



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

1281 HAMMOND ROAD  
WHITE BEAR TOWNSHIP, MN 55110

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**AGENDA  
TOWN BOARD MEETING  
DECEMBER 18, 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 December 4, 2017.
5. **Consent Agenda:**
  - A. **Auditor Contract** - Approve 2018 Auditor Services Contract.
  - B. **2018 Utility Connection Charge** – Approve Freezing Utility Connection Charge for 2018.
  - C. **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve XcelEnergy Permit to Install a New Gas Service for the Business Buildings at 2310 Leibel Street Including Directional Boring.
  - D. **Construction Activity Report** – Receive.
6. **Old Business: None.**
7. **New Business:**
  - A. **Ramsey County Sheriff Serier Presentation.**

**Town Engineer Items:**

- B. **Hammond Road Cul-de-Sac & White Bear Parkway Storm Sewer** - Approve Payment #2 (Final) to Jeanetta & Sons Excavating.
- C. **Barry Lane Pond** – Approve Final Payment #2.
- D. **Improvement 2016-3 – NE Water Tower Repainting** – Approve TMI Coatings, Inc. Final Payment.

**Finance Officer Items:**

- E. **Resolution Adopting the Amount to be Raised by Property Taxation for the Year 2018** – Approve.
- F. **2018 – 2027 Capital Improvement Plan** – Approve.
- G. **2018 Budget** – Approve.
- H. **Resolution Approving Transfer of Certain Funds for the Town of White Bear** – Approve.
- I. **Fund Balance Classifications** – Approve.

**Public Works Director Item:**

- J. **Fuel Management System** – Approve Purchase.

**General Business:**

- K. **Small Cell Wireless:**
  - 1. Adopt Amendments to Ordinance No. 68.
  - 2. Adopt Resolution Authorizing Publication of the Title & Summary of the Amendments to Ordinance No. 68.
- L. **4141 Oakmede Lane** – Nathan Haase Concerns.

**Liquor License Renewals:**

- M. **Applebee's** – Approve Renewal of the 2017 On-Sale & Sunday Liquor License for Applebee's Grill & Bar, 1018 Meadowlands Drive.
- N. **Zen Asia** – Approve Renewal of the 2018 On-Sale & Sunday Liquor License for Zen Asia, 1011 Meadowlands Drive, Suite 8.
- O. **Cub Foods** – Approval Renewal of the 2018 Off-Sale & 3.2% Liquor License for Kowalski Companies, Inc., d/b/a Cub Foods of White Bear, 1059 Meadowlands Drive.
- P. **Bald Eagle Liquor** – Approve Renewal of the 2018 Off-Sale Liquor License for Bald Eagle Liquor, 5960 Highway 61.
- Q. **Orchid Restaurant & Bar** – Approve Renewal of the 2018 On-Sale & Sunday Liquor License for Orchid Restaurant & Bar, 1190 County Road J, Suite 100.
- R. **Lucy's Burgers LLC** – Approve Partial 2017 & All of 2018 On-Sale & Sunday Liquor License for Lucy's Burgers LLC, 1190 County Road J, Suite 600.

**Agenda  
Town Board Meeting  
December 18, 2017**

**Tobacco License Renewals:**

- S. **White Bear Township Holiday** – Approve 2018 Tobacco License for White Bear Township Holiday, 1150 County Road J.
  - T. **Cub Foods** – Approve 2018 Tobacco License for Cub Foods, 1059 Meadowlands Drive.
  - U. **Holiday Stationstores, Inc.** – Approve 2018 Tobacco License for Holiday Stationstores, 5970 Highway 61.
  - V. **Bald Eagle Investments** – Approve 2018 Tobacco License for Bald Eagle Investments, 5960 Highway 61.
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- 8. **Added Agenda Items.**
  - 9. **Open Time.**
  - 10. **Receipt of Agenda Materials & Supplements.**
  - 11. **Adjournment.**



## Town Board Meeting December 18, 2017

**Agenda Number:** 1 - 2 - 3 - 4

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

Approval of December 18, 2017 Agenda

Approval of Payment of Bills

Approval of Minutes of Town Board Meeting of December 4, 2017.

**Documentation:** December 18, 2017 Agenda  
Minutes of Town Board Meeting of December 4, 2017.

### **Action / Motion for Consideration:**

Call meeting to order:	7:00 p.m.
Approval of Agenda:	December 18, 2017 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	Minutes of Town Board Meeting of December 4, 2017.

**MINUTES  
TOWN BOARD MEETING  
DECEMBER 4, 2017**

The meeting was called to order at 7:00 p.m.

Present: Supervisors: Kermes, Prudhon, Ruzek; Clerk: Short; Attorney: Lemmons; Planner: Riedesel.

**APPROVAL OF AGENDA (Additions/Deletions):** Ruzek approved the agenda with the following amendment: Consent Agenda Item C3) Change January 15, 2018 Town Board Meeting to Wednesday, January 17, 2018, beginning at 7:00 p.m. at Heritage Hall. Prudhon seconded. Ayes all.

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

**APPROVAL OF MINUTES OF NOVEMBER 20, 2017:** Ruzek moved approval of the Minutes of November 20, 2017. Prudhon seconded. Ayes all.

**CONSENT AGENDA:** Ruzek moved approval of the Consent Agenda as follows: 5A) Call Special Town Board Meeting for Tuesday, December 12, 2017, at 2:00 p.m. at the Township Administrative Offices to Attend a Training session on Active Shooters; 5B) Call Special Town Board Meeting for Thursday, December 21, 2017, Beginning at 11:30 a.m. to Attend the Holiday Luncheon and Reschedule the December Executive Meeting to Thursday, December 21, 2017, to begin Following the Holiday Luncheon; 5C) Reschedule the January & February Town Board Meeting Meetings Due to Holidays as follows: 1) January 1, 2018 Town Board Meeting to Wednesday, January 3, 2018 Beginning at 7:00 p.m.; 2) January 15, 2018 Town Board Meeting to Wednesday, January 17, 2018, Beginning at 7:00 p.m.; 3) February 19, 2018 Town Board Meeting to Wednesday, February 21, 2018, Beginning at 7:00 p.m.; 5D) Adopt Resolution Designating Polling Places for the 2018 State Primary and State General Election; 5E) Approve Republic Services Tipping/Disposal Fee Adjustment; 5F) Approve Third Quarter Financial Report.

**SPECIAL THREE DOG LICENSE – 1651 GARDEN LANE – LICENSE RENEWAL:** The Clerk reported that on September 18, 2017, the Town Board conducted a Public Hearing pursuant to an application from Amy Chester for a Special Three Dog License at 1651 Garden Lane. The Board conducted the hearing and at that point in time the Board was advised that there were five dogs at this address. While the Town did not receive any complaints prior to the hearing there was one concern express during the public hearing regarding barking. After conducting the hearing the Board took action to approve the Special Three Dog License subject to eleven conditions. One of those conditions is that the license would expire on December 4, 2017 at which time Amy Chester would re-apply. The other conditions included: 1) That the dogs on the property would be limited to those currently living there as of September 18, 2017; 2) All dogs shall have current licenses obtained from White Bear Township; 3) That the dogs have rabies vaccinations; 4) That 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 December 4, 2017. Application for renewal shall be completed prior to that date; 6) The Special Three Dog License shall be re-inspected by the Animal Control Officer and reviewed by the Town Board by December 4, 2017 to ensure compliance; 7) White Bear

**MINUTES  
TOWN BOARD MEETING  
DECEMBER 4, 2017**

Township reserves the right to revisit the action to approve this Special Three Dog License if complaints are received during the license period; 8) State, Federal and local laws and ordinances shall be complied with; 9) Completion of the installation of the slats in the fencing; 10) Applicant will control the barking by having someone with the dogs when they are let out in the yard or dog collars, or other workable solution; 11) That Suzie, the American Eskimo be relocated by December 4, 2017. The Clerk reported that staff has been advised that the American Eskimo has been relocated. He reported that the Animal Control Officer performed a normal inspection on November 28, 2017 and found all to be in compliance. No complaints have been received since the last inspection and the west fence has plastic slats installed as requested. He recommends approval of the Special Three Dog License. The Clerk noted that in September the Board indicated that they would waive the fee for this re-application. He stated that one question remaining is the question of Missy. Kermes asked if Officer Mario Lee has contacted staff regarding any of the conditions. The Clerk stated that he responded to the conditions that were applicable to his duties. Kermes noted that there were two concerns in September. First, that the conditions of the Special Three Dog License have been complied with and second, what to do with Missy. He noted that the conditions have been satisfactorily met but Missy, the fourth dog, needs to be dealt with.

Amy Chester, 1651 Garden Lane stated that Missy is not adoptable and she does not have the heart to put her down. The Town Board did not feel that was an option. Prudhon noted that having four dogs is in violation of the ordinance and referred to the Town Attorney for input. The Town Attorney stated that having four dogs is in violation of the ordinance but the Board could put off making a decision for 90 days. Kermes stated that the Town Board could also provide a special dispensation. The Town Attorney stated that the Board needs to be consistent and the question would be if the Board is setting itself up for a problem in the future. The Clerk noted that in the past there was a similar situation where a fourth dog was near the end of life and the Board issued the license with the understanding that once the fourth dog expired, there would be no additional dogs over the three allowed. In response to a question if the Special Three Dog License could be put on hold until the dog, Missy, passed, the Town Attorney stated that the license should be allowed, with provisions for the fourth dog. He stated that a license could be approved and a special dispensation allowed for the fourth dog. Ruzek stated that the license could be approved with specific conditions pertaining to the fourth dog and that once Missy passes, she not be replaced. Kermes asked Amy Chester if the fourth dog has a Township dog license. Amy Chester stated that she does not know since the dog was her father's dog. She explained that they moved into her father's house with her three dogs and her father's two dogs were already there. She stated that her father moved to a senior living complex and was no longer able to care for his dogs. Suzie, the American Eskimo has been relocated and only Missy remains. She stated that she agrees with what was discussed in September. She reported that they have found a home for Suzie, the American Eskimo one month ago and she is doing well. She stated that Missy is not in good physical shape. She stated that when she gets excited she falls over and loses consciousness. They are not sure if it is related to her heart or if she is having seizures. The veterinarian told them that Schnauzers have sick sinus syndrome. This causes the heart to stop if the dog gets excited. The Vet did not want to put the dog on any medication and she does not appear to be in any pain. They do not know the age of the dog but she is definitely over ten years old. She does not have any teeth and is very quiet. She takes Missy out to the yard several times each day for a few minutes but she never barks when she is outside, or inside. Kermes stated that

MINUTES  
TOWN BOARD MEETING  
DECEMBER 4, 2017

based on satisfactory performance since the September meeting a Special Three Dog License could be approved. There was discussion regarding Missy, the fourth dog. The Town Attorney stated providing dispensation for the elderly dog in this situation would be alright, but that it should not become a practice. Ruzek asked that since Missy is near the end of life would it be acceptable to obtain something from the veterinarian stating that the dog is near the end of life as one of the conditions. Amy Chester was asked if something from the vet could be obtained. Amy Chester stated that it was something that she could obtain. Ruzek informed Amy Chester that a condition of the Special Three dog License is that the dog be licensed. Amy Chester stated that she would check to be sure that she has a White Bear Township dog license. It was the consensus that the Special Three Dog License could be approved with the conditions that confirmation from the veterinarian regarding Missy's health be obtained and that the dog have a Township dog license. The Clerk noted that a public hearing needs to be called, which is part of the request for Special Three Dog Licenses.

Prudhon moved to receive the report from the Animal Control Officer and to call Public Hearing for a Special Three Dog License at 1651 Garden Lane, for Wednesday, January 3, 2018 at 7:10 p.m., noting that the applicant will obtain confirmation of the fourth dog's (Missy) health situation, and that the dog have a Township dog license. Ruzek seconded. Ayes all.

**ORDINANCE NO. 33. (SIGN) AMENDMENTS – CONSIDER REQUEST BY WILSON TOOL, 4900 CONSTELLATION DRIVE:** The Planner reported that the matter is before the Town Board to discuss amendment versus variance for their proposed signs. He introduced Paul Johnson, President – Corporate Development, Wilson Tool Enterprises, and Steve Nelson, Aspect LED. He reported that they are interested in leasing the VEECO building and relocate their headquarters for their aspect LED subsidiary from their location in Arden Hills to Constellation Drive in the Township. The business has recently been purchased by Paul Johnson and they are growing and need a bigger site. One of their products is LED lighting. They would like to exceed the minimum sign size in the industrial zone for something a little larger. Industrial buildings are allowed to have one building mounted sign or one pylon sign per business at a maximum of 100 square feet in area. Wilson Tools is considering a pylon type sign which exceeds the maximum requirement. The sign they propose is 300 square feet in area. Staff reported that this could be processed as a sign variance or an amendment to the Sign Ordinance. He provided examples of previously approved sign variances. One is the White Bear Township Theaters which was permitted to have a sign up to 1,000 square feet for both their pylon and building mounted signs. Cub Foods was also allowed to have a pylon sign at 300 square feet in area. Cub Foods also has multiple signs. Prudhon asked why this request has not gone to the Variance Board or Planning Commission. The Planner stated that it is before the Town Board because the Variance Board and Planning Commission will not be meeting until January and Wilson Tool is interested in the Town Board's comments. Ruzek noted that Otter Lake Elementary School had been approved for a LED sign. The Planner stated that the sign was never installed. Ruzek noted that LED lighting can be bold and asked how bright the lighting would be.

Paul Johnson, Wilson Tool and Steve Nelson, Aspect LED introduced themselves. Steve Nelson explained that the new generation high power RGB LED's uses a process with flashes. With a 100% brightness it uses full flashes and for dimmer brightness they use fewer flashes. The flashes are not discernable to the human eye. All their signage are adaptive. During the day the brightness

**MINUTES  
TOWN BOARD MEETING  
DECEMBER 4, 2017**

is higher to compensate for the sunlight and at night time the sign dims so they are not so bright. Kermes asked if the signage would be solely to advertise the business. Mr. Nelson stated that their intended use is to advertise their business only. He stated that the sign would also advertise hiring opportunities as well as for customer training purposes. He stated that they also manufacturer and sell so it provides an opportunity to show customers how the lights operate, how they are installed and how they operate. In response to a question if the message is scrolling, Mr. Nelson stated that there are very specific DOT regulations in terms of safety and change overs. He stated that he would have to check with his compliance people, but he thinks that Minnesota has a 10 second data content. He stated that moving animation is not allowed because it causes distraction to drivers. The same content stays on the sign for a specific period of time and then changes. They would be compliant with the MnDOT rules. He stated that they would like the sign to be a pylon sign on the freeway portion of the property. The sign would be 18-20 feet to the midsection. Prudhon asked the Planner how this relates to the billboard ordinance. The Planner stated that billboards are part of the sign ordinance. He stated that there is a square footage maximum of 576. He stated that the proposed sign is not as large as a billboard but larger than a normal sign. Kermes asked if the sign size and location is part of the decisions to move the business to this facility. Mr. Nelson stated that it is very much what they would like to have. He stated that the goal is to have the opportunity to present one of their signs on the property. He stated that the building has a lot of clean room space which is optimal for them. The office space would work out well for them as well and the freeway frontage is a plus. Prudhon noted that the Board has not seen a footprint of where they want to locate the sign. Mr. Nelson stated that they have not come that far yet. They were interested in receiving the Town Board's comments first. In response to a question when they would move into the building, Mr. Nelson stated that they would work rapidly and would hope to be in by the end of the year. It was the consensus of the Town Board that they would like to see more information but that they are not denying the request yet. The Planner noted that the Variance Board and Planning Commission need to review the plans with final approval by the Town Board probably in February. He stated that the application would include the drawings, specs and designs. Ruzek asked that the applicant also state the intent of the sign. Mr. Nelson stated that the sign would be used for onsite promotion of their products and services, promoting job opening, and to provide use for community event. Kermes asked that approval include public service announcements. Ruzek asked if they could put together a short video of what the sign looks like. Mr. Nelson stated that they have a videographer and that a video could be made up for the Town Board for viewing at the Executive Meeting later this month.

**OPEN TIME:** No one appeared for the open portion of the meeting.

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

Prudhon moved to adjourn the meeting at 7:38 p.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

William F. Short  
Clerk-Treasurer



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 5A – Consent**

**Subject: Auditor Contract – Approve 2018 Auditor Services Contract**

**Documentation: Finance Officer Memo / Auditor Proposal**

**Action / Motion for Consideration:**

Receive Information / Discuss

- 1) Based on Finance Officer Review & Recommendation Approve the Auditor Services Contract from CliftonLarsonAllen LLP for Audit Services for the Year Ending December 31, 2017 in an Amount Not to Exceed \$29,750.00
  
- 2) Authorize the Chair to Execute the Agreement

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**Minutes  
Town Board Meeting  
January 4, 2017**

**CONSENT AGENDA:** Ruzek moved approval of the Consent Agenda as follows: 5D) Approve 2017 Auditor Services Contract. Prudhon seconded. Ayes all.

**Consideration of Approving Audit Services Contract for Year Ending 12/31/17.**

(TK)

**A. REFERENCE AND BACKGROUND:**

CliftonLarsonAllen® LLP (formerly LarsonAllen® LLP) has sent the Town a proposal to perform the audit of the Town’s financial statements for the year ending December 31, 2017. The cost for the service is estimated at \$29,750.00, which is an increase of 2.6% or \$750 from last year. The firm had choose to not increase costs from the 2007 through 2011 audit knowing the continuing economic and budgetary situations with their municipal clients. Past audit services have cost the Town as follows:

<u>Year</u>	<u>Audit Cost</u>
2017	\$29,750
2016	29,000
2015	28,950
2014	28,750
2013	28,250
2012	27,700
2011	27,150
2010	27,150
2009	27,150
2008	27,150
2007	27,150
2006	26,400
2005	26,400
2004	24,900
2003	17,000
2002	14,450
2001	13,850
2000	13,250

The finance staff, as in the past, will provide all possible information and schedules so that the audit costs will be minimized.

Past staff has been pleased with the audit services the Town has received in the past and has had a long relationship with the audit firm. I have also worked with the firm in the past and had no issues with their work. I recommend accepting their proposal to perform audit services of the Town’s financial statements for the period ending December 31, 2017 at an estimated cost of \$29,750.00.

**A1. Budget Impact:** The cost of the audit was included in the 2018 budget in the amount of \$30,450.00.

**A2. Staff Workload Impact:** The staff spends about a month preparing, providing information and completing the annual audit.

**B. ALTERNATIVE ACTIONS:**

1. Approve the attached audit services contract for the year ending 12/31/17 in the amount of \$29,750.00.
2. Direct staff to perform a request for proposal for audit services.
3. Do not approve the attached audit services contract for the year ending 12/31/17 in the amount of \$29,750.00.

**C. STAFF RECOMMENDATION:**

1. Staff recommends alternative #1 for the approval of the audit services contract for the year ending 12/31/17 in the amount of \$29,750.00.

**D. SUPPORTING DATA:**

Audit proposal from CliftonLarsonAllen LLC for the year ending 12/31/2017.



CliftonLarsonAllen LLP  
220 South Sixth Street, Suite 300  
Minneapolis, MN 55402-1436  
612-376-4500 | fax 612-376-4850  
CLAconnect.com

December 7, 2017

Board of Supervisors and Management  
White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for White Bear Township ("you," "your," or "the entity") for the year ended December 31, 2017.

Christopher G. Knopik, CPA, CFE is responsible for the performance of the audit engagement.

#### **Audit services**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of White Bear Township, as of and for the year ended December 31, 2017, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.
2. Budgetary comparison schedules.
3. GASB Statement No. 68 schedule of propitiante share of net pension liability and schedule of employer contributions.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

1. Combining and individual fund statements.

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Introductory section.
2. Statistical section.

### **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.

### **Audit objective**

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will perform procedures on the financial information of the Economic Development Authority for White Bear Township to enable us to express our opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*.

### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

#### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. You are also responsible for providing us access to component information, those charged with governance of components, component management, and component auditors (including relevant audit documentation and communications).

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

#### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to review, approve, and accept responsibility for those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.

#### **Use of financial statements**

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

#### **Engagement administration and other matters**

We expect to begin our audit in January 2018.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to the Minnesota Office of the State Auditor for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

### **Mediation**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

### **Fees**

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate \$29,750. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

### ***Unanticipated services***

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

#### **Bookkeeping services**

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording

- Converting cash basis accounting records to accrual basis
- Preparation of financial statements and the related notes to the financial statements
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

**Additional work resulting from unanticipated changes in your organization or accounting records**

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

**Changes in engagement timing and assistance by your personnel**

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

**Consent**

***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct.

Your acceptance of this engagement letter will serve as your consent to use of White Bear Township's information in these cost comparison, performance indicator, and/or benchmarking reports.

***Subcontractors***

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

**Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**



Christopher G. Knopik, CPA, CFE  
Principal  
612-397-3266  
christopher.knopik@CLAconnect.com

Enclosure

**Response:**

This letter correctly sets forth the understanding of White Bear Township.

Authorized governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Town Board Meeting  
December 18, 2017**

**Agenda Number:** 5B – Consent

**Subject:** 2018 Utility Connection Charge – Approve Freezing Utility Connection Charge for 2018

**Documentation:** TKDA Correspondence

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on the Utility Commission & Town Board Review & Recommendation Adopt the 2018 Utility Connection at \$19,900.00 for Sewer & Water & \$9,950.00 for Sewer Only or Water Only, Noting there has Been a Freeze Put on the Fee

-----  
**Minutes  
Executive Meeting  
October 27, 2017**

**CONNECTION FEES:** The Clerk noted that the Town Board discussed the utility connection fee last month. Staff was asked to review how many instances there would be and to report back. It was the consensus not to raise the fee until the Township's fee comes more in line with other communities. There have been four requests in the last two years. It is hard to justify or come up with a mechanism for crediting the property owner for having to build services while paying the connection fee that was based on service in place. Staff discussed the matter and they felt that every property would be different and it would be difficult to come up with a fee. It was considered having a different connection fee for those with service and those without service. Coming up with a flat fee would be difficult. What carried a lot of weight at the staff discussion was that there were only four requests in the last two year. **After discussion, it was the consensus to leave it as it is and to freeze the connection fee as it is for now.** The Town Attorney noted that the fee should be based on costs incurred.



444 Cedar Street, Suite 1500  
Saint Paul, MN 55101  
651.292.4400  
tkda.com

December 13, 2017

Honorable Chairman and Town Board  
White Bear Township, Minnesota

RE: Sewer and Water Connection Charge 2018  
White Bear Township, Minnesota  
TKDA Project No. 16327.000

Dear Board Members:

The Utility Connection Charge for 2017 was \$19,900.

Each year the Board establishes the Utility Connection Fee for the upcoming year.

In 2000, the Town Board modified the Utility Connection Fee policy to use Project 99-5 (Anderson Lane) and 99-4 (Portland Avenue) as the baseline cost for utilities to more accurately reflect the cost of sewer and water as the last few areas of the Town are served.

The Connection Charge for 2018 was reviewed by the Utility Commission and recommended to the Town Board that the charge be held the same for 2018. The Town Board reviewed this recommendation at their October 27<sup>th</sup> Town Board Executive meeting and agreed with no increase for next year.

We recommend that the Utility Connection Charge remain at \$19,900 for 2018.

If sewer only or water only is desired, the individual connection charge would be one-half the above amount, which is \$9,950.00.

Sincerely,

A handwritten signature in black ink that reads "Jim Studenski".

Jim Studenski, PE  
Town Engineer



**Town Board Meeting  
December 18, 2017**

**Agenda Number:** 5C – Consent

**Subject:** **Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve XcelEnergy Permit to Install a New Gas Service for the Business Buildings at 2310 Leibel Street Including Directional Boring

**Documentation:** Town Engineer Correspondence / Map

**Action / Motion for Consideration:**

Receive Information / Discuss

**Right-of-Way Permit** – Based on Town Engineer Review & Recommendation & Including His Recommended Conditions, Approve XcelEnergy Permit to Install a New Gas Service for the Business Buildings at 2310 Leibel Street Including Directional Boring



444 Cedar Street, Suite 1500  
Saint Paul, MN 55101  
651.292.4400  
tkda.com

December 8, 2017

Honorable Chairman and Town Board  
White Bear Township, Minnesota

Re: XcelEnergy Permit Application  
2310 Leibel Street  
White Bear Township, Minnesota  
TKDA Project No. 16327.000

Dear Board Members:

XcelEnergy has applied for a permit to install a new gas service for the business building at 2310 Leibel Street. The project will require directional boring.

We recommend approval with the following conditions:

1. Contractor must protect Leibel Street during the boring activity.
2. Contractor must protect the storm sewer culvert at the road crossing area and in the south ditch line.
3. Contractor must protect the sanitary and water services in the road crossing area.
4. Contractor must protect the watermain on the south side of Leibel Street.
5. Disturbed areas shall be restored equal to or better than original condition.
6. If the relocation of these utilities becomes necessary in the future due to a public improvement, the utilities shall be relocated at no cost to the Township.
7. Call Gopher One-Call prior to any work.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Studenski', written over the typed name.

Jim Studenski, P.E.  
Town Engineer

Enclosures



Date: 12/06/2017  
Project #: 100657891  
Notification # 10143387

To: City Engineer  
White Bear Lake Township  
1281 Hammond Road  
White Bear Lake Township, MN 55110  
651-747-2750

Application is hereby made for permission to construct and therefore maintain: New 1 1/8" PE -natural gas service line to serve the new commercial building @ 2310 Leibel Street, in the Township ROW (see attached sketches).

I. Type of Utility – Natural Gas

Installing a new 1 1/8" pe 60psi natural gas service pipe to a new commercial building and coming from the existing 2" pe 60psi natural gas main on the North side of Leibel Street, 16' from the center line in the Township ROW, cross street is Highway 61. A directional bore will be the installation method.

II. Work to be started upon approval and completed by December 31<sup>st</sup>, 2017.

Application Approved:

Xcel Energy

*Lisa Peltier*

\_\_\_\_\_  
\_\_\_\_\_  
Lisa Peltier  
Xcel Energy/Gas Designer  
5363 260<sup>th</sup> St N  
Wyoming, MN 55092  
651-462-6203-phone  
651-462-6217-fax



COMMERCIAL GAS AND ELECTRIC

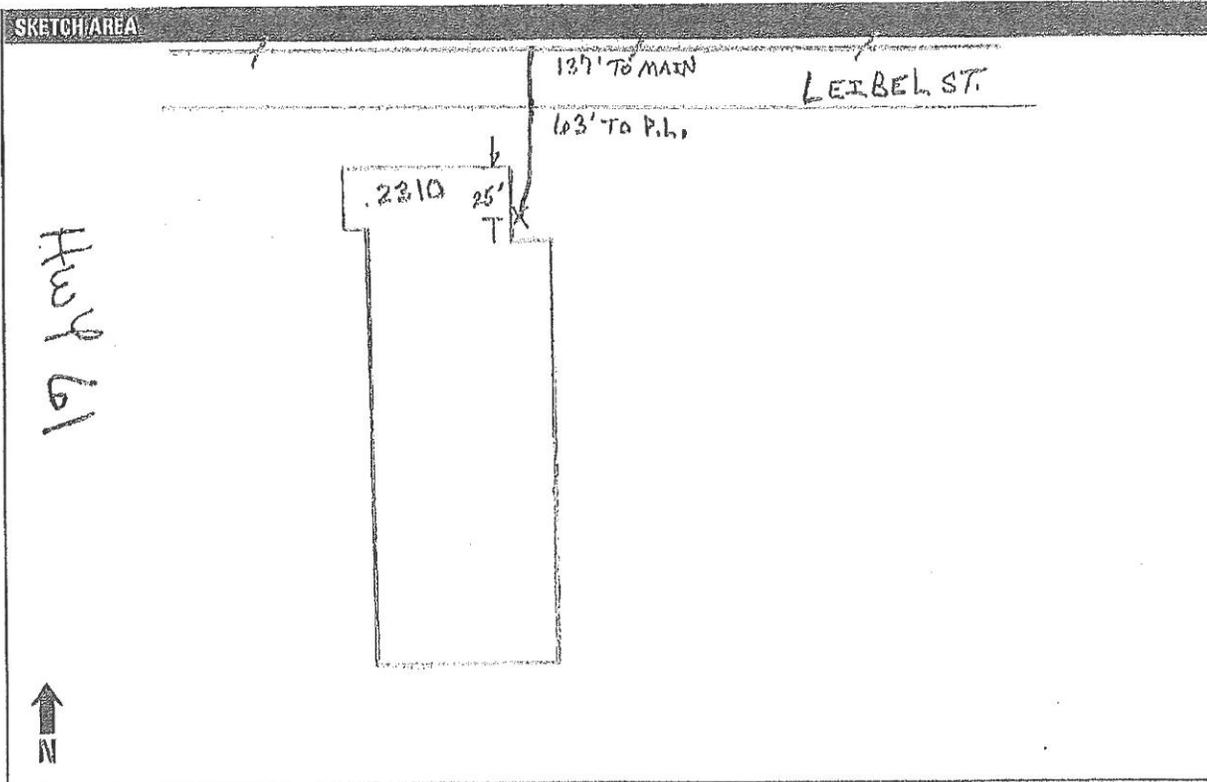
SERVICE APPLICATION

MINNESOTA | NORTH DAKOTA | SOUTH DAKOTA

END USES			
Equipment/Type	Gas (spod) / BTUs / hours / input	Electric (spod) / KW	
Heating	600,000		Reg size / type _____ Orf. Size _____
Water heating			Mtr # / size _____
Cooking			Mtr press / Corr fac _____
Air conditioning			Relief size / type / press _____
Clothes drying/fireplace			Wall type _____
Lighting			Date completed _____ By _____
Motors			Notes _____
Total	600,000		

Heat source (check type)  Forced air furnace  Heat pump  Heat storage  Underfloor/slab heat  Baseboard

Electric meter option (if applicable)  Time of use  Dual fuel  Limited off-peak  Saver's Switch





**Town Board Meeting  
December 18, 2017**

**Agenda Number: 5D – Consent**

**Subject: Construction Activity Report – Receive**

**Documentation: Report**

**Action / Motion for Consideration:**

Receive Information / Discuss

## White Bear Township Construction Activity Report

<u>BUILDING PERMIT</u>	<b>NOVEMBER 2017</b>		<b>2017 YEAR TO DATE</b>		<b>2016 YEAR TO DATE</b>	
<b><u>HOUSING</u></b>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
SINGLE FAMILY	1	450,000	21	5,143,000	13	3,614,456
TOWN HOME	-	-	-	-	-	-
<b>TOTALS</b>	<b>1</b>	<b>450,000</b>	<b>21</b>	<b>5,143,000</b>	<b>13</b>	<b>3,614,456</b>
<b><u>MISCELL. RESIDENTIAL</u></b>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
REMODEL & ADDITIONS	8	94,100	71	1,750,536	61	1,797,095
SIDING, ROOF. & WIND.	28	241,165	375	4,085,395	394	3,571,125
DECKS	-	-	37	209,060	29	139,004
SWIMMING POOLS	-	-	2	2,000	1	10,000
ACCESSORY BLDG	1	12,000	24	216,200	7	58,450
OTHER	-	-	19	589,707	25	174,871
<b>TOTALS</b>	<b>37</b>	<b>347,265</b>	<b>528</b>	<b>6,852,898</b>	<b>517</b>	<b>5,750,545</b>
<b><u>COMMERCIAL</u></b>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
PUBLIC BUILDINGS	-	-	1	130,800	1	4,455
INDUSTRIAL	-	-	1	25,000	-	-
BUSINESS	1	1,700,000	2	3,500,000	2	2,300,000
REMODEL & ADDITIONS	1	120,000	9	390,000	4	1,140,400
OTHER	-	-	4	149,500	6	553,600
<b>TOTALS</b>	<b>2</b>	<b>1,820,000</b>	<b>17</b>	<b>4,195,300</b>	<b>13</b>	<b>3,998,455</b>
<b><u>MISCELLANEOUS</u></b>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
DEMOLITION	1	-	3	-	5	-
<b>TOTALS</b>	<b>41</b>	<b>2,617,265</b>	<b>569</b>	<b>16,191,198</b>	<b>548</b>	<b>13,363,456</b>
<b>PERMIT REVENUE</b>		<b>\$ 56,442</b>		<b>\$180,191</b>		<b>\$ 117,274</b>



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 6A Old Business - None**

**Subject:**

**Documentation:**

**Action / Motion for Consideration:**



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7A – New Business**

**Subject: Ramsey County Sheriff Serier Presentation**

**Documentation: None**

**Action / Motion for Consideration:**

Sheriff Jack Serier Presentation



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7B – New Business**

**Town Engineer Item:**

**Subject: Hammond Road Cul-de-Sac & White Bear Parkway  
Storm Sewer -Approve Payment #2 (Final) to Jeanetta  
& Sons Excavating**

**Documentation: TKDA Correspondence w/attachments**

**Action / Motion for Consideration:**

Town Engineer Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation Approve the Final Payment #2 to Jeanette and Sons in the Amount of \$24,070.00 With Payment from the Storm Water Utility Fund



444 Cedar Street, Suite 1500  
Saint Paul, MN 55101  
651.292.4400  
tkda.com

December 5, 2017

Honorable Chairman and Town Board  
White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

Re: Payment #2 (Final)  
Hammond Road and White Bear Parkway Storm Sewer Improvements Project  
TKDA Project No. 16327.003

Dear Board Members:

The Hammond Road and White Bear Parkway Storm Sewer Improvements Project was awarded to Jeanetta & Sons Excavating in the amount of \$41,050.00.

All the work was performed and approved by the completion date of November 10, 2017.

The final total costs are \$40,920.00 which is below the bid amount and is within the budget of \$50,000.00. The contractor has been paid \$16,850.00 to date which leaves a remaining amount of \$24,070.00.

The project is funded Storm Water Utility Fund.

**Recommendation:**

We recommend that you approve the submitted Final Payment #2 to Jeanetta and Sons in the amount of \$24,070.00.

Please do not hesitate to call me with any questions or comments.

Sincerely,

James E. Studenski, PE  
Town Engineer

Enclosures

Final

Hammond Road and White Bear Parkway Storm Sewer Improvements  
 White Bear Township, Minnesota  
 August 31, 2017

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
QUOTE PROPOSAL					
1	MOBILIZATION	LS	1	800 <sup>00</sup>	800 <sup>00</sup>
2	TRAFFIC CONTROL	LS	1	3630 <sup>00</sup>	3650 <sup>00</sup>
3	SEDIMENT CONTROL LOG	LF	100	18 <sup>00</sup>	1800 <sup>00</sup>
4	SAWCUT PAVEMENT	LF	160	15 <sup>00</sup>	2400 <sup>00</sup>
5	REMOVE BITUMINOUS PAVEMENT AND GRAVEL BASE	SY	60	30 <sup>00</sup>	1800 <sup>00</sup>
6	REMOVE CONCRETE CURB AND GUTTER	LF	50	40 <sup>00</sup>	2000 <sup>00</sup>
7	REMOVE EXISTING CATCH BASIN STRUCTURE	EA	1	1200 <sup>00</sup>	1200 <sup>00</sup>
8	REMOVE AND REINSTALL CHAIN LINK FENCE	LF	75	23 <sup>00</sup>	1750 <sup>00</sup>
9	15" RCP STORM SEWER PIPE	LF	3	0	0
10	18" RCP STORM SEWER PIPE	LF	12	135 <sup>00</sup>	1620 <sup>00</sup>
11	INSTALL NEW CATCH BASIN TYPE 404	EA	1	5200 <sup>00</sup>	5200 <sup>00</sup>
12	ROTATE TOP SLAB ON STRUCTURE	EA	3	400 <sup>00</sup>	1200 <sup>00</sup>
13	REBUILD STRUCTURE, ADJUST TOP SLAB AND REPLACE RINGS AND CASTINGS FOR CATCH BASIN MANHOLE TYPE 406 - 48" DIAMETER	EA	1	3800 <sup>00</sup>	3800 <sup>00</sup>
14	ROAD RESTORATION	SY	60	50 <sup>00</sup>	3000 <sup>00</sup>
15	CONCRETE CURB AND GUTTER	LF	50	40 <sup>00</sup>	2000 <sup>00</sup>
16	RIP RAP	CY	20	80 <sup>00</sup>	1600 <sup>00</sup>
17	FILL	CY	200	20 <sup>00</sup>	4000 <sup>00</sup>
18	TOPSOIL	CY	10	60 <sup>00</sup>	600 <sup>00</sup>
19	SODDING - WHITE BEAR PARKWAY	SY	56	40 <sup>00</sup>	2250 <sup>00</sup>
20	SEEDING - HAMMOND ROAD	LS	1	950 <sup>00</sup>	950 <sup>00</sup>
TOTAL QUOTE					40920 <sup>00</sup>

PKY ESTIMATE #1 - 16,850<sup>00</sup>

# 24,070<sup>00</sup>

FINAL PAYMENT #2

Company

Jeannette T. Lars Inc.

By

Joseph R. Jeannette



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7C – New Business**

**Town Engineer Item:**

**Subject: Barry Lane Pond – Approve Final Payment #2**

**Documentation: Town Engineer Correspondence w/attachments**

**Action / Motion for Consideration:**

Town Engineer Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation Approve Final Payment #2 to Bell's Trucking, Inc., in the Amount of \$3,925.00 With Funding from the Storm Water Utility Fund, Noting a Final Construction Cost of the Project of \$52,880.98



444 Cedar Street, Suite 1500  
Saint Paul, MN 55101  
651.292.4400  
tkda.com

December 8, 2017

Honorable Chairman and Town Board  
White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

Re: Barry Lane Sediment Pond Restoration Project  
Final Payment #2  
TKDA Project No. 16027.011

Dear Board Members:

The Barry Lane Sediment Pond Restoration Project was awarded to Bell's Trucking, Inc. in the amount of \$49,203.73. The Township is receiving a \$31,300.00 Cost-Share Grant from Rice Creek Watershed District for this project. The Grant has a completion date of December 2018.

