



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

AGENDA TOWN BOARD MEETING DECEMBER 3, 2018

1. **7:00 p.m.** Call to Order at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota.
2. Approval of Agenda (Additions/Deletions).
3. Approval of Payment of Bills.
4. Approval of Minutes of Special Town Board Meeting of November 2, 2018 & Regular November 19, 2018 Minutes (Additions/Deletions).
5. **Consent Agenda:**
 - A. **Cable Franchise Extension Agreement** – Approve Extension of Expiration Date of the Current Franchise Agreement from March 31, 2019 to August 31, 2019 & Authorize Execution by the Town Board Chair.
 - B. **Reschedule January & February Town Board Meetings Due to Holidays as Follows:**
 - January 21, 2019 Town Board Meeting to Wednesday, January 23, 2019 Beginning @ 7:00 p.m.
 - February 18, 2019 Town Board Meeting to Wednesday, February 20, 2018
 - C. **Vacation of Road Right-of-Way Easement** – Call Public Hearing for December 17, 2018 @ 7:00 p.m. to Consider Vacation of a Road Right-of-Way Easement Over Part of Lot 7, Block 1, Weston Woods of White Bear Township.
 - D. **Third Quarter Financial Report** – Receive Finance Officer Report.
6. **Old Business:** None.

White Bear Township's 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.



7. **Public Hearings:**

- A. **Vacation of Excess Right-of-Way – 5436 East Bald Eagle Boulevard –**
Consider Vacating Excess Right-of-Way.
- B. **Calvary Church, 4604 Greenhaven Drive –** Consider the Granting of a
Conditional Use Permit to Allow Construction of 6,000 Square Feet of
Classroom Space.

8. **New Business:**

Public Works Director Item:

- A. **Truck #37 Engine Replacement –** Receive Quotes & Approve
Replacement.

General Business:

- B. **Hourly Independent Contractor Agreement –** Approve.
- C. **Independent Contractor Agreement Recording Secretary –** Approve.

9. **Added Agenda Items.**

10. **Open Time.**

11. **Receipt of Agenda Materials & Supplements.**

12. **Adjournment.**

White Bear Township's

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.



Town Board Meeting December 3, 2018

Agenda Number: 1 - 2 - 3 - 4

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

Approval of December 3, 2018 Agenda
Approval of Payment of Bills

Approval of Minutes of Special Town Board Meeting of
November 2, 2018 & Regular November 19, 2018
Minutes (Additions/Deletions)

Documentation: December 3, 2018 Agenda
Minutes of Special November 2, 2018 Meeting & Regular
November 19, 2018 Meeting

Action / Motion for Consideration:

Call meeting to order:
Approval of Agenda:
Approval of Payment of Bills
Approval of Minutes:

7:00 p.m.
December 3, 2018 (additions/deletions)
Minutes of Special November 2, 2018
Meeting & Regular November 19, 2018
Meeting (additions/deletions)

**MINUTES
SPECIAL TOWN BOARD MEETING
NOVEMBER 2, 2018**

The meeting was called to order at 10:02 a.m.

Present: Supervisors: Kermes, Prudhon, Ruzek; Clerk-Treasurer: Short; Mike Oase & Kris Kowalski Christiansen (JMK Limited Partnership)

APPROVAL OF AGENDA: Ruzek moved approval of the agenda. Prudhon seconded. Ayes all.

CONSENT AGENDA: None.

OLD BUSINESS: IMPROVEMENT 2018-3 – CENTERVILLE ROAD ROADWAY IMPROVEMENTS – ASSESSMENTS: The Town Board and Clerk discussed the project with representatives of JMK Limited Partnership and all agreed to a \$30,000.00 assessment to the JMK property. Representatives from JMK indicated that they would not object if assessed that amount.

Prudhon moved to authorize the Town Attorney to prepare a Settlement Agreement with the \$30,000.00 assessment amount for JMK Limited Partnership. Ruzek 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 10:45 a.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

William F. Short

Approval of Official Meeting Minutes

Town Board Supervisor

Date

**MINUTES
TOWN BOARD MEETING
NOVEMBER 19, 2018**

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

Present: Supervisors: Kermes, Prudhon, Ruzek; Clerk-Treasurer: Short; Attorney: Lemmons; Planner: Riedesel; Engineer: Studenski.

APPROVAL OF AGENDA (Additions/Deletions): Prudhon moved approval of the agenda with the following amendments: Add to Consent Agenda: 6C) Authorize Town Attorney to Revise Water Meter Settlement Agreement and Forward to Core & Main for Comment; 6D) Authorize Public Works to Install All-Way Stop Signs at Hillaire & Arbor Drive and Authorize Notification to Residents of Placement; Add New Business Item 10A) Special Attorney-Client Closed Session. Ruzek seconded. Ayes all.

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

APPROVAL OF MINUTES OF NOVEMBER 5, 2018 (Additions/Deletions): Ruzek moved approval of the Minutes of November 5, 2018. Prudhon seconded. Ayes all.

OATH OF OFFICE – PATRICK CHRISTOPHERSON: The Clerk administered the Oath of Office to Patrick Christopherson, new Town Clerk-Treasurer. The Board welcomed Patrick.

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 6A) In Accordance with the Township's Special Events Policy Approve the 5K & 10K Tri-Fitness Fast Before the Feast Race on November 22, 2018 (Thanksgiving Morning), Beginning with Registration at 6:30 a.m. and Direct the Event Coordinator to Work with Township Staff Regarding Sign Placement for the Event; 6B) Receive Construction Activity Report; 6C) Authorize Town Attorney to Revise Water Meter Settlement Agreement and Forward to Core & Main for Comment; 6D) Authorize Public Works to Install All-Way Stop Signs at Hillaire & Arbor Drive and Authorize Notification to Residents of Placement. Prudhon seconded. Ayes all.

