gremlin: Water Gremlin will be doubling the size of their campus with the construction of the new building.

Bald Eagle Quick Stop: Southwind Builders will be converting their current car wash into the liquor store and reconfiguring the parking area.

Mead Park: The bid for the shelter roof at the park was approved.

Public Works Building: TKDA has been directed to prepare a design for dormers over the two service doors on the front of the Public Works building.

**MINUTES
LMC MEETING
AUGUST 16, 2017**

North Oaks Billing: Moving forward the Township will be adding a surcharge onto each North Oaks utility customer's bill to cover the cost of the maintenance fees. Implementing this fee will eliminate the need for annual billing.

Gem Lake: One of the Gem Lake city council members has resigned.

I & I Program: The flow monitoring has been completed and staff is going through the tapes. No known structural concerns have appeared.

Southeast Area Sanitary Sewer Lining: It was found that three pipes which were set to be relined have major sags in them (20' deep), and a different type of lining technique will need to be used to repair them. An Agreement has been reached with Hydro-Klean to do the repairs.

Forest Court No Parking Signs: Residents along Forest Court have petitioned the Town to install "no parking" signs from Forest Court up to Lift Station #2. The Board is fielding comments from the neighborhood, and will make a final decision after the comments are received.

Upcoming Street Improvements: The Public Works Director is working on a letter which would advise residents of upcoming street improvements for which they could be assessed. Residents on the south side will be the first to receive such a letter.

Administrative Intern: The Town solicited applications for a part-time administrative intern for the month of August. Two high school seniors have been hired and will work on a part-time basis throughout the month.

INFORMATION SHARING:

What Went Right:

Corey Triemert	Settled with the insurance company of storm damage claim; going to a bachelor party derby.
Reed Walstad	Had to leave to go to a doctor appointment.
Pete Tholen	Vacation was good.
Dale Reed	His vacation to Orlando Florida is coming up; finishing up the laundry room.

**MINUTES
LMC MEETING
AUGUST 16, 2017**

Karl Stuemke Went to Colorado with the family; chickens are good; his wife will be working one day a week during the next school year; doing house projects.

Greg Horst He is moving his fence for the neighbor.

Matt Schneider Ran out of time.

G.T. Magnuson Ran out of time.

Paul Peltier Ran out of time.

Bill Short Ran out of time.

The meeting adjourned at 2:30 p.m.

Respectfully Submitted,

Matt Schneider

DRAFT

ZONING CERTIFICATE

Town of White Bear, Minnesota

I hereby certify that the real estate situated in the Town of White Bear, Ramsey County, Minnesota, described as follows, to-wit: Lot 7, Robert G. Mackay's Bald Eagle Garden Lots, subject to highway and except the South 128 feet thereof, all in Ramsey County, Minnesota, and commonly known as: 5960 Highway 61, is in a(n) B-2 - General Business District and can be used for the following purpose: remodeling/reconfiguration of the strip center and relocation of the liquor store, in accordance with the attached Requirements, pursuant to Ordinance No. 35, the Zoning Ordinance for the Town of White Bear, Ramsey County, Minnesota.

Dated: September 6, 2017.

TOWN CLERK

- CONDITIONAL USE
- PERMITTED USE
- NON-CONFORMING USE
- SPECIAL HOME OCCUPATION
- OTHER: _____

STATE OF MINNESOTA

TOWN OF WHITE BEAR

COUNTY OF RAMSEY

Office of Town Clerk/Treasurer

CONDITIONAL USE PERMIT

IN CONSIDERATION of the statements made by SOUTHWIND BUILDERS, LLC, in its application therefor duly filed in this office, which Application is made a part hereof, and a showing by the applicant that the standards and criteria set forth in Ordinance No. 35 (Zoning) for Conditional Use Permits will be satisfied, a public hearing thereon having been held as provided by statute and ordinance, PERMISSION IS HEREBY GRANTED To said SOUTHWIND BUILDERS, LLC, to remodeling/reconfiguration of the strip center and relocation of the liquor store, in accordance with the attached Requirements, upon a tract of land lying and being in the Town of White Bear, described as follows: Lot 7, Robert G. Mackay's Bald Eagle Garden Lots, subject to highway and except the South 128 feet thereof; Address: 5960 Highway 61, which tract is of the size and area specified in said application.

This permit is granted upon the express condition that said owner and his contractors, agents, workmen and employees shall comply in all respects with the ordinances of the Town of White Bear and the Special Requirements attached hereto and made a part hereof.

Given under the hand of the Town Clerk/Treasurer and the Seal of the Town Clerk this 6th day of September, 2017.

TOWN CLERK/TREASURER

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY) ss.
)
TOWN OF WHITE BEAR)

THIS INSTRUMENT WAS DRAFTED BY:
WHITE BEAR TOWNSHIP
1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP MN 55110

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Conditional Use Permit with the original records and files of said Town, and that the same is a full, true, and correct transcript therefrom.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Town Clerk's Seal this 6th day of September, 2017.