All the work has been performed and approved. The project did require additional pond excavation and ditch excavation in an amount of \$3,677.25 for a total cost of \$52,880.98. The additional quantity work will be paid at the original bid rates.

The final construction cost of \$52,880.98 is still below the engineer's estimate of \$59,515.00 and within the total project budget of \$73,700.00.

The Contractor has been paid \$48,955.98 to date leaving a remaining amount of \$3,925.00.

The project funding is through the Storm Water Utility Fund.

**Recommendation:**

We recommend that you approve the submitted Final Payment #2 to Bell's Trucking Inc. in the amount of \$3,925.00. This gives a final construction cost of \$52,880.98.

Please do not hesitate to call me with any questions or comments.

Sincerely,

James E. Studenski, PE  
Town Engineer

Enclosures

Bell's Trucking Inc.  
P.O. Box 775  
Stillwater, MN 55082  
651-439-6375

# Invoice

Date	Invoice #
12/7/2017	20502

Bill To
White Bear Lake Twsp Barry Lane Pond

Project

Date	Description	Rate	Qty	Amount
10/12/2017	mobilization	3,000.00		3,000.00
10/12/2017	Remove existing weir.	1,000.00		1,000.00
10/12/2017	Install new weir.	2,500.00		2,500.00
10/12/2017	Clean storm sewer.	4.37	1,054	4,605.98
10/12/2017	remove flared end	1,000.00	0	0.00
10/12/2005	install flared end	3,200.00	0	0.00
10/12/2017	Pond excavation	6.22222	675	4,200.00
10/12/2017	Excavate pond material disposal	27.85185	675	18,800.00
10/12/2017	Excavate new ditch/fill existing ditch	1,600.00	1	1,600.00
10/12/2017	Excess excavated ditch material removal	15.00	385	5,775.00
10/12/2017	Clearing and grubbing	4,000.00	1	4,000.00
10/12/2017	Turf Stabilization	12,333.33	0.6	7,400.00
			<b>Total</b>	<b>\$52,880.98</b>

PAYMENT #1      48,955.98  
FINAL PAYMENT #3,925.00



**Town Board Meeting  
December 18, 2017**

**Agenda Number:** 7D – New Business

**Town Engineer Item:**

**Subject:** Improvement 2016-3 – NE Water Tower Repainting –  
Approve TMI Coatings, Inc. Final Payment

**Documentation:** Town Engineer Correspondence w/attachments

**Action / Motion for Consideration:**

Town Engineer Report at Meeting / Discuss

Based on Town Engineer Review & Recommendation Approve TMI Coatings, Inc. Final Pay Estimate #6 Which Includes the Compensating Change Order, in the Amount of \$43,590.00, With Funding from the Water Fund



444 Cedar Street, Suite 1500  
Saint Paul, MN 55101  
651.292.4400  
tkda.com

December 12, 2017

Honorable Chairman and Town Board  
White Bear Township, Minnesota

RE: Northeast Water Storage Tower Final Payment  
White Bear Township, Minnesota  
TKDA Project No. 16027.010

Dear Board Members:

The Town Board awarded the Northeast Water Storage Tower 2017 Reconditioning to TMI Coatings Inc. for the amount of \$920,000. The contract was increased by \$16,000 to replace the deteriorated fabric condensate ceiling bringing the total to \$936,900.

The project has been completed and approved. All necessary documentations have been received.

TMI Coatings Inc. didn't meet an interim deadline for completing the painting on time. This resulted in a \$3,000 reduction in their payment which they have agreed to in the final payment. This brought the final contract amount to \$928,800. This is within the engineer's estimate of \$1,187,300 and construction budget for the project.

Attached are the Final Payment #6 and Compensating Change Order signed by the contractor. Payment #6 is for the amount of \$43,590 for a total of \$928,800.

***Recommendation***

We recommend paying TMI the Final Pay Estimate #6 which includes the Compensating Change Order in the amount of \$43,590.

The one-year warranty inspection will be conducted next fall.

The funding source will be through the Water Fund.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Studenski', with a long horizontal flourish extending to the right.

Jim Studenski, PE  
Town Engineer

Attachments



444 Cedar Street, Suite 1500  
 Saint Paul, MN 55101  
 651.292.4400  
 tkda.com

Project. No. 16027.010 Certificate No. 6 (Final) Dated December 5, 2017

To White Bear Township, Minnesota Owner

This Certifies that TMI Coatings, Inc., Contractor

For Northeast Water Storage Tower 2017 Reconditioning

Is entitled to Forty-Three Thousand Five Hundred Ninety Dollars & 00/100 - (\$43,590.00)

being 6th (Final) estimate for partial payment on contract with you dated January 23, 2017

Received payment in full of above Certificate. TKDA

[Signature] James E. Studenski, PE  
 TMI Coatings, Inc. December 7, 2017

**RECAPITULATION OF ACCOUNT**

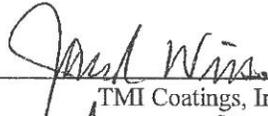
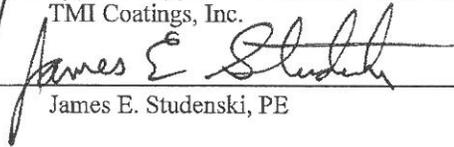
	CONTRACT PLUS EXTRAS	PAYMENTS	CREDITS
Contract price plus extras	\$ 920,000.00		
All previous payments		\$ 885,210.00	
All previous credits			
Change Order No. 1	\$ 16,900.00		
Compensating Change Order	\$ (8,100.00)		
" "			
" "			
" "			
AMOUNT OF THIS CERTIFICATE		\$ 43,590.00	
Totals	\$ 928,800.00	\$ 928,800.00	\$ -
Credit Balance		\$ -	
There will remain unpaid on contract after payment of this Certificate		\$ -	
	\$ 928,800.00	\$ 928,800.00	\$ -

TKDA  
Engineering-Architecture-Planning    Saint Paul, Minnesota 55101

**PERIODICAL ESTIMATE FOR PARTIAL PAYMENTS**

Estimate No. 6 (Final)    Period Ending November 30, 2017    Page 1 of 1    Proj. No. 16027.010  
Contractor TMI Coatings, Inc.    Original Contract Amount \$920,000  
Project Northeast Water Storage Tower 2017 Reconditioning  
Location White Bear Township, Minnesota

Total Contract Work Completed		\$	<u>914,900.00</u>
Total Approved Credits		\$	<u>0.00</u>
Total Approved Extra Work Completed	\$	<u>0.00</u>	
Approved Change Order No. 1 Amount Completed		\$	<u>16,900.00</u>
Compensating Change Order		\$	<u>- 3,000.00</u>
Total Amount Earned This Estimate		\$	<u>928,800.00</u>
Less Approved Credits	\$	<u>0.00</u>	
Less <u>0</u> % Retained	\$	<u>0.00</u>	
Less Previous Payments	\$	<u>885,210.00</u>	
Total Deductions		\$	<u>885,210.00</u>
Amount Due This Estimate		\$	<u>43,590.00</u>

Contractor   
TMI Coatings, Inc.  
Engineer   
James E. Studenski, PE

Date 12/7/17  
Date December 5, 2017

ESTIMATE NO. 6 (FINAL) PERIOD ENDING: NOVEMBER 30, 2017

NORTHEAST WATER STORAGE TOWER 2017 RECONDITIONING  
 WHITE BEAR TOWNSHIP, MINNESOTA  
 TKDA PROJECT NO. 16027.010

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	AMOUNT TO DATE
<b>BASE BID:</b>						
1A	MOBILIZATION	LS	1	1	\$ 50,000.00	\$ 50,000.00
1B	CONTAINMENT	LS	1	1	\$ 110,900.00	\$ 110,900.00
<b>INTERIOR WET AREAS:</b>						
2A	SURFACE PREP TO SSPC SP10	LS	1	1	\$ 80,000.00	\$ 80,000.00
2B	PRIME COAT, ZINC	LS	1	1	\$ 25,000.00	\$ 25,000.00
2C	INTERMEDIATE, COAT, EPOXY	LS	1	1	\$ 25,000.00	\$ 25,000.00
2D	FINISH COAT EPOXY	LS	1	1	\$ 25,000.00	\$ 25,000.00
<b>INTERIOR DRY AREAS:</b>						
3A	SURFACE PREP TO SSPC SP6	LS	1	1	\$ 100,000.00	\$ 100,000.00
3B	PRIME COAT, ZINC	LS	1	1	\$ 65,000.00	\$ 65,000.00
3C	FINISH COAT EPOXY	LS	1	1	\$ 65,000.00	\$ 65,000.00
<b>EXTERIOR SURFACES:</b>						
4A	SURFACE PREP TO SSPC SP6	LS	1	1	\$ 144,300.00	\$ 144,300.00
4B	PRIME COAT, ZINC	LS	1	1	\$ 55,000.00	\$ 55,000.00
4C	INTERM. COAT, URETHANE	LS	1	1	\$ 65,000.00	\$ 65,000.00
4D	FINISH COAT, FLOROPOLYMER	LS	1	1	\$ 85,000.00	\$ 85,000.00
<b>EXTRAS AND REPAIRS:</b>						
5	LETTERING AND LOGOS	LS	1	1	\$ 16,800.00	\$ 16,800.00
6	WELDING (24 HOURS AT \$150/HR)	HR	24	0	\$ 150.00	\$ -
7	OVERFLOW PIPE SCREEN	LS	1	1	\$ 900.00	\$ 900.00
8	SILT STOP SCREEN	LS	1	1	\$ 900.00	\$ 900.00
9	VENT SCREEN	LS	1	1	\$ 1,100.00	\$ 1,100.00
10	SEALANT (60 LF @ \$25/LF)	LF	60	0	\$ 25.00	\$ -
<b>TOTAL BASE BID</b>						<b>\$ 914,900.00</b>
11	CHANGE ORDER NO. 1 - FABRIC CONDENSATE CEILING	LS	1	1	\$ 16,900.00	\$ 16,900.00
<b>TOTAL ESTIMATE NO. 6 (FINAL)</b>						<b>\$ 931,800.00</b>

CHANGE ORDER

TKDA  
Engineers-Architects-Planners

Compensating  
Change Order

Dated: November 30, 2017

Project No. 16027.010

To TMI Coatings, Inc.

for Northeast Water Storage Tower 2017 Reconditioning

for White Bear Township, Minnesota

You are hereby directed to make the following change to your contract dated January 23, 2017. The change and the work affected thereby is subject to all contract stipulations and covenants. This Change Order will (~~increase~~) (decrease) (~~not change~~) the contract sum by Eight Thousand One Hundred Dollars and 00/100..... (\$ - 8,100.00).

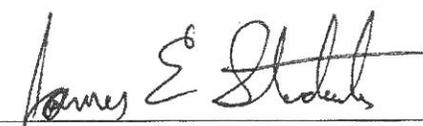
COMPENSATING CHANGE ORDER

This change order shows the actual quantities installed at the unit price bid amounts (see attached itemization):

NET CHANGE = \$ (8,100.00)

Amount of Original Contract	\$ 920,000.00
Additions approved to date (Change Order No. 1)	\$ 16,900.00
Deductions approved to date (Nos. )	\$ -
Contract amount to date	\$ 936,900.00
Amount of this Change Order ( <del>Add</del> ) ( <del>Deduct</del> ) ( <del>No Change</del> )	\$ (8,100.00)
Revised Contract Amount	\$ 928,800.00

Approved White Bear Township  
Owner

TKDA  
By   
James E. Studenski, P.E.

Approved TMI Coatings, Inc.  
Contractor

White - Owner  
Pink - Contractor  
Blue - TKDA

By 

COMPENSATING CHANGE ORDER  
 NORTHEAST WATER STORAGE TOWER 2017 RECONDITIONING  
 WHITE BEAR TOWNSHIP, MINNESOTA  
 TKDA PROJECT NO. 16027.010  
 PERIOD ENDING: NOVEMBER 30, 2017

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	AMOUNT TO DATE	NET CHANGE	CONTRACT AMOUNT
<b>BASE BID:</b>								
1A	MOBILIZATION	LS	1	1	\$ 50,000.00	\$ 50,000.00	-	\$ 50,000.00
1B	CONTAINMENT	LS	1	1	\$ 110,900.00	\$ 110,900.00	-	\$ 110,900.00
<b>INTERIOR WET AREAS:</b>								
2A	SURFACE PREP TO SSPC SP10	LS	1	1	\$ 80,000.00	\$ 80,000.00	-	\$ 80,000.00
2B	PRIME COAT, ZINC	LS	1	1	\$ 25,000.00	\$ 25,000.00	-	\$ 25,000.00
2C	INTERMEDIATE, COAT, EPOXY	LS	1	1	\$ 25,000.00	\$ 25,000.00	-	\$ 25,000.00
2D	FINISH COAT EPOXY	LS	1	1	\$ 25,000.00	\$ 25,000.00	-	\$ 25,000.00
<b>INTERIOR DRY AREAS:</b>								
3A	SURFACE PREP TO SSPC SP6	LS	1	1	\$ 100,000.00	\$ 100,000.00	-	\$ 100,000.00
3B	PRIME COAT, ZINC	LS	1	1	\$ 65,000.00	\$ 65,000.00	-	\$ 65,000.00
3C	FINISH COAT EPOXY	LS	1	1	\$ 65,000.00	\$ 65,000.00	-	\$ 65,000.00
<b>EXTERIOR SURFACES:</b>								
4A	SURFACE PREP TO SSPC SP6	LS	1	1	\$ 144,300.00	\$ 144,300.00	-	\$ 144,300.00
4B	PRIME COAT, ZINC	LS	1	1	\$ 55,000.00	\$ 55,000.00	-	\$ 55,000.00
4C	INTERM. COAT, URETHANE	LS	1	1	\$ 65,000.00	\$ 65,000.00	-	\$ 65,000.00
4D	FINISH COAT, FLOROPOLYMER	LS	1	1	\$ 85,000.00	\$ 85,000.00	-	\$ 85,000.00
<b>EXTRAS AND REPAIRS:</b>								
5	LETTERING AND LOGOS	LS	1	1	\$ 16,800.00	\$ 16,800.00	-	\$ 16,800.00
6	WELDING (24 HOURS AT \$150/HR)	HR	24	0	\$ 150.00	\$ -	(3,600.00)	\$ 3,600.00
7	OVERFLOW PIPE SCREEN	LS	1	1	\$ 900.00	\$ 900.00	-	\$ 900.00
8	SILT STOP SCREEN	LS	1	1	\$ 900.00	\$ 900.00	-	\$ 900.00
9	VENT SCREEN	LS	1	1	\$ 1,100.00	\$ 1,100.00	-	\$ 1,100.00
10	SEALANT (60 LF @ \$25/LF)	LF	60	0	\$ 25.00	\$ -	(1,500.00)	\$ 1,500.00
<b>TOTAL BASE BID</b>						<b>\$ 914,900.00</b>	<b>\$ (5,100.00)</b>	<b>\$ 920,000.00</b>
11	CHANGE ORDER NO. 1 - FABRIC CONDENSATE CEILING	LS	1	1	\$ 16,900.00	\$ 16,900.00	-	\$ 16,900.00
12	COMPENSATING CHANGE ORDER		0	0		\$ (3,000.00)	(3,000.00)	\$ -
<b>TOTAL WITH COMPENSATING CHANGE ORDER</b>						<b>\$ 928,800.00</b>	<b>\$ (8,100.00)</b>	<b>\$ 936,900.00</b>



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7E – New Business**

**Finance Officer Item:**

**Subject: Resolution Adopting the Amount to be Raised by  
Property Taxation for the Year 2018 – Approve**

**Documentation: Finance Officer Memo / Resolution**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Finance Officer Review & Recommendation Adopt the  
**Resolution Adopting the Amount to be Raised by Property Taxation  
for the Year 2018**

**Prudhon – Moves**

**Ruzek - Seconds**

**Consideration of Adopting Resolution Amount to be Raised by Property Taxation for 2018** (TK)

**A. REFERENCE AND BACKGROUND:**

The Town Board and staff have had various budget workshops and the budget and proposed tax levy were presented to residents on December 12, 2017 at the Annual Special Town Budget Meeting. At that meeting residents approved a 2018 property tax levy of \$3,226,691.00. This levy will support the Town's 2018 operating budget. The levy is a 7.56% increase from the 2017 property tax levy and would give the Town the third lowest tax rate of all municipalities in Ramsey County at 21.568%.

The Town Board is requested to approve the attached resolution adopting the 2018 property tax levy in the amount of \$3,226,691.00.

**A1. Budget Impact:** The passing of this resolution sets the amount of taxes to be levied for 2018, which will support the Town's 2018 general operations.

**A2. Staff Workload Impact:** There would be no staff workload impacts for this item.

**B. ALTERNATIVE ACTIONS:**

1. Adopt the attached resolution adopting the 2018 property tax levy in the amount of \$3,226,691.00.
2. Adopt a resolution setting the 2018 property tax levy at an amount other than the \$3,226,691.00.
3. Do not adopt a resolution adopting the 2018 property tax levy.

**C. STAFF RECOMMENDATION:**

Staff recommends alternative #1 for the adoption of the resolution as attached setting the 2018 property tax levy in the amount of \$3,226,691.00.

**D. SUPPORTING DATA:**

Resolution adopting the 2018 property tax levy.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN  
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,  
HELD ON DECEMBER 18, 2017

Pursuant to due call and notice thereof, a Special meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on December 18, 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 AMOUNT TO  
BE RAISED BY PROPERTY TAXATION FOR  
THE YEAR 2018**

WHEREAS, the Annual Town Meeting held on March 14, 2017, voted to raise by taxation, an amount not-to-exceed \$3,582,000.00,

WHEREAS, at a Town Board Meeting held on September 6, 2017, the Town Board voted to raise by taxation, an amount not-to-exceed \$3,547,226.00,

AND WHEREAS, the Special Town Meeting held on December 12, 2017, voted to raise by taxation, an amount not-to-exceed \$3,226,691.00,

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

1. The amount to be raised by taxation of said Town in the year 2017 for Town purposes is as follows:

Property Tax	\$	2,944,855.00
Fiscal Disparities	\$	<u>281,836.00</u>
Total Levy	\$	3,226,691.00

2. That a certified copy of this Resolution be submitted to the Ramsey County Department of Property Taxation and the Local Governmental Services Division of the Minnesota Department of Revenue by the Town Board.





**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7F – New Business**

**Finance Officer Item:**

**Subject: 2018-2027 Capital Improvement Plan - Approve**

**Documentation: Finance Officer Memo / 2018-2027 CIP**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Finance Officer Review & Recommendation Approve the 2018-2027 Capital Improvement Plan for the Township

**Consideration of Adopting the 2018 – 2027 Capital Improvement Plan (CIP).** (TK)

**A. REFERENCE AND BACKGROUND:**

As part of the 2018 budget process the staff developed and revised the Town's five-year CIP to a ten-year CIP and presented it to the Town Board at a previous Town Board Executive Meeting. Some of the advantages of the CIP is that help ensure financial stability by planning long-range, costly expenditures by ensuring projects fit the Towns budget and not stack projects into one or two years.

Projects/purchases list for 2018 were included in the Town's 2018 budget. Projects/purchases in the years 2019 through 2027 are estimates by staff as to when they will be needed and can be adjusted in future CIP's. Projects/purchases included in the 2018 budget and CIP still must go through the Town's purchase procedure and follow the Town's purchase policy before contracts are awarded for work or purchases ordered.

**A1. Budget Impact:** The projects/purchases included in the CIP for 2018 were incorporated into the Town's 2018 budget.

**A2. Staff Workload Impact:** Staff will use the CIP to guide when future capital expenditures are purchased or projects performed.

**B. ALTERNATIVE ACTIONS:**

1. Adopt the 2018 – 2027 CIP.
2. Adopt an adjusted 2018 – 2027 CIP.
3. Do not adopt the 2018 – 2027 CIP.

**C. STAFF RECOMMENDATION:**

Staff recommends alternative #1 for the adoption of the 2018 – 2027 CIP.

**D. SUPPORTING DATA:**

2018 – 2027 CIP summary.

EXPENDITURES: Project Name	Page #	Priority Ranking	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
<b>Administration</b>												
Replace Computer Servers	12	20.25	10,000				10,000				10,000	
Replace Desktop Computers & Monitors	13	20.25	8,750			6,300		6,300			6,300	6,300
Replace Laptop Computers	14	34.25				6,000				6,000		
Software Upgrades	15	41.45	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Purchase LCD Projector	16	31.75	1,500	2,000								
Purchase Video Screen	17	25.75	1,000							4,000		
Replace Document Scanner	18	42.75	4,000		800							
Replace Paper Shredder	19	20.25										
Replace/Purchase Office Furniture	20	18.25	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
<b>Town Buildings</b>												
Replace/Purchase Cable/AV Equipment	21	18.70	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Replace Office Chairs	22	28.15	1,200		1,200		1,200		1,200		1,200	
Repaint Administrative Building Interior	23	34.15	40,000									
Replace Administrative Building Carpet	24	34.15	30,000									
Replace Administrative Building Entrance Doors	25	36.55	25,000									
Reroof Administrative Building	26	29.85				30,000						
HVAC Improvements in the Administration Building	27	44.40				75,000						
Mill and Overlay/Reconst. Admin. Building Parking Lot	28	29.40		40,000								
Replace Administrative Building Retaining Wall	29	35.35		50,000								
Purchase Emergency Generator for Buildings	30	21.80	100,000									
<b>Public Safety</b>												
Replace Code Enforcement Vehicle	31	34.85						30,000				
<b>Public Works</b>												
Replace/Purchase Speed Control Signs	32	44.05	20,000					20,000				
Replace Trailers	33	34.45	10,000				30,000					
Replace Tractor	34	31.25						45,000				
Replace Toolcat	35	29.20							80,000			
Replace Skidsteers	36	31.95							80,000	65,000		
Replace Bobcat Trucks	37	18.10		4,200			4,200			4,200		
Replace Brush Chipper	38	33.15				45,000						50,000
Replace Pickup Trucks	39	24.75	47,500	30,000	300,000	50,000				50,000		300,000
Replace Single Axle Dump/Plow Trucks	40	28.60				300,000						
Replace Dump/Utility Trucks	41	27.25	130,000				140,000					
Small Tools & Equipment	42	Varies	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Purchase Mini Excavator	43	24.55										100,000
Replacement of Street Sweeper	44	34.65							300,000			

EXPENDITURES CONTINUED:	Page #	Priority Ranking	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
<b>Public Works Continued</b>												
Replacement of Rounds Pickup Truck	45	27.50				65,000					30,000	
Purchase Tire Changer and Wheel Balancer Machine	46	30.00	16,000									
Replace Snow Plow Equipment	47	40.75	30,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Purchase/Replace 800 Mghz Radios	48	27.35	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200
Replace Public Works Fuel Tank Facility	49	45.00	20,000									
Purchase Clam Truck	50	25.80					100,000					
Construct Public Works Staging Area	51	18.25	35,000									
Improve Ice Dam Mitigation on Public Works Roof	52	20.75	25,000									
Public Works Garage Door Replacement	53	36.70		20,000								
Replace Public Works Refrigerator	54	25.85	1,800									
<b>Road and Bridge</b>												
Replacement of Street Name Signs	55	27.60		200,000								
<b>Park Maintenance</b>												
Replace Zero Turn Mowers	56	34.65					30,000					30,000
Purchase Large Pull Mower	57	32.30					30,000					
Replace Large Turf Mower	58	25.80	75,000			85,000						85,000
Purchase Ballfield Grooming Machine	59	29.25		30,000								
Replace Rough Terrain Vehicle (RTV)	60	28.75						45,000				
Replacement of Park Refuse/Recycling Containers	61	25.05	13,000									
Replace Various Park Signs	62	27.35	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
White Bear Parkway Trail Remarking	63	33.30	2,000									
<b>Park Improvement Fund</b>												
Rebuild Eagle Park Tennis Court	64	37.55	60,000									
Bellaire Beach Improvements	65	17.05	100,000	60,000								
Rebuild Bellaire Park Tennis Courts/Inline Skate Area	66	29.30				30,000						
Columbia Park Parking Lot Replacement	67	27.90		100,000								
Birch Park Handicapped Accessibility Improve.	68	17.05		1,000								
Repair Ballfield Back Stops	69	35.90		5,000								
Park Trail Sealcoating	70	20.95	30,000	30,000								
Replace Playground Equipment at Manor Park	71	26.15							50,000			
Replace Picnic Shelter at Fox Meadow Park	72	26.15	5,000									
Improve Playground Area at Columbia Park	73	28.40		30,000								
Replace Playground Equipment at Brandlewood Park	74	28.40		10,000								
Replace Playground Equipment at Mead Park	75	28.40			80,000							
Replace Playground Equipment at Otter Park	76	28.40					60,000					
Replace Summit Lane Dock	77	33.80							5,000			10,000
Replace Red Pine Park Boardwalk	78	33.80										

**EXPENDITURES CONTINUED:**

Project Name	Page #	Priority Ranking	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
<b>Park Acquisition Fund</b>												
Bald Eagle Trail Development	79	33.30		100,000	100,000							
Bruce Vento Trail Development	80	31.80		100,000								
Buffalo Street Trail Development	81	33.30			150,000							
Centerville Road Trail Development	82	33.30			150,000							
County Road H2 Trail Development	83	33.30		300,000								
County Road J Trail Development	84	33.30			100,000							
Northeast Area Trail Development	85	33.30			30,000							
Fox Meadow Park Trail Development	86	33.30				110,000				55,000		
Brandlewood Park Trail Development	87	33.30										
Rutherford Park/Lake Links Trail Development	88	33.30	110,000									
<b>Community (Polar Lakes) Park Fund</b>												
Baseball Field Improvements	89	27.15	30,000									
Grandstand Construction	90	15.50				400,000						
Soccer Field Restroom Facility Construction	91	28.50	250,000									
Baseball Field Restroom Facility Construction	92	28.50		250,000								
Purchase Baseball Field #3 Scoreboard	93	20.40		15,000								
Replace Dugout Roofs	94	24.70	125,000									
Repair/Replace Signs	95	27.35										3,000
General Polar Lakes Park Improvements	96	23.20	51,000	51,000	51,000	51,000	51,000	51,000	51,000	51,000	51,000	51,000
Construct Amphitheatre/Band Shell	97	24.40			500,000							
Parking Lot Expansion	98	38.45		132,000								
Replace Playground Equipment	99	28.40		200,000								
<b>Improvement Fund</b>												
Road Mill and Overlay/Reconstruction Projects	100	36.20		3,200,000	3,100,000		4,300,000		2,600,000			250,000
Sealcoat Projects	101	36.95	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Annual Curb Repair and Replacement	102	38.30	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
<b>Water Fund</b>												
Well Pumpphose Improvements	103	30.35	5,000	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500
Water Improvements - Northeast Tower	104	24.75	20,000									
Water Tower Painting - Hammond Road Tower	105	24.75		1,000,000								
Hydrant Rehabilitation	106	41.25	30,000	30,000								
Installation of Radio Read Devices	107	24.10	25,000						100,000			
Well Pump Rehabilitation	108	37.85	30,000		32,000		60,000		35,000			50,000
GIS Integration of Township Infrastructure	109	30.35	200,000	50,000	25,000							

EXPENDITURES CONTINUED:												
Project Name	Page #	Priority Ranking	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
<b>Sewer Fund</b>												
Replace Jet/Vac Truck	110	56.55					160,000					
Sanitary Sewer Lining Project	111	35.30				1,500,000						
Rehabilitation of Lift Stations	112	31.20	330,000	250,000								
Sanitary Sewer Manhole Grouting	113	33.80	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Purchase Televising (Camera) Trailer	114	44.25	100,000									
<b>Storm Water Utility Fund</b>												
South Area Storm Water Improvements	115	28.20		500,000								
Replacement of Storm Water Culverts	116	29.30	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Storm Water Structure Repairs	117	36.75	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Pond/Ditch Cleaning	118	36.75	125,000	130,000	200,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Park Avenue/Stillwater Street Drainage Survey	119	31.35	10,000									
Stillwater Street Drainage Improvements	120	31.35		500,000								
Beaver Street Drainage Improvements	121	31.35					25,000					
Allendale Drive Ditch Cleaning	122	31.35	30,000									
Pioneer Lane Ditch Cleaning	123	31.35	50,000						35,000			
Lake and Overlake Avenue Drainage Pipe	124	41.20	40,000									
Otterview Trail Drainage Improvements	125	31.35	150,000									
Storm Water Outfall Reconstruction	126	41.20		30,000								
Birch Road Drainage Improvements	127	35.45										
<b>Total Expenditures</b>			<b>2,711,950</b>	<b>7,245,900</b>	<b>1,505,700</b>	<b>5,893,000</b>	<b>2,612,100</b>	<b>5,158,000</b>	<b>1,272,900</b>	<b>3,480,900</b>	<b>634,200</b>	<b>3,711,000</b>
General Fund - Road & Bridge			0	200,000	25,000	0	0	0	0	0	0	0
General Fund - Park & Rec			18,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Park Acquisition Fund			110,000	400,000	530,000	110,000	0	0	0	55,000	0	0
Improvement Funds			160,000	960,000	160,000	935,000	160,000	1,235,000	160,000	810,000	160,000	785,000
Special Assessments			0	2,650,000	0	2,325,000	1,005,000	3,225,000	0	1,950,000	0	1,875,000
Community Park Improvement Fund			456,000	648,000	51,000	951,000	51,000	51,000	51,000	51,000	51,000	54,000
Park Improvement Fund			95,000	236,000	80,000	30,000	60,000	0	55,000	10,000	0	0
Water Fund			210,000	1,036,500	38,500	6,500	66,500	6,500	141,500	106,500	6,500	56,500
Sewer Fund			440,000	260,000	10,000	10,000	505,000	10,000	10,000	10,000	10,000	10,000
Storm Water Utility Fund			450,000	525,000	255,000	805,000	305,000	330,000	340,000	305,000	305,000	305,000
Capital Building Fund			377,800	110,000	0	105,000	0	0	0	0	0	0
Capital Equipment Fund			373,650	216,900	347,700	604,500	431,100	284,000	471,900	167,900	98,200	615,000
Trade-In/Salvage Value			21,000	0	5,000	7,500	25,000	13,000	40,000	12,000	0	7,000
Grants			0	0	0	0	0	0	0	0	0	0
<b>Total Revenue Sources</b>			<b>2,711,950</b>	<b>7,245,900</b>	<b>1,505,700</b>	<b>5,893,000</b>	<b>2,612,100</b>	<b>5,158,000</b>	<b>1,272,900</b>	<b>3,480,900</b>	<b>634,200</b>	<b>3,711,000</b>



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7G – New Business**

**Finance Officer Item:**

**Subject: 2018 Budget - Approve**

**Documentation: Finance Officer Memo / Budget**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Finance Officer Review & Recommendation Adopt the 2018 General Fund Budget for the Township in the Amount of \$4,043,491.00

**Consideration of Adopting the 2018 Budget.** (TK)

**A. REFERENCE AND BACKGROUND:**

Over the last several months Town Staff has developed a budget for fiscal year 2018 that would be funded with the Town's 2018 property tax levy. The budget funded by property taxes could not exceed the preliminary levy adopted by residents at the Annual Town Meeting in March. In addition to staff developing the budget, several workshops were held with the Town Board for their input into the proposed budget.

The proposed budget was then presented to Town residents at the Annual Budget Meeting on December 12, 2017. At this meeting residents recommended for adoption a 2018 General Fund budget of \$4,043,491.00.

Therefore, staff is requesting that the Town Board adopt the 2018 General Fund budget as submitted at the Annual Budget Meeting in the amount of \$4,043,491.00.

**A1. Budget Impact:** If approved the budget will become the frame work for 2018 expenditures and activities for Town Staff to provide services to township residents.

**A2. Staff Workload Impact:** Staff will use this budget to plan and provide services in 2018.

**B. ALTERNATIVE ACTIONS:**

1. Adopt the 2018 General Fund budget in the amount of \$4,043,491.00.
2. Adopt an adjusted 2018 General fund budget.
3. Do not adopt the 2018 budget.

**C. STAFF RECOMMENDATION:**

Staff recommends alternative #1 for the adoption of 2018 General Fund budget in the amount of \$4,043,491.00.