OLD BUSINESS:

5513 & 5515 WEST BALD EAGLE BOULEVARD – APPROVE MINOR SUBDIVISION & TWO LOT WIDTH VARIANCES: The Planner noted that the request for approval of a minor subdivision and two lot width variances was reviewed at the September 5, 2018 Town Board meeting. Staff was to work with the applicant relative to drainage and utility easements. He reported that the Visser's are requesting approval of a minor subdivision which would allow them to split their property into two parcels requiring two variances. The Visser's purchased the homes at 5513 & 5515 West Bald Eagle Boulevard several years ago along with their son and daughter-in-law. The Visser's have been living at 5515 West Bald Eagle Boulevard and their son and daughter-in-law live in the home at 5513 West Bald Eagle Boulevard. The property consists of two homes and related garages and a lakeside parcel split by West Bald Eagle Boulevard. The overall size of the property is 28,203 square feet. The lot width is 96.73'. The Visser's are proposing to split the property into: 1) Parcel A which is proposed to be 47.22' wide and 170.3' deep and includes a lakeshore parcel 46.77' wide by 78.44' deep. The square

MINUTES
TOWN BOARD MEETING
NOVEMBER 19, 2018

footage of this lot is proposed to be 11,470 square feet in area; 2) Parcel B is proposed to be 49.51' wide and 210' deep and wrapping around the back portion of the lot at 5515 West Bald Eagle Boulevard. A 34' x 77.28' lakeshore lot is included with Parcel B. The overall size of Parcel B is proposed to be 16,733 square feet in area. The Town's minimum lot size requirements are 80' of frontage and 12,000 square feet in area. The following variance must be approved: 1) Parcel A – A 32.78' lot width variance and a 530 square foot lot size variance; and 2) Parcel B – A 30.49' lot width variance. In order to avoid multiple variance requests, staff has requested Ken Visser to consider adding approximately 12 additional feet to the rear of their lot (Parcel A). Adding this square footing would eliminate the need for a lot square footage variance. Both the Variance Board and Planning Commission reviewed and recommend approval of the lot split and variances as requested. This was reviewed by the Town Board in September and continued to tonight to allow the Visser's to provide drainage and utility easements around the perimeter of the lots. The easements are now described as part of the subdivision request. Kermes asked when the two properties were combined. The applicant stated that they were combined in the early 90's.

Ruzek moved, based on Variance Board, Planning Commission and Staff review and recommendation to approve: 1) Minor Subdivision of the property; 2) 32.78' lot width variance for Parcel A; and 3) 30.29' lot width variance for Parcel B. Prudhon seconded. Ayes all.

SIDE YARD SETBACK VARIANCE REQUEST AT 4100 BELLAIRE AVENUE – CONSIDER GRANTING A 14.2' SIDE YARD SETBACK VARIANCE & A PERMITTED USE STANDARDS PERMIT TO ALLOW SITE IMPROVEMENTS: The Public Hearing was held at 7:15 p.m. Ruzek moved to waive the reading of Public Notice noting that proper publication was made. Prudhon seconded. Ayes all. Ruzek moved to continue the Public Hearing from October 25, 2018. Prudhon seconded. Ayes all.

The Planner reported that the property is a dental office located at 4100 Bellaire Avenue. The dental office is located in the B-1 Limited Business Zoning District. The dental office went through an extensive remodel within the past year which included interior and exterior remodel. As part of the remodel the applicants also added concrete curbing and replaced the parking lot and drive lane. A portion of the parking lot behind the building was Class V gravel. This area of the lot was recently curbed and paved. Expansion of a parking lot requires approval of a Permitted Use Standards Permit and also a side yard setback variance. No Permitted Use Standards Permit or variance applications were processed prior to the construction taking place. After the fact permits have been requested by the applicants. A Permitted Use Standards Permit is required to permit the requested site improvements including: curbing and paving of the parking lot, construction of a trash enclosure and modifications to the storm water treatment pond.

A 14.2' side yard setback variance is requested to allow the expanded parking lot. A side yard setback of 20' is required for off-street parking spaces and drive lanes when abutting a residential property. The dentist office abuts residential homes on the north and east sides. The previous paved parking lot was located as close as 6.4' from the property to the north. With the addition of the new curbing and paving and expansion of the rear parking area, the side setback was reduced to 5.8' at its closest part to the northerly lot line, expanding to 6.5'

**MINUTES
TOWN BOARD MEETING
NOVEMBER 19, 2018**

at the east end of the parking lot. With the addition of the modifications to the site an engineer was contracted to review what might be required with the expansion of the parking lot area. The ponding on the easterly portion of the site is proposed to be expanded to accommodate the additional paved area.

The rear portion of the dental office property contains a storm water treatment pond which collects water from the parking lot, and surrounding properties. Some storm water from Bellaire Avenue also makes its way to the site. A storm water pipe culvert was installed to Bellaire Avenue between County Road F and Bellaire Beach to help alleviate storm water concerns along Bellaire Avenue. The Bellaire Avenue stormwater may overflow onto the dental clinic property during heavy storm events. The overflow also impacts the abutting property at 4112 Bellaire Avenue. The Town Engineer, applicant's engineer and representatives from Ramsey County are working together to address drainage. The side setback variance is requested for paving of the side and rear portions of their parking lot. The lot was previously gravel. Concrete curbing was also added to the edge of the parking lot and drive lane to direct storm water. The parking area in the rear is approximately 30% larger now than previously. With the addition of the concrete curb, the north side of the parking and drive lane are 6" closer to the north lot line.

The Variance Board and Planning Commission have reviewed the requests and recommend approval subject to: 1) submission of landscaping plan around the perimeter of the regraded storm water treatment pond; 2) final approval of the grading plan and storm water improvements by the Town Engineer, Public Works Director, and Ramsey County Public Works; and 3) drainage and utility easements in favor of the Town over the revised storm water treatment pond and access to the pond.

