



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

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

AGENDA REGULAR & ORGANIZATIONAL TOWN BOARD MEETING JANUARY 17, 2018

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 January 3, 2018 (Additions/Deletions).
 5. **Consent Agenda:**
 - A. **Bank Depository Designation** – Based on Staff Review & Recommendation Designate Institutions Outlined in the Staff Memo & Adopt Resolution Designating Persons to handle Township Bank Accounts.
 - B. **Columbus Day** – Adopt Resolution Not Recognizing Columbus Day as a Holiday.
 - C. **Friday After Thanksgiving** – Adopt Resolution Recognizing the Friday After Thanksgiving as a Holiday.
 - D. **I-35E Corridor** – Adopt Resolution to Participate in the I-35E Corridor Management Team for 2018.
 6. **Old Business:**
 - A. **Board of Appeals & Adjustment** - Hearing Request.
 7. **New Business:**
 - A. Carter Johnson, White Bear Press to Attend.
 - B. Jerry Hromatka, NYFS to Attend.
- Building Inspector Item:**
- C. **4th Quarter Construction Report.**



recycled paper

Public Works Director Item:

- D. **Sanitary Sewer Line Televising** – Approve Quote.

Town Planner Item:

- E. **Independent Contractor Agreement - Township Day** – Approve Agreement for 2017.

General Business:

- F. **Labor Agreement Between White Bear Township & International Union Of Operating Engineers Local 49** – Approve.
G. **2018 Non-Union Cost of Living Adjustment** – Approve.
H. **Executive Meeting** – Consider Rescheduling January Executive Meeting & Possibly Call Special Town Board Meeting to Attend DNR Meeting.

8. **Organizational Meeting:**

2018 Appointments, Etc.

- A. **Town Board Appointments:**
Chair/Vice Chair
Clerk-Treasurer
Finance Officer/Deputy Treasurer
- B. **Township Officials:**
Building Official/Code Enforcement/Compliance Official
Hearing Officer
Economic Development Coordinator
Public Works Director
Town Planner
Fire Marshall/Fire Chief
Assistant Weed & Tree Inspectors
- C. **Advisory Commission Liaisons.**
- D. **Representatives to Organizations.**
- E. **Professional Services Appointments:**
Town Attorney
Town Engineer
Town Auditor
Financial & Bonding Advisors
Environmental Consultants
Animal Control Officer
Electrical Inspector

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Recording Secretary
Cable Technician
Town Arborist
Town Veterinarians

- F. **Roberts Rules of Order** – Adopt as Rules of Conduct for Meetings
 - G. **Official Posting Places** – Designate Official Posting Places
 - H. **Official Newspaper** – Designate Official Newspaper
 - I. **Establish Meeting Dates** – Town Board / Ratify EDA Meeting Dates
 - J. **Advisory Boards / Commission Members / Service Providers** – Recognize Service.
-
- 9. **Added Agenda Items.**
 - 10. **Open Time.**
 - 11. **Receipt of Agenda Materials & Supplements.**
 - 12. **Adjournment.**



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 1 - 2 - 3 - 4

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

Approval of January 17, 2018 Agenda

Approval of Payment of Bills

Approval of Minutes of January 3, 2018 Town Board Meeting

Documentation: January 17, 2018 Agenda
January 3, 2018 Town Board Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	January 17, 2018 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	January 3, 2018 Town Board Minutes

**MINUTES
TOWN BOARD MEETING
JANUARY 3, 2018**

The meeting was call to order at 7:01 p.m.

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

APPROVAL OF AGENDA (Additions/Deletions): Ruzek moved to approve the agenda with the following amendment: Consent Agenda Item 5B) Add: to Include Distance Between Signs. Prudhon seconded. Ayes all.

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

APPROVAL OF TOWN BOARD MINUTES OF DECEMBER 18, 2017: Ruzek moved approval of the Town Board Minutes of December 18, 2017. Prudhon seconded. Ayes all.

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5A) Approve 2018 Agreement with Northeast Youth & Family Services; 5B) Refer Ordinance No. 33 (Sign) Amendments to Town Attorney for Review to Include Distance Between Signs; 5C) Authorize Town Attorney to Research Cost of Recovery for Recurring Code Violations at Same Address; 5D) Authorize the Finance Officer to Contact Roseville IT to Establish Email Addresses for the Town Board Members; 5E) Planning Commission Appointments: 1) Appoint Steve Swisher to Fill an Unexpired Term Through April 30, 2018 and; 2) Monica Loes to Fill an Unexpired Term Through April 30, 2018; 5F) Park Board Appointments: 1) Appoint Jason DeMoe to Fill an Unexpired Term Through April 30, 2018 and; 2) Erik Josephson to Fill a Vacant Term Through April 30, 2020; 5G) Utility Commission: Appoint George Fredericks to Fill a Vacant Term Through April 30, 2020; Public Safety Commission: Appoint Mark Griffin to the Alternate Position on the Commission. Prudhon seconded. Ayes all.

7:10 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE REQUEST AT 1651 GARDEN LANE – RENEWAL:

The Public Hearing was held at 7:11 p.m. Ruzek moved to waive the reading of Public Notice noting that proper publication was made. Prudhon seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

The Clerk reported that Amy Chester, 1651 Garden Lane applied for a Special Three Dog License on September 18, 2017. There were five dogs at the residence at that time. Two of the dogs belonged to Amy Chester's father, who was no longer able to take care of the dogs. One of the dogs, Missy, is very old, near blind, has no teeth, and does not bark. The Board approved a Special Three Dog License until December 4, 2017, to allow the applicant time to meet the conditions of relocating the fifth dog, an American Eskimo by December 4, 2017. The American Eskimo has been relocated. Another condition was to obtain a statement from the veterinarian regarding Missy, the fourth dog's health condition. Amy Chester provided correspondence from the veterinarian to the office today. The veterinarian's observations are that Missy is very elderly and has health complications. The Animal Control Officer performed a site inspection on November 28, 2017. The dogs were found to be well groomed and appeared healthy. Access to potable water, quality food, leashes and shelter conditions were all found to be acceptable. The report included that the west fence has plastic slats installed as required.

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TOWN BOARD MEETING
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Ruzek moved, based on staff review and recommendation to approve the request for the renewal of the Special Three Dog License at 1651 Garden Lane through March 31, 2020, subject to the following conditions: 1) This Special Three Dog License shall be limited to the dogs currently residing at the home; 2) All dogs shall have current licenses obtained by White Bear Township; 3) All Dogs shall have current rabies vaccinations; 4) The premises shall be cleaned of all feces on a daily basis. Unreasonable noise, odors or other annoyances shall be prohibited for the protection of public health and safety; 5) White Bear Township reserves the right to revisit action to approve this Special Three Dog License if complaints are received during the license period; 6) When Missy, the 10 year old Chihuahua dies, she shall not be replaced with a fourth dog; 7) Applicant will control the barking by having someone with the dogs when they are let out in the yard or bark collars, or other workable solutions; 8) State, Federal and local laws and ordinances shall be complied with. Prudhon seconded. Ayes all.

BOARD OF APPEALS & ADJUSTMENTS – OUTLINE PROCEDURE: The Town Attorney provided an outline of procedure for the Board of Appeals & Adjustments. He stated that the 60 day time period cannot be established for a Board of Appeals and Adjustments hearing since information has not been received from the applicant.

Ruzek moved to receive the application for appeals and adjustments noting that the applicant has stated that additional information will be forthcoming. Prudhon seconded. Ayes all.

Ruzek moved to refer the application to the Town Attorney for review and opinion on appropriate action. Prudhon seconded. Ayes all.

Nathan Haase appeared at the meeting after the meeting was ended. He was informed that the Town Board has formally received his request for appeals and adjustments. No action can be taken on the request itself due to lack of a complete application (more information to be provided by applicant). The second action taken tonight was to refer the matter to the Town Attorney for review and opinion for appropriate action. The matter will be reviewed on January 17, 2017. Nathan Haase reported that he is evaluating his request and drafting a more thorough analysis of his situation. Kermes informed Nathan Haase that once that task has been completed the 60-day clock, if appropriate, starts.

COMPREHENSIVE PLAN – AUTHORIZE TKDA TO SUPPLY NECESSARY DATA TO THE TOWNSHIP TO COMPLETE THE COMPREHENSIVE PLAN UPDATE: The Town Engineer reported that the Town Board authorized Hoisington Koegler Group, Inc. to prepare the Comprehensive Plan update. Their proposal did not include preparing the Transportation, Sanitary Sewer, Watermain or Storm Sewer data for the Plan update. The Planner and Public Works Director will be preparing and updating the Transportation portion of the Plan using data they are receiving from Ramsey County including the TAZ (traffic assignment zone) reports. HKgi and Town staff are not able to provide the technical data of the remaining portions of the Plan. TKDA has received a letter of required documentation for the Plan from HKgi. TKDA has reviewed this request with Town Staff and will follow the System Statements developed by the Metropolitan Council to perform the work. The work will address the sanitary sewer capacity in the Centerville Road main that both North Oaks and Lino Lakes are planning to use. The work will be substantially completed for the Township Annual meeting presentation. TKDA will finish

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JANUARY 3, 2018

the requirements following the meeting's comments. TKDA would obtain the necessary existing documentation to prepare the sanitary sewer, watermain, and storm sewer updated data, charts and maps for an amount not to exceed \$22,500. This information will then be incorporated into the Plan update. The funding for this activity will come from the Sanitary Sewer, Water, and Storm Funds. Kermes asked if the information provided to Hoisington Koeigler Group from TKDA will be incorporated into the Comprehensive Plan by HKgi. The Clerk stated it would, as part of their Scope of Services. Kermes asked if North Oaks and Lino Lakes will participate in TKDA's cost for preparing the information for North Oaks and Lino Lakes. The Clerk stated certain capacity information will be forwarded to North Oaks and Lino Lakes but that they are not expected to have any cost participation at this time.

Prudhon moved, based on Town Engineer review and recommendation to authorize TKDA to prepare the sanitary sewer, watermain, and storm sewer update data, charts & maps to be incorporated into the Comprehensive Plan update in an amount not to exceed \$22,500 with funding from the Sanitary Sewer, Water and Storm Water Funds. Ruzek seconded. Ayes all.

WELL #5 ROOF EDGE PARAPET CAP & GUTTER REPLACEMENT – APPROVE QUOTE:

The Clerk reported that the veneer work for Well #5 was completed in December. The existing parapet cap and downspouts cannot be reused as the cap needs to be wider to cover the top course of the veneer to protect moisture from entering. Staff requested quotes from two contractors. Both provided proposals for replacing the parapet cap and gutters as specified as follows: Commercial Roofing & Sheet Metal, Inc. for \$9,890.44 and S. J. Anderson Construction for \$12,700.00. The project is identified in the 2017-2021 CIP for \$150,000.00 with funding from the Water Fund Account of the Enterprise Fund in 2017. The veneer bid was for \$130,900.00, leaving \$19,100.00 for the parapet and gutter replacement. Staff recommends the proposal from Commercial Roofing for the parapet cap and gutting replacement on the Well #5 building.

Prudhon moved, based on Public Works Director's review and recommendation to approve the quote from Commercial Roofing & Sheet Metal, Inc. in the amount of \$9,890.44 to replace the parapet cap and downspouts on the Well #5 building, with funding from the Water Fund Account of the Enterprise Fund in 2017. Ruzek seconded. Ayes all.

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

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

Ruzek moved to adjourn the meeting at 7:50 p.m. Prudhon seconded. Ayes all.

Respectfully Submitted,

William F. Short
Clerk-Treasurer

Approved as Official Meeting Minutes

MINUTES
TOWN BOARD MEETING
JANUARY 3, 2018

Town Board Supervisor

Date

DRAFT



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 5A – Consent Agenda

Subject: Bank Depository Designation – Based on Staff Review & Recommendation Designate Institutions Outlined in the Staff Memo & Adopt Resolution Designating Persons to handle Township Bank Accounts

Documentation: Finance Officer Memo / Resolution Designating Persons to Handle Bank Accounts

Action / Motion for Consideration:

As Recommended by the Town Finance Officer Designate US Bank White Bear Lake, 4700 Clark Avenue, White Bear Lake, Minnesota, as the Official depository for 2018.

As Recommended by the Town Board Office Designate the Following Institutions to Handle Township Funds:

Wells Fargo Bank
6th & Marquette
Minneapolis, MN 55479

RBC Wealth Management
601 Carlson Parkway, Suite 500
Minnetonka, MN 55305

Morgan Stanley/Smith Barney
333 South 7th Street
Suite 2600
Minneapolis, MN 55402

4M Fund
PMA Financial Network, Inc.
5301 Kyler Avenue NE, 2nd Floor
Albertville, MN 55301

UBS Financial Services, Inc.
Advisor and Brokerage Services
681 East Lake Street, Suite 354
Wayzata, MN 55391

Northland Securities, Inc.
45 South 7th Street, Suite 2500
Minneapolis, MN 55402

North Star Bank
4661 Highway 61
White Bear Lake, MN 55110

Flagship Bank Minnesota
1048 Meadowlands Drive
White Bear Township, MN 55127

Lake Area Bank
1338 East Highway 96
White Bear Lake, MN 55109

Bremer Bank
4800 White Bear Parkway
White Bear Lake, MN 55110

Adopt Resolution Designating Persons to Handle Township Bank Accounts

Ruzek Moves

Prudhon Seconds

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CONSENT AGENDA: Prudhon moved to approve the Consent Agenda as follows: 5B) Based on Staff Review & Recommendation Designate Institutions Outlined in the Staff Memo & Adopt Resolution Designating Persons to Handle Township Bank Accounts; Kermes seconded. Ayes all.

Consideration of Designation of Town's Official Depository. (TK)

A. REFERENCE AND BACKGROUND:

US Bank White Bear Lake has been the Township's official depository since 2004. During 2007 the Township began utilizing a relationship that US Bank has with the 4M Fund whereby the US Bank account became a "sweep" account into the 4M Fund. This feature allows the checking account to be zeroed on a daily basis with any idle funds automatically transferred into the 4M Fund. Staff has been satisfied with US Bank's service and the relationship with the 4M Fund and therefore, it is staff's recommendation that the Town's official depository for 2018 be:

US Bank White Bear Lake
4700 Clark Avenue
White Bear Lake, MN 55110

In addition, the Town uses the following institutions for investment of the Town's idle funds for 2016:

Wells Fargo Bank
6th & Marquette
Minneapolis, MN 5547

RBC Wealth Management
601 Carlson Parkway, Suite 500
Minnetonka, MN 55305

Morgan Stanley/Smith Barney
333 South 7th Street
Suite 2600
Minneapolis, MN 55402

4M Fund
PMA Financial Network, Inc
5301 Kyler Avenue NE, 2nd Floor
Albertville, MN 55301

UBS Financial Services, Inc.
Advisor and Brokerage Services
681 East Lake Street, Suite 354
Wayzata, MN 55391

Northland Securities, Inc.
45 South 7th Street, Suite 2500
Minneapolis, MN 55402

North Star Bank
4661 Highway 61
White Bear Lake, MN 55110

Landmark Community Bank
1048 Meadowlands Drive
White Bear Township, MN 55127

Lake Area Bank
1338 East Highway 96
White Bear Lake, MN 55109

Bremer Bank
4800 White Bear Parkway
White Bear Lake, MN 55110

I include local banks on the list in order to take advantage of certificates of deposits (CD's) that local banks offer. While we do purchase CD's through the brokerage firms, these are generally CD's from banks that are located out-of-state. Local banks are currently not offering competitive rates however we continue to watch for local opportunities. CD's purchased through local banks would be under the FDIC insured limit or sufficiently collateralized by the bank.

I would recommend the use of these firms and local area banks for the investment of idle funds for 2018. These firms and banks are aware of the Town's investment policy and have or will provide a Broker's Certification which certifies they have read and will comply with that policy.

The Town's average interest rate is 2.942% and current yield is 2.457% on cash (money markets and checking) and investments of \$9,507,982.52 as of October 31, 2017.

- A1. Budget Impact:** The only budget impact is the amount of interest earnings which is budgeted as an estimate based on last year's average cash balances and estimated interest rates.
- A2. Staff Workload Impact:** There would be no staff workloads over and above staff time already spent on this activity.

B. ALTERNATIVE ACTIONS:

- 1. Approve the institutions listed above as investment institutions for the Town and US Bank White Bear Lake as official depository for banking services for 2018.
- 2. Approve the institutions listed above as investment institutions for the Town and US Bank White Bear Lake as official depository for banking services for 2018 with some changes.
- 3. Do not approve the institutions listed above as investment institutions for the Town and US Bank White Bear Lake as official depository for banking services for 2018.

C. STAFF RECOMMENDATION:

Staff recommends to approve the institutions listed above as investment institutions for the Town and US Bank White Bear Lake as official depository for banking services for 2018.

D. SUPPORTING DATA:

None.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON JANUARY 17, 2018

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 January 17, 2018, at 7:00 p.m.

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

Supervisor Ruzek introduced the following Resolution and moved its adoption:

**RESOLUTION DESIGNATING PERSONS
TO HANDLE TOWNSHIP BANK ACCOUNTS**

WHEREAS, the Town Board must designate certain persons to sign the checks for the Township,

AND WHEREAS, the Town Board must also designate certain persons who are eligible to sign the bank account cards at various financial institutions,

AND WHEREAS, the Town Board must also designate certain persons who are eligible to wire transfer funds from one financial institution to another,

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

1. The Town Clerk is hereby authorized to sign all checks related to Township payroll and all other checks shall be signed by both the Town Board Chair and the Town Clerk. In the event of the absence of the Town Board Chair, the Town Board Vice-Chair shall be authorized to sign the checks.
2. The Town Clerk, Town Board Chair, Town Vice-Chair and Town Finance Officer are hereby authorized to sign the bank account cards at various financial institutions, on behalf of the Township.
3. The Town Clerk, Town Board Chair, and Town Finance Officer are hereby authorized to wire transfer funds from one financial institution to another, on behalf of the Township.



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 5B – Consent Agenda

**Subject: Columbus Day – Adopt Resolution Not Recognizing
Columbus Day as a Holiday**

Documentation: Resolution

Action / Motion for Consideration:

Adopt Resolution Not Recognizing Columbus Day as a Holiday

Ruzek Moves

Prudhon Seconds

Minutes
Town Board Organizational Meeting
January 23, 2017

CONSENT AGENDA: Prudhon moved to approve the Consent Agenda as follows: 5C) Adopt Resolution Not Recognizing Columbus Day as a Holiday; Kermes seconded. Ayes all.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON JANUARY 17, 2018

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 January 17, 2018, at 7:00 p.m.