**D. SUPPORTING DATA:**

2018 General Fund Budget.

GENERAL FUND BUDGET SUMMARY BY ACTIVITY												
	2011	2012	2013	2014	2015	2016	2017	2017	2017	2018	%	
REVENUES	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET	PROJECTED	BUDGET	CHANGE	
PROPERTY TAXES	\$2,527,988	\$2,820,669	\$2,815,835	\$2,778,829	\$2,931,245	\$2,987,920	\$3,000,000	\$3,000,000	\$3,007,875	\$3,226,691	7.56%	
LICENSES & PERMITS	127,063	222,645	167,323	208,418	232,255	245,409	161,600	161,600	213,324	184,400	14.11%	
INTERGOVERNMENTAL REVENUES	173,712	143,846	145,651	180,205	204,693	189,177	189,177	189,177	180,792	197,216	4.25%	
CHARGES FOR SERVICES	157,996	123,726	160,585	191,437	258,291	179,905	149,450	149,450	176,268	147,490	-1.31%	
FINES & FORFEITS	19,326	20,542	27,625	24,487	16,528	18,324	15,000	15,000	18,825	16,000	6.67%	
SPECIAL ASSESSMENTS	0	0	0	0	0	0	0	0	0	0	0.00%	
INTEREST EARNINGS		34,522	(33,241)	38,389	25,798	13,683	38,800	38,800	52,330	30,825	-20.55%	
MISCELLANEOUS	233,756	295,348	261,689	179,156	334,013	214,102	304,905	304,905	340,479	225,869	-25.92%	
OPERATING TRANSFERS	135,096	22,456	17,500	16,727	18,185	17,500	20,000	20,000	20,000	15,000	-25.00%	
TOTAL REVENUES	\$3,390,777	\$3,683,754	\$3,562,967	\$3,617,648	\$4,021,008	\$3,938,458	\$3,878,932	\$3,878,932	\$4,009,883	\$4,043,491	4.24%	
EXPENDITURES BY DEPARTMENT												
GENERAL GOVERNMENT												
BOARD OF SUPERVISORS	\$35,625	\$37,304	\$37,920	\$39,010	\$38,482	\$39,851	\$43,975	\$43,975	\$40,756	\$44,178	0.46%	
GENERAL GOVERNMENT	392,641	669,102	329,269	343,730	282,732	271,670	284,060	284,060	258,186	298,270	5.00%	
RECYCLING	21,572	16,745	18,038	19,709	17,953	18,785	27,212	27,212	22,498	27,335	0.45%	
ELECTIONS	7,053	20,684	24,341	24,717	27,480	30,090	28,755	28,755	26,631	28,755	0.00%	
ADMINISTRATION	234,720	246,687	251,931	288,890	260,639	280,545	299,002	299,002	283,271	309,397	3.48%	
COMMUNITY DEVELOPMENT	180,190	184,533	184,710	192,825	192,002	199,093	217,396	217,396	213,066	220,313	1.34%	
TOTAL GENERAL GOVERNMENT	\$871,801	\$1,175,055	\$846,209	\$908,881	\$819,288	\$840,034	\$900,400	\$900,400	\$844,408	\$928,249	3.09%	
PUBLIC SAFETY												
POLICE & ANIMAL CONTROL	825,149	859,425	878,552	915,122	922,339	926,588	982,560	982,560	983,027	1,046,823	6.54%	
FIRE PROTECTION	226,970	230,176	228,910	212,711	226,231	227,567	236,896	236,896	236,896	254,110	7.27%	
CODE ENFORCEMENT	181,635	183,408	147,559	174,033	162,081	169,140	177,322	177,322	177,652	188,331	6.21%	
TOTAL PUBLIC SAFETY	\$1,233,754	\$1,273,009	\$1,255,021	\$1,301,866	\$1,310,651	\$1,323,295	\$1,396,778	\$1,396,778	\$1,397,575	\$1,489,264	6.62%	
PUBLIC WORKS												
ROAD & BRIDGE	408,295	396,978	582,095	531,359	686,224	918,395	563,434	563,434	545,552	582,165	3.32%	
ICE & SNOW	0	0	0	0	0	0	0	0	0	0	0.00%	
PUBLIC WORKS	228,235	197,512	292,416	251,509	194,304	207,828	250,901	250,901	214,554	251,426	0.21%	
TOWN BUILDINGS	121,854	143,799	351,547	144,156	125,864	194,917	160,749	160,749	142,104	156,913	-2.39%	
TOTAL PUBLIC WORKS	\$758,384	\$738,289	\$1,226,058	\$927,024	\$1,006,392	\$1,321,140	\$975,083	\$975,083	\$902,210	\$990,503	1.58%	
CULTURE AND RECREATION												
PARKS & RECREATION	342,993	355,290	499,845	431,997	612,133	598,951	573,170	573,170	380,438	601,475	4.94%	
TOWNSHIP DAY FESTIVAL	19,334	18,220	19,562	18,839	21,839	18,750	33,500	33,500	28,631	34,000	1.49%	
TOTAL CULTURE AND RECREATION	\$362,327	\$373,510	\$519,407	\$451,836	\$633,972	\$617,701	\$606,670	\$606,670	\$409,069	\$635,475	4.75%	
TOTAL GENERAL FUND EXPENDITURE	\$3,226,266	\$3,559,863	\$3,846,695	\$3,589,607	\$3,770,303	\$4,102,170	\$3,878,932	\$3,878,932	\$3,553,262	\$4,043,491	4.24%	
FUND BALANCE - JANUARY 1	\$1,751,326	\$1,915,837	\$2,039,728	\$1,756,000	\$1,784,041	\$2,034,746	\$1,871,034	\$1,871,034	\$1,871,034	\$2,327,665		
EXCESS REVENUE OVER EXPENDITURE	\$164,511	\$123,881	(\$283,728)	\$28,041	\$250,705	(\$163,712)	(\$0)	(\$0)	\$456,631	(\$0)		
FUND BALANCE - DECEMBER 31	\$1,915,837	\$2,039,728	\$1,756,000	\$1,784,041	\$2,034,746	\$1,871,034	\$1,871,034	\$1,871,034	\$2,327,665	\$2,327,665		

ACCOUNT #	GENERAL FUND	2011	2012	2013	2014	2015	2016	2017	2017	2018	%
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROJECTED	BUDGET	CHANGE
101-31010	REVENUES										
101-31010	CURRENT AD VALOREM TAXES	\$2,316,184	\$2,565,087	\$2,524,884	\$2,473,129	\$2,517,898	\$2,707,036	\$2,723,691	\$2,696,454	\$2,944,855	8.12%
101-31020	DELINQUENT AD VALOREM TAXES	(16,570)	17,723	37,819	18,181	(4,671)	33,079	0	20,265	0	0.00%
101-31040	FISCAL DISPARITIES	228,374	234,388	252,052	285,843	259,581	245,553	276,309	276,309	281,836	2.00%
101-31060	PENALTY & INTEREST - TAXES	0	3,471	1,080	1,676	158,437	2,252	0	14,847	0	0.00%
101-32100	BUSINESS LICENSES	5,885	16,635	10,175	9,660	10,846	10,370	10,000	9,800	10,000	0.00%
101-32101	LIQUOR LICENSE	1,350	19,150	10,075	10,325	10,325	10,325	10,000	12,125	11,500	15.00%
101-32102	TOBACCO LICENCES	400	900	500	400	500	400	400	400	400	0.00%
101-32200	CONTRACTOR LICENSES	10,745	12,950	7,745	8,250	8,550	8,850	7,000	7,680	7,000	0.00%
101-32210	BUILDING PERMITS	73,170	102,477	86,281	102,528	136,495	122,176	90,000	131,479	90,000	0.00%
101-32220	RENTAL DWELLING LICENSES	631	15,460	1,524	16,950	725	22,140	1,000	1,175	15,000	1400.00%
101-32225	VACANT BUILDING REGISTRATIONS	4,400	11,000	5,500	8,860	14,600	8,920	5,000	2,200	5,000	0.00%
101-32231	METER PERMITS	694	2,220	1,641	2,100	960	1,350	1,000	1,260	1,000	0.00%
101-32232	INSIDE WATER PERMIT	6,445	9,785	11,987	10,222	8,739	13,401	9,000	15,003	9,000	0.00%
101-32233	OUTSIDE SEWER/WATER PERMITS	1,185	3,120	2,346	1,745	990	1,642	1,000	2,510	1,000	0.00%
101-32240	GAS/HEATING PERMITS	12,709	10,235	16,790	17,456	24,163	20,763	15,000	15,317	17,000	13.33%
101-32250	ELECTRIC PERMITS	1,918	2,796	2,617	2,723	2,449	864	2,500	2,667	1,500	-40.00%
101-32260	ANIMAL CONTROL LICENSES	627	7,451	624	6,592	1,354	8,213	700	1,022	6,000	757.14%
101-32270	OTHER PERMITS	6,904	8,466	9,518	10,607	11,559	15,985	9,000	10,686	10,000	11.11%
101-33400	HOMESTEAD CREDIT (HACAMM)	26,812	0	107	17	18	17	15	15	15	0.00%
101-33410	SCORE GRANT	24,122	18,695	24,682	44,981	28,904	26,889	25,050	25,050	27,335	9.12%
101-33415	PERA INCREASE AID	4,266	4,266	4,266	4,266	4,266	4,266	4,266	4,266	4,266	0.00%
101-33420	POLICE STATE AID	35,335	35,546	31,609	33,355	43,378	32,352	58,600	32,352	58,600	0.00%
101-33430	COUNTY HIGHWAY AIDS	20,442	20,853	22,373	22,948	22,577	49,346	21,000	22,652	25,000	19.05%
	PARK GRANT	0	0	0	12,750	0	0	0	0	0	0.00%
101-33700	CABLE TV FRANCHISE FEES	62,735	64,486	62,614	61,888	105,550	148,745	80,246	96,457	82,000	2.19%
101-34100	SALE OF SUPPLIES	3,826	1,664	2,813	3,251	3,636	4,114	3,200	3,123	3,000	-6.25%
101-34110	SPECIAL ASSESSMENT SEARCHES	180	100	80	80	100	80	50	80	0	-100.00%
101-34115	FALSE ALARMS	50	600	1,100	650	1,050	950	0	0	0	0.00%
101-34120	ENGINEERING CHARGES	6,483	2,514	14,037	16,236	53,669	40,867	10,000	10,271	10,000	0.00%
101-34122	PLANNING CHARGES	10,508	2,660	5,707	8,776	31,748	5,979	5,000	5,140	5,000	0.00%
101-34123	CHARGES FOR LEGAL FEES	6,393	937	4,696	4,474	5,366	12,170	5,000	290	5,000	0.00%
101-34130	ADMINISTRATIVE CHARGES	18,989	11,171	22,396	44,412	35,667	43,908	25,000	32,042	30,000	20.00%
101-34131	BOND ADMINISTRATIVE CHARGES	36,219	37,975	9,687	0	41,635	0	0	0	0	0.00%
101-34132	INVESTMENT ADMIN FEE	11,131	(1,690)	18,748	20,757	18,315	(13,845)	25,800	32,866	22,140	-14.19%
101-34140	CONTRACTUAL SERVICES	44,352	39,485	47,946	50,424	47,056	49,925	45,000	56,214	47,000	4.44%
101-34145	ANIMAL IMPOUND FEES	0	0	0	0	0	210	0	148	0	0.00%
101-34150	SURCHARGE/SAC RETAINAGE	1,463	1,295	1,046	1,388	534	554	400	947	350	-12.50%
101-34200	PLAN CHECK FEES	18,422	27,015	32,329	40,989	19,515	34,953	30,000	35,147	25,000	-16.67%
101-35100	TRAFFIC & OTHER FINES	14,867	9,724	11,516	11,622	11,618	10,724	10,000	10,025	9,000	-10.00%
101-35150	ADMINISTRATIVE CITATIONS	4,459	10,818	16,109	12,865	4,910	7,600	5,000	8,800	7,000	40.00%
101-36210	INTEREST EARNINGS	15,940	34,522	(33,241)	38,389	25,798	13,683	38,800	52,330	30,825	-20.55%
101-36230	DONATIONS FROM PRIVATE SOURCES	465	1,639	575	561	1,064	1,790	500	2,376	500	0.00%
101-36400	FACILITY RENTAL FEES	220,786	232,502	238,714	127,592	273,023	171,882	286,505	295,995	208,719	-27.15%
101-36401	FACILITY RENTAL FEES - TOWNSHIP D/	2,053	1,390	1,495	1,915	2,015	1,445	1,200	1,768	1,200	0.00%
101-39000	MISCELLANEOUS	8,389	56,979	19,054	46,857	55,358	37,304	15,000	39,801	15,000	0.00%
101-39001	MISC. - SALE OF RECYCLING	1,341	500	1,851	1,724	1,848	584	1,000	539	450	-55.00%
101-39010	INSURANCE REIMB./DIVIDENDS	720	2,336	0	507	705	1,097	700	0	0	100.00%
101-39300	TRANSFERS FROM OTHER FDS	135,096	22,456	17,500	16,727	18,185	17,500	20,000	20,000	15,000	-25.00%
	TOTAL REVENUES	\$3,390,777	\$3,683,754	\$3,562,967	\$3,617,648	\$4,021,008	\$3,938,458	\$3,878,932	\$4,009,893	\$4,043,491	4.24%

ACCOUNT #	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 PROJECTED	2018 BUDGET	% CHANGE
101-4110-101	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
101-4110-103	30,513	32,177	32,661	33,854	34,832	35,702	36,785	36,594	36,785	0.00%
101-4110-121	1,824	1,850	1,878	1,947	1,742	1,785	2,759	1,830	2,759	0.00%
101-4110-122	1,676	1,797	1,824	1,890	505	518	2,814	531	2,814	0.00%
101-4110-135	0	0	0	0	0	0	0	0	0	0.00%
101-4110-151	79	94	94	125	130	135	142	142	150	5.63%
101-4110-201	0	0	0	0	0	0	0	0	0	0.00%
101-4110-201	0	0	0	0	0	0	0	0	0	0.00%
101-4110-201	0	0	0	0	0	0	0	0	0	0.00%
101-4110-201	0	0	0	0	0	0	0	0	0	0.00%
101-4110-201	0	0	0	0	0	0	0	0	0	0.00%
101-4110-308	0	0	260	0	0	0	0	0	0	0.00%
101-4110-331	0	0	0	0	0	0	0	0	0	0.00%
101-4110-333	0	30	0	125	15	0	125	65	120	-4.00%
101-4110-334	1,533	1,356	1,203	1,069	1,258	1,711	1,350	1,594	1,550	14.81%
101-4110-449	0	0	0	0	0	0	0	0	0	0.00%
101-4110-520	0	0	0	0	0	0	0	0	0	0.00%
TOTAL EXPENDITURES	\$35,625	\$37,304	\$37,920	\$39,010	\$38,482	\$39,851	\$43,975	\$40,756	\$44,178	0.46%

ACCOUNT #	GENERAL GOVERNMENT	2011	2012	2013	2014	2015	2016	2017	2017	2018	%
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROJECTED	BUDGET	CHANGE
101-4130-101	GENERAL GOVERNMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
101-4130-201	SALARIES, FULL TIME - REG	0	0	0	0	0	0	0	0	0	0.00%
101-4130-250	MISC OFFICE SUPPLIES	0	0	0	168	0	0	0	0	0	0.00%
101-4130-301	SALES TAX	10,565	10,472	11,634	11,665	11,585	11,600	12,000	11,125	12,000	0.00%
101-4130-303	AUDITING SERVICES	27,741	36,758	46,967	55,532	41,280	29,915	45,000	43,039	45,000	0.00%
101-4130-304	ENGINEERING SERVICES	60,289	44,002	42,305	80,441	39,321	58,455	50,000	32,010	50,000	0.00%
101-4130-305	LEGAL FEES	33,327	34,339	32,289	36,095	36,523	35,879	37,500	40,891	40,000	6.67%
101-4130-307	PROSECUTING FEES	9,715	10,614	22,241	31,124	19,314	17,554	18,000	19,694	20,000	11.11%
101-4130-308	COMPUTER SERVICES	10,624	13,253	10,826	19,395	6,636	10,066	13,000	7,056	13,000	0.00%
101-4130-309	OTHER PROFESSIONAL SERVICES	0	2,165	2,258	1,150	2,078	1,269	3,000	550	3,500	16.67%
101-4130-311	CONTRACTUAL SERVICES	0	0	294	1,102	1,255	1,973	1,300	4,597	2,200	69.23%
101-4130-311	CREDIT CARD FEES	4,846	7,022	1,840	3,845	7,614	7,962	7,500	10,665	8,000	6.67%
101-4130-351	LEGAL NOTICES	0	2,159	9,401	4,219	4,695	4,842	6,250	8,530	6,500	4.00%
101-4130-355	NEWSLETTER	17,500	17,500	15,000	17,500	17,000	17,000	15,500	15,500	16,500	6.45%
101-4130-361	GENREAL LIABILITY INSURANCE	500	500	500	800	800	900	800	800	1,000	25.00%
101-4130-362	PUBLIC OFFICIAL'S LIABILITY INSUR.	0	0	0	0	0	0	0	0	0	0.00%
101-4130-364	SELF-INSURANCE - HEALTH	3,619	6,894	2,428	3,122	7,877	2,156	5,000	3,381	5,000	0.00%
101-4130-404	REPAIR/MAINTENANCE - EQUIP.	0	0	0	0	0	0	0	0	0	0.00%
101-4130-405	REPAIR/MAINTENANCE - OTHER	12,713	12,871	14,317	14,673	15,487	15,473	15,525	16,526	16,000	3.06%
101-4130-433	DUES & SUBSCRIPTIONS	40,000	40,000	35,936	31,872	27,808	23,744	19,700	19,680	20,000	1.52%
101-4130-437	NORTHEAST YOUTH & FAMILY SERVICES	0	0	0	0	0	0	0	0	10,000	0.00%
101-4130-439	TOWN HALL MANAGEMENT	14,675	16,270	18,305	18,574	18,943	19,550	19,100	19,082	19,200	0.52%
101-4130-440	W B L CONSERVATION DIST.	653	645	645	668	882	733	1,000	934	1,000	0.00%
101-4130-441	VADNAIS LK WATER MANAG. ORG.	5,833	7,148	12,083	11,785	12,050	12,599	13,885	4,126	9,370	-32.52%
101-4130-449	MISCELLANEOUS EXPENSES	140,041	0	0	0	0	0	0	0	0	0.00%
101-4130-490	OTHER CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0.00%
101-4130-560	FURNITURE & FIXTURES	0	0	0	0	0	0	0	0	0	0.00%
101-4130-560	OFFICE EQUIPMENT	0	406,480	50,000	0	0	0	0	0	0	0.00%
101-4130-720	TRANSFERS OUT	0	\$669,102	\$329,269	\$343,730	\$282,732	\$271,670	\$284,060	\$256,186	\$298,270	5.00%
	TOTAL EXPENDITURES	\$392,641	\$669,102	\$329,269	\$343,730	\$282,732	\$271,670	\$284,060	\$256,186	\$298,270	5.00%

ACCOUNT #	RECYCLING	2011	2012	2013	2014	2015	2016	2017	2017	2018	%
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROJECTED	BUDGET	CHANGE
101-4131-101	RECYCLING	\$4,380	\$4,451	\$4,570	\$4,743	\$4,871	\$4,997	\$5,130	\$5,051	\$5,310	3.51%
101-4131-108	SALARIES, FULL-TIME- REG	283	287	292	297	302	323	325	310	336	3.38%
101-4131-121	SALARIES, EXTRA MEETING PAY	338	343	353	366	388	399	409	403	423	3.50%
101-4131-122	PERA CONTRIBUTIONS	330	335	372	385	392	406	417	409	432	3.50%
101-4131-131	FICA CONTRIBUTIONS	941	1,078	997	1,069	902	1,099	1,060	928	1,060	0.00%
101-4131-132	HEALTH INSURANCE CONTR	24	26	20	25	24	24	36	26	40	11.11%
101-4131-135	DISABILITY INSURANCE CONTR	24	24	24	0	0	0	0	0	0	0.00%
101-4131-151	HEALTH INS. CASH CREDIT	35	42	43	50	55	57	60	60	65	8.33%
101-4131-201	WORKER'S COMP.	0	0	0	0	0	0	0	0	0	0.00%
101-4131-220	OFFICE SUPPLIES	0	0	0	0	0	0	2,000	0	2,000	0.00%
101-4131-250	OPERATING SUPPLIES - OTHER	0	0	0	0	0	0	0	0	0	0.00%
101-4131-308	SALES TAX	1,140	0	0	0	0	0	775	0	869	12.13%
101-4131-309	PROFESSIONAL SERVICES	14,077	10,159	9,659	12,774	11,019	11,480	16,000	15,306	16,000	0.00%
101-4131-322	CONTRACTUAL SERVICES	0	0	0	0	0	0	0	0	0	0.00%
101-4131-355	POSTAGE	0	0	0	0	0	0	0	0	0	0.00%
101-4131-449	OTHER PRINTING	0	0	0	0	0	0	0	0	0	0.00%
101-4131-491	MISCELLANEOUS EXPENSE	0	0	1,708	0	0	0	1,000	5	800	-20.00%
101-4131-580	RECYCLING AWARD	0	0	0	0	0	0	0	0	0	0.00%
	OTHER EQUIPMENT	0	0	0	0	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$21,572	\$16,745	\$18,038	\$19,709	\$17,953	\$18,785	\$27,212	\$22,498	\$27,335	0.45%

ACCOUNT #	ELECTIONS	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 PROJECTED	2018 BUDGET	% CHANGE
101-4140-101	ELECTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
101-4140-102	SALARIES, FULL TIME - REG	349	3,406	0	0	0	0	0	0	0	0.00%
101-4140-103	SALARIES, FULL TIME - OT	0	0	0	0	0	0	0	0	0	0.00%
101-4140-104	SALARIES, PART-TIME - REG	1,450	9,572	0	0	0	0	0	0	0	0.00%
101-4140-104	SALARIES, TEMPORARY - REG	25	247	0	0	0	0	0	0	0	0.00%
101-4140-121	PERA CONTRIBUTIONS	27	261	0	0	0	0	0	0	0	0.00%
101-4140-122	FICA CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0.00%
101-4140-151	WORKER'S COMP.	0	0	0	0	0	0	0	0	0	0.00%
101-4140-201	OFFICE SUPPLIES	0	0	0	0	0	0	0	0	0	0.00%
101-4140-220	OFFICE SUPPLIES - OTHER	0	858	0	0	0	83	0	0	0	0.00%
101-4140-250	OPERATING SUPPLIES - OTHER	18	0	0	0	0	0	0	0	0	0.00%
101-4140-304	SALES TAX	0	0	0	0	0	0	0	0	0	0.00%
101-4140-304	LEGAL FEES	0	0	0	0	0	0	0	0	0	0.00%
101-4140-309	CONTRACTUAL SERVICES	0	2,087	21,455	21,455	24,730	26,970	26,000	23,876	26,000	0.00%
101-4140-322	POSTAGE	0	0	0	0	0	0	0	0	0	0.00%
101-4140-331	MILEAGE	0	0	0	0	0	0	0	0	0	0.00%
101-4140-351	LEGAL NOTICES	226	254	136	512	0	282	0	0	0	0.00%
101-4140-355	OTHER PRINTING	253	0	0	0	0	0	0	0	0	0.00%
101-4140-404	REPAIR/MAINTENANCE EQUIP.	1,705	1,749	0	0	0	0	0	0	0	0.00%
101-4140-415	EQUIPMENT RENTAL	3,000	2,250	2,750	2,750	2,750	2,755	2,755	2,755	2,755	0.00%
101-4140-560	FURNITURE & FIXTURES	0	0	0	0	0	0	0	0	0	0.00%
101-4140-560	OFFICE EQUIPMENT	0	0	0	0	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$7,053	\$20,684	\$24,341	\$24,717	\$27,480	\$30,090	\$28,755	\$26,631	\$28,755	0.00%

ACCOUNT #	ADMINISTRATION	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 PROJECTED	2018 BUDGET	% CHANGE
101-4150-101	ADMINISTRATION	\$141,310	\$157,403	\$163,727	\$181,953	\$157,895	\$166,524	\$172,215	\$170,292	\$178,800	3.82%
101-4150-102	SALARIES, FULL TIME - REG	75	0	0	0	0	0	0	0	0	0.00%
101-4150-103	SALARIES, FULL TIME - OT	0	0	0	0	0	0	0	0	0	0.00%
101-4150-104	SALARIES, PART-TIME - REG	208	57	9,043	9,870	635	0	0	897	0	0.00%
101-4150-108	SALARIES, TEMPORARY - REG	1,787	1,813	1,840	1,906	1,907	2,038	2,055	1,953	2,118	3.07%
101-4150-121	EXTRA MEETING PAY	10,389	11,340	12,000	13,085	11,783	12,377	13,070	12,350	13,569	3.81%
101-4150-122	PERA CONTRIBUTIONS	10,323	11,538	12,390	13,742	11,745	12,357	13,332	12,206	13,840	3.81%
101-4150-131	FICA CONTRIBUTIONS	21,025	24,789	21,672	20,083	24,610	27,293	29,320	25,803	32,225	9.91%
101-4150-132	HEALTH INSURANCE	950	967	770	1,107	922	905	1,460	888	1,420	-2.74%
101-4150-135	DISABILITY INSURANCE	788	745	737	0	0	0	0	0	0	0.00%
101-4150-142	HEALTH INSUR. CASH CREDIT	0	0	0	0	0	0	0	0	0	0.00%
101-4150-151	UNEMPLOYMENT BENEFITS	1,094	1,536	1,550	1,800	1,900	1,975	2,075	2,075	2,200	6.02%
101-4150-201	WORKER'S COMPENSATION	645	(471)	(9,025)	(84)	(162)	754	2,150	233	1,500	-30.23%
101-4150-250	OFFICE SUPPLIES	(90)	0	0	0	0	0	0	0	0	0.00%
101-4150-308	SALES TAX	11,205	10,310	9,236	11,687	13,843	14,798	14,500	13,959	14,750	1.72%
101-4150-322	PROFESSIONAL SERVICES	6,561	7,372	7,760	6,958	6,840	7,843	8,500	4,229	8,500	0.00%
101-4150-331	POSTAGE	3,445	1,313	749	1,994	715	888	3,000	602	2,500	-16.67%
101-4150-332	TRAVEL EXPENSE	558	2,481	1,746	907	1,281	1,742	1,500	1,577	1,800	20.00%
101-4150-333	TRAVEL ALLOWANCE	3,054	3,283	1,768	4,355	5,140	4,946	4,500	5,282	4,850	7.78%
101-4150-355	CONFERENCE REGISTRATION FEES	0	0	0	0	0	0	0	0	0	0.00%
101-4150-370	PRINTING - OTHER	500	0	500	800	800	900	925	925	925	0.00%
101-4150-415	EMPLOYEE BONDS	20,000	12,000	15,114	18,500	20,000	25,000	30,000	30,000	30,000	0.00%
101-4150-434	EQUIPMENT RENTAL	893	211	354	226	785	205	400	0	400	0.00%
101-4150-449	BOOKS & SUBSCRIPTIONS	0	0	0	0	0	0	0	0	0	0.00%
	MISCELLANEOUS	0	0	0	0	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$234,720	\$246,687	\$251,931	\$288,890	\$260,639	\$280,545	\$299,002	\$283,271	\$309,397	3.48%

ACCOUNT #	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 PROJECTED	2018 BUDGET	% CHANGE
101-4160-101	\$123,287	\$125,418	\$124,497	\$133,708	\$135,862	\$139,499	\$138,625	\$138,593	\$143,485	3.51%
101-4160-102	42	0	0	0	0	0	0	0	0	0.00%
101-4160-103	0	0	0	0	0	0	0	0	0	0.00%
101-4160-104	0	0	0	0	0	0	9,400	0	0	-100.00%
101-4160-108	6,494	6,590	6,689	6,927	6,934	7,411	7,460	7,101	7,699	3.20%
101-4160-121	9,412	9,570	9,786	9,985	10,408	10,680	10,956	10,786	11,339	3.49%
101-4160-122	9,218	9,424	10,367	10,343	10,435	10,658	11,895	11,052	11,566	-2.77%
101-4160-131	22,260	24,840	23,613	23,166	18,048	20,503	23,000	18,689	23,000	0.00%
101-4160-132	793	860	663	867	780	808	980	807	1,050	7.14%
101-4160-135	673	673	673	0	0	0	0	0	0	0.00%
101-4160-151	957	1,171	1,200	1,302	1,400	1,455	1,530	1,530	1,675	9.48%
101-4160-201	250	250	250	200	243	150	150	150	150	0.00%
101-4160-250	20	0	0	0	0	0	0	0	0	0.00%
101-4160-308	1,500	1,500	1,350	1,450	1,999	2,400	7,750	18,450	14,500	87.10%
101-4160-331	889	211	1,321	711	904	942	1,000	962	1,000	0.00%
101-4160-332	1,304	1,309	1,309	1,344	1,302	1,320	1,500	1,279	1,400	-6.67%
101-4160-333	225	490	390	205	885	65	450	685	450	0.00%
101-4160-415	1,500	1,125	1,500	1,500	1,500	1,500	1,700	1,700	1,700	0.00%
101-4160-433	1,366	1,102	1,102	1,117	1,302	1,702	1,000	1,282	1,300	30.00%
101-4160-434	0	0	0	0	0	0	0	0	0	0.00%
101-4160-560	0	0	0	0	0	0	0	0	0	0.00%
101-4160-580	0	0	0	0	0	0	0	0	0	0.00%
TOTAL EXPENDITURES	\$180,190	\$184,533	\$184,710	\$192,825	\$192,002	\$199,093	\$217,395	\$213,066	\$220,313	1.34%

ACCOUNT #	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 PROJECTED	2018 BUDGET	% CHANGE
101-4210-201	\$233	\$1,030	\$1,230	\$415	\$718	\$825	\$700	\$1,152	\$700	0.00%
101-4210-250	16	0	0	0	0	0	0	0	0	0.00%
101-4210-308	\$1,200	\$1,050	\$1,200	\$1,750	\$1,800	\$1,400	\$2,000	\$1,400	\$1,800	-10.00%
101-4210-309	813,692	852,635	874,667	912,104	919,624	923,436	966,305	980,004	1,031,998	6.80%
101-4210-315	7,754	2,530	0	0	0	0	12,555	0	11,525	-8.20%
101-4210-316	2,254	2,180	1,455	853	197	1,127	1,000	471	800	-20.00%
TOTAL EXPENDITURES	\$825,149	\$859,425	\$878,552	\$915,122	\$922,339	\$926,588	\$982,560	\$983,027	\$1,046,823	6.54%
ACCOUNT #	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 PROJECTED	2018 BUDGET	% CHANGE
101-4220-309	\$226,970	\$230,176	\$228,910	\$212,711	\$226,231	\$227,567	\$236,896	\$236,896	\$254,110	7.27%
TOTAL EXPENDITURES	\$226,970	\$230,176	\$228,910	\$212,711	\$226,231	\$227,567	\$236,896	\$236,896	\$254,110	7.27%
ACCOUNT #	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 PROJECTED	2018 BUDGET	% CHANGE
101-4230-101	\$129,237	\$131,710	\$107,309	\$129,187	\$118,725	\$123,827	\$126,680	\$129,858	\$136,110	7.44%
101-4230-102	61	0	0	0	0	0	200	0	0	-100.00%
101-4230-103	2,498	684	0	0	0	0	0	0	0	0.00%
101-4230-104	9,573	9,671	8,107	9,266	8,777	9,158	9,516	9,736	10,208	7.27%
101-4230-121	9,653	9,406	8,450	9,590	8,849	8,978	9,706	9,362	10,412	7.27%
101-4230-131	21,142	22,203	14,042	16,085	15,674	17,642	18,920	16,158	18,920	0.00%
101-4230-132	1,032	1,068	671	926	892	1,067	1,075	1,071	1,170	8.84%
101-4230-135	990	990	720	0	0	0	0	0	0	0.00%
101-4230-142	0	734	0	0	0	0	0	0	0	0.00%
101-4230-151	898	932	955	1,100	1,000	1,040	1,100	1,100	1,210	10.00%
101-4230-201	1,081	1,162	1,400	1,175	1,000	576	600	400	600	0.00%
101-4230-212	1,530	1,500	1,750	1,750	1,700	1,500	1,500	1,500	1,400	-6.67%
101-4230-250	190	0	0	0	0	0	0	0	0	0.00%
101-4230-308	0	0	0	0	0	144	0	1,425	200	0.00%
101-4230-331	0	0	0	54	(95)	0	75	0	50	-33.33%
101-4230-333	650	973	455	900	745	1,208	1,200	542	1,300	8.33%
101-4230-415	3,000	2,250	3,700	4,000	4,000	4,000	6,500	6,500	6,500	0.00%
101-4230-434	100	125	0	0	814	0	250	0	250	0.00%
101-4230-540	0	0	0	0	0	0	0	0	0	0.00%
101-4230-560	0	0	0	0	0	0	0	0	0	0.00%
TOTAL EXPENDITURES	\$181,635	\$183,408	\$147,559	\$174,033	\$162,081	\$169,140	\$177,322	\$177,652	\$188,331	6.21%



ACCOUNT #	2011	2012	2013	2014	2015	2016	2017	2017	2017	2018	%
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET	PROJECTED	BUDGET	CHANGE
PUBLIC WORKS											
101-4320-101	\$56,476	\$58,443	\$58,179	\$60,494	\$53,373	\$54,967	\$60,730	\$60,485	\$60,485	\$63,800	5.06%
101-4320-102	0	0	0	38	0	0	0	48	0	0	0.00%
101-4320-104	0	23	948	0	0	0	0	0	0	0	0.00%
101-4320-121	4,105	4,237	4,094	4,389	4,017	4,127	4,555	4,554	4,554	4,785	5.06%
101-4320-122	4,202	4,237	4,296	4,311	3,846	3,842	4,646	4,434	4,434	4,881	5.06%
101-4320-131	10,454	7,696	11,472	11,181	9,008	10,655	11,655	12,534	12,534	12,130	4.08%
101-4320-132	426	461	367	554	384	440	490	436	436	525	7.14%
101-4320-135	368	3,517	444	895	0	0	0	0	0	0	0.00%
101-4320-151	2,003	2,457	2,518	2,800	3,050	3,175	3,350	3,350	3,350	3,680	9.85%
101-4320-211	0	190	0	0	0	23	0	0	0	0	0.00%
101-4320-212	38,882	29,585	36,925	30,140	10,402	9,959	28,000	12,696	12,696	21,500	-23.21%
101-4320-213	1,563	1,725	1,272	662	2,387	1,388	1,800	971	971	1,500	-16.67%
101-4320-215	3,874	1,520	1,305	1,770	3,723	5,968	5,000	1,159	1,159	5,000	0.00%
101-4320-216	0	0	0	0	0	794	0	0	0	800	0.00%
101-4320-220	2,329	2,715	2,406	7,096	5,960	5,525	6,250	7,799	7,799	6,500	4.00%
101-4320-221	25,214	26,504	31,659	50,920	26,638	27,384	35,000	13,412	13,412	35,000	0.00%
101-4320-228	207	209	276	659	200	559	325	399	399	500	53.85%
101-4320-229	240	279	264	242	176	289	250	189	189	275	10.00%
101-4320-250	0	0	0	425	166	1,141	2,000	3,474	3,474	2,000	0.00%
101-4320-250	458	320	0	3,202	1,660	9,732	0	16	16	0	0.00%
101-4320-308	735	1,762	943	12,290	5,274	1,144	4,000	787	787	4,000	0.00%
101-4320-309	0	0	267	80	2,012	1,896	1,500	1,983	1,983	2,000	33.33%
101-4320-331	243	89	245	381	1,256	256	300	0	0	300	0.00%
101-4320-333	106	853	3,531	2,393	1,645	1,822	1,800	4,169	4,169	1,800	0.00%
101-4320-363	10,000	10,000	10,000	11,000	12,000	12,000	11,650	11,650	11,650	12,500	7.30%
101-4320-404	5,670	15,938	7,361	28,005	25,072	22,008	21,000	17,743	17,743	21,000	0.00%
101-4320-405	0	876	157	26	1,292	1,325	800	7,266	7,266	1,200	50.00%
101-4320-415	60,000	22,500	13,000	17,000	20,000	27,000	45,000	45,000	45,000	45,000	0.00%
101-4320-434	680	1,376	487	556	563	399	800	0	0	750	-6.25%
101-4320-530	0	0	0	0	0	0	0	0	0	0	0.00%
101-4320-540	0	0	0	0	0	0	0	0	0	0	0.00%
101-4320-580	0	0	0	0	0	0	0	0	0	0	0.00%
101-4320-720	0	0	100,000	0	0	0	0	0	0	0	0.00%
TOTAL EXPENDITURES	\$228,235	\$197,512	\$282,416	\$251,509	\$194,304	\$207,828	\$250,901	\$214,554	\$214,554	\$251,426	0.21%

ACCOUNT #	TOWN BUILDINGS	2011	2012	2013	2014	2015	2016	2017	2017	2017	2018	%
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET	PROJECTED	BUDGET	CHANGE
101-4330-101	SALARIES, FULL TIME - REG	\$11,295	\$11,689	\$11,485	\$11,819	\$11,659	\$12,406	\$13,740	\$13,622	\$14,410	\$14,410	4.88%
101-4330-102	SALARIES, FULL TIME - OT	97	0	0	7	0	0	75	10	75	75	0.00%
101-4330-104	SALARIES, TEMPORARY - REG	495	909	3,499	0	429	1,288	2,325	548	1,875	1,875	-19.35%
101-4330-121	PERA CONTRIBUTIONS	828	847	808	857	877	931	1,036	1,026	1,086	1,086	4.85%
101-4330-122	FICA CONTRIBUTIONS	885	917	1,094	844	878	977	1,235	1,045	1,252	1,252	1.36%
101-4330-131	HEALTH INSURANCE	2,099	2,165	2,294	2,415	1,887	2,262	2,463	2,562	2,560	2,560	3.94%
101-4330-132	DISABILITY INSURANCE	96	92	66	92	82	88	110	95	120	120	9.09%
101-4330-135	HEALTH INSUR. CASH CREDIT	68	73	89	0	0	0	0	0	0	0	0.00%
101-4330-142	UNEMPLOYMENT BENEFITS	0	0	0	0	0	0	0	0	0	0	0.00%
101-4330-151	WORKER'S COMPENSATION	513	669	686	800	800	830	875	875	960	960	9.71%
101-4330-211	CLEANING SUPPLIES	0	0	0	0	0	0	0	0	0	0	0.00%
101-4330-215	SHOP MATERIALS	48	0	222	2,230	0	0	0	0	0	0	0.00%
101-4330-216	CHEMICALS	648	891	71	1,990	147	170	1,000	90	800	800	-20.00%
101-4330-220	OPERATING SUPPLIES - OTHER	3,250	4,673	4,954	3,499	6,003	7,569	6,000	5,113	5,000	5,000	-16.67%
101-4330-223	BUILDING MATERIALS	0	231	118	67	191	0	200	995	200	200	0.00%
101-4330-228	UNIFORM ALLOWANCE	43	42	55	101	68	112	65	84	100	100	53.85%
101-4330-229	UNIFORM MAINTENANCE	1,130	363	122	48	38	58	50	21	75	75	50.00%
101-4330-250	SALES TAX	2,980	10	0	0	0	0	0	0	0	0	0.00%
101-4330-308	PROFESSIONAL SERVICES	0	777	180	765	3,109	1,787	3,000	1,575	3,250	3,250	8.33%
101-4330-309	CONTRACTED SERVICES	14,045	10,562	10,787	13,102	9,967	13,460	18,000	18,799	18,000	18,000	0.00%
101-4330-317	BUILDING INSPECTIONS	0	0	0	0	0	0	0	0	0	0	0.00%
101-4330-318	SECURITY MONITORING FEES	2,073	1,923	3,788	3,676	2,458	1,494	3,000	2,374	2,800	2,800	-6.67%
101-4330-320	TELEPHONE	12,804	14,604	14,156	11,675	9,810	10,893	12,500	11,024	12,250	12,250	-2.00%
101-4330-331	TRAVEL EXPENSES	21	0	0	0	0	0	0	0	0	0	0.00%
101-4330-333	REGISTRATION & CONFERENCE FEE	13	13	0	20	55	54	75	0	100	100	0.00%
101-4330-381	ELECTRICITY	16,403	13,544	15,331	18,562	13,851	16,621	16,500	16,422	17,000	17,000	3.03%
101-4330-382	GAS	14,181	8,837	9,390	18,887	7,575	7,775	11,000	7,345	9,000	9,000	-18.18%
101-4330-384	HERITAGE HALL	6,288	4,335	3,279	3,379	3,330	4,505	4,500	3,812	4,500	4,500	0.00%
101-4330-386	WATER/SEWER UTILITIES	2,027	2,250	1,854	1,682	1,735	1,845	2,000	1,829	2,500	2,500	25.00%
101-4330-401	REPAIR MAINTENANCE - BLDG.	5,951	11,264	3,604	8,342	8,587	11,171	10,000	8,630	10,000	10,000	0.00%
101-4330-404	REPAIR MAINTENANCE - EQUIP.	6,085	3,144	10,255	9,620	3,432	7,687	10,000	2,481	8,000	8,000	-20.00%
101-4330-405	REPAIR MAINTENANCE - OTHER	2,488	5,475	3,749	1,177	4,896	1,025	4,000	4,727	4,000	4,000	0.00%
101-4330-411	FACILITY RENTAL	0	24,500	24,500	22,000	26,500	26,500	26,500	26,500	26,500	26,500	0.00%
101-4330-415	EQUIPMENT RENTAL	0	4,000	4,000	6,500	7,500	9,000	10,500	10,500	10,500	10,500	0.00%
101-4330-520	BUILDING IMPROVEMENT	0	0	0	0	0	3,890	0	0	0	0	0.00%
101-4330-530	OTHER IMPROVEMENTS	15,000	15,000	200,000	0	0	50,000	0	0	0	0	0.00%
101-4330-720	TRANSFERS TO OTHER FUNDS	0	0	0	0	0	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$121,854	\$143,799	\$351,547	\$144,156	\$125,864	\$194,917	\$160,749	\$142,104	\$156,913	\$156,913	-2.39%

