



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

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WHITE BEAR TOWNSHIP, MN 55110

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

AGENDA TOWN BOARD MEETING MAY 7, 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 April 16, 2018 (Additions/Deletions).
5. **Consent Agenda:**
 - A. **No Parking Zone Waiver** – In Accordance with Section 1-9 of Ordinance No. 17, Approve the “No Parking Zone” Waiver Permit for 5228 East Street for Saturday, June 9, 2018, from 10:00 a.m. - 10:00 p.m. for a Graduation Party, Noting that the Signs Must be Uncovered by 10:00 p.m. After the Party.
 - B. **National Police Week** – Adopt Resolution Recognizing National Police Week as May 13-19, 2018.
 - C. **South Shore Trinity Lutheran Church** – In Accordance with the Township’s Special Events Policy, Grant Non-Exclusive Use of Bellaire Beach to South Shore Trinity Lutheran Church, 2480 South Shore Boulevard, to Hold Outdoor Worship Services, Weather Permitting, on June 10 & 24, July 8, 22, & 29 & August 12, 26, Beginning at 9:45 a.m. for Two Hours per Service & to Allow Use of Electricity from the Township’s Lifeguard Building to Power the South System.
 - D. **Independent School District 624, Otter Lake Elementary School, 1401 County Road H-2** – Call Public Hearing for Monday, June 4, 2018 @ Heritage Hall, 4200 Otter Lake Road, to Consider the Request for a Conditional Use Permit to Allow Construction of a 65’ x 75’ Accessory Structure.
 - E. **Improvement 2018-2 – Cambridge Downs** – Adopt Resolution Declaring Official Intent to Reimburse Expenditures.
 - F. **May Executive Meeting Date** – Reschedule May Executive Meeting to Friday, May 18, 2018 Due to the Memorial Day Holiday.
 - G. **4133 Oakmede Lane** – Approve Adjustment of Invoice.
 - H. **Administrative Driveway Variance** – In Accordance with Town Ordinance No. 35, Section 9-6.3(e) & Based on Staff Review & Recommendation &



recycled paper

**Agenda
Town Board Meeting
May 7, 2018**

- Approval, Ratify the Town Clerk's Issuance of an Administrative Driveway Variance at 1343 Horseshoe Court.
- I. **Economic Development Advisory Board** – Re-Appoint Scott McCune & Beth Artner to Three Year Terms on the Economic Development Advisory Board to Expire April 30, 2021.
 - J. **Public Safety Commission** - Re-Appoint Sandra LeBlanc to a Three Year Term on the Public Safety Commission to Expire April 30, 2021.
 - K. **Park Board** – Re-Appoint Erik Josephson, Jason DeMoe, Scott Lombardi & Steve Reeves to Three Year Terms on the Park Board to Expire April 30, 2021.
 - L. **Utility Commission** – Re-Appoint Scott McCune to a Three Year Term on the Utility Commission to Expire April 30, 2021.
 - M. **Planning Commission** – Re-Appoint Beth Artner & Steve Swisher to Three Year Terms on the Planning Commission to Expire April 30, 2021.
6. **Old Business:** None.
7. **New Business:**
- A. **7:15 p.m. Public Hearing – Improvement 2018-3 Centerville Road Improvements:**
 - 1. Receive Feasibility Report – Presentation by Steve Weser.
 - 2. Receive Appraisal.
 - 3. Order Improvement.
 - 4. Adopt Resolution of Intent to Reimburse.
 - B. **White Bear Lake Conservation District Board Members** – Bryan DeSmet & Diane Longville Presentation.

Town Planner Items:

- C. **Institution Community Work Crew (ICWC) Contract** – Approve Renewal of Contract.
- D. **Comprehensive Plan Extension** – Authorize Submission of Extension & Approve Resolution Requesting Submission Extension.
- E. **Independent Contractor Agreement for Township Day** – Approve Contract with Lisa Beecroft From May 2018 Through October 2018.
- F. **Little Free Library – Brandlwood Park** – Approve License Agreement for Construction of a Little Free Library at Brandlwood Park.
- G. **Adam & Nicole Moore, 5707 Birch Road** – Approve Request for 8.4% Green Area Variance to Allow a Driveway Addition.
- H. **Jason LeClaire, 2064 Stillwater Street** – Approve Request for 9% Green Area Variance to Pave a Driveway.
- I. **Lake Links Trail Suputo Rest Stop** – Update.

**Agenda
Town Board Meeting
May 7, 2018**

Public Works Director Items:

- J. **Replacement of #25 Pickup Truck – Authorize Purchase.**
- K. **Fox Meadow Park Shelter – Approve Roof Rehabilitation Quote.**
- L. **Vehicle Gateway Base Station for Automated Meter Reading – Approve Joint Purchase with the City of Hugo.**

General Business:

- M. **Solicitor License Request – Custom Remodelers, Inc.**
 - N. **Northwoods Entertainment, LLC d/b/a Emagine White Bear – On-Sale & Sunday Liquor License Request.**
 - O. **5250 East County Line Road, City of Dellwood – Approve Joint Powers Agreement.**
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- 8. **Added Agenda Items.**
 - 9. **Open Time.**
 - 10. **Receipt of Agenda Materials & Supplements.**
 - 11. **Adjournment.**



White Bear Township
Strategic Mission, Vision and Values

Mission:

To provide White Bear Township residents, businesses and visitors with reliable, high quality municipal services while serving as open and responsible stewards of the public trust.

Vision:

White Bear Township as an attractive community that residents and businesses are proud to call home and provides the welcoming, practical and engaging spirit of Township “grassroots” government.

What We Value:

- ✚ **Real Citizen Participation:** Residents of White Bear Township having a voice in the operation and substance of their local government.
- ✚ **“Township Nice”:** Ensuring people feel comfortable and welcome when meeting with our Town Board and when interacting with Township staff.
- ✚ **Transparency and Trust:** Conduct our business in an open and public manner and be responsive to concerns. Provide a communication system to help residents and businesses to be well informed of Township activities.
- ✚ **Being Grounded in Common Sense:** Knowing who we are with a strong focus on essential functions.
- ✚ **Flexibility:** Showing a capacity to adjust, accommodate and be open to new ideas and methods.
- ✚ **Collaboration:** Working together with our neighbors, other communities and other levels of government to advance our Township Mission and Vision.
- ✚ **Financial Responsibility:** Demonstrating careful in our management and allocation of resources necessary to provide needed services sustain a vibrant future for our Township.



**Town Board Meeting
May 7, 2018**

Agenda Number: 1 - 2 - 3 - 4

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

Approval of May 7, 2018 Agenda

Approval of Payment of Bills

Approval of Minutes of April 16, 2018 Town Board Meeting

Documentation: May 7, 2018 Agenda
April 16, 2018 Town Board Minutes

Action / Motion for Consideration:

Call meeting to order:	7:00 p.m.
Approval of Agenda:	May 7, 2018 (additions/deletions)
Approval of Payment of Bills	
Approval of Minutes:	April 16, 2018 Town Board Minutes

**MINUTES
TOWN BOARD MEETING
APRIL 16, 2018**

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

Present: Supervisors: Kermes, Prudhon, Ruzek; Clerk: Short; Attorney: Lemmons; Public Works Director: Reed; Building Official / Code Enforcement Officer: Johnson; Engineer: Studenski.

APPROVAL OF AGENDA (Additions/Deletions): Prudhon moved approval of the agenda as submitted. Ruzek seconded. Ayes all.

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

APPROVAL OF MINUTES OF APRIL 2, 2018 (Additions/Deletions): Prudhon moved approval of the Minutes of April 2, 2018. Ruzek seconded. Ayes all.

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5A) Reschedule Hearing Date for Vacation of Excess right-of-Way, 5428 East Bald Eagle Boulevard, Originally Set for Monday, May 7, 2018 at 7:10 p.m. to Monday, June 18, 2018 at 7:10 p.m. to Allow for Proper DNR Notification; 5B) Based on Staff Review & Recommendation Authorize Notification to the Ramsey County Sheriff's Office Water Patrol Unit of the Township's Approval of the 2018 Bald Eagle Ski Team's Slalom Course on Bald Eagle Lake; 5C) Call Public Hearing for Monday, May 21, 2018 at 7:10 p.m. for Special Three Dog License Renewal, 5941 Otter View Trail; 5D) Approve Resolution in Support of Ramsey County's Placement of No Parking Signs on Centerville Road – Centerville Road Lunds & Byerly's Improvement Project; 5E) Based on Staff Review & Recommendation Approve the Disposal of Surplus Town Equipment at a State of Minnesota Surplus Services Auction as Outlined in the Staff memo with Proceeds Being Deposited into the General Fund; 5F) Receive Finance Officer Fourth Quarter Financial Report; 5G) Receive Finance Officer First Quarter Finance Report; 5H) Appoint Kent Brunner to Fill an Unexpired Term on the EDAB through April 30, 2019. Prudhon seconded. Ayes all.

OLD BUSINESS: There were no Old Business Agenda Items

BUILDING INSPECTOR: 1ST QUARTER CONSTRUCTION REPORT: The Building Inspector reviewed 1st Quarter Construction Report. Four single housing permits were issued in 1st quarter 2018 for a valuation of \$1,032,000 compared to three permits for 1st quarter 2017 for a valuation of \$775,000. There were 69 miscellaneous residential permits issued in 1st quarter 2018 for a valuation of \$1,290,478 (17 remodel and additions; 45 siding; roof and wind; 4 decks) compared to 55 permits issued 1st quarter 2017 for a valuation of \$835,028. 1st quarter 2018 commercial permits issued included 1 industrial (\$610,000); 1 remodel and addition (\$1,600,000); 1 other (\$12,000) for a total valuation of \$2,222,000 compared to no commercial permits issued 1st quarter in 2017. Total permits issued 1st quarter 2018 were 76 for a valuation of \$4,544,478 compared to 58 permits issued in 2017 for a valuation of \$1,610,028. Total number of permits issued for the past 11 years was reviewed. Permits issued in 2018 are in line with the past two years. Permits issued 1st quarter 2018 include: building (76); mechanical (49); electrical (43); plumbing (42); zoning (8); utilities (7); fire (6). There were 91 2018 Business Licenses issued. They account for: 60.3% business licenses; 30.5% non-compliant businesses; 7.9% vacancies;

MINUTES
TOWN BOARD MEETING
APRIL 16, 2018

1.3% semi-compliant businesses. The vacancies are industrial businesses that change in and out frequently.

Prudhon moved to receive the 1st Quarter Construction Report. Ruzek seconded. Ayes all.

7:10 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE RENEWAL – 5715 FISHER STREET – REQUEST FOR RENEWAL: The Public Hearing was held at 7:13 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 there are 10 Special Three dog License requests on tonight's agenda. Eight are renewals and two are requests for license. All 10 requests have the same criteria for following procedures and all 10 have provided the required information. Staff has reviewed each of the requests to verify that all information has been provided. The first Public Hearing will follow the normal procedure regarding review of application and conditions and the information will not be repeated for the subsequent public hearings. The subsequent Public Hearings will acknowledge whether all requirements have been met and if there are special concerns they will be addressed at that time. Prudhon asked if the Ordinance could be amended to have Special Three Dog License renewals approved by staff when the procedure for application has been followed and all necessary information provided. This would eliminate the need for so many public hearings. The matter will be placed on the agenda for the next Executive Meeting to discuss options for handling Special Three Dog License renewals.

The Clerk noted that Jagger Xiong, 5715 Fisher Street has applied for renewal of The Special Three Dog License. Ordinance No. 5 (Animal) sets forth the following procedures that should be followed: 1) This Special Three Dog License shall be limited to three dogs; 2) All dogs shall have current licenses obtained from White Bear Township; 3) all dogs shall have current rabies vaccinations; 4) the premises shall be cleaned of all feces on a daily basis. Unreasonable noise, odors or other annoyances shall be prohibited for the protection of the public and safety; 5) This Special Three Dog License shall expire on March 31, 2022. Application for renewal shall be completed prior to that date; 6) White Bear Township reserves the right to revisit the action to approve this renewal of the Special Three Dog License if complaints are received during the license period; 7) State, Federal and local laws and Ordinances shall be complied with. Ruzek suggested that Condition #5 be amended to state that the renewal fee be paid within ten days after approval. It was the consensus that the condition be amended.

The Clerk noted that Jagger Xiong has completed the application and complies with the Ordinance. The Animal Control Officer has conducted an inspection for the license and all dogs appear to have excellent coats and appear healthy with no apparent illness; The dogs have access to clean potable water, 1 communal plastic jug dispenser; the dogs have access to sufficient quality food; enough leashes for each dog; shelter conditions – the animals have access to the entire house; but also utilize individual kennels; no outdoor shelter structure; there is sufficient exercise space; good sanitation and ventilation and clean; and there have been no complaints since last inspection. The Animal Control Officer's recommendation, after evaluation, is to approve renewal of the Special Three Dog License. The Clerk noted that for this particular application 29 letters to adjacent neighbors were sent. One comment was received. Kristin

**MINUTES
TOWN BOARD MEETING
APRIL 16, 2018**

Possehl, 5736 Fisher Street noted that she contacted the Town the last time this applicant applied for a license. She stated that she had no issues with them having the license and they won't have any problem with them renewing at this time. She stated that she has never had any problems with any of the pups in her neighborhood.

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

Ruzek moved, based on Staff's review and recommendation to approve the renewal of Special Three Dog License at 5715 Fisher Street for a four-year period through March 31, 2022, subject to the seven conditions as follows: 1) This Special Three Dog License shall be limited to three dogs; 2) All dogs shall have current licenses obtained from White Bear Township; 3) all dogs shall have current rabies vaccinations; 4) the premises shall be cleaned of all feces on a daily basis. Unreasonable noise, odors or other annoyances shall be prohibited for the protection of the public and safety; 5) This Special Three Dog License shall expire on March 31, 2022. Application for renewal shall be completed prior to that date; 6) White Bear Township reserves the right to revisit the action to approve this renewal of the Special Three Dog License if complaints are received during the license period; 7) State, Federal and local laws and Ordinances shall be complied with, noting that Condition #5 is amended to include that payment of renewal fee be made within ten days from approval. Prudhon seconded. Ayes all.

7:20 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE RENEWAL – 4532 GRACE STREET – REQUEST FOR RENEWAL: The Public Hearing was held at 7:26 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Ruzek moved to open the public hearing. Prudhon seconded. Ayes all.

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

Ruzek moved, based on Staff's review and recommendation to approve the renewal of the Special Three Dog License at 4532 Grace Street for a four-year period through March 31, 2022, subject to the seven conditions amended to include that payment of the renewal fee be made within ten days from approval. Prudhon seconded. Ayes all.

7:30 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE RENEWAL – 3991 BIRCH KNOLL DRIVE – REQUEST FOR RENEWAL: The Public Hearing was held at 7:31 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

Richard Rudh, 3991 Birch Knoll Drive, stated that he has already paid for the renewal of the Special Three Dog License and asked if payment for the individual dog license is made at the Town office. He was informed that was correct.

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

MINUTES
TOWN BOARD MEETING
APRIL 16, 2018

Ruzek moved, based on Staff's review and recommendation to approve the renewal of the Special Three Dog License at 3991 Birch Knoll Drive for a four-year period through March 31, 2022, subject to the seven conditions as amended to include that payment of the renewal fee be made within 10 days from approval. Prudhon seconded. Ayes all.

7:40 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE RENEWAL – 5646 FISHER STREET – REQUEST FOR RENEWAL: The Public Hearing was held at 7:42 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

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

Ruzek moved, based on Staff's review and recommendation to approve the renewal of the Special Three Dog License at 5646 Fisher Street for a four-year period through March 31, 2022, subject to the seven conditions, noting that Condition #5 is amended to include that payment of the renewal fee be made within 10 days from approval. Prudhon seconded. Ayes all.

7:50 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE RENEWAL – 2699 EVERGREEN CIRCLE – REQUEST FOR RENEWAL: The Public Hearing was held at 7:52 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Prudhon moved to open the Public Hearing. Ruzek seconded. Ayes all.

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

Ruzek moved, based on Staff's review and recommendation to approve the renewal of the Special Three Dog License at 2699 Evergreen Circle for a four-year period through March 31, 2022, subject to the seven Conditions as amended to include that payment of the renewal fee be made within ten days from approval. Prudhon seconded. Ayes all.

8:00 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE RENEWAL – 5423 JEFFERSON COURT – REQUEST FOR RENEWAL: The Public Hearing was held at 8:02 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

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

Ruzek moved, based on Staff's review and recommendation to approve the renewal of the Special Three dog License at 5423 Jefferson Court for a four-year period through March 31, 2022, subject to the seven Conditions as amended to include the payment of renewal fee be made within ten days from approval. Prudhon seconded. Ayes all.

MINUTES
TOWN BOARD MEETING
APRIL 16, 2018

8:10 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE RENEWAL – 1335 COUNTY ROAD H-2 – REQUEST FOR RENEWAL: The Public Hearing was held at 8:28 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

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

Ruzek moved, based on Staff's review and recommendation to approve the renewal of the Special Three Dog License at 1335 County Road H-2 for a four-year period through March 31, 2022, subject to the seven Conditions as amended to include that renewal payment be made within 10 days from approval. Prudhon seconded. Ayes all.

8:20 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE RENEWAL – 1490 HAMMOND ROAD – REQUEST FOR LICENSE: The Public Hearing was held at 8:30 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

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

Ruzek moved, based on Staff's review and recommendation to approve the issuance of a Special Three Dog License at 1490 Hammond Road for a four-year period through March 31, 2022, subject to the seven Conditions as amended to include that payment of the renewal fee be made within 10 days from approval. Prudhon seconded. Ayes all.

8:30 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE RENEWAL – 5288

LAKEVIEW AVENUE – REQUEST FOR LICENSE: The Public Hearing was held at 8:33 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

The Clerk noted that the applicant does not have the third dog yet but has paid the application fee for the Special Three Dog License. The Poirier's are looking to acquire a third miniature Schnauzer or Fox Terrier but does not have that dog yet. The applicant would like to be approved for a Special Three Dog License contingent upon receipt of a third dog. The Town office received a phone call on April 11, 2018 from a neighbor of the Poirier's stating that the constant barking of the dogs is a concern. At times one dog screeches/howls like it is getting attacked and it is very distracting, especially since the neighbor works from home. The neighbor would like to see more control/training of the dogs. Despite her concerns she does not want to deny anyone from having pets although three dogs is a lot. The concerned neighbor was informed that at times a requirement is put in place that the license be reviewed in six months to assure compliance. The neighbor felt that this would be a good situation in which to have that requirement added because if the parking continues she will advise the Town.

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

Rich Poirer, 5288 Lakeview Avenue stated that when he takes the dogs out he only lets them out long enough to take care of business. He is usually there with the dogs. He stated that the dogs do bark when deer run in the back of the property. He stated that is only natural. They will also bark if another dog bark is barking. He stated that he will be aware of the barking. He stated that they have a walk-out basement to a pond with a 45' x 45' fenced in area off the back of the house and the dogs are not let out alone. It was the consensus that the Special Three Dog License be approved contingent upon the Poirer's receiving the third dog and to have a review in six months to insure compliance with the barking portion of the Town's Animal Ordinance.

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

Ruzek, moved, based on Staff's review and recommendation to approve the issuance of the Special Three Dog License at 5288 Lakeview Avenue for a four-year period through March 31, 2022, subject to the seven Conditions as amended to include that payment of the renewal fee be made within 10 days from approval, and further noting that This Special Three Dog License shall be reviewed in six months to insure compliance with the barking portion of the Town's Animal Ordinance. Prudhon seconded. Ayes all.

8:31 P.M. PUBLIC HEARING – SPECIAL THREE DOG LICENSE – 5451 NORMANDY COURT

– REQUEST FOR RENEWAL: The Public Hearing was held at 8:50 p.m. Prudhon moved to waive the reading of Public Notice noting that proper publication was made. Ruzek seconded. Ayes all. Ruzek moved to open the Public Hearing. Prudhon seconded. Ayes all.

MINUTES
TOWN BOARD MEETING
APRIL 16, 2018

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

Ruzek moved, based on Staff's review and recommendation to approve the renewal of the Special Three Dog License at 5451 Normandy Court for a four-year period through March 31, 2022, subject to the seven Conditions as amended to include that payment of the renewal fee be made within 10 days from approval. Prudhon seconded. Ayes all.

REPLACEMENT OF #25 PICKUP TRUCK: 1) AUTHORIZE PURCHASE OF REPLACEMENT; 2) APPROVE DISPOSAL OF #33: The Public Works Director reported that the 2018-2027 Capital Improvement Plan includes replacement of #25 pickup truck, a 2008 Ford F-150 pickup truck. The Town's Capital Equipment Fund has \$47,500 budgeted for its replacement. This pickup is used daily by the Field Maintenance Supervisor to perform field checks on Public Works activities. The proposed replacement is a 2018 Ford F-150 4x4 pickup truck. Three quotes were received as follows: 1) Tenvoorde Ford for \$29,745.00; 2) Midway Ford for \$30,118.92; and 3) Auto Nation for \$37,345.00. The 2008 Ford F-150 would be a non-replacement to be used by park maintenance seasonal staff to tow a mowing trailer. The Town currently has three non-replacement trucks and this would be the fourth. During the summer months Public Works is continually challenged with lack of vehicles for seasonal maintenance workers since many of the seasonal workers are dispatched individually to different part of the Township to maintain the park system and public rights-of-way. The Capital Equipment Fund will provide funding for the purchase. In response to a question regarding how many miles were on the truck, and if it was gas or diesel, the Public Works Director stated that the truck has 70,000 miles and uses gas. Prudhon asked if the super cab is a mini cab and why a four door vehicle is needed for the supervisor. The Public Works Director explained that it is a mini cab and the supervisor uses the back area for equipment such as a measuring wheel, locator and things that are frequently used. It is used more for storage. Prudhon stated that the order is for a 5.0 liter motor and asked if there is a reason to go with it. He stated that a smaller engine provides a lot of power. He stated that he will discuss it with staff. Prudhon asked about stall space for another vehicle. The Public Works Director stated that between the maintenance bay area and the garage there will be room. Ruzek asked if the vehicle has an extended warranty. The Public Works Director stated that there is no extended warranty. He will bring the request back at the next Town Board Meeting with information on a smaller motor.

REPLACEMENT OF #33 F-550 UTILITY TRUCK CHASSIS: 1) AUTHORIZE PURCHASE OF REPLACEMENT; 2) APPROVE DISPOSAL OF #33: The Public Works Director reported that the 2018-2027 Capital Improvement Plan has included the replacement of the F-550 utility truck chassis which is a 2004 utility truck with crane with a little over 60,000 miles. The truck is used daily for repair and maintenance activities for streets, sanitary sewer system, park irrigation systems, storm sewer system etc. The proposed replacement is a 2018 Ford-550, 4X4 truck chassis. Staff is recommending purchasing the chassis as soon as possible so is available for installation of the new utility box and accompanying crane. The existing utility box has several stress cracks in the fiberglass and the weather stripping between the doors and box is deteriorated. The new box will be aluminum. The existing utility box cannot be secured. The new box will have locking compartments. The utility box's existing mechanical downriggers are rusted and seized up, limiting the capabilities of the existing crane. The new utility box/crane unit will

MINUTES
TOWN BOARD MEETING
APRIL 16, 2018

have hydraulic downriggers. The current control is hardwired and can create a trip hazard when working around lift station wet wells and limit positioning of the truck while removing a pump. The new utility box will be a wireless control. An air compressor is included as an accessory with the new utility box to provide for operating hand tools used in the maintenance and repair of equipment in the field, lift station pumps, and street signage. Three quotes were received. Ten Voorde Ford is the vendor with the lowest quote for the specified truck chassis at \$41,718.00; Midway Ford is \$41,853.00; and Auto Nation Ford is \$47,790.00. The Town's Capital Equipment Fund has \$130,000 budgeted for the replacement of #33, utility box and crane in 2018. Staff will come back with recommendation for utility box and crane at the next Town Board meeting. Staff is recommending disposal of #33, the 2004 Ford F-550 utility truck with crane at a future Minnesota Department of Administration, Surplus Services auction.

Prudhon moved, based on Public Works Director's review and recommendation to approve the purchase of the truck chassis from the lowest quote, Ten Voorde Ford in the amount of \$41,718.00 with funding from the Capital Equipment Fund. Ruzek seconded. Ayes all.

Prudhon moved, based on Public Works Director's review and recommendation to approve disposal of #33, 2004 Ford F-550 at a future Minnesota Department of Administration Surplus Services Auction. Ruzek seconded. Ayes all.

REPLACEMENT OF #6 2009 TORO 4000-D, 4 WHEEL DRIVE MOWER – AUTHORIZE PURCHASE: The Public Works Director reported that the 2009 Toro 4000-D (4-WD) mower has reached the end of its useful life and is scheduled for replacement in 2018. The standard replacement schedule on this type of mower is six years. This scheduled replacement is based on use, repair history, and expected reliability. If this mower is out of service during a period of high turf growth, staff will have to litter pick the clippings because of their length. This unit is used for mowing public properties within the Township. There is \$75,000.00 designated in the Town's 2018-2027 Capital Improvement Plan for the purchase of the replacement mower. The proposed replacement is a 2018 Toro 4000-D, 4-WD. MTI Distributing is the only State Contractor vendor for the specified manufacturer of the commercial riding mower. The quote is from the Minnesota State contract which is \$62,488.06 with a \$15,000 credit for the trade-in for the 2009 Toro 4000-D, 4-WD mower for a total of \$47,488.06. This purchase will be funded by the Town's Capital Equipment Fund. Prudhon asked if there were any competitive bids or options. The Public Works Director stated that under the Minnesota State contract there was only a single source under State contracting but that he will look into it competitive bidding in cases like this.

Prudhon moved, based on Public Works Director review and recommendation to approve the purchase of a 2018 Toro 4000-D, 4-WD with trade-in of the 2009 Toro 4000-D, 4-WD mower from MTI Distributing in the amount of \$47,488.06 with funding from the Capital Equipment Fund as listed for replacement in the 2018-2027 Capital Improvement Plan. Ruzek seconded. Ayes all.

REED WALSTAD RESIGNATION: 1) RECEIVE RESIGNATION; 2) AUTHORIZE ADVERTISEMENT FOR REPLACEMENT: **Receive Resignation:** The correspondence from Reed Walstad, dated April 9, 2018 submitting his resignation effective July 2, 2018 was received. Reed has worked for the Township for 29 years. **Authorization For Advertisement for Replacement:** The Public Works Director stated that with Reed Walstad's retirement date of

MINUTES
TOWN BOARD MEETING
APRIL 16, 2018

July 2, 2018, there will be a vacancy in Public Works for a Maintenance Worker. The workload in public works is such that a timely replacement is recommended. He requested Town Board authorization to proceed with advertising on the Town's and League of Minnesota Cities' websites beginning on April 23, 2018 and publishing in the White Bear Press on April 25, 2018 and May 2, 2018. Applications could be received through Friday, May 18, 2018. The applications would be reviewed and scored by staff. A minimum score would be determined, based on the number of applications for interview. Staff interviews would be set up for the week of May 28, 2018, with the Town Board conducting interviews the week of June 11, 2018. Based on the interviews, scoring, conditional acceptance by the preferred candidate, and pending a background check and drug testing requirement are met, a recommendation could be brought to the Town Board for approval at the June 18, 2018 Town Board meeting. In response to a question if the position would be advertised in the Minnesota Association of Townships, the Public Works Directors stated that it could be.

Prudhon moved to receive resignation of Reed Walstad effective July 2, 2018. Ruzek seconded. Ayes all.

Prudhon moved to authorize advertisement for the vacant Maintenance Worker Position. Ruzek seconded. Ayes all.

IMPROVEMENT 2018-2 – CAMBRIDGE DOWNS: 1) RECEIVE NORTH OAKS COMPANY CORRESPONDENCE REGARDING PROJECT DEPOSIT; 2) RECEIVE FEASIBILITY REPORT; 3) ORDER THE IMPROVEMENT PURSUANT TO A 100% PETITION OF THE PROPERTY OWNERS; 4) AUTHORIZE PREPARATION OF PLANS & SPECIFICATIONS; 5) AUTHORIZE APPRAISAL BY MCKENZIE METRO APPRAISERS TO DETERMINE THE PARK DEDICATION FEE FOR CAMBRIDGE DOWNS: The Engineer reviewed the Feasibility Report for the Cambridge Downs subdivision. He noted that on April 2, 2018 the Town Board ordered the feasibility report. He reported that the subdivision will include 28 single family lots and one 11.8 acre outlot. The outlot contains a DNR protected wetland. Sanitary sewer is available from an existing main within Ramsey County right-of-way, adjacent to Centerville Road. An 8-inch PVC sanitary sewer will be extended into the subdivision. All units will have gravity sewer connection into the public system via 4-inch PVC sanitary sewer services. The sanitary sewer will be installed at a depth to allow for future service of area.

There are existing 16-inch watermain stubs within Ramsey County right-of-way along Centerville Road north and south of the subdivision sites. The proposed watermain system will connect to the existing stubs, completing the loop along Centerville Road. A new 8-inch watermain will run under the proposed streets. All units will connect to the public system via copper water services. Looping of the watermain into and out of the cul-de-sac is proposed to improve water quality, reduce maintenance, provide increased fire protection, and to increase system reliability. Five fire hydrants are proposed.

The stormwater will be collected via catch basins. The water will be routed to two proposed stormwater treatment ponds and an infiltration area. The stormwater treatment ponds and infiltration area have been designed to meet the Town's rate control and water quality

**MINUTES
TOWN BOARD MEETING
APRIL 16, 2018**

requirements prior to the newly created runoff reaching an existing wetland on site. Pipe sizes will be between 12 and 24-inches in diameter.

The soils on site require a thicker road section than the Town's standard for local 7-ton road design. There will be a 1-1/2 inch bituminous wear course; 2-inch bituminous base course; 8-inch Class 5 gravel; 12-inch select granular subbase, as necessary; and D412 concrete curb and gutter. It is proposed to install the D412 concrete curb and gutter and pave only the initial 2-inch base course during the initial construction season. The final wearing surface would be paved once 80% of all new homes have been constructed or as directed by the Engineer. Ramsey County is requiring a minimum of a 150 foot north bound right turn lane with design details including striping, signing, dimensions and construction details. A 15:1 taper is recommended for a right turn lane. This design would conflict with the existing driveway of 5440 Centerville Road. A 100 foot turn lane with a 50 foot taper is proposed, subject to Ramsey County approval. The road will be designed to meet County standards.

It has been determined that the project is feasible and should be built as proposed. The proposed improvements are a cost-effective method of providing the required improvements to the development. A number of permits will be required and obtained.

The following is a summary of the estimated Project costs for the recommended street, drainage, sanitary, and watermain improvements: Sanitary Sewer - \$458,400; Watermain - \$360,000; Storm Sewer - \$209,800; Street - \$387,300. Total Costs: \$1,415,500. It is proposed that 100% of the costs attributable to the development be paid by the Developer. Total Project Costs: \$1,415,500 minus Township Credit (watermain extension Centerville Road 16-inch to 8-inch - \$75,800); Sanitary Sewer lateral to residents to south - \$34,600); Sanitary Sewer extra 6' depth for future extension - \$77,300). The Township Credit results in a total Developer cost of \$1,227,800.

The Project schedule remaining is: May 21, 2018 – Town Board approves Plans and Specifications and orders Advertisement for Bids; May 23, 2018 – Advertisement on QuestCDN.com and Advertisement in White Bear Press; June 13, 2018 – Receive contractor bids; June 18, 2018 – Town Board accepts bids and awards contract; July 2018 – Conduct pre-construction meeting; Contractor begins work; November 2018 - Construction completion with restoration in the spring; Spring 2019 – Restoration completion.

Mark Houge, North Oaks Company, publicly thanked the Town Board, Town Staff and Town Engineer for helping them to get to this point by expediting things. He stated that they are anxious to get started. He asked the Engineer regarding the estimate which shows that soils may need some additional depth either in sub base or bituminous. He wanted to be sure that soil borings will show that the road will be designed to meet the standards of a 7-ton road and if costs can be saved in the subbase it would be considered. The Town Engineer stated that it would be considered. The Town Engineer stated that more information will be forthcoming with the project and if it can be reduced it will be done. Mark Houge stated that they plan to provide telephone and cable to the project and will pursue that with the providers. He asked if for some reason they would not be installed prior to the Township's project if there would be discussion down the road.

MINUTES
TOWN BOARD MEETING
APRIL 16, 2018

He was assured there would be discussion. Mark Houge asked if any portion of the watermain project will be assessed to the properties on the west side of Centerville Road? The Clerk stated that future access to that watermain will not be assessed at this time, rather, they will pay a connection or access fee at a later date.

North Oaks Company Correspondence: The correspondence from the North Oaks Company, dated April 16, 2018, regarding the Cambridge Downs development was reviewed. The North Oaks Company will agree to fund the actual cost of the proposed improvements outlined in the feasibility report directly, versus the Township employing a special assessment process. The Company requests monthly updates on the estimated project costs vs actual project costs. Upon authorization of TKDA to design the project by the Town Board, the North Oaks Company will deposit with the Township cash in the amount of \$57,500. It is their understanding that these funds will be used by the Township to pay for the actual costs to prepare plans and specifications for the project. Based on the design and construction costs being similar to the estimate of costs outlined in the feasibility study, they intend to move the project forward following the Town Board's resolution to order the improvements outlined in the feasibility study. They request that TKDA complete the plans and specifications for the project in time to present to the Town Board at its May 21, 2018 meeting, for review and approval of the final plat Plans and Specifications and to order advertisements for project bids.

Ruzek moved, based on Town Engineer review and recommendation to receive the Feasibility Report. Kermes seconded. Ayes: Ruzek and Kermes. Abstain: Prudhon.

Ruzek moved, based on Town Engineer review and recommendation to receive North Oaks Company correspondence, dated April 16, 2018, regarding project deposit. Kermes seconded. Ayes: Ruzek and Kermes. Abstain: Prudhon.

Ruzek moved to authorize preparation of Plans and Specifications. Kermes seconded. Ayes: Ruzek and Kermes. Abstain: Prudhon.

Ruzek moved to order Improvement pursuant to a 100% petition of the property owners Kermes seconded. Ayes: Ruzek and Kermes. Abstain: Prudhon.

Ruzek moved to authorize appraisal by McKenzie Metro Appraisers to determine the value of the property for purposes of calculating a park dedication fee for Cambridge Downs. Kermes seconded. Ayes: Ruzek and Kermes. Abstain: Prudhon.

CENTERVILLE ROAD ROADWAY IMPROVEMENTS: 1) APPROVE COOPERATIVE AGREEMENT BETWEEN WHITE BEAR TOWNSHIP & THE CITY OF WHITE BEAR LAKE; 2) AUTHORIZE EXECUTION BY THE TOWN BOARD CHAIR & TOWN CLERK: The Town Attorney reported that this is the same document previously discussed regarding a Cooperative Agreement with the City of White Bear Lake. The purpose of the document is to enter into an agreement with the City of White Bear Lake regarding improvements to Centerville Road. The City would contract and manage the construction of the improvements subject to review and approval by the Town Engineer. In addition, the Town reserves the right to consider assessments on the project. Any costs are to be agreed to by the Town Board. The agreement allows the Town to monitor the work by the City of White Bear Lake within the boundaries of the Township.

**MINUTES
TOWN BOARD MEETING
APRIL 16, 2018**

The Clerk noted that the Agreement has been forwarded to the City of White Bear Lake for review and comment.

Ruzek moved to approve the Cooperative Agreement and to forward to the City of White Bear Lake. Prudhon seconded. Ayes all.

Ruzek moved to authorize execution by the Town Board Chair and Town Clerk of the final Cooperative Agreement, subject to review of any amendment by the City of White Bear Lake and reviewed by the Town Attorney. Prudhon seconded. Ayes all.

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

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

Prudhon moved to adjourn the meeting at 8:57 p.m. Ruzek seconded. Ayes all.