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

Supervisor Ruzek introduced the following Resolution and moved its adoption:

**RESOLUTION NOT RECOGNIZING
COLUMBUS DAY AS A HOLIDAY**

WHEREAS, Christopher Columbus Day (the second Monday in October), is a mandatory holiday,

AND WHEREAS, the Town Board has the option of designating Christopher Columbus Day as a holiday for White Bear Township,

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

That the Town Board of the Town of White Bear wishes to not recognize Christopher Columbus Day as a holiday.

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

That the Town Board of the Town of White Bear wishes to not recognize Christopher Columbus Day as a holiday.

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

Whereupon said Resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Extract of Minutes of a Special meeting of the Town Board of the Town held on the 17th day of January, 2018, with the original on file in my office, and that the same is a full, true and complete transcript therefrom, insofar as the same relates to a Resolution not recognizing Christopher Columbus Day as a holiday.

WITNESS my hand as such Clerk and the Town Clerk's Seal this 17th day of January, 2018.

TOWN CLERK, TOWN OF WHITE BEAR, MINN.



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 5C – Consent Agenda

Subject: Friday After Thanksgiving – Adopt Resolution Recognizing the Friday After Thanksgiving as Holiday

Documentation: Resolution

Action / Motion for Consideration:

Adopt Resolution Recognizing the Friday After Thanksgiving as Holiday

Ruzek Moves

Prudhon Seconds

**Minutes
Town Board Organizational Meeting
January 23, 2017**

CONSENT AGENDA: Prudhon moved to approve the Consent Agenda as follows: 5D) Adopt Resolution Recognizing the Friday After Thanksgiving as Holiday; Kermes seconded. Ayes all.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON JANUARY 17, 2018

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 ins aid Town on January 17, 2018, at 7:00 p.m.

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

Supervisor Ruzek introduced the following Resolution and moved its adoption:

**RESOLUTION RECOGNIZING THE FRIDAY
AFTER THANKSGIVING AS A HOLIDAY**

WHEREAS, the Friday after Thanksgiving is not a mandatory holiday,

AND WHEREAS, the Town Board may recognize the Friday after Thanksgiving as a holiday,

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

That the Town Board of the Town of White Bear hereby recognizes the Friday after Thanksgiving as a holiday.

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

Whereupon said Resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting Clerk of the Town of White Bear, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached and foregoing Extract of Minutes of a Special meeting of the Town Board of the Town held on the 17th day of January, 2018, with the original on file in my office, and that the same is a full, true and complete transcript therefrom, insofar as the same relates to a Resolution relating to Recognizing the Friday after Thanksgiving as a holiday.

WITNESS my hand as such Clerk and the Town Clerk's Seal this 17th day of January, 2018.

TOWN CLERK, TOWN OF WHITE BEAR, MINN.



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 5D – Consent Agenda

**Subject: I-35E Corridor – Adopt Resolution to Participate in the I-35E
Corridor Management Team for 2018**

Documentation: Resolution

Action / Motion for Consideration:

**Adopt Resolution to Participate in the I-35E Corridor Management
Team for 2018**

Ruzek Moves

Prudhon Seconds

**Minutes
Town Board Meeting
January 23, 2017**

CONSENT AGENDA: Prudhon moved to approve the Consent Agenda as follows: 5E) Adopt Resolution to Participate in the I-35E Corridor Management Team for 2017; Kermes seconded. Ayes all.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON JANUARY 17, 2018

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 January 17, 2018, at 7:00 p.m.

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

Supervisor Ruzek introduced the following Resolution and moved its adoption:

**RESOLUTION TO PARTICIPATE IN THE I-35E
CORRIDOR MANAGEMENT TEAM FOR 2018**

WHEREAS, the Town of White Bear partially funded and participated in the multi-jurisdictional study of the I-35E Corridor, and the on-going Corridor Management Team;

AND WHEREAS, the Town of White Bear has committed to continue participating as a member in the I-35E Corridor Management Team;

AND WHEREAS, the Corridor Management Team will continue to monitor and advise regarding the ongoing balance of land use and transportation within the I-35E Corridor;

AND WHEREAS, continued consultant services may be needed to assist the Corridor Management Team through Corridor Management meeting attendance, from time to time;

AND WHEREAS, at such time that consulting services is advised to assist the Corridor Management Team, the consultant shall not proceed to charge for service without approval from the Corridor Management Team and the member Cities and Township;

AND WHEREAS, the Corridor Management Team has participated with local units of government including the Cities of Vadnais heights, White Bear Lake, North Oaks, Gem Lake and White Bear Township;



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 6 – Old Business

Subject: Board of Appeals & Adjustment – Hearing Request

Documentation: Memorandum from Township Attorneys /
Nathan Haase 1/4/18 Email /
Haase Appeal & Adjustment Request

Action / Motion for Consideration:

Receive Information / Discuss

Minutes
Town Board Meeting
January 3, 2018

BOARD OF APPEALS & ADJUSTMENTS – OUTLINE PROCEDURE: The Town Attorney provided an outline of procedure for the Board of Appeals & Adjustments. He stated that the 60 day time period cannot be established for a Board of Appeals and Adjustments hearing since information has not been received from the applicant.

Ruzek moved to receive the application for appeals and adjustments noting that the applicant has stated that additional information will be forthcoming. Prudhon seconded. Ayes all.

Ruzek moved to refer the application to the Town Attorney for review and opinion on appropriate action. Prudhon seconded. Ayes all.

Nathan Haase appeared at the meeting after the meeting was ended. He was informed that the Town Board has formally received his request for appeals and adjustments. No action can be taken on the request itself due to lack of a complete application (more information to be provided by applicant). The second action taken tonight was to refer the matter to the Town Attorney for review and opinion for appropriate action. The matter will be reviewed on January 17, 2017. Nathan Haase reported that he is evaluating his request and drafting a more thorough analysis of his situation. Kermes informed Nathan Haase that once that task has been completed the 60-day clock, if appropriate, starts.

MEMORANDUM

DATE: January 10, 2018
TO: Town Board, Town of White Bear
FROM: Kevin Beck
RE: Nathan Haase Appeal and Adjustment Request

The issuance of a building permit is not subject to a request for appeal and adjustment under Ordinance No. 35, § 9-8, and even if it is, the request is not timely.

Ordinance 35, § 9-8.1 provides that “[a]ppeals and adjustments to any reasonable condition *imposed by this Ordinance* may be granted where there is an error in any order, requirement, decision or determination made by the Code Enforcement Officer, by any other officer of the Town, or by the Town Board in the enforcement of *this Ordinance*.” (emphasis added).

Ordinance 35 is the Town’s zoning ordinance and, although Mr. Haase’s request discusses perceived zoning issues, the original action he seeks to appeal was not a zoning-action application but rather a building-permit application. The Minnesota Court of Appeals has held that a building-permit application is not a request relating to zoning for purposes of Minn. Stat. § 15.99. *See Advantage Capital Management v. City of Northfield*, 664 N.W.2d 421, 427 (Minn. App. 2003). The Court determined that “[i]nterpreting ‘written request relating to zoning’ to apply to zoning-application actions *rather than all land-use decisions that might be tangentially connected to zoning*” is reasonable. *Id.* (emphasis added). According to the Court, a “written request relating to zoning” is a “request to conduct a specific use of land within the framework of the regulatory structure relating to zoning or, in other words, a zoning application.” *Id.*

Using the Court’s framework, the original application submitted by Paul Wax on or about August 11, 2014 was not a zoning application; rather, it was a “Building Permit Application” for construction of a new accessory building. At most, it was a land-use request that was tangentially connected to zoning. That it was not a zoning application is underscored by the fact that the “zoning permit” portion of the application is left blank and that the permit that was ultimately issued was a “Building” permit. It is significant that Mr. Wax did not apply for a special use permit, conditional use permit, variance, or site-plan approval that related specifically to zoning. Because the original action subject was a building permit that was only tangentially connected to zoning and did not contain any conditions imposed by the Town’s Zoning Ordinance, there is no basis for the request for appeal and adjustment.

Moreover, even if there is standing for the request for appeal and adjustment, the timeline to file such an appeal has passed. In Ordinance 8, § 1-54, the Town adopted and incorporated the Minnesota State Building Code. Pursuant to Minn. Stat. § 326B.139, a person aggrieved by the final decision of a local entity as to the application of the state building code must file an appeal “within 180 days of the decision”. The building permit was issued on August 14, 2014, and the timeline to appeal must have been filed on or before February 14, 2015.

Patti Walstad

From: Bill Short
Sent: Wednesday, January 10, 2018 1:11 PM
To: Patti Walstad
Subject: FW: 4141 Oakmede Updated
Attachments: 4141 Oakmede - Updated.docx; ATT00001.htm

From: Nathan Haase [mailto:nhaase84@yahoo.com]
Sent: Thursday, January 04, 2018 10:57 PM
To: Bill Short <Bill.Short@whitebeartownship.org>
Subject: Fwd: 4141 Oakmede Updated

Bill, I updated my points and only plan to add details of case law etc and legal analysis. Please share the timeline of this process as it would be appreciated. I would like to know the cutoff for new information before the hearing date, if any. As always I am open to alternative and creative resolutions. Thanks

Sent from my iPhone

Begin forwarded message:

From: <nathan.haase@wellsfargo.com>
Date: January 4, 2018 at 10:17:41 PM CST
To: <nhaase84@yahoo.com>
Subject: 4141 Oakmede Updated

The summary constitutes the applicant requirements in the Zoning Ordinance #35 9-8.2(b). I Nathan Haase (the applicant and owner of 4133 Oakmede Ln) formally appeal the decision of the building inspector Mike Johnson to permit the accessory structure at 4141 Oakmede Ln.

1. Impervious Surface Area Violation:

Summary: The garage violates ordinance #35 8-6.8(b)(1) Impervious surface coverage of lots must not exceed 25 percent of the lot area. A Lot is a portion of land containing or capable of containing structures which excludes wetland and the drainage easement. Thus the lot is 13,400 square feet and the allowed impervious surface is 3,350 not the current 5,127 square feet.

Detail:

Per the Memorandum created by Mike Johnson the impervious area limitation of Ordinance 8-6.8(b)(1) is commonly calculated using "all the private property lot area". I contend this to be false and contrary to the requirements of the ordinance. The wording of the ordinance is as follows:

8-6.8(b)(1) Impervious surface coverage of lots must not exceed 25 percent of the lot area.

The word "Lot" is defined in in the Zoning Ordinance #35 below. The word "Parcel" which is in the ordinance is not defined in the ordinance but the plain meaning of the word is a part or portion of land. The word parcel is used in the Zoning Ordinance in various ways and reasonably affirms that a parcel is a general reference to a portion of land (large or small) with no additional consistent significance whatsoever.

3-38. LOT. A parcel of land occupied or capable of being occupied by one or more structures.

Parcel: In the law of real property parcel signifies a part or portion of land.

Source: Black's Law Dictionary (Online Version)

The above definition of Lot indicates that a Lot is "A Parcel of land" which is synonymous with portion, piece, or part of land. The land "occupied or capable of being occupied by one or more structures" completes the definition of the word "Lot". The word structure is defined in the ordinance as "Anything constructed...which require a fixed location on the ground" (see below).

3-70. STRUCTURE. Anything constructed or erected, the use of which require a fixed location on the ground or an attachment to something having a fixed location on the ground, including, in addition to buildings, carports, porches, and other building features, but not including fences, mailbox poles, newspaper box poles, public utility uses, flagpoles, lawn ornaments, paving stones, off-premises advertising signs (billboards), and retaining walls.

The information above plain meaning of the definition of "Lot" and signifies it as buildable or useable land. The ordinance also includes in the definitions the Minimum Area of Lot. The minimum area of lot is "computed exclusive of Wetlands, and Drainage Retention Areas" among other things which are not capable of containing structures or of being used and encroached on for private use.

3-40. LOT, MINIMUM AREA OF. 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.

The definition of lot used by Mike Johnson included the entire area of the property including significant portions of Wetland and a Drainage Easement which encompasses perimeter of a drainage retention area.

The negative effect of this incorrect interpretation by Mike Johnson essentially affords most property owners on Oakmede Ln nearly limitless impervious area. The only ordinances that would meaningfully restrict impervious surface on these lots would be set-backs of structures from property lines. The

purpose of the ordinance **8-6.8(b)(1)** is meant to limit and prevent sediment run-off and protect the sensitive wetland and shoreland areas. In an absurd twist of tortured logic the township has loosened restrictions on owners of shoreland and wetlands giving additional erroneous rights to harm these sensitive areas with twice or five times the impervious surface allowed on these properties as compared to neighboring properties with exactly the same amount of buildable land capable of containing structures. Exhibit 1 below shows how most property on Oakmede Ln contains both wetland and a drainage easement and Mike Johnson's interpretation of the ordinance is leading to significant increases in run-off and harmful over-development in a manner that is absurdly inconsistent with Minnesota Shoreland Management Act. The interpretation of the Zoning Ordinance #35 section **8-6.8(b)(1)** by the building inspector violates the minimum standards required by Minnesota Rule Chapter 6120.3300 which states "Only land above the ordinary high water mark level of public waters can be used to meet lot area standards". I should note that 4141 Oakmede Ln is not on public water however the building inspector also permitted the construction of an accessory structure adjacent public water at 4150 Oakmede Ln using the same flawed methodology to calculate the remaining allowed impervious surface. I have no intention making an issue of the structure at 4150 Oakmede Ln other than to illustrate the flawed methodology developed by the building inspector was used on property adjacent public water. The Shoreland Ordinance adopted by the Township was approved by the DNR in 1993 and the agreed definition of lot was the same as the one in the ordinance today **3-38** at that time. If the plain meaning of the definition of Lot in the ordinance is applied to the shoreland ordinance than the exact words in the state standards concerning only land above the ordinary high water mark being used to meet lot area standards is immaterial as in many respects the definition 3-38 and 3-40 exceed the state standards by excluding other wetlands.

2. Wetlands

Summary: The Township has long failed to meet minimum state standards concerning impervious area restrictions on public waters and has grossly misinterpreted the letter of the ordinance in an arbitrary and capricious manner concerning wetlands. The fact more harm has not occurred to wetlands in the township is only a testament to the wise culture of property developers and owners and voluntary use of well-known best practices.

Detail:

The only reason the pond behind 4141 Oakmede Ln is not a public water is because the Township of White Bear is not an incorporated area; a city. I would rather doubt a reasonable body or court would favor in any way granting special privilege to the last remaining almost fully developed township in Ramsey County to undermine the safeguards and protections of wetlands on such an absurd technicality. The valid reason to loosen the definition of public water wetlands for unincorporated areas is that most wetlands in these Minnesota townships are in little danger significant harm from encroaching development or urban sprawl as the vast majority of townships are rural. There are valid reasons to continue government as a township in an urban setting but escaping the responsibility to provide a standard of protections to wetlands in same manner required by cities that surround the township is not one of them. It would be an absurd argument on it's face say otherwise. Per Minnesota Statute 103G.005, Subdivision 15a public water wetland means... *"All types 3, 4, and 5 wetlands as defined in United States Fish and Wildlife Service (USFWS) Circular No. 39 (1971 edition), not included within the definition of public waters, that are ten (10) or more acres in size in unincorporated areas or 2.5 acres or more in incorporated areas."* The exhibit 1 below illustrates how the pond between Oakmede Ln and Park Valley Ln is not considered public water wetland but the much smaller marsh across MN Hwy 61 from the white bear shopping center is a public water wetland. The only basis for this is the fact that the town of white bear is unincorporated on account of being a township.

EXHIBIT 1



EXHIBIT 2



3. Side-lot and Nuisance to General Safety

Summary: The side lot set-back is only 8ft on the east side of the dwelling and the building inspector either knew or should have known a variance was required and permitted the dwelling expansion in 2011 without a variance. The reduced side-lot has caused years of trespassing to occur on the margins of the property line and made the owners of 4133 Oakmede less secure in their property. The vehicle traffic and trespassing has made it necessary to plan to construct a fence to keep out encroaching motor vehicles which will be at considerable expense of time and money. With no limits to the use and frequency of use on the Garage at 4141 Oakmede Ln the ordinary use of the garage constitutes a hazard to the safety of children who customarily use a rear yard as a play area and place of refuge and cannot reasonably be expected to flee from the dangers of vehicles (i.e a big shiny boat being towed

by a truck). Furthermore the slope is near or in excess of 15% (the maximum allowed for a legitimate driveway per Ordinance #8 6-12.b) to the west of the dwelling which means that vehicles entering and exiting on wet grass or snow might need to gain some required momentum to exit the rear of the property under these plausible conditions or gravel will need to be installed further compounding erosion issues. The slope, loose and potentially driving slick surface, and narrow passage is an absurd design flaw that significantly increases the likelihood of an accident. Legitimate driveways are dangerous enough for children who are too often run over while playing in front of a garage and are cause for legitimate fear to parents who rightfully keep a watchful eye so to avoid tragedy. If the garage is allowed to remain it should have significant restrictions concerning the frequency of use to mitigate the obvious dangers (i.e. seasonal storage of Boats, RV's and antique cars limited to a total of 6 passages annually (one passage is an entrance and exit from and to the front of the dwelling to the rear yard).

Detail:

The side-lot of setback of 4141 Oakmede Ln is less than the required 10ft per the table 7-1 in the ordinance. This in ordinary terms of an infraction might normally be considered De Minimis as long as the essential character and use of the property remained the same. Given the fact that it is unusual for vehicles to travel down the side of a person's home on green grass the required setback is now far more pertinent and might reasonably be viewed as valid factor in deciding the fate of the accessory structure. The fact that it was possibly De Minimis in 2011 does not remove the fact that the ordinance was violated and a variance was required at the time and absent a properly obtained variance a violation of the ordinance has occurred. One might surmise that this photo in Exhibit 3 is an unfair portrayal the scene today, however, the frequency in which the garage is used currently has no limits placed on it and daily use of the accessory structure is permitted. Please also note that the need to utilize the side lot which is conservatively 9ft to the west and 8ft to the east as a vehicle route severely limits what customary/ordinary landscaping can be installed. Further more frequent vehicle traffic over green areas will increase erosion and run-off on a lot that is already developed beyond the allowable impervious surface limit. The accessory structure is as large as a 3 car garage and frequent vehicle traffic should not be a surprise in the future; it should be very much expected. Thus increasing the dangers of which I covered in the summary.

4. Accessory Structure Height

Summary: The ordinance appears to limit the height of and accessory structure to 15ft.