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

Kermes asked if the landscaping plan has been reviewed by all the parties. The Planner presented the landscaping plan noting that not all parties have reviewed it. There are some spruce trees proposed in areas where trees would be removed. He noted that a substantial number of trees would be removed for the expansion of the storm water treatment pond. In addition staff has recommended that the applicant add some smaller, less expensive trees throughout the site. Ruzek asked about the property to the north where water was ponding.

Mike Gagan, 4112 Bellaire Avenue, stated that the water ponding on his property was not just due to the work being done on Bellaire Avenue. He stated that it occurred in July prior to the road work when the storm drains were not covered. He explained that on that part of Bellaire Avenue the water flows to the south. When the Town flushes the hydrants which is to the north of his property the water drains onto his yard. He stated that there is a storm water pond 30 feet to the north of the hydrant and he cannot understand why they don't direct the hydrant flushing water there instead. It all flows back and into his yard. It used to drain to the back of the dental office property. He stated that they had talked about mitigating that with a swale. He stated that he is confused why the owners of the dental office have to go through the expense since this drainage has happened for a long period of time. He asked that since the

**MINUTES
TOWN BOARD MEETING
NOVEMBER 19, 2018**

County has storm water running right underneath the dental office property why there can't be storm water relief. They extended the culvert from the front area on their property. Some of the ponding can be remedied by reinstating a swale that moves stormwater back to the proposed ponding. He stated that he cannot understand why the Johnson's have to pay \$100,000 for this drainage issue when it is a County or Township problem. Kermes asked where the swale would be. Joe Johnson identified on the overhead where the swale was. They were in the process of replacing the swale but they were told by the Township and County to stop all work. The Planner explained that the reason that the County was involved is because of the county right-of-way and the storm water culvert extending from County Road F onto Bellaire. Joe Johnson stated that when the water drained from the front of their property to the back it was all ice back there and it was not safe for employees or clients. The Planner reported that the County is involved and has to be on board with what is being proposed. Prudhon asked the Town Engineer if the County has been involved to date. The Engineer stated that the County has been involved the entire time. All drainage documents dealing with the drainage have been sent to the County and to the Township. The County has indicated that they are in agreement with the last information received. The applicant's engineer, Chuck Plowe, has been involved with the drainage activity. In response to a question where the drainage occurs, the Engineer stated that partially to the right-of-way and partially to private property. The right-of-way and storm system is connected that goes into private property. The design on the private property impacts the right-of-way and the storm system in the right-of-way so it is connected. In response to a question if the private property is partially financially responsible, the Engineer stated that they are not.

Joe Johnson, co-owner, reported that their Engineer, Chuck Plowe, sent an email to Ramsey County asking if another catch basin could be installed. An email from Molly Churchich, Ramsey County Public Works, stated that they have reviewed the site plans for an additional catch basin. She stated that the County has not received notification of flooding for this road in the past. Installing a new structure is likely pre-mature. A temporary upstream inlet protection for utility work contributed a higher than usual runoff rate. The Township has provided comments and recommendations to improve the site drainage which include the regrading of the northern and southern lot lines. Joe Johnson stated that they are doing the work under protest. They feel that they are handcuffed. They are being held responsible to deal with all the water from three properties on either sides of them plus all the County water coming off the road. He stated that they are a small business and this is costing them \$100,000. Taking on this project by themselves will very much hurt them financially. In response to a question if regrading disturbed the swale that was there, Joe Johnson stated that they plan to reinstall the swale. In response to a question why Rice Creek Watershed District was not getting involved, Joe Johnson stated that since they are not making any changes to the impervious surface they are not involved. He stated that they have owned the building since 2012 and have not had flooding like they have had this summer. They have not been able to finish the project to have it drain correctly because the Township or County told us to stop work until this is resolved. He stated that their plan is to contract with the Frattalone Company to regrade to get the water to flow to the back which is what they are looking for. In response to drainage on his property, Mike Gagan stated that if the hydrant is not drained onto his property there would not be much of a problem. He stated that the ground is pretty porous and drains quickly with normal run off. Joe Johnson stated that they are not opposed to

**MINUTES
TOWN BOARD MEETING
NOVEMBER 19, 2018**

increasing the size of the pond in the back to take more water. No one from the County or Township has told them what to do to make the drainage situation better. They are being told to come up with a plan and they will either approve or not approve it. He stated that everything they are doing is being permitted. They assumed they were doing things right. He stated Mike Johnson, Building Inspector/Code Enforcement Official indicated to them that they were doing something nefarious. He stated that is not their intent.

Prudhon asked the Town Engineer if the plan as it sits now solves the issue. The Town Engineer stated that the Township and the County have reviewed what was submitted and "yes" the drainage and design meet the requirements. They still have to do some further definition to the drainage from the front of the lot to the back of the lot. That was part of the approval contingency. The definition includes more detail for the swale and drainage. That is a small piece that they would work with the Johnsons on. The question is if they will be following what they have submitted. The plan shows pipe re-alignment in the front and the structure being added in the front of the property. He asked the Johnson's if that is what will be constructed.