ACCOUNT #	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 PROJECTED	2018 BUDGET	% CHANGE
PARKS & RECREATION										
101-4410-101 SALARIES, FULL TIME - REG	\$115,219	\$118,671	\$115,010	\$119,016	\$113,559	\$128,704	\$139,875	\$133,091	\$147,100	5.17%
101-4410-102 SALARIES, FULL TIME - OT	0	0	0	0	0	0	100	95	0	-100.00%
101-4410-103 SALARIES, PART-TIME - REG	0	0	0	0	0	0	0	0	0	0.00%
101-4410-104 SALARIES, TEMPORARY - REG	22,596	23,543	18,235	28,244	15,051	16,934	30,225	15,085	24,375	-19.35%
101-4410-121 PERA CONTRIBUTIONS	8,383	8,614	8,076	8,634	8,545	9,661	10,498	9,994	11,033	5.09%
101-4410-122 FICA CONTRIBUTIONS	9,466	10,400	9,534	10,609	9,355	10,903	13,020	10,903	13,118	0.75%
101-4410-131 HEALTH INSURANCE	21,495	23,464	24,091	25,498	19,779	23,587	25,765	26,404	26,755	3.84%
101-4410-132 DISABILITY INSURANCE	860	939	663	927	815	901	1,115	974	1,195	7.17%
101-4410-135 HEALTH INSUR. CASH CREDIT	718	767	897	0	0	0	0	0	0	0.00%
101-4410-142 UNEMPLOYMENT BENEFITS	0	56	0	0	0	0	500	0	500	0.00%
101-4410-151 WORKER'S COMPENSATION	5,104	6,031	6,182	6,500	7,000	7,275	7,650	7,650	8,400	9.80%
101-4410-211 CLEANING SUPPLIES	0	0	0	0	0	0	0	0	0	0.00%
101-4410-212 MOTOR FUELS	0	449	746	740	912	918	750	0	900	20.00%
101-4410-216 CHEMICALS	8,550	11,890	7,822	12,320	6,269	8,201	14,000	9,577	12,000	-14.29%
101-4410-220 OPERATING SUPPLIES - OTHER	1,619	2,246	1,730	3,209	2,081	5,103	3,500	6,989	3,500	0.00%
101-4410-221 EQUIPMENT REPAIR PARTS	1,278	7,261	5,522	6,112	12,316	16,040	13,000	10,286	12,800	-1.54%
101-4410-225 LANDSCAPING MATERIALS	12,562	13,605	27,717	40,031	27,371	10,301	25,000	18,177	24,000	-4.00%
101-4410-226 SIGNS, SIGN REPAIR MATERIALS	512	0	1,370	336	6,919	3,245	4,500	3,254	4,500	0.00%
101-4410-228 UNIFORM ALLOWANCE	635	422	559	1,033	693	1,149	685	855	1,000	45.99%
101-4410-229 UNIFORM MAINTENANCE	481	574	554	507	397	607	500	331	600	20.00%
101-4410-240 TOOLS	0	11	0	0	0	288	0	0	0	0.00%
101-4410-250 SALES TAX	2,767	0	0	0	0	0	0	0	0	0.00%
101-4410-308 PROFESSIONAL SERVICES	3,754	2,138	13,211	15,389	7,490	8,057	8,000	8,200	8,500	6.25%
101-4410-309 CONTRACTUAL SERVICES	22,918	15,604	15,907	11,204	10,453	31,567	26,000	24,196	27,500	5.77%
101-4410-311 BELLAIRE BEACH OPERATIONS	16,991	19,361	16,351	15,577	16,968	21,289	20,600	21,494	21,000	1.94%
101-4410-321 TELEPHONE	0	0	0	0	0	0	0	0	0	0.00%
101-4410-331 TRAVEL EXPENSE	215	21	334	409	0	82	300	0	300	0.00%
101-4410-333 CONFERENCE REGISTRATION FEES	1,162	2,248	913	790	1,847	742	2,750	1,030	2,500	-9.09%
101-4410-381 ELECTRICITY	11,063	9,255	9,128	8,672	9,069	9,377	10,200	5,047	10,500	2.94%
101-4410-386 WATER/SEWER UTILITIES	720	8,948	4,802	2,430	5,368	4,692	5,000	4,861	5,500	10.00%
101-4410-404 REPAIR/MAINTENANCE - EQUIP.	869	2,312	1,342	4,551	3,285	2,380	5,262	962	5,000	-4.98%
101-4410-405 REPAIR/MAINTENANCE - OTHER	11,706	12,415	29,826	2,508	64,317	65,453	83,300	8,046	17,000	-79.59%
101-4410-411 FACILITY RENTAL	0	0	0	0	0	0	0	0	0	100.00%
101-4410-416 PARK EQUIPMENT RENTAL	35,000	26,362	28,000	28,000	30,000	37,000	45,000	45,107	206,300	358.44%
101-4410-434 BOOKS & SUBSCRIPTIONS	10	0	46	54	45	105	75	0	100	0.00%
101-4410-530 IMPROVEMENTS	0	0	17,478	52,877	92,951	67,932	76,000	7,830	5,500	-92.76%
101-4410-540 HEAVY MACHINERY/EQUIPMENT	0	7,683	7,050	1,731	5,093	0	0	0	0	0.00%
101-4410-580 OTHER EQUIPMENT	6,300	0	0	0	0	0	0	0	0	0.00%
101-4410-720 TRANSFER TO OTHER FUNDS	20,000	20,000	126,749	24,019	134,185	106,960	0	0	0	0.00%
TOTAL EXPENDITURES	\$342,993	\$355,290	\$499,845	\$431,997	\$612,133	\$598,951	\$573,170	\$380,438	\$601,475	4.94%

ACCOUNT #	GENERAL FUND	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 PROJECTED	2018 BUDGET	% CHANGE
101-4411-101	TOWNSHIP DAY FESTIVAL	\$1,512	0	0	0	0	0	0	0	0	0.00%
101-4411-102	SALARIES, FULL TIME - REG	999	0	0	0	0	0	0	0	0	0.00%
101-4411-103	SALARIES, FULL TIME - OT	0	0	0	0	0	0	0	0	0	0.00%
101-4411-104	SALARIES, PART-TIME - REG	175	0	0	0	0	0	0	0	0	0.00%
101-4411-104	SALARIES, TEMPORARY - REG	182	0	0	0	0	0	0	0	0	0.00%
101-4411-121	PERA CONTRIBUTIONS	205	0	0	0	0	0	0	0	0	0.00%
101-4411-122	FICA CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0.00%
101-4411-131	HEALTH/DENTAL/LIFE INSURAN	0	0	0	0	0	0	0	0	0	0.00%
101-4411-142	U. C. BENEFIT PAYMENTS	54	0	0	0	0	0	0	0	0	0.00%
101-4411-151	WORKER'S COMP BENEFIT PAYM	813	323	608	8	1,402	2	1,000	230	1,000	0.00%
101-4411-220	OPERATING SUPPLIES - OTHER	41	0	0	0	0	0	0	0	0	0.00%
101-4411-250	SALES TAX	15,353	17,897	18,954	19,831	19,657	18,336	20,000	23,261	23,000	15.00%
101-4411-308	PROFESSIONAL SERVICES	0	0	0	0	0	0	8,500	5,140	7,000	100.00%
101-4411-331	MOVIE IN THE PARK SERIES	0	0	0	0	0	0	0	0	0	0.00%
101-4411-331	TRAVEL EXPENSE	0	0	0	0	0	0	0	0	0	0.00%
101-4411-355	ADVERTISING	0	0	0	0	780	412	2,000	0	2,000	0.00%
101-4411-449	MISCELLANEOUS	0	0	0	0	0	0	2,000	0	1,000	-50.00%
101-4411-530	IMPROVEMENTS	0	0	0	0	0	0	0	0	0	0.00%
101-4411-540	HEAVY MACHINERY	0	0	0	0	0	0	0	0	0	0.00%
101-4411-720	TRANSFERS TO OTHER FUNDS	0	0	0	0	0	0	0	0	0	0.00%
	TOTAL EXPENDITURES	\$19,334	\$18,220	\$19,562	\$19,839	\$21,839	\$18,750	\$33,500	\$28,631	\$34,000	1.49%



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7H – New Business**

**Finance Officer Item:**

**Subject: Resolution Approving Transfer of Certain Funds for the Town of White Bear - Approve**

**Documentation: Finance Officer Memo / Resolution**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Finance Officer Review & Recommendation Adopt the **Resolution Approving Transfer of Certain Funds for the Town of White Bear**

**Prudhon – Moves**

**Ruzek - Seconds**

**Consideration of Adopting Resolution Approving 2017 Transfers.** (TK)

**A. REFERENCE AND BACKGROUND:**

Each year the Town transfers money from one fund to another for various reasons. In order to complete these transfers, the Town must pass a resolution authorizing these transfers. Some of the transfers were part of the budget, such as the transfers for the funding of debt payments. Others are not planned but are needed to offset current or future expenditures and some are to meet fund balance policies. Attached is a list of the proposed 2017 transfers and below is a description of the transfers.

1. Transfer from the EDA Fund of \$20,000.00 to the General Fund Fund to help cover the costs of the Annual Township Day Festival. This was anticipated and will be paid from the Loan Payback Account of the EDA Fund, which was included in the 2017 budget.
2. Transfers 2 and 3 are the budgeted transfers for the TIF Districts share of the 2017 bond payments.
3. The transfer 4 of \$178,700.00 from the 2005B TIF Bonds to the Improvement Fund is to close the 2005B TIF Bond Fund since the bonds was paid off in February.
4. Transfer 5 is the budgeted transfer of the General Fund's – Road & Bridge Department's share of the 2017 seal coat project costs.
5. The remaining transfers (transfers 6) \$90,000 is to reduce the General Fund's balance down to 50% of 2018 expenditures per the Town's fund balance policy.
  - The \$40,000.00 to the Community Park Fund will be used to help pay for future park improvements.
  - The \$50,000.00 to the Park Improvement Fund will be used to fund future park improvements. This is a new fund, which will be used to fund improvements to existing parks and funded through improvement fee charged to the General Fund – Park Maintenance Department, which should level out the amount needed to levy for park improvements.

**A1. Budget Impact:** The budget impacts vary for each fund. However, all these transfers should provide a sound long-term financial base to build financial stability for the Town and help maintain a low tax rate into the future.

**A2. Staff Workload Impact:** There would be no staff workload impacts for this item.

**B. ALTERNATIVE ACTIONS:**

- 1. Adopt the resolution as attached to approve the 2017 Operating Transfers for the Town.
- 2. Adopt a resolution for the 2017 Operating Transfers for the Town with amendments as discussed.
- 3. Do not adopt the resolution as attached to approve the 2017 Operating Transfers for the Town.

**C. STAFF RECOMMENDATION:**

- 1. Staff recommends alternative #1 for the adoption of the resolution as attached to approve the 2017 Operating Transfers for the Town.

**D. SUPPORTING DATA:**

Resolution adopting the 2017 Operating Transfers for the Town.







**Town Board Meeting  
December 18, 2017**

**Agenda Number: 71 – New Business**

**Subject: Fund Balance Classifications - Approve**

**Documentation: Finance Officer Memo**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Finance Officer Review & Recommendation Approve the Fund Balance Classifications as Outlined in the Finance Officer's Memo

**Consideration of Approving Fund Balance Classifications.** (TK)

**A. REFERENCE AND BACKGROUND:**

The purpose of this agenda item is to define the Township's governmental fund balance classifications in compliance with Governmental Accounting Standards Board Statement 54: Fund Balance Reporting and Governmental Fund Type Definitions as of 12/31/2017.

Governmental Fund Balance classifications are defined as follows:

- Non-spendable – resources that are “permanently precluded from conversion to cash.” Such items include prepaid items; inventory, land held for resale; and long-term receivables that are not otherwise restricted, committed, assigned, or offset by deferred revenue.
- Restricted – resources are “constrained to a specific purpose by enabling legislation, external parties, or constitutional provisions.” Examples include fund balance related to unspent bond proceeds, tax increments, Debt Service fund balances, and park dedication fees.
- Committed – resources that are constrained by Board action/resolution for a specific purpose. Fund balance commitments must be completed before December 31<sup>st</sup> to be effective for that fiscal year and remain in effect until the commitment is changed or eliminated by Board action/resolution. Transfers of committed funds for other uses are authorized if approved with the annual budget process or other Board action/resolution.
- Assigned – resources that are “intended for a specific purpose by . . . management.” This would include any remaining positive fund balance in all funds other than the General Fund. The Board delegates the authority to assign fund balance to the Finance Officer.
- Unassigned – remaining resources that are available for any purpose. Unassigned fund balance will occur only in the General Fund or in other funds with there is a negative fund balance that cannot be eliminated by reducing restricted, committed, or assigned fund balance.

When both restricted and unrestricted resources are available for use, restricted resources should be used first, then unrestricted resources as they are needed.

When any combination of committed, assigned, and unassigned resources are available for use, committed resources should be used first, then assigned, then unassigned resources as they are needed.

In order for fund balance to be classified as committed, restricted or non-spendable the action which allows such classification must take place no later than December 31<sup>st</sup>. The follow are the recommended fund balance classifications

**GOVERNMENTAL FUNDS**

**General Funds**

**Category**

**Committed/Assigned For:**

General Fund

Prepaid	Non-spendable	
Public Safety	Assigned	Nite-to-Unite
Compensation	Assigned	Merit Pay for Exempt Employees
Building Improvements	Committed	Building Improvements/Replace
Equipment Replacement	Committed	Equipment Replacement
Remainder	Unassigned	

**Special Revenue Funds**

**Category**

**Committed/Assigned For:**

EDA

Prepaid	Non-spendable	
Land Held for Resale	Non-spendable	
Loan Program	Assigned	EDA Programs
Remainder	Restricted	Tax Increment Financing

**Capital Project Funds**

**Category**

**Committed/Assigned For:**

Park Acquisition Fund

Prepaid	Non-spendable	
Park Improvements	Restricted	Rutherford Park
Remainder	Assigned	Park Development

Community Park Improvement

Prepaid	Non-spendable	
Town Hall Improv.	Assigned	
Remainder	Assigned	Polar Lakes Park Development

Improvement Funds

Prepaid	Non-spendable	
Remainder	Assigned	Capital Improvements Benefiting Individual Property Owners

**Debt Service Funds**

**Category**

**Committed/Assigned For:**

Debt Service Funds	Restricted	
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The action requested tonight is to approve the above 2017 fund balance classifications.

FOR INFORMATION PURPOSES ONLY”

Amounts that are known today are as follows but may subject to change with year-end audit:

General Fund:	
Public Safety (Assigned)	\$ 1,609.72
Compensation Study (Assigned)	\$ 5,000.00
Park Acquisition Fund:	
Rutherford Park Development (Restricted)	\$ 6,385.36
EDA Fund:	
Land Held for Resale (Non-Spendable)	\$223,475.86
Community Park Improvement:	
Town Hall Improvements	\$ 3,291.48
Storm Water Utility Fund:	
Stillwater Street Drainage (Assigned)	\$250,000.00

**A1. Budget Impact:** There are no budget impacts at this time.

**A2. Staff Workload Impact:** There would be no staff workload impacts for this item.

**B. ALTERNATIVE ACTIONS:**

1. Approve the fund balance classifications as submitted by staff.
2. Approve the fund balance classifications with some modifications.
3. Do not approve the fund balance classifications.

**C. STAFF RECOMMENDATION:**

1. Staff recommends alternative #1 for the approval the fund balance classifications as submitted by staff.

**D. SUPPORTING DATA:**

None.



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7J – New Business**

**Public Works Director Item:**

**Subject: Fuel Management System Approve Purchase**

**Documentation: Public Works Director Correspondence w/attachments**

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Based on Town Public Works Director Review & Recommendation Approve the Proposal for Purchase of a Fuel Management System from Pump and Meter Service, Inc., in the Amount of \$13,904.04, With Funding from the Capital Building Fund

## MEMORANDUM

Date: December 12, 2017

To: Town Board

From: Dale Reed, Public Works Director

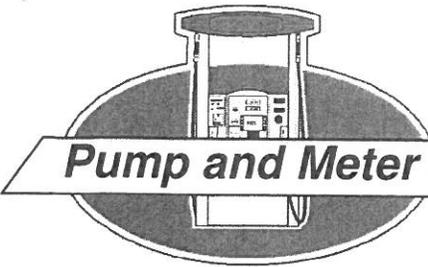
Re: Purchase of Fuel Management System for Public Works

Public Works recommending the purchase of a Fuel Management System to provide accountability for both gas and diesel fuels used daily in the operations of the Public Works Department. The new system will track who (employee #) fueled the equipment and identify the equipment's number, current hours and/or mileage. This information will be programmed to be exported to the Town's Fleet Maintenance Software. The exported information will be linked to the equipment's number to provide the Town's Mechanic with a notice of scheduled maintenance based upon data entered by the Mechanic for each type of equipment.

Staff has received two proposals for the Fuel Management System:

- Pump and Meter Service, Inc. for \$13,904.04
- Zahl-Petroleum Maintenance Company for \$14,059.00

Town Board action is to approve the proposal of the Fuel Management System from Pump and Meter Service Inc. for \$13,904.04.



Main Office - 11303 Excelsior Blvd. - Hopkins, MN 55343  
 Phone: (952)933-4800 - Fax: (952) 939-0418  
[www.pump-meter.com](http://www.pump-meter.com)  
 Email: [pump-meter@pump-meter.com](mailto:pump-meter@pump-meter.com)

Proposal No:  
**2017151-B**

• Date: 12/8/2017 • Page: 1 of 3

**Pump and Meter Service, Inc.**

**SERVICE • SALES • INSTALLATION**

**Bejin Pump Service** - A division of Pump & Meter Service, Inc.  
 3497 129th Street - Chippewa Falls, WI 54729  
 Phone: (715)723-8223 - Fax: (715)723-7242

**Duluth Branch**  
 Phone: (218)389-6359 - Fax: (218) 389-6359

**To: White Bear Lake TWSP**  
 GT  
 1281 Hammond Road  
 White Bear Lake, MN 55110-

**Job Site: White Bear Lake TWSP**  
 1281 Hammond Road  
 White Bear Lake, MN 55110-  
 Ph: Fax:

**Ph: (651) 747-2772 Fax:**

**Salesman: Dave Davenport**

**Email: [GT.Magnuson@whitebeartownship.org](mailto:GT.Magnuson@whitebeartownship.org)**

**Job Description: Install New Fuelmaster**

**Equipment**

Qty	Description	Total
1	Fuelmaster 2500 Plus with Fuelmaster Plus Windows Software (both SQL Server & Access) Keypad Entry and (20) Prokece's	\$7,720.45
	<b>Subtotal</b>	<b>\$7,720.45</b>
	<b>Freight</b>	<b>\$190.00</b>
	<b>Tax Exempt</b>	

**Installation (Labor & Material)**

Seq	Description	
1.	Unpack, assemble and anchor Fuelmaster. (Housekeeping pad by others.)	
2.	Run new wire to Fuelmaster from dispensers.	
3.	Add circuit to Fuelmaster from electrical panel.	
4.	Install conduits between the FMS and the pumps power wiring and pulsars.	
5.	Pull new FMS power communication wiring from building.	
6.	Add Fuelmaster to existing e-stop on the building to shut off all fueling per code.	
7.	Communication to be brought to the inside corner of the building closest to fueling area. The CAT5 suitable for fueling and be long enough to reach the new Fuelmaster.	
8.	Work with IT to download windows software on server of service managers desktop.	
9.	Train on operation of windows software and sample reporting.	
10.	Start up and place in service.	
	<b>Installation</b>	<b>\$3,878.59</b>

**Total Consideration**

	<b>\$11,789.04</b>
	Total Amount

Fueling Systems  
 Inventory Controls  
 Line Testing

- Electronic Gauging &  
 - Fiberglass Tanks & Pipe  
 - Tank Testing



- Self-Serv Equipment  
 - Auto Lifts & Parts  
 - Card Control Systems

- Compressors  
 - Service Station Pumps  
 - Canopies

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 Phone: (952)933-4800 - Fax: (952) 939-0418  
 www.pump-meter.com  
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**Option**

No	Description	Total
#1	Custom export between Fuelmaster Window's Software and Fleet Software. (Owners software must be verified.)	\$2,115.00

**Work Scope Exclusions**

Description
* We will secure permits, however, permit fees are not included in above proposal and will be billed extra to bid amount.
* CAT5 inside the building for fueling communication to be supplied by the owners IT department. Concrete housekeeping pad for Fuelmaster by others

**Terms**

**Payment to be made as follows:**  
 20% Down payment required with order. Equipment billed upon shipment from factory. Installation billed twice monthly on job progression. Net 30 days.  
 A finance charge of 1.5% per month (18.0% per annum) will be applied to unpaid balance after 30 days.  
 Payments made by credit card over \$1,500.00 will be subject to a 2.6% processing fee.  
 All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Authorized Signature: \_\_\_\_\_  
 Dave Davenport

Note: This proposal may be withdrawn by us if not accepted within 30 Days

Prepared by: J. McFarlin

**Acceptance Of Proposal** The above prices, specifications, and conditions, including the terms on the reverse side, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner of Job Site: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Owner  Tenant  Other  
 Date of Acceptance: \_\_\_\_\_ Title: \_\_\_\_\_

Fueling Systems  
 Inventory Controls  
 Line Testing

- Electronic Gauging &  
 - Fiberglass Tanks & Pipe  
 - Tank Testing



Self-Serv Equipment  
 Auto Lifts & Parts  
 Card Control Systems

- Compressors  
 - Service Station Pumps  
 - Canopies

1. The aforesigned hereby warrants and represents to PMSI that he/she has the authority to enter into this Contract and that every person, firm and entity either having an interest in the real property defined herein as the Job Site and whose consent to the Job is required is aware of this Contract and all matters contemplated hereby and has consented thereto.
2. **Delay.** If the job is delayed or postponed due to floods, explosions, strikes, storms, terrorism, or other acts of God through no fault of PMSI, Owner shall pay, in addition to the Contract Price, any and all increases in the cost of labor and materials in excess of those in effect on the date of this contract.
3. **Liens. PLEASE TAKE NOTICE THAT:**
  - a. **PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER.**
  - b. **MINNESOTA LAW PERMITS THE OWNER TO WITHHOLD FROM THE OWNER'S CONTRACTOR AS MUCH OF THE CONTRACT PRICE AS MAY BE NECESSARY TO MEET THE DEMANDS OF ALL OTHER LIEN CLAIMANTS, PAY DIRECTLY THE LIENS AND DEDUCT THE COST OF THEM FROM THE CONTRACT PRICE, OR WITHHOLD AMOUNTS FROM THE OWNER'S CONTRACTOR UNTIL THE EXPIRATION OF 120 DAYS FROM THE COMPLETION OF IMPROVEMENTS UNLESS THE CONTRACTOR FURNISHED TO THE OWNER WAIVERS OF CLAIMS FOR MECHANIC'S LIENS SIGNED BY THE PERSONS WHO FURNISHED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO PROVIDED THE OWNER WITH TIMELY NOTICE.**
4. **Indemnification.** Owner shall indemnify and hold harmless PMSI or any of PMSI's subcontractors from and against any and all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from the performance of this contract and related construction project which are caused in full or in part by or arise from any negligent act(s) or omission(s) of Owner.
5. **Insurance.** The Owner shall purchase and maintain general liability, fire, theft, and casualty insurance, including vandalism to cover the materials, personal property and improvements and PMSI's operations during the job at the job site. Any loss or damage incurred or suffered by the Owner which arises out of or relates, in any way to PMSI's performance of the job, and whether covered by insurance or not, shall be the sole responsibility of the owner. PMSI shall maintain liability and workers' compensation insurance in the amount required by law or deemed adequate by PMSI.
6. **Underground Tanks.** Upon notification by PMSI, owner shall be responsible for filling all underground storage tanks with product or, if product is unavailable, water immediately upon PMSI's placement of tanks into excavations. The Owner shall be responsible for any and all damages and losses that may occur due to floating or unstable tanks if the tanks are not filled as requested.
7. **Additional Work or Work Stoppage.** If any governmental body or agency requires any other work completed in addition to the contracted job, Owner must pay the cost of such other work in an amount equal to the costs incurred by PMSI plus overhead. If a stop work order is issued, PMSI may remove its equipment from the Job Site. Additional charges will be added to the contract if the Job is recommenced.
8. **Contaminated Soils or Environmental Clean-up.** Any costs generated during underground excavation for environmental clean-up, site assessments, consulting fees, disposal of contaminated soil, etc., are the sole responsibility of the Owner, unless specifically stated otherwise in our proposal.
9. **Underground Hazards.** Any underground obstructions encountered, such as bed rock, water, frost, foundations, non-locatable underground utility lines or excessive caving requiring shoring is not covered, unless specifically agreed to in our proposal.
10. **Partial Completion.** If the job is terminated or postponed for reasons including but not limited to the above and which are not attributable solely to PMSI, the owner shall pay to PMSI that portion of the Contract Price representing the percentage of the Job completed upon termination or postponement.
11. **Terms of Payment.** Net thirty (30) days unless otherwise stated on Contract. By signing this Contract, the Owner agrees to pay on demand all costs and expenses including legal and out-of-pocket expenses incurred in connection with the collection of amounts due under this contract. Interest will be added to unpaid balance at the rate of 1.5% per month (18% per year).



**ZAHL-PETROLEUM MAINTENANCE CO.**

DIV. OF DAN LARSON ENTERPRISES, INC.

Sales, Service, Installation of Petroleum Equipment Since 1952

www.zahl-pmc.com

December 6, 2017  
White Bear Township P.W

Re: Supply and Install  
Fuel Master

**Proposal:**

1	Fuel Master 2500 Plus Windows Software Both S QL Server and Access with Pulsars	\$	9,570.00
20	Prokee		120.00

- Install Fuel Master and Pulsars on new fuel system
- Electrical to include
  - Unpack, assemble, set and anchor the new FMS
  - Install inside conduit, as necessary, from the electrical panel
  - Install conduit (s) between the FMS and the pumps and/or register for power and pulsar
  - Finish owner supplied underground rigid conduits to the FMS
  - Pull new FMS power and communication wiring from the building
  - Modify the E-stop on the building to shut off all fueling per code

Installation Total	\$	4,369.00
<b>Total Bid Amount</b>	<b>\$</b>	<b>14,059.00</b>

**NOTE:** DUE TO PRICE FLUCTUATION, PRICE ON EQUIPMENT IS SUBJECT TO CHANGE AFTER 2 WEEKS  
We propose to furnish material and/or labor in accordance with specifications and estimates.

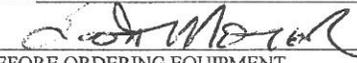
Total Proposal: FOURTEEN THOUSAND FIFTY NINE DOLLARS & 00/100 \$14,059.00

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Note: Payments made by credit card over \$1,500.00 will be subject to a 2.8% processing fee.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hear by accepted. You are authorized to do the work as specified. Payment will be made as outlined below.

Date of Acceptance: \_\_\_\_\_ Customer's Signature: \_\_\_\_\_

Zahl Petroleum Maintenance Company Authorized Signature: 

**PAYMENT SCHEDULE:** 20% DOWNPAYMENT DUE BEFORE ORDERING EQUIPMENT  
BALANCE DUE NET 30 DAYS FROM INVOICE DATE

Date of Acceptance: \_\_\_\_\_ Customer's Signature: \_\_\_\_\_

**EXCLUSIONS:** ITEMS LISTED WILL BE TIME PLUS MATERIAL IF NOT STATED IN BID  
ANY REPAIRS/UPGRADES TO EXISTING EQUIPMENT NOT LISTED ABOVE.  
ANY SEEDING, SODDING OR LANDSCAPING.  
EXISTING TANKS TO BE REMOVED MUST BE PUMPED OF ALL PRODUCT PRIOR TO JOB STARTING DATE.  
ANY PUMPING AND DISPOSAL OF REMAINING PRODUCT OR SLUDGES.  
ALL WARRANTIES PER MANUFACTURE SPECIFICATION.  
ALL COLD WEATHER CHARGES.

3101 SPRING STREET N.E. - MINNEAPOLIS, MN 55413  
PHONE: (612) 331-8550 - FAX: (612) 331-8553  
EQUAL OPPORTUNITY EMPLOYER



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7K – General Business**

**Subject: Small Cell Wireless:**

1. Adopt Amendments to Ordinance No. 68.
2. Adopt Resolution Authorizing Publication of the Title & Summary of the Amendments to Ordinance No. 68.

**Documentation:** Ordinance No. 68 Proposed Amendments Incorporated into Ordinance /  
Amendment to Ordinance No. 68 /  
Resolution Authorizing Publication of the Title & Summary of the Amendments to Ordinance No. 68 /  
Synopsis

**Action / Motion for Consideration:**

Town Attorney Report at Meeting / Discuss

Based on Town Attorney Review & Recommendation:

- 1) Adopt the Amendment to Ordinance No. 68 & Authorize Execution by the Town Board Chair & Town Clerk
- 2) Adopt **Resolution Authorizing Publication of the Title & Summary of the Amendments to Ordinance No. 68**

**Prudhon – Moves**

**Ruzek – Seconds**

- 3) Approve the Synopsis

**ORDINANCE NO. 68**

**AN ORDINANCE GOVERNING THE CONSTRUCTION, INSTALLATION, OPERATION, REPAIR, MAINTENANCE, REMOVAL AND RELOCATION OF FACILITIES AND EQUIPMENT USED FOR THE TRANSMISSION OF TELECOMMUNICATIONS OR RELATED SERVICES IN THE PUBLIC GROUND OF THE TOWN OF WHITE BEAR AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF**

**THE TOWN BOARD OF SUPERVISORS OF THE TOWN OF WHITE BEAR ORDAIN:**

**SECTION 1. DEFINITIONS.** The terms defined in this Section have the meanings given them.

**1-1. Company.** A natural or corporate person, business association or other business entity including partnerships and sole proprietorships, political subdivision, public or private agency of any kind, its successors and assigns, who or which seeks to, or is required to construct, install, operate, repair, maintain, remove or relocate facilities in the Town.

**1-2. Facilities.** Communication lines or equipment of any kind, including, but not limited to, lines or equipment for the transmission of audio, video, or data, or other similar communications services, not otherwise governed by Minnesota Statutes, Chapter 238, including all trunks, lines, cables, wires, optical fibers or other fiber optic cables, laser equipment, circuits, physical connections, switching equipment, wireless communication equipment of all kinds, towers, and any necessary appurtenances owned, leased or operated by a company on, over, in, under, across or along any public ground.

**1-3. Public Ground.** Highways, roads, streets, alleys, sidewalks, skyways, public ways, utility easements and public easements in the Town.

**1-4. Utility Pole Attachment Permit.** A pole attachment permit is required by the registrant in order to attach a wireless telecommunication facility to an existing public utility structure in the public right-of-way. A pole attachment permit is not required if a registrant has been issued a valid excavation permit for the same project.

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**1-5. Utility Pole.** A utility pole is a structure that is 1) owned and operate by: (a) a public utility; (b) a communications service provider; (c) a municipality; (d) an electric membership corporation; or (e) a rural electric cooperative; and 2) designed and used to: (a) carry lines, cables, or wires for telephone, cable television, telecommunications or electricity; or (b) provide lighting.

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## **SECTION 2. PERMIT PROCEDURE.**

**2-1. Permit Required.** A company may not construct, install, repair, remove or relocate facilities, or any part thereof, or otherwise open or disrupt any public ground without first obtaining a permit from the Town. The Town shall require a separate permit of a company for each location where construction, installation, or other disturbance of the public ground is to occur. Each permit shall state specifically the locations of any facilities, and the nature of the work necessitating the permit, and shall contain reasonable regulations and conditions to protect the health, safety and welfare of the populace of the Town.

**2-2. Application.** Application for a permit is made to the Town Clerk. A company shall apply for a permit or renewal of a permit a minimum of two (2) weeks before starting work and must submit detailed plans for street or sidewalk use and pedestrian safety on major projects. This provision or portions thereof may be waived by the Town in the event of an emergency.

**2-3. Issuance of Permit.** If the Town Board determines that the applicant has satisfied the requirements of this Ordinance a permit may be issued. An applicant may contest a permit denial or the conditions of approval by written notice to the Clerk requesting a Town Board reconsideration within fourteen (14) days of the denial. The Town Board shall hear any permit denial contest within forty-five (45) days of the Clerk's receipt of the contest notice. Nothing in this Ordinance precludes the Town from requiring a franchise agreement with the applicant, as allowed by law, in addition to the issuance of a permit set forth herein.

**2-4. Permit Fee.** The application must be accompanied by the permit fee as established in Ordinance No. 54 (Fees & Charges).

**2-5. Security for Completion of Work.** Prior to commencement of work, the company must deposit with the Town security in the form of certified check, letter of credit, or construction bond, in a sufficient amount as determined by the Town for the completion of the work. The securities will be held until the work is completed plus a period of 2 months thereafter to guarantee that restoration work has been satisfactorily completed. Upon application of the company, providing such information as the Town may require, if two or more work projects are to be constructed during a calendar year, the Town may accept, in lieu of separate security for each project, a single security for multiple projects in such form and amount as determined, in the discretion of the Town Board, to be sufficient to assure completion of all projects which may be in progress at any one time during that calendar year and to guaranty that restoration work will be satisfactorily completed. The security will then be returned to the company with interest if required by law and then interest at the applicable statutory rate.

**2-6. Inspection of Work.** When the work is completed, the company must request an inspection by the Town. The Town will determine if the work has been satisfactorily completed, and provide the company with a written report of the inspection and approval.

**2-7. Penalty.** Failure to secure required permits prior to beginning construction, excavation, installation, or work of any kind in public ground, shall constitute a misdemeanor under this Ordinance.

### **SECTION 3. RESTORATION AND RELOCATION.**

**3-1. Restoration.** Upon completion of the work contemplated by a permit, the company must restore the general area of the work, including the pavement and its foundations, to the same or better condition than existed prior to commencement of the work necessitating a permit. The work must be completed as promptly as weather permits. If the company does not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and restore the public ground to the same condition, the Town may put it in the same condition at the expense of the company. The company must, upon demand, pay to the Town the direct and indirect cost of the work done for or performed by the Town, including, but not limited to, the Town's administrative costs.

**3-1.1.** To recover its costs, the Town will first drawn on the security posted by the company and then recover the balance of the costs incurred from the company directly by written demand. This remedy is in addition to any other remedies available to the Town.

**3-2. Company Initiated Relocation.** The company must give the Town written notice prior to a company initiated relocation of facilities. A company initiated relocation must be at the company's expense and must be approved by the Town, such approval shall not be unreasonably withheld.

**3-3. Town Required Relocation.** The company must promptly, with due regard for seasonal working conditions, permanently relocate its facilities whenever the Town, in writing, requires such relocation.

**3-4. Relocation Where Public Ground Vacated.** The vacation of public ground does not deprive the company of the right to operate and maintain its facilities in the Town. If the vacation proceedings are initiated by the Town, the Town must pay the relocation costs. If the vacation proceedings are initiated by the company, the company must pay the relocation costs unless otherwise agreed to by the Town, company, and other persons.

### **SECTION 4. COMPANY DEFAULT.**

**4-1. Notice.** If the company is in default in the performance of the work authorized by the permit, including, but not limited to, restoration requirements for more than 30 days after receiving written notice from the Town of the default, the Town may terminate the rights of the company under the permit, subject to the Town's absolute right to revoke at any time in the exercise of the Town's police powers. The notice of default must be in writing and specify the provisions of the permit under which the default is claimed and state the grounds of the claim. The notice must be served on the company by personally delivering it to an officer thereof at its principal place of business in Minnesota or by certified mail to that address.

**4-2. Town Action on Default.** If the company is in default in the performance of the work authorized by the permit, the Town may, after the above notice to the company, and failure of the company to cure the default, take such action as may be reasonably necessary to abate the condition caused by the default. The company must reimburse the Town for the Town's reasonable costs, including costs of collection and attorney fees incurred as a result of the company default. The security posted under Section 2-5 will be applied by the Town first toward payment for such reimbursement.

## **SECTION 5. OTHER CONDITIONS OF USE.**

**5-1. Use of Public Ground.** Facilities must be located, constructed, installed, maintained or relocated so as not to endanger or unnecessarily interfere with the usual and customary traffic, travel, and use of public ground. The facilities are subject to additional conditions of the permit as established therein, including, but not limited to (i) the right of inspection by the Town at reasonable times and places; (ii) the obligation to relocate the facilities pursuant to Section 3-3 and 3-4; and (iii) compliance with all applicable regulations imposed by the Minnesota Public Utilities Commission, and other State and Federal laws, including prompt compliance with the requirements of the Gopher State One Call program, Minnesota Statutes, Chapter 216D.

**5-2. Location.** The facilities must be placed in a location agreed to by the Town. The company shall give the Town forty-five (45) days advanced written notice of the company's proposed location of facilities within the public ground. No later than 45 days after the Town's receipt of the company's written notice, the Town will notify the company in writing of the Town's acceptance or rejection of the proposed location. If the Town rejects the company's proposed location, the Town shall propose alternative locations. The Town does not waive or forfeit its right to reject the location of facilities by failure to respond within 45 days.

**5-3. Emergency Work.** A company may open and disturb the surface of public ground without a permit where an emergency exists requiring the immediate repair of its facilities. In such event, the company must request a

permit not later than the second working day thereafter, and comply with the applicable conditions of the permit. In no event may the company undertake such an activity which will result in the closing of a street or alley without prior notification to the Town.

**5-4. Street Improvements, Paving or Resurfacing.** The Town will give the company written notice of plans for street improvements where permanent paving or resurfacing is involved. The notice must contain (i) the nature and character of the improvements; (ii) the streets upon which the improvements are to be made; (iii) the extent of the improvements, the time when the Town will start the work; and (iv) if more than one street is involved, the sequences in which the work is to proceed.

**5-5. Company Protection of Facilities.** A company must take all reasonable measures to prevent its facilities from causing damage to persons or property. A company must take all reasonable measures to protect its facilities from damage that could be inflicted on the facilities by persons, property or the elements. The company must take all reasonable protective measures when the Town performs work near the facilities.