Detail:

The height of the accessory structure is something of an oddity. I could easily argue it is neither customarily subordinate nor incidental. The building inspector should have known this but instead indicated that an accessory structure would need to be greater than 1000 square feet or higher than 35 feet to become non-compliant. I read 7-9.1(a) and it clearly states that an accessory structure "Shall not

exceed 15' in height". The next sentence states "accessory structures exceeding 15' in height shall conform to the minimum rear yard setback requirements of this Ordinance". This is something of a riddle but in the context of zoning it is not. The portion stating "Accessory structures exceeding 15' in height shall conform to the minimum rear yard setback requirements of this Ordinance" is very likely referring to a garage. Since customarily a garage might exceed 15 feet. When you consider that a garage in the context of zoning is also regulated as an accessory structure in certain ways and so far as setbacks is concerned. My interpretation of the ordinance is that in the event an accessory structure exceeds 15ft (i.e. an approved variance or a customary detached garage) it must meet further setback requirements. The building inspector seems to interpret the 15ft is the height limit of accessory structures as applying only to structures between 5 and 20 feet from the rear lot line and a properly built shed situated closer to the dwelling to be outside the rear setback of 20ft and can be built as high as 35ft as long as it does not exceed the height of the dwelling. In any case one of the interpretations here is right and one is wrong and one interpretation is reasonable and the other interpretation totally absurd.

3-2. ACCESSORY STRUCTURE. *A structure detached from a principal building or single family dwelling and garage on the same parcel(s) of land customarily incidental and subordinate to the principal building or single family dwelling and garage, not used for living quarters.*

7-9.1(a).1. *An accessory structure shall be located a minimum of 10' from a rear lot line in a residential zoning district, shall be incidental and subordinate to both the single family dwelling and garage, shall not be located over any drainage and utility easement **and shall not exceed 15' in height.** Accessory structures exceeding 15' in height shall conform to the minimum rear yard setback requirements of this Ordinance.*

5. Multiple Garages are Prohibited

Summary: The ordinance in multiple places reaffirms that only one garage is allowed per single family dwelling, attached or detached. The garage is attached to the dwelling and no other accessory structure meeting the definition of a garage is allowed without a Variance. A garage is allowed as an accessory structure only when no other garage exists. If a garage is present on the site of a single family dwelling then the additional accessory structure cannot be a garage. There is no room to call the structure anything but a garage as the application clearly described it as a detached garage and it's design and use today is that of a garage sheltering and storing motor vehicles.

Detail: See the ordinances below

Ordinance #35

5-7. *No permit shall be issued for the construction of more than one (1) private garage for each dwelling. Each applicant for a building permit to construct any dwelling shall be required to provide off-street parking space as provided by Ordinance No. 35.*

2-37. GARAGE, PRIVATE means a **building**, shed or enclosure or a **part thereof** designed or used for the shelter or storage of motor vehicles containing flammable fuel and having a floor area not exceeding 1,200 square feet, outside dimensions.

Building Code Ordinance #8

5-29. GARAGES – ATTACHED OR DETACHED – AND ACCESSORY BUILDINGS. Every single family dwelling shall be permitted to have one (1) garage, attached or detached, and one (1) accessory building auxiliary to the single family dwelling. The combined area of any garage attached or detached and accessory building shall not exceed 10% of the total square footage of the lot not to exceed a total combined area of 2,000 square feet. No permit shall be granted where the remaining lot, yard and density are less than the minimum percent of the green area provided in Ordinance No. 35. In no event shall an individual building exceed one thousand (1,000) square feet in area unless approved by the Town Board in accordance with Sections 5-29.A. and B. Play houses and gazebo's are not included within the term "accessory building". All accessory buildings shall be so located on property as to conform to the minimum set back requirements of Ordinance No. 35 (Zoning Ordinance) and shall be located behind the single family dwelling.

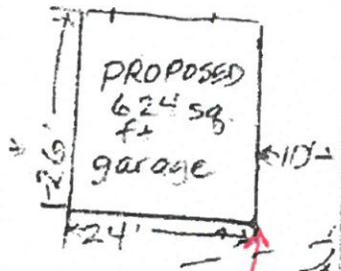
Exhibit 3:

Description on Building Permit Application:

Briefly describe work: 24' x 26' detached garage

Permit File Name Given by Building Inspector: [4141 oakmede garage permit.pdf](#)

Site plan provided by Paul Wax:



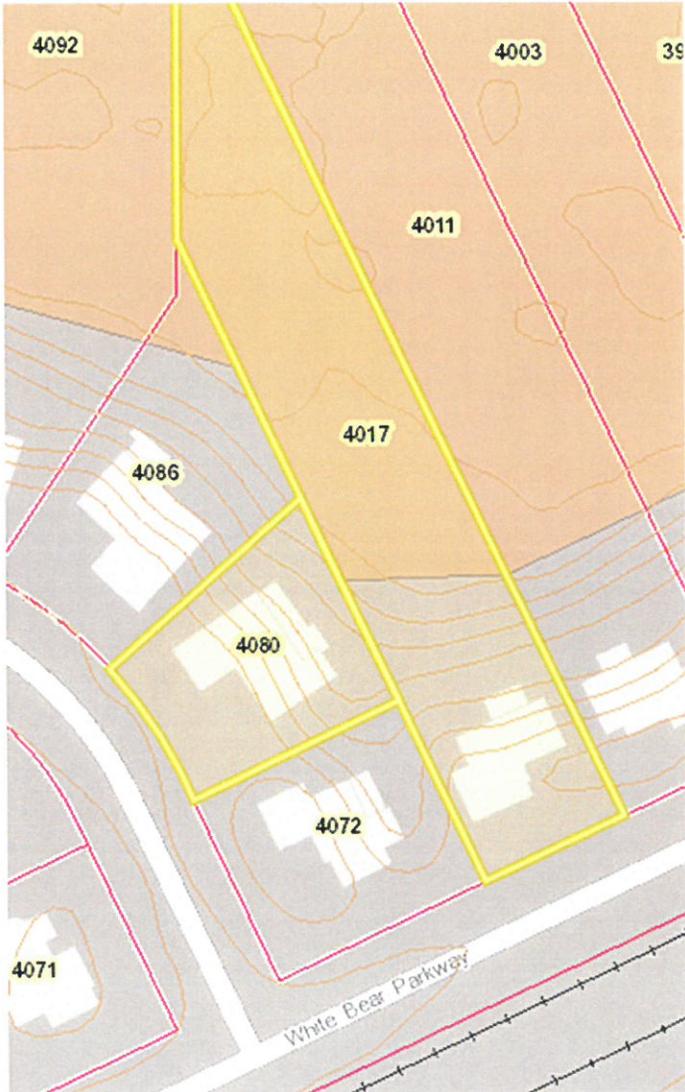
Arial View:

6. Diminished Property Values due to the inconsistent size and location of the garage.
7. The development goes against the policy of the township and building inspector had no authority or discretion to issue the permits without a variance.
8. The proximity to the wetland and the very real possibility that the wetland extends well beyond the delineation showing 20ft of separation. The same elevation on my own property contains wetlands not delineated and year 2012 topographical lines from those areas of my own wetland stretch directly to the garage where obvious signs of filling appear in the area of the former construction site. The delineated wetland is quite obviously not the full extent of the wetland. If I am wrong and truly does not begin until 20ft or 10ft from the garage, or whatever the relevant distance is, it still does not diminish the wetlands sensitivity to development. So my argument is not that the garage was built on wetland because I do not have scientific evidence to make that claim but rather that increase in activity so close to the margins of the wetland is certainly going to accelerate harm to the wetland.





9. By allowing the garage to be built and remain the township is conferring special privileges to 4141 Oakmede Ln. Driving a vehicle in a backyard with no reason at all would universally be considered a nuisance. The garage which is not allowed by the ordinance gives a reason and special privilege to behave in manner which is consistent with a nuisance.
10. No rational reason exists for the unequal treatment of similarly situated properties. Why land not available to build on should be used to confer additional rights to impervious area is bewildering and absurd in addition to being arbitrary and capricious. Ne reasonable person would presume $\frac{1}{4}$ acre of buildable land would be allowed build a structure to the edges of the setback requirements simply because they technically also own wetland.



11. The issuance of the ordinance was arbitrary and bears no reasonable relationship to the purpose of the ordinance (protecting public waters and wetlands). Increased allowable development in areas nearest to or property holding wetland and public waters is the antithesis of purpose and policy the ordinance (8-1.2. Policy).

12. Allowing second garages not customary in size and purpose of shed is an unreasonable burden on neighboring property values.



RECEIVED
DEC 29 2017
TOWN OF WHITE BEAR



APPEAL AND ADJUSTMENT REQUEST

INTRODUCTION

Appeals and adjustments to any reasonable condition imposed by Ordinance No. 35 (Zoning) may be granted where there is an error in any order, requirement, decision or determination made by the Code Enforcement Officer, by any other officer of the Town, or by the Town Board in the enforcement of this Ordinance.

Date Submitted: 12/29/17

Date Complete: _____

Applicant(s): NATHAN HAASE

Telephone (w) 612-667-8607
(c) 651-485-7561

Applicant(s) Address: 4133 Oakmeade Ln
WB TOWNSHIP 55110

Address of Site: 441 Oakmeade Ln

Action to be
Appealed:

The granting of a permit to build an
Accessory Structure in violation of the town
ordinance, and MN Standard

CHECKLIST:

Completed Application Form Including:

Fee \$35.00 & \$150.00 Expense Deposit *See Page 2

Ten (10) copies of the site plan and building plans together with all supporting data. This information shall be submitted in the following manner:

|

to be emailed to Bill Short

- The site plan data required shall be that of the applicable section which is the subject matter of the appeal and adjustment.
- Building plans shall indicate the size, location and use of all structures, and preliminary architectural plans for all structures including exterior finishes, floor plans and elevations.
- The Board of Appeals and Adjustments may require the applicant to provide additional information where such information is deemed necessary for review of the application. The Board of Appeals and Adjustments may waive any of the requirements of Section 9-8.2(b), where such information is deemed not necessary for review of the application.

REVIEW PROCESS:

_____ Date application for appeals and adjustment transmitted by the Town Clerk to the Board of Appeals and Adjustments. (Sixty (60) days after filing. In the interim, the Town Clerk shall forward the copies of the application to the appropriate staff and consultants for review and comment.)

_____ Date forwarded to the Planning Commission for its review and recommendation.

_____ Date the Board of Appeals and Adjustments scheduled a public hearing for. A notice of the time, place and purpose of the public hearing shall be given by mail to the applicant and shall be published in the official newspaper of the Town, at least ten (10) days prior to the day of the hearing.

_____ Date of decision in writing within forty-five (45) days after the proceedings have been closed. Such decision shall be consistent with the provisions of this Ordinance.

* It is the policy of the Town of White Bear that all identifiable costs associated with Appeal and Adjustment requests within the Town shall be the sole responsibility of the owner of said property. The costs shall include, but are not limited to: Town Planning review costs (reports, meetings, site review), engineering review costs, legal costs, (preparation of hearing notes, legal research, certification costs), publication costs (notice of hearing), reapportionment of assessments (engineers report), mailings and Ownership Reports (ownership/encumbrance).

Prior to the final decision by the Board of Appeals and Adjustments, all expenses to date shall be paid by the owner. Subsequent expenses not paid at the time of the decision (due to billings by consultants, etc.), shall be due upon receipt of a billing from the Town.

Expenses deemed by the Board to be the responsibility of the Town shall not be charged to an owner or applicant at the direction of the Town Board.



12/29/2017
Date

Signature of Applicant(s)



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 7A – New Business

Subject: Carter Johnson, White Bear Press to Attend

Documentation: None

Action / Motion for Consideration:

Carter Johnson Presentation



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 7B – New Business

Subject: Jerry Hromatka, NYFS to Attend

Documentation: None

Action / Motion for Consideration:

Jerry Hromatka Presentation



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 7C – New Business

Building Inspector Item:

Subject: 4th Quarter Construction Report

Documentation: Reports

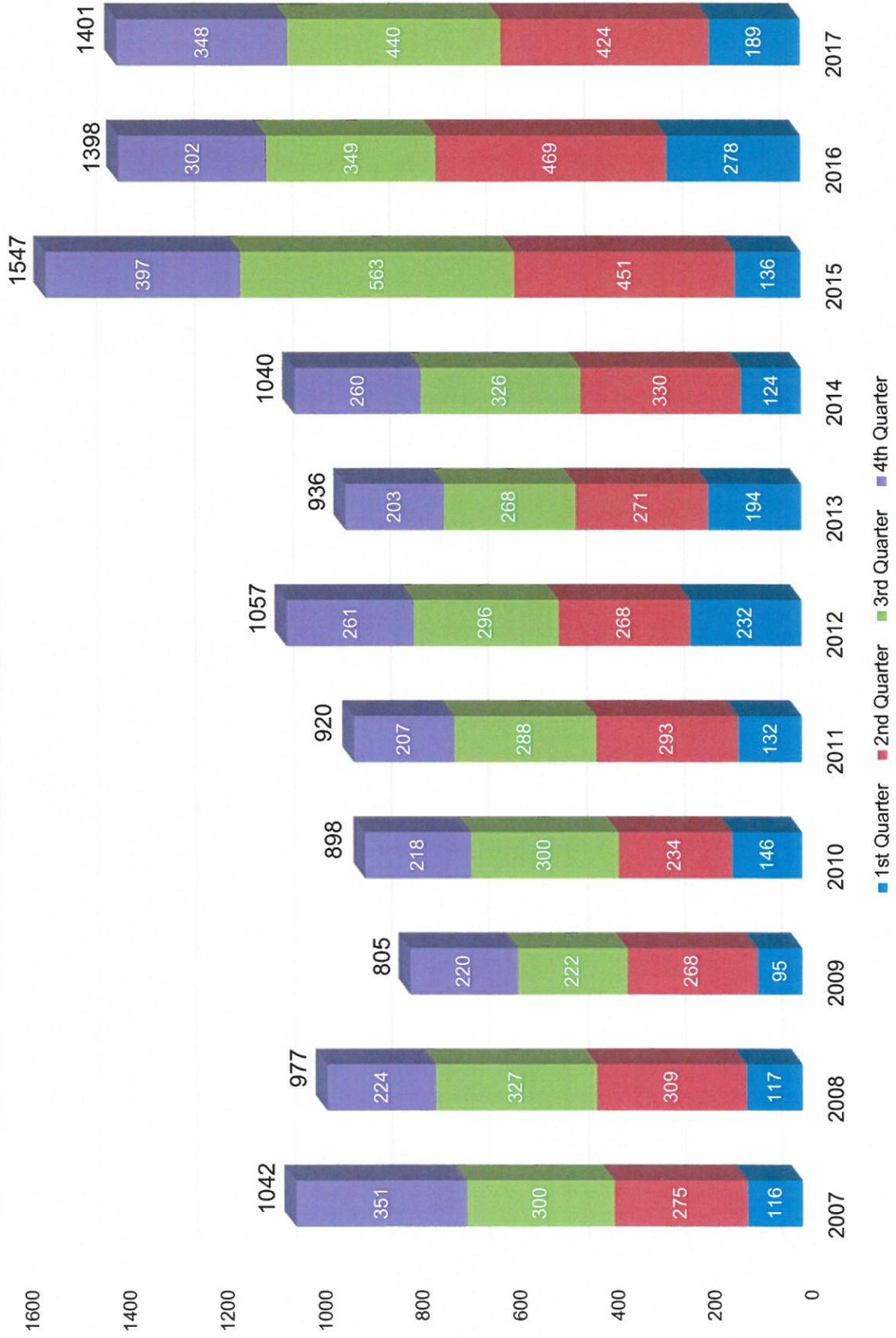
Action / Motion for Consideration:

Building Inspector Report at Meeting / Discuss

White Bear Township Construction Activity Report

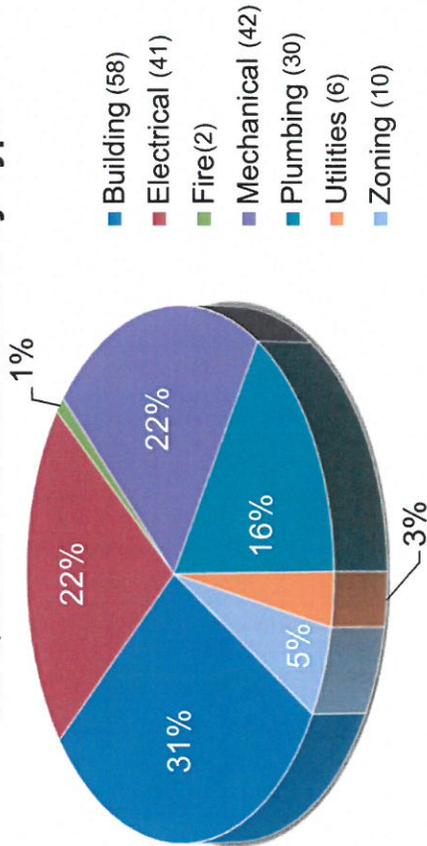
<u>BUILDING PERMIT</u>	DECEMBER 2017		2017 YEAR TO DATE		2016 YEAR TO DATE	
	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
<u>HOUSING</u>						
SINGLE FAMILY	-	-	22	5,143,000	14	3,871,456
TOWN HOME	-	-	-	-	-	-
TOTALS	-	-	22	5,143,000	14	3,871,456
<u>MISCELL. RESIDENTIAL</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
REMODEL & ADDITIONS	3	19,807	73	1,997,843	63	1,855,095
SIDING, ROOF. & WIND.	11	153,216	393	3,826,112	401	3,645,616
DECKS	-	-	37	209,060	31	169,004
SWIMMING POOLS	-	-	2	2,000	1	10,000
ACCESSORY BLDG	-	-	14	251,200	7	58,450
OTHER	1	7,000	20	596,707	26	177,171
TOTALS	15	180,023	539	6,882,922	529	5,915,336
<u>COMMERCIAL</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
PUBLIC BUILDINGS	-	-	2	135,800	1	4,455
INDUSTRIAL	-	-	-	-	-	-
BUSINESS	-	-	3	3,525,000	2	2,300,000
REMODEL & ADDITIONS	1	10,000	6	420,000	5	1,290,400
OTHER	-	-	7	289,500	6	553,600
TOTALS	1	10,000	18	4,370,300	14	4,148,455
<u>MISCELLANEOUS</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMITS</u>	<u>VALUATION</u>
DEMOLITION	-	-	4	-	5	-
<u>TOTALS</u>	16	190,023	583	16,396,222	562	13,935,247
PERMIT REVENUE		\$ 1,947		\$ 141,959		\$ 122,176