Joy Johnson, co-owner, stated that "yes" and the pond in the back will be enlarged. They will be following the plan that Chuck Plowe submitted. She stated that this is a financial strain for them to do this. She stated that they are trying to improve the property and it is becoming almost impossible for them to do this. She stated that they cannot give an okay for the work without final approval from the Township. She stated that they have been working with their engineer a lot and resubmitted all the plans and calculations and she is becoming super confused. They are trying to get this done before the snow falls. She stated that this is not okay with doing something without final approval. It is getting more expensive and getting out of control. Kermes stated that if they follow the plan that they have submitted it could be approved contingent upon the plan being executed. Joy Johnson stated that they are ready to rip out what they did and put Class V back down. Apparently there was a problem before but now that they have tried to correct it it has become their problem to fix. The Town Engineer asked if Frattalone will be working off the plan that has been submitted and reviewed by the Township and County. Chuck Plowe, applicant's engineer, stated he has talked with Frattalone and they will reestablish the grading to get the water out of the Gagan's yard and to bring the water around to the back. The Town Engineer stated that was the clarification going east and would be the last detailed part of the plan. Chuck Plowe stated that they had talked about another catch basin intercepting water before getting onto the property and the Gagan property and to the back from the south. The catch basin would tap into the catch basin in the County road but the Township and County are not supporting that idea.

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

Ruzek moved, based on Planning Commission, and Staff review and recommendation to approve the 14.2' side yard setback variance. Prudhon seconded. Ayes all.

Ruzek moved, based on Planning Commission, Variance Board and Staff review and recommendation to approve a Permitted Use Standards Permit with attached requirements

MINUTES
TOWN BOARD MEETING
NOVEMBER 19, 2018

and clarification of the swale for the White Bear Dental Clinic at 4100 Bellaire Avenue. Prudhon seconded. Ayes all.

SHOOK/WORWA, 4043 & 4053 BIRCH KNOLL DRIVE – MINOR SUBDIVISION / LOT LINE REARRANGEMENT: The Planner reported that the applicants, Casey & Kassie Shook and Dennis & Mary Worwa are requesting approval of a minor subdivision / lot line rearrangement which would permit them to resolve a property encroachment. Homes along this part of Birch Knoll Drive were constructed close to the south lot lines with a considerable amount of space between the homes and north lot lines. The Worwa driveway at 4053 Birch Knoll Drive encroaches onto the property at 4043 Birch Knoll Drive. As a result, the Worwa's are proposing to acquire a strip of land from the Shooks. Both lots exceed the 80' lot width and 12,000 square feet of area. Both lots will continue to exceed the minimum lot width and square footage requirements if the lot line rearrangement is approved as requested. The Shook property at 4043 Birch Knoll Drive appears to have a sidewalk which encroaches on the property at 4035 Birch Knoll Drive. An additional lot line rearrangement may be requested for 4043 & 4035 Birch Knoll in the future. In response to a question if there is a drainage and utility easement, the Planner stated that this is a simple lot line rearrangement and there was none pre-existing.

Ruzek moved, based on Planning Commission and Staff review and recommendation to approve the minor subdivision / lot line rearrangement between 4043 & 5053 Birch Knoll Drive. Prudhon seconded. Ayes all.

LARRY & CAROL LEIBEL, JERRY & RACHEL PERRON & JOYCE PERRON – REQUEST FOR MINOR SUBDIVISION / LOT LINE REARRANGEMENT AT 5956 & 5952 PORTLAND AVENUE & 5959 EAST COUNTY LINE ROAD: The Planner reported that the applicants are requesting approval of a minor subdivision which would allow a lot line shift along the common property line. The lot line rearrangement proposes moving the northerly lot line of the Perron property at 43' to the north reducing the width of the Leibel lot the same distance. The purpose of the lot line is to clear up an encroachment on Parcel C and to allow Parcel B space to construct an accessory structure at the northeast end of the driveway. Parcel A, the Leibel property is 3.22 acres in size and approximately 172' wide at the Portland Avenue right-of-way. Parcel B, the Jerry and Rachel Perron lot is 1.21 acres in size and the lot width is 313'. Parcel C, the Joyce Perron lot is 3.38 acres in size and the lot width is 313'. With the proposed lot line rearrangement, all three lots will continue to meet minimum lot size and width requirements. When the Perron property was subdivided, drainage and utility easements were required along the perimeter of the property. The easements were not provided when the subdivision was recommended. Since the minimum lot size and width will continue to meet Town requirements if the lot line is relocated as proposed, the minor subdivision can be approved as requested. Mr. Perron has provided drainage and utility easements along the lot lines as relocated.

Ruzek moved, based on Planning Commission and Staff review and recommendation to approve the minor subdivision / lot line rearrangement at 5956 & 5952 Portland Avenue and 5959 East County Line Road including dedication of drainage and utility easements in favor of White Bear Township. Prudhon seconded. Ayes all.

MINUTES
TOWN BOARD MEETING
NOVEMBER 19, 2018

The Town Board meeting recessed at 8:05 p.m.

SPECIAL ATTORNEY-CLIENT CLOSED SESSION: Prudhon moved to open the Special Attorney-Client Closed Session at 8:05 p.m.. Ruzek seconded. Ayes all.

Prudhon moved to close the Special Attorney-Client Closed Session at 8:25 p.m. Ruzek seconded. Ayes all.

Prudhon moved to re-convene the Town Board Meeting at 8:25 p.m. Ruzek seconded. Ayes all.

The Town Attorney reported that the purpose of the Closed Session was to discuss final resolution of the Stoddard matter and claim for interest and attorney's fees.

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 8:28 p.m. Ruzek seconded. Ayes all.

Respectfully Submitted,

Patrick Christopherson
Clerk-Treasurer

Approve at Official Meeting Minutes

Town Board Supervisor

Date



**Town Board Meeting
December 3, 2018**

Agenda Number: 5A – Consent Agenda

Subject: Cable Franchise Extension Agreement – Approve Extension of Expiration Date of the Current Franchise Agreement from March 31, 2019 to August 31, 2019 & Authorize Execution by the Town Board Chair

**Documentation: Finnerty Email /
Extension Agreement /**

Action / Motion for Consideration:

Receive Report

Based on Staff Review Approve Extension of Expiration Date of the Current Franchise Agreement from March 31, 2019 to August 31, 2019 & Authorize Execution by the Town Board Chair

Minutes
Town Board Meeting
June 18, 2018

CONSENT AGENDA: Prudhon moved approval of the Consent Agenda as follows: 5A) **Approve Extension of Expiration Date of the Current Cable Franchise Agreement from November 1, 2018 to March 31, 2019 & Authorize Execution by the Town Board Chair**; Kermes seconded. Ayes all.