**5-6. Guarding of Obstructions or Dangers.** If a company shall obstruct any public ground, such company shall keep such obstruction or obstructions properly guarded at all times. From sunset to sunrise, all obstructions must be guarded by a sufficient number of warning lights placed in such a manner that they will give proper warning of said obstruction. The Town may require any other restrictions or safety regulations as may be in the public interest.

**5-7. Prior Service Connections.** In cases where the Town is undertaking the paving or resurfacing of streets and the facilities are located under such street, the company may be required to install service connections prior to the paving or resurfacing if it is apparent that service will be required during the five year period following the paving or resurfacing.

## **SECTION 6. INDEMNIFICATION.**

**6-1. Scope.** The company will indemnify, keep, and hold the Town, its elected officials, officers, employees, and agents free and harmless from any and all claims and actions on account of injury or death of persons or damage to property occasioned by the construction, installation, maintenance, repair, removal, relocation or operation of the facilities affecting public ground, unless such injury or damage is the result of the negligence of the Town, its elected officials, employees, officers, or agents. The Town will notify the company of claims or actions and provide a reasonable opportunity for the company to accept and undertake the defense.

**6-2. Claim Defense.** If a claim or action is brought against the Town under circumstances where indemnification applies, the company, at its sole expense, shall defend the Town if written notice of the claim or action is given to the company within a period wherein the company is not prejudiced in the defense of such claim or action by lack of such notice. If the company undertakes the defense, the company shall have complete control of such claim or action, but it may not settle without the consent of the Town, which shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the Town. In defending any action on behalf of the Town, the company is entitled to assert every defense or immunity that the Town could assert in its own behalf.

**SECTION 7. EFFECTIVE DATE AND APPLICABILITY TO EXISTING FACILITIES.** Companies with facilities, in, on, over, under, or along public ground on the effective date of this Ordinance must take prompt action to comply with this Ordinance and the permits authorized by this Ordinance. A company, however, is not required to reapply for a permit obtained from the Town prior to the effective date of this Ordinance. A company is not required to pay the difference between the permit fee of a previously obtained permit and the equivalent newly obtained permit under this Ordinance. All other provisions of this Ordinance apply to existing facilities.

**SECTION 8. ACCEPTANCE OF REQUIREMENTS.** By receiving a permit pursuant to this Ordinance, the company accepts and agrees to comply with all of the requirements of this Ordinance.

**SECTION 9. PUBLIC GROUND OTHER THAN RIGHT-OF-WAY.** Nothing in this Ordinance is intended to grant to the company authority beyond that given by Minnesota Statutes, Section 222.37, for use of the public right-of-ways for construction and operation of facilities. If the Town allows the company to use its non-right-of-way public ground, the terms of this Ordinance apply to the extent they are consistent with the contract, statutory, and common law rights the Town owns in such property.

**SECTION 10. SEVERABILITY.** Should any section, subdivision, clause or other provision of this Ordinance be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of the Ordinance as a whole, or of any part thereof, other than the part held to be invalid.

**SECTION 11. RIGHT OF WAY MANAGEMENT.**

**11-1. Standards for Wireless Telecommunication Facilities.**

**11-2. Purpose.** The Township desires high quality wireless communication services to accommodate the needs of residents and businesses. At the same time, the Township strives to minimize the negative impacts that

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wireless telecommunication facilities can have on aesthetics and public safety. Due to the many services that must be delivered within its limited area, the Township also strives to avoid unnecessary encumbrances within the public right-of-way. The Township allows and regulates wireless telecommunication facilities outside of the public right-of-way through performance standards and height limits. The purpose of this Section is to regulate wireless telecommunication facilities within the public right-of-way in a manner that balances desire for service with aesthetic, public safety, and right-of-way flexibility concerns.

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Public rights-of-way are appropriate locations for wireless telecommunication facilities that present minimal impacts (i.e. small pole attachments that do not require new poles, do not require pole extensions, and do not have associated ground mounted equipment). Wireless telecommunication facilities that require greater heights than can be afforded by existing poles in the public right-of-way and that require ground mounted equipment are more appropriately sited outside the public right-of-way in accordance with adopted performance standards. However, the Township recognizes that as wireless technology advances, some residential areas of the Township may be hard to serve with wireless technology due to the lack of siting alternatives in the immediate vicinity. In such areas, where no alternative non-right-of-way locations are available, wireless telecommunication facilities that require pole extensions and ground equipment will be allowed in the public right-of-way subject to the requirements of this Section which are meant to protect the public health, safety, and welfare.

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**11-3. Wireless Telecommunication Facilities as Pole Attachments.** Wireless telecommunication facilities that comply with the following requirements may be attached to existing public utility structures within the right-of-way after issuance of a pole attachment permit:

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**11-3.1.** The wireless telecommunication facility shall not extend above the top of the existing public utility structure and the height of the existing public utility structure shall not be increased to accommodate the wireless telecommunication facility.

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**11-3.2.** If the public utility structure must be replaced to structurally accommodate the wireless telecommunication facility, the replacement public utility structure height shall not exceed the existing public utility structure height and the replacement public utility structure diameter shall not exceed the existing public utility structure diameter by more than 50 percent.

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**11-3.3.** The wireless telecommunication facility shall not be larger than ~~thre~~twenty eight (28) cubic feet and shall have no individual surface larger than four (4) square feet.

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**11-3.4.** The wireless telecommunication facility shall not extend outward from the existing pole or tower or arm thereof by more than two and one

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half (2 1/2) feet, except that an antenna one half inch in diameter or less may extend an additional six inches.

11-3.5. The wireless telecommunication facility shall include no ground mounted equipment.

11-3.6. The wireless telecommunication facility shall not interfere with public safety communications.

11-3.7. Wireless telecommunication facilities in the right-of-way shall be removed and relocated at Township request subject to the provisions of this Section.

11-3.8. The wireless telecommunication facility shall not block light emanating from the public utility structure and shall not otherwise interfere with the original use of the public utility structure.

**11-4. Wireless Telecommunication Facilities as Pole Extensions or with Ground Mounted Equipment.** Wireless telecommunication facilities that require increased public utility structure height or that have ground mounted equipment may be erected in the public right-of-way only when in compliance with the following provisions and after issuance of a pole attachment permit or excavation permit:

11-4.1. The applicant shall demonstrate to the satisfaction of the Township that the wireless telecommunication facility cannot be placed in a Code complying location outside the right-of-way within one quarter (1/4) mile of the proposed location.

11-4.2. The replacement public utility structure, including lightening rods and all other attachments, shall not exceed the height of the existing public utility structure by more than fifteen (15) feet and in no event shall the height measured from ground level exceed fifty (50) feet. Once the height of a public utility structure has been increased under the provisions of this Section, the height shall not be further increased.

11-4.3. The replacement public utility structure diameter shall not exceed the existing public utility structure diameter by more than fifty (50) percent.

11-4.4. The wireless telecommunication facility shall not extend outward from the public utility structure by more than two (2) feet.

11-4.5. If feasible and desirable, as determined by the Township, the replacement public utility structure shall match the original and surrounding public utility structures in materials and color.

11-4.6. The wireless telecommunication facility shall not interfere with public safety communications.

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11-4.7. A pole attachment or excavation permit for a wireless telecommunication facility that has ground mounted equipment will be issued only if the Issuing Authority finds the following:

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(i) the ground mounted equipment will not disrupt traffic or pedestrian circulation;

(ii) the ground mounted equipment will not create a safety hazard;

(iii) the location of the ground mounted equipment minimizes impacts on adjacent property; and,

(iv) the ground mounted equipment will not adversely impact the health, safety, or welfare of the community.

11-4.8. Ground mounted equipment associated with the wireless telecommunication facility shall meet the following performance standards:

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(i) be set back a minimum of ten (10) feet from the edge of street or curb line;

(ii) be separated from a sidewalk by a minimum of three (3) feet;

(iii) be set back a minimum of fifty (50) feet from the nearest intersecting right-of-way line;

(iv) be separated from the nearest ground mounted wireless telecommunication equipment installation on the same block face by a minimum of 330 feet unless the equipment is placed underground;

(v) if located adjacent to residential uses, ground mounted equipment shall be limited to three (3) feet in height above grade and twenty ~~seve~~eight (28) cubic feet in cumulative size;

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(vi) if located adjacent to non-residential uses, ground mounted equipment shall be limited to five (5) feet in height above grade and eighty-one (81) cubic feet in cumulative size;

(vii) ground mounted equipment located outside the public right-of-way shall conform with the requirements of Township ordinances.

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(viii) vegetative or other screening compatible with the surrounding area shall be provided around the ground mounted equipment if deemed necessary by the Township.

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11-4.9. Wireless telecommunication facilities in the right-of-way shall be removed and relocated at Township request subject to the provisions of this Section.

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11-5. **New Poles.** The erection in the right-of-way of a new pole to support wireless telecommunication facilities is not allowed, except as a replacement of an existing public utility structure subject to the requirements of this Section.

11-6. **Charges.** In addition to the permit fees outlined in Township ordinance, the Township reserves the right to charge telecommunication providers for their use of the public right-of-way to the extent that such charges are allowed under state law. Telecommunication providers shall be responsible for payment of property taxes attributable to their equipment in the public right-of-way.

**SECTION 11. EFFECTIVE DATE.** This Ordinance shall take effect and be in force from and after its passage and publication.

Passed by the Town Board of the Town of White Bear, Minnesota, this 5<sup>th</sup> day of September, 1995.

APPROVED:

\_\_\_\_\_  
ROBERT J. WEISENBURGER, Chairman

ATTEST:

\_\_\_\_\_  
WILLIAM F. SHORT, Clerk-Treasurer

Board of Supervisors:  
ROBERT J. WEISENBURGER, Chairman  
RICHARD A. SAND, Supervisor  
LINDA J. FORD, Supervisor

Published in the White Bear Press on September 20, 1995.

Historical Notes  
1995

Ordinance, Title and Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 passed September 5, 1995, and effective September 20, 1995 by Weisenburger (chair); Sand and Ford; Short (Clerk-Treasurer).

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**AN ORDINANCE AMENDING ORDINANCE 68 GOVERNING THE CONSTRUCTION,  
INSTALLATION, OPERATION, REPAIR, MAINTENANCE, REMOVAL AND  
RELOCATION OF FACILITIES AND EQUIPMENT USED FOR THE TRANSMISSION  
OF TELECOMMUNICATIONS OR RELATED SERVICES IN THE PUBLIC GROUND  
OF THE TOWN OF WHITE BEAR AND PROVIDING PENALTIES FOR THE  
VIOLATION THEREOF**

**THE TOWN BOARD OF THE TOWN OF WHITE BEAR HEREBY ORDAINS AS  
FOLLOWS:**

**SECTION 1. PURPOSE.** This Amendment addresses the placement of small cell wireless facilities and local rights-of-way.

**SECTION 2. DEFINITIONS.** The following definitions are added to Section 1 of Ordinance No. 68.

**1-4. Utility Pole Attachment Permit.** A pole attachment permit is required by the registrant in order to attach a wireless telecommunication facility to an existing public utility structure in the public right-of-way. A pole attachment permit is not required if a registrant has been issued a valid excavation permit for the same project.

**1-5. Utility Pole.** A utility pole is a structure that is 1) owned and operate by: (a) a public utility; (b) a communications service provider; (c) a municipality; (d) an electric membership corporation; or (e) a rural electric cooperative; and 2) designed and used to: (a) carry lines, cables, or wires for telephone, cable television, telecommunications or electricity; or (b) provide lighting.

**SECTION 3. RIGHT-OF-WAY MANAGEMENT.** The following is hereby added as Section 11 to Ordinance No. 68.

**11-1. STANDARDS FOR WIRELESS TELECOMMUNICATION FACILITIES.**

**11-2. PURPOSE.** The Township desires high quality wireless communication services to accommodate the needs of residents and businesses. At the same time, the Township strives to minimize the negative impacts that wireless telecommunication facilities can have on aesthetics and public safety. Due to the many services that must be delivered within its limited area, the Township also strives to avoid unnecessary encumbrances within the public right-of-way. The Township allows and regulates wireless telecommunication facilities outside of the public right-of-way through performance standards and height limits. The purpose of this Section is to regulate wireless telecommunication facilities within the public right-of-way in a manner that balances desire for service with aesthetic, public safety, and right-of-way flexibility concerns.

Public rights-of-way are appropriate locations for wireless telecommunication facilities that present minimal impacts (i.e. small pole attachments that do not require new poles,

do not require pole extensions, and do not have associated ground mounted equipment). Wireless telecommunication facilities that require greater heights than can be afforded by existing poles in the public right-of-way and that require ground mounted equipment are more appropriately sited outside the public right-of-way in accordance with adopted performance standards. However, the Township recognizes that as wireless technology advances, some residential areas of the Township may be hard to serve with wireless technology due to the lack of siting alternatives in the immediate vicinity. In such areas, where no alternative non-right-of-way locations are available, wireless telecommunication facilities that require pole extensions and ground equipment will be allowed in the public right-of-way subject to the requirements of this Section which are meant to protect the public health, safety, and welfare.

**11-3. WIRELESS TELECOMMUNICATION FACILITIES AS POLE ATTACHMENTS.** Wireless telecommunication facilities that comply with the following requirements may be attached to existing public utility structures within the right-of-way after issuance of a pole attachment permit:

**11-3.1.** The wireless telecommunication facility shall not extend above the top of the existing public utility structure and the height of the existing public utility structure shall not be increased to accommodate the wireless telecommunication facility.

**11-3.2.** If the public utility structure must be replaced to structurally accommodate the wireless telecommunication facility, the replacement public utility structure height shall not exceed the existing public utility structure height and the replacement public utility structure diameter shall not exceed the existing public utility structure diameter by more than 50 percent.

**11-3.3.** The wireless telecommunication facility shall not be larger than twenty eight (28) cubic feet and shall have no individual surface larger than four (4) square feet.

**11-3.4.** The wireless telecommunication facility shall not extend outward from the existing pole or tower or arm thereof by more than two and one half (2 1/2) feet, except that an antenna one half inch in diameter or less may extend an additional six inches.

**11-3.5.** The wireless telecommunication facility shall include no ground mounted equipment.

**11-3.6.** The wireless telecommunication facility shall not interfere with public safety communications.

**11-3.7.** Wireless telecommunication facilities in the right-of-way shall be removed and relocated at Township request subject to the provisions of this Section.

**11-3.8.** The wireless telecommunication facility shall not block light emanating from the public utility structure and shall not otherwise interfere with the original use of the public utility structure.

**11-4. WIRELESS TELECOMMUNICATION FACILITIES AS POLE EXTENSIONS OR WITH GROUND MOUNTED EQUIPMENT.** Wireless telecommunication facilities that require increased public utility structure height or that have ground mounted equipment may be erected in the public right-of-way only when in compliance with the following provisions and after issuance of a pole attachment permit or excavation permit:

**11-4.1.** The applicant shall demonstrate to the satisfaction of the Township that the wireless telecommunication facility cannot be placed in a Code complying location outside the right-of-way within one quarter (1/4) mile of the proposed location.

**11-4.2.** The replacement public utility structure, including lightning rods and all other attachments, shall not exceed the heights of the existing public utility structure by more than fifteen (15) feet and in no event shall the height measured from ground level exceed fifty (50) feet. Once the height of a public utility structure has been increased under the provisions of this Section, the height shall not be further increased.

**11-4.3.** The replacement public utility structure diameter shall not exceed the existing public utility structure diameter by more than fifty (50) percent.

**11-4.4.** The wireless telecommunication facility shall not extend outward from the public utility structure by more than two (2) feet.

**11-4.5.** If feasible and desirable, as determined by the Township, the replacement public utility structure shall match the original and surrounding public utility structures in materials and color.

**11-4.6.** The wireless telecommunication facility shall not interfere with public safety communications.

**11-4.7.** A pole attachment or excavation permit for a wireless telecommunication facility that has ground mounted equipment will be issued only if the Issuing Authority finds the following:

(i) the ground mounted equipment will not disrupt traffic or pedestrian circulation;

(ii) the ground mounted equipment will not create a safety hazard;

(iii) the location of the ground mounted equipment minimizes impacts on adjacent property; and,

(iv) the ground mounted equipment will not adversely impact the health, safety, or welfare of the community.

**11-4.8.** Ground mounted equipment associated with the wireless telecommunication facility shall meet the following performance standards:

(i) be set back a minimum of ten (10) feet from the edge of street or curb line;

(ii) be separated from a sidewalk by a minimum of three (3) feet;

(iii) be set back a minimum of fifty (50) feet from the nearest intersecting right-of-way line;

(iv) be separated from the nearest ground mounted wireless telecommunication equipment installation on the same block face by a minimum of 330 feet unless the equipment is placed underground;

(v) if located adjacent to residential uses, ground mounted equipment shall be limited to three (3) feet in height above grade and twenty eight (28) cubic feet in cumulative size;

(vi) if located adjacent to non-residential uses, ground mounted equipment shall be limited to five (5) feet in height above grade and eighty-one (81) cubic feet in cumulative size;

(vii) ground mounted equipment located outside the public right-of-way shall conform with the requirements of Township ordinances.

(viii) vegetative or other screening compatible with the surrounding area shall be provided around the ground mounted equipment if deemed necessary by the Township.

**11-4.9.** Wireless telecommunication facilities in the right-of-way shall be removed and relocated at Township request subject to the provisions of this Section.

**11-5. NEW POLES.** The erection in the right-of-way of a new pole to support wireless telecommunication facilities is not allowed, except as a replacement of an existing public utility structure subject to the requirements of this Section.

**11-6. CHARGES.** In addition to the permit fees outlined in Township ordinance, the Township reserves the right to charge telecommunication providers for their use of the public right-of-way to the extent that such charges are allowed under state law. Telecommunication providers shall be responsible for payment of property taxes attributable to their equipment in the public right-of-way.

**SECTION 4. SEVERABILITY.** Should any section, subdivision, clause or other provision of this Ordinance be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of the Ordinance as a whole, or of any part hereof, other than the part held to be invalid.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect and be in force from and after its passage and publication.

Passed by the Town Board of Supervisors of the Town of White Bear, Ramsey County, Minnesota, this 18<sup>th</sup> day of December, 2017.

APPROVED:

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ROBERT J. KERMES, Town Board Chair

ATTEST:

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WILLIAM F. SHORT, Town Clerk

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

Synopsis Published in the White Bear Press December 27, 2017.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN  
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,  
HELD ON DECEMBER 18, 2017

Pursuant to due call and notice thereof, a Special meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on December 18, 2017 at 7:00 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 AUTHORIZING PUBLICATION OF THE  
TITLE & SUMMARY OF THE AMENDMENTS TO  
ORDINANCE NO. 68**

WHEREAS, the Town Board of Supervisors of the Town of White Bear have approved passage of amendments relating to the Telecommunications Ordinance of the Town of White Bear,

AND WHEREAS, the amendments to Ordinance No. 68 (Telecommunications) have been summarized,

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

That the title and summary of the amendments to Ordinance No. 68 (Telecommunications) clearly informs the public of the intent and effect of the Ordinance amendment.

That the Town Clerk is hereby authorized, in accordance with Minnesota Statutes, Section 368.01, Subd. 21, to publish the title and summary of the amendments to Ordinance No. 68 (Telecommunications) and to also advise that a copy of the Ordinance is available for inspection at the Town Offices.

The motion for the adoption of the foregoing Resolution was duly seconded by Supervisor Ruzek, and upon vote being taken thereon, the following voted in favor thereof: Kermes, Prudhon, Ruzek; and the following voted against the same: None.





**PUBLIC NOTICE**  
**AN ORDINANCE AMENDING ORDINANCE NO. 68 OF THE**  
**TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA,**  
**DATED SEPTEMBER 5, 1995, AS AMENDED AND ENTITLED**  
**“TELECOMMUNICATIONS ORDINANCE OF THE TOWN OF WHITE BEAR**  
**RAMSEY COUNTY, MINNESOTA”**

The below described amendments relating to the Zoning Ordinance of the Town of White Bear were adopted on September 5, 1995. The following summarizes the amendments to the Ordinance.

- Section 1. States the purpose for the amendment.
- Section 2. Defines various words & phrases relating to adult establishments in the Township.
- Section 3. Establishes the standards for wireless telecommunication facilities which include:
- Purpose
  - Wireless Telecommunication Facilities as Pole Attachments
  - Wireless Telecommunication Facilities as Pole Extensions or with Ground Mounted Equipment
  - New Poles
  - Charges
- Section 4. States that if any part of this Ordinance is held to be invalid, it shall not affect the validity of the Ordinance as a whole.
- Section 5. Establishes the effective date of this Ordinance amendment.

A copy of this Ordinance is available for review at the Town Administrative office, 1281 Hammond Road, White Bear Township, Minnesota. This Ordinance becomes effective upon publication of this summary.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

\_\_\_\_\_  
WILLIAM F. SHORT, Clerk-Treasurer

Board of Supervisors:  
Robert J. Kermes, Chair  
Ed M. Prudhon, Supervisor  
Steven A. Ruzek, Supervisor



**Town Board Meeting  
December 18, 2017**

**Agenda Number:** 7L – General Business

**Subject:** 4141 Oakmede Lane – Nathan Haase Concerns

**Documentation:** Nathan Haase E-Mail  
Building Inspector Correspondence

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Nathan Haase to be Present at Meeting

## MEMORANDUM

**TO: TOWN BOARD**  
**FROM: MIKE JOHNSON BUILDING OFFICIAL**  
**DATE: DECEMBER 12, 2017**

**SUBJECT: NATHAN HAASE COMPLAINT CONCERNING THE  
DEVELOPMENT OF 4141 OAKMEDE LANE**

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On December 4, and December 6, 2017, I received email complaints from Nathan Haase the property owner located at 4133 Oakmede Lane. Mr. Haase's complaint alleges several violations of Township Ordinances occurring at the neighboring property located at 4141 Oakmede Lane, the Paul Wax residence.

In the complaint, Mr. Haase alleges 4141 Oakmede Lane is in violation of the Towns green space requirements, accessory building height, building set back requirements, wetland violations, access to the accessory building, and permitted use of the accessory structure.

After receiving Mr. Haase's complaint, a complete review of the property file and a site inspection was completed. The Building Department has determined that all of the proper permits were obtained and all required inspection were approved by the Building Department. The remainder of this report will establish the process and methodology for Township approvals of the recent development of Mr. Wax's property.

### **Green space**

4141 Oakmede Lane is located within 1,000 feet of Rice Lake and is determined to be in the "Shoreland District". Town Ordinance No. 35, section 8-6.8 b.1 requires no more than 25% impervious lot coverage in the shoreland district. It is common Township procedure to use all of the private property lot area including drainage and utility easements when determining the allowable impervious surfaces. Attachment A, of this report depicts all of the impervious surface calculations and determined the property complies with Town requirements.

### **Accessory building height**

In accordance with Township Ordinance No. 35, Section 8-6.4 (c), all structures in the Shoreland Management District must not exceed 35 feet in height for non-riparian lots. Mr. Wax's accessory building does not exceed 35 feet and is determined to be compliant.

**Structure set backs**

Mr. Haase's statement alleges the accessory structure and the dwelling do not meet Township set setback requirements. Township Ordinance No. 35 Table 7-1 determines the required building setbacks. Attachment B, is a registered land survey of 4141 Oakmede Lane depicting the original structure placement. The building permit submittal documents, a footing inspection during construction and the recent review of the site have verified compliance with the Town setback requirements.

**Wetland**

Mr. Haase's statement alleges the accessory structure is in violation of wetland conservation requirements. Town Ordinance No.35, Section 7-1.8 requires a minimum set back of 20 feet between any structure and a wetland. An inspection of the foundation was conducted on October 8, 2014. It was determined the structure was compliant with all setback requirements. Attachment C is an aerial photo depicting a Management 2 Wetland boundary adjacent to the property in question.

**Permitted use of accessory structure**

Mr. Haase stated his concerns about potential home based business operations and limiting the use of the accessory structure. Accessory structures are defined in Township Ordinance No. 35, Section 3 – 2; Accessory structures are incidental and subordinate to the main dwelling unit. Accessory structures are not to be used for sleeping or living. The approved uses for accessory structures are endless. Common uses generally found in the Township include, but are not limited to: dance studio, wood shop, metal shop, craft room, exercise room, etc. Home occupations are regulated by Town Ordinance No. 35, section 7-11. Currently there is no evidence suggesting illegal use of Mr. Wax's accessory building. Any future infractions will be evaluated at that time. The Town cannot take enforcement action on Mr. Haase's alleged future violations.

**Access to the accessory structure**

Mr. Haase alleges the dwelling structure does not meet set back requirements making it impossible for Mr. Wax to access the accessory building without trespassing on to either of the neighboring properties. Attachment B the registered survey along with a site inspect conducted on December 5, 2014, were used to determined proper setbacks. There is no evidence supporting violations of the Townships side yard setback.

## Mike Johnson

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**From:** Nathan Haase <nhaase84@yahoo.com>  
**Sent:** Wednesday, December 6, 2017 10:22 PM  
**To:** Mike Johnson; rrkermes@gmail.com; theruzeks@aol.com; eprudhon@MSN.com  
**Subject:** Re: 4141 Oakmede Ln

This Saga never ends. My Neighbor has now removed the fence on the side of his home opposite of mine. I invited my neighbor over to talk about the garage issue yesterday evening and made it clear to him that I was well aware of the lack of the 10 ft side-lot set back and that it was impossible for him to get 8ft wide trailers in the back of his house without trespassing. He stated he felt he had enough room to travel on the other side of his home but has only 24 hours later found the need to remove nearly all sections of fence on the other side of his home in what appears to further blur the property-line. The fence was previously about 6-7 ft from the side of his garage. Please keep keep a pulse on the fence removal and verify any new fence is permitted and staked at the pins (visibly uncovered) and not placed on the lot opposite of my neighbors but placed entirely on my neighbors lot. I don't ask this to be mean spirited but I ask to protect the citizens on the other side of my neighbor and my neighbor from creating a situation that increases both damages and liability. Please have the township surveyor mark the pins with precision as a courtesy. I am sorry if I come across as a pest but I am very dismayed that the responsibility to address these infractions is falling on me. Saddened that my 4th month owning this home I have to discover bungled permit approvals, reports of past complaints being rebuffed, and now to see more activity (deconstructing of the fence) makes me fear what is to come. The rules are meant to prevent conflict and as the township failed to address these complaints and the very real underlying violations in the past so now I as a newest member of this community am forced to protect myself in this distasteful and difficult manner from a neighbor who's experiences would rightly lead him to presume the rules do not apply to him.

On Wednesday, December 6, 2017 3:42 AM, Nathan Haase <nhaase84@yahoo.com> wrote:

Thanks for the quick reply Mike,

### Wetlands:

My primary concern is with the garage but VALMO might be an interested party. I did talk to VALMO and it appears they are interested in looking at the site in the spring. Now i did talk to some folks in my neighborhood today and it turns out he did fill the area substantially but i wont speculate if it was wetland filled but the topographic lines on the county website indicate the level of the land on his lot was similar to mine and my land is spongy very dark soil in the low areas immediately adjacent the neighbors garage which has many indicators of filling.

### Drainage Easement:

Ordinance 35 3-40 defines a lot minimum area as "The horizontally projected contiguous area of a lot computed exclusive of wetlands, drainage retention areas, floodplains, lakes, streams, public parks and the right-of-way of any public or private roadway.". Thus I compute the minimum lot area at 4141 Oakmede as 13,400 after excluding the recorded drainage easement. Is a drainage easement such as the one surrounding the the Pond View Preserve Plat a drainage retention area? The operative word might be "retention" however all soils retain water thus I feel confident in my view that a drainage easement and a drainage retention area are the same thing but absent an easement you might also have situations where a drainage retention area exists albeit harder to delineate than one that is recorded like my neighbors. I do not find the phrase defined anywhere in the ordinance.

### Green Area:

The green area on my neighbors lot using the above 13400 square feet as per the Ordinance 35 Table 7-1 is 68% using just the house and driveway (this excludes the deck as I am not sure it is a hard surface). If I add the accessory structure (Garage) the green area is only 62% both below the required 70% although 68% is just slightly under the ordinance requirement.

### Access to the Garage:

The side lot set-back appearing to be nearer to 8 ft not 10ft means my neighbor does not truly have enough space to un-precariously access his garage and drove on my lawn several feet to make a passage to his garage. The reduced side-lot setback makes me less secure in my own property and my neighbors less secure in his.

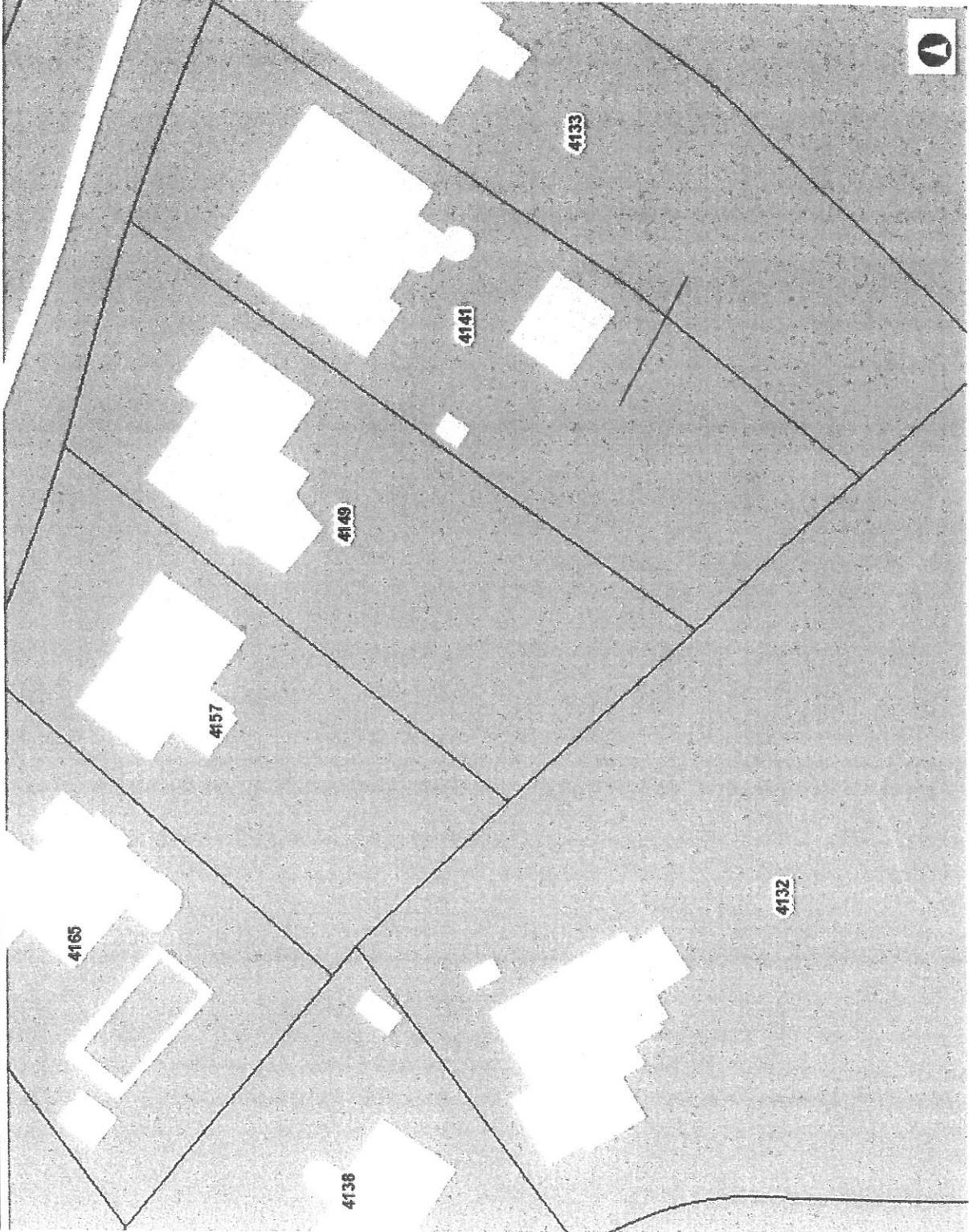
Hello Mike,

I am Nathan Haase a new resident of the township and live at 4133 Oakmede Ln. My neighbor 4141 Oakmede Ln has built a rather large accessory building prior to my purchasing this home. It is unusual in that it is two stories tall (appears greater than 15 ft) and its just out of place in my mind. I am not sure if it is a guest cottage or a garage or a second house or all three. My concern is not only with the structure itself but rather in how it is being accessed. My neighbor is driving their vehicles entering their grass from the street driving along side their home which may barely meet the side lot setback; an area 10 feet wide presumably but really only 8 feet in places when accounting for landscaping and a utility regulator etc. Thus it appears my neighbor is driving on my lawn; perhaps taking wide turns towing something... I just see tire tracks? I am not sure what to do from my standpoint and what is allowed from my neighbors. It seems so thoughtless that such a structure is allowed in a neighborhood such as this and so much more so now considering how it can only be accessed via the lawn with little margin to not encroach on neighbors property. It's a nuisance. A yard is a place of refuge for children and I don't see how it's reasonable to expect vehicle traffic this close to a boundary line or of any kind on my lawn even incidentally or occasionally and it seems totally unacceptable for ordinary use and maybe unavoidable when towing large boats etc. Can you please send me the site plan and survey for 4141 Oakmede Ln (dwelling and accessory structure) and any imposed conditions associated with the accessory structure? It is my feeling from what little I've read in the code that storage of RVs, boats, and antique cars might be all the structure can (should) be used for as it concerns vehicles since it does not have a proper driveway and it would be similar to the amount of vehicle traffic experienced if a home owner were to store these vehicles outside, and although not being used daily it would be nice to know it is also prohibited from regular usage limited only to storage. Additionally, If you rightly exclude the wetland and preserve overlay from the lot size as you should i estimate my neighbors lot available to build on is 14200 square feet maybe as little as 13400 square feet. Thus only 30% can be impervious (non green) per code an amount which is 4260 square feet in area max. The dwelling and driveway alone is 4500 square feet in area (I excluded the deck) and the accessory is 800 square feet and the additional non conforming accessory shed 100 square feet or so making the green area on this property 5400 square feet and only 62%. The accessory structure never should have been built and the dwelling size is on the edge of non-conforming! 4122 Oakmede has 1.05 acres but only 14000 square feet is actually dry land and non preserve and I doubt you could ignore this fact and allow 30% 13700 square feet as non-pervious (non-green) presuming it met whatever setbacks. Please send me the site plan when the structure was approved as a courtesy and explain the methodology used to approve this structure. I understand others complained about this structure in the past and were told it was approved and acceptable, please provide me the basis for it's initial approval conditionally or otherwise ordinary and the points made in the complaints pertaining to this structure and the points that were previously addressed.

Thanks for your attention to this issue.

Nathan Haase

Attachment A



100.0 50.00 100.0 Feet

NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet  
 © Ramsey County Enterprise GIS Division

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Legend**

Lot size .27 Acres  
 20,908 sq

Allowable Impervious  
 Surface 5,227 sq

Impervious Surface  
 2830 House  
 277 Pool  
 121 Patio  
 304 Deck  
 72 Oct. Deck  
 900 Driveway  
 624 Garage  
 306 Garage  
 Apron

5,164 sq

Actual Allowable  
 5,164 sq 5,227 sq

Property is  
 Compliant

12-11-17  
 Mike Johnson

**Notes**

Enter Map Description

4141 Oakmeade

# Attachment B



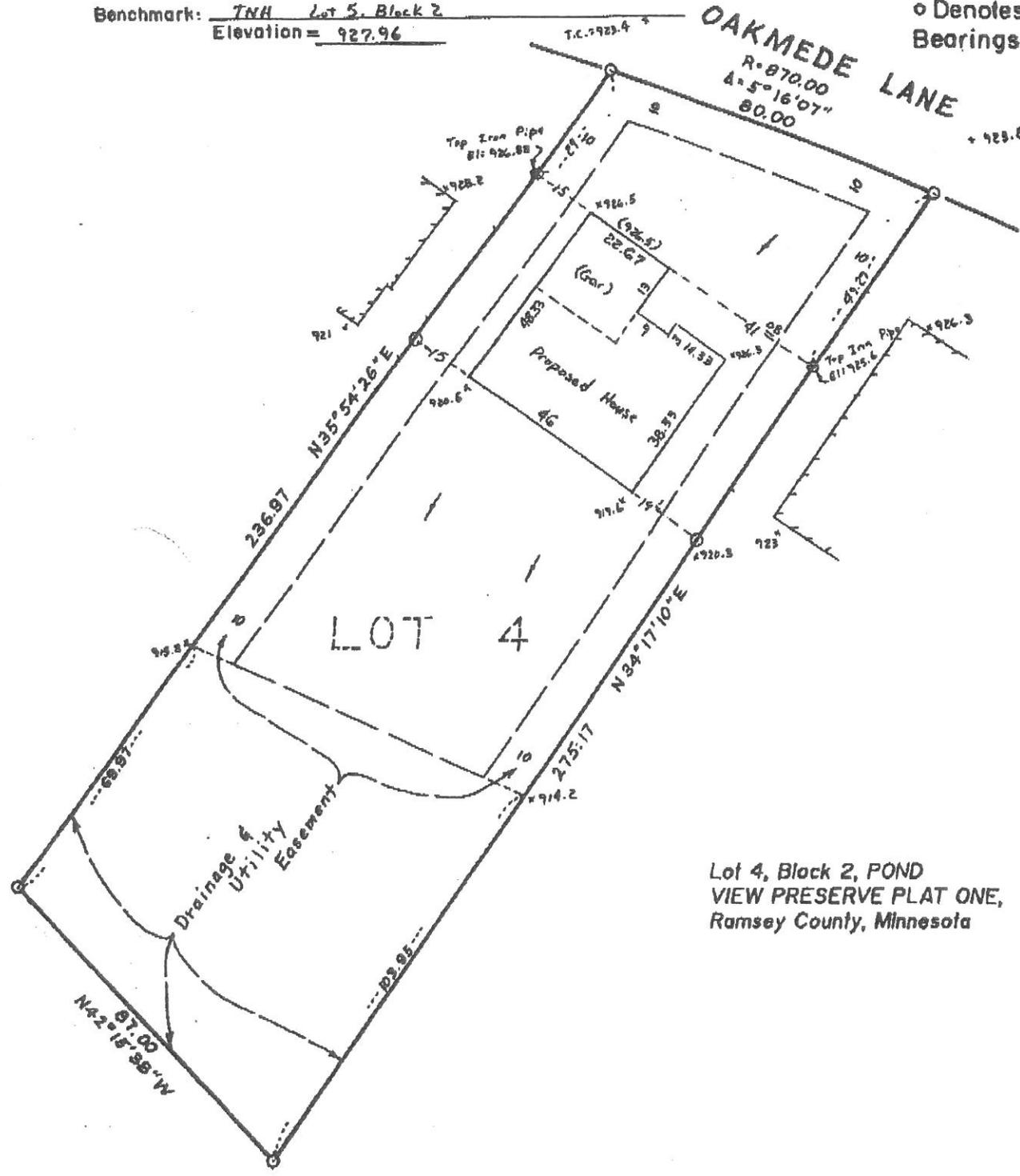
Scale: 1" = 30'

o Denotes Iron Monument  
Bearings are assumed

- x Denotes Existing Elevation
- 926.9 Top of Block Elevation
- 926.5 Garage Floor Elevation
- 919.5 Lowest Floor Elevation

Type of Building: Split entry Wood Frame

Benchmark: TNH Lot 5, Block 2  
Elevation = 927.96



Lot 4, Block 2, POND  
VIEW PRESERVE PLAT ONE,  
Ramsey County, Minnesota



## Midwest Land Surveyors & Civil Engineers, Inc.

199 Coon Rapids Boulevard, Suite 212  
Coon Rapids, Minnesota 55433  
Tele. # 786-6909 FAX # 786-9208

We hereby certify that this is a true and correct representation of a survey of the boundaries of the above described land and of the location of all buildings, if any, thereon, and all visible encroachments, if any, from or on said land.