Respectfully Submitted,
William F. Short
Clerk-Treasurer

Approved as Official Meeting Minutes

Town Board Supervisor

Date



**Town Board Meeting
May 7, 2018**

Agenda Number: 5A – Consent Agenda

Subject: No Parking Zone Waiver – In Accordance with Section 1-9 of Ordinance No. 17, Approve the “No Parking Zone” Waiver Permit for 5228 East Street for Saturday, June 9, 2018, from 10:00 a.m. - 10:00 p.m. for a Graduation Party, Noting that the Signs Must be Uncovered by 10:00 p.m. After the Party

Documentation: Staff Memo w/attachments

Action / Motion for Consideration:

Receive Report

In Accordance with Section 1-9 of Ordinance No. 17, Approve the “No Parking Zone” Waiver Permit for 5228 East Street for Saturday, June 9, 2018, from 10:00 a.m. - 10:00 p.m. for a Graduation Party, Noting that the Signs Must be Uncovered by 10:00 p.m. After the Party

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: APRIL 18, 2018 REVISED MAY 2, 2018

SUBJECT: "NO-PARKING" ZONE WAIVER REQUEST

I received a call from Pam Farrell, 5228 East Street, inquiring as to the procedure for requesting a No-Parking Zone Waiver. I forwarded her the Application and it was completed and is attached.

As stated on the Application, Pam will be hosting a graduation party for her child on Saturday, June 9, 2018, and wishes to have the 2 no-parking signs located in front of her house covered to allow for parking by her guests. She would like the signs covered from 10:00 a.m. – 10:00 p.m.

The Town has granted "No-Parking" Zone Waiver requests for residents in the past for events, the most recent one day event being in June of 2015:

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows:
5B) No Parking Zone Waiver – In Accordance with Section 1-9 of Ordinance No. 17, Approve the "No Parking Zone" Waiver Permit for 5776 W. Bald Eagle Boulevard for Saturday, June 13, 2015, from 12:00 Noon – 10:00 p.m. for a Graduation Party; Kermes seconded. Ayes all.

Ordinance No. 17, Section 1-9 a-e states the following:

1-9.a. NO PARKING ZONE WAIVER PERMITS. Residents can apply for a permit to lift no parking restrictions. The nontransferable permit may be acquired from the Town Clerk for specific dates and shall expire upon such date stated in the permit. Permits will only be issued as long as there is no undue interference with traffic safety or create such serious problems during the use of such permit.

1-9.b. APPLICATION PROCESS. Residents shall submit a permit request for Town Board approval at least 1 week prior to a regularly scheduled Town Board meeting. The application shall set forth the following information regarding the proposed street or road use:

1. The name, address, and telephone number of the applicant or applicants.
2. If the proposed use is to be conducted for, on behalf of, or by an organization, the name, address, and telephone number of the

headquarters of the organization and of the responsible heads of such organizations.

3. The date and duration of time for which the requested use of the street or road is proposed to occur.
4. An accurate description of that portion of the street or road to be used, including a map.
5. The proposed use, described in detail, including a description of the activities planned during the no parking zone waiver.

1-9.c. AGENCY REVIEW. Once the application is received, Town Staff will contact the Ramsey County Sheriff's Department, Ramsey County Public Works Department, and White Bear Township's Public Works Department, for their advice regarding the request.

1-9.d. PLACING SIGNS OR HOODS. Once the permit is approved, it is the applicant's responsibility to obtain the proper signs or "hoods" from the Township's Public Works Department, and place them in the affected area as specified by the Town Board, then return the signs and/or "hoods" the next business day.

1-9.e. EMERGENCY RESTORATION OF NO-PARKING ZONE WAIVER. The Ramsey County Sheriff's Department or White Bear Township reserves the right to immediately reinstate the no parking restriction if it is determined there is a threat to public safety or the general welfare of the residents of White Bear Township.

I contacted the Mike Casey, of the Ramsey County Sheriff's Office, asking for his opinion. His email is attached.

Requested Action:

Place on the May 7, 2018 Consent Agenda the following:

No-Parking Zone Waiver – In Accordance with Section 1-9 of Ordinance No. 17, Approve the "No-Parking Zone" Waiver Permit for Pam Farrell, 5228 East Street, to allow the covering of the two no-parking signs located in front of her house on Saturday, June 9, 2018 from 10:00 a.m. to 10:00 p.m. noting that the signs must be uncovered by 10:00 p.m. after the party.

PSW/s
cc:admin/add.file
b:farrellparkingwaiver

Patti Walstad

From: Farrell, Pamela <pamela.k.farrell@medtronic.com>
Sent: Wednesday, March 28, 2018 2:12 PM
To: Patti Walstad
Subject: RE: No Parking Request
Attachments: XeroxScan029.pdf

This is a formal request about the no parking signs that are the end of my driveway on 5228 East Street, WB Township. We would like to cover those signs up and allow parking on our end of the street just for the hours of 12PM-10PM on June 9 for my daughter's high school graduation. Attached is the form you asked me to complete.

Please let me know if there is anything else you need from me. Thank you so much.

Pamela Farrell (formerly Azure)
Medtronic CRHF Global Medical Education
Sr. Professional Relations Specialist
Phone: 612.801.5853; Fax: 651.367.1982

Looking for education? Check out...

www.MedtronicAcademy.com for interactive courses, case studies, videos and downloadable resources.

www.MedtronicFeatures.com for cardiac device information and feature descriptions.

Connect with us:



This message has been marked as Medtronic Controlled

From: Patti Walstad [mailto:Patti.Walstad@whitebeartownship.org]
Sent: Wednesday, March 28, 2018 1:38 PM
To: Farrell, Pamela <pamela.k.farrell@medtronic.com>
Subject: [EXTERNAL] No Parking Request

Pam, I've attached that form I talked about. Please complete it and return along with your letter request.

Thanks, Patti

Patti S. Walstad
Patti S. Walstad
Paralegal
White Bear Township
1281 Hammond Road
White Bear Township MN 55110

Direct Dial – 651-747-2756
Office – 651-747-2750
Fax – 651-426-2258



APPLICATION FOR
"NO PARKING ZONE" WAIVER PERMIT

Applicant(s) Name Pam Farrell
Address 5228 East St.
WB Township MN
Telephone Number 612-801-5853
(Home/Cell) (Work)

If application is on behalf of or for an organization, list name of organization:

Reason for Request:

graduation party

Date & Times Waiver Requested for

Days: Saturday, JUN 9

Times: 10 a.m./p.m. to 10 a.m./p.m.

Detailed description of portion of street or road to be used (include a map):

end of street - right in front of our house -
two no parking signs. We would like to use
end of street for parking



I state that I have notified and obtained consent from the affected neighbors in regard to this "No Parking Zone" Waiver request.

Pam Farrell
(Applicant Signature)

Patti Walstad

From: Casey, Mike <mike.casey@CO.RAMSEY.MN.US>
Sent: Wednesday, April 18, 2018 2:47 PM
To: Patti Walstad
Subject: Re: No Parking Waiver Request

Sure that sounds good.

Sent from my iPhone

On Apr 18, 2018, at 9:56 AM, Patti Walstad <Patti.Walstad@whitebeartownship.org> wrote:

Hello Mike,

Bill Short said that I should contact you regarding this:

A resident who lives at 5228 East Street, White Bear Township, would like to cover up the No Parking signs in front of her house for her child's graduation party on June 9th from 10 am to 10 pm

Could you take a look at the area and let me know your thoughts as to whether that would be alright.

Appreciate it.

Patti

Patti S. Walstad

Patti S. Walstad

Paralegal

White Bear Township

1281 Hammond Road

White Bear Township MN 55110

Direct Dial – 651-747-2756

Office – 651-747-2750

Fax – 651-426-2258

E-mail – patti.walstad@whitebeartownship.org

Find us on FaceBook!



**Town Board Meeting
May 7, 2018**

Agenda Number: 5B – Consent Agenda

Subject: National Police Week – Adopt Resolution Recognizing National Police Week as May 13-19, 2018

Documentation: Resolution

Action / Motion for Consideration:

Receive Information / Discuss

Adopt Resolution Recognizing National Police Week 2018 and to Honor the Service and Sacrifice of those Law Enforcement Officers Killed in the Line of Duty while Protecting our Communities and Safeguarding our Democracy

Minutes
Town Board Meeting
April 17, 2018

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5H) Adopt Resolution Recognizing National Police Week as May 14-20, 2017, Recognizing and Honoring the Service and Sacrifice of Those Law Enforcement Officers Killed in the Line of Duty While Protecting Our Communities and Safeguarding Our Democracy; Prudhon seconded. Ayes all.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON MAY 7, 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 May 7, 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 NATIONAL POLICE WEEK
2018 AND TO HONOR THE SERVICE AND SACRIFICE
OF THOSE LAW ENFORCEMENT OFFICERS KILLED
IN THE LINE OF DUTY WHILE PROTECTING OUR
COMMUNITIES AND SAFEGUARDING OUR DEMOCRACY**

WHEREAS, There are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Ramsey County Sheriff's Office; and

WHEREAS, Nearly 58,627 assaults against law enforcement officers in 2016, resulting in approximately 16,677 injuries; and

WHEREAS, Since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including FOUR members of the Ramsey County Sheriff's Office; and

WHEREAS, The names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 360 names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 129 officers killed in 2017 and 231 officers killed in previous years; and

WHEREAS, The service and sacrifice of all officers killed in the line of duty nationwide will be honored during the National Law Enforcement Officers Memorial Fund's 30th Annual Candlelight Vigil, on the evening of May 13, 2018; and

WHEREAS, The service and sacrifice of all officers killed in the line of duty in Minnesota will be honored during the Minnesota Law Enforcement Memorial Association's Annual Candlelight Vigil, on the evening of May 15, 2018; and



**Town Board Meeting
May 7, 2018**

Agenda Number: 5C – Consent Agenda

Subject: South Shore Trinity Lutheran Church – In Accordance with the Township’s Special Events Policy, Grant Non-Exclusive Use of Bellaire Beach to South Shore Trinity Lutheran Church, 2480 South Shore Boulevard, to Hold Outdoor Worship Services, Weather Permitting, on June 10 & 24, July 8, 22, & 29 & August 12, 26, Beginning at 9:45 a.m. for Two Hours per Service & to Allow Use of Electricity from the Township’s Lifeguard Building to Power the South System

Documentation: Staff Memo /
South Shore Trinity Correspondence /
Certificate of Insurance /
Special Events Policy

Action / Motion for Consideration:

Receive Information / Discuss

In Accordance with the Township’s Special Events Policy, Grant Non-Exclusive Use of Bellaire Beach to South Shore Trinity Lutheran Church, 2480 South Shore Boulevard, to Hold Outdoor Worship Services, Weather Permitting, on June 10 & 24, July 8, 22, & 29 & August 12, 26, Beginning at 9:45 a.m. for Two Hours per Service & to Allow Use of Electricity from the Township’s Lifeguard Building to Power the South System

Minutes
Town Board Meeting
March 20, 2017

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5B) In Accordance with the Township’s Special Events Policy, Grant Non-Exclusive Use of Bellaire Beach to South Shore Trinity Lutheran Church, 2480 South Shore Boulevard to Hold Outdoor Worship Services, Weather Permitting, on June 11 & 25, July 9, 23 & 30 and August 13 & 27, Beginning at 9:45 a.m. for Two Hours Per Service and to Allow Use of Electricity from the Township’s Lifeguard Building to Power the South System; Prudhon seconded. Ayes all.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: MAY 2, 2018

SUBJECT: SOUTH SHORE TRINITY OUTDOOR SERVICES AT BELLAIRE BEACH

We have received the annual request from South Shore Trinity Lutheran Church to hold outdoor church services at Bellaire Beach on June 10 & 24, July 8, 22 & 29 and August 12 & 26. They are also requesting use of electricity from the lifeguard house to power the sound system. In accordance with the Special Use Policy, the church has provided a Certificate of Insurance listing White Bear Township as a certificate holder.

The church has been holding outdoor worships at Bellaire Beach since 1989.

PSW/s
cc:admin/add.file



Sharing, Caring, Growing in Christ!

April 23, 2018

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

Dear Board Members,

On behalf of the of the congregation, I am again asking permission to hold outdoor worship services at Bellaire Beach, across from our church building, on the corners of Bellaire Avenue and South Shore Boulevard.

We plan to hold services at 9:45a.m. on the following Sundays (weather permitting):

June 10 and 24
July 8, 22, and 29
August 12 and 26

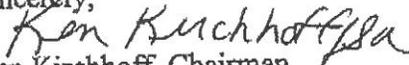
With set-up and take down time we will use the area for approximately two hours. We would also appreciate being able to use electricity from the guard house to power the sound system.

I know that members of the congregation and visitors from the community very much enjoy being able to gather outdoors at the park for these services. We very much appreciate your granting us permission over the past several years.

We still have the key to the guard house building from our use last year. We can return that key at the end of the summer if you wish, or earlier if permission is not granted.

Please let us know if this is possible again this year, and again we say thank you for the continued use of the park and electricity.

Sincerely,


Ken Kirchhoff, Chairman
Board of Elders
South Shore Trinity Lutheran Church

Enclosure: Request of certificate of insurance to Helland agency, Inc.

:sa

Home of South Shore Trinity Preschool
A Stephen Ministry Congregation





Sharing, Caring, Growing in Christ!

FAX TRANSMITTAL

Date: April 23, 2018
TO: Mr. Greg Helland
Helland Agency, Inc.
FAX#: 952-475-1363

MESSAGE:

South Shore Trinity Lutheran Church needs a certificate of insurance for our annual request to use the Bellaire Beach for our summer 9:45 a.m. worship services. Attached is the letter of request for this year.

You can fax it directly to WB Township 651-426-2258. Please confirm with me as well.

Don't hesitate to contact me if you have any questions or need further information.

Thank you.

Serving our Savior,

A handwritten signature in cursive script that reads "Sally".

Sally Ackerley
Office Manager
South Shore Trinity Lutheran Church
sally@sstwbl.org
Fax: 651-653-3634
Office: 651-429-4293

Home of South Shore Trinity Preschool
A Stephen Ministry Congregation





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2018

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

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

PRODUCER Helland Agency, Inc. 18202 Minnetonka Blvd. Deephaven, MN. 55391	CONTACT NAME: Greg Helland
	PHONE (A/C, No. Ext): 952 475 1333 FAX (A/C, No):
	E-MAIL ADDRESS: Greg@Hellandagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Grinnell Mutual Insurance Co.	NAIC #
INSURER B: SPM Insurance Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: South Shore Trinity Lutheran Church
2480 South Shore Blvd.
White Bear Lake, MN. 55110-3807

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INBR LTR	TYPE OF INSURANCE	APPLICABLE RISE/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	879040	4/30/18	4/30/19	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PROP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		879040			COMBINED SINGLE LIMIT ** (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		879040			EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Necessary in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	46195.208	4/1/18	4/1/19	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Property Insurance		879040	4/30/18	4/30/19	Special Replacement Per Schedule On File

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Church And Related Activities, Including Holding Church Services At Bellaire Beach In June, July and August. White Bear Township Is Added As An Additional Insured.

CERTIFICATE HOLDER White Bear Lake Township 1281 Hammond Road White Bear Township, MN. 55110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 10 Days. AUTHORIZED REPRESENTATIVE <i>Greg Helland</i> Greg Helland
---	---



WHITE BEAR TOWNSHIP SPECIAL EVENTS POLICY

WHEREAS THE TOWN BOARD RECEIVES REQUESTS FROM ORGANIZATIONS FOR SPECIAL EVENTS THAT ARE HELD IN WHITE BEAR TOWNSHIP, THE FOLLOWING POLICY IS HEREBY ESTABLISHED:

- 1) All special events held within the Town limits shall require Town Board approval.
- 2) Applicants shall submit a written request explaining their request, including the date, time of day, maximum number of attendees, responsible person (name and day time phone number), and all streets they are requesting to use during the event.
- 3) The applicant shall submit a Certificate of Insurance for General Liability, in the maximum amount provided by law, naming the Town of White Bear **as an additional insured** for the event. Certificate shall be stated as follows:
"TOWN OF WHITE BEAR, ITS OFFICERS, EMPLOYEES AND ASSIGNS".
- 4) Applicant's request shall include a statement regarding their contact with and approval (if required), from all agencies that may be involved with the event (i.e. RAMSEY COUNTY SHERIFF'S DEPARTMENT; RAMSEY COUNTY PARKS & RECREATION DEPARTMENT, RAMSEY COUNTY PUBLIC WORKS DEPARTMENT, WHITE BEAR LAKE FIRE DEPARTMENT, ETC.)
- 5) Applicant shall provide route notification to the residents and businesses in the affected neighborhoods by way of temporary signs along the route, as directed by the Town Board, a minimum of 5 days in advance of the event. Spraying paint on roads, telephone poles and sidewalks is prohibited - chalk is acceptable. Permanent road signage such as speed limit signs and directional signs shall not be covered by event signage.
- 6) Applicant shall be responsible for clean-up of all debris, litter, etc., resulting from the event. Applicant shall remove all temporary signage immediately after the event.
- 7) All of the above information must be submitted to the Township Office a minimum of 30 days prior to the Town Board Meeting at which the application will be considered – incomplete applications will not be considered. The 30 day requirement may be waived by the Town Board by petition of the applicant for special circumstances.
- 8) White Bear Township reserves the right to revoke all permits granted.

APPROVED BY THE TOWN BOARD MAY 3, 1999;
Amended May 6, 2002; June 2, 2003; & October 3, 2011

RAMSEY COUNTY SHERIFF'S DEPARTMENT 651-767-0640
RAMSEY COUNTY PUBLIC WORKS DEPARTMENT 651-266-7100
RAMSEY COUNTY PARKS & RECREATION DEPARTMENT 651-748-2500
WHITE BEAR LAKE FIRE DEPARTMENT 651-429-8568



**Town Board Meeting
May 7, 2018**

Agenda Number: 5D – Consent Agenda

Subject: Independent School District 624, Otter Lake Elementary School, 1401 County Road H-2 – Call Public Hearing for Monday, June 4, 2018 @ Heritage Hall, 4200 Otter Lake Road, to Consider the Request for a Conditional Use Permit to Allow Construction of a 65' x 75' Accessory Structure

Documentation: Public Notice

Action / Motion for Consideration:

Receive Information / Discuss

Call Public Hearing for Monday, June 4, 2018 @ Heritage Hall, 4200 Otter Lake Road, to Consider the Request for a Conditional Use Permit to Allow Construction of a 65' x 75' Accessory Structure

PUBLIC NOTICE

NOTICE OF HEARING REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW CONSTRUCTION OF A 65' X 75' ACCESSORY STRUCTURE AT OTTER LAKE ELEMENTARY SCHOOL IN THE TOWN OF WHITE BEAR, RAMSEY COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN, That the Town Board of Supervisors of the Town of White Bear, Ramsey County, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road in said Town on Monday, June 4, 2018 at 7:00 p.m. to consider the request of the granting of a Conditional Use Permit to allow construction of a 65' x 75' accessory structure at Otter Lake Elementary School, in the area lying and being in the Town of White Bear, Ramsey County, Minnesota, described as follows, to-wit:

The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ except that part lying northerly of Otter Lake Road and except the South 490 feet of the West 150 feet, the East 8 acres of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all located in Section 10, Township 30, Range 22,

(Otter Lake Elementary School, 1401 County Road H-2)

and to hear and pass upon objections and recommendations, if any, and to conduct any and all business incident thereof.

Given under my hand this 7th day of May, 2018.

WILLIAM F. SHORT, Clerk-Treasurer



**Town Board Meeting
May 7, 2018**

Agenda Number: 5E – Consent Agenda

**Subject: Improvement 2018-2 – Cambridge Downs – Adopt
Resolution Declaring Official Intent to Reimburse Expenditures**

Documentation: Resolution

Action / Motion for Consideration:

Receive Information / Discuss

Based on Finance Officer Review & Recommendation Adopt Resolution
Declaring Official Intent to Reimburse Expenditures

Ruzek – Moves

Prudhon – Seconds

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON MAY 7, 2018

Pursuant to due call and notice thereof, a Regular meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on May 7, 2018 at 7:00 p.m.

The following members were present: Kermes, Prudhon, Ruzek; and the following voted against the same: None.

Supervisor Ruzek introduced the following Resolution and moved its adoption:

**RESOLUTION DECLARING OFFICIAL
INTENT TO REIMBURSE EXPENDITURES**

WHEREAS, Federal regulations relating to tax-exempt bonds treat bond proceeds used to reimburse prior expenditures as expended only if certain requirements are met, including as to some expenditures, the requirement of declaring an official intent to reimburse,

AND WHEREAS, expenditures to be reimbursed have been paid and will continue to be paid by the Town of White Bear for various improvement projects initiated under Minnesota Statutes, Chapter 429, prior to the issuance of bonds to finance such improvements,

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

That the Town hereby declares its intent to reimburse expenditures for the improvement project listed below:

Project Name	Reimbursement Amount
Improvement 2018-2 – Cambridge Downs Development	\$ 1,500,000.00

with proceeds of the bonds to be used by the Town in the maximum expected principal amount of \$1,500,000.00.



**Town Board Meeting
May 7, 2018**

Agenda Number: 5F – Consent Agenda

Subject: **May Executive Meeting Date** – Reschedule May Executive Meeting to Friday, May 18, 2018 Due to the Memorial Day Holiday

Documentation: None

Action / Motion for Consideration:

Receive Information / Discuss

Reschedule May Executive Meeting to Friday, May 18, 2018 Due to the Memorial Day Holiday



**Town Board Meeting
May 7, 2018**

Agenda Number: 5G – Consent Agenda

Subject: 4133 Oakmede Lane – Approve Adjustment of Invoice

Documentation: Invoice

Action / Motion for Consideration:

Receive Information / Discuss

Approve Adjustment of Invoice for the Property at 4133 Oakmede Lane



Please make payment to:

White Bear Township

1281 Hammond Road
 White Bear Township, MN 55110
 (651) 747-2750

ACCOUNT NUMBER	BILL DATE	DUE DATE
01-675	05/03/2018	05/03/2018

AMOUNT DUE	AMOUNT ENCLOSED
\$717.75	

NATHAN HAASE
 4133 OAKMEDE LANE
 WHITE BEAR TOWNSHIP MN 551

----- Important: Return this portion -----

----- Retain this portion for your records -----

STATEMENT

White Bear Township

1281 Hammond Road
 White Bear Township, MN 55110
 (651) 747-2750

ACCOUNT NUMBER	BILL DATE	DUE DATE
01-675	05/03/2018	05/03/2018

DATE	REFERENCE	DESCRIPTION	ORIGINAL AMT	PAYMENTS	BALANCE												
12/29/2017	P-201712291	DEPOSIT APPEAL &	150.00-	0.00	150.00-												
04/04/2018	I-201804041	CONTRACTED SERVI	1,107.00	0.00	1,107.00												
05/03/2018	C-201805031	CREDIT MEMO	239.25-	0.00	239.25-												
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>CURRENT</th> <th>30 DAYS</th> <th>60 DAYS</th> <th>90 DAYS</th> <th>120 DAYS</th> <th>TOTAL DUE</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">717.75</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">717.75</td> </tr> </tbody> </table>					CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	TOTAL DUE	717.75	0.00	0.00	0.00	0.00	717.75	
CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	TOTAL DUE												
717.75	0.00	0.00	0.00	0.00	717.75												



**Town Board Meeting
May 7, 2018**

Agenda Number: 5H – Consent Agenda

Subject: Administrative Driveway Variance – In Accordance with Town Ordinance No. 35, Section 9-6.3(e) & Based on Staff Review & Recommendation & Approval, Ratify the Town Clerk’s Issuance of an Administrative Driveway Variance at 1343 Horseshoe Court

Documentation: Administrative Variance Driveway Replacement / Administrative Variance Driveway Replacement Application / State of Affected Property Owners

Action / Motion for Consideration:

Receive Information / Discuss

In Accordance with Town Ordinance No. 35, Section 9-6.3(e) & Based on Staff Review & Recommendation & Approval, Ratify the Town Clerk’s Issuance of an Administrative Driveway Variance at 1343 Horseshoe Court



**ADMINISTRATIVE VARIANCE
DRIVEWAY REPLACEMENT**

Property Address: 1343 Horseshoe Court

Pursuant to Section 9-6.3(e).(3) of Ordinance No. 35, the Town Clerk has the authority to review and approve requests for replacement of existing driveways which have non-conforming side yard setbacks, provided the applicant has supplied the necessary signatures of the affected property owner(s) abutting the side in which the variance is being requested.

The Town Clerk hereby approves the replacement of the driveway at the above address, in accordance with Section 9-6.3(e).(3).

Date: _____

WILLIAM F. SHORT, Clerk-Treasurer

Ratified by the Town Board on _____.

**STATEMENT OF AFFECTED
PROPERTY OWNERS**

If a signed statement is not provided by the applicant for an administrative driveway variance, the Town Clerk will be unable to review the request, and such request will be denied.

I am the owner of the property at 1343 ~~333~~ Horseshoe Court. I am requesting that the Town Clerk grant me an administrative driveway variance for the following purpose:

To allow me to replace my asphalt driveway with concrete with the footprint to remain the same. This is a cul-de-sac property and the existing driveway infringes on the 10' set back required.

My request will be reviewed by the Town Clerk. I must provide the Town Clerk with a statement signed by the affected property owner(s) abutting the side in which the variance is being requested, and recording their approval of the requested action. Please feel free to write below any comments you may have regarding this issue. This statement must be signed and dated.

PROPERTY OWNERS

1. Name: Tony + Ton Grier Address: 1343 Horseshoe Ct
Phone: (Home) 612 483 1892 White Bear
(Bus.) 612 813 5922
(Cell) 612 242 8131

Comments: _____

Date: 5/2/18 Signatures: Ton Grier / Tony Grier

2. Name: Sadie Dennis Address: 1335 Horseshoe Ct.
James Dennis Phone: (Home) 651-270-2042
(Bus.) _____
(Cell) 651-233-8748

Comments: _____

Date: 5/2/18 Signatures: Sadie Dennis James Dennis



**Town Board Meeting
May 7, 2018**

Agenda Number: 5I – Consent Agenda

Subject: Economic Development Advisory Board – Re-Appoint Scott McCune & Beth Artner to Three Year Terms on the Economic Development Advisory Board to Expire April 30, 2021

Documentation: Application & Commission List

Action / Motion for Consideration:

Receive Information / Discuss

Re-Appoint Scott McCune & Beth Artner to Three Year Terms on the Economic Development Advisory Board to Expire April 30, 2021



APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

Dear Applicant:

We welcome you as an applicant for one of our Boards/Commissions. Any resident of White Bear Township for at least one year is generally eligible for nomination to any of the Township's standing Commissions established by Ordinance. However, preference will be given to registered voters.

You are encouraged to attach any additional information which you believe qualifies you for appointment to the Commission you have selected.

BOARD OR COMMISSION PREFERENCE:

- Economic Development Advisory Board
- Park Board
- Planning Commission
- Public Safety Commission
- Utility Commission
- Ramsey/Washington Suburban Cable Commission
- VLAWMO Technical Commission (TEC)
- WBL Conservation District

RETURN APPLICATION TO:

By Mail:
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

By E-Mail:
wbt@whitebeartownship.org

PERSONAL INFORMATION:

Name: Scott McCune

Address: 5250 Anderlie Lane WBT

Telephone: Home: _____ Cell: 470-8660 Work: 952-205-3443

E-Mail Address: Scott-McCune@icloud.com

How long have you been a resident of White Bear Township? 18 1/2 years

Are any members of your immediate family presently employed by White Bear Township, or serving on any of the Township's Boards or Commissions: No

If yes, please explain: _____

Your occupation: Finance Manager Employer: Optum / UnitedHealth

I am a member of the following civic organizations: Utility Commission,
White Bear Area Emergency Food Shelf

Please list your special interests, education, past experiences, etc. which you feel would benefit the Township by your appointment to the Board/Commission you have preferred above:

member of EDAB for past three years

BS in Finance

Strengths include Analytic and Strategic

Signature: Scott McCune Date: 4/11/2018



RECEIVED

APR 23 2018

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

TOWN OF WHITE BEAR

Dear Applicant:

We welcome you as an applicant for one of our Boards/Commissions. Any resident of White Bear Township for at least one year is generally eligible for nomination to any of the Township's standing Commissions established by Ordinance. However, preference will be given to registered voters.

You are encouraged to attach any additional information which you believe qualifies you for appointment to the Commission you have selected.

BOARD OR COMMISSION PREFERENCE:

- Checkboxes for: Economic Development Advisory Board, Park Board, Planning Commission, Public Safety Commission, Utility Commission, Ramsey/Washington Suburban Cable Commission, VLAWMO Technical Commission (TEC), WBL Conservation District.

RETURN APPLICATION TO:

By Mail: White Bear Township, 1281 Hammond Road, White Bear Township, MN 55110

By E-Mail: wbt@whitebeartownship.org

PERSONAL INFORMATION:

Name: Beth Artnier
Address: 5414 BALD EAGLE BLVD E
Telephone: Home: 476-8160 Cell: 503-4471 Work:
E-Mail Address: beth.artniew@mac.com
How long have you been a resident of White Bear Township? 1978

Are any members of your immediate family presently employed by White Bear Township, or serving on any of the Township's Boards or Commissions: NO

If yes, please explain:
Your occupation: P.M. Employer: SELF EMPLOYED

I am a member of the following civic organizations: WBT-PC, WBT-EAB, PAST-MASTER GARDENER, LEAGUE WOMEN VOTERS

Please list your special interests, education, past experiences, etc. which you feel would benefit the Township by your appointment to the Board/Commission you have preferred above: CONSTRUCTION, BUSINESS OWNER/CONSULTANT, MASTER GARDENER, ENVIRONMENT

Signature: Beth Artnier Date: 4.22.18

ECONOMIC DEVELOPMENT ADVISORY BOARD

COMMISSIONER

Bob Kermes
4358 Fisher Lane
White Bear Township, MN 55110
651-426-7337 (home)
bob.kermes@whitebeartownship.org

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, Chair
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, Vice Chair
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

VACANT

Term Expires:

Appointed:
Reappointed:

Tom Brunner
494 Carriage Lane
Hudson, WI 54016
651-762-4481 (work) 612-804-4209 (cell)
kbrunner@specialtymfg.com

Term Expires: April 30, 2019

Appointed: 4/16/2018
Reappointed:



**Town Board Meeting
May 7, 2018**

Agenda Number: 5J – Consent Agenda

Subject: **Public Safety Commission** - Re-Appoint Sandra LeBlanc to a Three Year Term on the Public Safety Commission to Expire April 30, 2021

Documentation: Application & Commission List

Action / Motion for Consideration:

Receive Information / Discuss

Re-Appoint Sandra LeBlanc to a Three Year Term on the Public Safety Commission to Expire April 30, 2021



**APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION**

Dear Applicant:

We welcome you as an applicant for one of our Boards/Commissions. Any resident of White Bear Township for at least one year is generally eligible for nomination to any of the Township's standing Commissions established by Ordinance. However, preference will be given to registered voters.

You are encouraged to attach any additional information which you believe qualifies you for appointment to the Commission you have selected.

BOARD OR COMMISSION PREFERENCE:

- Economic Development Advisory Board
- Park Board
- Planning Commission
- Public Safety Commission
- Utility Commission
- Ramsey/Washington Suburban Cable Commission
- VLAWMO Technical Commission (TEC)
- WBL Conservation District

RETURN APPLICATION TO:

By Mail:
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

By E-Mail:
wbt@whitebeartownship.org

PERSONAL INFORMATION:

Name: SANDRA M. LeBLANC

Address: 5555 Fenway Court

Telephone: Home: 651-426-0746 Cell: 612-868-4673 Work: /

E-Mail Address: Keithleblanc@comcast.net

How long have you been a resident of White Bear Township? 19 yrs.

Are any members of your immediate family presently employed by White Bear Township, or serving on any of the Township's Boards or Commissions: No

If yes, please explain: _____

Your occupation: _____ Employer: _____

I am a member of the following civic organizations: St. Paul Winter Carnival
Parkview Homeowners Board of Directors

Please list your special interests, education, past experiences, etc. which you feel would benefit the Township by your appointment to the Board/Commission you have preferred above:

Signature: Sandra M. LeBlanc

Date: April 5, 2018

PUBLIC SAFETY COMMISSION

COMMISSIONER

Ed Prudhon
5435 Peterson Road
White Bear Township, MN 55127
651-429-6772 (home) 612-868-7669 (cell)
ed.prudhon@whitebeartownship.org

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)
stevejl57@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, 2020

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
4701 Highway 61
White Bear Lake, 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
E-mail Agenda to: terry.soukkala@co.ramsey.mn.us

Term Expires: April 30, 2019

Appointed: 1/3/2018

* Winter Address (confirm dates in September)



**Town Board Meeting
May 7, 2018**

Agenda Number: 5K – Consent Agenda

Subject: Park Board – Re-Appoint Erik Josephson, Jason DeMoe, Scott Lombardi & Steve Reeves to Three Year Terms on the Park Board to Expire April 30, 2021

Documentation: Application & Commission List

Action / Motion for Consideration:

Receive Information / Discuss

Re-Appoint Erik Josephson, Jason DeMoe, Scott Lombardi & Steve Reeves to Three Year Terms on the Park Board to Expire April 30, 2021



RECEIVED

APR 16 2018

**APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION**

TOWN OF WHITE BEAR

Dear Applicant:

We welcome you as an applicant for one of our Boards/Commissions. Any resident of White Bear Township for at least one year is generally eligible for nomination to any of the Township's standing Commissions established by Ordinance. However, preference will be given to registered voters.

You are encouraged to attach any additional information which you believe qualifies you for appointment to the Commission you have selected.

BOARD OR COMMISSION PREFERENCE:

RETURN APPLICATION TO:

- Economic Development Advisory Board
- Park Board
- Planning Commission
- Public Safety Commission
- Utility Commission
- Ramsey/Washington Suburban Cable Commission
- VLAWMO Technical Commission (TEC)
- WBL Conservation District

By Mail:
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

By E-Mail:
wbt@whitebeartownship.org

PERSONAL INFORMATION:

Name: Erik Josephson

Address: 4188 Forest Ct, White Bear Township, MN 55110

Telephone: Home: _____ Cell: 703-859-4054 Work: _____

E-Mail Address: erjosephson@gmail.com

How long have you been a resident of White Bear Township? 2 1/2 yrs

Are any members of your immediate family presently employed by White Bear Township, or serving on any of the Township's Boards or Commissions: No

If yes, please explain: _____

Your occupation: Grants & Contracts Mgr Employer: Capital Impact Partners

I am a member of the following civic organizations: Lake Lake, St Andrew's Fdn

Please list your special interests, education, past experiences, etc. which you feel would benefit the Township by your appointment to the Board/Commission you have preferred above:

Current Park Board Member

Signature: [Handwritten Signature]

Date: 4/13/18



APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

Dear Applicant:

We welcome you as an applicant for one of our Boards/Commissions. Any resident of White Bear Township for at least one year is generally eligible for nomination to any of the Township's standing Commissions established by Ordinance. However, preference will be given to registered voters.

You are encouraged to attach any additional information which you believe qualifies you for appointment to the Commission you have selected.