Minutes
Town Board Meeting
February 5, 2018

CONSENT AGENDA: Ruzek moved approval of the Consent Agenda as follows: 5C) **Approve Extension of Expiration Date of the Current Franchise Agreement from July 1, 2018 to November 1, 2018 & Authorize Execution by the Town Board Chair**; Prudhon seconded. Ayes all.

Minutes
Executive Meeting
January 24, 2018

CABLE FRANCHISE EXTENSION AGREEMENT: Tim Finnerty, Cable Commission Executive Director is recommending that the Town Board approve the Cable Franchise Extension Agreement. This Agreement will extend the expiration date of the current franchise from July 1, 2018 to November 1, 2018. The purpose of the proposed extension is to allow for continued informal negotiations between Comcast and the Cable Commission regarding the long-term renewal of the franchise. The Cable Commission has been working on the matter of franchise renewal with Comcast (the existing franchise agreement is set to expire July 1, 2018). The Commission began direct negotiations with Comcast in September 2017, and prior to that, developed and documented a comprehensive needs assessment to serve as the negotiation objective on behalf of member cities. Renewal issues can be resolved through “informal” processes (negotiation), or through a “formal” hearing process. Based on the time required to complete the formal process, the Commission adopted two schedules. In both, the parties would start with negotiations, but move the formal process forward so that it would be completed by the date scheduled for franchise expiration if negotiations were not successful. One schedule assumed that the expiration date stayed as is, and effectively required the parties to reach negotiated deal points by January. In the other, the parties would extend the franchise to give themselves more time to engage in negotiations. Both were presented to Comcast in the fall. The Cable Commission submitted proposed deal points for negotiation to Comcast in October, 2017, and Comcast was to respond in December, 2017. It has not yet responded, and the Commission and Comcast agreed that extending the franchise would allow Comcast time to respond and negotiations to proceed informally. The Cable Commission is recommending that the Township approve the extension per the Extension Agreement. The Cable Commission believes this simple extension of the current franchise expiration will allow both parties to continue informal negotiations for the next couple of months without being put at a disadvantage. The extension preserves the Town's right to use the I-NET, and preserves existing support and channels (including high definition channels) for local cable programming. It does not harm the communities in any way.

Patti Walstad

From: Bill Short
Sent: Wednesday, November 21, 2018 4:02 PM
To: Patti Walstad; Pat Christopherson
Subject: FW: Proposed extension agreement
Attachments: Extension Agreement November 2018-c1 (1).PDF; Franchise Renewal Timeline (October 2018).pdf

Pat and Patti,

This is the next of (what have been a couple of) the extensions of the renewal of the Franchise Agreement. The Town Board may want to invite Ron Denn (the Town's Cable Commissioner) and Luke Michaud (alternate) to an upcoming Executive meeting. It's been a while since they visited. I'll ask Tim what their schedule is.

From: Tim Finnerty [mailto:timfinnerty@scctv.org]
Sent: Monday, November 19, 2018 3:48 PM
To: Bill Short <Bill.Short@whitebeartownship.org>
Cc: ron.solegiaelghunds@gmail.com; Michaud, Luke <LukeMichaud@edinarealty.com>
Subject: Proposed extension agreement

Hi Bill:

Attached please find a proposed Agreement for another extension of the Franchise with Comcast. The Cable Commission is recommending that the Town Board approve the Extension Agreement. The Agreement will extend the expiration date of the current Franchise from March 31, 2019 to August 31, 2019. The purpose of the proposed extension is to allow for continued informal negotiations between Comcast and the Cable Commission regarding the long-term renewal of the Franchise. Comcast is in agreement with this.

The extension is necessary in part due to Comcast being unable to meet for negotiations in the past two months, including due to illness of one of its key negotiation participants.

Background

As you know, the Cable Commission has been working on the matter of Franchise renewal with Comcast given that the existing Franchise Agreement that is set to expire March 31, 2019. The Commission and Comcast have been in direct negotiations for approximately a year, and prior to that, the Commission had developed and documented a comprehensive needs assessment to serve as the negotiation objective on behalf of member municipalities. The needs assessment report is available at:

<https://drive.google.com/drive/folders/0B37m--T9u7TcUNaZUh6MzIPWms>

Renewal issues can be resolved through "informal" processes (negotiation), or through a "formal" hearing process. Based on the time required to complete the formal process, the Commission has adopted and updated two schedules. In both, the parties start with negotiations, but move the formal process forward so that it would be completed by roughly the date scheduled for franchise expiration if negotiations were not successful. One schedule assumed that the expiration date stayed as is (March 31, 2019), and effectively required the parties to reach negotiated deal points by mid October. In the other, the parties would extend the franchise to give themselves more time to engage in negotiations.

Recommendation to Approve Extension

The Cable Commission and Comcast have exchanged proposed terms and counterproposals and held several negotiation sessions over the past year. While no proposed deal has yet been reached, both parties recommend extending the time schedule to allow for continuation of negotiations. Therefore, the parties have agreed to recommend extending the franchise expiration date to August 31, 2019 in order to allow negotiations to continue to proceed informally.

To accomplish this, Cable Commission recommends that the Town Board approve the attached Extension Agreement. The Cable Commission believes this simple extension of the current franchise expiration will allow both parties to continue informal negotiations without being put at a disadvantage. The extension preserves the Town's right to use the I-NET, and preserves existing support and channels (including high definition channels) for local cable programming. It does not harm the communities in any way.