As surveyed this 12th day of November, 1990.

Lawrence E. Rothembach Minn. Reg. No. 20595  
Land Surveyor



TABLE 7-1  
LOT, YARD AND DENSITY REGULATIONS

	MIN LOT AREA	MIN LOT WIDTH	MIN FRONT YARD DEPTH	MIN SIDE YARD DEPTH	MIN REAR YARD DEPTH	MAX NET DENSITY (units/acre)	MIN PERCENT GREEN AREA
<b><u>R-1 SUBURBAN RESIDENTIAL</u></b>							
Single Family Dwellings (without sewer)	22,000 sq.ft.	100 ft.	35 ft.	10 ft.	20 ft.	2	75
Single Family Dwellings (with sewer)	12,000 sq.ft.	80 ft.	35 ft.	10 ft.	20 ft.	3	70
Two Family Dwellings (with sewer)	18,000 sq.ft.	100 ft.	35 ft.	20 ft.	20 ft.	3	70
<b><u>R-2 MULTIPLE FAMILY RESIDENTIAL (Medium Density)</u></b>							
Single Family Dwellings	12,000 sq.ft.	80 ft.	30 ft.	10 ft.	20 ft.	3	70
Two Family Dwellings	15,000 sq.ft.	100 ft.	30 ft.	20 ft.	20 ft.	6	60
Multi-Family Dwellings	None	100 ft.	30 ft.	30 ft.	30 ft.	6	60
<b><u>R-3 MULTIPLE FAMILY RESIDENTIAL (High Density)</u></b>							
Single Family Dwellings	12,000 sq.ft.	80 ft.	30 ft.	10 ft.	20 ft.	3	70
Two Family Dwellings	15,000 sq.ft.	100 ft.	30 ft.	20 ft.	20 ft.	6	60
Multi-Family Dwellings	None	100 ft.	30 ft.	30 ft.	30 ft.	10	60
<b><u>B-1 LIMITED BUSINESS</u></b>							
All Uses (with sewer)	None	80 ft.	30 ft.	15 ft.	30 ft.	---	50
All Uses (without sewer)	22,000 sq.ft.	100 ft.	30 ft.	15 ft.	30 ft.	---	70
<b><u>B-2 GENERAL BUSINESS</u></b>							
All Uses (with sewer)	None	80 ft.	30 ft.	15 ft.	30 ft.	---	40
All Uses (without sewer)	22,000 sq.ft.	100 ft.	30 ft.	15 ft.	30 ft.	---	60
Multi-Family Dwellings (with sewer)	None	100 ft.	30 ft.	15 ft.	30 ft.	10	30
<b><u>I-1 LIGHT INDUSTRIAL</u></b>							
All Uses	1 acre	150 ft.	35 ft.	15 ft.	30 ft.	---	30
<b><u>BEI BALD EAGLE ISLAND</u></b>							
All Uses	2 acres	125 ft.	35 ft.	15 ft.	20 ft.	2	75

**NOTES:**

1. Development in R-2 and R-3 Districts shall not be allowed without public sewer.
2. In all districts, structures shall be at least 50 feet from the one hundred (100) year/one percent (1%) storm elevation when a lot is adjacent to a lake, unless permitted by Section 8.
3. Corner lots shall meet the minimum lot width plus an additional twenty-five (25) feet of lot width along all streets except corner lots in the unsewered R-1 Zone which shall be a minimum width of 105 feet.
4. Accessory structures shall not be located less than ten (10) feet from a rear property line.
5. A corner lot shall be considered to have two front yards and two side yards.



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7M – General Business**

**Liquor License Renewals**

**Subject: Applebee's – Approve Renewal of the 2018 On-Sale & Sunday Liquor License for Applebee's Grill & Bar, 1018 Meadowlands Drive**

**Documentation: Staff Memo w/ attachments**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Approve the renewal of the 2018 On-Sale & Sunday Liquor License for Apple Minnesota, LLC (Applebee's Neighborhood Grill & Bar), 1018 Meadowlands Drive, White Bear Township, Minnesota 55127, for the period of January 1, 2018 through December 31, 2018.
2. Authorize signature of the license by the Town Clerk
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

## MEMORANDUM

**TO: TOWN BOARD**  
**FROM: PATTI WALSTAD**  
**DATE: DECEMBER 14, 2017**

**SUBJECT: APPLEBEE'S – ON-SALE LIQUOR LICENSE RENEWAL**

Apple Minnesota, LLC (Applebee's) has submitted their completed Liquor License Renewal Information along with the 2018 license fee in the amount of \$3,000.00.

In accordance with Ordinance No. 32 (Liquor), I have not received the background check information on the manager from the Ramsey County Sheriff's Office, but it is the same person as in previous years which have been clear.

Applebee's has provided the "Food to Liquor Sale Ratio" letter which is attached.

A Certificate of Insurance has been received.

### **Requested Action:**

1. Approval of the renewal of the 2018 On-Sale & Sunday Liquor License for Apple Minnesota, LLC (Applebee's Neighborhood Grill & Bar), 1018 Meadowlands Drive, White Bear Township, Minnesota 55127, for the period of January 1, 2018 through December 31, 2018.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s  
Enc.  
cc:admin/add.file  
b:applebees-18memo

100805T

White Bear



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement  
445 Minnesota Street, Suite 222  
St. Paul, MN 55101  
651-201-7500

**RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES**

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code TPONSS License Period Ending 12/31/2017 ID# 30775

ISSUING AUTHORITY White Bear Township

Licensee Name Apple Minnesota LLC

Trade Name Applebee's Neighborhood Grill & Bar

City, State, Zip Code \*1018 Meadowlands Dr  
White Bear Township MN 55127

Business Phone 6514299789

License Fees: Off Sale \$0 On Sale \$2,800 Sunday \$200

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB 08/31/61 SS# 285-58-3236 Date 12/7/17  
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

No Changes

Indicate below any direct or indirect interest in other liquor establishments:

Other Applebee's Neighborhood Grill and Bar locations in 23 states.

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years.  
(Dates, offenses fines or other penalties, including alcohol penalties):

See attached list of violations

Report below details involving any license rejections or revocations:

N/A

City/County Comments:

## LIQUOR VIOLATIONS

- 6/2/2005, Apple New Jersey, LLC Applebee's Neighborhood Grill and Bar, Washington Township/Turnersville received a violation for a minor – false ID presented, they paid a fine in lieu of suspension.
- 11/15/10 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Austin, MN received a violation for a sale to a minor and paid a \$500.00 fine.
- 4/25/11 Apple Norcal, LLC, Applebee's Neighborhood Grill and Bar, Cameron Park, CA received a violation for a sale to a minor and paid a fine of \$3000.00 in lieu of suspension.
- 7/23/11 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Minneapolis, MN (U of M) received a violation for allowing liquor outside of the licensed premise. They paid a fine of \$500.00
- 8/18/11 Apple Norcal, LLC, Applebee's Neighborhood Grill and Bar, Davis, CA received a violation for a sale to a minor and paid a \$3000.00 fine in lieu of suspension.
- 8/29/11 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Rogers, MN (Diamond Lake Road) received a violation for a sale to a minor and paid a \$500.00 fine.
- 9/8/11 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Rice Lake, WI received a violation for a sale to a minor.
- 11/29/11 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Cottage Grove, MN received a violation for sales to a minor and paid a \$500.00 fine.
- 3/1/12 Apple Norcal, LLC, Applebee's Neighborhood Grill and Bar, Windsor, CA received a violation for a sale to a minor and paid a fine of \$3000.00 in lieu of suspension.
- 4/10/12 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Burnsville, MN received a violation for a sale to a minor and paid a \$500.00 fine.
- 10/21/12 Apple New England, LLC Applebee's Neighborhood Grill and Bar, Littleton, NH received a violation sale of alcoholic beverage to an intoxicated person. They paid a \$500.00 fine, served a three day suspension of their liquor license and had four points assessed to the liquor license.
- 10/24/12 Apple New England, LLC, Applebee's Neighborhood Grill and Bar, Epping, NH received a violation for prohibited sales – Sales to an intoxicated. They received a \$1000.00 fine, five day suspension of liquor sales in the bar only with one day held in abeyance and four points assessed to the liquor license.
- 11/10/12 Apple New England, LLC, Applebee's Neighborhood Grill and Bar, Brighton, MA received a violation for overcrowding and seventeen televisions operating when entertainment permit only allows seven. The restaurant was just given a warning.
- 11/18/12 Apple New England, LLC, Applebee's Neighborhood Grill and Bar, Dorchester, MA (South Bay) received a violation for change of manager without prior approval from the Licensing Board and No valid BFD Assembly permit posted they received a warning.
- 11/30/12 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Red Wing, MN received a violation for a sale to a minor and paid a \$750.00 fine.

12/17/12 Apple Indiana I, LLC, Applebee's Neighborhood Grill & Bar, Center Grove, IN received violations for allowing a minor to loiter and sale of an alcoholic beverage to a minor. They received a fine of \$500.00.

1/25/13 Apple Washington II, LLC, Applebee's Neighborhood Grill and Bar, Longview, WA received a violation for a sale to a minor. They received a \$300.00 fine in lieu of suspension.

1/26/13 Apple Colorado, LLC, Applebee's Neighborhood Grill and Bar, Greeley, CO received a violation for a sale to a minor. They received a fifteen day suspension on the liquor license in which three days shall be actively served, however rather than an active closure the licensee paid a fine in lieu of suspension in the amount of \$200.00 The remaining twelve days are held in abeyance for one year. Licensee agreed to a mandatory Responsible Vendor Training Program for all servers, bartenders and managers within 180 days approval of the agreement.

2/21/13 Apple Delaware, LLC, Applebee's Neighborhood Grill and Bar, Newark, DE received a violation for the manager not having a server training card. They paid a fine of \$115.00.

2/22/13 Apple Indiana II, LLC, Applebee's Neighborhood Grill and Bar, Plainfield, IN received a violation for two counts of a sale to a minor and allowing a minor to loiter, they paid a fine of \$1000.00.

3/16/13 Apple New Mexico, LLC, Applebee's Neighborhood Grill & Bar, Hobbs, NM received a violation for a sale to a minor. They paid \$1000.00 fine.

3/20/13 Apple Delaware, LLC, Applebee's Neighborhood Grill and Bar, New Castle, DE received a violation for failing to have staff members and alcoholic beverage servers properly trained in accordance with state law in violation of commission rules and for possessing and presenting a fraudulent server training card to an enforcement agent. (2 violations/citations) We paid a fine of \$230.00

4/9/13 Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Delano, MN received a violation for a sale to a minor they paid a fine of \$375.00.

4/26/13 Apple Washington LLC, Applebee's Neighborhood Grill and Bar, Lacey, WA received a violation for a sale to a minor. They paid a fine of \$300.00

5/4/13 Apple Washington II, LLC, Applebee's Neighborhood Grill and Bar, Mission & Pines, Spokane, Washington received a violation for a sale to a minor, they paid a fine of \$300.00

6/13/13 Apple Bama, LLC, Applebee's Neighborhood Grill and Bar, Oxford, AL received a violation for a sale to a minor, they paid a fine of \$750.00

8/10/13 Apple New Mexico, LLC, Applebee's Neighborhood Grill and Bar, Clovis, NM Received a violation for serving 15-20 intoxicated guests and open for business after 2 am. They received a fine of \$1500.00 and a one day of suspension of the alcohol sales.

8/22/13, Apple New Mexico, LLC, Applebee's Neighborhood Grill and Bar, Gallup, NM received a violation for a sale to a minor. They received a \$1000.00 fine and one day of suspension.

9/10/13. Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Brooklyn Park, MN received a violation for a sale to a minor. They received a fine of \$500.00.

09/23/13. BT Woodlipp, Inc., Applebee's Neighborhood Grill and Bar, Jamestown, PA received a violation for a sale to a minor. They paid a fine of \$1250.00 and did RAMP training with the whole staff with a PLCB regulated trainer.

9/20/13, Apple New England, LLC; Applebee's Neighborhood Grill and Bar, Milford, MA received a violation for a sale to a minor. A hearing was held and they received a warning only.

10/24/13, Apple New England, LLC, Applebee's Neighborhood Grill and Bar, Brighton, MA received a violation for furnishing alcohol to persons under 21 years of age. Minors were in possession of alcohol inside premise. The restaurant received a one day suspension and closed on 2/2/14 for the day.

12/7/13, Apple Colorado, LLC, Applebee's Neighborhood Grill and Bar, Pueblo, CO received a violation for a sale of alcohol to a person under 21. They paid a fine in lieu of a five day suspension in the amount of \$1408.00. Ten days of the suspension are held in abeyance of a period of one year from the date of approval on the stipulated agreement.

1/23/14, BT Woodlipp, Inc., Applebee's Neighborhood Grill & Bar, Trinity Point location in South Strabane Township in Washington, PA received a violation for failing a age compliance sale and illegal sale of alcohol to a minor. They received a fine of \$1,400.00 and directed to participate in the R.A.M.P. Program.

1/25/14, Apple Washington II, LLC, Applebee's Neighborhood Grill & Bar Union Gap, WA received a violation for a sale of alcohol to a minor. They paid a \$300.00 fine.

2/4/14, Apple Oregon, LLC, Applebee's Neighborhood Grill and Bar (North Salem), Salem, OR received a violation for Permitted mixing, selling or serving alcohol, or supervising those who do without a service permit. They paid a fine in the amount of \$1485.00

2/13/14, Apple Washington II, LLC, Applebee's Neighborhood Grill and Bar in Walla Walla, WA received a violation for a sale to a minor. They paid a \$300.00 fine.

2/20/14, Apple Indiana I, LLC, Applebee's Neighborhood Grill and Bar in Indianapolis, IN (Frankfurt) received a violation for a sale to a minor. They paid a \$500.00 fine.

3/19/14, Apple Indiana I, LLC, Applebee's Neighborhood Grill and Bar in Greenfield, IN received a violation for a sale to a minor. They paid a \$500.00 fine.

3/21/14, Apple Washington LLC, Applebee's Neighborhood Grill and Bar in Lacey, WA received a violation for a sale to a minor. They paid a \$2,000.00 fine.

03/25/14, Wine Country Apple, LLC, Applebee's Neighborhood Grill and Bar, San Rafael, CA (Northgate) received a violation for a sale to a minor, the suspension and penalty were stayed upon condition that no further violations will occur at the premise within a year. They received another violation and paid \$3000.00 fine.

3/28/14, Apple Indiana III, LLC, Applebee's Neighborhood Grill & Bar, Broad Ripple, IN received a violation for allowing a minor to loiter and sale of an alcoholic beverage to a minor. They received a \$500.00 fine and a deferral on the loitering of minors.

03/28/14, Apple New England, LLC, Applebee's Neighborhood Grill & Bar, Westfield, MA (West Main) received a violation for sale or delivery of alcoholic beverages to a person under 21 years of age. They attended a hearing and received a warning.

04/03/14, Apple New Jersey, LLC, Applebee's Neighborhood Grill and Bar, Hamilton Township (Mays Landing) received a violation for a sale to a minor. They paid a fine of \$2250.00

5/1/14, Apple Washington II, LLC, Applebee's Neighborhood Grill & Bar, Walla Walla, WA received a violation for a sale to a minor. They paid a fine of \$2000.00 in lieu of suspension and agreed to purchase ID checking equipment.

5/14/14, Apple Indiana III, LLC, Applebee's Neighborhood Grill & Bar, Anderson, IN received a violation for a sale to a minor. They paid a \$500.00 fine.

6/17/14, Wine Country Apple, LLC, Applebee's Neighborhood Grill & Bar, San Rafael, CA (Northgate) received a violation for a sale to a minor. They paid a fine of \$12,855.25

7/13/14, Apple New England, LLC, Applebee's Neighborhood Grill & Bar, Woburn, MA received an alleged violation notice for sale / delivery of alcoholic beverages to an intoxicated person.

7/31/14, Apple Mid Cal II, LLC, Applebee's Neighborhood Grill & Bar, Union City, CA received a violation for a sale to a minor. They paid a \$3000.00 fine in lieu of suspension of their liquor license

9/22/14, Apple New Mexico, LLC, Applebee's Neighborhood Grill & Bar, Santa Fe, NM received a violation for a sale to a minor.

10/17/14, Apple New England, LLC, Applebee's Neighborhood Grill & Bar, South Portland, ME received a violation for a sale to a minor. They received a written warning with conditions and must be violation free for a year.

11/18/14, Apple Minnesota, LLC, Applebee's Neighborhood Grill & Bar, Red Wing, MN received a violation for sale to a minor. They received a \$1500.00 fine and ten day suspension of their liquor license.

11/29/14, Apple Idaho, LLC, Applebee's Neighborhood Grill and Bar, Pocatello, ID received a violation for a sale to a minor. They paid 1000.00 fine.

12/13/14, Apple Colorado, LLC, Applebee's Neighborhood Grill & Bar, Pueblo, CO received a violation for a sale to a minor. They paid a \$4,203.00 fine in lieu of suspension.

01/23/15, BT Woodlipp, Inc., Applebee's Neighborhood Grill & Bar, Washington, PA (Trinity Point) received a violation for a sale to a minor. They paid a \$1400.00 fine and were also required to complete the RAMP Certification.

2/5/15, Apple New Mexico, LLC, Applebee's Neighborhood Grill & Bar, Roswell, NM received a violation for sale to two intoxicated persons. They paid \$1000.00 fine and a suspension of one day liquor sales.

2/12/15, Apple New Mexico, LLC, Applebee's Neighborhood Grill & Bar, Los Lunas, NM received a violation for sale to a minor. They paid \$1000.00 fine and a one day suspension of their liquor license.

3/13/15, Apple New Mexico, LLC, Applebee's Neighborhood Grill & Bar, Farmington, NM received a violation for sale to a minor. They paid \$1000.00 fine and a one day suspension of their liquor license.

04/02/15, Apple New Mexico, LLC, Applebee's Neighborhood Grill & Bar, Alamogordo, NM received a violation for sale to a minor. They paid \$1000.00 fine and a one day suspension of their liquor license.

05/03/15, Apple Indiana II, LLC, Applebee's Neighborhood Grill & Bar, Kokomo, IN received a violation for a sale to a minor and allowing a minor to loiter. We paid a penalty of \$500.00

05/07/15, Apple Indiana II, LLC, Applebee's Neighborhood Grill & Bar, Speedway, IN received a violation for a sale to a minor and allowing a minor to loiter. They paid a \$500.00 fine.

5/18/15, Apple Colorado, LLC, Applebee's Neighborhood Grill & Bar, Durango, CO received a violation for a sale to a minor. They were given a ten day suspension of the liquor license and paid a \$998.60 fine in lieu of five days active suspension and the other five days are held in abeyance for a period of one year pending no further violations.

5/27/15, Apple Colorado, LLC, Applebee's Neighborhood Grill & Bar, Grand Junction, CO received a violation for a sale to a minor. They were give a ten day suspension of the liquor license and paid a fine of \$1,597.24 fine in lieu of five days active suspension and the other five days are held in abeyance for a period of one year pending no further violations.

6/24/15, Apple Minnesota, LLC, Applebee's Neighborhood Grill & Bar, Fridley, MN received a violation for a sale to a minor and received a fine of \$500.00

07/08/15, BT Woodlipp, LLC, Applebee's Neighborhood Grill & Bar, West Mifflin, PA received a violation for a sale to a minor and paid \$1400.00 fine and RAMP Certification is imposed.

9/10/15, Apple Georgia, LLC, Applebee's Neighborhood Grill & Bar, Statesboro, GA received a violation for a sale to a minor. The city of Statesboro gave us a warning and no other instance can happen within a year. The state imposed a \$1000.00 penalty for a sale to a minor.

9/17/15, B.T. Woodlipp LLC, Applebee's Neighborhood Grill and Bar, Robinson received a violation for failure to register a manager, they paid a fine of \$150.00. Citation Number 15-2031

10/27/15, Apple Pennsylvania, LLC, Applebee's Neighborhood Grill & Bar, Neshannock Twp received a violation for failure to register a manager within fifteen days. They paid a penalty fine of \$250.00

11/17/15, Apple Washington, LLC, Applebee's Neighborhood Grill & Bar, Burlington, WA received a violation for a sale to a minor. The state imposed a five day suspension of the liquor license.

12/4/15, Apple Ohio, LLC, Applebee's Neighborhood Grill & Bar, Wadsworth, OH received a violation for a sale to a minor. We paid \$1000.00 fine in lieu of suspension.

12/12/15, Apple Minnesota, LLC, Applebee's Neighborhood Grill & Bar, Blaine, MN (Lexington) received a violation for a sale to a minor, they paid \$1000.00 fine in lieu of suspension of the liquor license.

12/18/15, Apple Washington LLC, Applebee's Neighborhood Grill & Bar, Wenatchee, WA received a violation for a sale to a minor. The state imposed a \$300.00 fine.

1/6/16, Apple Colorado, LLC, Applebee's Neighborhood Grill & Bar, Brookhill, CO received a violation for a sale to a minor. The state imposed a ten day suspension of the liquor license. We paid a \$671.00 fine in lieu of five days suspension and five days are held in abeyance for one year pending no further violations.

1/16/16, Apple New Mexico, LLC, Applebee's Neighborhood Grill & Bar, Clovis, NM received a violation for a sale to a minor. They received a \$1000.00 fine and held one day of suspension on a Saturday.

03/14/2016, Apple New England, LLC, Applebee's Neighborhood Grill & Bar, Rutland, VT received a violation for a sale to a minor. They paid a \$510.00 fine..

04/13/16, Apple Minnesota, LLC, Applebee's Neighborhood Grill & Bar, Northfield, MN received a violation for a sale to a minor. They paid a fine of \$250.00.

04/28/16, Apple Minnesota, LLC, Applebee's Neighborhood Grill & Bar, Cambridge, MN received a violation for a sale to a minor. They paid \$150.00 fine and are subject to two additional compliance checks between 7/1/16 – 3/1/17.

06/09/16, Apple New Mexico, LLC, Applebee's Neighborhood Grill & Bar, Farmington, NM received a violation for a sale to a minor. They paid a \$1500.00 fine in lieu of suspension.

07/20/16, Apple Minnesota, LLC, Applebee's Neighborhood Grill & Bar, Inver Grove, MN received a violation for a sale to a minor. They paid a \$750.00 fine.

8/4/16, Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Willmar, MN received a warning for a sale to a minor. If there is an additional fine this year it will be \$1000.00 fine.

8/12/16, Apple Colorado LLC, Applebee's Neighborhood Grill & Bar, Lakewood, CO (South Wadsworth) received a violation for a sale to a minor. They paid a fine of \$819.00 in lieu of suspension of their liquor license.

08/24/16, Apple Washington II, LLC, Applebee's Neighborhood Grill & Bar, Pasco, WA received a violation or a sale to a minor. They paid a fine of \$300.00 in lieu of a suspension of their liquor license

8/31/16, Apple Idaho LLC, Applebee's Neighborhood Grill & Bar, Boise Mall, ID received a violation for failure to lock up liquor as required. They paid a \$500.00 fine in lieu of suspension.

9/2/16, Apple Indiana II, LLC Applebee's Neighborhood Grill & Bar, Franklin, IN received a violation for a sale to a minor. They paid a \$500.00 fine.

9/18/16, Apple Indiana, LLC, Applebee's Neighborhood Grill and Bar, Shelbyville, IN received a violation for a sale to a minor and allowing a minor to loiter. They paid a \$750.00 fine.

10/13/16, Apple Washington II, LLC, Applebee's Neighborhood Grill & Bar Union Gap, WA received a violation for a sale of alcohol to a minor. They paid a \$300.00 fine in lieu of suspension.

11/26/16, Apple Indiana I, LLC, Applebee's Neighborhood Grill and Bar, Carmel (Zionsville), IN received a violation for allowing an employee to work without a permit. They paid a \$75.00 fine.

12/16/16, Apple Pennsylvania, LLC, Applebee's Neighborhood Grill & Bar, Monaca, PA received a violation for a sale to a minor. They paid a fine of \$1400.00 and are required to be RAMP Certified.

12/29/16, Apple New Mexico, LLC, Applebee's Neighborhood Grill & Bar, Clovis, NM received a violation for a sale to an intoxicated guest.

1/10/17, Apple New Jersey, LLC, Applebee's Neighborhood Grill and Bar, Sicklerville, NJ received a violation for a sale to a minor. They paid a fine of \$4800.00 in lieu of suspension of the liquor license.

1/11/17, Apple Oregon, LLC, Applebee's Neighborhood Grill and Bar, Albany, OR received a violation for permitting an employee to mix, sell and serve alcoholic beverages without a service permit. It is aggravated because it was allowed more than six months. They paid a fine of \$1485.00

1/13/17, Apple Indiana I, LLC, Applebee's Neighborhood Grill and Bar, Frankfort, IN received a warning for a server not having a valid employee permit. Employee obtained permit that day.

2/21/17, Apple Minnesota, LLC, Applebee's Neighborhood Grill and Bar, Lakeville, MN received a violation for a sale to a minor. They paid a fine of \$750.00

02/24/17, Apple Mid Cal II, LLC, Applebee's Neighborhood Grill and Bar, Alameda, CA received a violation for a sale to a minor. They paid a \$3000.00 fine in lieu of suspension of their liquor license

2/25/17, Apple New Mexico, LLC, Applebee's Neighborhood Grill and Bar, Clovis, NM received a violation for a sale to a minor. They served a one day suspension and paid a \$1000.00 fine

3/15/17, Apple Oregon, LLC, Applebee's Neighborhood Grill & Bar, Happy Valley, OR received a violation for a sale to a minor. They paid a fine of \$660.00 in lieu of suspension.

3/16/17, Apple Idaho, LLC, Applebee's Neighborhood Grill & Bar, Boise Mall, Idaho received a violation for a sale to a minor. They paid a \$6,000 fine and served a two day suspension.

03/30/17, Apple New Jersey, LLC, Applebee's Neighborhood Grill and Bar, Pennsville, NJ, received a violation for a sale to a minor. They paid a \$6000.00 fine in lieu of suspension of their liquor license.

04/24/17, Apple New England, LLC, Applebee's Neighborhood Grill and Bar, Chelmsford, MA received a warning for a sale to a minor.

07/20/17, Apple Socal, LLC, Applebee's Neighborhood Grill & Bar, Chino, CA received a violation for a sale to a minor.

11/9/17, Apple Colorado, LLC, Applebee's Neighborhood Grill & Bar, Castle Rock, CA received a violation for a sale to a minor.

11/16/17, Apple Bama, LLC, Applebee's Neighborhood Grill & Bar, Oxford, AL received a violation for a sale to a minor.



### CERTIFICATION OF COMPLIANCE MINNESOTA WORKER'S COMPENSATION LAW

Minnesota Statutes, Section 176.182 requires every state or local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, Subd. 2, by providing the name of the insurance company, the policy number, and dates of coverage, or a permit to self-insure. This information will be collected by the licensing agency and retained in their files.

This information is required by law, and licenses and permits to operate a business will not be issued or renewed if it is not provided and is falsely stated and shall result in a \$2,000 penalty assessed against the employer by the Commissioner of the Department of Labor and Industry for failure to comply.

Insurance Company Name: Ace American Insurance Company  
(NOT the insurance agent)

Policy #: WLRC 64620575

Dates of Coverage: 01/01/18 to 01/01/19

I am not required to have Workers' Compensation liability coverage because:

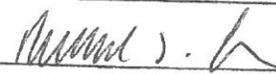
- I have no employees
- I am self insured (include permit to self-insure)
- I have no employees who are covered by the Workers' Compensation law  
(These include spouse, parents, children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid Workers' Compensation policy will be kept in effect at all times as required by law.

Name: Igarashi Ronald Shigeru  
(Last) (First) (Middle)

Doing Business As: Applebee's Neighborhood Grill and Bar 503-722-2825  
(Business name if different than your name) Phone

Business Address: 1018 Meadowlands Road  
White Bear, MN 55127

Signature:  Date: 12/7/17

LICENSE APPLICANT INFORMATION

Pursuant to Minnesota Statutes 270C.72, the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest; and

The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service; and

Failure to supply this information may jeopardize or delay the issuance of your licensing or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. Do not return this form to the Department of Revenue.

Licensing Authority: White Bear Township

**License Information**

Name of license being applied for: On Sale and on Sale Sunday  
License renewal date: 1/1/18-12/31/18

**Personal Information**

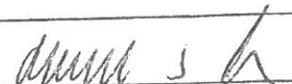
Applicant's Name (Last, first, middle initial): Igarashi, Ronald S.  
Applicant's Resident Address: 920 Eastlake Drive, Eastlake, OH 44095  
Social Security Number: 285-58-3236

**Business Information**

Business Name: Apple Minnesota LLC  
Business Address: 1018 Meadowlands Road, White Bear, MN 55127  
Minnesota Tax Identification Number: 1688759

I do not conduct any business as a business entity and therefore do not have a Minnesota business identification number.

Additional explanation, if necessary: \_\_\_\_\_

Signature:  Date: 12/2/17



December 5, 2017

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

RE: Liquor License Renewal

Gentlemen:

In anticipation of our 2018 Liquor License Renewal, the following is a statement of our food to liquor sales ratio for our restaurant located at 1018 Meadowlands Drive, White Bear Township, MN 55127

Food Sales:	<u>\$1,781,405</u>	( <u>81.40</u> %)
Liquor Sales:	<u>\$407,110</u>	( <u>18.60</u> %)

Sincerely,

Ronald Igarashi  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**  
MARSH USA INC.  
200 PUBLIC SQUARE, SUITE 3760  
CLEVELAND, OH 44114-1824  
Attn: Cleveland.CertRequest@marsh.com

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** **FAX (A/C, No):**  
**E-MAIL ADDRESS:**

6091213934-Apple-Liq-17-19      Liquor

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : ACE Fire Underwriters Co		20702
INSURER C : N/A		N/A
INSURER D :		
INSURER E :		
INSURER F :		

**INSURED**  
Apple Minnesota, LLC  
dba Applebee's Neighborhood Grill & Bar  
6200 Oak Tree Blvd, Suite 250  
Independence, OH 44131

### COVERAGES

**CERTIFICATE NUMBER:**

CLE-005780949-18

**REVISION NUMBER: 5**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSL G27872062 'SIR: \$500,000'	01/01/2018	01/01/2019	EACH OCCURRENCE	\$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 15,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25097002	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WLR C64620575 (AOS)	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	SCF C64620587 (WI)	01/01/2018	01/01/2019	E.L. EACH ACCIDENT	\$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C64620599	01/01/2018	01/01/2019	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Liquor Liability			HDO G27872074	01/01/2018	01/01/2019	Limit	1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Applebee's, 1018 Meadowland Road, White Bear MN 55127.

Liquor Liability policy is continuous until cancelled or non-renewed. Coverage includes liability for bodily injury, property damage, and loss of means of support as allowed under the policy, as required by Minnesota state law. The general liability policy includes an endorsement providing 30 days notice of cancellation will be given.

### CERTIFICATE HOLDER

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Edward Matthew Brandon

# Certificate of Compliance Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry. A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number (503) 722-2825	Alternate telephone number	
Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.) Apple Minnesota LLC			
DBA ("doing business as" or "also known as" an assumed name), if applicable Applebee's Neighborhood Grill & Bar			
Business address (must be physical street address, no P.O. boxes) 1018 Meadowland Road		City White Bear	State MN
County Ramsey		ZIP code 55127	
		Email address cmills@flynnrg.com	

**You must complete number 1 or 2 below.**

**Note:** You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1.  **I have a workers' compensation insurance policy.**

Insurance company name (not the insurance agent) Ace American Insurance Company		
Policy number WLRC64620575	Effective date 01/01/2018	Expiration date 01/01/2019

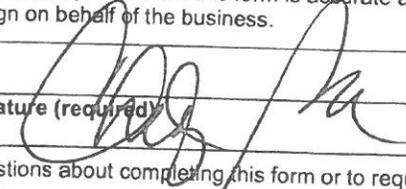
**I am self-insured for workers' compensation.** (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see [www.mn.gov/commerce/industries/insurance/licensing/self-insurance](http://www.mn.gov/commerce/industries/insurance/licensing/self-insurance).)

2. **I am not required to have workers' compensation insurance because:**

- I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)
- I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)
- I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name Cheryl Mills		
Applicant signature (required) 	Title License Manager	Date 12/8/17

If you have questions about completing this form or to request this form in Braille, large print or audio, call (651) 284-5032 or 1-800-342-5354.



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7N – General Business**

**Liquor License Renewals**

**Subject: Zen Asia – Approve Renewal of the 2018 On-Sale & Sunday Liquor License for Zen Asia, 1011 Meadowlands Drive, Suite 8**

**Documentation: Staff Memo w/ attachments**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Approve the renewal of the 2018 On-Sale & Sunday Liquor License for Zen Asia, 1011 Meadowlands Drive, Suite 8, White Bear Township, Minnesota 55127, for the period of January 1, 2018 through December 31, 2018.
2. Authorize signature of the license by the Town Clerk
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

## MEMORANDUM

**TO:** TOWN BOARD  
**FROM:** PATTI WALSTAD  
**DATE:** DECEMBER 7, 2017

**SUBJECT: ZEN ASIA 2018– LIQUOR LICENSE RENEWAL**

Zen Asia has submitted their Liquor License Renewal information along with the 2018 license fee in the amount of \$3,000.00.

In accordance with Ordinance No. 32 (Liquor), I have not received the background check information on the manager from the Ramsey County Sheriff's Office, and it is the same as in previous years which have been clear.

Zen Asia has provided the "Food to Liquor Sales Ratio" letter which is attached.

I spoke with the Zen Asia's insurance agent & she assures me that the renewal policy is in the works, she is meeting with them this weekend.

### **Requested Action:**

1. Approval of the renewal of the 2018 On-Sale & Sunday Liquor License for Zen Asia, 1011 Meadowlands Drive, Suite 8, for the period of January 1, 2018 through December 31, 2018, subject to receipt of the Certificate of Insurance.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s  
Enc.  
cc:admin/add.file  
b:zenasia-18memo



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement  
445 Minnesota Street, Suite 222  
St. Paul, MN 55101  
651-201-7500

**RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES**

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code TPONSS License Period Ending 12/31/2017 ID# 24947

ISSUING AUTHORITY White Bear Township

Licensee Name Zen Asia Inc.

Trade Name Zen Asia

City, State, Zip Code 1011 Meadowlands Dr #8

White Bear Township MN 55127

Business Phone 6513071117

License Fees: Off Sale On Sale \$2,800 Sunday \$200

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB 08/07/69 SS# 469-96-4507 Date 01/27/17  
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

LICENSE APPLICANT INFORMATION

Pursuant to Minnesota Statutes 270C.72, the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest; and

The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service; and

Failure to supply this information may jeopardize or delay the issuance of your licensing or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. **Do no return this form to the Department of Revenue.**

Licensing Authority: White Bear Township

**License Information**

Name of license being applied for: Liquor  
License renewal date: 01/01/18

**Personal Information**

Applicant's Name (Last, first, middle initial): DAO Thanh VAN  
Applicant's Resident Address: 4336 Hamlet Way N Oakdale MN  
Social Security Number: 449-96-4507

**Business Information**

Business Name: ZEN ASIA IN  
Business Address: 101 Meadowslands Dr #8  
Minnesota Tax Identification Number: 9300919

I do not conduct any business as a business entity and therefore do not have a Minnesota business identification number.