BOARD OR COMMISSION PREFERENCE:

- Economic Development Advisory Board
- Park Board
- Planning Commission
- Public Safety Commission
- Utility Commission
- Ramsey/Washington Suburban Cable Commission
- VLAWMO Technical Commission (TEC)
- WBL Conservation District

RETURN APPLICATION TO:

By Mail:
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

By E-Mail:
wbt@whitebeartownship.org

PERSONAL INFORMATION:

Name: JASON DeMoe

Address: 1403 Brandwood Rd White Bear Township

Telephone: Home: _____ Cell: 651 331 8076 Work: _____

E-Mail Address: jvdemoe@gmail.com

How long have you been a resident of White Bear Township? 9 months

Are any members of your immediate family presently employed by White Bear Township, or serving on any of the Township's Boards or Commissions: No

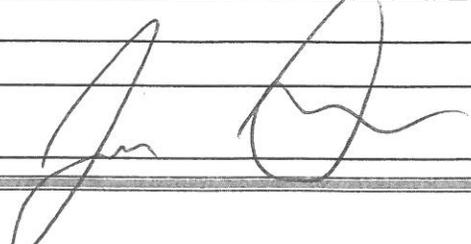
If yes, please explain: _____

Your occupation: Newspaper Reporter Employer: Forest Lake Times

I am a member of the following civic organizations: FL Lions

Please list your special interests, education, past experiences, etc. which you feel would benefit the Township by your appointment to the Board/Commission you have preferred above:

Former Vice Chair FL Parks Commission

Signature:  _____ Date: 4-16-18



**APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION**

Dear Applicant:

We welcome you as an applicant for one of our Boards/Commissions. Any resident of White Bear Township for at least one year is generally eligible for nomination to any of the Township's standing Commissions established by Ordinance. However, preference will be given to registered voters.

You are encouraged to attach any additional information which you believe qualifies you for appointment to the Commission you have selected.

BOARD OR COMMISSION PREFERENCE:

- Economic Development Advisory Board
- Park Board
- Planning Commission
- Public Safety Commission
- Utility Commission
- Ramsey/Washington Suburban Cable Commission
- VLAWMO Technical Commission (TEC)
- WBL Conservation District

RETURN APPLICATION TO:

By Mail:
 White Bear Township
 1281 Hammond Road
 White Bear Township, MN 55110

By E-Mail:
wbt@whitebeartownship.org

PERSONAL INFORMATION:

Name: Scott Lombardi

Address: 5471 Franklin Ave

Telephone: Home: _____ Cell: 651-274-1594 Work: _____

E-Mail Address: ScottLombardi81@gmail.com

How long have you been a resident of White Bear Township? 5 years

Are any members of your immediate family presently employed by White Bear Township, or serving on any of the Township's Boards or Commissions: MR

If yes, please explain: Park Board member

Your occupation: Analyst Employer: TSI

I am a member of the following civic organizations: _____

Please list your special interests, education, past experiences, etc. which you feel would benefit the Township by your appointment to the Board/Commission you have preferred above:

Signature: [Handwritten Signature] Date: 4-16-18



**APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION**

Dear Applicant:

We welcome you as an applicant for one of our Boards/Commissions. Any resident of White Bear Township for at least one year is generally eligible for nomination to any of the Township's standing Commissions established by Ordinance. However, preference will be given to registered voters.

You are encouraged to attach any additional information which you believe qualifies you for appointment to the Commission you have selected.

BOARD OR COMMISSION PREFERENCE:

- Economic Development Advisory Board
- Park Board
- Planning Commission
- Public Safety Commission
- Utility Commission
- Ramsey/Washington Suburban Cable Commission
- VLAWMO Technical Commission (TEC)
- WBL Conservation District

RETURN APPLICATION TO:

By Mail:
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

By E-Mail:
wbt@whitebeartownship.org

PERSONAL INFORMATION:

Name: Steve Reeves

Address: 5341 Cedarwood Court

Telephone: Home: (651) 330-9118 Cell: (651) 755-6072 Work: (651) 748-2500

E-Mail Address: reeves23@comcast.net

How long have you been a resident of White Bear Township? 5 years

Are any members of your immediate family presently employed by White Bear Township, or serving on any of the Township's Boards or Commissions: No

If yes, please explain: _____

Your occupation: Maintenance & Operations Employer: Ramsey County Parks & Recreation

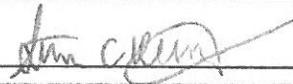
I am a member of the following civic organizations: _____

Please list your special interests, education, past experiences, etc. which you feel would benefit the Township by your appointment to the Board/Commission you have preferenced above:

I work in the Parks and Recreation field and believe Parks, Trails and Open Space are a part of what makes our state and community great.

Opportunities for all to recreate are important to our quality of life. I have served on the Park Board since February of 2017 and hope to

Continue to serve the Town on the Park Board.

Signature: 

Date: 04/20/2018

PARK BOARD

COMMISSIONER

Steve Ruzek
5529 Fisher Court
White Bear Township, MN 55110
651-247-3673
steve.ruzek@whitebeartownship.org

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)
judemoe@gmail.com

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 (Chair)
5471 Franklin Ave
White Bear Township, MN 55110
651-274-1594 (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 (Vice Chair)
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:

Vacant

Term Expires:

Appointed:

Reappointed:

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



**Town Board Meeting
May 7, 2018**

Agenda Number: 5L – Consent Agenda

Subject: **Utility Commission** – Re-Appoint Scott McCune to a Three Year Term on the Utility Commission to Expire April 30, 2021

Documentation: Application & Commission List

Action / Motion for Consideration:

Receive Information / Discuss

Re-Appoint Scott McCune to a Three Year Term on the Utility Commission to Expire April 30, 2021



**APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION**

Dear Applicant:

We welcome you as an applicant for one of our Boards/Commissions. Any resident of White Bear Township for at least one year is generally eligible for nomination to any of the Township's standing Commissions established by Ordinance. However, preference will be given to registered voters.

You are encouraged to attach any additional information which you believe qualifies you for appointment to the Commission you have selected.

BOARD OR COMMISSION PREFERENCE:

- Economic Development Advisory Board
- Park Board
- Planning Commission
- Public Safety Commission
- Utility Commission
- Ramsey/Washington Suburban Cable Commission
- VLAWMO Technical Commission (TEC)
- WBL Conservation District

RETURN APPLICATION TO:

By Mail:
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

By E-Mail:
wbt@whitebeartownship.org

PERSONAL INFORMATION:

Name: Scott McCune

Address: 5250 Anderlie Lane WBT

Telephone: Home: _____ Cell: 470-8660 Work: 952-205-3443

E-Mail Address: Scott_McCune@icloud.com

How long have you been a resident of White Bear Township? 18 1/2 years

Are any members of your immediate family presently employed by White Bear Township, or serving on any of the Township's Boards or Commissions: No

If yes, please explain: _____

Your occupation: Finance Manager Employer: Optum/United Health

I am a member of the following civic organizations: EDAB
White Bear Area Emergency Food Shelf

Please list your special interests, education, past experiences, etc. which you feel would benefit the Township by your appointment to the Board/Commission you have preferred above:

member of Utility commission for past four years

BS in Finance

Strengths include Analytic and Strategic

Signature: [Handwritten Signature]

Date: 4/11/2018

UTILITY COMMISSION

COMMISSIONER

Bob Kermes
4358 Fisher Lane
White Bear Township, MN 55110
651-426-7337 (home)
bob.kermes@whitebeartownship.org

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, 2020

Appointed: 5/16/11
Reappointed:

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

Term Expires: April 30, 2020

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)



**Town Board Meeting
May 7, 2018**

Agenda Number: 5M – Consent Agenda

Subject: Planning Commission – Re-Appoint Beth Artner & Steve Swisher to Three Year Terms on the Planning Commission to Expire April 30, 2021

Documentation: Application & Commission List

Action / Motion for Consideration:

Receive Information / Discuss

Re-Appoint Beth Artner & Steve Swisher to Three Year Terms on the Planning Commission to Expire April 30, 2021



RECEIVED

APR 23 2018

**APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION**

TOWN OF WHITE BEAR

Dear Applicant:

We welcome you as an applicant for one of our Boards/Commissions. Any resident of White Bear Township for at least one year is generally eligible for nomination to any of the Township's standing Commissions established by Ordinance. However, preference will be given to registered voters.

You are encouraged to attach any additional information which you believe qualifies you for appointment to the Commission you have selected.

BOARD OR COMMISSION PREFERENCE:

- Economic Development Advisory Board
- Park Board
- Planning Commission
- Public Safety Commission
- Utility Commission
- Ramsey/Washington Suburban Cable Commission
- VLAWMO Technical Commission (TEC)
- WBL Conservation District

RETURN APPLICATION TO:

By Mail:
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

By E-Mail:
wbt@whitebeartownship.org

PERSONAL INFORMATION:

Name: BETH ARTNIER

Address: 5414 BALD EAGLE BLVD E

Telephone: Home: ⁶⁵¹ 426-8166 Cell: ⁶⁵¹ 503-4471 Work: _____

E-Mail Address: beth.artnier@mac.com

How long have you been a resident of White Bear Township? 1978

Are any members of your immediate family presently employed by White Bear Township, or serving on any of the Township's Boards or Commissions: NO

If yes, please explain: _____

Your occupation: P.M. Employer: SELF Employed

I am a member of the following civic organizations: WBT-PC, WBT-EB
PAST-MASTER GARDENER, LEAGUE WOMEN VOTERS

Please list your special interests, education, past experiences, etc. which you feel would benefit the Township by your appointment to the Board/Commission you have preferred above:

CONSTRUCTION, BUSINESS OWNER/CONSULTANT,
MASTER GARDENER, ENVIRONMENT

Signature: Beth Artnier

Date: 4-22-18



**APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION**

Dear Applicant:

We welcome you as an applicant for one of our Boards/Commissions. Any resident of White Bear Township for at least one year is generally eligible for nomination to any of the Township's standing Commissions established by Ordinance. However, preference will be given to registered voters.

You are encouraged to attach any additional information which you believe qualifies you for appointment to the Commission you have selected.

BOARD OR COMMISSION PREFERENCE:

- Economic Development Advisory Board
- Park Board
- Planning Commission
- Public Safety Commission
- Utility Commission
- Ramsey/Washington Suburban Cable Commission
- VLAWMO Technical Commission (TEC)
- WBL Conservation District

RETURN APPLICATION TO:

By Mail:
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

By E-Mail:
wbt@whitebeartownship.org

PERSONAL INFORMATION:

Name: STEVE SWISHER

Address: 1210 Pondview Lane

Telephone: Home: _____ Cell: 612-916-1229 Work: 612-999-2348

E-Mail Address: Steve.Swisher@yahoo.com

How long have you been a resident of White Bear Township? Since 2013

Are any members of your immediate family presently employed by White Bear Township, or serving on any of the Township's Boards or Commissions: NO

If yes, please explain: _____

Your occupation: Mortgage Banker Employer: LAND HOME FINANCIAL

I am a member of the following civic organizations: MINNESOTA MORTGAGE BANKERS ASSOCIATION, ST. JOHN'S EPISCOPAL CHURCH OF WBL

Please list your special interests, education, past experiences, etc. which you feel would benefit the Township by your appointment to the Board/Commission you have preferred above:

PAST Appointments have been two appointments to White Bear Lake City Planning Commission, White Bear Town Park Board and currently serving White Bear Town Planning Comm

Signature: [Handwritten Signature]

Date: 4-13-2018

PLANNING COMMISSION

COMMISSIONER

Steve Ruzek
5529 Fisher Court
White Bear Township, MN 55110
651-247-3673
steve.ruzek@whitebeartownship.org

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)
rijdconst@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



**Town Board Meeting
May 7, 2018**

Agenda Number: 6 – Old Business

Subject: None

Documentation:

Action / Motion for Consideration:



**Town Board Meeting
May 7, 2018**

Agenda Number: 7A – New Business

Subject: 7:15 p.m. Public Hearing – Improvement 2018-3 Centerville Road Improvements:

1. Receive Feasibility Report – Presentation by Steve Weser
2. Receive Appraisal.
3. Order Improvement.
4. Adopt Resolution of Intent to Reimburse Expenditures.

Documentation: Public Notice / Resident Letter / Mailing List / Map Affidavit of Publication / Memo to File / Resolution Receiving Report on a Street Improvement / Copy of Pertinent Parts of Appraisal (full copy in Distribution File / Resolution Ordering Improvement 2018-3 / City of White Bear Lake Resolution Ordering Improvement & Approving Plans & Specifications / City of White Bear Lake Memorandum / Resolution of Intent to Reimburse Expenditures

****Note – Erin Laberee, Ramsey County Traffic Engineer & Steve Weser, Alliant Engineering will be in attendance**

Action / Motion for Consideration:

- Note Publication of the Hearing Notice in Newspaper & Waive Reading of Notice
- Open Public Hearing
- Open Public Comment Portion – Ask for Comments
- Close Public Portion of Hearing

Based on Staff Review & Recommendation:

- 1) Adopt Resolution Receiving Report on a Street Improvement

Prudhon – Moves

Ruzek – Seconds

- 2) Receive Appraisal

- 3) Adopt Resolution Ordering Improvement 2018-3

Prudhon – Moves

Ruzek – Seconds

- 4) Adopt Resolution of Intent to Reimburse Expenditures

Prudhon – Moves

Ruzek – Seconds

Minutes
Town Board Meeting
April 16, 2018

CENTERVILLE ROAD ROADWAY IMPROVEMENTS: 1) APPROVE COOPERATIVE AGREEMENT BETWEEN WHITE BEAR TOWNSHIP & THE CITY OF WHITE BEAR LAKE; 2) AUTHORIZE EXECUTION BY THE TOWN BOARD CHAIR & TOWN CLERK: The Town Attorney reported that this is the same document previously discussed regarding a Cooperative Agreement with the City of White Bear Lake. The purpose of the document is to enter into an agreement with the City of White Bear Lake regarding improvements to Centerville Road. The City would contract and manage the construction of the improvements subject to review and approval by the Town Engineer. In addition, the Town reserves the right to consider assessments on the project. Any costs are to be agreed to by the Town Board. The agreement allows the Town to monitor the work by the City of White Bear Lake within the boundaries of the Township. The Clerk noted that the Agreement has been forwarded to the City of White Bear Lake for review and comment.

Ruzek moved to approve the Cooperative Agreement and to forward to the City of White Bear Lake. Prudhon seconded. Ayes all.

Ruzek moved to authorize execution by the Town Board Chair and Town Clerk of the final Cooperative Agreement, subject to review of any amendment by the City of White Bear Lake and reviewed by the Town Attorney. Prudhon seconded. Ayes all.

Minutes
Town Board Meeting
April 2, 2018

CENTERVILLE ROAD ROADWAY IMPROVEMENTS: 1) AUTHORIZE PREPARATION OF A REPORT ON A STREET IMPROVEMENT; 2) CALL PUBLIC IMPROVEMENT HEARING; 3) AUTHORIZE TOWN ATTORNEY TO COMPOSE A COOPERATIVE AGREEMENT BETWEEN THE TOWNSHIP & THE CITY OF WHITE BEAR LAKE: The Clerk noted that as discussed at past Town Board meetings, Ramsey County has established requirements for improvements to Centerville Road now that the last northeast quadrant of the Centerville/Highway 96 intersection area is being developed. Ramsey County has established the requirement for extending the current median from Highway 96 north to the driveway between Cub and the proposed Lunds-Byerlys store. They are

requiring the installation of a traffic signal. Ramsey County, while they are requiring the signal, they do not have the capacity to manage the project and has asked that the City of White Bear Lake manage it. White Bear Lake has accepted the responsibility of managing the project and has hired the consultant who is working for Lunds-Byerlys to manage the project for them on a consulting contract. While Ramsey County is requiring the improvements, they are proposing to fund their part of the median extensions, but would not be funding the signal, per County Public Works policy and practice. The cost of constructing the signal will be borne by the local properties and the development, local communities and the developer. White Bear Lake has proceeded, ordered a feasibility report which has been completed, and directed their consulting engineer to proceed with construction documents. The method for paying for the median improvements will be picked up by Ramsey County; the addition of the northbound lane which is required by the County, and some other improvements related to that extension to be picked up by the developer; the cost of the signal has not yet been determined. The Town has discussed in the past, possible sources of funding should the Town Board decide to contribute. One of the funding sources is assessments. If the Town would like to leave the option open for assessing, the Town would have to take some steps now. White Bear Lake is proposing to award a bid on May 8, 2018. If the Town wants to retrain the authority of assessments, then the Town would have to approve the project prior to May 8th. A schedule has been provided to keep that option open. The Town Attorney and Town Clerk met with the City Attorney for White Bear Lake and City staff last Friday to go over the steps. The most practical option for the Town to retain the authority of assessments is to handle it as though it were a project in White Bear Township. The steps for that option is to order the feasible report (in this case the feasibility report has been done), scheduling a public hearing, conducting the public hearing, and considering ordering the project. The Town properties, so far, that would benefit from the project is Cub and retail businesses on Meadowlands Drive. The City of White Bear Lake is proceeding with an appraisal. The Town has authorized the appraisal to identify the benefit and performing the appraisal for those properties as it relates to this improvement. That appraisal will be completed prior to the City of White Bear Lake public hearing improvement scheduled on April 24, 2018 and be available to the Township for a public hearing by May 7, 2018. In order to take advantage of the benefit to assess, the Town needs to schedule a hearing before receiving the appraisal. The action tonight is to adopt the resolution ordering preparation of a report on a street improvement; adopt the resolution calling hearing on Improvement 2018-3 for May 7, 2018; and to authorize the Town Attorney to compose a Cooperative Agreement Between White Bear Township and the City of White Bear Lake. Prudhon asked if the appraisal would include all the businesses in the Meadowland or only the property owner. The Clerk stated that the appraisal would be for the owner of the property. Prudhon asked, if by doing this the Town would be committing to any funds for the signal, the Clerk stated the Town is not committing at this time.

Prudhon moved, based on Staff review and recommendation to adopt the Resolution Ordering Preparation of a Feasibility Report on a Street Improvement. Ruzek seconded. Ayes all.

Prudhon moved to adopt the Resolution Calling Hearing on Improvement 2018-3 for May 7, 2018. Ruzek seconded. Ayes all.

Prudhon moved to authorize the Town Attorney to compose a Cooperative Agreement Between White Bear Township and the City of White Bear Lake. Ruzek seconded. Ayes all.



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750
FAX 651-426-2258
Email: wbt@whitebeartownship.org

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

April 26, 2018

Dear Township Business:

Centerville Road is proposed to be improved this summer with an additional northbound lane, the installation of a traffic signal at the Lunds-Byerlys/White Bear Heights/Cub Foods driveways, and the extension of the median from Meadowlands Drive to the new signal.

The improvements are needed to improve traffic flow and safety. The Town Board has been asked to share in the cost of the traffic signal.

The Town Board has scheduled a Public Hearing for the purpose of presenting the project, answering questions, and recording comments from the benefitting property owners. A **Notice of Hearing on Proposed Improvement** is enclosed. The Public Hearing will be held on **Monday, May 7, 2018 at 7:15 p.m. at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota**. You were invited to attend a similar hearing at the City of White Bear Lake on April 24, 2018.

If in the meantime, you have any questions I can be reached at 651.747.2758 or via email at bill.short@whitebeartownship.org.

Sincerely,

WILLIAM F. SHORT
Clerk-Treasurer

WFS/psw
cc:admin/add.file
b:centervillesignal



recycled paper



NOTICE OF PUBLIC HEARING ON PROPOSED CENTERVILLE ROAD IMPROVEMENTS

Notice is hereby given that the Town Board of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in the Town of White Bear, Minnesota, at 7:15 p.m. on Monday, May 7, 2018, to consider the improvement. A reasonable estimate of the impact of the assessment will be available at the hearing.

The general nature of the improvement is set forth as follows: Improvements to Centerville Road (near Cub Foods) in Section 16, Township 30, Range 11, Ramsey County, Minnesota.

The area proposed to be assessed for such improvement is every lot, piece or parcel of land benefitted by said improvement.

The estimated cost of said Improvement is \$75,000.00.

The Board proposes to proceed under authority granted under Minnesota Statutes, Chapter 429.

All persons desiring to be heard with reference to the proposed improvement will be heard at this meeting.

Dated: April 2, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

WILLIAM F. SHORT, Clerk-Treasurer

CUB FOODS
1059 MEADOWLANDS DRIVE
WHITE BEAR TOWNSHIP MN 55127

RIC 25 LTD
PO BOX 6760
PORTLAND OR 97228-6760

ARBY'S
1028 MEADOWLANDS DRIVE
WHITE BEAR TOWNSHIP MN 55127

FLAGSHIP BANK MINNESOTA
7525 OFFICE RIDGE CIR
EDEN PRAIRIE MN 55344-3644

KINDER CARE
1000 MEADOWLANDS DRIVE
WHITE BEAR TOWNSHIP MN 55127

JMK LIMITED PARTNERSHIP
1646 DIFFLEY ROAD
EAGAN MN 55122-2213

VALVOLINE OIL
1008 MEADOWLANDS DRIVE
WHITE BEAR TOWNSHIP MN 55127

MEADOWLANDS ENTERPRISES LLC
1570 DELAWARE AVENUE
WEST ST PAUL MN 55118-3850

APPLEBEE'S
1018 MEADOWLANDS DRIVE
WHITE BEAR TOWNSHIP MN 55127

BROADSTONE APLB MINNESOTA LLC
6200 OAK TREE BLVD STE 250
INDEPENDENCE OH 44131-6943

AUTO ZONE
1038 MEADOWLANDS DRIVE
WHITE BEAR TOWNSHIP MN 55127

FLAGSHIP BANK
1048 MEADOWLANDS DRIVE
WHITE BEAR TOWNSHIP MN 55127

JIMMY JOHNS
1048 MEADOWLANDS DRIVE
WHITE BEAR TOWNSHIP MN 55127

VALVOLINE LLC
PO BOX 55630
LEXINGTON KY 40555-5630

FAULKNER COMPANIES LLC
2350 COUNTY ROAD J
WHITE BEAR TOWNSHIP MN 55110

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Carter Johnson, being first duly sworn, on oath states as follows:

- 1. I am the publisher of the WHITE BEAR PRESS, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant of Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached was published in the newspaper are as follows:

Once a week, for one week, it was published on Wednesday, the 25th day of April, 2018.

- 4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows:

- a) Lowest classified rate paid by commercial users for comparable space
b) Maximum rate allowed by law for the above matter
c) Rate actually charged for the above matter \$ 16.55/inch

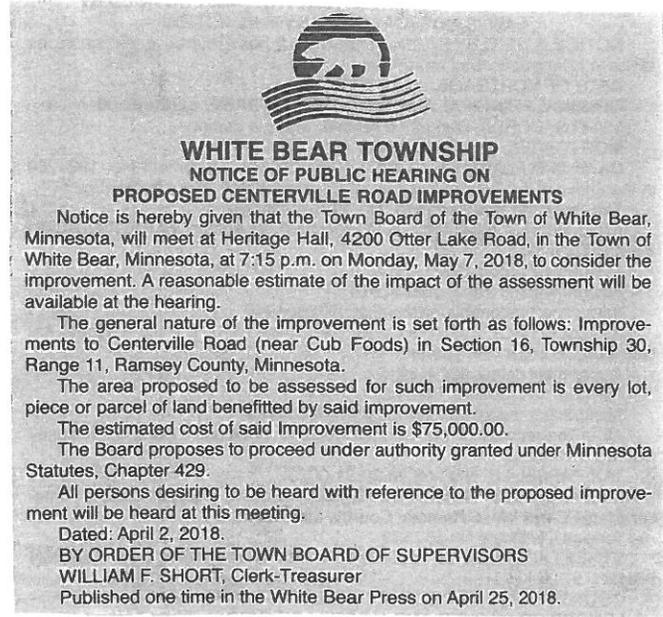
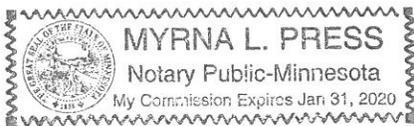
- 5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Ramsey County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

BY: [Signature]
TITLE: Carter Johnson, Publisher

Subscribed and sworn to before me on this 25th day of April, 2018.

[Signature]
Notary Public



MEMORANDUM

TO: FILE
FROM: PATTI WALSTAD
DATE: MAY 2, 2018

SUBJECT: IMPROVEMENT 2018-3 PUBLIC HEARING NOTICE

On Monday, April 16, 2018, I emailed the Public Hearing notice to the legal notice department of the White Bear Press for publication on April 25, 2018 and May 2, 2018 (see attached email).

I checked the White Bear Press on April 25th and the notice was published.

I checked the White Bear Press on May 2nd and noticed it was not published.

I have contacted the legal notice department at the press for clarification.

Patti Walstad

From: Patti Walstad
Sent: Monday, April 16, 2018 2:25 PM
To: 'Evelyn Duvall'
Subject: Public Notice
Attachments: Public Notice - 2018-3.docx

Hi Evelyn, can you please publish the attached in the White Bear Press on April 25th & May 2nd.

Thanks, Patti

Patti S. Walstad

Patti S. Walstad
Paralegal
White Bear Township
1281 Hammond Road
White Bear Township MN 55110

Direct Dial – 651-747-2756
Office – 651-747-2750
Fax – 651-426-2258
E-mail – patti.walstad@whitebeartownship.org

Find us on FaceBook!

Centerville Rd

Patti Walstad

From: Evelyn Duvall <legals@presspubs.com>
Sent: Thursday, May 3, 2018 9:57 AM
To: Patti Walstad
Cc: Evelyn Duvall
Subject: Re: PROOF_Re: WB0425,0502.WBT.PH.CentervilleRd_Re: Public Notice

I'm so sorry about that. Carter will be sending a letter about it for your files.
Time to update my procedures!
Evelyn

On May 2, 2018, at 11:09 AM, Patti Walstad wrote:

Evelyn, nothing now, I just spoke with Carter and asked if we could get something saying it wasn't published just for our files.

Thanks, Patti

From: Evelyn Duvall <legals@presspubs.com>
Sent: Wednesday, May 2, 2018 10:59 AM
To: Patti Walstad <Patti.Walstad@whitebeartownship.org>
Cc: Evelyn Duvall <legals@presspubs.com>
Subject: Re: PROOF_Re: WB0425,0502.WBT.PH.CentervilleRd_Re: Public Notice

Patti,
I see what happened. My proof just said one publication date, so it was not brought forward.
What can we do at this point??
Evelyn

On Apr 17, 2018, at 11:50 AM, Patti Walstad wrote:

Looks good, thanks

From: Evelyn Duvall <legals@presspubs.com>
Sent: Tuesday, April 17, 2018 11:08 AM
To: Patti Walstad <Patti.Walstad@whitebeartownship.org>
Cc: Evelyn Duvall <legals@presspubs.com>; Lisa Graber <ar@presspubs.com>
Subject: PROOF_Re: WB0425,0502.WBT.PH.CentervilleRd_Re: Public Notice

Patti,
Please look over attached proof and reply with any corrections.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON MAY 7, 2018

Pursuant to due call and notice thereof, a Regular meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on May 7, 2018 at 7:00 p.m.

The following members were present: Kermes, Prudhon, Ruzek; and the following voted against the same: None.

Supervisor Prudhon introduced the following Resolution and moved its adoption:

**RESOLUTION RECEIVING REPORT
ON A STREET IMPROVEMENT**

WHEREAS, pursuant to a Resolution of the Town Board adopted April 2, 2018, a report has been prepared by Alliant Engineering, Inc. for the City of White Bear Lake, with reference to improvements to Centerville Road including street reconstruction and appurtenances thereto on Centerville Road located in Section 16, Township 22, Range 30, all in Ramsey County, Minnesota, and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

AND WHEREAS, the report provides information regarding whether the proposed project is necessary, cost-effective, and feasible,

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

That the report heretofore prepared by Alliant Engineering, Inc. for the City of White Bear Lake is hereby received by the Town Board.

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

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 Regular meeting of the Town Board of the said Town held on the 7th day of May, 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 a street improvement.

WITNESS my hand as such Clerk and the Town Clerk's Seal this 7th day of May, 2018.

WILLIAM F. SHORT, Clerk-Treasurer

**A REAL PROPERTY CONSULTING REPORT
OF**

**Benefits Resulting From
Centerville Road Improvement Project
City of White Bear Lake
City Project No. 18-16
White Bear Township Parcels**

LOCATED AT

**West Side of Centerville Rd from Hwy 96 E North to
500' North of the Entrance to Cub Foods/Tower Crossings**

AS OF

April 2, 2018

CLIENT/INTENDED USER

**Mr. William F. Short
Clerk/Treasurer
White Bear Township
1281 Hammond Rd
White Bear Township, MN 55110**

BY

**Daniel E. Dwyer
Dahlen, Dwyer, Foley & Tinker, Inc.
Certified General Real Property Appraiser
Minnesota License #4001170**

Dahlen, Dwyer, Foley & Tinker, Inc.

55 EAST 5TH STREET - SUITE 1220 - ST. PAUL, MINNESOTA 55101 - (651) 224-1381 - FAX (651) 223-5736

Dwight W. Dahlen, MAI SRA
Daniel E. Dwyer
Sean M. Foley
Jeffrey A. Dahlen, MAI
Michael T. Tinker, MAI
Jane E. Hammes

Real Estate Appraisals
Consultation
Expert Witness
Market Research

April 25, 2018

Mr. William F. Short
Clerk/Treasurer
White Bear Township
1281 Hammond Rd
White Bear Township, MN 55110

RE: Real Property Consulting Report
Benefits Resulting From
Centerville Road Improvement Project
City of White Bear Lake
City Project No. 18-16
White Bear Township Parcels

Dear Mr. Short:

In accordance with the request of Mr. Mark L. Burch, P.E. of the City of White Bear Lake, I have made a thorough review and analysis of all information furnished by the City of White Bear Lake and Alliant Engineering regarding the proposed Centerville Rd Improvement Project known as City Project No. 18-16.

This project is a joint effort between Ramsey County, White Bear Lake, White Bear Township, and private development partners. The project includes roadway widening, median installation, turn lanes, a traffic signal system, storm water improvements, curb/gutter improvements, and a partial street reconstruction improvement.

The parcels located in White Bear Township which are considered part of this project include the following:

- 1059 Meadowlands Dr – Cub Foods
- 1011 Meadowlands Dr – Meadowlands Shoppes
- 1000 Meadowlands Dr – KinderCare Learning Center
- 1008 Meadowlands Dr – Valvoline Instant Oil Change
- 1018 Meadowlands Dr – Applebee's Grill & Bar
- 1028 Meadowlands Dr – Arby's Restaurant
- 1038 Meadowlands Dr – Auto Zone
- 1048 Meadowlands Dr – Flagship Bank
- 10XX Meadowlands Dr – White Bear Twp ponding area

It should be noted that there are also several parcels on the east side of Centerville Rd located in the City of White Bear Lake that receive benefits as well, from this project.

The purpose of this Real Property Consulting Report is to give a preliminary opinion as to special benefits, if any, accruing to the White Bear Township parcels involved in the project as a result of the proposed improvements. It should be noted that this is a preliminary analysis and considers benefits resulting from the improvements in general. Should complete "before" and "after" appraisals be needed on individual parcels the same are available to the Township upon request. There would be an additional fee(s) for this service.

I hereby certify that I have no present or contemplated future interest in the real estate that is the subject of this Consulting Report and that I have no personal interest or bias with respect to the subject matter of the analysis or the parties involved and that the amount of the fee is not contingent upon reporting predetermined benefits or upon the amount of the benefits.

I certify that, to the best of my knowledge and belief, the statements of fact upon which the analyses, opinions, and conclusions are based, are true and correct subject to the special and limiting conditions attached hereto, and that no one other than the undersigned prepared this analysis.

Neither my engagement to make this preliminary analysis (or any future analyses for this particular client), nor any compensation therefore, are contingent upon the reporting of a pre-determined result or direction in this result that favors the cause of the client, the amount of the preliminary benefits, the attainment of a stipulated result, or the occurrence of a subsequent event.

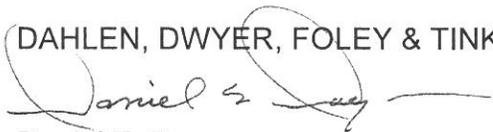
Dahlen, Dwyer, Foley & Tinker, Inc. does not have a business or personal relationship with any of the property owner(s); is not an owner or lessee of any of the properties included in this project, and has no management, leasing or sales responsibility for any of the properties.

Information in this report was gathered from sources believed to be reliable, but is not guaranteed. Possession of this report, or a copy thereof, does not carry with it the right of publication nor may it be used for any purposes, except that for which it was requested without the previous written consent of the appraisers and, in any event, only with proper qualification.

The following report describes my method of approach, contains data gathered in my investigation, and demonstrates my techniques in arriving at preliminary conclusions as to special benefits accruing to various White Bear Township properties in City of White Bear Lake Project No. 18-16 as a result of the Centerville Rd Improvement Project.

Respectfully submitted,

DAHLEN, DWYER, FOLEY & TINKER, INC.

A handwritten signature in cursive script, appearing to read "Daniel E. Dwyer", with a horizontal line extending to the right.

Daniel E. Dwyer
Certified General Real Property Appraiser
MN License #4001170
DDF&T File #: 18-077.1

STATEMENT OF UNDERSTANDING

Based upon meetings and conversations with Mr. Mark L. Burch, P.E., Public Works Director/City Engineer for the City of White Bear Lake, and Mr. Jesse Farrell, P.E., Assistant City Engineer for the City of White Bear Lake, and Mr. Dan Holzemer of the City of White Bear Lake Engineering Department it is my understanding that the City is currently considering the Centerville Rd Improvement Project or City Project No. 18-16. It is also my understanding that this project is a joint effort between Ramsey County, City of White Bear Lake, White Bear Township, and private development partners.

The project is located on Centerville Rd (CSAH 59) from Highway 96 E to 500' north of the Cub Foods/Tower Crossings driveway. The project will include roadway widening, median installation, turn lanes, a traffic signal system, storm water improvements, curb/gutter improvements, and a partial street reconstruction improvement.

Project funding is yet to be determined but it is anticipated to be funded through a combination of special assessments to benefited properties, County, and private funds and possibly City and Township funds.

The project financing summary is as follows:

Item	Cost
Median Construction	\$246,000.00
Remaining Roadway Improvements (without signal & median)	\$273,000.00
Traffic Signal Installation	\$320,000.00
Engineering	\$142,000.00
Bidding, Construction Administration, Inspection, & Testing	\$142,000.00
Total Improvement Cost	\$1,123,000.00

It is the intention of White Bear Township, through this Real Property Consulting Report, to determine a preliminary opinion of benefits, if any, accruing to the nine properties located on the west side of Centerville Rd between Hwy 96 E and the north lot line of the Cub Foods property and included in City of White Bear Lake Project No. 18-16 as a result of the proposed improvements. It should be noted that the properties located on the east side of Centerville Rd and located in the City of White Bear Lake receive the majority of the benefits from this proposed project.

PURPOSE OF THE CONSULTING REPORT

The purpose of this Consulting Report is to act as a guide for White Bear Township in establishing a preliminary opinion of benefits, if any, accruing to various properties located in the City of White Bear Lake Project No. 18-16 as a result of the proposed improvements. Benefits are for roadway widening, median installation, turn lanes, a traffic signal system, storm water improvements, curb/gutter improvements, and a partial street reconstruction improvement.

COMPETENCY RULE

Prior to accepting an assignment or entering into an agreement to perform any assignment, an appraiser/consultant must properly identify the problem to be addressed and have the knowledge and experience to complete the assignment competently. The Competency Rule requires an appraiser/consultant to have both the knowledge and experience required to perform a specific appraisal/consulting service confidently.

Dahlen, Dwyer, Foley & Tinker, Inc. including Daniel E. Dwyer has prepared numerous appraisal/consulting reports on projects similar to the subject in the St. Paul/Minneapolis Metropolitan Area including White Bear Lake, Vadnais Heights, Roseville, Maplewood, and Champlin. Additionally, Daniel E. Dwyer has done all the real estate work for the City of White Bear Lake for approximately the past 25 years. Therefore, it is felt that the consultant possesses the knowledge and expertise to meet the "Competency Rule" of the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

INTENDED USE OF THE CONSULTING REPORT

To determine benefits, if any, accruing to White Bear Township properties in City of White Bear Lake Project No. 18-16. Parcels located in this project include seven parcels on the east side of Centerville Rd located in the City of White Bear Lake and nine parcels located on the west side of Centerville Rd located in White Bear Township. This report deals only with those parcels located in White Bear Township.