TOWN CLERK/TREASURER

CONDITIONAL USE PERMIT REQUIREMENTS

Bald Eagle Liquor Shoppe
Bald Eagle Quick Stop, Inc. – Upper Level
5960 Highway 61
White Bear Township MN

**THIS CONDITIONAL USE PERMIT SUPERSEDES THE CONDITIONAL
USE PERMIT ISSUED JUNE 7, 1999, FEBRUARY 19, 2002 & JUNE 6, 2016**

1. The following Plans are made a part hereof by reference:
 - Certificate of Survey dated 6/8/17
 - Site Plan dated 6/8/17
 - Construction Plans dated 12/18/01
 - Site Plan and Floor Plan, dated 3/8/99
 - Title Sheet T 1.0 dated 10/27/15
 - As Built Elevations EX 2.0 dated 10/27/15
 - Proposed Elevations A 2.0 dated 10/27/15
 - Proposed Floor Plan A 1.0 dated 10/27/15
 - As Built Roof Plans EX 1.1 dated 10/27/15
2. There shall be no residential use of the building.
3. There shall be no outside storage of construction equipment or materials on the property.
4. Any additional signs related to the business office use shall be located on the existing monument sign or office entrance area, and shall not exceed 10 square feet in area.
5. Removal of the storage building behind the current liquor store and conversion of the location to 4 parking spaces.
6. Relocation of the southerly dumpster storage area to the easterly side of the new liquor store building.
7. Parking stalls located in front of the liquor store building shall be designated for handicapped. A turnaround shall be provided to the south of the parking stalls.
8. All requirements of MnDOT.
9. All Federal, State and local laws and Ordinances shall be complied with.



**Town Board Meeting
September 6, 2017**

Agenda Number: 7A – General Business

Subject: 2018 Budget – Resolution Adopting the Preliminary Amount to be Raised by Property Taxes for the year 2017

Documentation: Finance Officer Memo / Proposed Resolution

Action / Motion for Consideration:

Finance Officer Report at Meeting / Discuss

Based on Finance Officer Review & Recommendation Adopt:

Resolution Adopting the Preliminary Amount to be Raised by Property Taxes for the Year 2018

Prudhon – Moves

Ruzek – Seconds

Consideration of Adopting Resolution Setting the 2018 Preliminary Tax Levy. (TK)

A. REFERENCE AND BACKGROUND:

The Township is required to certify its 2018 preliminary property tax levy to the County no later than September 15, 2017. This is the tax levy that the County will use on the Truth-In-Taxation notices mailed out in mid-November. Once the preliminary levy is certified to the County, the Town can lower the levy prior to final levy certification in December but the final levy cannot exceed the certified preliminary levy.

As in the past, the Town residents approved a preliminary levy of \$3,582,000 at the Annual Town Meeting back in March. As staff has received budget requests from other agencies and adjusted other line item budgets, the proposed levy has been lowered to \$3,547,226. Therefore, staff recommends that the 2018 preliminary levy be certified at \$3,547,226.

A preliminary levy of \$3,547,226 when applied against the Town's tax capacity would give the Town a tax rate of 23.910%, which is lower than the final 2014 rate of 23.991% and 2013 rate of 25.246%. However, it is higher than the final 2017 rate of 21.976% but lower than the preliminary rate of 24.135%.

The attached resolution demonstrates how much the preliminary property tax levy is for fiscal disparities and general operations. If the resolution were not passed by September 15th the County would be required to certify the Town's 2017 property tax levy as its 2018 preliminary property tax levy.

A1. Budget Impact: The passing of this resolution sets the maximum amount of taxes to be levied for 2018 to pay for operations and debt repayment.

A2. Staff Workload Impact: There are no staff workload impacts for this item.

B. ALTERNATIVE ACTIONS:

1. Adopt the resolution as attached to set the 2018 preliminary tax levy.
2. Adopt a resolution for the 2018 preliminary tax levy by some other amount.
3. Do not adopt a resolution to set the 2018 preliminary tax levy.

C. STAFF RECOMMENDATION:

Staff recommends alternative #1 for the adoption of the resolution as attached to set the 2018 preliminary property tax levy.

D. SUPPORTING DATA:

Resolution adopting the 2018 preliminary property tax levy.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA, HELD ON SEPTEMBER 6, 2017

Pursuant to due call and notice thereof, a regular meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on September 6, 2017, at 7:00 o'clock p.m.

The following members were present: Kermes, Prudhon, Ruzek; and the following members were absent: None.