Finally, please find attached a revised the franchise renewal schedule to reflect how the timeline proceeds under this extension. The Commission leadership believes it is important to follow this schedule to protect the interests of its Member Municipalities.

Please feel free to contact me after you have had a chance to review this if you wish to discuss it or have any questions. Thank you!

- Tim Finnerty
Executive Director
Ramsey/Washington Cable Commission
651-775-0042
timfinnerty@scctv.org

EXTENSION AGREEMENT BETWEEN AND AMONG THE MEMBERS OF THE RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION AND COMCAST OF MINNESOTA

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in communities which are members of the Ramsey/Washington Suburban Cable Commission (RWSCC) pursuant to a franchise scheduled to expire on November 1, 2018, to which the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of North St. Paul, the City of Oakdale, the City of Vadnais Heights, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota, are parties (each community is a “Franchisor”); a March 9, 1995 Memorandum of Understanding; and the April 10, 2014 Settlement Agreement, as amended by Section 2 of that certain 2015 Transfer Agreement Between and Among The Members of the Ramsey Washington Suburban Cable Commission, Comcast of Minnesota, Inc. and Midwest Cable, Inc. (collectively, the Franchise and these documents are the “Franchise Documents”); and

WHEREAS, the parties previously agreed to extend the expiration date of the Franchise, and of obligations in the Settlement Agreement, through March 31, 2019; and

WHEREAS, the parties wish to extend certain time periods provided under the Franchise Documents to provide time for the parties to work together to attempt to resolve renewal issues,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. The Franchise is extended through and including August 31, 2019.

Section 2. Paragraph 10 of the “Settlement Agreement Regarding PEG Capacity” is amended so that the reference to March 31, 2019 is changed to August 31, 2019.

Section 3. Otherwise, the Franchise Documents shall remain in full force and effect in accordance with their terms.

Section 4. Both parties agree that the further extension will not require recommencement of the renewal process under state or federal law, or require either party to re-conduct any studies or proceedings that may have been or are being conducted.

Section 5. This Extension Agreement does not confer upon the Franchisee any additional rights under Section 626 of the Cable Act.

Section 6. By entering into this Extension Agreement, the parties do not otherwise waive their rights to rely upon the rights, procedures, protections and recourses granted to them pursuant to applicable Federal, state, or local rule, regulation, law or precedent.

Section 7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

IN WITNESS WHEREOF, the Parties have caused this Extension Agreement to be executed by duly authorized representatives of each Party on the dates written below.

COMCAST OF MINNESOTA, INC.

By: _____
John D. Keller
Title: Regional Vice President
Date:

CITY OF BIRCHWOOD VILLAGE

By: _____
Title:
Date:

CITY OF DELLWOOD

By: _____
Title:
Date:

CITY OF GRANT

By: _____
Title:
Date:

CITY OF LAKE ELMO

By: _____
Title:
Date:

WHITE BEAR TOWNSHIP

By: _____
Title:
Date:

CITY OF MAHTOMEDI

By: _____
Title:
Date:

CITY OF NORTH ST. PAUL

By: _____
Title:
Date:

CITY OF OAKDALE

By: _____
Title:
Date:

CITY OF VADNAIS HEIGHTS

By: _____
Title:
Date:

CITY OF WHITE BEAR LAKE

By: _____
Title:
Date:

CITY OF WILLERNIE

By: _____
Title:
Date:

**Ramsey/Washington Cable Commission - Franchise Renewal Timeline
(Revised October 2018)**

DATE	INFORMAL PROCESS	FORMAL PROCESS
October 2018-March 2019	Informal negotiations	Preparation for drafting/issuing of renewal RFP
March, 2019	Negotiations Update/recommendations as to whether to issue RFP (formal process), or continue negotiations; final document preparation begins if applicable	Negotiations Update/deadline for recommendations as to whether to issue RFP (formal process), or continue negotiations; issue renewal RFP no later than March 15, 2019 if applicable
April, 2019	Final Franchise documentation is complete and provided to Commission office	Issue RFP with return date of no later than April 15, 2019
May, 2019	Public hearing on proposed Franchise	
June, 2019	Commission approval of final Franchise to be recommended to municipalities	Decision made to preliminarily deny or accept proposal; recommendations for conduct of formal proceeding
July, 2019	Final Franchise provided to each municipality for approval and signing	
August, 2019	Existing Franchise with Comcast expires; existing payment arrangement could terminate at earliest on October 28, 2019	Hearing commences on formal process (90 days of prehearing discovery)
September, 2019		
November, 2019	Municipal approval of final Franchise is completed; approved Franchises for each municipality if forwarded to Comcast for signing	
December, 2019		Hearing completed; recommendations for final action on franchise submitted to municipalities

**Ramsey/Washington Cable Commission - Franchise Renewal Timeline
(Revised October 2018)**

DATE	INFORMAL PROCESS	FORMAL PROCESS
October 2018-March 2019	Informal negotiations	Preparation for drafting/issuing of renewal RFP
March, 2019	Negotiations Update/recommendations as to whether to issue RFP (formal process), or continue negotiations; final document preparation begins if applicable	Negotiations Update/deadline for recommendations as to whether to issue RFP (formal process), or continue negotiations; issue renewal RFP no later than March 15, 2019 if applicable
April, 2019	Final Franchise documentation is complete and provided to Commission office	Issue RFP with return date of no later than April 15, 2019
May, 2019	Public hearing on proposed Franchise	
June, 2019	Commission approval of final Franchise to be recommended to municipalities	Decision made to preliminarily deny or accept proposal; recommendations for conduct of formal proceeding
July, 2019	Final Franchise provided to each municipality for approval and signing	
August, 2019	Existing Franchise with Comcast expires; existing payment arrangement could terminate at earliest on October 28, 2019	Hearing commences on formal process (90 days of prehearing discovery)
September, 2019		
November, 2019	Municipal approval of final Franchise is completed; approved Franchises for each municipality if forwarded to Comcast for signing	
December, 2019		Hearing completed; recommendations for final action on franchise submitted to municipalities