INTENDED USER(s) OF THE CONSULTING REPORT

This report is intended for use only by Mr. William F. Short, Clerk/Treasurer, White Bear Township. Use of this report by others is not intended by the consultant.

SCOPE OF THE ANALYSIS

The scope of this Consulting Report encompasses the required research and analysis to prepare a professional report in accordance with the purpose of the analysis and its intended use. I have identified the most significant procedures conducted in the process of collecting, confirming, and reporting the data used to prepare a preliminary analysis which meets the requirements of the client. This analysis contains those procedures I consider the most appropriate for this particular project and assignment.

The investigation included an exterior inspection of the nine properties in White Bear Township involved in the project along with interviews of White Bear Lake City Officials including Mr. Mark L. Burch, P.E., the City Engineer, Mr. Jesse Farrell, P.E., Assistant City Engineer, and Mr. Dan Holzemer of the City of White Bear Lake Engineering Department. Also interviewed was Mr. William F. Short, Clerk/Treasurer, White Bear Township.

Three key elements of the scope of work include level of inspection; the extent of the research involved in the Real Property Consulting Report; and the level of analysis. The following scope of work identifies the most significant procedures conducted in the process of collecting, confirming, and reporting the data used to prepare an Appraisal Consulting Report which meets the requirements of the intended user and the Uniform Standards. This report contains those procedures I consider the most appropriate for this particular type of appraisal consulting assignment.

The assignment commenced with a comprehensive dialog with the client about the project, assignment conditions, the date and definition of value, and the intended use and the intended users of the report. The following items were noted:

- Client: William F. Short/White Bear Township
- Property Characteristics: Various
- Assignment Conditions: “Before” and “After” White Bear Lake City Project 18-16
- Date of Inspection: March 25, 2018
- Date of Report: April 2, 2018
- Definition of Value: Market Value “Before” and “After”
- Intended Use: Act as a guide for the White Bear Township in determining benefits
- Intended User: William F. Short/White Bear Township

Once the specific property information was obtained, an appropriate scope of work was determined for this specific assignment. The following section of the report includes the disclosure of the scope of work deemed necessary and applicable for this assignment:

- An exterior inspection of all properties was made on March 25, 2018 by Daniel E. Dwyer. The effective date of this Real Property Consulting Report is April 2, 2018. The inspection included a tour of the neighborhood and the general area.
- The regional and city analyses are based on information available in Dahlen, Dwyer, Foley & Tinker, Inc. company files. The neighborhood analysis is based on a physical inspection of the area.
- The property analysis is based on an exterior inspection of each of the properties along with information provided by the City of White Bear Lake, Ramsey County Assessor’s Office, Alliant Engineering, Inc., and White Bear Township.

- Land sizes have been taken from information provided by Alliant Engineering and Ramsey County plat maps.

Information obtained which has been considered in this report includes, but is not limited to the following items:

- A “Feasibility Report” for City of White Bear Centerville Road Improvement Project dated March 22, 2018 and signed by Mr. Steve Weser, P.E. of Alliant Engineering, Inc. This report was requested and will be paid for by Mr. John Johannson of Welsh Companies/Colliers International. It was addressed to the City of White Bear Lake.
- A Tower Crossings Phase II – Traffic Impact Study Update dated October 27, 2017 and completed by Alliant Engineering, Inc. This Study Update was addressed to Mr. John Johannson of Welsh Companies/Colliers International.
- A Tower Crossings Phase II Traffic Impact Study dated December 28, 2016 and revised January 19, 2017 prepared by Alliant Engineering, Inc. for Mr. John Johannson of Welsh Companies/Colliers International.
- Conversations with Mr. Mark L. Burch, P.E. of the City of White Bear Lake
- Conversations with Mr. Jesse Farrell, P.E., Assistant City Engineer for the City of White Bear Lake
- Conversations with Mr. Dan Holzemer from the City of White Bear Lake Engineering Department
- Conversations with Ms. Anne Kane, City of White Bear Lake Planner
- Conversations with Mr. William F. Short, Clerk/Treasurer, White Bear Township
- White Bear Township zoning map and zoning description
- White Bear Township section maps
- Ramsey County plat maps
- Pertinent tax statements
- Pertinent data was collected and analyzed in order to develop appraisal consulting opinions
- Data sources include files maintained in our office, conversations with various City Engineers involved in similar projects, etc. This data is verified in some form and confirmed directly with parties involved unless extenuating circumstances do not allow such contact to be made.

The preferred way to determine benefits, if any, accruing to a property is by the “Before” and “After” method. Under this method, which is usually the simplest approach, the value of the property is estimated “before” the installation of the improvements and “after” the installation of the improvements, the difference between the two being the benefits accruing to the property. The measure of benefits, as dictated by State Law, is the comparative market values of the land “before” and “after” the installation of the improvements.

This Consulting Report has been prepared in conformity with former Standards Rule 5 of USPAP. As such it describes the method of approach, contains a statement of the data gathered in this investigation and summarizes the specific analyses in arriving at an opinion of benefits for the subject parcels. Standards Rule 5 did not dictate the form, format, or style of a Real Property Consulting Report. The form, format, and style of the report are functions of the needs of the intended user(s). The substantive content of a report determines its compliance.

CENTERVILLE ROAD IMPROVEMENT PROJECT FEASIBILITY REPORT

Your consultant has reviewed the "Feasibility Report" for the City of White Bear Lake regarding the Centerville Road Improvement Project or City Project No. 18-16. This report was prepared by Alliant Engineering, Inc. at the request of Mr. John Johannson of Welsh Companies/Colliers International and is dated March 22, 2018. The report was signed by Steve Weser, P.E.

The introduction of the report states that Division 25, LLC is proposing the development of a parcel of land in the City of White Bear Lake on the east side of Centerville Rd across from the Cub Foods store. This parcel includes the former Lande Property and portions of the City's water tower site. Phase I of the development consists of a 113-unit senior living facility developed by Oppidan Co. Phase II of the development consists of a 46,975 SF grocery store. As part of the approval process, the City required that additional improvements be made to Centerville Rd (in consultation with Ramsey County), and that the Centerville Rd/Cub Foods/Tower Crossings driveway intersection be signalized. In addition, the City again required that an access route be provided to the properties south of the site to the new signalized intersection at Cub Foods/Senior Living Driveway.

A traffic study was prepared in 2015 for Phase I of the development and included an estimate of Phase II conditions. A Phase II traffic study (1/2017) amended the Phase I study to account for updates to the plan, including an anticipated large grocery store. An addendum to the Phase II traffic study (10/2017) accounted for the change to a smaller grocery store. The traffic studies are included in the appendix of this Feasibility Report.

Growing traffic congestion at this intersection is a potential safety problem, and an area of concern for both City, County, and Township. Southbound traffic on Centerville Rd at County Rd 96 tends to back up during peak hours, disrupting traffic on Meadowlands Dr. To address these concerns, changes in lane geometry were developed in consultation with Ramsey County to improve safety and traffic flow on Centerville Rd through the Meadowlands Dr intersection. The proposed modifications prohibit northbound and southbound left turns from Centerville Rd to Meadowlands Dr, and the westbound left turn from Meadowlands Dr to Centerville Rd. Because of a lack of access options, the left turn movement from Meadowlands Dr to northbound Centerville Rd was maintained to prevent traffic cutting through the Cub Foods parking lot.

The improvements included in the proposed 2018 Centerville Rd project have been identified through the result of a traffic study and coordination with Ramsey County, who maintains and operates the roadway. The improvements are consistent with the City's Comprehensive Plan for the area. Through evaluation of these infrastructure components and input from property owners, the Engineering department is recommending these improvements to the City Council.

The report then goes on to discuss existing conditions and proposed improvements. Centerville Rd, maintained and operated by Ramsey County, is a 2-lane undivided roadway with turn lanes at the intersection of County Rd 96, Meadowlands Dr, and Cub Foods/

Tower Crossings driveway. The intersection traffic controls in the project area are:

- CSAH 96 / Centerville Rd – traffic signal
- Meadowlands Dr / Centerville Rd – stop controlled on Meadowlands Dr
- Cub Foods / Tower Crossings driveway / Centerville Rd – stop controlled on Cub Foods / Tower Crossings driveway.

The following improvements are proposed for Centerville Rd:

- The center median on Centerville Rd at CSAH 96 is being extended northward to the Cub Foods/Tower Crossings driveway.
- A continuous northbound lane is being provided from CSAH 96 to the Cub Foods/ Tower Crossings driveway.
- Because the installation of the median will prohibit westbound to southbound left turns at Meadowlands Dr, and at the Tires Plus driveway, the intersection of Cub Foods/Tower Crossings driveway will be widened to accommodate passenger vehicles making a u-turn movement to travel southbound. This intersection will be signalized and safety designed to allow for u-turns.
- A traffic signal will be installed at the intersection of Cub Foods/Tower Crossings driveway/Centerville Rd
- The Meadowlands Dr/Centerville Rd intersection will remain stop-controlled on Meadowlands Dr. However, several movements will be prohibited to improve safety and capacity, including the westbound to southbound left turn, through movements on Meadowlands Dr across Centerville Rd, and left turn movements from Centerville Rd to Meadowlands Dr.

Not mentioned in the Feasibility Report but according to the City of White Bear Lake Engineering Department several other improvements are proposed. These include storm water improvements, curb/gutter improvements on the east side of Centerville Rd, and partial street reconstruction going from Hwy 96 to the railroad tracks north of the White Bear Ridges senior living parcel.

The estimated cost for the proposed improvements total \$1,123,000. Engineering and construction administration and inspection costs will be borne directly by the developer and indirectly by the project agency partners. Engineering costs are expected to be approximately 17% of the total construction costs. Bidding services, construction administration, inspection, and materials testing costs are expected to be approximately 17% of the total construction costs. The project is anticipated to be financed through a combination of special assessments to benefited properties (according to the City's Assessment Policy), County and private funds, and possibly City and Township funds.

The City's Assessment Policy for public improvements allows for the distribution of the proposed assessments, if any, for commercial properties over a 20-year period.

The report concludes that if the improvements are to be constructed, that the street, traffic signalization, sidewalk and trails be installed as proposed. The estimated cost of the improvements including the proposed assessments is reasonable and comparable with similar improvements being constructed in other cities in the metropolitan area.

TOWER CROSSINGS PHASE II TRAFFIC IMPACT STUDY

Your consultant has reviewed the Tower Crossings Phase II Traffic Impact Study dated December 28, 2016 and revised January 19, 2017. This study was completed by Alliant Engineering, Inc.

This study discusses existing traffic conditions including:

- Centerville Rd & Meadowlands Dr (full access)
- Centerville Rd & Cub access (full access)
- CSAH 96 & Centerville Rd (traffic signal)
- CSAH 96 & I-35E west ramp (traffic signal)
- CSAH 96 & I-35E east ramp (traffic signal)

Existing traffic volumes were then studied and it was concluded that the peak hour volumes generally occur during the following time periods:

- Weekday AM peak hour: 7am to 8am
- Weekday MID peak hour: 11:45am to 12:45pm
- Weekday PM peak hour: 4:45pm to 5:45pm

The weekday AM, MID, and PM peak hours represent the peak hours for traffic analysis. Because peak hour volumes for AM and MID are much lower than those of the PM, the PM is the critical peak and is the focus of the report.

The number and locations of crashes in the study were analyzed to help identify and address safety problem concerns. Crash data is analyzed by identified problem locations or segments, crash patterns, and probable causes. Crashes are a function of exposure. Roadways with higher traffic volumes experience more crashes than similar roadways with lower volumes. Crash occurrence is somewhat random by nature. The critical crash rate, the second key factor in safety analysis, identifies those locations that have a crash rate higher than similar facilities by a statistically significant amount. The critical crash rate is calculated by adjusting the system wide average based on the amount of exposure and a statistical constant indicating level of confidence.

Crash severity quantifies how severe the crashes are at a particular location. In the crash information database maintained by MnDOT, crashes are categorized in three major categories of severity; property damage-no injuries occurred, type A, B and C injury crashes, and fatal crashes. Overall, 24 crashes were reported on the segment of Centerville Rd between CSAH 96 and the Cub Foods entrance during the 5-year study period. Ten of these involved an injury or possible injury. Both the intersection at CSAH 96 and the Cub Foods entrance are experiencing crash rates greater than the critical crash rate, which is indication that the number of crashes observed is greater than what is expected and a specific safety issue is present.

The report then goes on to discuss Build Alternative – site generated traffic, trip distribution and assignment, build condition traffic volumes, and built condition geometrics.

The report discusses signal warrant analysis, street geometry modifications, traffic operations analysis, and future traffic operations analysis.

The traffic operations analysis evaluated existing 2015 conditions and future Year 2022 conditions to document potential site related traffic impacts. The following summarize the results of the traffic impact study and present recommendations.

- The proposed improvements on CSAH 96 and optimized signal timing result in better operations at both ramp intersections and at Centerville Rd. Because of the improved operations on Centerville Rd, the operations at Meadowlands Dr also improved because the intersection is less frequently blocked by traffic backups from CSAH 96.
- The proposed site is anticipated to generate 705 driveway trips in the PM peak hour, and 7,647 driveway trips on a daily basis.
- The analysis assumes that the northbound auxiliary lane on Centerville Rd will be extended to the proposed development's access point. Extending the auxiliary lane will provide additional capacity and allows for safer right turn movements.
- Both ramps continue to operate at LOS D or better, and are unaffected by the addition of site traffic.
- The CSAH 96/Centerville Rd intersection currently operates at LOS E. The CSAH 96 improvement project improves operations to LOS D. The addition of the proposed site traffic does not change this LOS in the near future. It is expected to operate at LOS D in Year 2022.
- A signal is warranted at the intersection of Centerville Rd and the Cub Foods/new development intersection based on existing volumes and the addition of the proposed development.
- Converting the Centerville/Meadowlands Dr intersection to a right-in/right-out significantly improves the traffic operations and safety for the intersection of the corridor.
- The prohibited movements at meadowlands can be accommodated by the supporting road network as shown in this study.

Parcel ID #	16-30-22-34-0031
Fee Owner:	JMK Limited Partnership
Zoning:	B-2 or General Business
Parcel Size:	9.505 acres or 414,038 SF
Date Built:	1993
AMV:	Land \$2,984,000 IMPR <u>\$5,795,800</u> Total \$8,779,800
Taxes:	\$307,464.00
Special Assessments Included:	\$2,311.78

Comments:

This is a Cub Foods store constructed in 1993 and having a GBA of 75,206 SF. Ingress/egress is from Meadowlands Dr (2 access points) along the southerly lot line and from the northeasterly corner of the property on the west side of Centerville Rd (1 access point). Parking is mostly on the easterly side of the parcel just off Centerville Rd.

METHOD OF SPECIAL BENEFIT ANALYSIS

The preferred way to determine benefits, if any, accruing to a property is by the "Before" and "After" method. Under this method, which is usually the simplest approach, the value of the property is estimated before the installation of the improvements and after the installation of the improvements, the difference between the two being the special benefits accruing to the property. The measure of benefits as dictated by State Law is the comparative market values of the property "before" and "after" the installation of the improvements.

It should be noted that the improvements on the land are concluded to have the same value contributions to the total property value in both the "before" and "after" situations. Consequently, the special benefit value from the proposed improvements can be reliably derived from the value of the land only by processing the Sales Comparison Approach.

This approach was applied in valuing the subject land parcels and involves a comparison of recently sold land parcels similar to the subject properties in the "before" and "after" situations. The sale prices were analyzed and adjustments made for value-related differences relative to the subject land parcels. The result of the analysis and adjustments indicates a range of value for the subject land. The strengths and weaknesses of each comparable sale and its value indication are evaluated before arriving at a value opinion for the subject parcels.

As part of the approval process for the Lunds & Byerlys store the City of White Bear Lake required that additional improvements be made to Centerville Rd (in consultation with Ramsey County) and that the Centerville Rd/Cub Foods/Tower Crossings driveway intersection be signalized. In addition, the City again required that an access route be provided to the properties south of the site to the new signalized intersection at Cub Foods/senior living driveway.

Growing traffic congestion at this intersection is a potential safety problem, and an area of concern for the City, County, and Township. Southbound traffic on Centerville Rd at County Rd 96 tends to back-up during peak hours disrupting traffic on Meadowlands Dr. To address these concerns, changes in lane geometry were developed in consultation with Ramsey County to improve safety and traffic flow on Centerville Rd through the Meadowlands Dr intersection. The proposed modifications prohibit northbound and southbound left turns from Centerville Rd to Meadowlands Dr, and the westbound left turn from Meadowlands Dr to Centerville Rd. Because of a lack of access options, the left turn movement from Meadowlands Dr to northbound Centerville Rd was maintained to prevent traffic cutting through the Cub Foods parking lot.

The improvements included in the proposed 2018 Centerville Road Improvement Project have been identified through the result of a traffic study in coordination with Ramsey County who maintains and operates the roadway. The improvements are consistent with the City's Comprehensive Plan for the area. Through evaluation of these infrastructure components and input from property owners, the City's Engineering Department is

recommended these improvements to the City Council.

The following improvements to Centerville Rd are proposed to be implemented:

- **Center Median** – The center median on Centerville Rd at CSAH 96 is being extended northward to the Cub Foods / Tower Crossings Driveway. The median will provide additional capacity and improve safety by prohibiting some traffic movements along the corridor. The median will be opened at Meadowlands Dr to provide access for eastbound-northbound vehicles. Ramsey County requested that this opening be provided to address concerns of the property owner to the west. Because of lack of access alternatives, vehicles would likely cut through the Cub Foods parking lot if this movement was prohibited at Meadowlands Dr.
- **Northbound Auxiliary Lane** – A continuous northbound lane is being provided from CSAH 96 to the Cub Foods / Tower Crossings Driveway. The purpose of this lane is to provide additional capacity, and to provide a lane for right turning vehicles at Meadowlands Drive, Tires Plus, and the Cub Foods / Tower Crossings Driveway.
- **Widening for U-Turn at Cub Foods / Tower Crossings Driveway** – Because the installation of the median will prohibit westbound to southbound left turns at Meadowlands Drive, and at the Tires Plus driveway, the intersection of Cub Foods / Tower Crossings Driveway will be widened to accommodate passenger vehicles making a u-turn movement to travel southbound. This intersection will be signalized and safely designed to allow for u-turns. Center median of the total cost is very reasonable and at the very low end of assessments for alley improvements.
- **Traffic Signal at Cub Foods /Tower Crossings Driveway / Centerville Rd** – A traffic signal will be installed at this intersection. The intersection will provide safe access on to Centerville Rd from both the east and west driveways. This traffic signal will also provide access to southbound Centerville for properties on the east side, via an access road through the properties, or via a u-turn movement at the intersection.
- **Restricted Movements at Meadowlands Dr / Centerville Rd** – The intersection will remain stop-controlled on Meadowlands Dr. However, several movements will be prohibited to improve safety and capacity, including the westbound to southbound left turn, through movements on Meadowlands Dr across Centerville Rd, and left turn movements from Centerville to Meadowlands Dr.

According to the City of White Bear Lake Engineering Department there will be several other improvements included in the proposed project. These improvements include storm water improvements, curb/gutter on the east side of Centerville Rd, and partial street reconstruction from Hwy 96 north to the railroad tracks.

LAND SALES “BEFORE” AND “AFTER”

Land sales used in this report are listed on the following pages. Additional information about these sales is retained in the consultant’s office files as well as notes and other supporting information pertaining to the processing of the Direct Sales Comparison Approach for various types of properties in both the “before” and “after” analysis. As White Bear Township is close to 100% developed the search for sales included not only White Bear Township and the City of White Bear Lake, but other communities felt to be competitive. Following are the sales.

BENEFIT GRAPHIC

PROPERTY ID # USE	LAND SIZE AC / SF	MARKET VALUE OF LAND \$/SF	TOTAL MARKET VALUE OF LAND "BEFORE"	TOTAL MARKET VALUE OF LAND "AFTER"	<u>BENEFIT %</u> <u>BENEFIT \$</u>
<u>#16-30-22-34-0031</u> Cub Foods	9.505 / 414,038	\$8.00	\$3,312,500	\$3,478,000	<u>5%</u> \$165,500
<u>#16-30-22-34-0028</u> Meadowlands Shoppes	2.98 / 129,809	\$10.00	\$1,298,000	\$1,299,000+	No measurable benefits
<u>#16-30-22-34-0026</u> Kindercare Learning Center	0.89 / 36,768	\$15.00	\$551,500	\$551,500	No measurable benefits
<u>#16-30-22-34-0024</u> Valvoline Instant Oil Change	0.40 / 17,380	\$17.50	\$304,000	\$304,000	No measurable benefits
<u>#16-30-22-34-0025</u> Applebee's Grill & Bar	1.57 / 68,139	\$12.25	\$834,500	\$834,500	No measurable benefits
<u>#16-30-22-34-0008</u> Arby's Restaurant	1.015 / 44,213	\$15.00	\$663,000	\$663,000	No measurable benefits
<u>#16-30-22-34-0029</u> Auto Zone	1.015 / 44,213	\$15.00	\$663,000	\$663,000	No measurable benefits
<u>#16-30-22-34-0003</u> Flagship Bank	0.967 / 42,123	\$12.00	\$505,500	\$505,500	No measurable benefits
<u>#16-30-22-34-0030</u> White Bear Twp Ponding Area	1.1614 / 50,591	N/A	N/A	N/A	No measurable benefits

ANALYSIS OF SPECIAL BENEFITS

As an aid in determining the special benefits accruing to various properties as a result of City Project No. 18-16, the following items were completed: an exterior inspection of all the properties involved; a review of pertinent information contained in Ramsey County Courthouse records regarding parcels involved in this analysis; a review of recent public improvement projects in the immediate, general, and competitive areas along with assessment levels; a review of market data in the general and competitive areas regarding improved and unimproved land sales; an analysis of land sales in the “before” and “after” situations; and interviews with commercial brokers working in the immediate and competitive areas.

Based upon an analysis of land sales in the “before” and “after” situations it was found that land parcels in the “after” situation sold for anywhere from 2.5% to over 10% more than land parcels in the “before” situation. This was also verified by commercial brokers working in the immediate and competitive areas. The percentage depends on several items including location, lot size, zoning, amenities, etc. Commercial brokers interviewed agreed that above average infrastructure including traffic signals and medians definitely increase the value of a site.

Of the nine properties located in White Bear Township your Consultant has found benefits to only one of these properties, the Cub Foods property. It should be noted that the Cub Foods property has the most frontage on Centerville Rd of any property in either the City of White Bear Lake or White Bear Township. Frontage is just under 600 SF. Your Consultant was unable to find any measurable benefits to the remaining eight properties as they were all served by adequate infrastructure and, in my opinion, do not receive any measurable benefits as a result of City of White Bear Lake Project No. 18-16. Benefits to the Cub Foods property are attributable to the following improvements:

- Center median
- Northbound auxiliary lane
- Widening for u-turn at Cub Foods/Tower Crossings driveway
- Traffic signal at Cub Foods/Tower Crossings driveway/Centerville Rd
- Restricted movements at Meadowlands Dr/Centerville Rd
- Partial street reconstruction which includes mill & overlay areas
- Improves roadway safety conditions – reduced crash rates
- Reduces traffic delay and congestion having a positive economic effect on the market area
- Improves appearance of transportation corridors and increasing the area available for landscaping which can help attract investment and enhance the image of an area
- Provides property owners and customers with safe access to roadways.

The properties that benefit the most from these improvements are the City of White Bear Lake parcels located on the east side of Centerville Rd along with the White Bear Township Cub foods parcel located on the west side of Centerville Rd.

The Cub Foods parcel benefits by approximately 5% which indicates an increase in the land value from the “before” situation to the “after” situation. No measurable benefits could be found for the remaining White Bear Township parcels. Other than the Cub Foods parcel the remaining White Bear Township are all more than adequately served by infrastructure including Meadowlands Dr, Allendale Dr, and Birch Bend Ln. The majority of these Township parcels also backup to Hwy 96 E.

The proposed improvements provide a better infrastructure, safer access, and should reduce accident rates along with crash severity for the Cub Foods property. A traffic signal is warranted at the intersection of Centerville Rd and the Cub Foods/Tower Crossings driveway based on existing volumes and the addition of the proposed development. Converting the Centerville Rd/Meadowlands Dr intersection to a right-in/right-out significantly improves the traffic operations and safety for the intersection and the corridor.

As a check in substantiating benefits, several St. Paul/Minneapolis suburbs were surveyed with city engineers or city planners interviewed in order to determine typical assessments that commercial property owners find acceptable and are willing to pay on typical sites for various improvements. The final value conclusions contained herein are based on a reconciliation of the above approaches, market forces, and other variables mentioned in this report.

It should be noted that typically commercial properties are assessed at 100% of the actual costs incurred for storm water improvements, new or spot repair of curb & gutter, partial street reconstruction, and mill & overlay. Most municipalities assess storm water improvements on a cumulative basis not to exceed a certain amount. The average assessment for those municipalities surveyed was \$0.24/SF for commercial/industrial/multi-family properties.

SPECIAL BENEFIT SUMMARY AND CONCLUSIONS

Special assessments are one of the ways a local government, such as White Bear Township and the City of White Bear Lake, may collect money to pay for local improvements. A special assessment is a charge imposed on real property to help pay for a local improvement that benefits the property. The State constitution allows the legislature to authorize local governments to use special assessments to help pay for local improvements based on the benefit the improvement gives the property.

The legislature has long authorized local governments to levy special assessments to pay for specified local improvements. Since 1953, that authority has been primarily found in Minnesota Statutes, Chapter 429. Chapter 429 authorizes cities, towns, urban towns, and counties to make specific improvements and to levy special assessments to help pay for these improvements.

The assessment amount charged to the property cannot exceed the amount by which the property benefits from the improvement, as measured by the increase in the market value of the land due to the improvement. The assessment must be uniformly applied to the same class of property. A local improvement may benefit properties that are not abutting the improvement and those benefitted properties also may be assessed.

The Minnesota Supreme Court has established guidelines for special assessments. These guidelines are:

- The land must receive a benefit from the improvements being constructed.
- The assessment must be uniform upon the same class of property.
- The assessment must not exceed the special benefit. The special benefit is measured by the increase in the market value of the land owing to the improvement.

The preferred way to determine benefits, if any, accruing to a land parcel is by the “before” and “after” method. Under this method, which is usually the simplest approach, the value of the land is estimated “before” the improvement and “after” the improvement, the difference between the two being the benefits accruing to the land as a result of the improvement. The measure of benefits as dictated by State law is a comparative market value of land “before” and “after” the improvement project.

It is assumed that the White Bear Township Assessment Policy for public improvements allows for the distribution of proposed assessments for commercial/industrial/townhome/condo/apartment properties over at least a 15-20 year period due to the higher costs. It is also assumed that the City/Township will negotiate the best interest rate possible under economic conditions existing at the time. The cost effectiveness of this project is reflective of the final cost of assessments to property owners. The proposed improvements are feasible from an engineering standpoint, necessary, and cost effective if constructed under a single project as proposed. The estimated cost of these improvements including the proposed assessments is reasonable and, for the most part, lower than comparable projects with similar improvements being constructed in other cities in the metropolitan area.

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON MAY 7, 2018

Pursuant to due call and notice thereof, a Regular meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on May 7, 2018 at 7:00 p.m.

The following members were present: Kermes, Prudhon, Ruzek; and the following voted against the same: None.

Supervisor Prudhon introduced the following Resolution and moved its adoption:

**RESOLUTION ORDERING IMPROVEMENT
2018-3**

WHEREAS, pursuant to a Resolution of the Town Board adopted April 2, 2018, the Board selected a date for hearing on the improvements to Centerville Road including street re-construction and appurtenances thereto on Centerville Road located in Section 16, Township 22, Range 30, all in Ramsey County, Minnesota,

AND WHEREAS, ten days' notice of hearing through two weekly publications and mailing of the required notice was given, and the hearing was held on May 7, 2018, at which hearing all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. That the Town Board deems it necessary, cost effective and expedient that the City of White Bear Lake construct the improvements to Centerville Road including street re-construction and appurtenances thereto on Centerville Road located in Section 16, Township 22, Range 30, all in Ramsey County, Minnesota, in accordance with the preliminary plans and report prepared by the consulting engineers.
2. That the Board has advised the City of White Bear Lake that the proposed improvements to Centerville Road in the area described above are feasible and should best be made as proposed.

3. That said Improvement is hereby ordered at an estimated cost of \$75,000.00, contingent upon execution of the Joint Powers Agreement with the City of White Bear Lake.

4. That said improvement is hereby designated as Improvement 2018-3.

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

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 Regular meeting of the Town Board of the said Town held on the 7th day of May, 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 Improvement 2018-3.

WITNESS my hand as such Clerk and the Town Clerk's Seal this 7th day of May, 2018.

WILLIAM F. SHORT, Clerk-Treasurer

RESOLUTION NO.: 12216

**RESOLUTION ORDERING IMPROVEMENTS, AND
APPROVING PLANS AND SPECIFICATIONS FOR
THE CENTERVILLE ROAD IMPROVEMENT PROJECT**

CITY PROJECT NO. 18-16

WHEREAS, a resolution of the City Council, adopted on the 27th day of March, 2018, fixed a date for a Council hearing on the proposed improvements of the Centerville Road Improvement; and

WHEREAS, ten days mailed notice and published notice of the hearing was given, and the hearing was held thereon on the 24th day of April, 2018, and all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, Alliant Engineering, Inc. has prepared plans and specifications for utility, street, curb and gutter and traffic signal improvements for **Centerville Road** (from County Road 96 to the Cub Foods/water tower driveway).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, Minnesota that:

1. Said improvements are hereby ordered as proposed.
2. The City Engineer is hereby designated as the Engineer for these improvements with plans and specifications prepared by Alliant Engineering, Inc. for the making of such improvements.
3. Such plans and specifications are hereby approved.
4. Bids will be received by the Public Works Director/City Engineer until 11:00 A.M. on Friday, April 27, 2018, at which time they will be publicly opened in the City Hall by the City Engineer and City Clerk, will then be tabulated and will be considered by the City Council at 7:00 P.M. on Tuesday, May 8, 2018.

The foregoing resolution offered by Councilmember **Jones**, and supported by Councilmember **Walsh**, was declared carried on the following vote:

Ayes: Biehn, Edberg, Engstran, Jones, Walsh
Nays: None
Passed: April 24, 2018

Jo Emerson, Mayor

ATTEST:

Kara Coustry, City Clerk



City of White Bear Lake
City Engineer's Office

MEMORANDUM

To: Ellen Richter, City Manager

From: Mark Burch, Public Works Director/City Engineer

Date: April 20, 2018

Subject: **Public Hearing on the Centerville Road Street and Traffic Signal Improvements**

BACKGROUND / SUMMARY

The City of White Bear Lake, in cooperation with Ramsey County and White Bear Township, is working toward constructing improvements to Centerville Road from County Road 96 north to the Cub Foods/water tower drive intersection. The improvements include median modifications, lane widening and installation of a traffic control signal at the Cub Foods/water tower drive intersection. The improvements are intended to improve the safety and efficiency of traffic traveling on Centerville Road to the commercial and residential properties along Centerville Road.

The City of White Bear Lake has committed to being the lead agency on this project to facilitate the fast track schedule proposed by the developer of the commercial property south of the water tower site (Lunds/Byerlys Grocery Store). The project involves improvements to Centerville Road, a Ramsey County roadway, with proposed agreements from the City and Township to assist with funding a portion of the project cost through assessments to benefiting property owners. The total project cost will be shared between Ramsey County, White Bear Township and City of White Bear Lake (through assessments to the benefiting properties) and the developer. The developer has agreed to provide a full financial guarantee to ensure that the project moves forward if the cost-sharing agreements are not ready at the time a construction contract is presented to Council for approval. A financial guarantee agreement would be presented to the City Council before a contract is recommended for approval.

As the lead agency in the Centerville Road Improvement Project, the City has ordered the project advertised for bids and has ordered a public improvement hearing to be held at its April 24, 2018 meeting. Notice of the Public Hearing has been published in the White Bear Press and notices mailed to all property owners who would be affected by special assessments for these improvements. Property owners from White Bear Township who may be affected by special assessments for this project have also been notified by the Township of the hearing so that they can attend to learn about the project as well. White Bear Township will also be conducting a public hearing for their property owners in May. All of the property owners notified of the public hearing were also invited to a public informational meeting, which was held on Wednesday, April 4th at White Bear Lake City Hall.

A benefit appraisal was prepared by the City's appraisal consultant Dahlen, Dwyer, Foley & Tinker, Inc.. The City has the authority to assess benefitting properties up to, but may not exceed the amounts defined assigned in the appraiser's report. The benefit appraisal is included with this memo and includes benefit assigned to the City-owned water tower site.

At the public hearing on April 24th, a report on the proposed improvements will be presented by Alliant Engineering who is acting as the consulting engineer on this project. The City staff and Alliant engineers will be available for discussion with the City Council and members of the public present at the hearing.

A resolution has been prepared for Council consideration following the public hearing which would officially order the project. The Council has previously ordered the project advertised for bids to keep the project in motion while the appraisal report was completed and the various interagency and developer agreements are drafted. The bids for this project are scheduled to be opened on April 27th and will be presented to the City Council for consideration as soon as all the necessary agreements are finalized which would allow the Council to enter into a contract for the work.

RECOMMENDED COUNCIL ACTION

Our recommendation is that the City Council conduct a public hearing on the proposed improvements and order the Centerville Road Street and Traffic Signal Improvement Project.

ATTACHMENTS

Resolution

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON MAY 7, 2018

Pursuant to due call and notice thereof, a Regular meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on May 7, 2018 at 7:00 p.m.

The following members were present: Kermes, Prudhon, Ruzek; and the following voted against the same: None.

Supervisor Prudhon introduced the following Resolution and moved its adoption:

**RESOLUTION DECLARING OFFICIAL
INTENT TO REIMBURSE EXPENDITURES**

WHEREAS, Federal regulations relating to tax-exempt bonds treat bond proceeds used to reimburse prior expenditures as expended only if certain requirements are met, including as to some expenditures, the requirement of declaring an official intent to reimburse,

AND WHEREAS, expenditures to be reimbursed have been paid and will continue to be paid by the Town of White Bear for various improvement projects initiated under Minnesota Statutes, Chapter 429, prior to the issuance of bonds to finance such improvements,

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

That the Town hereby declares its intent to reimburse expenditures for the improvement project listed below:

Project Name	Reimbursement Amount
Improvement 2018-3 – Centerville Road Improvements	\$ 100,000.00

with proceeds of the bonds to be used by the Town in the maximum expected principal amount of \$100,000.00.



**Town Board Meeting
May 7, 2018**

Agenda Number: 7B – New Business

**Subject: White Bear Lake Conservation District Board
Members – Bryan DeSmet & Diane Longville
Presentation**

Documentation: None

Action / Motion for Consideration:

Presentation by Bryan & Diane / Discussion



**Town Board Meeting
May 7, 2018**

Agenda Number: 7C – New Business

Town Planner Item:

**Subject: Institution Community Work Crew (ICWC) Contract –
Approve Renewal of Contract**

**Documentation: Proposed Contracts – 1 or 2 Year
Staff Memo**

Action / Motion for Consideration:

Town Planner Report at Meeting / Discussion

Based on Staff Review & Recommendation:

1) **Option 1:**

Approve Renewal of Contract From October 21, 2018 through
October 20, 2019

Option 2:

Approve Renewal of Contract from October 21, 2018 through
October 20, 2020

2) Authorize Execution by Town Board Chair & Town Clerk

** Current contract runs through October 20, 2018.

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5B) Approve Renewal of Contract with Institution Community Work Crew (ICWC) Through October 20, 2018 & Authorize Execution by the Town Board & Town Clerk; Prudhon seconded. Ayes all.

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew ("State"), and White Bear Township, 1281 Hammond Road White Bear Township, MN 55110 (Purchaser").