Supervisor Prudhon introduced the following Resolution and moved its adoption:

RESOLUTION ADOPTING THE PRELIMINARY AMOUNT TO BE RAISED BY PROPERTY TAXES FOR THE YEAR 2018

WHEREAS, the Annual Town Meeting held on March 14, 2017, voted to raise by taxation an amount not to exceed \$3,582,000,

AND WHEREAS, at the Town Board meeting held on September 6, 2017, the Town Board voted to raise by taxation a preliminary property tax levy of \$3,547,226,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA:

1. The preliminary amount to be raised by taxation of said Town in the year 2018 for Town purposes is as follows:

Property Tax	\$ 3,265,390
Fiscal Disparities	\$ 281,836
Debt Levy	\$ 00
Market Value Debt Levy	\$ 00
Total Levy	\$ 3,547,226

2. That a certified copy of this Resolution be submitted to the Ramsey County Department of Property Taxation.



**Town Board Meeting
September 6, 2017**

Agenda Number: 7B – General Business

**Subject: Abatement Appeal Hearing - 5252 Division – Call
Abatement Appeal Hearing**

Documentation: Appeal
Abatement Order
Town Attorney Letter

Action / Motion for Consideration:

Town Clerk Report at Meeting / Discuss

Based on Staff & Town Attorney Review & Recommendation Call an
Abatement Appeal Hearing

Bill Short

From: Jim Sullivan <jim@worldfoodsinc.com>
Sent: Friday, September 01, 2017 8:46 AM
To: Bill Short; Mike Johnson
Subject: Appeal of abatement

Bill Short, Township Clerk

Mr. Short:

I am formally appealing the August 22, 2017 abatement order requiring the removal of a tree. After receiving numerous bids, I contracted with Gold Leaf Tree Services the morning of August 22nd to remove the hazard in question. I spoke with Mr. Johnson regarding this on August 23rd. Gold Leaf is scheduled to do the work immediately after Labor Day.

Thank you for your time and attention to this matter.

Sincerely;

Jim Sullivan
5252 Division Avenue
White bear Township, MN



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750

FAX 651-426-2258

Email: wbt@whitebeartownship.org

Board of Supervisors
ROBERT J. KERMES, *Chair*
ED M. PRUDHON
STEVEN A. RUZEK

ABATEMENT ORDER

August 22, 2017

James & Ann Sullivan
5252 Division Street
White Bear Township, MN 55110

To Whom It May Concern:

As the owners of the property located at 5252 Division Street, White Bear Township, MN, you are hereby notified that a duly appointed officer of White Bear Township has performed an inspection of your property. The officer has documented a tree that is split down the middle, hanging over your home and your neighbor's home. This trees condition represents a public nuisance under Township Ordinance No. 16, Section 4-4.27, which must be abated no later than Monday, August 28th.

The property owner or responsible party may appeal the abatement order by requesting a hearing before the Legislative Hearing Officer. This request shall be submitted to the Town Clerk in writing and prior to the abatement deadline or seven calendar days after the date of the abatement order, whichever comes first.

Failure to abate the nuisance or submittal of a written request for public hearing shall cause the Township to exercise its right to abate said nuisance and recover such abatement costs plus an additional 25% of such costs. These costs shall be assessed as a special assessment against the property.

Respectfully,

Mike Johnson
Building Official/Code Enforcement Officer



Kelly & Lemmons, P.A.

A T T O R N E Y S A T L A W

• Chad D. Lemmons
chadlemmons@kellyandlemmons.com

Real Property Law Specialist, Certified by the Real
Property Section of the Minnesota State Bar Association

James Sullivan
5252 Division Avenue
White Bear Township, MN 55110

September 1, 2017

VIA U.S. MAIL

RE: August 22nd Abatement Order

Dear Mr. Sullivan,

I am the Attorney for the Town of White Bear. This letter deals with the Abatement Order served August 22, 2017. While you did notify Mike Johnson, Town Code Enforcement Officer, of your intent to appeal by telephone on August 23, 2017, the Abatement Order clearly stated that you were required to file a formal written appeal with the Town Clerk within seven (7) calendar days. Therefore, your formal appeal was due on August 29, 2017. You did not file your formal appeal until September 1, 2017 and therefore it is untimely.

Without waiving your failure to timely appeal, the Town Board at its September 6, 2017 meeting will consider setting a date to hear your appeal. Note, the appeal will be heard by the Town Hearing Officer.

In the meantime, the Town still expects Gold Leaf to remove the tree next week as scheduled. If the tree is removed, no further action will be necessary.

If you have any questions, please feel free to contact me.

Respectfully yours,

KELLY & LEMMONS, P.A.

Chad D. Lemmons

CDL/tab



**Town Board Meeting
September 6, 2017**

Agenda Number: 8 – 9- 10 - 11

Subject: Added Agenda Items

Open Time

Receipt of Agenda Materials & Supplements

Adjournment

Action / Motion for Consideration:

Added Agenda Items

Open Time

Receive All Agenda Materials & Supplements for Tonight's Meeting

Adjourn Meeting