White Bear Township Total Number of Permits Issued by Year

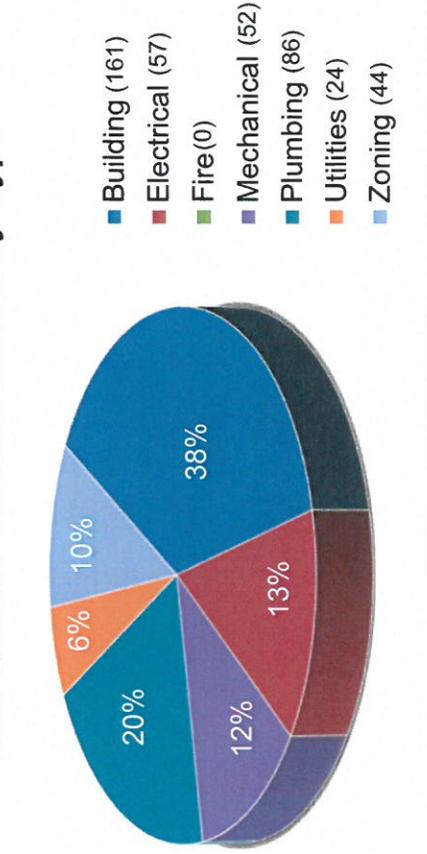


2017 WHITE BEAR TOWNSHIP PERMITS

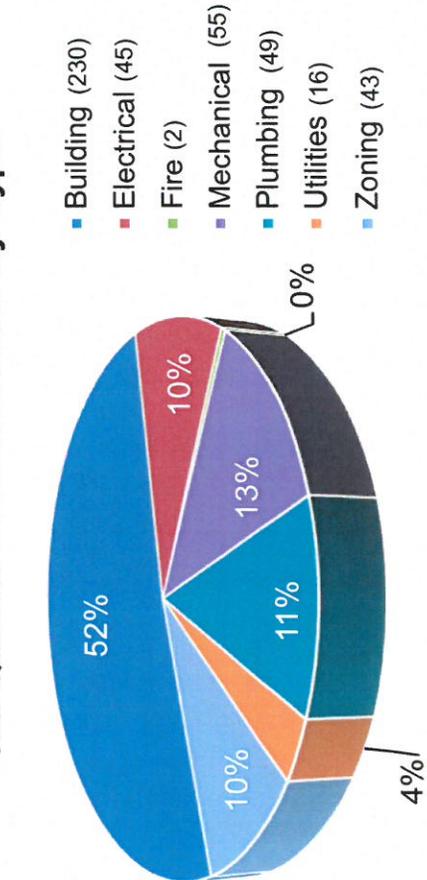
1st Quarter Permits Issued by Type



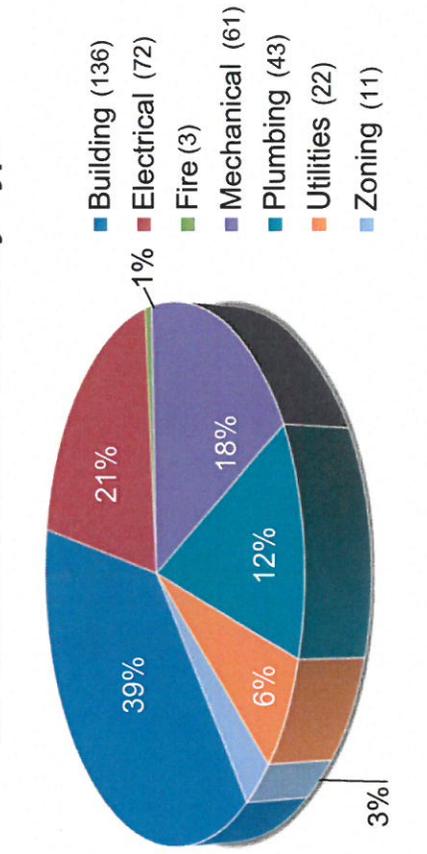
2nd Quarter Permits Issued by Type



3rd Quarter Permits Issued by Type



4th Quarter Permits Issued by Type





**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 7D – New Business

Public Works Director Item:

Subject: Sanitary Sewer Line Televising – Approve Quote

Documentation: Public Works Director Memo w/attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Public Works Director Review & Recommendation Approve the Quote from Visu-Sewer for Televising & Reporting of the Area Referenced on the Maps Attached in the Amount of \$6,028.80 With Funding From the Sewer Operating Fund & Authorize Execution by the Town Board Chair

MEMORANDUM

Date: January 8, 2018

To: Town Board

From: Dale Reed, Public Works Director

Re: Sanitary Sewer Line Televising Quote Approval

As part of the Townships infrastructure management program the Town televises the sanitary sewer mainlines to:

- determine the pipe's structural condition,
- evaluate for infiltration leaks (water flowing into the pipe from joints, cracks, and service line connections) to assist in addressing the Infiltration/Inflow exceedance identified by the Metropolitan Council Environmental Services (MCES) and,
- provide information on the cleanliness of the pipe to assist in determining adjustments to the cleaning frequency of the system.

The Township has approximately 58 miles of sanitary sewer mainline of which 11 miles is Vitreous Clay Pipe (VCP) that was installed in the 1960's and early 1970's. The remaining sanitary sewer mainline pipe is Reinforced Concrete Pipe (RCP), High Density Poly Ethylene (HDPE), Plastic Vinyl Coated (PVC), and some ductile iron used in sanitary sewer forcemain applications.

The Town is continuing its televising program to identify potential Inflow/Infiltration (I/I) remediation work. This work will be applied to the 2018 work plan to meet the requirements of the Metropolitan Council Environmental Services (MCES) surcharge program. The sanitary sewer lines to be televised include Cottage Avenue, Prospect Avenue, Lakeview Avenue, and the easement line running east along the northerly portions of the aforementioned streets to Lift Station #3 (see attached maps).

The Town has received two (2) quotes for televising the sanitary sewer main line pipe shown on the attached maps. Quotes were received from Visu-Sewer for \$6,028.80, and Hydro Klean for \$8,321.20. Public Works and the Town Engineer are recommending that the Town Board award the work to Visu-Sewer. Visu-Sewer has previously televised and lined the Co. Rd. H-2 easement sanitary sewer main line and we were satisfied with their work.

Funding for the televising would be provided from the Sewer Operating Fund.

Board action requested is to approve the quote from Visu-Sewer for televising and reporting of the area referenced in the maps for \$6,028.80.



Proposal

To: Dale Reed
White Bear Township
1281 Hammond Rd
White Bear Township, MN 55110
651-747-2777

From: Todd Stelmacher
Visu-Sewer, Inc
3155 104th Lane NE
Blaine, MN 55449
612-741-9357

Date: 12/22/2017

Project: Sanitary Sewer CCTV Inspection

Visu-Sewer is pleased to offer the following service:

CCTV inspection of approximately 3,840 linear feet of 8" sanitary sewer lines, in White Bear Township. This includes the pipe segments on Cottage, Prospect, Lakeview, and the segment from MH 699 to Lift Station #3. The proposal cost includes DVD's, inspection reports with PACP codes, and one (1) pass with a jet truck for light cleaning prior to televising. Note: if needed, reverse set-ups, root cutting, removal of protruding taps and reaming of mineral deposits will be completed at \$325.00 per hour. Easement lines and heavy cleaning will be quoted individually.

Price - \$1.57 per linear foot
(Based on a minimum of 3,840 linear feet)

White Bear Township shall provide access to all manholes, water for our jet truck from nearby hydrants (without charge), a dump site for captured debris, and traffic control beyond cones and signs. Visu-Sewer will provide labor and equipment to complete the project.

Thank you for the opportunity to quote on this project. If you have any questions please do not hesitate to contact us at 800-876-8478.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____

www.visu-sewer.com

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Des Moines, IA

Mankato, MN

Rogers, MN

Sioux Falls, SD

Watertown, SD

PROPOSAL

Bill To:

White Bear Township
 1281 Hammond Road

White Bear Township, MN 55110

Ship To:

White Bear Township
 1281 Hammond Road

White Bear Township, MN 55110

Date	Expires
1/4/2018	3/5/2018
Hydro-Klean Quote Number	Delivery / Availability
QTE040401	As Schedule Permits
Prepared By	
John Bluntach	
Freight On Board	
Rogers, MN	
Terms	
Net 30	

Quantity	Units	Description	Price	Amount
----------	-------	-------------	-------	--------

Projected probable project cost to perform the following tasks on a unit cost basis: TV and Clean 3840 LF of 8" Sanitary Sewer. Manholes must be exposed and accessible. The city must supply water for cleaning operation. Debris must be hauled to Pigs Eye WWTP
 Variations in the work scope will require execution of a change order.

1.00	Each	Mobilization for Jet/Vac and crew	\$489.00	\$489.00
1.00	Each	Mobilization for TV Van and crew	\$421.00	\$421.00
3840.00	Foot	Jet/Vac Cleaning of 3,840 lf of 8" Sanitary Sewer	\$1.09	\$4,185.60
3840.00	Foot	Televising 3,840 of 8" Sanitary Sewer	\$0.84	\$3,225.60

*NOTE: Proposal does not include any applicable taxes

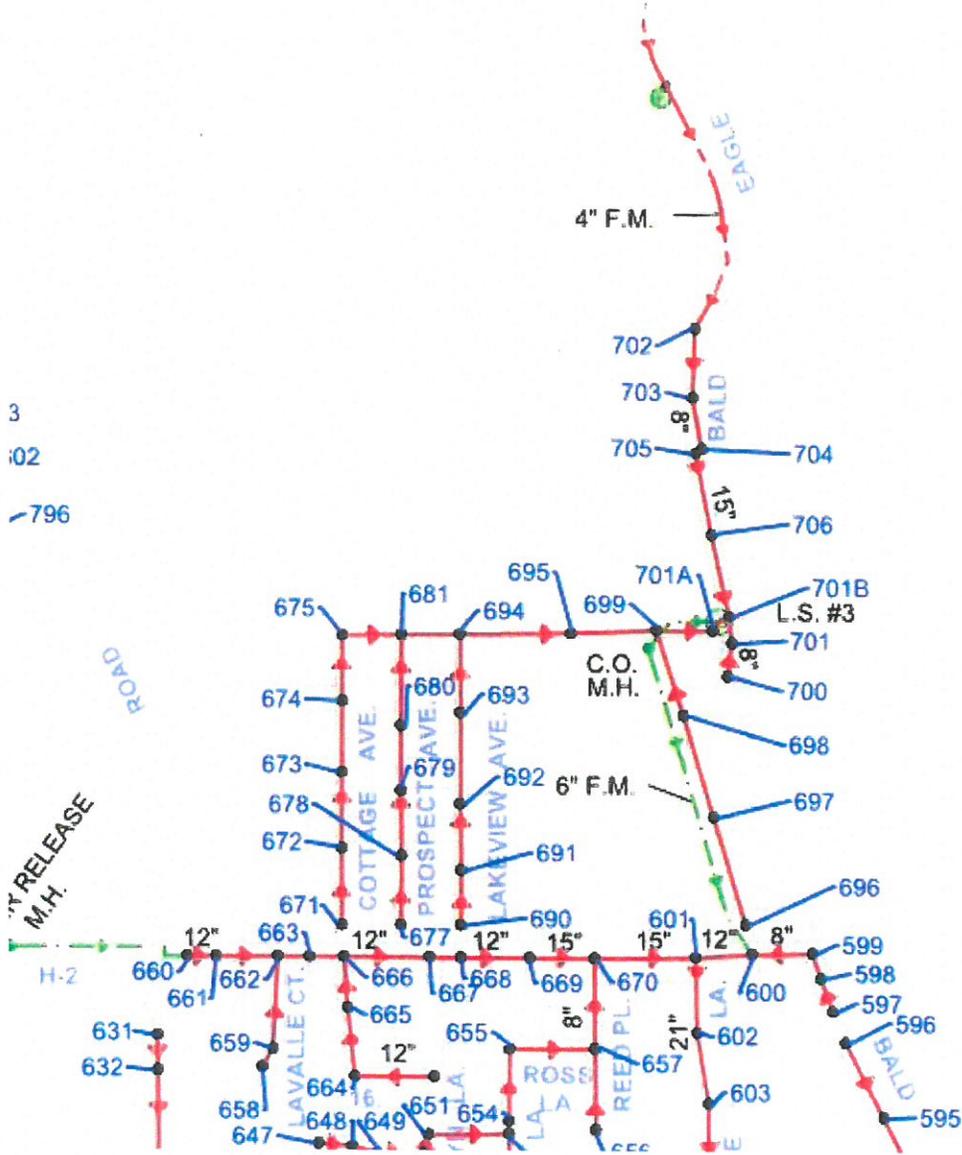
Prepared By: John Bluntach
 Approved By: Wade Anderson
 Accepted By: _____
 Title: _____

Title: Account Manager
 Title: President
 Date: _____
 PO#: _____

*Total
\$8,321.20

Bald

Eagle



3
102
796



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 7E – New Business

Town Planner Item:

Subject: **Independent Contractor Agreement - Township Day**
– Approve Agreement for 2017

Documentation: Town Attorney Memo /
Staff Memo /
Agreement

Action / Motion for Consideration:

Town Planner Report at Meeting / Discuss

Based on Park Board & Staff Review & Recommendation Approve the Independent Contractor Agreement – Township Day Between Deb Stender & White Bear Township from the Period January 2018 Through October 2018 Subject to the Changes Recommended by the Township Attorney in the Amount of \$5,500.00, Plus \$250/per Movie in the Park With Funding from the Township Day Fund

MEMORANDUM

DATE: January 11, 2018
TO: Town of White Bear
FROM: Chad D. Lemmons
RE: Deb Stender Contract – Township Days

I have reviewed the proposed 2018 Township Day Contract between the Town and Deb Stender. I find the form acceptable with the following recommendations/observations.

Page 2 the following language appears: “all proceeds/fees procured go to the Township”. That doesn’t really apply to the scope of service. Instead I would recommend that it be placed under Section 6 “Proprietary Rights” as item (c). I would propose the following language:

“All proceeds or fees received by Stender relating to the operation of Township Day and/or Movie in the Park (including but not limited to, selling of vendor space and procuring sponsorships) shall be the property of the Township.”

Paragraph 8(b) on Page 4 calls for the Township to indemnify and hold Stender harmless from certain claims, causes of action, and liabilities. That language has been approved in the past and the Township should simply verify with its insurance carrier that said language is still acceptable.

Finally, as an observation, under Section 4 the Park Board recommends movie selections but the final selection shall be made by Stender. This gives Stender the authority to select what movies are shown. Therefore, in the event of any controversy about what movie is selected by Stender, the Township really has no authority to veto her final selection.

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

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: JANUARY 10, 2018

SUBJECT: DEB STENDER CONTRACT

We have received Deb Stender's contract for 2018 Township Day and for Movies in the Park. I reviewed the contract and note the following:

- Contract term is from January to October 2018, previous year term was March through October
- Fees increased by \$500.00 (\$5,000 to \$5,500) with payments of \$550/per month January through October vs. previous years payments of \$625/per month March through October
- Other contract wording remained the same

PSW/s

Independent Contractor Agreement Township Day

This Independent Contractor Agreement (the "Agreement") is entered into by and between the Town of White Bear hereinafter ("Town"), a governmental political subdivision of the State of Minnesota with its principal place of business at 1281 Hammond Road, White Bear Township, Minnesota 55110, and Deb Stender hereinafter ("Stender"), an independent contractor residing at 1905 Ivy Lane, White Bear Lake, Minnesota 55110.

WHEREAS, the Town is desirous of contracting for the services of an Independent Contractor to coordinate the annual Township Day event of 2018 and movie in the park (4),

WHEREAS, Stender desires to enter into an Independent Contractor Agreement for Township Day of 2018 and movie in the park (4),

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Purpose of Contract.

- a. Stender shall provide consultant services and serve as Director and coordinator of Township Day and movies in the park from January 2018 to October 2018.

2. Term of Contract.

- a. The term of the Contract shall start January 2018 through October 2018.

3. Scope of Services.

Stender agrees to perform services as stated below. Stender will also present all ideas to the Park Board for their consideration, and at the direction of the Town, Stender agrees to be responsible for the complete operation of Township Day and movie in the park (four), which includes, but is not limited to the following:

- Hiring entertainment: musical and entertainment the Park Board approves
- Selling Vendor Space*
- Procuring Sponsorships*
- Communication responsibilities to Board, Vendors, Sponsors etc.
- Helping with Festival Layout
- Coordinate participation with Township, Fire Department, and Ramsey County Sheriff
- Notify Ramsey County Health Department in regard to food vendors
- Maintain records of contracts and contributors
- Maintain an event budget working with the Park Board
- Work with the Park Board to plan and execute a Marketing Plan to appropriately promote the event
- To ensure success I request access to past vendor and entertainment contact lists, promotional and communication files, contracts and budget information.
- On site during the event to organize the event

* All proceeds/fees procured go to the Township.

It is hereby understood that any contract with third parties for the matters set out in this Section 3 will not be effective until approved by the Town Board.

4. Compensation.

Township Day Director/Coordinator:

In consideration for the above-described services, the Town shall pay Stender a set fee of Five Thousand (\$5,500.00) Dollars in the following installments:

- a. \$550.00 due on the first of each month from January 2018 through October 2018.

Movie in the Park:

In consideration for the above-described services, the Town shall pay Stender a set fee of Two Hundred & Fifty (\$250.00) Dollars Per movie.

Stender shall plan, organize and attend the events. Movie selection shall be recommended by the Park Board, with the final selection made by Stender.

5. Independent Contractor Relationship.

- a. No Agency Relationship. Stender agrees to perform the services pursuant to this Agreement solely as an independent contractor. This Agreement does not create any actual or apparent agency, partnership, franchise, or employer and employee relationship between the parties. Stender is not authorized to enter into or commit the Town to any agreements and shall not represent or hold herself out as an employee agent with legal authority to bind the Town.
- b. No Benefits. Stender shall not be entitled to participate in any of the Town's employee benefits, including without limitation any health or retirement plans. Stender shall not be entitled to any remuneration, benefits, or expenses other than those specifically provided for in this Agreement.
- c. No Taxes. The Town shall not be liable for federal, state, and local taxes, workers' compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or any other taxes or withholding for or on behalf of Stender in performing the services under this Agreement. All such costs shall be the sole responsibility of Stender.

6. Proprietary Rights.

- a. Stender acknowledges that she has no right to or interest in her work or product resulting from the services performed hereunder, or any of the documents, reports, or other materials created by Stender in connection with said services, nor any right to or interest in any copyright herein. Stender acknowledges that the services and the products thereof have been specially commissioned or ordered by the Town as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that the Town is therefore to be deemed the author of and is the owner of all copyrights in and to such materials.
- b. In the event that the materials, or any portion thereof, are for any reason deemed not to have been works made-for-hire, the Independent Contractor hereby assigns to the Town any and all right, title and interest she may have in and to such materials, including all copyrights, all publishing rights, and all rights to use, reproduce, and otherwise exploit the materials in any and all formats or media and all channels, whether now known or hereafter created. Stender expressly agrees to execute such instruments as the Town may from time to time deem necessary or desirable to evidence, establish, maintain and protect the Town's ownership and all other rights, title and interest therein.