Recitals

1. Under Minn. Stat. §241.278 the State is empowered to enter into income contracts.
2. The Purchaser is in need of an Institution Community Work Crew (ICWC).
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 **Effective date:** October 21, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** October 20, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State's Duties

The State will:

- 2.1 Provide crew leader(s) who will supervise up to ten (10) offender crewmembers per ten (10) hour days of work on dates mutually agreed between parties, including the hour's crew leaders spend for daily preparation and communication.
- 2.2 In coordination with the Purchaser, train each work crew in safety principles and techniques set forth by the Purchaser and applicable federal, state and local agency requirements. Purchaser agrees that the State has the responsibility and authority to refuse selected projects if it considers the projects beyond the skill level of the crewmembers and/or unsafe to perform.
- 2.3 Provide required personal safety equipment and clothing needed for specific work.
- 2.4 Screen projects to ensure that appropriate staff are assigned.

3 Purchaser's Duties

The Purchaser will

- 3.1 Obtain all necessary permits or licenses or special authority for all projects that utilize ICWC labor.
- 3.2 Assign all work and coordinate material purchases and delivery through the ICWC crew leader for projects to be performed by the State.
- 3.3 Hire any subcontractors utilized in the project.
- 3.4 Provide utilities at the work site and set up accounts for the purchase of materials and rental of specialized tools or equipment needed for the work.
- 3.5 Meet with the State as necessary to provide project information needed by the State in the performance of its' duties.

4 Payment

- 4.1 The Purchaser agrees to pay Four hundred seventy-five dollars and 00/100 (\$475.00) per day worked (Monday-Thursday) and Seventy-five dollars and 00/100 (\$75.00) for each overtime hour worked (Friday-Sunday) by the ICWC crew, as its share of the cost of providing a crew leader and placing the work crew into service on the ICWC program during the term of this agreement. Payment will be made no later than the 23rd day following the last day of the billing period.

5 Authorized Representatives

The State's Authorized Representative is Scott Miller, ICWC Supervisor or his successor.

The Purchaser's Authorized Representative is Tom Riedesel, Township Planner, or his successor.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7 Amendments, Waiver, and Contract Complete

7.1 *Amendments.* Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.2 *Waiver.* If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

7.3 *Contract Complete.* This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8 Government Data Practices

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser must immediately notify the State. The State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

9 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

10 Audit

Under Minn. Stat. Section 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

11 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. PURCHASER

The Purchaser certifies that the appropriate person(s) have executed the contract on behalf of the Purchaser as required by applicable articles, bylaws, resolutions, or ordinances.

By
Title
Date

By
Title
Date

2. STATE AGENCY

With delegated authority

By
Title
Date

3. Commissioner of Administration

As delegated to Materials Management Division

By
Date

Distribution
DOC Financial Services Unit – Original (fully executed) contract
Purchaser
State’s Authorized Representative
Budget Officer of Authorized Representative
Department of Administration – Materials Management Division

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew ("State"), and White Bear Township, 1281 Hammond Road White Bear Township, MN 55110 (Purchaser").

Recitals

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Contract

1 Term of Contract

- 1.1 **Effective date:** October 21, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
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2 State's Duties

The State will:

- 2.1 Provide crew leader(s) who will supervise up to ten (10) offender crewmembers per ten (10) hour days of work on dates mutually agreed between parties, including the hour's crew leaders spend for daily preparation and communication.
- 2.2 In coordination with the Purchaser, train each work crew in safety principles and techniques set forth by the Purchaser and applicable federal, state and local agency requirements. Purchaser agrees that the State has the responsibility and authority to refuse selected projects if it considers the projects beyond the skill level of the crewmembers and/or unsafe to perform.
- 2.3 Provide required personal safety equipment and clothing needed for specific work.
- 2.4 Screen projects to ensure that appropriate staff are assigned.

3 Purchaser's Duties

The Purchaser will

- 3.1 Obtain all necessary permits or licenses or special authority for all projects that utilize ICWC labor.
- 3.2 Assign all work and coordinate material purchases and delivery through the ICWC crew leader for projects to be performed by the State.
- 3.3 Hire any subcontractors utilized in the project.
- 3.4 Provide utilities at the work site and set up accounts for the purchase of materials and rental of specialized tools or equipment needed for the work.
- 3.5 Meet with the State as necessary to provide project information needed by the State in the performance of its' duties.

4 Payment

- 4.1 The Purchaser agrees to pay Four hundred seventy-five dollars and 00/100 (\$475.00) per day worked (Monday-Thursday) and Seventy-five dollars and 00/100 (\$75.00) for each overtime hour worked (Friday-Sunday) by the ICWC crew, as its share of the cost of providing a crew leader and placing the work crew into service on the ICWC program during the term of this agreement. Payment will be made no later than the 23rd day following the last day of the billing period.

5 Authorized Representatives

The State's Authorized Representative is Scott Miller, ICWC Supervisor or his successor.

The Purchaser's Authorized Representative is Tom Riedesel, Township Planner, or his successor.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7 Amendments, Waiver, and Contract Complete

7.1 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.2 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

7.3 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8 Government Data Practices

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser must immediately notify the State. The State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

9 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

10 Audit

Under Minn. Stat. Section 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

11 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. PURCHASER

The Purchaser certifies that the appropriate person(s) have executed the contract on behalf of the Purchaser as required by applicable articles, bylaws, resolutions, or ordinances.

By
Title
Date

By
Title
Date

2. STATE AGENCY

With delegated authority

By
Title
Date

3. Commissioner of Administration

As delegated to Materials Management Division

By
Date

Distribution
DOC Financial Services Unit – Original (fully executed) contract
Purchaser
State’s Authorized Representative
Budget Officer of Authorized Representative
Department of Administration – Materials Management Division

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: MAY 3, 2018

SUBJECT: ICWC CONTRACT

I have reviewed the proposed contracts and the only change from the current contract are the dates.

PSW/s



**Town Board Meeting
May 7, 2018**

Agenda Number: 7D – New Business

Town Planner Item:

Subject: Comprehensive Plan Extension - Approve Resolution Requesting Submission Extension

Documentation: 2040 Comp Plan Extension Request w/attachments / Resolution

Action / Motion for Consideration:

Town Planner Report at Meeting / Discussion

Based on Staff Review & Recommendation Authorize Submission of the Extension Request & Adopt a Resolution Requesting Additional Time Within Which to Complete Comprehensive Plan “Decennial” Review Obligations

Prudhon – Moved

Ruzek – Second

2040 COMP PLAN EXTENSION REQUEST

LOCAL PLANNING
HANDBOOK

Please send your completed request form and accompanying Resolution via email or mail to the Reviews Coordinator at the Metropolitan Council by **May 31, 2018**. Your responses to the following questions will provide the Metropolitan Council with information needed to review your extension request.

1. Please provide the following information:

Community Name	White Bear Township
Contact Person	Tom Riedesel, Township Planner
Request Date	May 8, 2018
Phone Number	651.747.2761
Email Address	tom.riedesel@whitebeartownship.org

2. **PLANNING PROCESS TIMELINE:** Please provide the target dates for each step of the planning process identified below. If you have already completed a step, indicate "completed" with the date in the table.

Process Step	Target Date
Completion of draft plan text and mapping	July 13, 2018
Initiation of 6-month review/comment period by adjacent jurisdictions, affected special districts, and school districts	August 7, 2018
Public hearing date	February 28, 2018 2019
City Council / Town Board / County Board action	March 19, 2018 2019
Date of plan submission to the Metropolitan Council	March 20, 2018 2019
Completion of fiscal devises and official controls review/amendment	

3. **PLANNING ISSUES:** Please identify the issue(s) below that are contributing to the need for the requested extension.

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Staff workload <input type="checkbox"/> Contract planner delays <input type="checkbox"/> Issues affecting adjacent communities <input type="checkbox"/> Data/mapping/GIS <input type="checkbox"/> Area development or redevelopment plan(s) in process <input type="checkbox"/> Planning Commission/City Council/Board member concerns <input checked="" type="checkbox"/> Population, household, employment forecast issues <input type="checkbox"/> Sewer flow forecast issues <input type="checkbox"/> MUSA/Growth staging plan <input type="checkbox"/> Public participation process <input type="checkbox"/> Density policy issues | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Community Designation considerations <input type="checkbox"/> Development of plan components: <ul style="list-style-type: none"> <input type="checkbox"/> Existing Land Use <input type="checkbox"/> Future Land Use <input type="checkbox"/> Housing <input checked="" type="checkbox"/> Surface Water Management <input checked="" type="checkbox"/> Transportation <input checked="" type="checkbox"/> Wastewater <input type="checkbox"/> Parks and Trails <input checked="" type="checkbox"/> Water Supply <input type="checkbox"/> Implementation <input type="checkbox"/> Mississippi River Corridor Critical Area (MRCCA) <input type="checkbox"/> Other _____ |
|--|---|

4. Mark all that apply to your community.

- Planning Grant recipient
- Mapping Services requested

5. **ADDITIONAL INFORMATION:** Please provide explanation of the planning issues checked on the previous page. Include a realistic appraisal of your community's ability to submit your updated plan for review by indicated deadline, as well as the subsequent review/amendment of fiscal devices and official controls.

Consulting Staff are working with the Township and the Metropolitan Council to finalize projections for households and population. Once those are established, the projections will be used for TAZ analysis, Wastewater, and Water Supply. Additionally, Township engineers are working with the Watershed District to complete a surface water management plan which will have a draft document in July, 2018.

Please contact your Sector Representative if you need any assistance.

February 2018

**LOCAL PLANNING
HANDBOOK**

Metropolitan Council
390 Robert Street North
Saint Paul, MN 55101

metro council.org

Main: 651.602.1000
TTY: 651.291.0904
Public Information: 651.602.1500
public.info@metc.state.mn.us





MEMORANDUM

TO: Town Board
FROM: Laura Chamberlain, Planning Consultant, HKGi
DATE: April 30, 2018
RE: Comprehensive Plan Update & Extension Request

Although there had been some delays due to discussions about density requirements and changes from the 2030 Plan, the Township's Comprehensive Plan is moving forward. The consultant team has worked out a preliminary timeline for the rest of the Comprehensive Plan, shown below. As it stands, the Township is not able to distribute a draft for adjacent jurisdictional review (a required six-months) in time to meet the December 31st, 2018 final submittal deadline. As such, the Township needs to formally request an extension for the Comprehensive Plan submittal from the Metropolitan Council. The Extension Request requires a resolution by the Town Board and an application form (see attached).

Below is an updated schedule, indicating key dates coming up until submittal to the Metropolitan Council:

Monday, May 7 th	Town Board gives direction on density of PUD site; Town Board to approve resolution requesting an extension of submittal to the Metropolitan Council to submit after December 31, 2018
Week of May 7 th	Planning Staff meet with Metropolitan Council Sector Representative to talk through new projections based off density of PUD
Week of May 14 th	New projections sent to TAZ (traffic analysis zone) modelling staff at Metropolitan Council to develop forecasted traffic volume for 2040 (anticipated modelling time: 6 weeks)
June	Planning staff will work with Engineering staff to finalize all elements for Water Resources chapter; Planning staff will also incorporate any staff, planning commission, or Town Board comments into the draft document
Week of July 9 th	Put TAZ model results and any remaining elements into the plan for a final draft
Thursday, July 26 th	Planning Commission reviews a complete draft

Monday, August 6 th	Town Board reviews complete draft and approves for adjacent jurisdictional review
Tuesday, August 7 th	Adjacent Jurisdictional review begins (six months)
Thursday, February 7 th	Adjacent Jurisdictional review ends
Thursday, February 28 th	Planning Commission holds a public hearing regarding the final draft of the Comprehensive Plan
Monday, March 4 th or Monday, March 19 th	Town Board approves final draft of Comprehensive Plan for submittal to the Metropolitan Council (via resolution)
Tuesday, March 20 th	Submit the Comprehensive Plan to the Metropolitan Council

Attachments:

- A. Resolution No. 2018-XX: Resolution Requesting Additional Time Within Which To Complete Comprehensive Plan "Decennial" Review Obligations
- B. 2040 Comp Plan Extension Request Form

MEMORANDUM

TO: Town Board
FROM: Laura Chamberlain, Planning Consultant, HKGi
DATE: May 7, 2018
RE: Comprehensive Plan Land Use Update

The planning team and Township staff have been working with the Metropolitan Council to finalize projections for households and population for 2020, 2030, and 2040 for White Bear Township.

In order to accurately calculate these projections, we must first analyze what the future land uses can yield for households and population. The planning team is preparing a draft of an appendix which will be submitted with the Comprehensive Plan which spells out all of the land use change, and how those elements meet Metropolitan Council requirements.

The most challenging requirement so far has been the designation change of the Community to a "Suburban" designation. With the new "Suburban" designation, new development and redevelopment needs to at an average of **five units/acre**. For the 2030 plan, the Township had a standard of average of three units/acre, under the designation "Developed Area". After discussion with the Metropolitan Council, the only areas that need to meet five units/acre are those parcels that have a new or changed land use designation, or those that are anticipated to not develop until after the timeline of the 2030 Comprehensive Plan (as that plan was already approved by the Metropolitan Council).

As will be shown in the appendix, there are three major categories of developable residential land uses:

- » There are 51 **vacant platted lots** that are designated as Residential – Low Density. Because they are already platted, these are considered "developed" (they are not going to subdivide further) so their numbers contribute to the overall housing projections. These numbers will not contribute to the new developable land for 2040, so they will not contribute to the average density calculation of 5.0 units/acre
- » There are approximately 52.75 net acres of **vacant or underdeveloped** land that has an FLU of **Low Density Residential**. All 52.75 acres (across 4 areas of the Township) have received interest for development in the last decade. They are likely to be developed by 2030, and are still in compliance with the 2030 plans. As such, their density will not be considered towards the 2040 Community Designation average density calculation of 5.0 units/acre
- » The remaining developable residential land use is the **Residential – PUD** designation. This is the only area where the planning team proposed to have a slight land use change from the

2030 plan. Those changes will be discussed below and **require input from the Planning Commission and the Town Board in order to proceed.**

As far as residential land uses, the Residential – PUD is the only designation that was highlighted to change from the 2030 Plan to the 2040 Plan. The changes are not significant, but are needed in order to meet new standards from the Metropolitan Council.

For reference, there is one parcel with Residential – PUD designation: 5300 Centerville Road on the west side of the town. The parcel is approximately 17.9 total acres, with 13.5 net developable acres (the rest being wetlands). The Residential – PUD designation was established to provide for work-force housing for local industrial employment centers, as well as provide for a variety of housing types and densities within one site.

Below is a breakdown of the densities and acreages of the Residential – PUD designation from the 2030 plan and what is being proposed in the 2040 plan. The planning team’s proposed approach would meet new Metropolitan Council standards for overall community density and would meet allocation of need for affordable housing, which is based on density.

	Land Use	Acres	% of Total Site	Density Range	Minimum Units	Maximum Units
2030 Comp Plan	PUD Low Density	5.4	40%	1.0 – 3.0 units/acre	5	16
	PUD Medium Density	6.1	45%	3.0 – 6.0 units/acre	18	37
	PUD High Density	2.0	15%	6.0 – 10.0 units/acre	12	20
				Total	36	73
				Units/Acre*	2.64	
2040 Comp Plan (Proposed)	PUD Low Density	4.0	30%	1.0 – 3.0 units/acre	4	12
	PUD Medium Density	2.5	18%	3.0 – 8.0 units/acre	8	15
	PUD High Density	7.0	52%	8.0 – 10.0 units/acre	56	70
				Total	68	97
				Units/Acre*	5.0	

* The Metropolitan Council considers community designation from the minimum units/acre for all land uses

Before we send this table, and the appendix to be drafted to the Metropolitan Council for approval, the planning team wants input from the Town Board and the Planning Commission on this change to the Residential – PUD designation. The following items were considered as we adjusted these numbers:

- » Of all locations within the township, this site makes the most sense to accommodate workforce housing, and increased densities
- » The shift of the range of the PUD high density areas allows for the township to count those acres towards affordable housing allocation, which is another requirement for the 2040 plan
- » By meeting the density standards for the Community Designation of 5.0 units/acre, the township will remain eligible for Livable Communities Demonstration Account (LCDA) funds, which the Township has used in the past. If the Township decided to remain at the 2030 density, or at any other density under 5.0 units/acre, that funding will no longer be available.
- » By changing the elements within the PUD, other areas of the Township remain developable as planned in the 2030 plan.

The Planning Commission reviewed these densities at their March 22nd meeting. After discussing, the Planning Commission recommended *not* changing the density of the PUD at all, instead consider it an unchanged land use designation from the 2030 plan. This option would address the Community Designation issue, as no changes are proposed between the 2040 plan and the already approved 2030 plan. However, if the densities go unchanged, the Comprehensive Plan will be out of compliance with the Allocation of Affordable Housing Need set by the Metropolitan Council. It is likely that being out of compliance will prevent the Township's Comprehensive Plan from being approved by the Metropolitan Council.

With these elements to consider, please discuss your reactions and possible concerns of these numbers at your current meeting and Town Planner, Tom Riedesel, will relay the information and direction onto the planning team.

Thank you,

Laura Chamberlain
Planning Consultant
HKGi



MEMORANDUM

TO: Planning Commission
FROM: Laura Chamberlain, Planning Consultant, HKGi
DATE: April 26, 2018
RE: White Bear Township Comprehensive Plan Update

Although there had been some delays due to discussions about density requirements and changes from the 2030 Plan, the Township's Comprehensive Plan is moving forward. Below is an updated schedule, indicating key dates coming up until submittal to the Metropolitan Council:

Monday, May 7 th	Town Board gives direction on density of PUD site; Town Board to approve resolution requesting an extension of submittal to the Metropolitan Council to submit after December 31, 2018
Week of May 7 th	Planning Staff meet with Metropolitan Council Sector Representative to talk through new projections based off density of PUD
Week of May 14 th	New projections sent to TAZ (traffic analysis zone) modelling staff at Metropolitan Council to develop forecasted traffic volume for 2040 (anticipated modelling time: 6 weeks)
June	Planning staff will work with Engineering staff to finalize all elements for Water Resources chapter; Planning staff will also incorporate any staff, planning commission, or Town Board comments into the draft document
Week of July 9 th	Put TAZ model results and any remaining elements into the plan for a final draft
Thursday, July 26 th	Planning Commission reviews a complete draft
Monday, August 6 th	Town Board reviews complete draft and approves for adjacent jurisdictional review
Tuesday, August 7 th	Adjacent Jurisdictional review begins (six months)
Thursday, February 7 th	Adjacent Jurisdictional review ends

- Thursday, February 28th Planning Commission holds a public hearing regarding the final draft of the Comprehensive Plan
- Monday, March 4th or Monday, March 19th Town Board approves final draft of Comprehensive Plan for submittal to the Metropolitan Council (via resolution)

EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON MAY 7, 2018

Pursuant to due call and notice thereof, a Regular meeting of the Town Board of the Town of White Bear, Minnesota, was duly held at Heritage Hall in said Town on May 7, 2018 at 7:00 p.m.

The following members were present: Kermes, Prudhon, Ruzek; and the following voted against the same: None.

Supervisor Prudhon introduced the following Resolution and moved its adoption:

**RESOLUTION REQUESTING ADDITIONAL TIME
WITHIN WHICH TO COMPLETE COMPREHENSIVE PLAN
“DECENNIAL” REVIEW OBLIGATIONS**

WHEREAS, Minnesota Statutes, Section 473.864 requires local governmental units to review and, if necessary, amend their entire comprehensive plans and their fiscal devices and official control at least once every ten years to ensure comprehensive plans conform with metropolitan system plans and ensure fiscal devices and official controls do not conflict with comprehensive plans or permit activities that conflict with metropolitan system plans,

AND WHEREAS, Minnesota Statutes, Sections 473.858 and 473.864 require local governmental units to complete their “decennial” reviews by December 31, 2018,

AND WHEREAS, Minnesota Statutes, Section 473.864 authorizes the Metropolitan Council to grant extensions to local governmental units to allow local governmental units additional time within which to complete the “decennial” review and amendments,

AND WHEREAS, any extensions granted by the Metropolitan Council must be submitted by May 31, 2018, and must include as timetable and plan for completing the review and amendment,

AND WHEREAS, the Township will not be able to complete its “decennial” review by December 31, 2018 for the following reasons: population, household, employment forecast issues; Community Designation considerations; and development of plan components,



**Town Board Meeting
May 7, 2018**

Agenda Number: 7E – New Business

Town Planner Item:

Subject: Independent Contractor Agreement for Township Day –
Approve Contract with Lisa Beecroft From May 2018 Through
October 2018

Documentation: Independent Contractor Agreement Township Day

Action / Motion for Consideration:

Town Planner Report at Meeting / Discussion

Based on Park Board & Town Board Review & Recommendation Approve:

- 1) Independent Contractor Agreement for Township Day with Lisa Beecroft in the Amount of \$6,000 from May 2018 Through October 2018
- 2) Authorize Execution by the Town Board Chair & Town Clerk

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 Lisa Beecroft hereinafter ("Beecroft"), an independent contractor residing at 4986 Campbell Ave
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, Beecroft 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. Beecroft shall provide consultant services and serve as Director and coordinator of Township Day and movies in the park from May 2018 to October 2018.

2. Term of Contract.

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

3. Scope of Services.

Beecroft agrees to perform services as stated below. Beecroft will also present all ideas to the Park Board for their consideration, and at the direction of the Town, Beecroft 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

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 Beecroft a set fee of Six Thousand (\$6,000.00) Dollars in the following installments:

- a. \$1,000.00 due on the first of each month from May 2018 through October 2018.

Movie in the Park:

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

5. Independent Contractor Relationship.

- a. No Agency Relationship. Beecroft 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. Beecroft 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. Beecroft shall not be entitled to participate in any of the Town's employee benefits, including without limitation any health or retirement plans. Beecroft 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 Beecroft in performing the services under this Agreement. All such costs shall be the sole responsibility of Beecroft.

6. Proprietary Rights.

- a. Beecroft 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 Beecroft in connection with said services, nor any right to or interest in any copyright herein. Beecroft 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. Beecroft 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.
- c. All proceeds or fees received by Beecroft 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.

7. Non-Discrimination.

- a. Beecroft agrees that during the life of the contract, Beecroft 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. Beecroft 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

Beecroft 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 Beecroft, or Beecroft's employees or agents in connection with Beecroft's performance of this Contract. Beecroft 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 Beecroft in the performance of this Contract.

- b. The Town agrees to indemnify and hold harmless Beecroft, 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 Beecroft 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 Beecroft on any such matter, and to pay and satisfy any judgment entered thereof, together with all cost and expenses incurred in connection therewith. Beecroft 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 Beecroft is in breach of any provision of this Contract, written notice will be sent to Beecroft allowing her thirty (30) days to comply. Upon failure by Beecroft 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 Beecroft 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 Beecroft:

Lisa Beecroft
4986 Campbell Ave
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: May 1, 2018.

Town of White Bear

By: _____
ROBERT J. KERMES, Chair


LISA BEECROFT
Independent Contractor

Attest:

By: _____
WILLIAM F. SHORT, Clerk-Treasurer



**Town Board Meeting
May 7, 2018**

Agenda Number: 7F – New Business

Town Planner Item:

Subject: **Little Free Library – Brandlwood Park – Approve License Agreement for Construction of a Little Free Library at Brandlwood Park**

Documentation: Bradshaw Email
License Agreement

Action / Motion for Consideration:

Town Planner Report at Meeting / Discussion

Based on Park Board Review & Recommendation Approve the License Agreement for a Little Free Library at Brandlwood Park & Authorize Execution by the Town Board Chair

Tom Riedesel

From: Bradshaw, Justin <jjbradshaw@ecolab.com>
Sent: Thursday, April 05, 2018 8:04 AM
To: Tom Riedesel
Cc: Beth Bradshaw; Jim Bradshaw
Subject: Brandlwood Park Free Little Library

Good Morning Tom-

It was good to meet you last week. In following up, my wife (Elizabeth) and I lost our baby girl (Estelle) just before her birth in January. We had a funeral and one interesting idea that came up at that arrangements was a Free Little Library in her name from the memorial contributions. I should mention, Estelle is buried in Stillwater so we aren't looking for a place for her. Rather, we are looking to give back to the community in her honor (I.e. a Free Little Library with a small plaque and her name).

We live on 5725 Windmill Drive in the Brandlwood Farms development, and frequent the Brandlwood Park with our 3-year old (Piper) - so we think this is an ideal spot as Estelle would have loved this park too.

Hopefully we can make this work. I'm not sure of the approval process and so on, but happy to get this dialogue started as we explore the possibility.

Thank you!

Respectfully,

-Justin Bradshaw
651-398-7972
Sent from my iPhone

CONFIDENTIALITY NOTICE: This e-mail communication and any attachments may contain proprietary and privileged information for the use of the designated recipients named above. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

LICENSE AGREEMENT

This Agreement is made this ____ day of May, 2018 by and between the Town of White Bear, a subdivision of the State of Minnesota (Licensor) and Justin and Elizabeth Bradshaw, (Licensee).

Whereas, the Licensor is the fee owner of the following described real property, known as Brandlwood Park, situated in the Town of White Bear, County of Ramsey, State of Minnesota and legally described as follows, to-wit:

Except that part of Brandlwood Farms 1st & 4th Additions, the West ¼ of Section 3, Township 30, Range 22, lying South of Brandlwood Farms 8th Addition, West of Brandlwood Farms 6th and 7th Additions and North of Otter Hills Second Addition,

Whereas, the Licensee is requesting permission to construct and maintain a book exchange kiosk at Brandlwood Park; and

Whereas, the Licensor is willing to permit the Licensee to construct such book exchange kiosk, subject to the Licensee taking full responsibility for construction, future maintenance/repair, and liability for the book kiosk.

Now, Therefore, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the Licensor hereby grants unto the Licensee approval to construct a book exchange kiosk in Brandlwood Park, subject to the following:

I. CONSTRUCTION

The Licensee is responsible for the construction of the book exchange kiosk.

II. LICENSEE RESPONSIBILITIES AND INDEMNIFICATION

The Licensee shall be responsible for:

- 1) All costs of maintenance, repair, and/or replacement of the book exchange kiosk, and by the Licensee executing this Agreement, hereby accepts said responsibility.
- 2) Policing of the park for debris resulting from the book exchange.

3) The Licensee further agrees to release, indemnify, hold harmless and defend Licensors from and against any and all claims, costs, causes of action, expenses and liabilities, including, but not limited to, reasonable attorney's fees arising out of or connected with Licensee's use of the property.

III. GRANT OF LICENSE ONLY AND NON-ASSIGNMENT

Licensee acknowledges that this Agreement represents a grant of a license only and not an easement or lease. Licensee shall not assign its rights under this Agreement.

IV. TERMINATION

It is understood by the Licensee that the Licensor retains the right to terminate this license at any time and for any reason.

In Witness Whereof, the Licensor and Licensee have executed this License Agreement as of the date heretofore set out.

TOWN OF WHITE BEAR

ROBERT J. KERMES, Chair

JUSTIN BRADSHAW

ELIZABETH BRADSHAW



**Town Board Meeting
May 7, 2018**

Agenda Number: 7G – New Business

Town Planner Item:

Subject: Adam & Nicole Moore 5707 Birch Road – Approve Request for 8.4% Green Area Variance to Allow a Driveway Addition

Documentation: Staff Memo /
Variance Application & Maps

Action / Motion for Consideration:

Town Planner Report at Meeting / Discussion

Based on Variance Board, Planning Commission & Town Planner Review & Recommendation Approve the 8.4% Green Area Variance to Allow a Driveway Addition at 5707 Birch Road

Minutes
Variance Board Meeting
April 17, 2018

Adam & Nicole Moore, 5707 Birch Road – Request for 8.4% Green Area Variance to Allow Driveway Addition: Riedesel summarized the request to add to the existing driveway. The Moore's are completing a remodel and an addition to the home. The addition on the Birch Road side of the home includes a garage with living quarters above. The driveway is planned to be widened, but will remain narrow at the road right-of-way.

The Moore's lot is 9,583 square feet in area, and 40' wide at the Birch Road right-of-way. The lot is considered an undersized lot of record.

Riedesel reviewed several green area variances approved in the neighborhood in the past. They included:

- a 7% green area variance at 5735 Birch Road in 2002
- a 13% green area variance at 5717 Birch Rod in 2010
- a 9.9% green area variance at 5711 Birch Road in 2005

It was noted that one additional green area variance was approved at 5713 Birch Road in 2005. A 13% green area variance was approved.

The Variance Board discussed options with Mr. Moore to reduce the coverage on the lot. Pavers: interlocking pavers were considered but Mr. Moore prefers a concrete driveway after considering the options which were discussed with Mr. Johnson prior to application for the variance.

Johnson noted that the soils are marginal in the area where the driveway is proposed and should be replaced if pavers are used.

Short felt that the Moore's should not be held to a higher standard than others in the neighborhood.

Denn noted that cost is not a factor when considering a variance.

Short moved to recommend to the Planning Commission to recommend to the Town Board to approve an 8.4% green area variance as requested since the green area variance requested is less than or consistent with other variances approved in the immediate neighborhood, the driveway has been reduced in width at the right-of-way, and is a suitable width at the garage, and the variance as requested meets the standards set forth to approve a variance. Johnson seconded. Ayes all.

MEMORANDUM

TO: TOWN BOARD
FROM: TOM RIEDESEL
DATE: APRIL 13, 2018

SUBJECT: DRIVEWAY ADDITION
REQUEST: 8.4% GREEN AREA VARIANCE

LOCATION: 5707 BIRCH ROAD
APPLICANTS: ADAM & NICOLE MOORE

The Moore's are requesting approval of a 8.4% green area variance which would allow them to add to their driveway.

The Moore's are completing an addition which includes a garage with living space above it, on the Birch Road side of the home. The lot area is 9,583 square feet. It is a long, narrow lot with 40' of frontage on the Birch Road right-of-way.

The Moore's have found that the existing driveway will not allow them to access and exit the garage without damaging the yard. They would like to expand the driveway.

The Town requires lakeshore lots to not exceed 25% coverage. The Moore's would like to cover 33.4% of the lot requiring a 8.4% green area variance.

The Town has reviewed and permitted green area variances in this neighborhood. They include:

- A 7% green area variance was approved at 5735 Birch Road in 2002, a 9,148 square foot lot
- A 13% green area variance was approved at 5717 Birch Road in 2010, a 10,880 square foot lot
- A 9.9% green area variance was approved at 5711 Birch Road in 2005, a 9,583 square foot lot

The Moore's request appears to be consistent with others approved in the neighborhood.

When considering a variance request, Section 9-6.1 of the Zoning Ordinance must be reviewed. In addition, Section 9-6.4 of the Ordinance must be considered. These sections state:

9-6.1. GENERAL. The Town Board shall have the exclusive power to order the issuance of variances from the terms of this Ordinance including restrictions placed on non-conformities. Variances from the literal provisions of this Ordinance shall only be permitted when they are in harmony with the general purposes and intent

of this Ordinance, and when the terms of the variance are consistent with the Comprehensive Plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the provisions of this Ordinance. "Practical Difficulties", as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by this Ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. Variances shall be granted for earth sheltered construction as defined in Minnesota Statutes, when in harmony with this Ordinance. No variance may be granted that would allow any use that is not allowed in the zoning district in which the subject property is located. The Town Board may impose conditions in granting a variance that are directly related to and in rough proportion to an impact created by the variance.

9-6.4. STANDARDS. In considering all requests for variance and in taking subsequent action, the Town Board shall approve the variance only if the following facts are established:

- (1). Without issuance of a variance, the provisions of this Ordinance would deprive the applicant of a reasonable use of property under the terms of this Ordinance.
- (2). That the special conditions and circumstances do not result from the actions of the applicant.
- (3). That granting the variance requested will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures, or buildings in the same district.
- (4). That the proposed action will not unreasonably increase the congestion on public streets.
- (5). That the proposed action will not increase the danger of fire or endanger the public safety.
- (6). That the proposed action will not unreasonably diminish or impair established property values within the neighborhood or in any other way be contrary to the intent of this Ordinance.

TR/psw
cc:asadmin/add.file
b:Moore



VARIANCE APPLICATION FORM

White Bear Township
 1281 Hammond Road
 White Bear Township, MN 55110
 Phone 651-747-2750 Fax 651-426-2258
www.ci.white-bear-township.mn.us

RECEIVED
 APR 05 2018

TOWN OF WHITE BEAR

INTRODUCTION

Variations from the literal provisions of this Ordinance shall only be permitted when they are in harmony with the general purposes and intent of this Ordinance, and when the terms of the variance are consistent with the Comprehensive Plan. Variations may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the provisions of this Ordinance. "Practical Difficulties", as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by this Ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. Variations shall be granted for earth sheltered construction as defined in Minnesota Statutes, when in harmony with this Ordinance. No variance may be granted that would allow any use that is not allowed in the zoning district in which the subject property is located. The Town Board may impose conditions in granting a variance that are directly related to and in rough proportion to an impact created by the variance. Conditions may be imposed in the granting of variations to insure compliance and to protect adjacent properties.

 X Fee \$225

APPLICANT(S) Adam and Nicole Moore PHONE (Home) _____
 _____ (Business) _____
 (Cell) 651.261.8648

ADDRESS 5707 Birch Road
 White Bear Township, MN 55110

PROPERTY OWNER Adam and Nicole Moore

ADDRESS OF SITE 5707 Birch Road ZONING RES

EXISTING USE OF SITE Residential

DESCRIPTION OF VARIANCE REQUEST Green Space Variance for Driveway

SETBACKS:	<u>Required</u>	<u>Existing</u>	<u>Requested</u>
Front Yard	MH	_____	NO CHANGE
Side Yard	_____	_____	_____
Side Yard	_____	_____	_____
Rear Yard	✓	_____	_____
Other (Specify)	_____	_____	_____

CHECKLIST:

- _____ Site Plan (with dimensions and to scale)
 - _____ Building locations (dwelling, garage, accessory building).
 - _____ Site improvements (fences, walks, lighting, decks, etc.).
 - _____ Yard (front, side, rear, delineating setbacks).
 - _____ Wetlands, lakes, streams, ditches including 100 year storm elevation.
- _____ Schedule (when does applicant intend to construct).
- _____ Additional information, if required.
- _____ Certificate of Survey, or full legal description.
- _____ Statements from affected (abutting) property owners. (If not provided, a public hearing will be scheduled with all property owners within 350' of your property being notified.)

REVIEW PROCESS:

1. Submit 1 copy of application and supporting information to the Township. Also submit 15 copies of all plans which exceed 11" x 17" in size. Any application must be received by the 1st Thursday of the month in which the applicant would like the Variance Board to review the proposal.
2. Variance Board _____ (Approximately one week prior to the Planning Commission Meeting, as necessary. Applicant will be notified of the time of the meeting.)
3. Planning Commission _____ (4th Thursday of the month @ 7:00 p.m. at the Town Hall).
4. Town Board _____ (3rd Monday of the following month @ 7:00 p.m. at the Town Hall).

STANDARDS:

The Town Board will approve a variance only if it satisfies the description in the INTRODUCTION on Page 1 of this form, and the following facts are established:

- 1. Without a variance, applicant would be deprived of rights commonly enjoyed by others in the same district.
 - 2. The special circumstances do not result from actions of applicant.
 - 3. Granting variance will not confer on applicant any special privileges.
 - 4. Will not increase traffic congestion on public streets.
 - 5. Will not endanger public safety.
 - 6. Will not diminish established property value.
- X

Applicant understands that the Variance Application fee will not be refunded if, after being submitted, the application is denied or the applicant chooses to withdraw.

It is the policy of White Bear Township that all identifiable costs associated with a Variance Application within the Township shall be the sole responsibility of the owner of said property. The costs shall include, but are not limited to the following: Township planning review costs (reports, meetings, site review); engineering review costs; legal costs (preparation of hearing notices, legal research, certification costs); publication costs (notice of hearing); reapportionment of assessments (engineers report); mailings and Ownership Reports (ownership/encumbrance).