Town Board Meeting December 3, 2018

Agenda Number: 5B – Consent Agenda

Subject: Reschedule January & February Town Board Meetings Due to Holidays as Follows:

- January 21, 2019 Town Board Meeting to Wednesday, January 23, 2019 Beginning @ 7:00 p.m.
- February 18, 2019 Town Board Meeting to Wednesday, February 20, 2018

Documentation: None

Action / Motion for Consideration:

Reschedule January & February Town Board Meetings Due to Holidays as Follows:

- January 21, 2019 Town Board Meeting to Wednesday, January 23, 2019 Beginning @ 7:00 p.m.
- February 18, 2019 Town Board Meeting to Wednesday, February 20, 2018

January 2019 

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019 

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		



**Town Board Meeting
December 3, 2018**

Agenda Number: 5C – Consent Agenda

Subject: Vacation of Road Right-of-Way Easement – Call Public Hearing for December 17, 2018 @ 7:00 p.m. to Consider Vacation of a Road Right-of-Way Easement Over Part of Lot 7, Block 1, Weston Woods of White Bear Township

Documentation: Public Notice

Action / Motion for Consideration:

Receive Report

Call Public Hearing for December 17, 2018 @ 7:00 p.m. to Consider Vacation of a Road Right-of-Way Easement Over Part of Lot 7, Block 1, Weston Woods of White Bear Township



NOTICE OF HEARING TO VACATE A ROAD RIGHT-OF-WAY EASEMENT 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, December 17, 2018 @ 7:00 p.m. to consider vacating a road right-of-way easement over the following described property:

The Northwesterly 50 feet of Lot 7, Block 1, WESTON WOODS OF WHITE BEAR TOWNSHIP 6th ADDITION, lying west of a line drawn parallel with and distant 60 feet east of the East line of Lot 32, Block 1, WESTON WOODS OF WHITE BEAR TOWNSHIP, and its extension southerly,

and to hear and pass upon objections and recommendations, if any, and to conduct any and all business incident thereto, pursuant to Minnesota Statutes, Section 368.01, Subd. 25.

Given under my hand this 3rd day of December, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

PATRICK CHRISTOPHERSON, Clerk-Treasurer



**Town Board Meeting
December 3, 2018**

Agenda Number: 5D – Consent Agenda

Subject: Third Quarter Financial Report – Receive Finance Officer Report

Documentation: Finance Officer Report

Action / Motion for Consideration:

Receive Report

MEMORANDUM

Date: November 28, 2018
 To: Town Board
 From: Tom Kelly, Finance Officer
 Re: Third Quarter 2018 Financial Report

The third quarter is in the books. The Town's revenues are slightly higher than expected and expenditures are much lower than they normally have been at this point in the year. The key to the Town's finances are that even though we are 75% through the year, revenues and expenditures do not flow evenly though the year. Even with some one time expenditures spent at the beginning of the year and the Town having paid all of its 2018 debt payments, expenditures are only 57% spent compared to budget compared to 64% last year at this time. Likewise, on the revenue side the major revenue source is property taxes and special assessments, which are received in July and December. In addition, utility billing revenues are only received once a quarter. Debt Service Fund revenue is 75% due to onetime transfers to fund debt retirements, of which puts revenue collect at 75% of budget compared to 92% in 2017. Below is a chart comparing budget to actual revenue and expenditures for the years 2018 and 2017.

Revenues	2017 Budget	2017 Actual	% Received	2018 Budget	2018 Actual	% Received
General Fund	2,159,198.97	628,198.59	29.09%	2,225,940.00	2,522,994.80	113.35%
Debt Service Funds	593,526.75	732,765.56	123.46%	171,486.00	170,769.47	99.58%
Capital Project Funds	794,334.00	653,136.25	82.22%	881,442.75	698,123.17	79.20%
Enterprise Funds	2,761,599.00	2,780,665.20	100.69%	3,126,609.00	3,035,195.95	97.08%
Internal Service Fds	431,073.75	582,874.33	135.21%	612,185.25	597,030.52	97.52%
Total	6,739,732.47	5,377,639.93	79.79%	7,017,663.00	7,024,113.91	100.09%