7. Non-Discrimination.

- a. Stender agrees that during the life of the contract, Stender will not, within the State of Minnesota, discriminate against any employee or applicant for employment because of race, color, creed, national origin or ancestry, or sex, and will include a similar provision in all subcontracts entered into for the performance thereof. The contract may be cancelled or terminated by the Town and all money due or to become due may be forfeited for a second or subsequent violation of the terms or conditions of this Paragraph. This paragraph is inserted in the Contract to comply with the provisions of Minnesota Statutes, 181.59.

8. Indemnification.

- a. Stender agrees to indemnify and hold harmless the Town, its agents, officers, and employees from any and all claims, causes or action, liabilities, losses, damages, costs, expenses, including reasonable attorneys' fees, suits, demands and judgments of any nature because of bodily injury to or death of any person or persons and/or because of damages to property of Stender or others, including loss of use from any cause whatsoever, including copyright claims, which may be asserted against the Town on account of any act or omission, including negligence of Stender, or Stender's employees or agents in connection with Stender's performance of this Contract. Stender agrees to defend any action brought against the Town on any such matter, and to pay and satisfy any judgment entered thereof, together with all cost and expenses incurred in connection therewith. The Town shall in no way be liable for any claims or charges incurred by Stender in the performance of this Contract.

- b. The Town agrees to indemnify and hold harmless Stender, her agents, officers, and employees from any and all claims, causes or action, liabilities, losses, damages, costs, expenses, including reasonable attorneys' fees, suits, demands and judgments of any nature because of bodily injury to or death of any person or persons and/or because of damages to property of the Town or others, including loss of use from any cause whatsoever, including copyright claims, which may be asserted against Stender on account of any act or omission, including negligence of the Town, or the Town's employees or agents in connection with the Town's performance of this Contract. The Town agrees to defend any action brought against Stender on any such matter, and to pay and satisfy any judgment entered thereof, together with all cost and expenses incurred in connection therewith. Stender shall in no way be liable for any claims or charges incurred by the Town in the performance of this Contract.

9. Termination.

- a. It is understood the essence of this Contract is high quality service to those whom frequent Township Day. As such, if the Town determines that Stender is in breach of any provision of this Contract, written notice will be sent to Stender allowing her thirty (30) days to comply. Upon failure by Stender to comply with the Contract by the end of the thirty (30) day period, the Town will terminate the Contract and shall be released of its obligations.
- b. Upon any failure of Stender to fulfill any of the provisions of the Contract, the Town shall be authorized to hire services and equipment, or assign the Town employees and equipment, as may be necessary to do such work, and the cost of such expenses thereof may be charged and deducted from any monies due the Contract.

10. Notice.

- a. Except as otherwise herein provided, all notices required to be served by either party on the other, shall be placed in writing and forwarded by certified mail to the principal office of the party to which notice is given, as follows:

To the Town:

Town of White Bear
Clerk-Treasurer
1281 Hammond Road
White Bear Township MN 55110

To Stender:

Deb Stender
1905 Ivy Lane
White Bear Lake MN 55110

11. General Terms.

- a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

- b. Entire Agreement. This Agreement represents the entire Agreement between the parties and may not be amended, changed, or supplemented in any way except by written agreement signed by both parties.
- c. Severability. Should any provision of this Agreement be determined to be unenforceable or illegal, the validity of the remaining provisions shall not be affected.

Dated: _____, 2018.

Dated: _____, 2018.

Town of White Bear

By: _____
ROBERT J. KERMES, Chair

DEB STENDER
Independent Contractor

Attest:

By: _____
WILLIAM F. SHORT, Clerk-Treasurer



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 7F – General Business

Subject: Labor Agreement Between White Bear Township & International Union Of Operating Engineers Local 49
– Approve

Documentation: Town Clerk Memo /
Labor Contract

Action / Motion for Consideration:

Town Clerk Report at Meeting / Discuss

Based on Labor Negotiations & Staff Review & Recommendations Approve the Labor Agreement Between White Bear Township & International Union of Operating Engineers, Local 49, Effective January 1, 2018 through December 31, 2020 & Authorize Execution by the Town Board Chair & Town Clerk

MEMORANDUM

TO: TOWN BOARD
FROM: WILLIAM F. SHORT
DATE: JANUARY 11, 2018

SUBJECT: 2018-2020 LABOR NEGOTIATION / WAGE ADJUSTMENTS

The Town's Labor Agreement with IUOE Local No. 49, which covers our Public Works employees, expired on December 31, 2017. Negotiations on a new Labor Agreement began in November and were finalized on Monday, December 18, 2017. Those involved in the negotiations included Local 49 Area Business Representative Cory Bergerson; Shop Steward Karl Stuemke; Finance Officer Tom Kelly; Public Works Director Dale Reed; Town Board Chair Kermes; and myself.

The duration of the new Agreement was negotiated to be three years and a new provision regarding bereavement leave was added. All other provisions of the Labor Agreement are identical to those in the 2017 Agreement.

Negotiated wage changes are as follows:

Increase all wages, premiums and allowances as follows:

January 1, 2018	2%	July 1, 2018	1 ½%
January 1, 2019	2%	July 1, 2019	1 ½%
January 1, 2020	2%	July 1, 2020	1 ½%

It is recommended that the Town Board approve the new labor agreement (attached) for 2018-2020 and that non-union wages be adjusted similarly.

WFS/psw
cc:admin.file
b:2018wages

LABOR AGREEMENT

BETWEEN

WHITE BEAR TOWNSHIP

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 49**



Effective January 1, 2018 through December 31, 2020

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LABOR AGREEMENT
BETWEEN
WHITE BEAR TOWNSHIP
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL No. 49, AFL-CIO

ARTICLE I – PURPOSE OF AGREEMENT

This Agreement is entered into between the Town of White Bear hereinafter called EMPLOYER, and Local No. 49, International Union of Operating Engineers, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT’S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties’ agreement upon terms and conditions of employment for the duration of the AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE II – RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179.71, Subd. 3, in an appropriate bargaining unit consisting of the following job classification:

All full-time maintenance employees except supervisory.

ARTICLE III – UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 3.1 Deduct each month an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and
- 3.2 Remit such deduction to the appropriate designated officer of the UNION, within 15 days after the first of each month,
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the Town as a result of any action taken or not taken by the Town under the provisions of this Article.

ARTICLE IV – EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the EMPLOYER.
- 4.2 Any employee who engages in a strike may have his/her employment terminated by the EMPLOYER, effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 4.3 An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his/her duties without permission from his/her EMPLOYER on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 4.4 An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or re-appointed or employed or re-employed, but the employee shall be on probation for two years with respect to such civil service status, tenure of employment, or contract of employment, as he/she may have theretofore been entitled.
- 4.5 No employee shall be entitled to any daily pay, wages or per diem for the days on which he/she engaged in a strike.

ARTICLE V – EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and

modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, to use working Supervisors, and to perform any inherent managerial function not specifically limited to this AGREEMENT.

- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE VI – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

6.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.2 UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

6.3 PROCEDURE

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall orally bring this to the attention of the employee's supervisor as designated by the employer. The supervisor shall discuss all relevant circumstances with the employee (and the employee's representative if the employee so desires), consider and examine the causes of the grievance, and attempt to resolve the grievance to the extent that the supervisor has authority to do so. If the grievance is not satisfactorily resolved through discussion and attempted resolution, the employee may proceed to the next step by submitting his/her grievance in writing.

Step 2. If any employee is not satisfied with the results of presenting a grievance orally, the employee shall, within twenty-one (21) days of the alleged violation of this AGREEMENT, present such grievance in writing to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give a written answer to such Step 2 grievance within ten (10) calendar days after receipt. A written grievance shall set forth the nature of the grievance, facts on which it is based, the provision or provisions of

the AGREEMENT allegedly violated, and the remedy requested. The UNION may appeal to Step 3 within ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days, shall be considered waived.

Step 3. If appealed to Step 3, the UNION shall contact the EMPLOYER in writing and a meeting will be scheduled within ten (10) calendar days from the time the EMPLOYER receives the notice of appeal to Step 3. If the personal meeting between the UNION and the EMPLOYER does not resolve the grievance, the UNION may appeal to Step 4 within ten (10) calendar days following the meeting of the two representatives. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days, shall be considered waived.

Step 4. If appealed to Step 4, the UNION shall notify the EMPLOYER by written notice of their Petition to the Bureau of Mediation Services for assistance in settling the grievance through mediation. If the mediation efforts fail to resolve the grievance to the mutual satisfaction of the parties, the UNION may, within ten (10) calendar days after the Director of the Bureau of Mediation Services certifies that further mediation efforts would serve no purpose, by written notice to the EMPLOYER, request arbitration of the dispute. Any grievance not appealed in writing to Step 5 by the UNION, within ten (10) calendar days, shall be considered waived.

Step 5. A grievance unresolved in Step 4 may be appealed to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The grievance shall be submitted to a panel of arbitrators consisting of one member selected by the EMPLOYER, one member selected by the UNION, with a third, neutral member, to be selected by the EMPLOYER and UNION members.

The parties may agree to waive the panel of three, and submit the grievance for determination solely by the neutral member. In the event the parties are unable to agree upon the selection of a neutral arbitrator, the parties shall petition, in writing, the Bureau of Mediation Services, for a list of five arbitrators. The petition shall contain (1) a concise statement of the nature of the grievance; (2) the provisions of the contract applicable to the grievance; and (3) the relief requested.

Upon receipt of the list of five arbitrators, the parties shall alternately strike names from the list of five arbitrators until one name remains. The question of who shall strike the first name shall be decided by the flip of a coin.

6.4 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The

arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.5 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof, within the specified time limits, the UNION may elect to treat the grievance as denied at that step, and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

6.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of ARTICLE VI or a procedure such as "Fair Employment". If appealed to any procedure other than Step 5 of ARTICLE VI, the grievance is not subject to the arbitration procedure as provided in Step 5 of ARTICLE VI. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 5 of ARTICLE VI or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of ARTICLE VI.

ARTICLE VII – DEFINITIONS

- 7.1 UNION: The International Union of Operating Engineers, Local No. 49, AFL-CIO.
- 7.2 EMPLOYER: Town of White Bear (White Bear Township).
- 7.3 UNION MEMBER: A member of the International Union of Operating Engineers, Local No. 49.
- 7.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 7.5 BASE PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowances.
- 7.6 SENIORITY: Length of continuous service with the EMPLOYER.
- 7.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period beginning 12:01 A.M. Monday.
- 7.8 STRIKE: Failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE VIII – SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE IX – WORK SCHEDULES

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours, beginning 12:01 A.M. Monday.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis, other than the normal 7:00 – 3:30 day. The EMPLOYER will give advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.

- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime if directed.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 9.5 Seasonal Work Schedule. The Employer and the Union will continue to examine seasonal work schedule opportunities that would benefit the Employer and the Union. The parties will seek opportunities to alter the summer work schedule. This may include four 9-hour days and one 4-hour day or similar hours of day changes. It is the understanding of both parties that the Township services and coverage will not be compromised. This examination will be done and agreed to on an annual basis.

ARTICLE X – OVERTIME PAY

- 10.1 Hours worked in excess of forty (40) hours within a seven (7) day period beginning 12:01 A.M. Monday will be compensated for at one and one-half (1-1/2) times the employee’s regular base pay rate.
- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 For purposes of calculating overtime, all compensated hours including flex leave, holidays or compensatory time shall be considered hours worked excluding workers compensation.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE XI – STANDBY

Employees required by the EMPLOYER to be in standby status and available to respond to emergency situations for a seven (7) consecutive day period, will be compensated at a gross rate as follows:

~~Effective January 1, 2016 standby pay shall be \$344.72.~~

~~Effective January 1, 2017 Standby pay shall be \$364.72.~~

Standby Compensation					
2.00%	1.50%	2.00%	1.50%	2.00%	1.50%
1/1/2018	7/1/2018	1/1/2019	7/1/2019	1/1/2020	7/1/2020
372.01 ✓	377.59 ✓	385.15 ✓	390.92 ✓	398.74 ✓	404.72 ✓

The EMPLOYER is to furnish a vehicle for employee on standby. Vehicle use is to be established according to Town Board policy.

ARTICLE XII – CALL BACK

An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1-1/2) times the employee's base pay rate.

The provision for a minimum time set forth in this article shall not apply if the employee is responding in a manner which creates an extension or early report to a regularly scheduled work shift

ARTICLE XIII – LEGAL DEFENSE

- 13.1 Employees involved in litigation because of negligence, ignorance of laws, nonobservance of laws, or as a result of employee judgmental decision, shall not receive legal defense by the Employer.
- 13.2 Any employee who is charged with a traffic violation, ordinance violation, or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and under direct order of his/her supervisor, shall receive legal defense by the Employer.

ARTICLE XIV – RIGHT OF SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

ARTICLE XV – DISCIPLINE

The EMPLOYER retains the sole right to discipline employees for cause provided that in the exercise of this right, it will not act wrongfully or unjustly or in violation of the terms of this AGREEMENT.

ARTICLE XVI – SENIORITY

A policy of seniority shall be formulated that will give permanent employees with longer periods of service an opportunity for promotion, and also give all employees a feeling of security. New employees shall be on a six month probationary period. There shall be one master seniority list established which shall include all employees of the Public Works Department based on their original date of hire. In the event of lay-off due to lack of work, permanent employees with the

least seniority shall be the first to be laid off, and in the event of rehire, the last employee laid off shall be the first to be rehired; however, any employee retained in event of lay-off, must be qualified to perform the work available.

In the event of discharge, the employee or his/her representative shall be entitled to a hearing before the Town Board.

NEW EMPLOYEES

All new full time employees hired may be started at a wage rate equal to 84% of the contract rate for the job classification that the employee is hired. The EMPLOYER may hire experienced employees at a higher wage than the beginning wage rate.

ARTICLE XVII – PROBATIONARY PERIOD

- 17.1 All newly hired or re-hired employees will serve a six (6) months' probationary period.
- 17.2 All employees will serve a six (6) months' probationary period in any job classification in which the employee has not served a probationary period.
- 17.3 At any time during the probationary period, a newly hired or re-hired employee may be terminated at the sole discretion of the EMPLOYER.
- 17.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

ARTICLE XVIII – SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE XIX – JOB POSTING

- 19.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within, provided that applicants:
 - 19.11 have the necessary qualifications to meet the standards of the job vacancy; and
 - 19.12 have the ability to perform the duties and responsibilities of the job vacancy.

- 19.2 Employees filling a higher job class based on the provisions of this ARTICLE shall be subject to the conditions of ARTICLE XVII (PROBATIONARY PERIODS).
- 19.3 The EMPLOYER has the right to final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.
- 19.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE XX – HOLIDAYS AND VACATIONS AND SICK LEAVE

20.1 Holidays

The EMPLOYER will provide twelve (12) paid holidays for the year as follows:

January 1 st	New Year’s Day
January (3 rd Monday)	Martin Luther King Day
February (3 rd Monday)	President’s Day
May (last Monday)	Memorial Day
July 4 th	Independence Day
September (1 st Monday)	Labor Day
November 11 th	Veteran’s Day
November (4 th Thursday)	Thanksgiving Day
November (4 th Friday)	Day after Thanksgiving
December 25 th	Christmas Day
Two (2) Floating Holidays	

Holidays that fall on a Sunday shall be observed on the following Monday.
Holidays that fall on a Saturday shall be observed on the preceding Friday.

20.2 **Flex Leave**

Flex Leave replaces vacation and sick leave and combines these benefits into a single plan. Flex leave can be utilized for any purpose, subject only to normal, non-intrusive request/approval procedures consistent with policy and labor contracts.

Accrual Rates: Flex leave is accrued on a per pay period basis and available to use once earned. No employee shall be allowed to use more Flex Leave than the employee has accrued. Flex Leave is accrued as follows:

0 through 5 years service	18 days
6 through 10 years service	23 days
11 through 19 years service	28 days
20 years and longer	30 days

Part-time employees will accrue Flex Leave on an hourly basis each pay period based on the percentage of time worked during that pay period, that is, an employee who works 20 hours a week or 50% of the time would accrue at 50% of the above accrual rates.

Use of Flex Leave: Non-emergency use is subject to approval by the employee's supervisor prior to using the leave. Requests for non-emergency leave must be made in writing with the employee's supervisor prior to the leave to assure proper scheduling of work and personnel. Employees must notify their supervisor, in writing, at least seven (7) days prior to using flex leave in an amount of ten (10) consecutive workdays or more.

Flex leave is to be used in no less than quarter (1/4)-hour increments.

The Clerk Treasurer must notify the Town Board, in writing, at least seven (7) days prior to using flex leave in an amount of ten (10) consecutive work days or more.

Emergency use is to be reported as soon as possible to the employee's supervisor as to the reason. If the leave is more than five (5) days duration, or the workday preceding or following a scheduled holiday, the employee must submit a medical certification for the absence.

Flex Leave Maximum: Employees may carry over a maximum of fifty (50) days from one calendar year to the next.

Annual Conversion Option: Employees may be paid for or convert to the Town's deferred compensation program for flex-time accrued in excess of the 50 day maximum (subject to maximum deferral regulations) up to 40% of their Flex

Leave balance each year provided that they have used a minimum of 30% of their annual accrual during the current payroll year. This will be a 1 for 1 conversion rate.

Employees who wish to convert flex leave must notify the Finance Department no later than November 30th of each calendar year. Conversion shall occur on the last pay period in December of each calendar year.

Employees who have not used 30% of their annual accrual during the year and have more than fifty (50) of Flex Leave accrued, shall lose the number of days between what they used and 30%. For example, an employee who accrues 28 days should use a minimum of 8.5 days. If the employee only uses 7 days, the employee would lose 1.5 days before converting 40% of their flex leave balance.

Extended Sick Leave Bank: The extended sick leave bank may be used for future illness, disability or for a maximum of three (3) days for the death of an

employee's spouse, child, parents, siblings, grandparents or for the death of such relatives of the employee's spouse. Employees can not add to this bank in the future.

In the event of illness, injury, disability or bereavement the first two (2) days of absence in each calendar year must be taken from the employee's Flex Leave account before accessing the employee's Extended Sick Leave Bank. Subsequent absences due to illness, injury, disability or bereavement within that calendar year may be taken from the Extended Sick Leave Bank or the Flex Leave account, at the employee's choice.