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



*Signature of Applicant(s)

4/5/18

Date

*Prior to applying for a variance it is recommended that the applicant contact Town staff in order to discuss the proposal.

To Be Completed By Office:

Date Request Received 4/5/18

By Karen
(Staff Member)

\$225.00 Fee Received

Yes
 No

Date Application Complete _____

**STATEMENT OF AFFECTED
PROPERTY OWNERS**

If a signed statement is not provided by the applicant for a variance, the Town Board shall order a public information meeting which will include printed notice to all property owners within 350' of the property where the variance is requested. Public Notice publication costs will be the responsibility of the applicant.

I am the owner of the property at: 5707 Birch Road. I am requesting that the Town of White Bear grant me a variance from Ordinance No. 35. for the following purpose:

I'd like to be allowed to have a reasonable driveway so I can get in and out of my garage without driving on the grass and be able to have guests over without them having to park in the street. My proposed driveway brings me to 66.6% green space, so im asking for another 3.4%, this will allow me to have a proper driveway.

My request will be reviewed by the Variance Board and the Planning Commission, with a final decision being made by the Town Board. I must provide the Board with a statement signed by the adjacent property owners, recording their comments relative to my request. Please feel free to write below any comments you may have regarding this issue. This statement must be signed and dated.

PROPERTY OWNERS

1. Name: Steve Ertle Address: 5723 Birch Rd
Molly Ertle Phone: (Home) _____
(Bus.) _____
(Cell) 612-386-7932

Comments: Driveway to narrow prior to remodel. Plans look good to me

Date: 4/4/18 Signatures: [Signature], [Signature]

2. Name: Andy Cornwell Address: 5711 Birch Rd
LYAN CORWELL Phone: (Home) _____
(Bus.) _____
(Cell) 651-231-7921

Comments: Drive is way to narrow plans are fine with us

Date: 4-4-18 Signatures: [Signature], [Signature]

3. Name: Dave Bossano Address: 3717 BIRCH RD
Phone: (Home) _____
(Bus.) _____
(Cell) 612-363-3053

Comments: NEEDS TO BE WIDEN FOR SAFETY-

Date: 4-4-18 Signatures: [Signature]

4. Name: Joe Baeser Address: 5803 Lake Avenue
Phone: (Home) _____
(Bus.) _____
(Cell) 651-428-0219

Comments: Plans look good to me. Doesn't seem to be on issue.

Date: 4/4/2018 Signatures: [Signature]

5. Name: Dale Deters Address: 5761 IAKo
Phone: (Home) 651-653-5157
(Bus.) _____
(Cell) _____

Comments: I have no issues with plans

Date: 4/4/18 Signatures: [Signature]

6. Name: Luke Wippler Address: 5785 Lake Ave
Phone: (Home) 651-398-2868
(Bus.) _____
(Cell) 651-398-2868

Comments: I have no issues with plan.

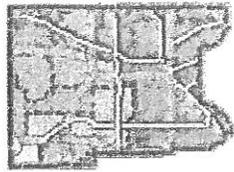
Date: 4/4/18 Signatures: [Signature]

7. NAME Thomas W Detrick Address: 5701 Birch Rd
PHONE: 651-729-3409

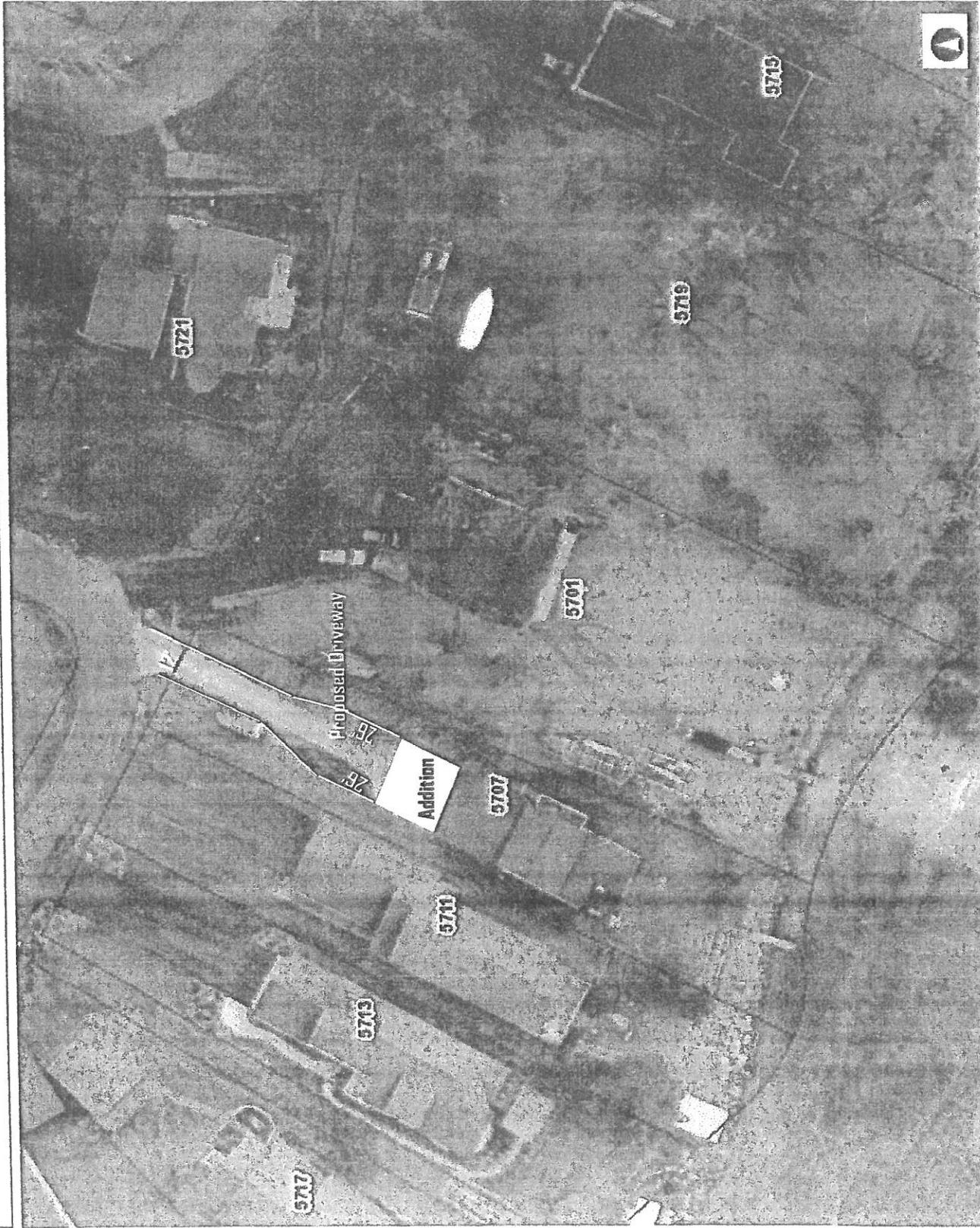
COMMENTS: ~~no~~ no problem

DATE: 4-5-18 SIGNATURE: [Signature]

Legend



-  City Halls
-  Schools
-  Hospitals
-  Fire Stations
-  Police Stations
-  Recreational Centers
-  Parcel Points
-  Parcel Boundaries

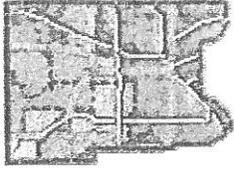


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Notes

Enter Map Description

Legend



-  City Halls
-  Schools
-  Hospitals
-  Fire Stations
-  Police Stations
-  Recreational Centers
-  Parcel Points
-  Parcel Boundaries



100.0 0 50.00 100.0 Feet

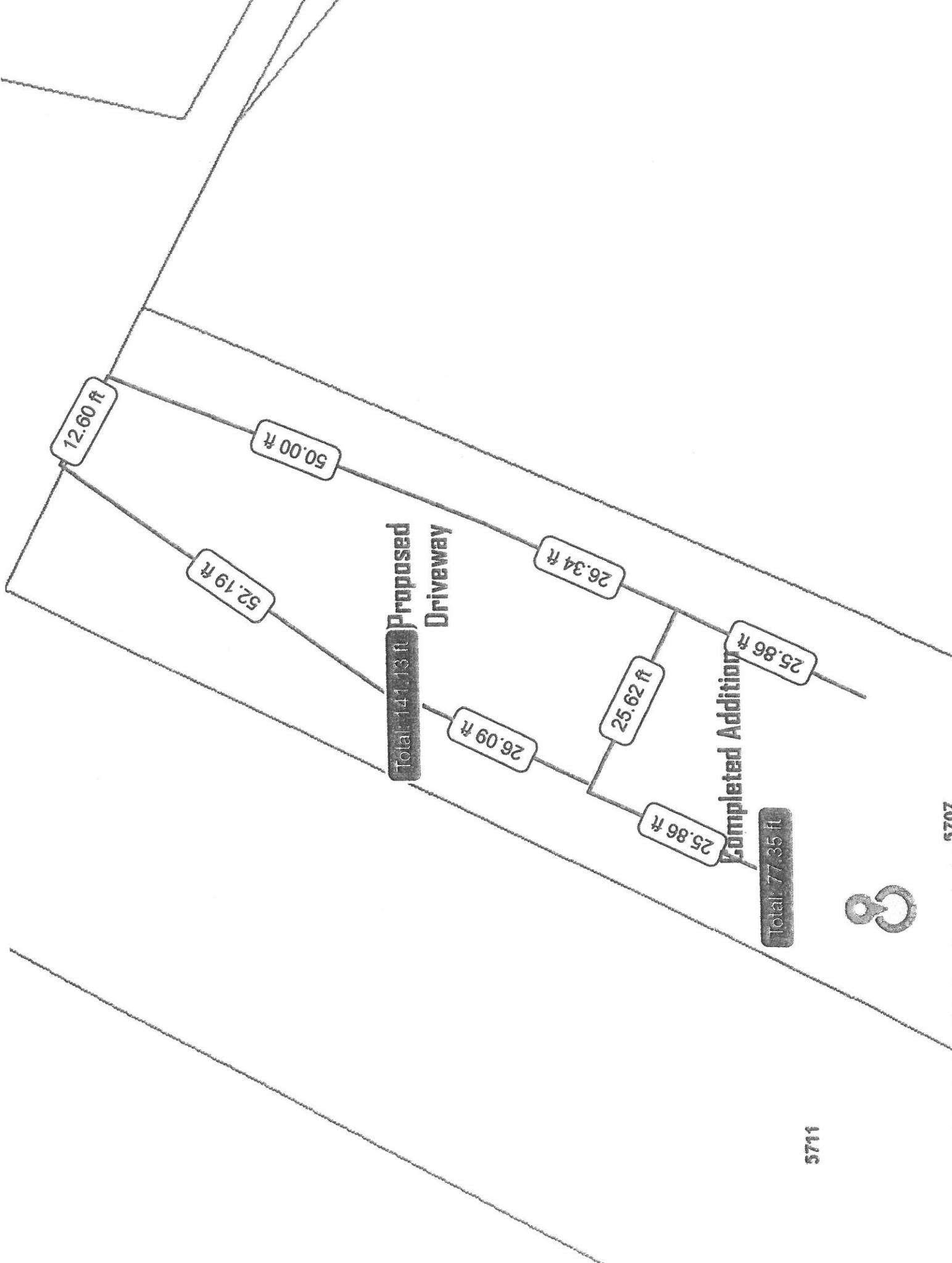
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Notes

Enter Map Description



5711

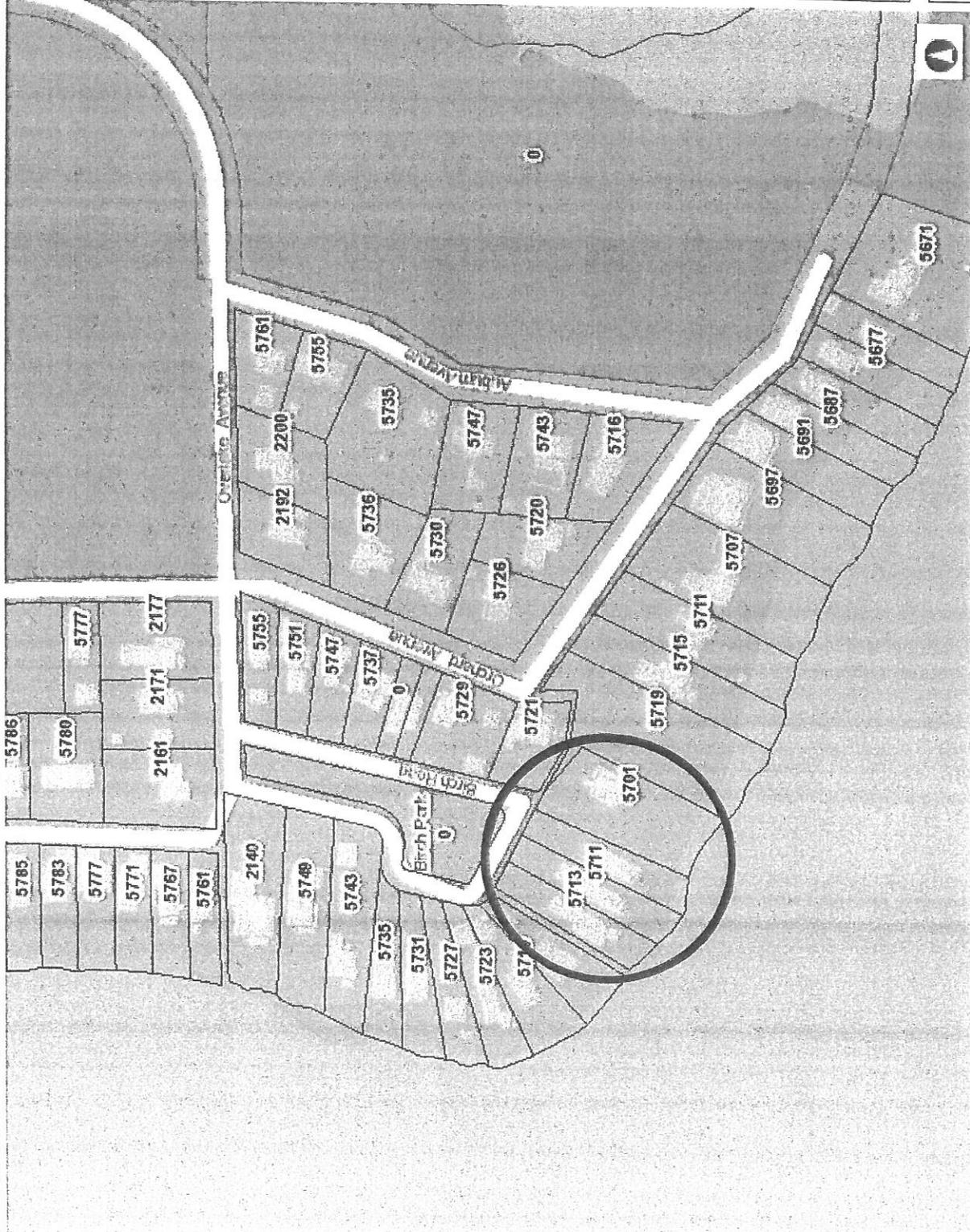
5707

5707 Birch Road Driveway Construction Schedule

Start Date intended to be shortly after road restrictions are lifted, planning on week of May 14th.

Legal Description of 5707 Birch Road

Lot 12 Subdivision Cd 05039 Subdivision Name OVERLAKE, RAMSEY COUNTY,
MINNESOTA

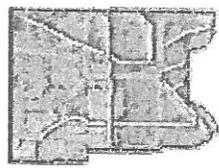


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Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

Notes

Enter Map Description



**Town Board Meeting
May 7, 2018**

Agenda Number: 7H – General Business

Town Planner Item:

Subject: Jason LeClaire, 2064 Stillwater Street – Approve Request for 9% Green Area Variance to Pave a Driveway

Documentation: Staff Memo /
Variance Application
Plans

Action / Motion for Consideration:

Town Planner Report at Meeting / Discuss

Based on Variance Board, Planning Commission & Town Planner Review & Recommendation Approve the 8.4% Green Area Variance to Allow a Driveway Addition at 5707 Birch Road

**Minutes
Variance Board Meeting
April 26, 2018**

Jason LeClaire, 2064 Stillwater Street – Request for 9% Green Area Variance to Pave/Replace a Driveway: Short summarized the request to replace and expand the existing driveway from Stillwater Street to the garage located behind the house.

The LeClaire lot is 70' wide and 10,454 square feet in area. It is considered an undersized lot of record. The Town requires 75% of the lot be maintained as green area. The property is located in the Shoreland Management Zone (within 1000' of Bald Eagle Lake). If the lot were outside of the shoreland zone, the green area requirement would be reduced to 70%.

The existing paved area is 780 square feet and the applicant is wishing to expand the paved area by another 1,080 square feet, for a total paved area of 1,860 square feet, thereby necessitating a 9% green area variance.

The Variance Board discussed options with Mr. LeClaire to reduce the coverage on the lot. Eliminating the pavement leading to the door of the house and reducing the width of the driveway from 12' to 11'.

Johnson verified with the applicant that the setbacks being proposed are compliant.

Johnson also discussed the drainage on the property with LeClaire and he stated that the new driveway will be sloped to allow the drainage to flow as it currently does, noting that in the spring is the only time there is water pooling in that area.

Short moved to recommend to the Planning Commission to recommend to the Town Board to approve a green area variance based on a new proposal to be reworked and submitted which will reduce the amount of the hard surface on the property, thereby reducing the size of the variance needed since the lot of record is substandard and is located in the shoreland zone and similar variances have been approved in the neighborhood and the applicant is willing to reduce the hard surface in two locations: 1) between the driveway and the house, and 2) width of the driveway. Denn seconded. Ayes all.

MEMORANDUM

TO: VARIANCE BOARD
FROM: TOM RIEDESEL
DATE: APRIL 25, 2018

SUBJECT: DRIVEWAY ADDITION

REQUEST: 9% GREEN AREA VARIANCE

LOCATION: 2064 STILLWATER STREET
APPLICANT: JASON LECLAIRE

Mr. LeClaire is requesting approval of a 9% green area variance which would allow him to pave/replace his driveway. The driveway is paved from the house to Stillwater Street. The back half of the driveway is gravel. The garage is located in the rear portion of the property.

The lot is 70' wide and 10,454 square feet in area. It is considered an undersized lot of record. The Town requires 75% of the lot be maintained as green area. The property is located in the Shoreland Management Zone (within 1000' of Bald Eagle Lake). If the lot were outside of the shoreland zone, the green area requirement is reduced to 70%. The paved area of the driveway is approximately 780 square feet. An area of approximately 1,080 square feet is planned to be paved in addition to the existing paved area. The total square footage of the driveway is proposed to be 1,860 square feet, or just under 18% of the lot.

The Town has reviewed and approved several green area variances for undersized lots. The approved variances are primarily located along the lakeshore of Bald Eagle Lake. The location of the garage behind the home creates the need for a long driveway.

When reviewing variances, Section 9-6.1 and 9-6.4 must be considered. These sections state:

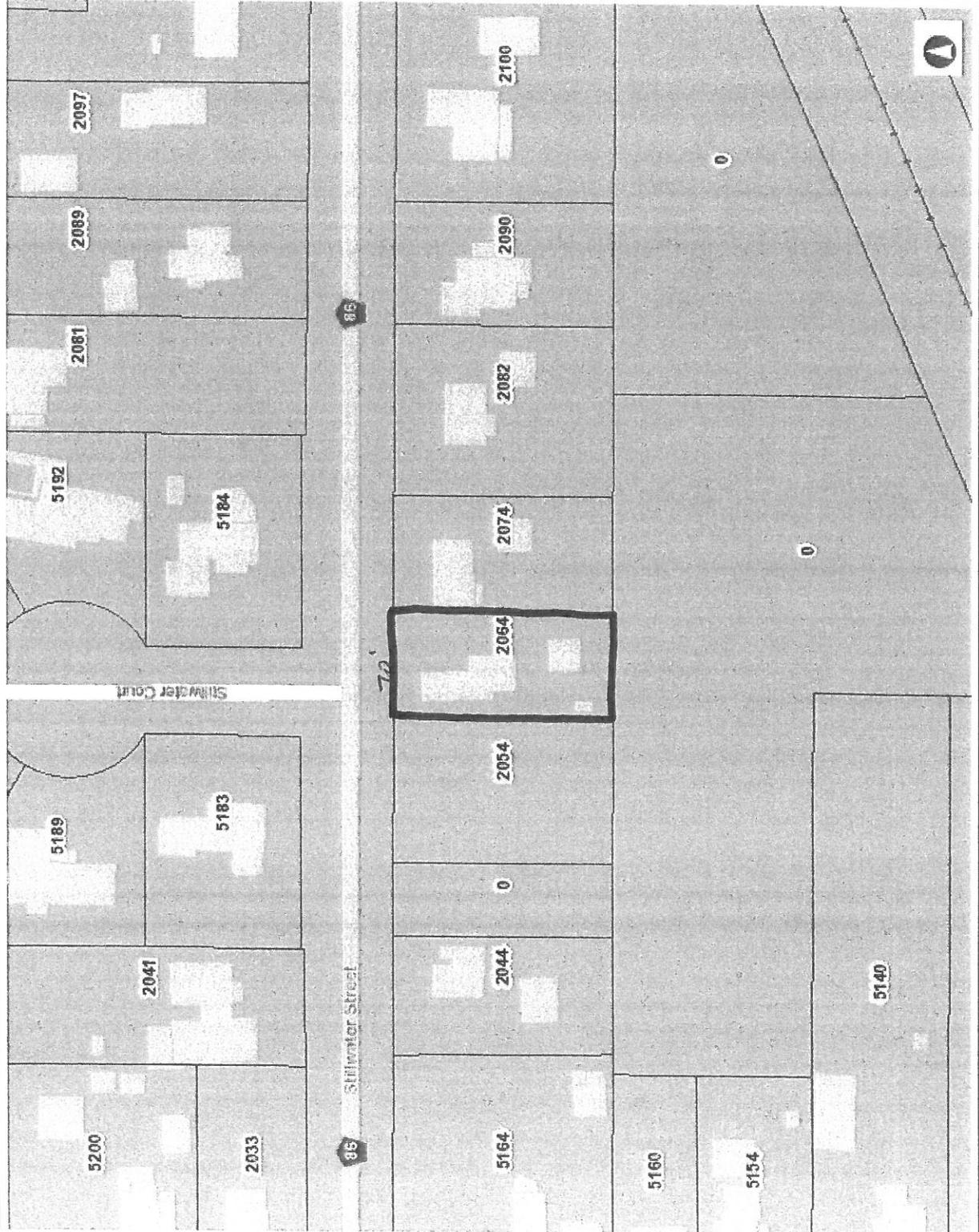
9-6.1. GENERAL. The Town Board shall have the exclusive power to order the issuance of variances from the terms of this Ordinance including restrictions placed on non-conformities. Variances from the literal provisions of this Ordinance shall only be permitted when they are in harmony with the general purposes and intent of this Ordinance, and when the terms of the variance are consistent with the Comprehensive Plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the provisions of this Ordinance. "Practical Difficulties", as used in connection with the granting of a variance, means that the property owner proposes to use the property

in a reasonable manner not permitted by this Ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. Variances shall be granted for earth sheltered construction as defined in Minnesota Statutes, when in harmony with this Ordinance. No variance may be granted that would allow any use that is not allowed in the zoning district in which the subject property is located. The Town Board may impose conditions in granting a variance that are directly related to and in rough proportion to an impact created by the variance.

9-6.4. STANDARDS. In considering all requests for variance and in taking subsequent action, the Town Board shall approve the variance only if the following facts are established:

- (1). Without issuance of a variance, the provisions of this Ordinance would deprive the applicant of a reasonable use of property under the terms of this Ordinance.
- (2). That the special conditions and circumstances do not result from the actions of the applicant.
- (3). That granting the variance requested will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures, or buildings in the same district.
- (4). That the proposed action will not unreasonably increase the congestion on public streets.
- (5). That the proposed action will not increase the danger of fire or endanger the public safety.
- (6). That the proposed action will not unreasonably diminish or impair established property values within the neighborhood or in any other way be contrary to the intent of this Ordinance.

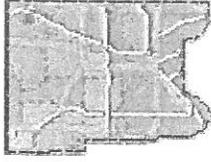
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b:leclaire



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Legend



- City Halls
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- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

Notes

Enter Map Description

N ↑

STILLWATER STREET

2064

NEW 6x6R

NEW 6x6R

EXISTING

10'0"

NEW 24"

10'0"

HOUSE

1388 FT²

NEW

EXISTING

↑ DRAINAGE ↑

20'0" NEW

26'0" NEW

NEW ↓ DRAINAGE ↓

PARCELL I.D.

113 022420057

10,454.4 FT² LOT

3'0"

40'0"

NEW

22'6"

NEW

27'

NEW

10'0"

GARAGE

576 FT²

BASE ROCK



VARIANCE APPLICATION FORM

White Bear Township
 1281 Hammond Road
 White Bear Township, MN 55110
 Phone 651-747-2750 Fax 651-426-2258
www.ci.white-bear-township.mn.us

INTRODUCTION

Variations from the literal provisions of this Ordinance shall only be permitted when they are in harmony with the general purposes and intent of this Ordinance, and when the terms of the variance are consistent with the Comprehensive Plan. Variations may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the provisions of this Ordinance. "Practical Difficulties", as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by this Ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. Variations shall be granted for earth sheltered construction as defined in Minnesota Statutes, when in harmony with this Ordinance. No variance may be granted that would allow any use that is not allowed in the zoning district in which the subject property is located. The Town Board may impose conditions in granting a variance that are directly related to and in rough proportion to an impact created by the variance. Conditions may be imposed in the granting of variations to insure compliance and to protect adjacent properties.

_____ Fee \$225

APPLICANT(S) Jason LeClair PHONE (Home) _____
 (Business) 651-255-1939
 (Cell) 651-395-1293

ADDRESS 2064 Stillwater St
White Bear Township MN
55110

PROPERTY OWNER Jason LeClair

ADDRESS OF SITE 2064 Stillwater St ZONING R1

EXISTING USE OF SITE Primary residence

DESCRIPTION OF VARIANCE REQUEST Pave remaining portion of driveway to garage. Current impervious ratio: 25% Proposed 34%

SETBACKS:	<u>Required</u>	<u>Existing</u>	<u>Requested</u>
Front Yard	_____	_____	_____
Side Yard	<u>10'</u>	<u>10'</u>	<u>10'</u>
Side Yard	_____	_____	_____
Rear Yard	_____	_____	_____
Other (Specify)	_____	_____	_____



**Variance Board Meeting
April 26, 2018**

Agenda Number: 5 - 6

Subject: Added Agenda Items
Adjournment

Documentation:

Action / Motion for Consideration:

Added Agenda Items

Adjourn Meeting



**Town Board Meeting
May 7, 2018**

Agenda Number: 71 – General Business

Town Planner Item:

Subject: Lake Links Trail Suputo Rest Stop - Update

Documentation: Miscellaneous Information

Action / Motion for Consideration:

Town Planner Report at Meeting / Discuss

RUTHERFORD PARK DEPOT – Lake Links Trail Rest Stop

Foreword

Consideration is being given to establishing a rest area and bike repair station in the Town of White Bear's Rutherford Park. This would serve pedestrians and bicyclists and be located adjacent to the rail bed of the Stillwater, St. Paul and Pacific Railroad, soon to be the route of the Lake Links Trail

This proposal is to consider a structure that evokes the railroad stations that existed from the first establishment of track in 1872. There were reportedly nine stations in the Mahtomedi to White Bear Lake stretch of the railroad. To the east were Dellwood, Peninsula, and Mahtomedi. Photo's of Dellwood and Mahtomedi are enclosed. Later, Mahtomedi had a grander station, picture also enclosed. Most of the substantial stations had the typical higher middle gallery with porches on each end. We don't know the exact location of other stations, but given their number, and the fact that Rutherford Park is located right where MN Highway 96 and the railroad right of way meet, it seems inescapable that there would have been one within a few hundred feet of the spot proposed.

What is now Minnesota 96 was originally the Rum River Route, one of the very first roads anywhere in the state, which linked lumber activities in Stillwater with those in Anoka, on the Rum River. The Rum River Route was apparently established in the late 1840's, thus preceding the railroad by about 25 years. This would have been an important meeting point for these two modes of transportation. It remains an important meeting point today and will assume even greater importance when the Lake Links Trail around White Bear Lake connects to a trail along 96 from the Town of White Bear to Duluth Junction, where the Soo Line met the Great Northern and, today, the Gateway Trail meets the Browns Creek Trail.

Design Considerations

Any structure at this location must be essentially transparent so as not to restrict the magnificent views of White Bear Lake. It must be durable, and it is desired that it be relatively simple of construction so that skilled amateurs and retired professional builders can complete it easily.

Facilities desired are a place to rest, and a spot where bicycles can be adjusted or repaired if that becomes necessary.

Proposed Design

The proposal is a 10' x 24' structure built of treated lumber material, commonly available. Interestingly, this is about the size of many of the actual historic stations in small towns – one is cited as 17' x 24', though of course the actual stations were closed in.

Seating will be in the form of benches similar to those prevailing in old train stations. A three sided pictorial display similar to the one at Picadilly Square will be included. It is anticipated that the following items may be included on that display:

Side A – Map of Lake Links Route and connections to other trails, with mileages and highlights.

Side B – History of the railroad, with historic photographs and a plaque commemorating the railroad accident a mile east that claimed the life of John E. McGowan on July 5, 2905. McGowan was a hero of the great Hinckley, MN fire when his train delayed in Hinckley until the last possible moment to rescue people trapped by the flames.

Side C – General information about the area, and possibly a place to post notes or information

Bicycle repair will be afforded by an integrated repair station in the west bay of the depot.

The depot would be located immediately adjacent to the railroad bed (as any proper depot should be). It's lack of walls will permit full viewing of the lake. The shape of the structure and the curved struts at the top of each beam will add elements reminiscent of the real depots, but at reasonable cost.

Construction

The eight posts will be 6x6 treated timbers installed in the fashion of pole-barn construction. The roof will be simple trusses, and the inside of the roof surface will be flat, with cedar plywood ceiling. Other structural materials will be treated lumber, with cedar used in trim locations.

Roof will be conventional homebuilding materials employing raised profile shingles of a color similar to cedar, with ice and water underlayment throughout.

Signage

The ends of the building will carry a sign similar to most such stations identifying it as the Town of White Bear Station – “All Aboard!”

The side of the building will identify this as a transportation junction and will identify Saputo as the donor of the funds needed to build this.

Other Facilities

It is not likely that water will be available at the site, at least initially. Accordingly, a portable construction toilet will be located among the trees nearby, shielded by a cedar fence.

Attachments

1. Larger copies of face sheet sketches
2. Photographs of Dellwood and Mahtomedi Stations

Note, the sketches supplied are superimposed on photographs of a possible actual site, located just west of the main entrance to Rutherford Park.

Tom Riedesel

From: Karen & Steve Wolgamot <kwolgamot@comcast.net>
Sent: Monday, April 09, 2018 5:50 AM
To: Bill Short; Tom Riedesel
Cc: 'Mike Brooks'
Subject: The Depot

On reflection, the "Saputo Junction" looks a bit more prominent than it might need to be.

MINNESOTA & PACIFIC RAILROAD

Est. 1857

Saputo Station

Something like this might be better from the township's viewpoint. I don't know what level

Of recognition is needed to persuade Saputo that this is the right project, but they do seem

Eager to do something like this. Maybe just a plaque? What do you think –

Steve



Dellwood Depot

This depot was leveled in 1935



Courtesy of Julie Ablman

Mahtomedi Depot

Altogether there were nine smaller stations that the trains stopped at along a three-mile distance on the line between White Bear Lake and Mahtomedi.

Courtesy of the White Bear Lake Area Historical Society



Bald Eagle Junction – September 1893

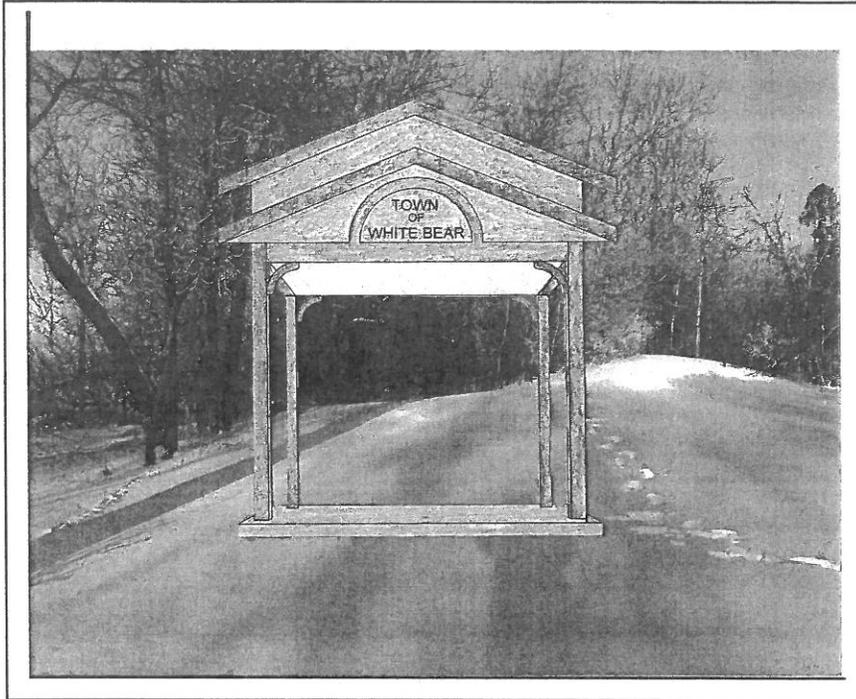
Courtesy of the Richard Vadnais Family

Bald Eagle Junction Depot was constructed by the railroad in 1886 to better serve the Bald Eagle Lake area. The depot was conveniently situated at the junction of two rail lines about a half-mile north of the village. The Minneapolis, St. Paul & Sault Sainte Marie line (the "Soo" line) crossed with the St. Paul & Duluth line at this depot.