Additional explanation, if necessary: \_\_\_\_\_

Signature: [Handwritten Signature] Date: 11-29-2007



**CERTIFICATION OF COMPLIANCE  
MINNESOTA WORKER'S COMPENSATION LAW**

Minnesota Statutes, Section 176.182 requires every state or local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, Subd. 2, by providing the name of the insurance company, the policy number, and dates of coverage, or a permit to self-insure. **This information will be collected by the licensing agency and retained in their files.**

This information is required by law, and licenses and permits to operate a business will not be issued or renewed if it is not provided and is falsely stated and shall result in a \$2,000 penalty assessed against the employer by the Commissioner of the Department of Labor and Industry for failure to comply.

Insurance Company Name: Integrity  
(NOT the insurance agent)

Policy #: BP 2867248

Dates of Coverage: 01/01/17 to 01/01/2018

I am not required to have Workers' Compensation liability coverage because:

- I have no employees
- I am self insured (include permit to self-insure)
- I have no employees who are covered by the Workers' Compensation law  
(These include spouse, parents, children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid Workers' Compensation policy will be kept in effect at all times as required by law.

Name: Dao Thank KAN  
(Last) (First) (Middle)

Doing Business As: ZAN ASIA INC 651-340-1748  
(Business name if different than your name) Phone

Business Address: 1011 Meadowlark Dr # 8

White Bear MN 55124

Signature: [Signature] Date: 11-29-17

RECEIVED

(Please complete on your letterhead – if available)

NOV 30 2017

TOWN OF WHITE BEAR

11/29, 2017

White Bear Township  
1281 Hammond Road  
White Bear Township, Minnesota 55110

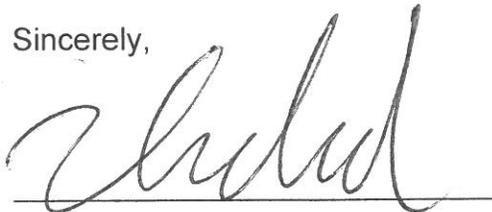
**Re: Liquor License Renewal**

Gentlemen:

In anticipation of our 2018 Liquor License Renewal, the following is a statement of our food to liquor sales ratio for our restaurant located at ZAN ASIAN, White Bear Township, Minnesota 55127:

Food Sales	\$	<u>3,200.00</u>	( <u>48</u> %)
Liquor Sales	\$	<u>10.00</u>	( <u>2</u> %)

Sincerely,





**Town Board Meeting  
December 18, 2017**

**Agenda Number: 70 – General Business**

**Liquor License Renewals**

**Subject: Cub Foods – Approve Renewal of the 2018 Off-Sale & 3.2% Liquor License for Kowalski Companies, Inc., d/b/a Cub Foods of White Bear, 1059 Meadowlands Drive**

**Documentation: Staff Memo w/ attachments**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Approve the renewal of the 2018 Off-Sale Liquor License & 2018 3.2% Liquor License for Kowalski Companies, Inc., d/b/a Cub Foods, 1059 Meadowlands Drive, White Bear Township, Minnesota 55127 for the period of January 1, 2018 through December 31, 2018.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

## MEMORANDUM

**TO: TOWN BOARD**  
**FROM: PATTI WALSTAD**  
**DATE: DECEMBER 7, 2017**

**SUBJECT: CUB FOODS LIQUOR LICENSES – OFF-SALE & OFF-SALE 3.2%**

Cub Foods has submitted their completed liquor license renewal information along with the 2018 license fees for the off-sale of hard liquor and off-sale of 3.2% inside their store.

In accordance with Ordinance No. 32 (Liquor), I have not received the background check information on the manager from the Ramsey County Sheriff's Office, but it is the same person as in previous years which have been clear.

A certificate of insurance has been received.

### **Requested Action:**

1. Approval of the renewal of the 2018 Off-Sale Liquor License and 2018 3.2% Liquor License for Kowalski Companies, Inc., d/a/a Cub Foods, 1059 Meadowlands Drive, for the period of January 1, 2018 through December 31, 2018.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s  
cc:admin/add.file  
b:cub-18memo



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement  
 445 Minnesota Street, Suite 222  
 St. Paul, MN 55101  
 651-201-7500

RECEIVED

DEC 7 2017

TOWN OF WHITE BEAR

**RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES**

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code TP3.2OFSL License Period Ending 12/31/2017 ID# 28566

ISSUING AUTHORITY White Bear Township

Licensee Name Kowalski Companies Inc.

Trade Name Cub Foods of White Bear Township

City, State, Zip Code 1059 Meadowlands Dr  
White Bear Township MN 55127

Business Phone 6514266534

License Fees: Off Sale On Sale Sunday

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2 & liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature Thomas M. Blanchard DOB — SS# — Date 11-30-17  
 (Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_  
 County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

N/A

Indicate below any direct or indirect interest in other liquor establishments:

see attached

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years.  
(Dates, offenses fines or other penalties, including alcohol penalties):

N/A

Report below details involving any license rejections or revocations:

N/A

City/County Comments:

Oak Park Heights- 5801 Neal Ave N, Oak Park Heights, MN 55082

Woodbury- 8505 Valley Creek Road, Woodbury, MN 55125

Uptown-2440 Hennepin Ave, Minneapolis, MN 55405

Excelsior- 440 Water Street, Excelsior, MN 55331

Cub Liquor WBT- 1059 Meadowlands Drive, White Bear, MN 55127

Grand Ave- 1261 Grand Ave, St. Paul, MN 55105

Shoreview- 441 Highway 96, Shoreview, MN 55126

Eagan-1646 Diffley Road, Eagan, MN 55122



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement

445 Minnesota Street, Suite 222  
St. Paul, MN 55101  
651-201-7500

**RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES**

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code TPOFSL License Period Ending 12/31/2017 ID# 40718

ISSUING AUTHORITY White Bear Township

Licensee Name Kowalski Companies Inc.

Trade Name Cub Foods of White Bear

City, State, Zip Code 1059 Meadowlands Dr  
White Bear Township MN 55127

Business Phone 6516984752

License Fees: Off Sale \$500 On Sale Sunday

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature Thomas M. Brandrup DOB — SS# — Date 11-30-17  
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

N/A

Indicate below any direct or indirect interest in other liquor establishments:

See attached

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years.  
(Dates, offenses fines or other penalties, including alcohol penalties):

N/A

Report below details involving any license rejections or revocations:

N/A

City/County Comments:

Oak Park Heights- 5801 Neal Ave N, Oak Park Heights, MN 55082

Woodbury- 8505 Valley Creek Road, Woodbury, MN 55125

Uptown-2440 Hennepin Ave, Minneapolis, MN 55405

Excelsior- 440 Water Street, Excelsior, MN 55331

Cub Liquor WBT- 1059 Meadowlands Drive, White Bear, MN 55127

Grand Ave- 1261 Grand Ave, St. Paul, MN 55105

Shoreview- 441 Highway 96, Shoreview, MN 55126

Eagan-1646 Diffley Road, Eagan, MN 55122



**CERTIFICATION OF COMPLIANCE  
MINNESOTA WORKER'S COMPENSATION LAW**

Minnesota Statutes, Section 176.182 requires every state or local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, Subd. 2, by providing the name of the insurance company, the policy number, and dates of coverage, or a permit to self-insure. **This information will be collected by the licensing agency and retained in their files.**

This information is required by law, and licenses and permits to operate a business will not be issued or renewed if it is not provided and is falsely stated and shall result in a \$2,000 penalty assessed against the employer by the Commissioner of the Department of Labor and Industry for failure to comply.

Insurance Company Name: (SFM) STATE FUND MUTUAL  
(NOT the insurance agent)

Policy #: 20505.514

Dates of Coverage: 9/2017 to 9/2018

I am not required to have Workers' Compensation liability coverage because:

- I have no employees
- I am self insured (include permit to self-insure)
- I have no employees who are covered by the Workers' Compensation law  
(These include spouse, parents, children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid Workers' Compensation policy will be kept in effect at all times as required by law.

Name: Beauchamp Thomas M  
(Last) (First) (Middle)

Doing Business As: Kowalski Companies, Inc. 651 698 4752  
(Business name if different than your name) Phone

Business Address: 1440 DIFFLEY ROAD, SUITE 200  
Eagan, MN 55122

Signature: Thomas M. Beauchamp Date: 11-30-17

LICENSE APPLICANT INFORMATION

Pursuant to Minnesota Statutes 270C.72, the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest; and

The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service; and

Failure to supply this information may jeopardize or delay the issuance of your licensing or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. **Do no return this form to the Department of Revenue.**

Licensing Authority: White Bear Township

**License Information**

Name of license being applied for: 2018 Liquor license renewal-off sale +32  
License renewal date: 1/1/18

**Personal Information**

Applicant's Name (Last, first, middle initial): Beauchamp, Thomas M.  
Applicant's Resident Address: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

**Business Information**

Business Name: CUB FOODS OF WHITE BEAR  
Business Address: 1059 MEADOWLANDS DRIVE WHITE BEAR, MN  
Minnesota Tax Identification Number: 312-2739 55127

I do not conduct any business as a business entity and therefore do not have a Minnesota business identification number.

Additional explanation, if necessary: \_\_\_\_\_

Signature: Thomas M. Beauchamp Date: 11-30-17





**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7P – General Business**

**Liquor License Renewals**

**Subject: Bald Eagle Liquor – Approve Renewal of the 2018 Off-Sale Liquor License for Bald Eagle Liquor, 5960 Highway 61**

**Documentation: Staff Memo w/ attachments**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Approve the renewal of the 2017 Off-Sale Liquor License for Bald Eagle Investments, LLC d/b/a Bald Eagle Liquor, 5960 Highway 61, White Bear Township, Minnesota 55110, for the period of January 1, 2018 through December 31, 2018.
2. Authorize signature of the license by the Town Clerk
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

## MEMORANDUM

**TO: TOWN BOARD**  
**FROM: PATTI WALSTAD**  
**DATE: DECEMBER 7, 2017**

**SUBJECT: BALD EAGLE LIQUOR – OFF-SALE LIQUOR LICENSE RENEWAL**

Bald Eagle Liquor has submitted their completed Liquor License Renewal information along with the 2018 license fee in the amount of \$500.00.

In accordance with Ordinance No. 32 (Liquor), I have not received the background check information on the owner from the Ramsey County Sheriff's Office, but it is the same person as in previous years which have been clear.

A Certificate of Insurance has been received.

### **Requested Action:**

1. Approval of the renewal of the 2018 Off-Sale Liquor License for Bald Eagle Investments, LLC, d/b/a Bald Eagle Liquor, 5960 Highway 61, for the period of January 1, 2018 through December 31, 2018.
2. Authorize signature of the license by the Town Board Chair and Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s  
cc:admin/add.file  
b:baldeagle-18memo



**Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement**  
445 Minnesota Street, Suite 222  
St. Paul, MN 55101  
651-201-7500

**RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES**

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code TPOFSL License Period Ending 12/31/2017 ID# 38722

ISSUING AUTHORITY White Bear Township

Licensee Name Bald Eagle Investments LLC

Trade Name Bald Eagle Liquor

City, State, Zip Code 5960 Highway 61  
White Bear Township MN 55110

Business Phone 6517738780

License Fees: Off Sale \$500 On Sale \$0 Sunday \$0

**By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.**

**Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.**

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

**Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).**

Licensee Signature [Signature] DOB 12/26/55 SS# 473-70-1171 Date \_\_\_\_\_  
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.



### CERTIFICATION OF COMPLIANCE MINNESOTA WORKER'S COMPENSATION LAW

Minnesota Statutes, Section 176.182 requires every state or local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, Subd. 2, by providing the name of the insurance company, the policy number, and dates of coverage, or a permit to self-insure. **This information will be collected by the licensing agency and retained in their files.**

This information is required by law, and licenses and permits to operate a business will not be issued or renewed if it is not provided and is falsely stated and shall result in a \$2,000 penalty assessed against the employer by the Commissioner of the Department of Labor and Industry for failure to comply.

Insurance Company Name: West Bend Insurance  
(NOT the insurance agent)

Policy #: 1897770

Dates of Coverage: 01/01/2017 to 01/01/2018

I am not required to have Workers' Compensation liability coverage because:

- I have no employees
- I am self insured (include permit to self-insure)
- I have no employees who are covered by the Workers' Compensation law  
(These include spouse, parents, children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid Workers' Compensation policy will be kept in effect at all times as required by law.

Name: Alm Lawrence Michael  
(Last) (First) (Middle)

Doing Business As: Bald Eagle Investments 651-773-8780  
(Business name if different than your name) Phone

Business Address: 2372 Leibel Street  
White Bear Twp. MN 55110

Signature: [Signature] Date: 11-23-17

LICENSE APPLICANT INFORMATION

Pursuant to Minnesota Statutes 270C.72, the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest; and

The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service; and

Failure to supply this information may jeopardize or delay the issuance of your licensing or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. Do no return this form to the Department of Revenue.

Licensing Authority: White Bear Township

License Information

Name of license being applied for: Bald Eagle Liquor License Renew  
License renewal date: 1/1/18

Personal Information

Applicant's Name (Last, first, middle initial): Lawrence M Alm  
Applicant's Resident Address: 2372 Leibel Street White Bear Twp MN 55110  
Social Security Number: 473-70-1170

Business Information

Business Name: Bald Eagle Investments LLC  
Business Address: 2372 Leibel St. White Bear Twp MN 55110  
Minnesota Tax Identification Number: 3118229

I do not conduct any business as a business entity and therefore do not have a Minnesota business identification number.

Additional explanation, if necessary:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGarry Kearney Agcy Inc 450 N MAIN ST STILLWATER, MN 55082	CONTACT NAME: MCGARRY KEARNEY AGENCY
	PHONE (A/C, No, Ext): (651)439-6345      FAX (A/C, No): (651)439-6350 E-MAIL ADDRESS:
INSURED BALD EAGLE INVESTMENTS LLC dba BALD EAGLE QUICK STOP 5960 HIGHWAY 61 N WHITE BEAR LAKE, MN 55110	INSURER(S) AFFORDING COVERAGE INSURER A: WEST BEND MUTUAL INS CO      NAIC # 15350
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			1897769	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1897769	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	1897770	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	LIQUOR LIABILITY		X	1897812	01/01/2018	01/01/2019	GEN AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  WHITE BEAR TOWNSHIP 1281 HAMMOND RD WHITE BEAR TOWNSHIP, MN 55110	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7Q – General Business**

**Liquor License Renewals**

**Subject: Orchid Restaurant & Bar - Approve Renewal of the 2018 On-Sale & Sunday Liquor License for Orchid Restaurant & Bar, 1190 County Road J, Suite 100**

**Documentation: Staff Memo w/ attachments**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Approve the renewal of the 2018 On-Sale & Sunday Liquor License for Orchid Restaurant & Bar, 1190 County Road J, Suite 100, White Bear Township, Minnesota 55127, for the period of January 1, 2018 through December 31, 2018.
2. Authorize signature of the license by the Town Clerk
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

## MEMORANDUM

**TO: TOWN BOARD**  
**FROM: PATTI WALSTAD**  
**DATE: DECEMBER 14, 2017**

**SUBJECT: ORCHID RESTAURANT & BAR – LIQUOR LICENSE RENEWAL**

Orchid Restaurant & Bar, Inc., has submitted their completed Liquor License Renewal information along with the 2018 license fee in the amount of \$3,000.00.

In accordance with Ordinance No. 32 (Liquor), I have not received the background check information on the manager from the Ramsey County Sheriff's Office, but it is the same person as in previous years which have been clear.

Orchid has provided the "Food to Liquor Sales Ratio" letter which is attached.

A Certificate of Insurance listing "White Bear Township" as the certificate holder is being prepared, but insurance is in effect.

### **Requested Action:**

1. Approval of the renewal of the 2018 On-Sale & Sunday Liquor License for Orchid Restaurant & Bar, 1190 County Road J, Suite 100, for the period of January 1, 2018 through December 31, 2018.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s  
Enc.  
cc:admin/add.file  
b:orchid-18memo



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement

445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code TPNSS License Period Ending 12/31/2017 ID# 36034

ISSUING AUTHORITY White Bear Township

Licensee Name Orchid Restaurant & Bar Inc.

Trade Name Orchid Restaurant & Bar

City, State, Zip Code 1190 Co Rd J/#100
White Bear Township MN 55127

Business Phone 6514263558

License Fees: Off Sale On Sale \$2,800 Sunday \$200

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

- 1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB 6/21/1972 SS# 471-98-7863 Date 12/10/17
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature \_\_\_\_\_ Date \_\_\_\_\_
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.



**CERTIFICATION OF COMPLIANCE  
MINNESOTA WORKER'S COMPENSATION LAW**

Minnesota Statutes, Section 176.182 requires every state or local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, Subd. 2, by providing the name of the insurance company, the policy number, and dates of coverage, or a permit to self-insure. **This information will be collected by the licensing agency and retained in their files.**

This information is required by law, and licenses and permits to operate a business will not be issued or renewed if it is not provided and is falsely stated and shall result in a \$2,000 penalty assessed against the employer by the Commissioner of the Department of Labor and Industry for failure to comply.

Insurance Company Name: The Hartford  
(NOT the insurance agent)

Policy #: 41WECBM2393

Dates of Coverage: 6/30/17 to 6/30/18

I am not required to have Workers' Compensation liability coverage because:

- I have no employees
- I am self insured (include permit to self-insure)
- I have no employees who are covered by the Workers' Compensation law (These include spouse, parents, children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid Workers' Compensation policy will be kept in effect at all times as required by law.

Name: Nguyen Ninh Thanh  
(Last) (First) (Middle)

Doing Business As: Orchid Restaurant 651-426-3558  
(Business name if different than your name) Phone

Business Address: 1190 County Road J #100  
White Bear Township, MN 55127

Signature: [Signature] Date: 12/10/17

LICENSE APPLICANT INFORMATION

Pursuant to Minnesota Statutes 270C.72, the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest; and

The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service; and

Failure to supply this information may jeopardize or delay the issuance of your licensing or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. **Do no return this form to the Department of Revenue.**

Licensing Authority: White Bear Township

**License Information**

Name of license being applied for: Liquor License on-sale & Sunday on-sale  
License renewal date: 12/10/17

**Personal Information**

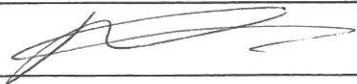
Applicant's Name (Last, first, middle initial): Nguyen, Ninh, T  
Applicant's Resident Address: 1793 Cheri Court, White Bear Lake, MN 55110  
Social Security Number: 471-98-7863

**Business Information**

Business Name: Orchid Restaurant & Bar Inc.  
Business Address: 1190 County Road T, White Bear Township, MN 55129  
Minnesota Tax Identification Number: 2605828

I do not conduct any business as a business entity and therefore do not have a Minnesota business identification number.

Additional explanation, if necessary: \_\_\_\_\_

Signature:  Date: 12/10/13

(Please complete on your letterhead – if available)

December 10, 2017

White Bear Township  
1281 Hammond Road  
White Bear Township, Minnesota 55110

**Re: Liquor License Renewal**

Gentlemen:

In anticipation of our 2018 Liquor License Renewal, the following is a statement of our food to liquor sales ratio for our restaurant located at 1190 County Road J, White Bear Township, Minnesota 55127:

Food Sales	\$ <u>80,000</u>	( <u>70%</u> )
Liquor Sales	\$ <u>35,000</u>	( <u>30%</u> )

Sincerely,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Advance Insurance Agency 5241 Viking Drive Ste 200  Edina MN 55435	CONTACT NAME: Cindy Lang	
	PHONE (A/C, No, Ext): (952) 831-1928	FAX (A/C, No): (952) 831-0572
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Ins Co	11000
INSURED Orchid Restaurant & Bar Inc. 1190 County Road J Ste 100  White Bear Tshp MN 55127	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER: Master 2017-2018      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			41SBAPY1905	6/30/2017	6/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			41SBAPY1905	6/30/2017	6/30/2018	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Liquor Liability Continuous until Cancelled.

## CERTIFICATE HOLDER

(651) 426-2258

White Bear Township  
Attn: Patti  
1281 Hammond Road  
White Bear Twsp, MN 55110

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Grundstrom/L173

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**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7R – General Business**

**Liquor License Renewals**

**Subject: Lucy's Burgers LLC – Approve Partial 2017 & All of 2018 On-Sale & Sunday Liquor License for Lucy's Burgers LLC, 1190 County Road J, Suite 600**

**Documentation: Staff Memo w/ attachments**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Staff Review & Recommendation:

1. Approve the Possible Partial 2017 & All of 2018 On-Sale & Sunday Liquor License for Lucy's Burgers LLC, 1190 County Road J, Suite 600, White Bear Township, Minnesota 55127, for the period of January 1, 2018 through December 31, 2018.
2. Authorize signature of the license by the Town Clerk
3. Authorize staff to forward all documents to the State Alcohol & Gambling Enforcement Division for filing.

## MEMORANDUM

**TO: TOWN BOARD**  
**FROM: PATTI WALSTAD**  
**DATE: DECEMBER 14, 2017**

**SUBJECT: LUCY'S BURGERS LLC – LIQUOR LICENSE**

Lucy's Burgers is expanding their restaurant and increasing their seating to 100. With the increase in seating they are wishing to apply for an On-Sale and Sunday liquor license, they currently hold a wine and strong beer license.

Ordinance No. 32 states as follows:

**2-2.** "On sale" liquor licenses shall be issued only to restaurants defined in Section 2-2.1 and shall permit "on sale" of intoxicating liquor only, for consumption on the licensed premises only, in conjunction with the sale of food. For the purposes of this Ordinance, the following definition is adopted:

**2-2.1. Restaurant – On-Sale License.** Any establishment having appropriate facilities to prepare food on the premises, serve meals, and is equipped with a commercial refrigerator and freezer and outside vented grill, and has seating for not less than 100 guests at one time and where, in consideration of payment therefore, meals are regularly served at tables to the general public, and which employs an adequate staff for the usual and suitable service to its guests and which complies with the State Fire Code regulations.

Lucy's Burgers has submitted all the proper paperwork and I have submitted the background check request to the Ramsey County Sheriff's Office but have not received it, but it is the same person as last year which was clear.

The "Food to Liquor Sales Ratio" letter will not be required until next year as 2018 will be the first year with a full liquor license.

A Certificate of Insurance listing "White Bear Township" as the certificate holder has been received.

### **Requested Action:**

1. Approval of a 2018 On-Sale & Sunday Liquor License for Lucy's Burgers LLC, 1190 County Road J, Suite 600, for the period of January 1, 2018 through December 31, 2018.
2. Approval of a Partial On-Sale & Sunday Liquor License. The Applicants are hoping to open their new restaurant if the construction is complete either during the week between Christmas and New Year's or on New Year's Eve and are requesting

approval of a partial On-Sale & Sunday Liquor License for that timeframe. Noting paying of a partial fee will be collected (\$8.06/per day).

2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the required paperwork to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s  
Enc.  
cc:admin/add.file  
b:lucys-18memo



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

Print Form

**APPLICATION FOR COUNTY ON-SALE  
 INTOXICATING LIQUOR LICENSE**

No license will be approved or released until MN Alcohol and Gambling Enforcement receives the \$20 retailer ID card fee.  
 To apply for MN Sales tax number call 651-296-6181

Workers compensation insurance company name SENTINEL INSURANCE Co Policy Number 76 WEG 2R9579  
 Licensee's MN sales and Use Tax ID # 46-87567 Licensee's Federal Tax ID # 81-2815403

Applicants Name (Business, Partnerships, Corporation) <u>LUCY'S BURGERS LLC</u>		DOB	SSN	Trade Name or DBA
Business Address <u>1190 COUNTY RD J, STE 700</u>		Business Phone <u>651-756-7788</u>		Applicant's Home Phone
City <u>WHITE BEAR TOWNSHIP</u>	County <u>RAMSEY</u>	State <u>MN</u>	Zip Code <u>55127</u>	License Period From _____ To _____
Give information requested below for all partners, or the officers and directors of a partnership or corporation, and the percent of stock held by each officer if applicable.				
Name, title, and percent ownership <u>ROBERT SCOTT, PRESIDENT, 50%</u>		Address <u>4 LEAF WING DRIVE, NORTH OAKS</u>		DOB <u>[REDACTED]</u>
Name, title, and percent ownership <u>JOEL KUNZA VICE PRES, 50%</u>		Address <u>8 IRONWOOD LN, NORTH OAKS, MN</u>		DOB <u>[REDACTED]</u>
Name, title, and percent ownership		Address		DOB SSN
Name, title, and percent ownership		Address		DOB SSN
Date of incorporation	State of incorporation	Certificate Number	Is corporation authorized to do business in Minnesota? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Purpose of corporation			If a subsidiary of another corporation, give name	
Describe the premises to be licensed				
Floor establishment is located on		Number of restaurant employees	Seating capacity	Hours food will be available
Number of months per year establishment will be open			Name of manager	
If the restaurant is in conjunction with another business (resort etc.), describe business				
Name the nearest municipality on sale licenses are issued.				

- Yes  No Has applicant, partners, officers or employees ever had any felony convictions or liquor law violations in Minnesota or elsewhere. If so, give names, dates, violations and final outcome details.
- Yes  No Is the applicant or any of the associates in this application a member of the county board or the city council, which will issue this license? If yes, in what capacity? \_\_\_\_\_  
 (if the applicant is the spouse of a member of the governing body, or another family relationship exists, the member shall not vote on this application.)
- Yes  No Have the applicants any interests, directly or indirectly, in any other liquor establishments in Minnesota? If yes, give name and address of establishment.
- Yes  No During the past license year, has a summons been issued under the liquor civil liability (Dram Shop)(M.S. 340A.802). If Yes, attach copy of the summons.
- Yes  No Will you serve liquor on Sunday? Amount of Sunday license fee \_\_\_\_\_
- Yes  No Is this establishment located in an organized township? If so, attach township approval.
- Yes  No Has a restaurant license been issued by the state or local health department for this establishment?



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

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

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

Name of City or County Issuing Liquor License RAMSEY License Period From: 12/1/17 To: 12/31/17

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

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

Fee(s): On Sale License fee: \$ \_\_\_\_\_ Sunday License fee: \$ \_\_\_\_\_ 3.2% On Sale fee: \$ \_\_\_\_\_ 3.2% Off Sale fee: \$ \_\_\_\_\_

Licensee Name: LUCY'S BURGERS LLC DOB \_\_\_\_\_ Social Security # \_\_\_\_\_  
(corporation, partnership, LLC, or Individual)

Business Trade Name \_\_\_\_\_ Business Address 1190 COUNTY RD J City TOWNSHIP  
WHITE BEAR

Zip Code 55127 County RAMSEY Business Phone 651-756-7788 Home Phone \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ Licensee's MN Tax ID # 46-87567  
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # [REDACTED]  
(To apply call IRS 800-829-4933)

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

<u>ROBERT SCOTT</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>4 LEAF WING DR. NORTH OAK</u>
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address <small>MN</small>
<u>JOEL J KURZA</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>8 Ironwood Ln, North Oak</u>
(Partner/Officer Name (First Middle Last))	DOB	Social Security #	Home Address <small>MN</small>
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

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

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

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

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

Workers Compensation Insurance Company Name: \_\_\_\_\_ Policy # \_\_\_\_\_

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

City Clerk or County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(title)

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

I CERTIFY THAT I HAVE READ THE ABOVE QUESTIONS AND THAT THE ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

JOEL KUNZA  
Name of applicant (please print or type)

  
Signature of Applicant

10-16-17  
Date

The licensee must have one of the following:

- Liquor liability insurance (Dram Shop) \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. Attach "CERTIFICATE OF INSURANCE" to this form.
- A surety bond from a surety company with minimum coverage as specified above.
- A certificate from the state treasurer that the licensee has deposited with the state, trust funds having a market value of \$100,000 or \$100,000 in cash or securities.

IF LICENSE IS ISSUED BY THE COUNTY BOARD, REPORT OF COUNTY ATTORNEY

Yes  No I certify that to the best of my knowledge the applicants named above are eligible to be licensed. If no, state reason.

Signature County Attorney

County

Date

REPORT BY POLICE OR SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates, named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota, Municipal or County ordinances relating to intoxicating liquor, except as follows:

Signature

Department and Title

Date

IMPORTANT NOTICE

ALL RETAIL LIQUOR LICENSEES MUST REGISTER WITH THE ALCOHOL, TOBACCO TAX AND TRADE BUREAU.  
FOR INFORMATION CALL 513-684-2979 OR 1-800-937-8864

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100% of the value of the check, whichever is greater, plus interest and attorney fees.



### Application for Liquor License

Type of License Applied for:

On-Sale Liquor License <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal	Sunday On-Sale Liquor License <input type="checkbox"/> New <input type="checkbox"/> Renewal	Wine License <input type="checkbox"/> New <input type="checkbox"/> Renewal
----------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------

To The Town Board of the Town of White Bear:

Pursuant to the provisions of the Minnesota Intoxicating Liquor Act and Ordinances of the Town of White Bear, LUCY'S BURGERS LLC, with principal offices located at 1190 COUNTY RD J, STE 700, hereby applies for a Liquor License for the period commencing first on the 1<sup>st</sup> day of December, 2017, and ending last on the 31<sup>st</sup> day of December, 2017, to sell intoxicating liquors as defined by law at retail only for consumption "**On The Premises**" at the \_\_\_\_\_ located at 1190 COUNTY RD J, STE 700 in the Town of White Bear, which the applicant controls and operates, and to that end hereby represents and states as follows:

- (1) The premises for which the applicant seeks a license is an establishment having a manager and a room with appropriate tables and chairs for serving guests in which food is served; and,
- (2) The applicant is a Minnesota corporation and has not been convicted of any willful violation of any law of the United States, or of the State of Minnesota, or of any local Ordinance, with regard to the manufacture, sale, distribution, or possession for distribution for sale of intoxicating liquors, and no license issued to the applicant under the provisions of the Minnesota Intoxicating Liquor Act has ever been revoked; and,
- (3) No manufacturer or wholesaler will own or control, or has any financial interest in, the business of selling intoxicating liquors at retail on said premises, nor power to exact or require the applicant, by contract, understanding or otherwise, to handle or sell only the products of such manufacturer or wholesaler; and,
- (4) No other retailer's license has been issued, directly or indirectly, to the applicant or for said premises (other than a tobacco license); no license of a class other than hereby applied for has been issued to any person at said premises; and said premises are neither owned nor controlled by any person to whom no license could be issued; and
- (5) Said premises are not within any area within which the sale of non-intoxicating liquors is prohibited by the laws of the State of Minnesota, the provisions of any charter, ordinance, or special law, or through zoning ordinances, proceedings, or legal process regularly held for that purpose; and

(6) The applicant hereby agrees that any license granted pursuant hereto shall be nontransferable without consent of the Town Board; and that the applicant will keep said license posted in a conspicuous place in said premises; and,

(7) The name and address of each shareholder of the applicant and the number of shares owned by each is as follows;

Name	Address	# of Shares Owned	Date of Birth
JOEL KUNZA	8 IRONWOOD LN NORTH OAKS, MN	50%	<del>11/1/78</del>
ROBERT SCOTT	4 LEAF WING DR. NORTH OAKS, MN	50%	<del>1/15/78</del>

\*Attach Additional List of Necessary  
NORTH OAKS, MN

(8) The name and address of each officer of the applicant and the office held by each is as follows:

Name	Address	Title	Date of Birth
ROBERT SCOTT	SAME AS ABOVE	PRESIDENT	<del>1/15/78</del>
JOEL KUNZA	SAME AS ABOVE	VICE PRESIDENT	<del>11/1/78</del>

The undersigned certifies that all information provided in this application is true and accurate and that he/she is properly credentialed to make this application.

Name (Print)	Title (Print)	Date
JOEL KUNZA	VICE PRESIDENT	10/16/17
Signature: 		

<u>To Be Completed By Office:</u>		
Date Request Received _____		
By _____ (Staff Member)	\$2,800.00 On-Sale Fee Received	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	\$200.00 Sunday On-Sale Fee Received	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	\$1,400.00 Wine License Fee Received	<input type="checkbox"/> Yes / <input type="checkbox"/> No

LICENSE APPLICANT INFORMATION

Pursuant to Minnesota Statutes 270C.72, the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest; and

The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service; and

Failure to supply this information may jeopardize or delay the issuance of your licensing or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. **Do not return this form to the Department of Revenue.**

Licensing Authority: White Bear Township

**License Information**

Name of license being applied for: INTOXICATING LIQUOR / STRONG BEER  
License renewal date: 12/31/17

**Personal Information**

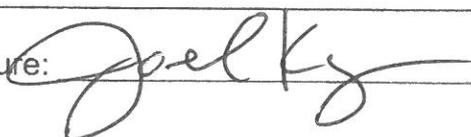
Applicant's Name (Last, first, middle initial): ~~JOEL~~ KUNZA, JOEL J  
Applicant's Resident Address: 8 IRONWOOD LN., NORTH OAKS, MN 55127  
Social Security Number: ~~000-34-4568~~

**Business Information**

Business Name: LUCY'S BURGERS LLC  
Business Address: 1190 COUNTY RD J, STE 700, WHITE BEAR TOWNSHIP MN  
Minnesota Tax Identification Number: ~~44-2750~~

I do not conduct any business as a business entity and therefore do not have a Minnesota business identification number.

Additional explanation, if necessary: \_\_\_\_\_

Signature:  Date: 10/16/17



### CERTIFICATION OF COMPLIANCE MINNESOTA WORKER'S COMPENSATION LAW

Minnesota Statutes, Section 176.182 requires every state or local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, Subd. 2, by providing the name of the insurance company, the policy number, and dates of coverage, or a permit to self-insure. **This information will be collected by the licensing agency and retained in their files.**

This information is required by law, and licenses and permits to operate a business will not be issued or renewed if it is not provided and is falsely stated and shall result in a \$2,000 penalty assessed against the employer by the Commissioner of the Department of Labor and Industry for failure to comply.

Insurance Company Name: SENTINEL INSURANCE COMPANY, LTD (A)  
(NOT the insurance agent)

Policy #: 76 NEG ZR9579

Dates of Coverage: 9/12/17 to 9/12/18

I am not required to have Workers' Compensation liability coverage because:

- I have no employees
- I am self insured (include permit to self-insure)
- I have no employees who are covered by the Workers' Compensation law  
(These include spouse, parents, children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid Workers' Compensation policy will be kept in effect at all times as required by law.

Name: KUNZA Joel J  
(Last) (First) (Middle)

Doing Business As: LUCY'S BUBBENS LLC (612) 723-2033  
(Business name if different than your name) Phone

Business Address: 1190 County Rd J STE 700  
White Bear Township, MN 55127

Signature: [Signature] Date: 10/12/17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 7225 Northland Drive North Suite 300 Minneapolis MN 55428	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Citizens Insurance Company of America		31534
INSURER B : Hanover Insurance Company		22292
INSURER C : Allmerica Financial Alliance Insurance		10212
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER: 584457088** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			ZBXD392579	10/4/2017	10/4/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZBXD392579	10/4/2017	10/4/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			UHXD392582	10/4/2017	10/4/2018	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			W2XD392575	10/4/2017	10/4/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Township Theater Shops Partners, LLC and Suntide Commercial Realty Inc are included as additional insured per written contract or agreement with respects to general liability coverage.

<b>CERTIFICATE HOLDER</b>  Township Theater Shops Partners LLC Suntide Commercial Realty Inc 2550 University Ave W, Ste 416 St Paul MN 55114	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7S – General Business**

**Tobacco License Renewals**

**Subject: White Bear Township Holiday – Approve 2018  
Tobacco License for White Bear Township Holiday, 1150  
County Road J**

**Documentation: Staff Memo w/ attachments**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Staff Review & Recommendation Approve the renewal of the 2018 Tobacco License for White Bear Township Holiday, 1150 County Road J, for the Period of January 1, 2018 through December 31, 2018

## MEMORANDUM

**TO:** TOWN BOARD  
**FROM:** PATTI WALSTAD  
**DATE:** DECEMBER 14, 2017

**SUBJECT: 2017 TOBACCO LICENSE RENEWALS**

Pursuant to Ordinance No. 69 (Tobacco), the following information is required prior to license renewal:

	<u>Application Rec'd With License Fee</u>	<u>Background Check Rec'd*</u>	<u>Insurance Rec'd</u>
Holiday Stationstores, Inc. 5970 Highway 61	Yes	Yes	N/A
White Bear Township Holiday 1150 County Road J	Yes	Yes	N/A
Cub Foods 1059 Meadowlands Drive	Yes	Yes	N/A
Bald Eagle Investments 5960 Highway 61	Yes	Yes	N/A

### **Requested Action:**

Approve the Tobacco License Renewals for the following businesses for the period of January 1, 2018 through December 31, 2018.

\* Checks have not been received however all Applicants are the same as in previous years & were clear.

PSW/s  
cc:admin/add.file  
b:2018toblicensechart



WHITE BEAR TOWNSHIP  
1281 Hammond Road  
White Bear Township, MN 55110  
Phone: 651-747-2750  
Fax: 651-426-2258  
[www.whitebeartownship.org](http://www.whitebeartownship.org)

## TOBACCO LICENSE APPLICATION

License Fee \$100.00

### APPLICANT INFORMATION

Full Name: Dale Andrea K  
Last First Middle

Residential Address: 1477 Steeman Lake Road  
Street Address Unit #

Leno Lakes Mn 55038  
City State ZIP Code

Home Phone: \_\_\_\_\_ Cell Phone: 612-201-5753

### BUSINESS INFORMATION

Business Name: White Bear Township Halckey

Business Address: 1150 County Rd J  
Street Address Suite / Unit #

St. Paul Mn 55127  
City State ZIP Code

Contact Person: Andrea Deakos Business Phone: 651-426-9996

Cell Phone: 612-201-5753 E-Mail Address: northone123@comcast.net

Enclosed is the Sum of \$100.00\*\* requesting that a tobacco license be granted pursuant to Town ordinance #69. The tobacco license is valid January 1<sup>st</sup> to December 31<sup>st</sup> of each year. Upon license being granted, the undersigned acknowledges that this application has been read, the above is correct and agrees to comply with all ordinances, rules and regulations of White Bear Township.