Employees with Extended Sick Leave bank balances may elect to convert on a 2 for 1 basis to cash or the Town's deferred compensation plan up to 100 hours (50 hours paid) of their extended sick leave bank each year. Employees who wish to convert their extended sick leave bank must notify the Finance Department no later than November 30th of each calendar year. Conversion shall occur on the last pay period in December of each calendar year.

Bereavement Leave: A full-time employee may request up to three (3) days of bereavement leave in the event of a death in the immediate family. Immediate family is defined as identified by State Statute: spouse, parent, stepparent (or legal guardian), child (including step/child/foster child), sibling (including stepsibling), grandparent, grandchild, parent-in-law, brother/sister-in-law, and son/daughter-in-law). The Clerk/Treasurer or designee will be responsible for approving or denying request for bereavement leave. Bereavement leave shall not be charged against the Employee's Annual Leave balance.

Termination Benefits: Upon termination of employment, the dollar value of Flex Leave is paid out at 100% of the balance up to a maximum of 80 days. The 80 days is the maximum possible as a combination of the 50-day carry over and the maximum annual Flex Leave accrual of 30 days.

Employees who have favorable separation are also entitled to payment of 50% of their unused Extended Sick Leave Bank to a maximum of 20 days. Employees who qualify for PERA retirement or have 20 years of service to the Town, upon favorable separation shall receive 50% of their Extended Sick Leave Bank to a maximum of 50 days.

Employees may elect to use their Extended Sick Leave Bank to pay their health insurance premiums if they continue on the Town's health plan. The Extended Sick Leave Bank, if used for health insurance premiums, would be converted on a one-for-one basis to a maximum of 120 days. If the employee discontinues the health plan or no longer qualifies for the health plan under COBRA, any remaining Extended Sick Leave Bank can be converted to cash as outlined in the previous paragraph. The employee must notify the Finance Department at least 30 days in advance of continuing on the Town's health plan or if changing or

terminating their health insurance coverage with the Town (changing to cash option).

Employees will have FICA/Medicare, Federal and State taxes withheld as required by IRS tax laws. At this time it would mean 100% of the cash option is taxable and 50% of the health insurance premiums would be taxable.

Employees who plan to continue medical coverage in the Town's medical plan may apply termination benefits toward monthly medical premiums until the dollar value of the benefit is exhausted or the employee can no longer participate in the medical plan under COBRA laws.

In the event that the employee becomes deceased, any balance will be converted to cash, as outlined above and placed into the deceased's estate.

ARTICLE XXI – INSURANCE AND DISABILITY INSURANCE

- 21.1** The EMPLOYER shall provide Health Insurance coverage for each employee to be consistent with the Health Insurance benefits provided to Township Staff including an HSA and Flexible Spending.
- 21.2 LTD and STD:** The Town will purchase Long-term (LTD) and Short-term (STD) Disability policies for all full-time employees. Full-time employee is defined as anyone who averages 25 hours of work per week.

ARTICLE XXII – UNIFORMS

The EMPLOYER shall provide five changes of uniforms per week for each employee and also provide one jacket per week per employee for as many weeks in the year as jackets are needed. In addition, the EMPLOYER shall provide an initial issue of two (2) sets of coveralls and one winter, hooded parka, for each employee. Replacements will be at the employee's expense. ~~The EMPLOYER shall provide a clothing allowance of \$349.93 effective January 1, 2016. The EMPLOYER shall provide a clothing allowance of \$360.43 effective January 1, 2017.~~ All expenditures to be documented by voucher.

The EMPLOYER shall provide a clothing allowance as follows:

2.00%	1.50%	2.00%	1.50%	2.00%	1.50%
1/1/2018	7/1/2018	1/1/2019	7/1/2019	1/1/2020	7/1/2020
367.64 ✓	373.15 ✓	380.62 ✓	386.33 ✓	394.05 ✓	399.96 ✓

ARTICLE XXIII – LUNCH PERIODS

The EMPLOYER shall schedule each employee's lunch period (30 minutes) at a regular time or place except on operations that it finds a regular scheduling is not feasible and will avoid requiring an employee to take his/her lunch period at another time or place except where it has a particular need for the employee's services during that period. Where time permits, the employee's affected will be notified well in advance of such change.

ARTICLE XXIV – LONGEVITY

Employees shall be entitled to Longevity payments as follows, based on 2080 hours worked per year:

	3% 01/01/16	3% 01/01/2017
5 years	1.00	1.03
10 years	1.50	1.55
15 years	2.01	2.08
20 years	2.50	2.58
25 years	3.01	3.10

	2.00% 1/1/2018	1.50% 7/1/2018	2.00% 1/1/2019	1.50% 7/1/2019	2.00% 1/1/2020	1.50% 7/1/2020
after 5 years	1.07	1.09	1.11	1.13	1.15	1.17
after 10 years	1.58	1.60	1.64	1.66	1.69	1.72
after 15 years	2.11	2.14	2.19	2.22	2.26	2.30
after 20 years	2.63	2.67	2.72	2.77	2.82	2.86
after 25 years	3.18	3.23	3.29	3.34	3.41	3.46

OK

ARTICLE XXV – EDUCATION

Employees will be reimbursed for the cost of tuition and books by the EMPLOYER for EMPLOYER approved courses and only if course work is successfully completed and a passing grade is achieved.

Employees completing one-half (1/2) of the North Hennepin Community College Public Works Certificate Program or a Township approved equivalent, (11 semester credits) will receive an additional forty nine cents (\$.49) effective January 1, 2016 above the wage rate, provided a passing grade is achieved.

Employees completing one-half (1/2) of the North Hennepin Community College Public Works Certificate Program or a Township approved equivalent, (11 semester credits) will receive an additional fifty cents (\$.50) effective January 1, 2017 above the base wage rate, provided a passing grade is achieved.

Further, upon completion of the North Hennepin Community College Public Works Certificate Program (22 semester credits) or a Township approved equivalent, employees will receive ninety eight cents (\$.98) effective January 1, 2016; and one dollar (\$1.00) effective January 1, 2017 above the base wage rate upon completion of the course work.

An employee will be required to complete twenty (20) hours of Township approved Education/Training every two (2) years to maintain the differential.

In 2011, the Labor Management Committee shall explore additions to this article, including compensation for different types of licenses.

The Township will continue to allow employees to take classes during working hours for the purpose of obtaining or maintaining licenses for sewer and water, as well as continuing past practice for playground, turf, weed and tree, pesticide, herbicide and as authorized by the Public Works Director.

ARTICLE XXVI – WAIVER

- 26.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded. All such terms and conditions not inconsistent with the terms of this AGREEMENT, shall have full force and effect.
- 26.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT.
- 26.3 The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT, or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE XXVII – DURATION

This AGREEMENT shall be effective as of January 1, 2018 and shall remain in full force and effect until December 31, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____, 2018.

FOR WHITE BEAR TOWNSHIP;

**FOR INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL NO.49;**

ROBERT KERMES, Chairman

GLEN JOHNSON, Business Manager

WILLIAM F. SHORT, Clerk-
Treasurer

CORY BERGERSON, Business Representative

KARL STUEMKE, Steward

APPENDIX A – WAGES

~~Effective January 1, 2016, For the months of January, February March, October, November and December the Operating Engineers employed by the Township of White Bear shall receive \$228.01 as Seasonal Disruption Compensation as shown below:~~

~~Effective January 1, 2017 for the months of January, February, March, October, November and December the Operating Engineers employed by the Township of White Bear shall receive \$234.85 as Seasonal Disruption Compensation.~~

Seasonal Disruption Compensation

2.00%	1.50%	2.00%	1.50%	2.00%	1.50%
1/1/2018	7/1/2018	1/1/2019	7/1/2019	1/1/2020	7/1/2020
239.55 ✓	243.14 ✓	248.00 ✓	251.72 ✓	256.76 ✓	260.61 ✓

The employee’s anniversary date, for all purposes, shall be the actual date of employment in the Town of White Bear.

Employees covered under this Labor Agreement, shall receive the same COLA or Market Adjustment increases as non-union employees, whichever is greater for the entire duration of the Labor Agreement.

JANUARY 1, 2018 (2%) ✓

POINT RANGES	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI
	Start	.5 Years	1 Year	2 Years	3 Years	4 Years
57 to 58	23.70	24.64	25.71	26.51	27.37	28.23
59 to 60	24.26	25.26	26.32	27.17	28.04	28.96 <i>OK</i>
61 to 62	25.11	26.17	27.26	28.10	28.97	29.87
79 to 80	30.16	31.41	32.71	33.77	34.86	36.00

JULY 1, 2018 (1.5%) ✓

POINT RANGES	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI
	Start	.5 Years	1 Year	2 Years	3 Years	4 Years
57 to 58	24.06	25.01	26.10	26.91	27.78	28.65
59 to 60	24.62	25.63	26.71	27.58	28.46	29.39 <i>OK</i>
61 to 62	25.49	26.56	27.67	28.52	29.40	30.32
79 to 80	30.61	31.88	33.20	34.28	35.38	36.54

JANUARY 1, 2019 (2%) ✓

POINT RANGES	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI
	Start	.5 Years	1 Year	2 Years	3 Years	4 Years
57 to 58	24.54	25.51	26.62	27.45	28.34	29.23
59 to 60	25.11	26.15	27.24	28.13	29.03	29.98 <i>OK</i>
61 to 62	26.00	27.09	28.22	29.09	29.99	30.92
79 to 80	31.22	32.52	33.86	34.96	36.09	37.27

JULY 1, 2019 (1.5%) ✓

POINT RANGES	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI
	Start	.5 Years	1 Year	2 Years	3 Years	4 Years
57 to 58	24.90	25.89	27.02	27.86	28.76	29.66
59 to 60	25.49	26.54	27.65	28.55	29.47	30.43 <i>OK</i>
61 to 62	26.39	27.50	28.65	29.53	30.44	31.39
79 to 80	31.69	33.01	34.37	35.49	36.63	37.83

JANUARY 1, 2020 (2%) ✓

POINT RANGES	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI
	Start	.5 Years	1 Year	2 Years	3 Years	4 Years
57 to 58	25.40	26.41	27.56	28.41	29.34	30.26
59 to 60	26.00	27.07	28.21	29.13	30.05	31.04 <i>OK</i>
61 to 62	26.91	28.05	29.22	30.12	31.05	32.02
79 to 80	32.33	33.67	35.06	36.20	37.36	38.59

JULY 1, 2020 (1.5%) ✓

POINT RANGES	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI
	Start	.5 Years	1 Year	2 Years	3 Years	4 Years
57 to 58	25.78	26.81	27.97	28.84	29.78	30.71
59 to 60	26.39	27.48	28.63	29.56	30.51	31.50 <i>OK</i>
61 to 62	27.32	28.47	29.66	30.57	31.52	32.50
79 to 80	32.81	34.17	35.59	36.74	37.93	39.17

MEMORANDUM OF UNDERSTANDING

**Between
White Bear Township
-And-
I.U.O.E. Local No. 49**

Commercial Driver's License

The purpose of this Memorandum of Understanding is to assist both Labor and Management in dealing with Commercial Drivers License (CDL) rules and the pending changes to those rules.

The following conditions will apply to no more than one (1) Public Works employees in the Local 49 Bargaining Unit at any given time.

- A. If an employee temporarily loses his/her driver's license and/or CDL for less than 150 calendar days, the Employer will accommodate the employee by assigning him/her to duties that do not require a driver's license or CDL. Accommodations will only be made for an employee who is reasonably expected to have the ability to reinstate their CDL license within 150 calendar days. A maximum of two accommodations per employee will be made during the employee's tenure with the Township, regardless of the length of each accommodation.
- B. The application of this agreement will begin for an individual as of the date of his/her license revocation regardless of subsequent procedures contesting the revocation.
- C. This Memorandum of Understanding applies to driving violations outside the workplace.
- D. This Memorandum of Understanding does not alter in any way the requirements of the Federal Motor Carrier Safety Regulations or White Bear Township's Commercial Motor Vehicle Drug and Alcohol Testing Policy.
- E. A twenty-five percent (25%) decrease in pay will begin as of the revocation date of an employee's driver's license and CDL. An employee who has the ability to obtain a State issued Class D driver's license will only experience a ten percent (10%) decrease in pay for those hours in which they have only a Class D license. Any hourly wages not paid to an employee during the revocation of the employee's driver's license/CDL will not be reimbursed regardless of the outcome of any subsequent contesting of the revocation.

This Memorandum will remain in effect from January 1, 2016, through December 31, 2017. As of January 1, 2016, this Memorandum may be extended, modified, or eliminated at either parties' request.

FOR WHITE BEAR TOWNSHIP:

FOR IUOE, LOCAL NO. 49:

WILLIAM F. SHORT, Town Clerk- Treasurer

CORY BERGERSON, Business Representative

DATE: _____

DATE: _____



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 7G – General Business

Subject: 2018 Non-Union Cost of Living Adjustment - Approve

Documentation: Town Clerk Memo

Action / Motion for Consideration:

Town Clerk Report at Meeting / Discuss

Based on Staff Review & Recommendation Approve the 2018 Non-Union
Cost of Living Adjustment

MEMORANDUM

TO: TOWN BOARD
FROM: WILLIAM F. SHORT
DATE: JANUARY 11, 2018

SUBJECT: 2018-2020 LABOR NEGOTIATION / WAGE ADJUSTMENTS

The Town's Labor Agreement with IUOE Local No. 49, which covers our Public Works employees, expired on December 31, 2017. Negotiations on a new Labor Agreement began in November and were finalized on Monday, December 18, 2017. Those involved in the negotiations included Local 49 Area Business Representative Cory Bergerson; Shop Steward Karl Stuemke; Finance Officer Tom Kelly; Public Works Director Dale Reed; Town Board Chair Kermes; and myself.

The duration of the new Agreement was negotiated to be three years and a new provision regarding bereavement leave was added. All other provisions of the Labor Agreement are identical to those in the 2017 Agreement.

Negotiated wage changes are as follows:

Increase all wages, premiums and allowances as follows:

January 1, 2018	2%	July 1, 2018	1 ½%
January 1, 2019	2%	July 1, 2019	1 ½%
January 1, 2020	2%	July 1, 2020	1 ½%

It is recommended that the Town Board approve the new labor agreement (attached) for 2018-2020 and that non-union wages be adjusted similarly.

WFS/psw
cc:admin.file
b:2018wages



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 7H – General Business

Subject: **Executive Meeting** – Consider Reschedule January Executive Meeting & Possibly Calling Special Town Board Meeting to Attend DNR Meeting

Documentation: January/February Calendar

Action / Motion for Consideration:

Town Clerk Report at Meeting / Discuss

Consider Rescheduling Executive Meeting
and
Consider Calling A Special Town Board Meeting

JANUARY 2018

HERITAGE HALL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
GIS & Lifeguard Contract Expired 12/31/17	1 <i>New Years Day</i>	2	3 TB Mtg 1) 7:10 Garden Ln Hrg-dog	4 Public Safety Comm	5	6
7	8	9 EDAB	10	11 Utility Commission	12	13
14	15 <i>Martin Luther King Day</i>	16	17 EDA/TB/Org Mtg	18 Park Board	19	20
21	22	23	24	25 Planning Commission	26 Exec Mtg 1) DNR Update 2) Com Mtgs w/TB-schedule	27
28	29	30	31			

FEBRUARY 2018

HERITAGE HALL, 4200 OTTER LAKE ROAD

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 Public Safety Comm Mtg	2	3
4	5 TB -Call bd of Audit Mtg	6	7	8 Utility Comm Mtg	9	10
11	12	13 EDAB Mtg 1) Reschedule March Mtg	14	15 Park Board Mtg	16	17
18	19 Presidents Day	20	21 EDA/WBT 1) Comm Recomm	22 EXEC Mtg 1) DNR update 2) Review ATM Agenda	23	24
25	26	27	28			



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 8.A
**Organizational Meeting
2018 Appointments, Etc.**

Subject: **Town Board Appointments:**
Chair/Vice Chair.
Clerk-Treasurer.
Finance Officer/Deputy Treasurer.

Documentation: 2018 Proposed Appointments

Action / Motion for Consideration:

Appoint Chair / Vice-Chair / Clerk-Treasurer / Finance Officer/Deputy
Treasurer for 2018

Minutes
Town Board Organizational Meeting
February 6, 2017

ORGANIZATIONAL MEETING: A) Chair / Vice Chair; b) CLERK-TREASURER; c) FINANCE OFFICE /DEPUTY TREASURER: **Chair:** Prudhon moved to appoint Robert J. Kermes as Town Board Chair for the coming year. Ruzek seconded. Ayes all.

Town Board Vice-Chair: Kermes moved to appoint Ed M. Prudhon as Town Board Vice-Chair for the coming year. Ruzek seconded. Ayes all.

Clerk-Treasurer: Kermes moved to appoint Bill Short as the Town's Clerk-Treasurer for the coming year. Prudhon seconded. Ayes all.

Finance Officer / Deputy Treasurer: Kermes moved to ratify the Town Clerk-Treasurer's appointment of Tom Kelly as the Town's Finance Officer / Deputy Treasurer for the coming year. Prudhon seconded. Ayes all.



2018 Appointments

Town Board Appointments:

Town Board Chair	Robert J. Kermes
Town Board Vice-Chair	Ed M. Prudhon
Clerk-Treasurer	Bill Short
Finance Officer/Deputy-Treasurer	Tom Kelly

Adopted by the Town Board January 17, 2018.



**Regular & Organizational
Town Board Meeting
January 17, 2018**

**Agenda Number: 8.B
Organizational Meeting
2018 Appointments, Etc.**

Subject: Township Officials:
Building Official/Code Enforcement/Compliance Official.
Hearing Officer.
Economic Development Coordinator.
Public Works Director.
Town Planner.
Fire Marshall/Fire Chief.
Assistant Weed & Tree Inspectors.

Documentation: 2018 Proposed Appointments

Action / Motion for Consideration:

Appoint a Building Official/Code Enforcement/Compliance Official / Hearing Officer / Economic Development Coordinator / Public Works Director / Town Planner / Fire Marshall/Fire Chief / Assistant Weed & Tree Inspectors for 2018

Minutes
Town Board Organizational Meeting
February 6, 2017

TOWNSHIP OFFICIALS: A) BUILDING OFFICIAL / CODE ENFORCEMENT OFFICER / COMPLIANCE OFFICER; B) HEARING OFFICER; C) ECONOMIC DEVELOPMENT COORDINATOR; D) PUBLIC WORKS DIRECTOR; E) TOWN PLANNER; F) FIRE MARSHALL / FIRE CHIEF; G) ASSISTANT WEED & TREE INSPECTORS: Township Officials: Prudhon moved to appoint the following list of Town Officials for the coming year: Mike Johnson as Building Official / Code Enforcement Officer / Compliance Official; Honorable Harry Crump as Hearing Officer for Administrative Fines; Bill Short as Economic Development Coordinator; Dale Reed as Public Works Director; Tom Riedesel as Planner; Julie Swanson, Chief of Police – Administrative Portion; Tom Ballis, District Chief – Operations, Matt Bouthilet – EMS Manager, White Bear Lake Fire

Department; Tom Riedesel and Peter Tholen as Assistant Weed and Tree Inspectors. Ruzek seconded. Ayes all.