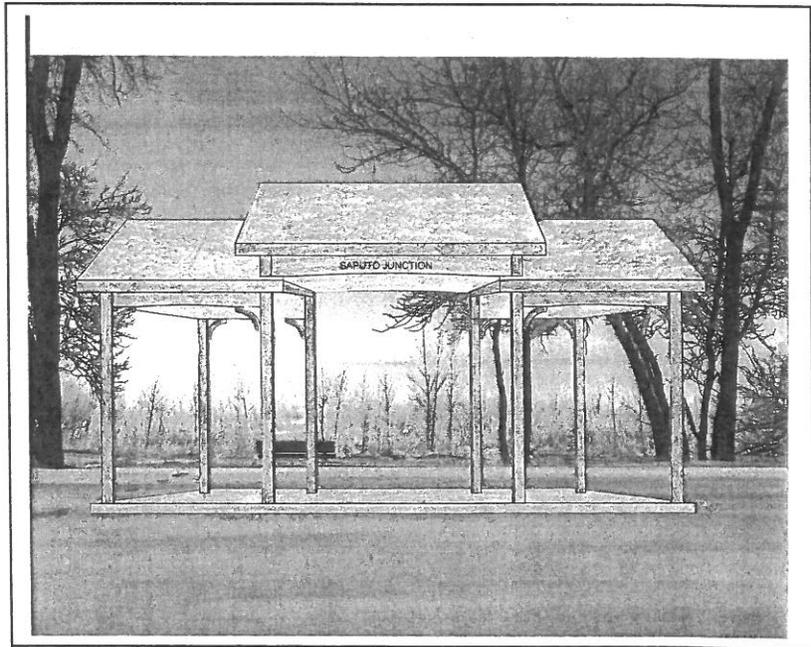
LAKE LINKS ASSOCIATION – Rutherford Park

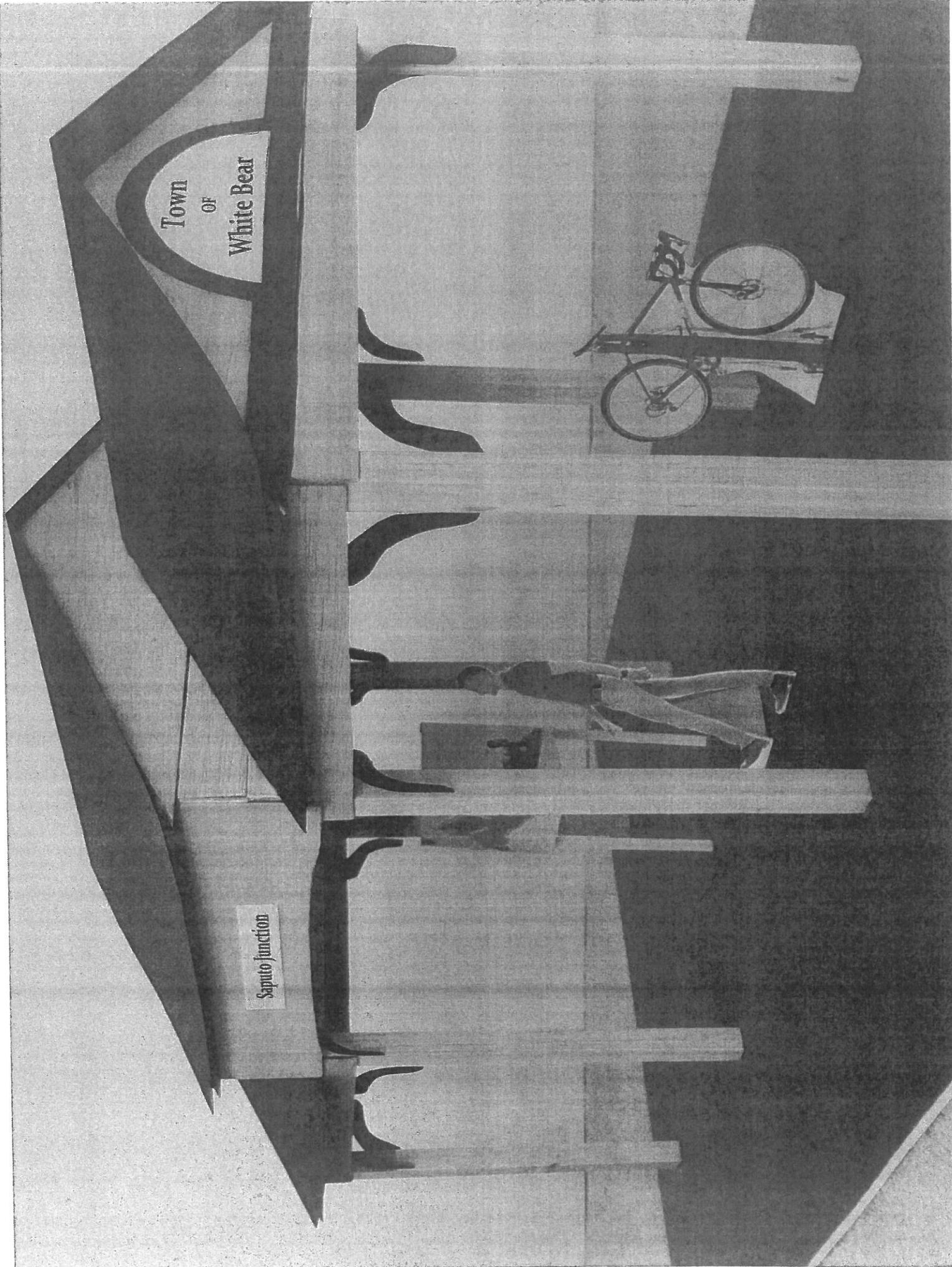
Conceptual Rest Stop/ Bicycle Repair Station

Prepared for: Town of White Bear
Saputo Corporation



The Town of White
Bear Station on
The Stillwater,
White Bear &
Pacific





Town
OF
White Bear

Saputo Junction



**Town Board Meeting
May 7, 2018**

Agenda Number: 7J – General Business

Public Works Director Item:

Subject: Replacement of #25 Pickup Truck – Authorize Purchase

Documentation: Staff Memo w/attachments
Variance Application
Plans

Action / Motion for Consideration:

Public Works Director Report at Meeting / Discuss

Based on Public Works Review & Recommendation Approve the Purchase of the 2018 Ford F-150 from Tenvoorde Ford for \$28,893.00 With Funding From the Capital Equipment Fund

MEMORANDUM

Date: April 24, 2018
To: Town Board
From: Peter Tholen Field Maintenance Supervisor; Dale Reed, Director of Public Works
Re: Replacement of # 25 Pickup Truck

The 2018-2027 Capital Improvement Plan (CIP) includes replacement of #25 Pickup Truck, a 2008 Ford F-150 pickup truck with 69,000 miles. The Township's Capital Equipment fund has \$47,500.00 budgeted for its replacement. This pickup is used daily by the Field Maintenance Supervisor to perform field checks on Public Works activities. The proposed replacement is a 2018 Ford F-150, 4X4 pickup truck. At the previous Town Board meeting on April 16, 2018 the Town Board asked staff to review the option of a more fuel-efficient motor that will still meet the horsepower needs for towing a mowing trailer. Staff consulted the sales representative for the specified pickup and he stated that the 2.7-liter ecoboost motor would meet these needs. The reduction in the quote equaled \$852.00. The 2.7-liter ecoboost motor will also provide an annual fuel savings over the originally proposed 5.0 liter motor. The quotes for the revised specified replacement pickup truck are below:

Vendor for Pickup	Manufacturer	Quote
Tenvoorde Ford	Ford	\$28,893.00
Midway Ford	Ford	\$29,198.92

#25 would be a Non-Replacement (NR) to be used by park maintenance seasonal staff to tow a mowing trailer. The Town currently has three (3) NR trucks and this would increase the number to four (4). During the summer months Public Works is continually challenged with a lack of vehicles for seasonal maintenance workers, since many of the seasonal workers are dispatched individually to differing parts of the Township to maintain the park system and public right of ways.

There will also be some additional aftermarket items (emergency lighting, toolbox, and a headache rack) added to the pickup once it has been received by the Town.

The Capital Equipment Fund will provide funding for the purchase.

Actions requested are to approve the purchase of a 2018 Ford F-150 from Tenvoorde Ford for \$28,893.00.

CNGP530

VEHICLE ORDER CONFIRMATION

04/17/18 11:33:37

==>

Dealer: F58584

2018 F-150

Page: 1 of 2

Order No: 1040 Priority: F4 Ord FIN: QS031 Order Type: 5B Price Level: 835

Ord Code: 101A Cust/Flt Name: WHITEBEAR PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
X1E	F150 4X4 S/C	\$35220	\$33459.00	FRT LICENSE BKT	NC	NC
	145" WHEELBASE			18B BLK PLAT BDS	250	231.00
YZ	OXFORD WHITE			41H ENG BLK HEATER	90	83.00
W	CLTH BUCKT SEAT	295	272.00	SYNC		
G	MED EARTH GRAY			53B CLASS IV HITCH	95	88.00
101A	EQUIP GRP	2255	2075.00	54R MIR DUAL PWR	305	280.00
	.XL SERIES					
	.POWER EQUIP GRP			TOTAL BASE AND OPTIONS	43610	38544.36
	.CRUISE CONTROL			XL MID DISCOUNT	(750)	(691.00)
99P	2.7L V6 ECOBST	995	916.00	XL DISCT CHROME APP	(500)	(460.00)
44G	ELEC 10-SPDAUTO			TOTAL	42360	37393.36
	.265/70R-17			*THIS IS NOT AN INVOICE*		
X19	3.55 REG AXLE	NC	NC	* MORE ORDER INFO NEXT PAGE *		
	6500# GVWR			F8=Next		
	JOB #2 ORDER			F3/F12=Veh Ord Menu		

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC09473

\$ 28,893 plus tax, title, lic.

27 ecobost

CNGP530

VEHICLE ORDER CONFIRMATION

04/17/18 11:34:06

==> Dealer: F58584

2018 F-150

Page: 2 of 2

Order No: 1040 Priority: F4 Ord FIN: QS031 Order Type: 5B Price Level: 835

Ord Code: 101A Cust/Flt Name: WHITEBEAR PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
57Q	REAR DEFROSTER	\$220	\$203.00	FUEL CHARGE		\$10.36
	AM/FM CD			B4A NET INV FLT OPT	NC	7.00
59S	LED SPOTLIGHTS	175	161.00	PRICED DORA	NC	NC
63T	TAILGATE STEP	375	345.00	DEST AND DELIV	1395	1395.00
76R	REV SENSING SYS	275	253.00			
86A	XL CHROME PKG	775	713.00	TOTAL BASE AND OPTIONS	43610	38544.36
	.CHROME BUMPERS			XL MID DISCOUNT	(750)	(691.00)
	.FOG LAMPS			XL DISCT CHROME APP	(500)	(460.00)
	.17" SILVER ALUM			TOTAL	42360	37393.36
91V	110V/400W	250	231.00	*THIS IS NOT AN INVOICE*		
924	PRIVACY GLASS	100	92.00			
942	DAY RUN LIGHTS	45	41.00			
96W	SPRAY- IN LINER	495	456.00			
	SP DLR ACCT ADJ		(1641.00)			
	SP FLT ACCT CR		(1126.00)			

F1=Help F2=Return to Order
 F4=Submit F5=Add to Library

F7=Prev
 F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC09473

Midway Ford Commercial
Fleet and Government Sales
 2777 N. Snelling Ave.
 Roseville MN 55113



Travis Swanson
 651-343-5212
tswanson@rosevillemidwayford.com

Fax # 651-604-2936

T-103
2018 F-150 4X4- Super Cab- 6.5' Box

Standard

Automatic Transmission
Air Conditioning
AM/FM Radio
Matching Full Size Spare Tire

40/20/40 Vinyl Seat
Dual Front Air Bags
4-Wheel ABS Brakes
Tilt Wheel

3.3L V6
Rubber Floor Covering
Bumpers w/Rear Step
Rear View Camera

Options	Code	Price	Select
101A Package	101A	\$2,075	x
(Power Windows, Locks, Mirros, CD, Sync, Cruise)			
2.7L EcoBoost	99P	\$916	x
10 Speed Auto	44G	N/C	x
Cloth 40/Console/40 Seat	WG	\$272	x
XL Chrome Package	86A	\$713	x
(Chrome Bumpers, Fog Lights, Aluminum Wheels)			
Trailer Hitch	53B	\$88	x
Running Boards	18B	\$231	x
Tailgate Step	63T	\$345	x
Heated Mirrors	54R	\$280	x
LED Mirror Spotlights	59S	\$161	x
110V Outlet 400W	91V	\$231	x
Privacy Glass	924	\$92	x
Rear Defrost	57Q	\$203	x
Reverse Sensing	76R	\$253	x
Spray-in Bedliner	96W	\$456	x
Daytime Running Light	942	\$41	x
Option Total		\$6,357	

Exterior Colors	Code	Select
Blue Jeans Metallic	N1	
Race Red	PQ	
Stone Gray Metallic	LQ	
Shadow Black	G1	
Magnetic Metallic	J7	
Ingot Silver Metallic	UX	
Oxford White	YZ	

Extended Service Contracts	Cost	Select
7 year/75,000 mile	\$2,570	
PremiumCare Warranty (Bumper to Bumper)		

Base Price	Totals
	\$22,841.92
Options Price Totals	\$6,357.00
Extended Warranty	
Transit Impr Excise Tax	
Tax Exempt Lic	
6.5% Sales Tax	
Document fee	
Sub total per vehicle	\$29,198.92
Number of Vehicles	1
Grand Total for all units	\$29,198.92

You must have a active FIN code to participate in this purchase contract : FIN code #

Purchase Order required prior to order placement

PO #

Name of Organization

Address

City, State, Zip

Acceptance Signature

Print Name and Title

Date

Contact Person/ Phone #

Contact's e-mail address and fax #



**Town Board Meeting
May 7, 2018**

Agenda Number: 7K – General Business

Public Works Director Item:

Subject: Fox Meadow Park Shelter – Approve Roof Rehabilitation Quote

Documentation: Staff Memo w/attachments

Action / Motion for Consideration:

Public Works Director Report at Meeting / Discuss

Based on Public Works Review & Recommendation Approve the Quote for the Fox Meadow Park Shelter Reroofing Project from American Eagle Home Improvement in the Amount of \$5,275.00 With Funding From the Park Improvement Fund

MEMORANDUM

Date: April 23, 2018

To: Town Board

From: Pete Tholen, Field Maintenance Supervisor; Dale Reed, Public Works Director

Re: Fox Meadow Park Shelter Roof Rehabilitation Quote Approval

Fox Meadow Park shelter was built in the summer of 1990 by Town staff. Since then the structural components of the shelter have been stained multiple times to prevent weathering and make it aesthetically pleasing. The asphalt shingle roof is now due for rehabilitation for several reasons. The first is simply the age of the existing asphalt shingle (28 years); secondly, some spot replacement of the roof decking and fascia will need to be completed due to moisture damage caused by the lack of a drip edge; and lastly there are structural bracing improvements needed to stabilize the shelter, as we have with previous shelter roof rehabilitations at Four Seasons and Eagle Park.

Public Works has received three quotes for removing the existing asphalt shingles, adding the required 2"X4" bracing, spot repair of the roof decking and fascia, installing standing seam steel roofing, installing steel gable ends to the roof and wrap the fascia in aluminum to make everything maintenance free. The three quotes are from American Eagle Home Improvement for \$5,275.00, SJ Anderson Construction for \$6,970.00 and Patriot Metal Roofing for \$7,107.50. Staff is recommending approving American Eagle Home Improvement.

The project is identified in the 2018-2027 Capital Improvement Plan (CIP). There is \$5,000.00 designated funding in Park Improvement Fund for this project. The remaining balance above the designated amount, would be provided by other CIP projects that came under the budget in 2018.

Action requested is to approve the quote, for the Fox Meadow park shelter reroofing project, from American Eagle Home Improvement for \$5,275.00.



2178 3rd Street
White Bear Lake, MN 55110
Telephone 763.420.3107
Lic. #BC669090

March 20, 2018
White Bear Township
1283 Hammond Rd
White Bear Lake MN 55110

Park Shelter Roof Proposal

- ▲ Provide all material and labor to complete project
- ▲ Tear off and disposal of shingles
- ▲ Install metal roofing underlayment
- ▲ Install dark green steel roofing and matching gable end
- ▲ Install matching fascia to sides
- ▲ Install bracing to bottom side of trusses as shown in plans
- ▲ Removal of all waste and debris after completion
- ▲ Clean work area

Total Package Price: \$5,275.00

All work to be completed in workmanship like manner, and done in accordance with all state and local building codes. This proposal includes all labor, materials and permits needed to complete the job.

Any alterations, deviations, addition or substitutions from the above specifications involving extra cost of labor or materials will become an extra charge over the sum stated in this contract. Extra work and materials payments due upon work completion.

AMERICAN EAGLE HOME IMPROVEMENT

ACCEPTANCE

You are hereby authorized to furnish all labor and materials required to complete the work listed in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal, and according to terms thereof.

Signature _____ Date _____

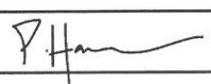
Kyle Baker or Mike Conway

Signature _____ Date _____



CONTRACT

6928 CORVALLIS AVE, CRYSTAL, MN. 55428
P: (612) 203 - 0098

Contract Submitted To		
Customer: Pete Tholen - City of White Bear Lake	Home Phone (651) 747-2776	Cell Phone
Street White Bear Parkway	Email pete.tholen@whitebeartownship.org	
City, State & Zip White Bear Lake, MN. 55110		
We hereby propose to furnish the labor and material necessary to complete the following project(s):		
<input type="checkbox"/> House <input type="checkbox"/> Garage <input type="checkbox"/> Building <input checked="" type="checkbox"/> Shed <input type="checkbox"/> Other _____		
Tear Off:		
<input checked="" type="checkbox"/> Protect walls and shrubs from roofing removal <input checked="" type="checkbox"/> Remove <u>1</u> layer(s) of existing roof system to roof deck, pull out remaining nails, and re-nail loose boards +\$10/layer <input checked="" type="checkbox"/> Perform a thorough inspection of the roof deck for: rotten or damaged wood, excessive gaps, and proper nailing		
Install:		
<input checked="" type="checkbox"/> If needed, replace rotten, damaged or excessively gapped roof boards/sheathing with: <ul style="list-style-type: none"> <input type="checkbox"/> OSB <input checked="" type="checkbox"/> Plywood <input type="checkbox"/> 1" x ___" standard pine; at a cost of \$ <u>70</u> per <input checked="" type="checkbox"/> Sheet <input type="checkbox"/> Foot; not included in price below <input checked="" type="checkbox"/> If roof needs a complete deck replacement, the cost is for the sum of \$ <u>910</u> ; <input checked="" type="checkbox"/> not included in price below <ul style="list-style-type: none"> <input type="checkbox"/> Install new self-adhering ice & water barrier, _____ ft. up on eaves and 3 ft. wide in valleys and _____ <input checked="" type="checkbox"/> Install new <input type="checkbox"/> 15# <input type="checkbox"/> _____ # <input checked="" type="checkbox"/> synthetic - roofing felt on remainder of roof deck <input checked="" type="checkbox"/> Install new EAVE TRIM around perimeter of roof at a length of <u>100</u> ft <input checked="" type="checkbox"/> Install new RAKE TRIM along rakes of building(s) at a length of <u>52</u> ft <input type="checkbox"/> Install new HIP CAPS along all hips of building(s) at a length of _____ ft <input type="checkbox"/> Install new VALLEY FLASHING along all valleys of building(s) at a length of _____ ft. <input type="checkbox"/> Install new RIDGE CAP <input type="checkbox"/> Non-Vented <input type="checkbox"/> Vented; <input type="checkbox"/> Existing <input type="checkbox"/> New Cut-In; at a length of _____ ft. <input checked="" type="checkbox"/> Install new SIDEWALL/ENDWALL/PARAPET FLASHING at a length of <u>26</u> ft. 		
Materials:		
Patriot Metal Roofing will install <input checked="" type="checkbox"/> Manufacturer: <u>Metal Sales</u> Style: <u>Classic Rib</u> Color: <u>Forest Green</u>		
<input checked="" type="checkbox"/> Materials come with a Manufacturer Warranty of: <u>25 Year Galvalume</u>		
<input checked="" type="checkbox"/> Patriot Metal Roofing guarantees workmanship for 5 years against leaks, except for building structure changes, severe weather, etc.		
Additional Details:		
Add 2x4 bracing to underside to stabilize building - per TKDA recommendations. Treated lumber used		
We hereby propose to furnish the labor and material in accordance with the above specifications, for the sum of:		
		\$ <u>7107.50</u>
<small>Payment Terms (Please make checks payable to Patriot Metal Roofing) 50% paid down on start date, and remaining balance upon completion. Interest at the rate of 8% of the outstanding principal balance will be charged monthly on any balances not paid within 15 days of when due. Customer will be responsible for any charges or late fees paid by Contractor in order to collect this debt, including but not limited to attorney fees and/or court costs. Acceptance of Contract: The above prices, specifications and conditions are satisfactory and are hereby accepted. Patriot Metal Roofing is authorized to do the work specified above. Payments will be made as outlined under "Payment Terms." This contract is subject to management approval and may be rejected with notice given to the property owner. No verbal agreements will be honored, no exceptions. Patriot Metal Roofing must be allowed to complete the work within a 90-day period unless noted otherwise. PLEASE READ BACK OF CONTRACT BEFORE SIGNING.</small>		
Customer Signature: _____		Date: _____
Representative Signature: 		Date: <u>04/18/2018</u>
This proposal may be withdrawn if not accepted within <u>30</u> days.		

Terms & Conditions

Pre-Lien Notice: Minnesota Statute 514.011

“(a) Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for their contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.”

Right to Cancel: Minnesota Statute Section 325G.06. If you have been solicited by Patriot Metal Roofing – after signing this contract, you have a 3-day right of rescission from the date of this contract to cancel without further obligation. Please mail your hand-written notice to the address listed on the top of our contract. If you have not been solicited by Patriot Metal Roofing, you do not have a 3-day right of rescission. This contract is a legally binding contract when signed by property owner/manager. In the event the property owner/manager cancels contract after it has been accepted, property owner agrees to pay 20% of the total contract amount or \$200 (whichever is greater) to Tacheny Exteriors. No Exceptions.

Warranty: Repair work does not come with a workmanship warranty. Repairs are an effort to remedy pre-existing problems, and are often tied in to the workmanship and performance of others. If a warranty is needed, please ask your sales person for details on how to attain a certification and warranty from Patriot Metal Roofing.

Conditions: All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from the 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 are contingent upon strikes, accidents or delays beyond our control. The property owner is to carry fire, tornado and other necessary insurance.

Disclaimer: By signing this contract I hereby agree that Patriot Metal Roofing is not and will not be held responsible for any of the following damages or occurrences: loose plaster or drywall in the home, damage to wall hangings, sidewalk or driveway cracking and other damage, delays beyond our control including poor weather conditions, roof debris falling through roof boards into attic, different product lot numbers, condensation or ice dam damage, or any unpreventable problems from the construction process or as a result of poor property maintenance.

Notice to Property Owner: Our workers are fully covered by Workmen’s Compensation Insurance as applicable. During the course of repair work on your home there may be some normal vibration taking place. Please remove any items from the walls or work area, prior to our repairs being made. If you have any special landscaping items, please remove or protect them as well. In the event the materials or colors specified or chosen become unavailable, Patriot Metal Roofing reserves the right to use substitute materials of equal value; colors may not be an exact match on repair work or partial replacement. All left over material is property of Patriot Metal Roofing. We are strongly focused on customer care and want our customers to be well informed about the construction process. If you have any questions, please ask them.

Maintenance: Customer is responsible for the proper maintenance and upkeep of their home or building. Any issues caused by a failure to maintain home or building, are not the responsibility of Patriot Metal Roofing.

Mold Notice & Waiver: If you notice mold in your home, please consider any and all sources. Mold is a type of fungus; it occurs in the environment and is necessary for the decomposition of plants and organic material. Mold can be spread by spores and is everywhere. Building materials and building construction cannot be designed to exclude mold spores in the normal and ordinary course. Mold can occur as a result of many things including but not limited to: excess bathroom and kitchen moisture, plumbing, heating and air conditioning systems, poor building design and ventilation, and various daily living activities. Simply put, please stay on top of your moisture levels and ventilation; you will greatly reduce the chances of mold growth.

We make no representation of warranty, expressed, implied or otherwise, regarding mold, fungus, bacteria, or other biological materials or organisms. You, our customer, hereby waive any form of damage or claim whatsoever arising from any investigation, removal, loss of use, personal injury or property damage in associated with mold, fungus, bacteria, or other biological organisms. This waiver is provided by you in part consideration for our performance of construction work for you.

PROPOSAL

SJ Anderson Const. Inc.

9 East Gilfillan Rd. N. Oaks MN 55127

MN.lic. # BC062802

Residential & Commercial

612/986/5372

s scott@sjandersonconstruction.com

www.sjandersonconstruction.com Bonded©
Insured©

"Quality From Start To Finish"

Client: White Bear Township
Contact: Peter Tholen
Phone: 651-747-2776

Date: 01/30/18

Job Address: 4230 white bear parkway WBLK TOWNSHIP MN

Project: Park Shelter Roof

**** ALL LABOR, MATERAILS, PERMITS, DUMPSTER AND BROOM CLEAN SITE
ARE INCLUDED (unless noted otherwise) ****

We will remove existing roofing, tarpaper and also siding on gables, and remove from site.
The new metal roof and siding/fascia will match the one in Eagle Park as close as possible
20lb felt will be used for underlayment, 3' of ice and water will be applied on low sides of roof
2x4 Bracing as shown on supplied drawing, will be completed.

TOTAL JOB COST = \$ 6970.00

PAYMENT SCHEDULE:

50% payment upon delivery of materials, Balance upon completion

Job Length:

Project will take 1 to 2 weeks after materials are delivered. Delays could be caused by weather, special order. Materials Delay or any extra unforeseen work wanted or required

CHANGE ORDER/EXTRA WORK

**ANY UNFORSEEN OR EXTRA WORK WANTED BY OWNER, OR REQUIRED BY CITY INSPECTOR THAT IS NOT IN THIS PROPOSAL, WILL BE CONSIDERED A CHANGE ORDER. COST WILL BE BASED ON TIME AND MATERIALS AT \$65.00 PER HOUR, AND SUBCONTRACTOR COSTS (IF NEEDED), WITH 20% ADDED TO TOTAL COST FOR OVERHEAD AND PROFIT. A VERBAL AGREEMENT, AND OR CHANGE ORDER WILL BE WRITTEN UP, COST AGREED BE HOMEOWNER AND GENERAL CONTRACTOR, SIGNED OFF BY BOTH PARTIES AND PAID IN FULL AT TIME OF AGREEMENT OR SIGNED CHANGE ORDER.

CONTRACTOR PRE LEIN NOTICE TO OWNERS=

(A) ANY PERSONS OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LEIN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LEIN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the 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, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized

Signature _____

Note: This proposal may be Withdrawn by us if not accepted within 10 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Signature: X _____

Date of Acceptance: X _____



**Town Board Meeting
May 7, 2018**

Agenda Number: 7L – General Business

Public Works Director Item:

Subject: Vehicle Gateway Base Station for Automated Meter Reading – Approve Joint Purchase with the City of Hugo

Documentation: Staff Memo / w attachments

Action / Motion for Consideration:

Public Works Director Report at Meeting / Discuss

Based on Public Works Review & Recommendation Approve the Quote & Authorize the Cost Share Purchase with the City of Hugo of 1 Vehicle Gateway Base Station, With Laptop, Software, GPS, Ramsey County Mapping Module, Set Up & Training for \$10,125.00 With Funding From the Water Fund

MEMORANDUM

Date: April 24, 2018

To: Town Board

From: Dale Reed, Public Works Director

Re: Cost Share Purchase with the City of Hugo of a Vehicle Gateway Base (VGB) Station for Automated Meter Reading (AMR).

The Town currently reads the water meters using a handheld devices. Staff has been considering a request, to the Town Board, of the purchase of another handheld model 6502 GB, identical to the one purchased in 2016 for \$6,500.00. Recently, the City of Hugo and staff discussed the possibility of jointly purchasing a VGB to be shared between both communities for AMR. The VGB can be placed in the passenger side, or in a rear seat, of a vehicle with an portable antenna mounted on the exterior. The VGB is connected to a laptop in the vehicle that has a screen with a GIS map that has each of the radio read locations shown. All the radio read locations are marked with a red dot and when the meter is successfully read the dot turns green. The meter reader can then try a reread by moving closer to the red dot indicated on the map. If a read is still not taken, the meter reader can then visit the site to troubleshoot the failed read. The VGB will allow Utility Billing to upload all the meter read routes into it. The handheld unit has only the capacity of one route loaded at a time.

Staff is recommending the purchase of a VGB to expedite reading time, which in turn will expedite Utility Billing processing time. Currently meter reading is completed within two days with 3 meter readers. With the VGB reading should be completed by one meter reader in under a day. This would allow more time for staff to troubleshoot the missed/failed meter reads.

The expected operational life is 15 years. With a payback period of less than two years, based upon a quarterly savings of \$1,520.00. The payback estimate is based on the reduction of staff and vehicle time from the current method of reading.

Funding will be provided by the Town's Water Fund.

Town Board actions are to approve the quote and authorize the cost share purchase, with the City of Hugo, of 1 Vehicle Gateway Base Station, with laptop, software, GPS, Ramsey County Mapping Module, Set Up and Training for \$10,125.00 with funding to be provided by the Water Fund.



Formerly HD Supply Waterworks

Bid Proposal for VGB Upgrade/WBT & Hugo

WHITE BEAR TOWNSHIP
Job Location: White Bear Township, MN
Bid Date: 02/06/2017 03:00 p.m.
Core & Main Bid #: 247209

Core & Main
15800 W 79th St
Eden Prairie, MN 55344
Phone: 952-937-9666
Fax: 952-937-8065

Table with 6 columns: Seq#, Qty, Description, Units, Price, Ext Price. Rows include equipment packages and mapping modules.

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include Core & Main LP and / or any parent, subsidiary or affiliate of Core & Main LP (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Seller expressly reserves its right to file liens if payment is not received for its materials and expressly disclaims any waiver of lien rights language which may be contained in any future agreements between the Parties hereto. Seller reserves all rights to invoice and be paid for materials provided to Buyer and any terms contained in any of Buyer's purchase orders or other documents that purport to limit in any way the time or manner within which Seller may invoice are hereby waived by Buyer.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to Core & Main LP or to any affiliate, parent or subsidiary of Core & Main LP.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the state where the applicable project is located without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement may be brought in the applicable federal or state court where the project is located, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.



**Town Board Meeting
May 7, 2018**

Agenda Number: 7M – General Business

Subject: Solicitor License Request – Custom Remodelers, Inc.

Documentation: Staff Memo / attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff review and recommendation authorize issuance of a Solicitor's License to Custom Remodelers, Inc., 474 Apollo Drive, Lino Lakes, Minnesota, subject to the following:

1. Only the following individuals are granted permission to solicit under this License:

Devin Sellin	Carter Nelson
Alyssa Smith	Alexander Swenson
Thomas Bannochie	Avery Petersen
Dakotah Schulte	Kayla Dietsch

OPTIONS:

2. The license shall be valid for a period of thirty (30) days from the date of issuance.
2. The license shall be valid for a period of thirty (30) days from the date of issuance with auto renewal for additional thirty (30) day periods for a maximum of six (6) months provided no complaints have been received and payment of the monthly \$35.00 is received.

3. Hours of solicitation shall only be:

2:00 p.m. – 8:00 p.m., Monday through Friday

9:00 a.m. – 2:00 p.m., Saturday

4. No solicitation shall be allowed on property displaying a sign stating “No Peddlers, Solicitors or Transit Merchants” or a comparable statement.

** Custom Remodelers, Inc., received a solicitor license in 2015 and no complaints were received at that time.

** In October of last year the Town Board approved automatic renewals of a solicitor license with no complaints.

Minutes
Town Board Meeting
October 2, 2017

SOLICITOR LICENSE REQUEST – COMCAST/XFINITY: The Clerk reported that Comcast/Xfinity, 10 River Park Plaza, St Paul, has submitted a request for a 30-day solicitor’s license in the Township, specifically for Ronda Ross. The Town has certain requirements for consideration of a solicitor’s license, including a completed application; proof of any county license if applicable; payment of a license fee; and a background check performed.

Staff noted that all requirements have been met and that a background check was performed and is clear.

Staff recommends that a solicitor’s license be issued for Ronda Ross with the following conditions: 1) the license shall be valid for 30 days, with automatic thirty day renewals provided no complaints have been received, with a maximum of three renewals, with notification by applicant if they want to continue; hours of solicitation shall be 9:00 a.m. – 8:00 p.m. weekdays, with no Sunday solicitations; 3) no solicitation shall be allowed on property displaying a sign stating “No Peddlers, Solicitors or Transit Merchants” or a comparable statement (the Township provides small placards); and that Township issued lanyards with Township license attached shall be worn at all times while soliciting. The Clerk noted that the wording relating to automatic renewal is new in that Comcast wishes to possibly solicit more than one month rather than having to come to the Board each month to renew. The \$35/month fee would be collected however. Kermes asked if Comcast wanted to add other solicitors if they would have to come to the Township and complete an application. The Clerk stated that is correct.

Prudhon moved, based on Staff review and recommendation to authorize issuance of a Solicitor’s License to Ronda Ross of Comcast/Xfinity, 10 River Park Plaza, St. Paul, Minnesota 55107, subject to the following: **1) The license shall be valid for an initial period of thirty days with automatic thirty day renewals provided no complaints have been received, with a maximum of three renewals;** 2) Hours of solicitation shall only be: 9:00 a.m. – 8:00 p.m. and no Sunday solicitation; 3) No solicitation shall be allowed on property displaying a sign stating “No Peddlers, Solicitors or Transit Merchants” or a comparable statement; 4) Township lanyards shall be worn at all times while soliciting. Kermes seconded. Ayes all.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: APRIL 27, 2018

SUBJECT: SOLICITOR LICENSE REQUEST

Custom Remodelers, Inc., 474 Apollo Drive, Lino Lakes, Minnesota, has submitted a request for a 30-day solicitor's license in White Bear Township.

Ordinance No. 37 sets forth the procedures that need to be followed for issuance of a solicitor/peddler license. It states:

Determine type of license needed:

Custom Remodelers falls under the definition of "solicitor" as stated in the Ordinance:

"SOLICITOR. A person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place, for the purpose of obtaining or attempting to obtain orders for goods, ware, products, merchandise, other personal property or services of which he or she may be carrying or transporting samples, or that may be described in a catalog or by other means, and for which delivery or performance shall occur at a later time. The absence of samples or catalogs shall not remove a person from the scope of this provision if the actual purpose of the person's activity is to obtain or attempt to obtain orders as discussed above."

License application form and completed Releases from all prospective solicitors must be received.

The applicant has completed the License Application and submitted it to the Town along with signed Releases from each individual who will be soliciting.

Applicant shall show proof of County license if applicable (transient merchant only).

N/A

Payment of fee.

The applicant has paid the \$35.00 license fee as set forth in Ordinance No. 54 (Fees & Charges).

The applicant would like to solicit longer than one month.

Background Check.

I have received the background check from the Ramsey County Sheriff's Office (see distribution file) and each individual is clear.

Requested Action:

Based on Staff review and recommendation authorize issuance of a Solicitor's License to Custom Remodelers, Inc., 474 Apollo Drive, Lino Lakes, Minnesota, subject to the following:

1. Only the following individuals are granted permission to solicit under this License:

Devin Sellin	Carter Nelson
Alyssa Smith	Alexander Swenson
Thomas Bannochie	Avery Petersen
Dakotah Schulte	Kayla Dietsch

OPTIONS:

2. The license shall be valid for a period of thirty (30) days from the date of issuance.
2. The license shall be valid for a period of thirty (30) days from the date of issuance with auto renewal for additional thirty (30) day periods for a maximum of six (6) months provided no complaints have been received and payment of the monthly \$35.00 is received.
3. Hours of solicitation shall only be:

2:00 p.m. – 8:00 p.m., Monday through Friday
9:00 a.m. – 2:00 p.m., Saturday
4. No solicitation shall be allowed on property displaying a sign stating "No Peddlers, Solicitors or Transit Merchants" or a comparable statement.

** Custom Remodelers, Inc., received a solicitor license in 2015 and no complaints were received at that time.

PSW/s
cc:admin.file
b:customerremoderlers

RECEIVED
APR 23 2018
TOWN OF WHITE BEAR



LICENSE APPLICATION

Application for: _____ Peddler License
 X _____ Solicitor License
 _____ Transient Merchant License

_____ Initial Application OR _____ Renewal Application

Dates you intend to conduct business in the Town of White Bear: _____

Number of days you will conduct business in the Town: _____

APPLICANT

Devin Verlin Sellin
Full Legal Name

Any other names/aliases under which you conduct business or officially answer

M5331519811
Driver's License or MN I.D. Number

Physical Description:

Blue Blonde 6'1" 240
Eye Color Hair Color Height Weight

12420 Tyler St NE Blaine MN 55434 763-228 9174
Permanent Residence Address Residence Telephone Number

Circle one:

I have have not been convicted within the last five years of a felony, gross misdemeanor, or misdemeanor for violation of any state or federal statute or any local ordinance (other than misdemeanor traffic offenses).