Applicant Signature: Andrea K. Deakos Date: 12/5/17



WHITE BEAR TOWNSHIP  
1281 Hammond Road  
White Bear Township, MN 55110  
Phone: 651-747-2750  
Fax: 651-426-2258  
[www.whitebeartownship.org](http://www.whitebeartownship.org)

## BACKGROUND INVESTIGATION CONSENT RELEASE

Date: 12/5/17

Name of Applicant: Andreea Kaye Drake

Maiden, Alias or Former Name (s): \_\_\_\_\_

Address: 1477 Shoeman Lake Road

Date of Birth: 7/6/49

Driver's License Number: T650234308711

I hereby authorize the Town of White Bear and the Ramsey County Sheriff's Department to release criminal history data, as defined by Minnesota Statute 13.87, subd. 1 and driver's license and traffic record data. I understand that some of this data may be classified as private data under Minnesota Statutes and I hereby give my informed consent to the release of that private data. This consent for the release of data is for the purpose of determining my suitability for obtaining a Tobacco License in the Town of White Bear. This information cannot be used for any other purpose.

Applicant Signature: Andreea Kaye Drake Date: 12/5/17

**TENNESSEN WARNING:** In connection with your request for a tobacco license, the Township has asked that you provide information about yourself which may be classified as private, confidential, nonpublic, or protected nonpublic under the Minnesota Government Data Practices Act. This means that this data is not ordinarily available to the general public. Accordingly, the Township is required to inform you of the following:

1. The purpose and intended use of the information requested is to determine if you are eligible for a license from the Town of White Bear.
2. You are not legally obligated to supply the requested information.
3. The known consequences of supplying the requested information is that the information or further investigation could disclose information which could cause your application to be denied.
4. The known consequences of refusing to supply the requested information is that your request for a license cannot be processed.
5. A criminal charge, arrest, or conviction will not necessarily bar you from obtaining a license with the Township, unless the conviction is related to the matter for which the license is sought, according to Minnesota Statute 364.03. However, failure to reveal the requested criminal information will be considered falsification of the application and may be used as grounds for the denial of the application.
6. Other governmental agencies necessary to process your application are authorized by law to receive the information provided.
7. The Township is required by law to furnish some of this information to the Department of Labor and Industry and the Minnesota Commissioner of Revenue.

The undersigned, by signing this notice, acknowledges that he/she has read and understood the contents of this notice and has received a copy of this notice.

Applicant Signature: Andreea Kaye Drake Date: 12/5/17

**License Application to Make Retail Sales of Cigarette and Other Tobacco Products**

To be completed by applicant when applying for a license with a city or county.

FOR MUNICIPAL USE ONLY

Applicant's Minnesota Tax ID Number  
**5655196**

The Minnesota Tax ID must be issued in the same legal name of the licensee below.

License Authority
License Number
Period Covered
Date of Issuance

**Cigarettes/tobacco products will be sold** (a separate license is required for each location or vending machine):

Over Counter     Through Vending Machine     Both

Print or Type

Licensee's Legal Name <b>North Oaks Commodities</b>	Federal Employer ID Number (FEIN) <b>41-1354551</b>
Business Trade Name (doing business as) <b>White Base Tobacco Products Wholesale - Ramsey</b>	Daytime Phone <b>651-426-9996</b>
Complete Address of Business Location (permit location) <b>1150 Creech Rd S    mn    55127</b>	Other Phone Number <b>612-201-5753</b>
City <b>St. Paul</b>	Fax Number <b>651-426-1261</b>
Mailing Address (if different than business address) <b>North Oaks Rd 3 @</b>	Email Address <b>comcast.net</b>

Type of legal organization (check one):

Sole proprietor     Minnesota corporation: Enter date of incorporation **1974**  
 Partnership     Out-of-state corporation: State of incorporation \_\_\_\_\_  
 Other (describe) \_\_\_\_\_    Are you registered to do business in Minnesota?     Yes     No

Corporate officers or partners (attach a list if necessary)

Name <b>Andreas K. Diak</b>	Title <b>owner - president</b>
Address <b>1477 Sheeman Hill Rd</b>	City State ZIP Code <b>Lenox Lake, mn 55038</b>
Name <b>Andreas S. Diak</b>	Title <b>owner - D.P.</b>
Address <b>1477 Sheeman Hill Rd</b>	City State ZIP Code <b>Lenox Lake mn 55038</b>

As a licensed tobacco products or cigarette retailer, I understand that:

1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Business Information

Statement of Understanding

Sign Here

Licensee Signature <b>Andreas K. Diak</b>	Title <b>owner</b>	Print Name <b>Andreas Diak</b>	Date <b>12-5-17</b>	Daytime Phone <b>651-426-9996</b>
Licensing Agent's Signature	Title	Print Name	Date	Daytime Phone

**License applicant:** Submit this form to the licensing authority along with the license application.

**Licensing authority:** Mail, email or fax to:  
Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.  
Fax: 651-556-5236. Email: cigarette.tobacco@state.mn.us

# Certificate of Compliance Minnesota Workers' Compensation Law

**THIS FORM MUST BE COMPLETED BY THE BUSINESS LICENSE APPLICANT**

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

	BUSINESS TELEPHONE NO. <i>651-426-3738</i>	FAX TELEPHONE NO. <i>651-426-1261</i>
--	-----------------------------------------------	------------------------------------------

LICENSE or CERTIFICATE NO (if applicable)  
 BUSINESS NAME (Use the person(s) name if business structure is sole proprietor or partnership (i.e., John Doe, or John Doe and Jane Doe), otherwise it is the legal name of the business entity.)

DBA ("doing business as" or also known as an assumed name) (if applicable)

*North Oaks Concrete Care*

BUSINESS ADDRESS (must be physical street address, no PO boxes) <i>1150 Glenly Rd J</i>	CITY <i>White Bear Township</i>	STATE <i>Mn</i>	ZIP CODE <i>55127</i>
COUNTY <i>Ramsey</i>	E-MAIL ADDRESS <i>northoaks123@comcast.net</i>		

**YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below.**

### NUMBER 1 – Workers' compensation insurance policy information

INSURANCE COMPANY NAME (not the insurance agent) <i>Auto Owners Insurance</i>	NAIC Number
POLICY NO. <i>41-425-520-00</i>	EFFECTIVE DATE <i>5-1-2017</i>
	EXPIRATION DATE <i>5-01-2018</i>

### NUMBER 2 – Reason for exemption from workers' compensation insurance

If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, contact 651.284.5032 or 1-800-342-5354.

- I have no employees. (See Minn. Stat. § 176.011, subd. 9 for the definition of an employee.)
- I am self-insured for workers' compensation (attach a copy of the authorization to self-insure from the Minnesota Department of Commerce).
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered:

Other: \_\_\_\_\_

I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.

PRINT NAME

APPLICANT SIGNATURE (required) <i>Andrew K Dinkie</i>	TITLE <i>Owner</i>	DATE <i>12-5-17</i>
----------------------------------------------------------	-----------------------	------------------------

NOTE: You must notify us if there is any change to your Workers' Compensation Insurance Information or Employee Status Change by resubmitting this form. This material can be made available in different forms, such as large print, Braille or on



**Town Board Meeting  
December 18, 2017**

**Agenda Number:** 7T – General Business

**Tobacco License Renewals**

**Subject:** **Cub Foods** – Approve 2018 Tobacco License for Cub Foods, 1059 Meadowlands Drive, for the Period of January 1, 2018 through December 31, 2018

**Documentation:** Staff Memo w/ attachments

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Staff Review & Recommendation Approve the renewal of the 2017 Tobacco License for Cub Foods, 1059 Meadowlands Drive, for the Period of January 1, 2018 through December 31, 2018

\*\* On August 25, 2016 Cub failed their tobacco compliance check. The cashier misread the drivers' license and inadvertently sold the individual cigarettes. The cashier was very upset and the store paid the \$200.00 administrative fee.

This was the first violation for Cub Foods.

## MEMORANDUM

**TO: TOWN BOARD**  
**FROM: PATTI WALSTAD**  
**DATE: DECEMBER 14, 2017**

**SUBJECT: 2017 TOBACCO LICENSE RENEWALS**

Pursuant to Ordinance No. 69 (Tobacco), the following information is required prior to license renewal:

	<u>Application Rec'd With License Fee</u>	<u>Background Check Rec'd*</u>	<u>Insurance Rec'd</u>
Holiday Stationstores, Inc. 5970 Highway 61	Yes	Yes	N/A
White Bear Township Holiday 1150 County Road J	Yes	Yes	N/A
Cub Foods 1059 Meadowlands Drive	Yes	Yes	N/A
Bald Eagle Investments 5960 Highway 61	Yes	Yes	N/A

### **Requested Action:**

Approve the Tobacco License Renewals for the following businesses for the period of January 1, 2018 through December 31, 2018.

\* Checks have not been received however all Applicants are the same as in previous years & were clear.

PSW/s  
cc:admin/add.file  
b:2018toblicensechart



TOWN OF WHITE BEAR

DEC 07 2017

RECEIVED

WHITE BEAR TOWNSHIP  
1281 Hammond Road  
White Bear Township, MN 55110  
Phone: 651-747-2750  
Fax: 651-426-2258  
[www.whitebeartownship.org](http://www.whitebeartownship.org)

### TOBACCO LICENSE APPLICATION

License Fee \$100.00

#### APPLICANT INFORMATION

Full Name: Szondy Steve Donald  
Last First Middle

Residential Address: 5217 141st North  
Street Address Unit #

Hugo MN 55038  
City State ZIP Code

Home Phone: N/A Cell Phone: 651-247-8235

#### BUSINESS INFORMATION

Business Name: Cub Foods of White Bear Township (Kowalski Companies, Inc.)

Business Address: 1059 Meadowlands Drive  
Street Address Suite / Unit #

White Bear Township MN 55127  
City State ZIP Code

Contact Person: Steve Szondy Business Phone: 1051 420 1053A

Cell Phone: 1051-247-8235 E-Mail Address: szondy@kowalskis.com

Enclosed is the Sum of \$100.00\*\* requesting that a tobacco license be granted pursuant to Town ordinance #89. The tobacco license is valid January 1<sup>st</sup> to December 31<sup>st</sup> of each year. Upon license being granted, the undersigned acknowledges that this application has been read, the above is correct and agrees to comply with all ordinances, rules and regulations of White Bear Township.

Applicant Signature: [Signature] Date: 12/1/17



WHITE BEAR TOWNSHIP  
1281 Hammond Road  
White Bear Township, MN 55110  
Phone: 651-747-2750  
Fax: 651-426-2258  
[www.whitebeartownship.org](http://www.whitebeartownship.org)

## BACKGROUND INVESTIGATION CONSENT RELEASE

Date: 12/1/17  
Name of Applicant: Steve Szondy  
Maiden, Alias or Former Name (s): \_\_\_\_\_  
Address: 5217 141<sup>ST</sup> Hugo MN 55038  
Date of Birth: 9/12/59  
Driver's License Number: P116113726508

I hereby authorize the Town of White Bear and the Ramsey County Sheriff's Department to release criminal history data, as defined by Minnesota Statute 13.87, subd. 1 and driver's license and traffic record data. I understand that some of this data may be classified as private data under Minnesota Statutes and I hereby give my informed consent to the release of that private data. This consent for the release of data is for the purpose of determining my suitability for obtaining a Tobacco License in the Town of White Bear. This information cannot be used for any other purpose.

Applicant Signature: [Signature] Date: 12/1/17

**TENNESSEN WARNING:** In connection with your request for a tobacco license, the Township has asked that you provide information about yourself which may be classified as private, confidential, nonpublic, or protected nonpublic under the Minnesota Government Data Practices Act. This means that this data is not ordinarily available to the general public. Accordingly, the Township is required to inform you of the following:

1. The purpose and intended use of the information requested is to determine if you are eligible for a license from the Town of White Bear.
2. You are not legally obligated to supply the requested information.
3. The known consequences of supplying the requested information is that the information or further investigation could disclose information which could cause your application to be denied.
4. The known consequences of refusing to supply the requested information is that your request for a license cannot be processed.
5. A criminal charge, arrest, or conviction will not necessarily bar you from obtaining a license with the Township, unless the conviction is related to the matter for which the license is sought, according to Minnesota Statute 364.03. However, failure to reveal the requested criminal information will be considered falsification of the application and may be used as grounds for the denial of the application.
6. Other governmental agencies necessary to process your application are authorized by law to receive the information provided.
7. The Township is required by law to furnish some of this information to the Department of Labor and Industry and the Minnesota Commissioner of Revenue.

The undersigned, by signing this notice, acknowledges that he/she has read and understood the contents of this notice and has received a copy of this notice.

Applicant Signature: [Signature] Date: 12/1/17

**License Application to Make Retail Sales of Cigarette and Other Tobacco Products**

To be completed by applicant when applying for a license with a city or county.

FOR MUNICIPAL USE ONLY

Applicant's Minnesota Tax ID Number

The Minnesota Tax ID must be issued in the same legal name of the licensee below.

License Authority
License Number
Period Covered
Date of Issuance

**Cigarettes/tobacco products will be sold** (a separate license is required for each location or vending machine):

Over Counter       Through Vending Machine       Both

Print or Type

Licensee's Legal Name <b>KOWALSKI COMPANIES INC.</b>	Federal Employer ID Number (FEIN) <b>41-1500040</b>
Business Trade Name (doing business as) <b>CLUB FOODS DE WHITE BEAR TOWNSHIP</b>	Daytime Phone <b>651 420 0534</b>
Complete Address of Business Location (permit location) <b>1059 MEADOWLANDS DRIVE</b>	Other Phone Number <b>651 698 4752</b>
City <b>WHITE BEAR TOWNSHIP MN</b>	State <b>55127</b>
ZIP Code <b>55127</b>	Fax Number <b>651 420 4430</b>
Mailing Address (if different than business address) <b>1040 DIFLEY ROAD SUITE 200 EAGAN, MN</b>	Email Address

Type of legal organization (check one):

Sole proprietor       Minnesota corporation: Enter date of incorporation **1903**

Partnership       Out-of-state corporation: State of incorporation \_\_\_\_\_

Other (describe) \_\_\_\_\_      Are you registered to do business in Minnesota?     Yes     No

Corporate officers or partners (attach a list if necessary)

Name <b>MARY ANNE KOWALSKI</b>	Title <b>PRESIDENT</b>
Address <b>1040 DIFLEY ROAD, SUITE 200 EAGAN MN</b>	State <b>55127</b>
Name <b>TOM BEAUCHAMP</b>	Title <b>CFO</b>
Address <b>1040 DIFLEY ROAD SUITE 200 EAGAN MN</b>	State <b>55127</b>

As a licensed tobacco products or cigarette retailer, I understand that:

1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

*Thomas M. Beauchamp* CFO **THOMAS M. BEAUCHAMP** 12-6-17 651-698-4752

Licensing Agent's Signature      Title      Print Name      Date      Daytime Phone

Business Information

Statement of Understanding

Sign Here

**License applicant:** Submit this form to the licensing authority along with the license application.

**Licensing authority:** Mail, email or fax to:  
Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.  
Fax: 651-556-5236. Email: cigarette.tobacco@state.mn.us

# Certificate of Compliance Minnesota Workers' Compensation Law

**THIS FORM MUST BE COMPLETED BY THE BUSINESS LICENSE APPLICANT**

**PRINT IN INK or TYPE.**

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

	BUSINESS TELEPHONE NO. 051 426 0534	FAX TELEPHONE NO. 051 426 4430
LICENSE or CERTIFICATE NO (if applicable)		
BUSINESS NAME (Use the person(s) name if business structure is sole proprietor or partnership (i.e., John Doe, or John Doe and Jane Doe), otherwise it is the legal name of the business entity.) KOWALSKI COMPANIES INC		
DBA ("doing business as" or also known as an assumed name) (if applicable) CUB FOODS OF WHITE BEAR TOWNSHIP.		
BUSINESS ADDRESS (must be physical street address, no PO boxes) 1059 MEADOWLANDS DRIVE	CITY WHITE BEAR TOWNSHIP	STATE ZIP CODE MN 55127
COUNTY RAMSEY	E-MAIL ADDRESS AP@KOWALSKIS.COM	

**YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below.**

### NUMBER 1 – Workers' compensation insurance policy information

INSURANCE COMPANY NAME (not the insurance agent) STATE FUND MUTUAL (SFM)	NAIC Number
POLICY NO. 20565.514	EFFECTIVE DATE 9/2017
	EXPIRATION DATE 9/2018

### NUMBER 2 – Reason for exemption from workers' compensation insurance

If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, contact 651.284.5032 or 1-800-342-5354.

- I have no employees. (See Minn. Stat. § 176.011, subd. 9 for the definition of an employee.)
- I am self-insured for workers' compensation (attach a copy of the authorization to self-insure from the Minnesota Department of Commerce).
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered:

Other: \_\_\_\_\_

I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.

PRINT NAME Thomas M. Beauchamp	TITLE CFO	DATE 12-1-17
APPLICANT SIGNATURE (required) Thomas M. Beauchamp		

NOTE: You must notify us if there is any change to your Workers' Compensation Insurance Information or Employee Status Change by resubmitting this form. This material can be made available in different forms, such as large print, Braille or on



**Town Board Meeting  
December 18, 2017**

**Agenda Number: 7U – General Business**

**Tobacco License Renewals**

**Subject: Holiday Stationstores, Inc. – Approve 2018 Tobacco License for Holiday Stationstores, Inc., 5970 Highway 61**

**Documentation: Staff Memo w/ attachments**

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Staff Review & Recommendation Approve the renewal of the 2018 Tobacco License for Holiday Stationstores, Inc., 5970 Highway 61 for the Period of January 1, 2018 through December 31, 2018

## MEMORANDUM

**TO: TOWN BOARD**  
**FROM: PATTI WALSTAD**  
**DATE: DECEMBER 14, 2017**

**SUBJECT: 2017 TOBACCO LICENSE RENEWALS**

Pursuant to Ordinance No. 69 (Tobacco), the following information is required prior to license renewal:

	<u>Application Rec'd With License Fee</u>	<u>Background Check Rec'd*</u>	<u>Insurance Rec'd</u>
Holiday Stationstores, Inc. 5970 Highway 61	Yes	Yes	N/A
White Bear Township Holiday 1150 County Road J	Yes	Yes	N/A
Cub Foods 1059 Meadowlands Drive	Yes	Yes	N/A
Bald Eagle Investments 5960 Highway 61	Yes	Yes	N/A

### **Requested Action:**

Approve the Tobacco License Renewals for the following businesses for the period of January 1, 2018 through December 31, 2018.

\* Checks have not been received however all Applicants are the same as in previous years & were clear.

PSW/s  
cc:admin/add.file  
b:2018toblicensechart



WHITE BEAR TOWNSHIP  
1281 Hammond Road  
White Bear Township, MN 55110  
Phone: 651-747-2750  
Fax: 651-426-2258  
[www.whitebeartownship.org](http://www.whitebeartownship.org)

## TOBACCO LICENSE APPLICATION

License Fee \$100.00

### APPLICANT INFORMATION

Full Name: Hupp James Robert  
*Last First Middle*

Residential Address: 5422 Grand Ave  
*Street Address Unit #*

Minneapolis MN 55419  
*City State ZIP Code*

Home Phone: (612)824-6141 Cell Phone: \_\_\_\_\_

### BUSINESS INFORMATION

Business Name: Holiday Stationstores, Inc., converting to Holiday Stationstores, LLC.

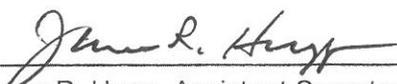
Business Address: 5970 Hwy 61 N  
*Street Address Suite / Unit #*

White Bear Township MN 55110  
*City State ZIP Code*

Contact Person: Kate Nolan, License Administrator Business Phone: store: (651)426-1825  
corp: (952)830-8046

Cell Phone: \_\_\_\_\_ E-Mail Address: kate.nolan@holidaycompanies.com

Enclosed is the Sum of \$100.00\*\* requesting that a tobacco license be granted pursuant to Town ordinance #69. The tobacco license is valid January 1<sup>st</sup> to December 31<sup>st</sup> of each year. Upon license being granted, the undersigned acknowledges that this application has been read, the above is correct and agrees to comply with all ordinances, rules and regulations of White Bear Township.

Applicant Signature:  Date: 12/7/2017  
James R. Hupp, Assistant Secretary



WHITE BEAR TOWNSHIP  
1281 Hammond Road  
White Bear Township, MN 55110  
Phone: 651-747-2750  
Fax: 651-426-2258  
[www.whitebeartownship.org](http://www.whitebeartownship.org)

## BACKGROUND INVESTIGATION CONSENT RELEASE

Date: 12/7/2017

Name of Applicant: James R. Hupp

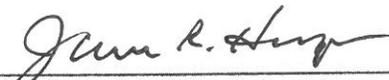
Maiden, Alias or Former Name (s): \_\_\_\_\_

Address: 5422 Grand Ave Minneapolis MN 55419

Date of Birth: 6/4/1958

Driver's License Number: R238122255613

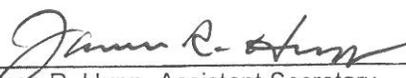
I hereby authorize the Town of White Bear and the Ramsey County Sheriff's Department to release criminal history data, as defined by Minnesota Statute 13.87, subd. 1 and driver's license and traffic record data. I understand that some of this data may be classified as private data under Minnesota Statutes and I hereby give my informed consent to the release of that private data. This consent for the release of data is for the purpose of determining my suitability for obtaining a Tobacco License in the Town of White Bear. This information cannot be used for any other purpose.

Applicant Signature:  Date: 12/7/2017  
James R. Hupp, Assistant Secretary

**TENNESSEN WARNING:** In connection with your request for a tobacco license, the Township has asked that you provide information about yourself which may be classified as private, confidential, nonpublic, or protected nonpublic under the Minnesota Government Data Practices Act. This means that this data is not ordinarily available to the general public. Accordingly, the Township is required to inform you of the following:

1. The purpose and intended use of the information requested is to determine if you are eligible for a license from the Town of White Bear.
2. You are not legally obligated to supply the requested information.
3. The known consequences of supplying the requested information is that the information or further investigation could disclose information which could cause your application to be denied.
4. The known consequences of refusing to supply the requested information is that your request for a license cannot be processed.
5. A criminal charge, arrest, or conviction will not necessarily bar you from obtaining a license with the Township, unless the conviction is related to the matter for which the license is sought, according to Minnesota Statute 364.03. However, failure to reveal the requested criminal information will be considered falsification of the application and may be used as grounds for the denial of the application.
6. Other governmental agencies necessary to process your application are authorized by law to receive the information provided.
7. The Township is required by law to furnish some of this information to the Department of Labor and Industry and the Minnesota Commissioner of Revenue.

The undersigned, by signing this notice, acknowledges that he/she has read and understood the contents of this notice and has received a copy of this notice.

Applicant Signature:  Date: 12/7/2017  
James R. Hupp, Assistant Secretary

**License Application to Make Retail Sales of Cigarette and Other Tobacco Products**

To be completed by applicant when applying for a license with a city or county.

Applicant's Minnesota Tax ID Number  
**9346950**

The Minnesota Tax ID must be issued in the same legal name of the licensee below.

**FOR MUNICIPAL USE ONLY**

License Authority
License Number
Period Covered
Date of Issuance

**Cigarettes/tobacco products will be sold** (a separate license is required for each location or vending machine):

Over Counter       Through Vending Machine       Both

Print or Type

Licensee's Legal Name <b>Holiday Stationstores, Inc., converting to Holiday Stationstores, LL</b>		Federal Employer ID Number (FEIN) <b>41-0880942</b>
Business Trade Name (doing business as)		Daytime Phone <b>(651)426-1825</b>
Complete Address of Business Location (permit location) <b>5970 Hwy 61 N</b>	County <b>Ramsey</b>	Other Phone Number <b>(952)830-8700</b>
City <b>White Bear Lake Township</b>	State <b>MN</b>	ZIP Code <b>55110</b>
City <b>White Bear Lake Township</b>	State <b>MN</b>	ZIP Code <b>55110</b>
Mailing Address (if different than business address) <b>4567 American Blvd W</b>	City <b>Bloomington</b>	State <b>MN</b>
	City <b>Bloomington</b>	ZIP Code <b>55437-1123</b>
		Email Address <b>jim.hupp@holidaycompanies.com</b>

**Type of legal organization (check one):**

Sole proprietor       \*\* Minnesota corporation: Enter date of incorporation 9/18/1964

Partnership       Out-of-state corporation: State of incorporation \_\_\_\_\_

Other (describe) converting to LLC      Are you registered to do business in Minnesota?     Yes     No

Business Information

**Corporate officers or partners (attach a list if necessary)**

Name	Title	Address	City	State	ZIP Code
Please see attached					

Statement of Understanding

**As a licensed tobacco products or cigarette retailer, I understand that:**

1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Sign Here

Licensee Signature 	Title <b>Ass't Secretary</b>	Print Name <b>James R. Hupp</b>	Date <b>12/7/2017</b>	Daytime Phone <b>(952)830-8728</b>
Licensing Agent's Signature	Title	Print Name	Date	Daytime Phone

**License applicant:** Submit this form to the licensing authority along with the license application.  
**Licensing authority:** Mail, email or fax to:  
 Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.  
 Fax: 651-556-5236. Email: cigarette.tobacco@state.mn.us

SHAREHOLDERS, OFFICERS AND DIRECTORS OF CORPORATION

HOLIDAY STATIONSTORES, INC.  
CONVERTING TO HOLIDAY STATIONSTORES, LLC

Ronald Alfred Erickson CEO  
5123 Lake Ridge Rd CFO  
Edina, MN 55436 Secretary  
Director

Richard Arthur Erickson Director  
4875 E Lake Harriet Pkwy  
Minneapolis, MN 55419

Gerald Allen Erickson President  
2630 Marshland Road Treasurer  
Wayzata, MN 55391

Charles Erickson Pihl Director  
1085 Tamarack Drv  
Orono, MN 55356

Lynn Michelle Anderson Ass't. Secretary  
12620 Resden Rd  
Plymouth, MN 55441

Brian Alan Erickson Director  
5209 Schaefer Rd  
Edina, MN 55436

James Robert Hupp Ass't Secretary  
5422 Grand Ave S  
Minneapolis, MN 55419

Arthur Theodore Erickson, II Director  
1695 Hunter Dr  
Wayzata, MN 55391

Neal David Erickson Director  
5980 Pine Grove Rd  
Edina, MN 55436

Holiday Companies  
Sole Shareholder  
4567 American Blvd W  
Bloomington, MN 55437-1123  
Phone#: 952/830-8700  
Date of Incorporation: 12/30/1992  
FEIN: 41-1736907

HOLIDAY COMPANIES OWNS 100% OF THE SHARES OF HOLIDAY STATIONSTORES, INC.

# Certificate of Compliance

## Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

**Print in ink or type**

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number (952)830-8700	Alternate telephone number (952)830-8046
-----------------------------------------------	--------------------------------------------	---------------------------------------------

Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.) Holiday Stationstores, Inc., converting to LLC

DBA ("doing business as" or "also known as" an assumed name), if applicable

Business address (must be physical street address, no P.O. boxes) 5970 Hwy 61 N	City White Bear Township	State MN	ZIP code 55110
County Ramsey	Email address jim.hupp@holidaycompanies.com		

**You must complete number 1 or 2 below.**

**Note:** You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

**1.  I have a workers' compensation insurance policy.**

Insurance company name (not the insurance agent)  
New Hampshire Insurance Co.

Policy number 23102469	Effective date 4/1/2017	Expiration date 4/1/2018
---------------------------	----------------------------	-----------------------------

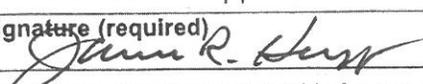
**I am self-insured for workers' compensation.** (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see [www.mn.gov/commerce/industries/insurance/licensing/self-insurance](http://www.mn.gov/commerce/industries/insurance/licensing/self-insurance).)

**2. I am not required to have workers' compensation insurance because:**

- I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)
- I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)
- I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name James R. Hupp	Applicant signature (required) 	Title Assistant Secretary	Date 12/7/2017
-----------------------------	-----------------------------------------------------------------------------------------------------------------------	------------------------------	-------------------

If you have questions about completing this form or to request this form in Braille, large print or audio, call (651) 284-5032 or 1-800-342-5354.



**Town Board Meeting  
December 18, 2017**

**Agenda Number:** 7V – General Business

**Tobacco License Renewals**

**Subject:** Bald Eagle Investments – Approve 2018 Tobacco License for Bald Eagle Investments, 5960 Highway 61

**Documentation:** Staff Memo w/ attachments

**Action / Motion for Consideration:**

Receive Information / Discuss

Based on Staff Review & Recommendation Approve the renewal of the 2018 Tobacco License for Bald Eagle Investments, 5960 Highway 61 for the Period of January 1, 2018 through December 31, 2018

## MEMORANDUM

**TO:** TOWN BOARD  
**FROM:** PATTI WALSTAD  
**DATE:** DECEMBER 14, 2017

**SUBJECT: 2017 TOBACCO LICENSE RENEWALS**

Pursuant to Ordinance No. 69 (Tobacco), the following information is required prior to license renewal:

	<u>Application Rec'd With License Fee</u>	<u>Background Check Rec'd*</u>	<u>Insurance Rec'd</u>
Holiday Stationstores, Inc. 5970 Highway 61	Yes	Yes	N/A
White Bear Township Holiday 1150 County Road J	Yes	Yes	N/A
Cub Foods 1059 Meadowlands Drive	Yes	Yes	N/A
Bald Eagle Investments 5960 Highway 61	Yes	Yes	N/A

### **Requested Action:**

Approve the Tobacco License Renewals for the following businesses for the period of January 1, 2018 through December 31, 2018.

\* Checks have not been received however all Applicants are the same as in previous years & were clear.

PSW/s  
cc:admin/add.file  
b:2018toblicensechart



WHITE BEAR TOWNSHIP  
1281 Hammond Road  
White Bear Township, MN 55110  
Phone: 651-747-2750  
Fax: 651-426-2258  
[www.whitebeartownship.org](http://www.whitebeartownship.org)

RECEIVED

DEC 13 2017

TOWN OF WHITE BEAR

### TOBACCO LICENSE APPLICATION

License Fee \$100.00

#### APPLICANT INFORMATION

Full Name: Alm Larry Michael  
Last First Middle

Residential Address: 2372 Leibel St.  
Street Address Unit #

White Bear Twp MN 55110  
City State ZIP Code

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

#### BUSINESS INFORMATION

Business Name: Bald Eagle Investments

Business Address: 5960 Highway 61  
Street Address Suite / Unit #

White Bear Twp MN 55110  
City State ZIP Code

Contact Person: Larry Alm Business Phone: 651-773-8780

Cell Phone: 612-270-5655 E-Mail Address: Southwind.accounting@comcast.net

Enclosed is the Sum of \$100.00\*\* requesting that a tobacco license be granted pursuant to Town ordinance #69. The tobacco license is valid January 1<sup>st</sup> to December 31<sup>st</sup> of each year. Upon license being granted, the undersigned acknowledges that this application has been read, the above is correct and agrees to comply with all ordinances, rules and regulations of White Bear Township.

Applicant Signature: [Signature] Date: 12/11/17



WHITE BEAR TOWNSHIP  
1281 Hammond Road  
White Bear Township, MN 55110  
Phone: 651-747-2750  
Fax: 651-426-2258  
[www.whitebeartownship.org](http://www.whitebeartownship.org)

## BACKGROUND INVESTIGATION CONSENT RELEASE

Date: \_\_\_\_\_

Name of Applicant: Larry Alm

Maiden, Alias or Former Name (s): \_\_\_\_\_

Address: 2372 Leiblel Street WBT MN 55110

Date of Birth: 12-20-55

Driver's License Number: K90118363681

I hereby authorize the Town of White Bear and the Ramsey County Sheriff's Department to release criminal history data, as defined by Minnesota Statute 13.87, subd. 1 and driver's license and traffic record data. I understand that some of this data may be classified as private data under Minnesota Statutes and I hereby give my informed consent to the release of that private data. This consent for the release of data is for the purpose of determining my suitability for obtaining a Tobacco License in the Town of White Bear. This information cannot be used for any other purpose.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TENNESSEN WARNING:** In connection with your request for a tobacco license, the Township has asked that you provide information about yourself which may be classified as private, confidential, nonpublic, or protected nonpublic under the Minnesota Government Data Practices Act. This means that this data is not ordinarily available to the general public. Accordingly, the Township is required to inform you of the following:

1. The purpose and intended use of the information requested is to determine if you are eligible for a license from the Town of White Bear.
2. You are not legally obligated to supply the requested information.
3. The known consequences of supplying the requested information is that the information or further investigation could disclose information which could cause your application to be denied.
4. The known consequences of refusing to supply the requested information is that your request for a license cannot be processed.
5. A criminal charge, arrest, or conviction will not necessarily bar you from obtaining a license with the Township, unless the conviction is related to the matter for which the license is sought, according to Minnesota Statute 364.03. However, failure to reveal the requested criminal information will be considered falsification of the application and may be used as grounds for the denial of the application.
6. Other governmental agencies necessary to process your application are authorized by law to receive the information provided.
7. The Township is required by law to furnish some of this information to the Department of Labor and Industry and the Minnesota Commissioner of Revenue.

The undersigned, by signing this notice, acknowledges that he/she has read and understood the contents of this notice and has received a copy of this notice.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**License Application to Make Retail Sales of Cigarette and Other Tobacco Products**

To be completed by applicant when applying for a license with a city or county.

FOR MUNICIPAL USE ONLY

Applicant's Minnesota Tax ID Number  
**3118229**

The Minnesota Tax ID must be issued in the same legal name of the licensee below.

License Authority
License Number
Period Covered
Date of Issuance

**Cigarettes/tobacco products will be sold** (a separate license is required for each location or vending machine):

Over Counter       Through Vending Machine       Both

Print or Type

Licensee's Legal Name <b>Bald Eagle Investments LLC</b>	Federal Employer ID Number (FEIN)
Business Trade Name (doing business as) <b>Bald Eagle</b>	Daytime Phone
Complete Address of Business Location (permit location) <b>5960 Highway 61</b>	Other Phone Number
City <b>White Bear Township</b>	Fax Number
Mailing Address (if different than business address) <b>2372 Leibel St WBT</b>	Email Address

Business Information

**Type of legal organization** (check one):

Sole proprietor       Minnesota corporation: Enter date of incorporation **2013**

Partnership       Out-of-state corporation: State of incorporation \_\_\_\_\_

Other (describe) \_\_\_\_\_      Are you registered to do business in Minnesota?  Yes     No

**Corporate officers or partners** (attach a list if necessary)

Name	Title	Address	City	State	ZIP Code

Statement of Understanding

**As a licensed tobacco products or cigarette retailer, I understand that:**

- I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
- I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
- I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
- I may not purchase from or exchange cigarettes or tobacco products with another retailer.
- I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
- I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
- I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Sign Here

Licensee Signature	Title	Print Name	Date	Daytime Phone
Licensing Agent's Signature	Title	Print Name	Date	Daytime Phone

**License applicant:** Submit this form to the licensing authority along with the license application.

**Licensing authority:** Mail, email or fax to:  
Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.  
Fax: 651-556-5236. Email: cigarette.tobacco@state.mn.us

# Certificate of Compliance Minnesota Workers' Compensation Law

**THIS FORM MUST BE COMPLETED BY THE BUSINESS LICENSE APPLICANT**

**PRINT IN INK or TYPE.**

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

	BUSINESS TELEPHONE NO. <u>651-773-8780</u>	FAX TELEPHONE NO.
--	-----------------------------------------------	-------------------

LICENSE or CERTIFICATE NO (if applicable)

BUSINESS NAME (Use the person(s) name if business structure is sole proprietor or partnership (i.e., John Doe, or John Doe and Jane Doe), otherwise it is the legal name of the business entity.) Bald Eagle Investments LLC

DBA ("doing business as" or also known as an assumed name) (if applicable)  
Bald Eagle Gas and Liquor

BUSINESS ADDRESS (must be physical street address, no PO boxes) <u>5960 Hwy 161</u>	CITY <u>White Bear Township</u>	STATE <u>MN</u>	ZIP CODE <u>55110</u>
COUNTY <u>Ramsey</u>	E-MAIL ADDRESS <u>Southwind.Accounting@comcast.net</u>		

**YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below.**

### NUMBER 1 – Workers' compensation insurance policy information

INSURANCE COMPANY NAME (not the insurance agent) <u>West Bend Mutual Insurance</u>	NAIC Number
POLICY NO. <u>WCN1897770</u>	EXPIRATION DATE
EFFECTIVE DATE	

### NUMBER 2 – Reason for exemption from workers' compensation insurance

If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, contact 651.284.5032 or 1-800-342-5354.

- I have no employees. (See Minn. Stat. § 176.011, subd. 9 for the definition of an employee.)
- I am self-insured for workers' compensation (attach a copy of the authorization to self-insure from the Minnesota Department of Commerce).
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered:

Other: \_\_\_\_\_

I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.

PRINT NAME

APPLICANT SIGNATURE (required) 	TITLE <u>Owner</u>	DATE
-----------------------------------------------------------------------------------------------------------------------	-----------------------	------

NOTE: You must notify us if there is any change to your Workers' Compensation Insurance Information or Employee Status Change by resubmitting this form. This material can be made available in different forms, such as large print, Braille or on



**Town Board Meeting  
December 18, 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