2018 Appointments

Township Officials

Building Official / Code
Enforcement Officer /
Compliance Official

Mike Johnson

Hearing Officer

Hon. Harry Crump (Administrative Fines)

Economic Dev. Coordinator

Bill Short

Public Works Director

Dale Reed

Planner

Tom Riedesel

Fire Marshall / Fire Chief

Greg Peterson

Asst. Weed & Tree Inspectors

Tom Riedesel
Pete Tholen

Adopted by the Town Board January 21, 2018.



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 8.C
**Organizational Meeting
2018 Appointments, Etc.**

Subject: **Advisory Commission Liaisons**

Documentation: 2018 Proposed Liaisons to Commissions

Action / Motion for Consideration:

Appoint Liaisons to the Park Board / Planning Commission / Utility Commission / Public Safety Commission / Economic Development Advisory Board for 2018

Minutes
Town Board Organizational Meeting
February 6, 2017

ADVISORY COMMISSION LIAISONS: Prudhon moved to appoint Steve Ruzek as Park Board liaison for the coming year. Kermes seconded. Ayes all.

Kermes moved to appoint Steve Ruzek as Planning Commission liaison for the coming year. Prudhon seconded. Ayes all.

Prudhon moved to appoint Bob Kermes as Utility Commission liaison for the coming year. Ruzek seconded. Ayes all.

Kermes moved to appoint Ed Prudhon as Public Safety Commission liaison for the coming year. Ruzek seconded. Ayes all.

Prudhon moved to appoint Bob Kermes as Economic Development Advisory Board liaison for the coming year. Ruzek seconded. Ayes all.



2018 Appointments

Town Board Liaisons to Advisory Commissions/Boards

2018

Park Board Liaison	Steve Ruzek
Planning Commission Liaison	Steve Ruzek
Utility Commission Liaison	Bob Kermes
Public Safety Commission Liaison	Ed Prudhon
Economic Development Advisory Board Liaison	Bob Kermes

Adopted by the Town Board January 17, 2018.



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 8.D
**Organizational Meeting
2018 Appointments, Etc.**

Subject: **Representatives to Organizations**

Documentation: 2018 Proposed Representatives to Organizations

Action / Motion for Consideration:

Appoint Representatives to Organizations for 2018

**Minutes
Town Board Organizational Meeting
February 6, 2017**

REPRESENTATIVES TO ORGANIZATIONS: Prudhon moved to appoint Bob Kermes as the Town's primary representative and Steve Ruzek as alternate representative to the Ramsey County League of Local Governments for the coming year. Ruzek seconded. Ayes all.

Prudhon moved to appoint Steve Ruzek as the Town's primary representative and Bob Kermes as alternate representative to the Minnesota Association of Townships for the coming year. Ruzek seconded. Ayes all.

Ruzek moved to appoint Ed Prudhon as the Town's primary representative and Bob Kermes as alternate representative to the Vadnais Lakes Area Water Management Organization Board of Directors for the coming year. Kermes seconded. Ayes all.

Kermes moved to appoint Tom Riedesel as staff alternate representative to the Vadnais Lakes Area Water Management Organization Technical Commission for the coming year. Prudhon seconded. Ayes all. Noting that the primary representative position is vacant at this time.

Prudhon moved to appoint Ron Denn as the Town's primary representative and Luke Michaud as alternate representative to the Ramsey/Washington County Cable Commission for the coming year. Ruzek seconded. Ayes all.

Ruzek moved to appoint Bob Kermes as the Town's primary representative and Bill Short as alternate representative to the White Bear Area Chamber of Commerce for the coming year. Prudhon seconded. Ayes all.

Prudhon moved to appoint Bob Kermes as primary representative and Tom Riedesel alternate representative to the Rush Line Corridor for the coming year. Ruzek seconded. Ayes all.

It was noted that Diane Longville and Bryan DeSmet are the Town's representatives to the White Bear Lake Conservation District Board of Directors. Their appointments expire in 2017.



2018 Appointments

Representatives to Organizations

2018

Ramsey County League of Local Govts.
Alternate

Bob Kermes
Steve Ruzek

Minnesota Association of Townships
Alternate

Steve Ruzek
Bob Kermes

Vadnais Lake Area Water Management
Organization – Board of Directors
Alternate

Ed Prudhon
Bob Kermes

Vadnais Lake Area Water Management
Technical Committee
Staff Alternate

Paul Duxbury
Tom Riedesel

Ramsey/Washington County Cable Commission
Alternate

Ron Denn
Luke Michaud

White Bear Area Chamber of Commerce
Alternate

Bob Kermes
Bill Short

Rush Line Corridor
Staff Alternate

Bob Kermes
Tom Riedesel

Adopted by the Town Board January 17, 2018.

White Bear Lake Conservation District
(Board of Directors)

Diane Longville (2020)
(date of 1st election – 1989)

White Bear Lake Conservation District
(Board of Directors)

Bryan DeSmet (2020)
(date of 1st election – 5/21/12)



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 8.E
**Organizational Meeting
2018 Appointments, Etc.**

Subject: **Professional Services Appointments**

Town Attorney	Animal Control Officer
Town Engineer	Electrical Inspector
Town Auditor	Recording Secretary
Financial & Bonding Advisors	Cable Technician
Environmental Consultants	Town Veterinarians

Documentation: 2018 Proposed Professional Services Appointments / Appointment Letters from Town Attorney, Town Prosecutor & Town Engineer

Action / Motion for Consideration:

Appoint a Town Attorney / Town Engineer / Town Auditor / Financial & Bonding Advisors / Environmental Consultants / Animal Control Officer / Electrical Inspector / Recording Secretary / Cable Technician / Town Veterinarians for 2018

Minutes
Town Board Organizational Meeting
February 6, 2017

PROFESSIONAL SERVICE APPOINTMENTS: A) TOWN ATTORNEY; B) TOWN ENGINEER; C) TOWN PROSECUTOR; D) TOWN AUDITOR; E) FINANCIAL AND BONDING ADVISORS; F) ENVIRONMENTAL CONSULTANTS; G) ANIMAL CONTROL; H) ELECTRICAL INSPECTOR; I) RECORDING SECRETARY; J) CABLE TECHNICIAN; TOWN VETERINARIANS: Ruzek moved to make the following Professional Services appointments for the coming year: Patrick J. Kelly and Chad D. Lemmons, Kelly and Lemmons, P.A. as the Town's Municipal Attorneys; Jim Studenski, TKDA & Associates, as the Town's Engineer; Caroline Bell Beckman and Kari Quinn, Erickson, Bell, Beckman & Quinn, P.A., as the Town's Prosecutors; Chris Knopik, Clifton Larsen Allen LLP, as the Town's Auditors; Terri Heaton, Springsted, Inc., as the Town's Financial and Bonding Advisors; Short, Elliot, Hendrickson, as the Town's Environmental Consultants / Scientists / Traffic / Transportations Consultants; Officer Mario Lee, Ramsey County Sheriff's Department, as the Town's Animal Control Officer; Jim Manteufel, Summit Inspections, as the Town's Electrical Inspector; Joan Clemens as the Town's Recording Secretary; Kenny Ronan as the Town's Cable Technician; Dr. Amy Kruchowski-

Phillips and Dr. Shelly Langlie, Lake Animal Hospital, as the Town's Veterinarians. Prudhon seconded. Ayes all.

Kelly & Lemmons, P.A.
A T T O R N E Y S A T L A W

• Chad D. Lemmons
chadlemmons@kellyandlemmons.com

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

January 10, 2018

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

Dear Board of Supervisors:

I am writing at this time to advise that I would again like to be appointed as the attorney for the Town Board of the Township of White Bear for the next fiscal year. I would like to have Patrick Kelly appointed as assistant attorney.

Kelly & Lemmons is familiar with the Town's background, both past and current business, and we are familiar with the general and special Minnesota Statutes and laws affecting the Town. Please be advised that our hourly rate has remained the same for over fifteen years. We are excited and honored to be working with Town staff and we look forward to continuing our excellent relationship with Town staff and Town Board.

On behalf of our firm, thank you for your consideration.

Respectfully yours,

KELLY & LEMMONS, P.A.

/s/ Chad D. Lemmons

Chad D. Lemmons

CDL/tab

E RICKSON,
B ELL,
B ECKMAN &
Q UINN, P.A.

1700 West Highway 36
Suite 110
Roseville, MN 55113
(651) 223-4999
(651) 223-4987 Fax
www.ebbqlaw.com

James C. Erickson, Sr.
Caroline Bell Beckman
Charles R. Bartholdi
Kari L. Quinn
Mark F. Gaughan
James C. Erickson, Jr.
Erich J. S. Hartmann
Melissa K. Loonan
Robert C. Bell
(1926 - 2014)

RECEIVED
AUG 04 2017
TOWN OF WHITE BEAR

August 1, 2017

Mr. William F. Short
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

RE: Proposed 2018 Prosecution Retainer
Our File No.: 5633-00004

Dear Mr. Short:

It continues to be an honor and privilege to serve as White Bear Township's prosecuting attorneys. We hope to continue our relationship as the City's prosecuting attorneys in 2018.

One and one-half years ago our office added a new associate attorney, Natalie Staeheli, to fulfill our increased prosecution demands in Maplewood Court. Since that time Ms. Staeheli has left our office to go to work for the Rice County Attorney's office, and we have replaced her with Melissa Loonan who started on July 10th. We look forward to bringing her to a workshop and introducing her to the City Council. Ms. Loonan comes to us with prior criminal experience in Dakota and Anoka Counties, and she will be an asset to our municipal prosecution group.

Our office was involved in rectifying the 2015 changes to the Ramsey County Maplewood Court calendaring system which had increased our prosecution court time by more than double. Our office never passed on the significant additional costs of that added time in court and, instead, worked with the court system to address those issues. As a result, we have been able to maintain the City's prosecution retainer costs and have not passed the increased costs on to you.

Because the suburban prosecutors are now assigned specific judges who, in turn, track with each case we have, scheduling of cases can be more difficult and at times results in downtown court appearances. We are experiencing having to appear at more hearings downtown, especially involving DUI charges that are being challenged.

Mr. William F. Short
August 1, 2017
Page 2

Changes to the Minnesota Statutes made a first time drug possession charge now a gross misdemeanor which our office prosecutes. This has increased our caseload but we did not pass that cost on to the City. We continue to have two and one-half paralegals who assist with the prosecution as well as five attorneys who handle the prosecution for Vadnais Heights so there is always someone available to take calls 24 hours a day, appear in court and get out complaints for in-custody defendants.

We have had to spend additional time working towards accessing Minnesota Government Access which will eventually be replacing the Odyssey MNCIS program, along with the new Department of Motor Vehicles (MNLARS) website for accessing motor vehicle records.

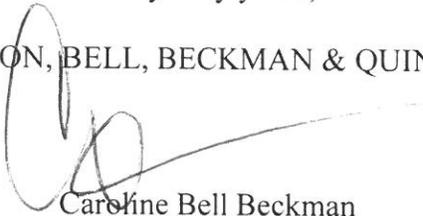
As always, we continue to seek increased fine revenue to help offset the cost of prosecution. At this time we are proposing a modest increase in our retainer by 2.5 percent. Our proposed monthly retainer increase is \$74.00 per month for prosecution services for a total monthly retainer of \$3,045.00.

Vehicle forfeitures and criminal appeals will continue to be handled on an hourly basis, and we propose to increase our hourly rate to \$190.00 on those matters.

We look forward to retaining our longstanding relationship with the White Bear Township in 2018.

Very truly yours,

ERICKSON, BELL, BECKMAN & QUINN, P.A.

A handwritten signature in black ink, appearing to read 'Caroline Bell Beckman', is written over the printed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Caroline Bell Beckman

/dj



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

January 9, 2018

Honorable Chairman and Town Board
White Bear Township, Minnesota

Re: 2018 Annual Appointment of Town Engineer
White Bear Township, Minnesota

Dear Board Members:

The Town Board annually considers the appointment of the engineering consultant for the upcoming year.

Since 1976, TKDA has provided engineering services for the Town in a professional, timely and cost-effective manner. This has been performed at a level commensurate with the desires of White Bear Township.

We recognize that the cost and value of Professional Services are important concerns for our clients. TKDA works closely with the Town's staff on an as-needed basis. TKDA would like to continue providing those services as your Town Engineer in the year 2018.

TKDA provides services to the Town on an hourly rate based upon the actual salaries of the engineers or technicians working on the specific project or task. There is no retainer or other monthly fee.

We do understand the financial challenges that the Township and its residents face. We have done our best to hold the line on our rates and adjust to the economy.

There is no contract change for 2018 and I will continue to be your primary contact person.

I will be present at the January 17th Town Board Meeting if there are any questions.

Sincerely,

A handwritten signature in black ink that reads "James E. Studenski".

Jim Studenski, PE



2018 Appointments

Professional Services

Town Attorney	Chad D. Lemmons, Patrick J. Kelly, Assistant Attorney, Kelly & Lemmons P.A.
Town Engineer	Jim Studenski TKDA & Associates
Town Prosecutor	Caroline Bell Beckman Kari Quinn (assistant) Erickson, Bell, Beckman & Quinn P.A.
Town Auditor	Chris Knopik Clifton Larsen Allen LLP
Financial & Bonding Advisors	Terri Heaton Springsted, Inc.
Environmental Consultants / Scientists / Traffic / Transportation Consultants	Short, Elliot, Hendrickson
Animal Control Officer	Officer Mario Lee Ramsey County Sheriff's Department
Electrical Inspector	Jim Manteufel Summit Inspections
Recording Secretary	Joan Clemens
Cable Technician	Kenny Ronan
Town Veterinarians	Dr. Amy Kruchowski & Dr. Shelly Langlie Lake Animal Hospital

Adopted by the Town Board January 17, 2018.



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 8.F
**Organizational Meeting
2018 Appointments, Etc.**

Subject: **Roberts Rules of Order – Adopt as Rules of
Conduct for Meetings**

Documentation: None

Action / Motion for Consideration:

Adopt Roberts Rules of Order as the Official Rules of Conduct for Town Board Meetings and Appoint the Town Attorney as the Parliamentarian for the Town Board Meetings

Minutes
Town Board Organizational Meeting
February 6, 2017

ROBERTS RULES OF ORDER – ADOPT AS RULES OF CONDUCT FOR MEETINGS: Ruzek moved to adopt Roberts Rules of Order as rules of conduct for Town Board Meetings and appoint the Town Attorney as Parliamentarian for the Town Board Meetings. Prudhon seconded. Ayes all.



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 8.G
**Organizational Meeting
2018 Appointments, Etc.**

Subject: **Official Posting Places – Designate Official
Posting Places**

Documentation: None

Action / Motion for Consideration:

Designate the Following Places as the Township's Official Legal Posting Places:

- Township Administrative Office, 1281 Hammond Road
- Heritage Hall, 4200 Otter Lake Road
- Bellaire Park, 2560 County Road F
- Glider Park, 2626 Suzanne Circle
- Well No. 6, 2525 Buffalo Street

**Minutes
Town Board Organizational Meeting
February 6, 2017**

OFFICIAL POSTING PLACES – DESIGNATE OFFICIAL POSTING PLACES: Prudhon moved to designate the following places as the Township's official posting places: Township Administrative Office, 1281 Hammond Road; Heritage Hall, 4200 Otter Lake Road; Bellaire Park, 2560 County Road F; Glider Park, 2626 Suzanne Circle; Well No. 6, 2525 Buffalo Street. Ruzek seconded. Ayes all.



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 8.H
**Organizational Meeting
2018 Appointments, Etc.**

Subject: **Official Newspaper – Designate Official
Newspaper**

Documentation: Press Publications Letter

Action / Motion for Consideration:

Designate the White Bear Press as the Official Newspaper for the Township for 2018*

*This is a \$.48 increase over the 2017 rate for legal notices

**Minutes
Town Board Organizational Meeting
February 6, 2017**

OFFICIAL NEWSPAPER – DESIGNATE OFFICIAL NEWSPAPER: Ruzek moved to designate the White Bear Press as the Official Newspaper of the Township for 2017. Prudhon seconded. Ayes all.



4779 Bloom Ave., White Bear Lake, MN 55110 • Phone: 651-407-1200 • Fax: 651-429-1242

December 15, 2017

Town Board
Town of White Bear
c/o Ms. Patti Walstad
1281 Hammond Road
White Bear Lake, MN 55110

Dear Board Members:

Please present to the voters in the Town of White Bear our interest in having the *White Bear Press* designated as the official newspaper for the township in 2018.

We meet all the legal publication requirements under state statutes. Our circulation is audited by Verified Audit Circulation, an independent firm.

We offer submittal of legal notices by mail, fax at (651) 429-1242, or e-mail to: legals@presspubs.com - clearly labeling them as "Legal Notices."

There will be a slight increase in the rate for your legal notices this year due to increased cost of health care and paper. We are asking for \$16.55 per column inch, in 7-point type at 9-lines per inch.

The rate for publishing condensed minutes of the town board will remain at \$10.90 per column inch.

Our deadline for legal notices is Thursday by 5:00 p.m. for the following Wednesday's publication. We will do our best to try to accommodate a notice that would be submitted after deadline if we are advised by email and a phone call by the deadline.

We enjoy working with you and your staff and look forward to being of service to the township.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Graber', is written over a faint, larger version of the same signature.

Lisa Graber
Legal Notice Coordinator

LG:mp

Misc: WhiteBearTownship2018.doc

Your Best Source For Community Information

White Bear Press • Vadnais Heights Press • Quad Community Press • Shoreview Press • The Citizen • The Lowdown • North Oaks News
news@presspubs.com ppcomp@presspubs.com marketing@presspubs.com ppcirc@presspubs.com



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 8.1
**Organizational Meeting
2018 Appointments, Etc.**

Subject: **Establish Meeting Dates – Town Board / Ratify
EDA Meeting Dates**

Documentation: None

Action / Motion for Consideration:

Set the First Monday of Each Month as the Regular Town Board Meeting Date / Set the Third Monday of Each Month as the Special Town Board Meeting Date (Unless Otherwise Designated by the Town Board), with Meetings to be Held at Heritage Hall, 4200 Otter Lake Road, Beginning at 7:00 p.m.