VEHICLE INFORMATION (Please include information for all vehicles to be used in conjunction with the license)

Ford E350 2015
Make Model Year
White YBN 4579 1FBNE3BL1EDA 97715
Color License Plate Number/State Vehicle Identification Number

APPLICANT'S BUSINESS INFORMATION

Custom Remodelers inc. 474 apollo drive Inokles MN55014
Business Name Address Telephone Number
41-1676402 612-581-8313
Minnesota Sales Tax I.D. Number

A Minnesota Sales Tax ID Number can be obtained through the Minnesota Department of Revenue at (651) 282-5225.

Full legal name of any and all business organizations owned, managed or operated by you or for which you are an employee or agent: Custom Remodeler inc.

Any and all address(es) and telephone numbers where you can be reached while conducting business in the Town, including a location if you are a transient merchant and intend to set up business: door to door in city limits
612-581-8313 763-228-9174

Type of business to be conducted and/or items to be sold (attach an additional sheet if necessary): Appointment setting for free estimates
on exterior remodeling

Description of how and where the business is to be conducted: door to door
in city limits talking to people about getting
estimates on remodeling

Proposed hours/days of operation: _____

List all other individuals to be covered by the license or all individuals accompanying you while conducting the business place-to-place: See attached I.D.S

Please list the three most recent townships and/or cities where you have conducted business as a peddler, solicitor or transient merchant: White Bear MN,
Brooklyn park MN, Minneapolis mn

If you are applying for a transient merchant license, please attach written permission from the property owner or the property owner's agent for any property to be used by your business to this Application.



**Town Board Meeting
May 7, 2018**

Agenda Number: 7N – General Business

Subject: Northwoods Entertainment, LLC d/b/a Emagine White Bear – On-Sale & Sunday Liquor License Request

Documentation: Staff Memo / attachments

Action / Motion for Consideration:

Report at Meeting / Discuss

1. Approval of the On-Sale & Sunday Liquor License for Northwood Entertainment, LLC d/b/a Emagine White Bear, 1180 County Road J, White Bear Township, Minnesota 55127, for the period of May 7, 2018 through December 31, 2018.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: MAY 2, 2018

SUBJECT: EMAGINE THEATRE LIQUOR LICENSE

Northwood Entertainment LLC, d/b/a Emagine White Bear, has applied for an On-Sale and Sunday liquor license. In accordance with Ordinance No. 32 (Liquor), the following items have been received:

- All applicable licensing forms have been completed and received by the Township along with the \$3,000.00 license fee
- A background check has been performed by the Ramsey County's Sheriff's Office and it was clear and the application has been signed off by the Sheriff's Office
- A certificate of insurance listing White Bear Township as the certificate holder

Ordinance No. 32 also requires restaurants to have seating for at least 100 guests at one time and that 50% of the gross sales of the establishment are attributable to food sales.

The theatre greatly exceeds that 100 minimum seating and the foods sales will not be an issue.

Requested Town Board Action:

1. Approval of the On-Sale & Sunday Liquor License for Northwood Entertainment, LLC d/b/a Emagine White Bear, 1180 County Road J, White Bear Township, Minnesota 55127, for the period of May 7, 2018 through December 31, 2018.
2. Authorize signature of the license by the Town Clerk.
3. Authorize staff to forward the liquor license renewal information to the State Alcohol & Gambling Enforcement Division for filing.

PSW/s
cc:admin/add.file
b:emagine2018

March 21, 2018

RECEIVED
APR 20 2018
TOWN OF WHITE BEAR

Ms. Patti S. Walstad
White Bear Township
1281 Hammond Road
White Bear Township, MN 55110

Re: Northwoods Entertainment, LLC d/b/a Emagine White Bear

Dear Ms. Walstad:

Please be advised that our office represents Northwoods Entertainment, LLC d/b/a White Bear Township in connection with their application for an on-sale liquor license for their locatino at 1180 Country Road J.

Enclosed herein for filing, please find the following:

1. Application for Liquor License;
2. License Applicant Information;
3. Certification of Compliance – Minnesota Worker's Compensation Law;
4. AGED – Application for County On-Sale Liquor License;
5. AGED – Application for Retailer Buyer's Card;
6. Release of Information for Jon Goldstein;
7. AGED – Certification of On-Sale Liquor License with Sunday Sales;
8. Application for Optional 2AM License;
9. Check in the amount of \$3,000 for the license fee.

Please note that I will send the insurance certificate in the next few days.

If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

BECKER LAW FIRM, P.A.



Katherine E. Becker
Enclosures



Application for Liquor License

Type of License Applied for:

On-Sale Liquor License <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal	Sunday On-Sale Liquor License <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal	Wine License <input type="checkbox"/> New <input type="checkbox"/> Renewal
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To The Town Board of the Town of White Bear:

Pursuant to the provisions of the Minnesota Intoxicating Liquor Act and Ordinances of the Town of White Bear, Northwoods Entertainment, LLC, with principal offices located at 6632 Telegraph Rd. #193, Bloomfield Hills, MI, hereby applies for a Liquor License for the period commencing first on the 15th day of May, 2018, and ending last on the 31st day of December, 2018, to sell intoxicating liquors as defined by law at retail only for consumption "**On The Premises**" at the Emagine White Bear located at 1180 County Rd. J. in the Town of White Bear, which the applicant controls and operates, and to that end hereby represents and states as follows:

- (1) The premises for which the applicant seeks a license is an establishment having a manager and a room with appropriate tables and chairs for serving guests in which food is served; and,
- (2) The applicant is a Minnesota corporation and has not been convicted of any willful violation of any law of the United States, or of the State of Minnesota, or of any local Ordinance, with regard to the manufacture, sale, distribution, or possession for distribution for sale of intoxicating liquors, and no license issued to the applicant under the provisions of the Minnesota Intoxicating Liquor Act has ever been revoked; and,
- (3) No manufacturer or wholesaler will own or control, or has any financial interest in, the business of selling intoxicating liquors at retail on said premises, nor power to exact or require the applicant, by contract, understanding or otherwise, to handle or sell only the products of such manufacturer or wholesaler; and,
- (4) No other retailer's license has been issued, directly or indirectly, to the applicant or for said premises (other than a tobacco license); no license of a class other than hereby applied for has been issued to any person at said premises; and said premises are neither owned nor controlled by any person to whom no license could be issued; and
- (5) Said premises are not within any area within which the sale of non-intoxicating liquors is prohibited by the laws of the State of Minnesota, the provisions of any charter, ordinance, or special law, or through zoning ordinances, proceedings, or legal process regularly held for that purpose; and

(6) The applicant hereby agrees that any license granted pursuant hereto shall be nontransferable without consent of the Town Board; and that the applicant will keep said license posted in a conspicuous place in said premises; and,

(7) The name and address of each shareholder of the applicant and the number of shares owned by each is as follows;

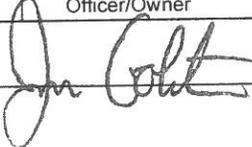
Name	Address	# of Shares Owned	Date of Birth
Jon Andrew Goldstein	850 Harsdale Road, Bloomfield Hills, MI 48302	50%	04/25/1970
Lauren Fenton Goldstein	850 Harsdale Road, Bloomfield Hills, MI 48302	50%	10/28/1973

*Attach Additional List of Necessary

(8) The name and address of each officer of the applicant and the office held by each is as follows:

Name	Address	Title	Date of Birth
Jon Andrew Goldstein	850 Harsdale Road, Bloomfield Hills, MI 48302	Officer	04/25/1970
Lauren Fenton Goldstein	850 Harsdale Road, Bloomfield Hills, MI 48302	Officer	10/28/1973

The undersigned certifies that all information provided in this application is true and accurate and that he/she is properly credentialed to make this application.

Name (Print)	Title (Print)	Date
Jon Andrew Goldstein	Officer/Owner	4/13/18
Signature: 		

To Be Completed By Office:		
Date Request Received	<u>4-20-18</u>	
By <u>P. Waldstedt</u> (Staff Member)	\$2,800.00 On-Sale Fee Received	<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No
	\$200.00 Sunday On-Sale Fee Received	<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No
	\$1,400.00 Wine License Fee Received	<input type="checkbox"/> Yes / <input type="checkbox"/> No



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 444 Cedar Street, Suite 133, St. Paul, MN 55101-5133
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555
 www.dps.state.mn.us

Application for Optional 2 AM Liquor License

License type code: 2AM License Expiration Date _____ ID# _____
 (For Office Use Only)

Licensee Name: Northwoods Entertainment, LLC
 Trade Name: Emagine White Bear
 Licensed Location Address: 1180 County Road J
 City, State, Zip Code: White Bear Township, MN 55038
 Business Phone: 651-653-3243

If the above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Partner/Officer Name	(First Middle Last)	DOB	Social Security #	Home Address
<u>Jon Andrew Goldstein</u>		<u>04/25/1970</u>		<u>6632 Telegraph Road #193, Bloomfield Hills 48301</u>
<u>Lauren Fenton Goldstein</u>		<u>10/26/1973</u>		<u>6632 Telegraph Road #193, Bloomfield Hills 48301</u>
Partner/Officer Name	(First Middle Last)	DOB	Social Security #	Home Address

Licensee must report previous 12 month on sale alcoholic beverage gross receipts by checking one of the boxes below. Next to the box you check is your 2 AM license fee. Make check payable to: **Alcohol and Gambling Enforcement Division (AGED)**. Mail this application and check to : AGED, 444 Cedar St., Suite 133, St. Paul, MN 55101-5133.

- \$300 2 AM license fee - Up to \$100,000 in on sale gross receipts for alcoholic beverages
- \$750 2 AM license fee - Over \$100,000, but not over \$500,000 in on sale gross receipts for alcoholic beverages
- \$1,000 2 AM license fee - Over \$500,000 in on sale gross receipts for alcoholic beverages
- \$200 2 AM license fee - 3.2% On Sale Malt Liquor licensees or Set Up license holders
- \$200 2 AM license fee - Did not sell alcoholic beverages for a full 12 months prior to this application

Yes No Does your city or county licensing official allow the sale of alcoholic beverages until 2 AM?

City Clerk/County Auditor Signature _____ Date _____

(I certify that the city or county of _____ approves the sale of alcoholic beverages until 2 AM)

Licensee Minnesota Tax ID Number (Required) 4639637

Licensee Signature [Signature] Date 4/13/18
 (I certify that I have answered the above questions truthfully and correctly)

Licensee: Prior to submitting this application to the Alcohol and Gambling Enforcement Division, it must be signed by your local city or county licensing official.



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

Print Form

**APPLICATION FOR COUNTY ON-SALE
 INTOXICATING LIQUOR LICENSE**

No license will be approved or released until MN Alcohol and Gambling Enforcement receives the \$20 retailer ID card fee.
 To apply for MN Sales tax number call 651-296-6181

Workers compensation insurance company name Technology Ins. Co. Policy Number TWC3571518
 Licensee's MN sales and Use Tax ID # 4639637 Licensee's Federal Tax ID # 81-2886442

Applicants Name (Business, Partnerships, Corporation) <u>Northwoods Entertainment, LLC</u>		DOB	SSN	Trade Name or DBA <u>Emagine White Bear</u>
Business Address <u>1180 County Road J</u>		Business Phone <u>651-653-3243</u>		Applicant's Home Phone
City <u>White Bear Township</u>	County <u>Ramsey</u>	State <u>MN</u>	Zip Code <u>55038</u>	License Period From _____ To <u>12/20/2018</u>
Give information requested below for all partners, or the officers and directors of a partnership or corporation, and the percent of stock held by each officer if applicable.				
Name, title, and percent ownership <u>Jon Andrew Goldstein - Officer - 50%</u>		Address <u>6832 Telegraph Road, #193, Bloomfield Hills, MI 48301</u>		DOB <u>04/25/1970</u>
Name, title, and percent ownership <u>Lauren Fenton Goldstein - Officer - 50%</u>		Address <u>6832 Telegraph Road, #193, Bloomfield Hills, MI 48301</u>		DOB <u>10/26/1973</u>
Name, title, and percent ownership		Address		DOB
Name, title, and percent ownership		Address		DOB
Date of incorporation <u>June 7, 2016</u>	State of incorporation <u>Michigan</u>	Certificate Number	Is corporation authorized to do business in Minnesota? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Purpose of corporation <u>Food and Beverage Sales and Theatre</u>		If a subsidiary of another corporation, give name		
Describe the premises to be licensed <u>Restaurant and bar areas as well as the auditoriums</u>				
Floor establishment is located on <u>First</u>	Number of restaurant employees <u>80-100 - 20 per shift</u>	Seating capacity <u>50 in lobby 127 in auditoriums</u>	Hours food will be available <u>All open hours</u>	
Number of months per year establishment will be open <u>12</u>		Name of manager <u>Dale Haider</u>		
If the restaurant is in conjunction with another business (resort etc.), describe business				
Name the nearest municipality on sale licenses are issued. <u>White Bear Township</u>				

Yes No Has applicant, partners, officers or employees ever had any felony convictions or liquor law violations in Minnesota or elsewhere. If so, give names, dates, violations and final outcome details.

Yes No Is the applicant or any of the associates in this application a member of the county board or the city council, which will issue this license? If yes, in what capacity? _____
 (if the applicant is the spouse of a member of the governing body, or another family relationship exists, the member shall not vote on this application.)

Yes No Have the applicants any interests, directly or indirectly, in any other liquor establishments in Minnesota? If yes, give name and address of establishment.
See attached list

Yes No During the past license year, has a summons been issued under the liquor civil liability (Dram Shop)(M.S. 340A.802). If Yes, attach copy of the summons.

Yes No Will you serve liquor on Sunday? Amount of Sunday license fee _____

Yes No Is this establishment located in an organized township? If so, attach township approval.

Yes No Has a restaurant license been issued by the state or local health department for this establishment?

I CERTIFY THAT I HAVE READ THE ABOVE QUESTIONS AND THAT THE ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Jon Goldstein
Name of applicant (please print or type) Jon Goldstein
Signature of Applicant 4/13/18
Date

The licensee must have one of the following:

Liquor liability insurance (Dram Shop) \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. Attach "CERTIFICATE OF INSURANCE" to this form.

A surety bond from a surety company with minimum coverage as specified above.

A certificate from the state treasurer that the licensee has deposited with the state, trust funds having a market value of \$100,000 or \$100,000 in cash or securities.

IF LICENSE IS ISSUED BY THE COUNTY BOARD, REPORT OF COUNTY ATTORNEY

Yes No I certify that to the best of my knowledge the applicants named above are eligible to be licensed. If no, state reason.

Signature County Attorney County Date

REPORT BY POLICE OR SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates, named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota, Municipal or County ordinances relating to intoxicating liquor, except as follows:

Teal Wells Sheriff's Dept / Undersheriff 4-30-18
Signature Department and Title Date

IMPORTANT NOTICE

ALL RETAIL LIQUOR LICENSEES MUST REGISTER WITH THE ALCOHOL, TOBACCO TAX AND TRADE BUREAU.
FOR INFORMATION CALL 513-684-2979 OR 1-800-937-8864

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100% of the value of the check, whichever is greater, plus interest and attorney fees.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
 1) City issued on sale intoxicating and Sunday liquor licenses
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License White Bear Township License Period From: _____ To: _____

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ _____ Sunday License fee: \$ _____ 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: Northwoods Entertainment, LLC DOB _____ Social Security # _____
(corporation, partnership, LLC, or Individual)

Business Trade Name Emagine White Bear Business Address 1180 County Road J City White Bear Township

Zip Code 55038 County Ramsey Business Phone 651-653-3243 Home Phone _____

Home Address 6632 Telegraph Rd. #193 City Bloomfield Hills, MI 48301 Licensee's MN Tax ID # 4639637
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # 81-2886442
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

<u>Jon Andrew Goldstein</u>	<u>04/25/1970</u>	<u>6632 Telegraph Rd. #193 Bloomfield Hills, MI 48301</u>
Partner/Officer Name (First Middle Last)	DOB	Home Address
<u>Lauren Fenton Goldstein</u>	<u>10/28/1973</u>	<u>6632 Telegraph Rd. #193 Bloomfield Hills, MI 48301</u>
(Partner/Officer Name (First Middle Last))	DOB	Home Address
Partner/Officer Name (First Middle Last)	DOB	Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:
 Workers Compensation Insurance Company Name: Technology Ins. Co. Policy # TWC3571518

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.
 City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.



CERTIFICATION OF COMPLIANCE MINNESOTA WORKER'S COMPENSATION LAW

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

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

Insurance Company Name: Technology Insurance Co.
(NOT the insurance agent)

Policy #: TWC3571518

Dates of Coverage: 07/01/2017 to 07/01/2018

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

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

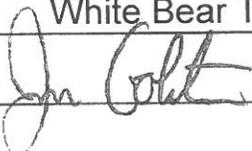
I certify that the information provided above is accurate and complete and that a valid Workers' Compensation policy will be kept in effect at all times as required by law.

Name: Goldstein Jon Andrew
(Last) (First) (Middle)

Doing Business As: Emagine White Bear Township 651-653-3243
(Business name if different than your name) Phone

Business Address: 1180 County Road J

White Bear Township, MN 55038

Signature:  Date: 4/13/18

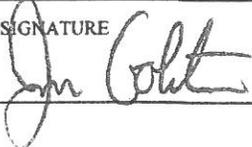


DEPARTMENT OF PUBLIC SAFETY
 ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 445 Minnesota Street Suite 222
 St. Paul, MN 55101
 Phone (651) 201-7507 TDD (651) 282-6555
 Fax (651) 297-5259

CARD NUMBER

(Office Use Only)

APPLICATION FOR RETAILER'S (BUYER'S) CARD FOR LIQUOR AND WINE
 PLEASE RETURN THIS APPLICATION WITH FEE \$20.00

ISSUING AUTHORITY White Bear Township	TYPE CODE	BUYER'S CARD EXPIRES	IDENTIFICATION #
PRINT NAME OF LICENSEE (AS SHOWN ON LICENSE) Northwoods Entertainment, LLC		BUSINESS NAME (DBA) Emagine White Bear	
BUSINESS ADDRESS 1180 County Road J		COUNTY Ramsey	BUSINESS PHONE 651-653-3243
CITY, STATE, ZIP CODE White Bear Township, MN 55038		AUTHORIZED SIGNATURE 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2018

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

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

PRODUCER Brown & Brown of Detroit 35735 Mound Road Sterling Heights MI 48310	CONTACT NAME: Cheryl Hamilton PHONE (A/C, No, Ext): (586) 977-6300 E-MAIL ADDRESS: chamilton@bbdetroit.com FAX (A/C, No): (586) 977-6780																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	Travelers Property Casualty Company of America	25674	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Northwoods Entertainment, LLC PO Box 841 Troy MI 48099																					

COVERAGES **CERTIFICATE NUMBER:** CL1841307363 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPO1071613-00	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben \$ 1MM/3MM COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CPO1071613-00	10/01/2017	10/01/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP81M67556	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC107129300	04/01/2018	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Emagine White Bear Township 1180 County Road J, White Bear Township, MN 55038.
 White Bear Township is included as Additional Insured as required by written contract. The Liquor Liability Policy is continuous until cancelled.

CERTIFICATE HOLDER White Bear Township 1281 Hammond Road White Bear Township MN 55110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Brian Plazal

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

EMAGINE
NORTHWOODS ENTERTAINMENT, LLC
DBA EMAGINE THEATRES
6632 TELEGRAPH ROAD #193
BLOOMFIELD HILLS, MI 48301

3598

DRAKE BANK
60 EAST PLATO BLVD SUITE 100
ST. PAUL, MN 55107
22-1723/960

4/13/2018

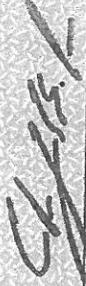
PAY TO THE ORDER OF
White Bear Township

\$ **3,000.00

Three Thousand and 00/100*****

DOLLARS

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



AUTHORIZED SIGNATURE

MEMO

Liquor License Fee

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈003598⑈ ⑈096017230⑈ 3514908⑈

NORTHWOODS ENTERTAINMENT, LLC / DBA EMAGINE THEATRES

White Bear Township

3598

4/13/2018

Liquor License Fee

3,000.00

Drake Bank - General Liquor License Fee

3,000.00



**Town Board Meeting
May 7, 2018**

Agenda Number: 70 – General Business

**Subject: 5250 East County Line Road, City of Dellwood – Approve
Joint Powers Agreement**

**Documentation: Staff Memo /
Correspondence to Dellwood /
Joint Powers Agreement**

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Staff Review & Recommendation Approve the Joint Powers Agreement Between the Town of White Bear and City Dellwood Allowing Gwendolyn LaChaplle, 5250 East County Line Road, City of Dellwood, Minnesota, to Hook-Up to Township Sewer Upon Payment of the Related Fees in the Amount of \$13,155.00, Noting that other Dellwood Residents on That Street are Currently Hooked-up to Township Utilities

** Our Public Works Director stated that he has no problem with the hook-up.

MEMORANDUM

TO: TOWN BOARD
FROM: PATTI WALSTAD
DATE: MAY 4, 2018

SUBJECT: 5350 EAST COUNTY LINE ROAD

Don Pantz came into the office inquiring as to how Township sewer could be hooked-up to his sister's home at 5350 East County Line Road, Dellwood, as her sewer system had failed.

The last Township hook-up of a home to sewer and water in Dellwood on East County Line Road was in 2003 (copy attached).

I informed Mr. Pantz that:

- He should contact the City of Dellwood and advise them of the failing system and that his sister wished to hook-up to the Township sewer which is available
- That an agreement would have to be entered into between the Township the City
- That utility connection fees would have to be paid prior to hook-up.

I provided Mr. Pantz with a sample Joint Power Agreement.

Mr. Pantz and his sister, Gwendolyn LaChaplle returned to the office on Wednesday with the signed Agreement.

I contacted Joanne Frane, City Clerk of the City of Dellwood, informing her of the urgent situation as Ms. LaChaplle system does not work and a portable restroom has been delivered to her home for her temporary use.

Requested Action:

Approve the Joint Powers Agreement Between the Town of White Bear and City Dellwood Allowing Gwendolyn LaChaplle, 5250 East County Line Road, City of Dellwood, Minnesota, to Hook-Up to Township Sewer Upon Payment of the Related Fees in the Amount of \$13,155.00, Noting that other Dellwood Residents on That Street are Currently Hooked-up to Township Utilities

PSW/s
cc:admin/add.file
b:5350eastctyline

2003

**JOINT POWERS AGREEMENT
BETWEEN THE TOWN OF WHITE BEAR
AND
CITY OF DELLWOOD**

THIS AGREEMENT, made and entered into on the day and year hereinafter set forth by and between the TOWN OF WHITE BEAR (the TOWN) and the CITY OF DELLWOOD (the CITY); both of which are governmental subdivisions of the State of Minnesota located in the Counties of Ramsey and Washington.

RECITALS:

- A. The OWNER listed below has Petitioned the CITY for connection to municipal water services and/or sanitary sewer services, for the property described below:

DEREK J. TERRY and JUSTINA M. TERRY, (called OWNERS), 5238 East County Line Road, Dellwood, Minnesota (the Property) –

The South 296.41 feet of Lot 1 except the North 50 feet of the West 190 feet and except the South 100 feet, in Block 2 of Dellwood, Washington County, Minnesota.

(PIN – 0703021320007)

- B. The CITY has informed the OWNER that it has no present plans to extend its municipal water and/or sanitary sewer services to said Property.
- C. It is feasible for the TOWN to serve said Property by its municipal water and/or sanitary sewer services, and the CITY and the OWNER are desirous of having the TOWN serve said Property with its municipal water and sanitary sewer services.

PURPOSE:

- D. Minnesota Statutes, Section 471.59, provides that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they are exercised.

AGREEMENT:

Now, therefore, in consideration of the mutual undertakings herein expressed, the Town of White Bear and the City of Dellwood agree as follows:

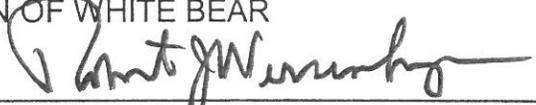
1. The OWNER will proceed to contract with a contractor licensed within the CITY, for the construction of the sanitary sewer and/or water service lines from the TOWN sanitary sewer and/or municipal water services to the OWNERS property, at no cost to the TOWN or CITY. Both the TOWN and CITY shall inspect the work being done in accordance with normal inspection procedures.
2. Use charges for the municipal water and/or sanitary sewer services within the Property will be billed by the TOWN directly to the OWNERS of said services, and the rate shall be the same rate charged for similar services furnished by the TOWN for property lying outside of the TOWN.
3. In addition to any other charges, each OWNER shall pay to the TOWN the appropriate fees which apply from the attached Exhibit A. OWNERS shall also be responsible for the cost to repair the street after the connection is completed, and any other fees or charges imposed by the CITY.
4. The OWNERS agree that the cost of future improvements by the TOWN to the municipal water system and/or the sanitary sewer system, benefiting their Property, shall be added on as part of the user charge to the OWNERS Property, in an amount sufficient to pay the OWNERS proportionate share of said future improvements at rates comparable to benefited TOWN Properties.
5. The CITY shall secure approval from the Metropolitan Council for adjustment of the Metropolitan Urban Service Line (MUSA) to show inclusion of the properties in the CITY which will be served by TOWN sewer.
6. All use charges which are delinquent on September 1st of each year and have been properly billed to the occupant of the premises served, shall be certified by the Town Clerk to the CITY and the CITY will certify to the Auditor of Ramsey County in accordance with State Law, and the CITY, in so certifying such charges to the County Auditor, shall specify the amount thereof, the description of the premises serviced, and the name of the owner thereof. The amount so certified shall be extended by the auditor on the tax rolls against such premises in the same manner as other taxes. Upon receipt of such payment from Ramsey County, the CITY will pay over to the TOWN the delinquent charges so collected.

7. The OWNERS agree to be responsible for any repairs to the sanitary sewer service line up to the TOWN sanitary sewer main line in the street, in accordance with Section 5 of Ordinance No. 18 (Sewer)
8. The OWNERS agree to be responsible for any repairs to the water service line up to the TOWN municipal water service line in the street, in accordance with Section 11 of Ordinance No. 12 (Water)
9. The TOWN shall maintain both the water and sanitary sewer mains which are the subject of this Agreement.
10. This Agreement shall become effective upon its execution by the TOWN and CITY, and upon execution of a CONSENT by the OWNERS.
11. This Agreement shall remain in effect for as long as the TOWN shall provide municipal water and sanitary sewer services to the CITY.

IN WITNESS WHEREOF, the Town of White Bear and the City of Dellwood have caused this Agreement to be executed on their behalf by their proper officers, Council and Board.

TOWN OF WHITE BEAR

By: _____


ROBERT J. WEISENBURGER, Chairman

Dated: 6-2- 2003.

ATTEST:

By: _____


WILLIAM F. SHORT, Clerk-Treasurer

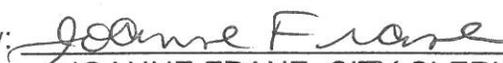
CITY OF DELLWOOD

By: _____


RON HANCE, MAYOR

Dated: 6-18- 2003.

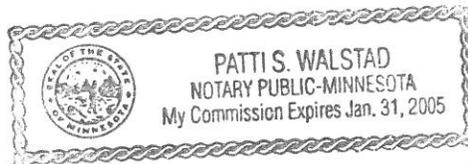
By: _____


JOANNE FRANE, CITY CLERK

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 2nd day of June, 2003, ROBERT J. WEISENBURGER, Chairman of the Town Board of Supervisors and by WILLIAM F. SHORT, Clerk-Treasurer of the Town of White Bear, Minnesota, a municipal corporation, on behalf of the corporation.

Patti S. Walstad
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 18th day of June, 2003, by RON HANCE, Mayor and by JOANNE FRANE, City Clerk of the City of Dellwood, Minnesota, a municipal corporation, on behalf of the corporation.

Kristen Brodie
Notary Public



CONSENT BY OWNER

We, the undersigned, the OWNER(S) of the Property described in the attached Joint Powers Agreement, state and represent that we have read, understand and consent to all conditions and obligations of the attached Joint Powers Agreement, and acknowledge that the Agreement is being entered into for the benefit of the undersigned and our successors in ownership of the Property. This Consent and Agreement shall be filed with the County Recorder and shall run with the Property described in the Agreement.

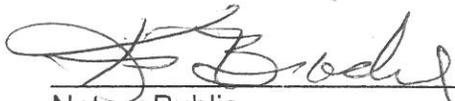


DEREK J. TERRY


JUSTINA M. TERRY

Dated: 6-16 2003.

Subscribed and sworn to before me
this 6th day of June, 2003.



Notary Public



EXHIBIT A

UTILITY CONNECTION FEES

➤ 2003 Water Connection Fee	\$ 6,300.00
➤ 2003 Sewer Connection Fee	6,300.00
➤ Metro Sewer Availability Charge	1,275.00
➤ Town Sewer Availability Charge	500.00
➤ Town Water Availability Charge	1,500.00
➤ Water Meter Charge – ¾"	141.08
➤ Permit Inspection Fee	47.00
➤ Wet Tap Permit	60.00
➤ Open Cut Permit	<u>60.00</u>

TOTAL \$16,183.08

The above fees are subject to change annually upon Resolution of the Town Board of Supervisors of the Town of White Bear.



1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750
FAX 651-426-2258
Email: wbt@whitebeartownship.org

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

May 3, 2018

Joanne Frane, City Clerk
City of Dellwood
111 Wildwood Road
Willernie, Minnesota 55090

Re: 5350 East County Line Road

Dear Joanne:

The Township has been approached by Gwendolyn LaChaplle, 5250 East County Line Road about hooking up to the Township municipal sewer line.

Over the winter Ms. LaChaplle's sewer line became damaged and has now failed. She cannot use the sewer system at all and her brother has had a portable restroom delivered to her home.

I've drafted a Joint Powers Agreement between the Township and the City of Dellwood and enclose it herein for your review. Other Dellwood residents along East County Line are utilizing Township sewer and water, the last agreement being executed in 2003.

I am placing this matter on the Monday, May 7th Town Board meeting for approval.

If additional information is needed please let me know via email at patti.walstad@whitebeartownship.org or phone 651.747.2756.

Sincerely,

Patti Walstad
Paralegal

PSW/s
Enc.



recycled paper

**JOINT POWERS AGREEMENT
BETWEEN THE TOWN OF WHITE BEAR
AND
CITY OF DELLWOOD**

THIS AGREEMENT, made and entered into on the day and year hereinafter set forth by and between the TOWN OF WHITE BEAR (the TOWN) and the CITY OF DELLWOOD (the CITY); both of which are governmental subdivisions of the State of Minnesota located in the Counties of Ramsey and Washington.

RECITALS:

- A. The OWNER listed below has Petitioned the CITY for connection to municipal water services and/or sanitary sewer services, for the property described below:

Gwendolyn LaChaplle, (called OWNER), 5250 East County Line Road, Dellwood, Minnesota (the Property) –

Washington County, Minnesota.

(PIN – _____)

- B. The CITY has informed the OWNER that it has no present plans to extend its municipal water and/or sanitary sewer services to said Property.
- C. It is feasible for the TOWN to serve said Property by its municipal sanitary sewer services, and the CITY and the OWNER are desirous of having the TOWN serve said Property with its municipal sanitary sewer services.

PURPOSE:

- D. Minnesota Statutes, Section 471.59, provides that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they are exercised.

AGREEMENT:

Now, therefore, in consideration of the mutual undertakings herein expressed, the Town of White Bear and the City of Dellwood agree as follows:

1. The OWNER will proceed to contract with a contractor licensed within the CITY, for the construction of the sanitary sewer service lines from the TOWN sanitary sewer services to the OWNERS property, at no cost to the TOWN or CITY. Both the TOWN and CITY shall inspect the work being done in accordance with normal inspection procedures.
2. Use charges for the municipal sanitary sewer services within the Property will be billed by the TOWN directly to the OWNERS of said services, and the rate shall be the same rate charged for similar services furnished by the TOWN for property lying outside of the TOWN.
3. In addition to any other charges, each OWNER shall pay to the TOWN the appropriate fees which apply from the attached Exhibit A. OWNERS shall also be responsible for the cost to repair the street after the connection is completed, and any other fees or charges imposed by the CITY.
4. The OWNERS agree that the cost of future improvements by the TOWN to the municipal sanitary sewer system, benefiting their Property, shall be added on as part of the user charge to the OWNERS Property, in an amount sufficient to pay the OWNERS proportionate share of said future improvements at rates comparable to benefited TOWN Properties.
5. The CITY shall secure approval from the Metropolitan Council for adjustment of the Metropolitan Urban Service Line (MUSA) to show inclusion of the properties in the CITY which will be served by TOWN sewer.
6. All use charges which are delinquent on September 1st of each year and have been properly billed to the occupant of the premises served, shall be certified by the Town Clerk to the CITY and the CITY will certify to the Auditor of Ramsey County in accordance with State Law, and the CITY, in so certifying such charges to the County Auditor, shall specify the amount thereof, the description of the premises serviced, and the name of the owner thereof. The amount so certified shall be extended by the auditor on the tax rolls against such premises in the same manner as other taxes. Upon receipt of such payment from Ramsey County, the CITY will pay over to the TOWN the delinquent charges so collected.
7. The OWNERS agree to be responsible for any repairs to the sanitary sewer service line up to the TOWN sanitary sewer main line in the street, in accordance with Section 5 of Ordinance No. 18 (Sewer)

8. The TOWN shall maintain the sanitary sewer mains which are the subject of this Agreement.
9. This Agreement shall become effective upon its execution by the TOWN and CITY, and upon execution of a CONSENT by the OWNERS.
10. This Agreement shall remain in effect for as long as the TOWN shall provide municipal water and sanitary sewer services to the CITY.

IN WITNESS WHEREOF, the Town of White Bear and the City of Dellwood have caused this Agreement to be executed on their behalf by their proper officers, Council and Board.

TOWN OF WHITE BEAR

By: _____
ROBERT J. KERMES, Chair

Dated: _____ 2018.

ATTEST:

By: _____
WILLIAM F. SHORT, Clerk-Treasurer

CITY OF DELLWOOD

By: _____
ROBERT NUFFORT, MAYOR

Dated: _____ 2018.

By: _____
JOANNE FRANE, CITY CLERK

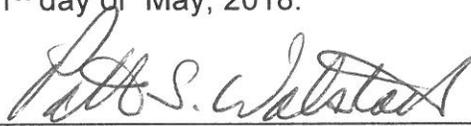
CONSENT BY OWNER

We, the undersigned, the OWNER(S) of the Property described in the attached Joint Powers Agreement, state and represent that we have read, understand and consent to all conditions and obligations of the attached Joint Powers Agreement, and acknowledge that the Agreement is being entered into for the benefit of the undersigned and our successors in ownership of the Property. This Consent and Agreement shall be filed with the County Recorder and shall run with the Property described in the Agreement.


GWENDOLYN LACHAPLLE

Dated: May 1, 2018.

Subscribed and sworn to before me
this 1st day of May, 2018.



Notary Public

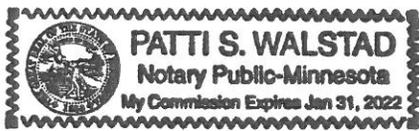


EXHIBIT A

UTILITY CONNECTION FEES

➤ 2018 Sewer Connection Fee	9,950.00
➤ Metro Sewer Availability Charge	2,485.00
➤ Town Sewer Availability Charge	600.00
➤ Sewer Permit	46.00
➤ Open Cut Permit	<u>60.00</u>

TOTAL \$13,155.00

The above fees are subject to change annually upon Resolution of the Town Board of Supervisors of the Town of White Bear.



**Town Board Meeting
May 7, 2018**

Agenda Number: 8 – 9 - 10 - 11

Subject: Added Agenda Items
Open Time
Receipt of Agenda Materials & Supplements
Adjournment

Action / Motion for Consideration:

Added Agenda Items
Open Time
Receive All Agenda Materials & Supplements for Tonight's Meeting
Adjourn Meeting