Set the Fourth Friday of Each Month as the Date for the Town Board Executive Meetings (Unless Otherwise Designated by the Town Board), with Meetings to be Held at the Township Administrative Offices, 1281 Hammond Road, Beginning at 12:00 Noon.

Ratify the EDA Action to Set the Third Monday of Each Month as the Regular Meeting Date for the Economic Development Authority Meetings (Unless Otherwise Designated by the Town Board), to be Held at Heritage Hall, 4200 Otter Lake Road, Beginning at 6:40 p.m.

Minutes
Town Board Organizational Meeting
February 6, 2017

ESTABLISH MEETING DATES – TOWN BOARD / RATIFY EDA MEETING DATES: Kermes moved to set the first Monday of each month as the Regular Town Board Meeting date, and to set the second Monday as the Special Town Board Meeting date (unless otherwise designated by the Town Board), with meetings to be held at Heritage Hall, 4200 Otter Lake Road, starting at 7:00 p.m. Ruzek seconded. Ayes all.

Ruzek moved to set the fourth Friday of each month as the date for the Town Board Executive Meetings (unless otherwise designated by the Town Board), with meetings to be held at the Township Administrative Offices, 1281 Hammond Road, beginning at 12:00 noon. Prudhon seconded. Ayes all.

Prudhon moved to ratify the EDA action to set the third Monday of each month as the Regular Meeting date for the Economic Development Authority Meetings (unless otherwise designated by the Town Board, with meetings to be held at Heritage Hall, 4200 Otter Lake Road at 6:40 p.m. Ruzek seconded. Ayes all.



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 8.J
**Organizational Meeting
2018 Appointments, Etc.**

Subject: **Advisory Boards/Commissions Members /
Service Providers – Recognize Service**

Documentation: Commission Member Lists

Action / Motion for Consideration:

Recognize the Following EDAB Members:

Scott McCune / Paul Keleher / Beth Artner / Robert Scherman / Thomas Horak / Dave Zinschlag

Recognize the Following Park Board Members:

Charles (Check) Archer (who resigned at the end of 2017 / Erik Peterson who resigned at the end of 2017/ Scott Lombardi / Patricia Lee / Steve Swisher / Salena Koster / Steve Reeves

Recognize the Following Planning Commission Members:

Ronald Denn / Ronald Ulbrich who resigned in 2017 / Beth Artner / Zachary Flann / David Kotilinek / Bill Patrick / Mark Griffin who will be moving to another commission in 2018

Recognize the Following Public Safety Commission Members:

Stephen Lee / James Linn / Patrice Pozzini-Stedman / Sandra LeBlanc / Richard Brueckner / Janice Timmers / Connie Anderson

Recognize the Following Utility Commission Members:

Paul Groschen / Nancy Pehrson / Trent Bernstein / Dennis DeLoach /
Scott McCune / Sylvia Hesse

Recognize the Following Township Public Service Providers:

Ramsey County Sheriff's Department / White Bear Lake Fire Department

Minutes
Town Board Organizational Meeting
February 6, 2017

ADVISORY BOARDS / COMMISSION MEMBERS / SERVICE PROVIDERS – RECOGNIZE:

Kermes recognized and thanked the individual Economic Development Advisory Board members as follows: Scott McCune, Paul Keleher, Beth Artner, Robert Scherman, Thomas Horak, Dave Zinschlag, Heidi Johnson. Ruzek seconded. Ayes all.

Ruzek recognized and thanked the following Park Board members: Charles (Chuck) Archer, Erik Peterson, Scott Lombardi, Patricia Lee, Steve Swisher and members who resigned in 2016: Dawn Kennedy and Peter Nasvik. Prudhon seconded. Ayes all.

Prudhon recognized and thanked the following Planning Commission members as follows: Ronald Denn, Ronald Ulbrich, Beth Artner, Zachary Flann, David Kotilinek, Bill Patrick, Mark Griffin. Ruzek seconded. Ayes all.

Prudhon recognized and thanked the following Public Safety Commission members: Stephen Lee, James Linn, Patrice Pozzini-Stedman, Sandra LeBlanc, Richard Brueckner, Janice Timmers and member who resigned in 2016, Ron Hawkins and noting that Connie Anderson is a new member filling the vacancy. Ruzek seconded. Ayes all.

Kermes recognized and thanked the following Utility Commission members: Paul Groschen, Nancy Pehrson, Trent Bernstein, Dennis DeLoach, Scott McCune, Sylvia Hesse. Ruzek seconded. Ayes all.

Prudhon moved to recognize the following Township Public Service Providers: Ramsey County Sheriff's Office; White Bear Lake Fire Department. Ruzek seconded. Ayes all.

ECONOMIC DEVELOPMENT ADVISORY BOARD

COMMISSIONER

Bob Kermes
4358 Fisher Lane
White Bear Township, MN 55110
651-426-7337 (home)
rrkermes@gmail.com

RECORDING SECRETARY

Joan Clemens
651-738-0921 (home) 612-618-0602 (cell)
goldendelta@comcast.net

ADVISOR

Bill Short
651-747-2758 (office)
bill.short@whitebeartownship.org

MEMBERS

Scott McCune
5250 Anderlie Lane
White Bear Township, MN 55110
651-470-8660 (cell) 612-436-6280 (work)
scott_mccune@icloud.com

Term Expires: August 17, 2018

Appointed: 8/17/15
Reappointed:

Paul Keleher, Vice Chair (4/15/13)
4150 Hillaire Road
White Bear Township, MN 55110
651-429-4048 (home) 651-248-1552 (cell)
pjkele@msn.com

Term Expires: April 30, 2018

Appointed: 1/22/08 to fill an unexpired term
Reappointed: 8/17/09, 4/19/10, 7/7/12, 5/7/12, 5/1/15

Beth Artner
5414 Bald Eagle Blvd E
White Bear Township, MN 55110
651-426-8160 (home) 651-503-4471 (cell)
beth.artner@mac.com

Term Expires: April 30, 2018

Appointed: 7/20/15
Reappointed:

Robert Scherman
2453 Buffalo Street
White Bear Township, MN 55110
651-426-2511 (home) 651-208-2826 (cell)
bobscherman@msn.com

Term Expires: April 30, 2018

Appointed: 9/21/09
Reappointed: 5/7/12, 5/18/15

Thomas J. Horak
2670 Bartylla Court
White Bear Township, MN 55110
651-699-4828 (home) 651-226-4150 (cell)
t.horak@comcast.net

Term Expires: April 30, 2020

Appointed: 11/17/08 to fill an unexpired term
Reappointed: 4/18/11, 4/21/14, 4/2017

Dave Zinschlag
Water Gremlin Company
4400 Otter Lake Road
White Bear Township, MN 55110
651-209-9441 (work)
dave.zinschlag@watergremlin.com
725 Nightingale Blvd, Stillwater, MN 55082
651-439-5988 (home) 612-616-3470 (cell)

Term Expires: April 30, 2016

Appointed: 9/19/11 to fill unexpired term
Reappointed: 7/22/13

VACANT

Term Expires: April 30, 2019

Appointed: 9/19/2016
Reappointed:

PARK BOARD

COMMISSIONER

Steve Ruzek
5529 Fisher Court
White Bear Township, MN 55110
651-247-3673
theruzeks@aol.com

RECORDING SECRETARY

Joan Clemens
651-738-0921 (home) 612-618-0602 (cell)
goldendelta@comcast.net

ADVISOR

Tom Riedesel
651-747-2761 (office) 651-261-2706 (cell)
tom.riedesel@whitebeartownship.org

ADVISOR

Dale Reed, Public Works Director
651-747-2777 (office) 651-775-4295 (cell)
dale.reed@whitebeartownship.org

MEMBERS

Jason DeMoe
1403 Brandlwood Road
White Bear Township, MN 55110
651-331-8076 (cell) 763-233-0708 (work)

Term Expires: April 30, 2018

Appointed: 1/3/2018

Erik Josephson
4188 Forest Court
White Bear Township, MN 55110
703-859-4054 (cell)
erjosephson@gmail.com

Term Expires: April 30, 2018

Appointed: 1/3/2018

Scott Lombardi
5471 Franklin Ave
White Bear Township, MN 55110
651-493-8600 (home) 651-274-1584 (cell)
scottlombardi81@gmail.com

Term Expires: April 30, 2018

Appointed: 3/2/15

Reappointed:

Patricia Lee
1737 Pioneer Lane
White Bear Township, MN 55110
651-426-3652 (home) 651-271-9941 (cell)
leepatricia1950@aol.com

Term Expires: April 30, 2019

Appointed: 7/16/01

Reappointed: 9/20/04, 2007, 4/19/10, 6/3/13,
6/6/16

Steve Reeves
5341 Cedarwood Court
White Bear Lake, MN 55110
651-755-6072 (cell)
reeves23@comcast.net

Term Expires: April 30, 2018

Appointed: 1/23/17 to fill unexpired term

Reappointed:

Salena Koster
3991 Lakewood Ave
White Bear Township, MN 55110
651-431-0326 (cell)
salena.koster@gmail.com

Term Expires: April 30, 2019

Appointed: 3/6/17 to fill unexpired term

Reappointed:

Steve Swisher
1210 Pond View Lane
White Bear Township, Minnesota 55110
612-916-1229 (cell)
steve.swisher@yahoo.com

Term Expires: April 30, 2018

Appointed: 9/9/15

Reappointed:

E-mail Agenda to: jon.anderson@isd624.org

PLANNING COMMISSION

COMMISSIONER

Steve Ruzek
5529 Fisher Court
White Bear Township, MN 55110
651-247-3673
theruzeks@aol.com

RECORDING SECRETARY

Joan Clemens
651-738-0921 (home) 612-618-0602 (cell)
goldendelta@comcast.net

ADVISOR

Tom Riedesel
651-747-2761 (office) 651-261-2706 (cell)
tom.riedesel@whitebeartownship.org

MEMBERS

Steve Swisher
1210 Pond View Lane
White Bear Township, MN 55110
612-916-1229 (cell) 612-999-2348 (work)
steve.swisher@yahoo.com

Term Expires: April 30, 2018
Appointed: 1/3/2018

Ronald Denn, Chair (7/20/15)
5655 Portland Avenue
White Bear Township, MN 55110
612-859-4979 (cell)
rjdconst@aol.com

Term Expires: April 30, 2020
Appointed: 8/1/11
Reappointed: 5/5/14, 4/17/17
Vice Chair: 5/22/14

Beth Artner
5414 Bald Eagle Blvd E
White Bear Township, MN 55110
651-426-8160 (home) 651-503-4471 (cell)
beth.artner@mac.com

Term Expires: April 30, 2018
Appointed: 8/3/98 to fill unexpired term
Reappointed: 4/30/00, 5/19/03, 7/5/06, 8/17/09,
6/4/12, 5/18/15
Chair: 6/4/12, 7/8/13

Zachary Flann
4157 Bellaire Avenue
White Bear Township, MN 55110
763-443-0290 (cell) 612-278-7704 (work)
zflann@gmail.com or zflann@millerdunwiddie.com

Term Expires: April 30, 2020
Appointed: 4/18/16 to fill unexpired term
Reappointed: 4/17/17

David Kotilinek, Vice Chair (7/20/2015)
5245 Division Avenue
White Bear Township, MN 55110
651-426-0544 (home) 651-755-3246 (cell)
fkotilinek10@msn.com

Term Expires: April 30, 2019
Appointed: 8/1/11 to fill unexpired term
Reappointed: 7/8/13, 4/17/17

Bill Patrick
5701 Birch Road
White Bear Township, MN 55110
651-429-3409 (home) 651-983-9182 (cell)
651-644-7122 (work)
twpatrick1@gmail.com

Term Expires: April 30, 2020
Appointed: 10/8/81
Reappointed: 5/1/96, 5/3/99, 5/6/02, 5/2/05,
5/5/14, 4/17/17

Monica Loes
2634 Martin Way
White Bear Township, MN 55110
612-208-8808 (cell)
loes.monica@gmail.com

Term Expires: April 30, 2019
Appointed: 1/3/2018

*** email agenda packet

PUBLIC SAFETY COMMISSION

COMMISSIONER

Ed Prudhon
5435 Peterson Road
White Bear Township, MN 55127
651-429-6772 (home) 612-868-7669 (cell)
eprudhon@msn.com

RECORDING SECRETARY

Joan Clemens
651-738-0921 (home) 612-618-0602 (cell)
goldendelta@comcast.net

ADVISOR

Bill Short
651-747-2758 (office)
bill.short@whitebeartownship.org

MEMBERS

Stephen Lee, Chair
1737 Pioneer Lane
White Bear Township, MN 55110
651-426-3652 (home) 651-325-8118 (cell)
stevejpl57@yahoo.com

Term Expires: April 30, 2019

Appointed: 8/21/95
Reappointed: 4/20/98, 4/16/01, 9/20/04, 5/21/07,
4/19/10, 5/7/12, 5/6/13, 6/6/16

James Linn, Vice Chair (4/18/11)
2642 Suzanne Circle
White Bear Township, MN 55110
651-653-8404 (home) 612-716-2131 (cell)
612-624-1205 (work)
linnx002@umn.edu

Term Expires: April 30, 2017

Appointed: 12/20/04 to fill an unexpired term
Reappointed: 5/2/05, 5/19/08, 4/18/11, 4/2014

Patrice Pozzini-Stedman
2499 Taylor Avenue
White Bear Township, MN 55110
651-308-8958 (cell) 651-275-5006 (work)
ppstedman@hotmail.com

Term Expires: April 30, 2020

Appointed: 6/6/90
Reappointed: 5/1/96, 6/21/99, 10/21/02, 5/2/05,
5/19/08, 4/18/11, 4/2014, 4/2017

Sandra LeBlanc
5555 Fenway Court
White Bear Township, MN 55110
651-426-0746 (home) 612-868-4673 (cell)
keithleblanc@comcast.net

Term Expires: April 30, 2018

Appointed: 7/16/01 to fill unexpired term
Reappointed: 5/19/03, 7/5/06, 5/7/12, 5/18/15

Richard Brueckner
4285 Pond View Court
White Bear Township, MN 55110
* 5481 Harrow Terrace, Sarasota, FL 34241
651-653-0353 (home) 651-448-0234 (cell)
941-927-3209 (winter home)

Term Expires: April 30, 2019

Appointed: 1/5/98
Reappointed: 4/20/98, 4/16/01, 9/20/04, 5/21/07,
4/19/10, 5/7/12, 5/6/13, 6/6/16

Janice Timmers
5599 Hugo Road
White Bear Township, MN 55110
651-653-9566 (home)
janatthelake@comcast.net

Term Expires: April 30, 2019

Appointed: 7/17/06 to fill unexpired term
Reappointed: 5/21/07, 2/16/10, 4/19/10, 5/16/13,
6/6/16

Connie Anderson
2545 4th Street
White Bear Township, MN 55110
651-429-2416 (home) 651-356-1953 (cell)
canderson@whitebearlake.org

Term Expires: April 30, 2019

Appointed: 2/22/16
Reappointed:

Mark Griffin (Alternate)
4359 Fisher Lane
White Bear Township, MN 55110
651-653-7512(home) 612-670-7139 (cell)
612-348-5318 (work)
mvgriff@gmail.com or
mark.griffin@co.hennepin.mn.us

Term Expires: April 30, 2019
Appointed: 1/3/2018

E-mail Agenda to: terry.soukkala@co.ramsey.mn.us
* Winter Address (confirm dates in September)



**WHITE BEAR
TOWNSHIP**

UTILITY COMMISSION

COMMISSIONER

Bob Kermes
4358 Fisher Lane
White Bear Township, MN 55110
651-426-7337 (home)
rrkermes@gmail.com

RECORDING SECRETARY

Joan Clemens
651-738-0921 (home) 612-618-0602 (cell)
goldendelta@comcast.net

ADVISOR

Bill Short
651-747-2758 (office)
bill.short@whitebeartownship.org

MEMBERS

Paul Groschen, Chair (6/3/13)
2494 8th Street
White Bear Township, MN 55110
651-429-8696 (home) 651-400-0155 (cell)
763-551-7419 (work)
paul.groschen@selectcomfort.com

Term Expires: April 30, 2019

Appointed: 10/3/88 & 6/22/98
Reappointed: 7/16/01, 9/20/04, 6/18/07, 4/19/10,
6/3/13, 5/2/16

Nancy C. Pehrson, Vice-Chair (6/3/13)
5235 Bald Eagle Blvd W
White Bear Township, MN 55110
651-426-9521 (home) 612-321-5452 (work)
nancy.pehrson@centerpointenergy.com

Term Expires: April 30, 2019

Appointed: 4/30/95 to fill unexpired term
Reappointed: 3/4/96, 4/20/98, 7/16/01, 9/20/04,
6/18/07, 4/19/10, 6/3/13, 5/2/16

Trent Bernstein
2580 Randy Avenue
White Bear Township, MN 55110
651-429-6014 (home) 651-329-9105 (cell)
952-925-7555 (work)
tbernstein@usfamily.net

Term Expires: April 30, 2017

Appointed: 5/16/11
Reappointed:

Dennis DeLoach
3903 Lakewood Avenue
White Bear Township, MN 55110
651-426-7306 (home)

Term Expires: April 30, 2017

Appointed: 6/20/11
Reappointed:

Scott McCune
5250 Anderlie Lane
White Bear Township, MN 55110
651-470-8660 (cell) 612-436-6280 (work)
scott_mccune@icloud.com

Term Expires: April 30, 2018

Appointed: 4/7/14 to fill unexpired term
Reappointed: 9/9/15

Sylvia Hesse
779 Gilfillan Court
White Bear Township, MN 55127
* 5949 Pelican Bay Plaza S Apt 1006
Gulfport, FL 33707
651-336-6220 (cell) **unlisted don't give out**
shesse@mac.com

Term Expires: April 30, 2018

Appointed: 3/3/03 to fill unexpired term
Reappointed: 5/19/03, 7/5/06, 8/17/09, 6/4/12,
7/20/15

George Fredricks
5958 Hobe Lane
White Bear Township, MN 55110
651-331-0105 (cell)
georgef@mnmechmpls.com

Term Expires: April 30, 2020

Appointed: 1/3/2018
Reappointed:

Agenda Packets: Jim Studenski-as needed
* Winter Address (November - April)



WHITE BEAR TOWNSHIP



**Regular & Organizational
Town Board Meeting
January 17, 2018**

Agenda Number: 9 – 10 - 11 - 12

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