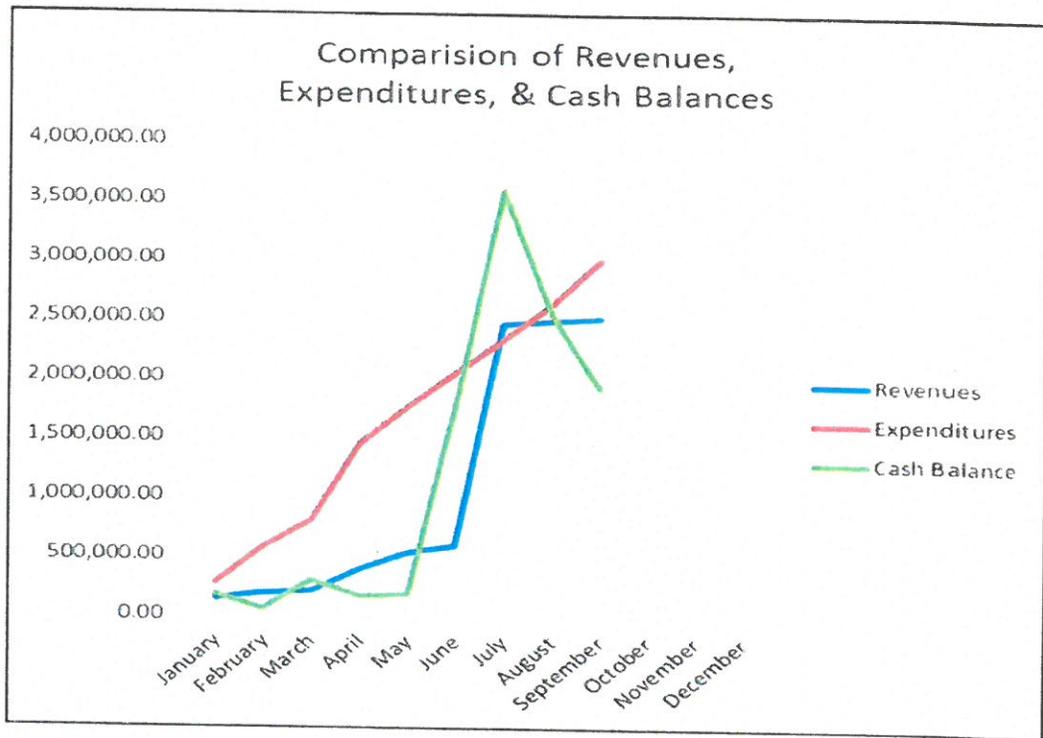
Expenditures	2017 Budget	2017 Actual	% Spent	2018 Budget	2018 Actual	% Spent
General Fund	2,909,198.97	1,880,580.97	64.64%	3,032,613.00	3,008,679.05	99.21%
Debt Service Funds	701,547.75	759,423.53	108.25%	255,263.25	339,549.50	133.02%
Capital Project Funds	1,071,545.25	788,328.41	73.57%	952,449.75	681,168.58	71.52%
Enterprise Funds	5,732,562.00	4,736,199.63	82.62%	3,694,835.25	2,342,538.28	63.40%
Internal Service Fds	372,431.25	271,008.59	72.77%	703,188.75	159,499.13	22.68%
Total	10,787,285.22	8,435,541.13	78.20%	8,638,350.00	6,531,434.54	75.61%

It should be noted that the budget amounts are for three fourths of the year and the actual is year to date. The rest of the report will detail the revenues and expenditures of each of six fund types.

GENEAL FUND

Through the third quarter, revenues are above budget projections and expenditures are below budget, which is demonstrated in future charts. However, the chart on the following page shows how revenues are below expenditures levels for the first three quarters of the year, which is

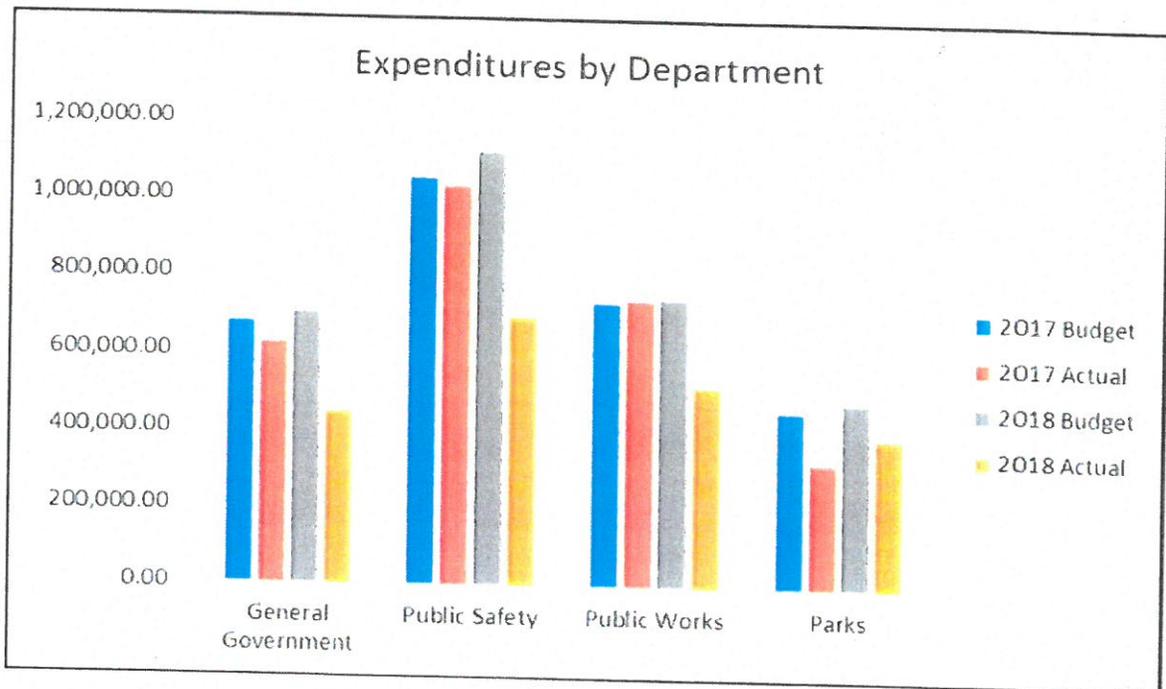
typical. In addition, one can see how the Town depends on reserves (cash balances) until the tax payments are received in December.



For the year, the Town has received 62.40% of the budgeted revenue through the end of September, which is almost the same as last year at this time (62.83%). Licenses and permits have exceeded their budget and collected 117.59% of their budgets so far. All most of the line items under the licenses & permits category have exceeded their budget amounts for the year. Fine revenue has already collected all but \$97.44 of its budget due to stronger than anticipated administrative fines. The Town has collected 78% of the miscellaneous revenues due to antenna lease revenues of which one lease is paid yearly in September of each year. Intergovernmental revenues include cable TV Franchise Fees, which were collected during the second quarter in the amount of \$181,764.64 when \$197,216.00 was budgeted. The chart on the following page compares budget to actual revenues for the last two years. For this chart, the monthly revenues are $\frac{3}{4}$ of the total revenue budget with the exception of property taxes, which are included in the July, and December budget numbers only.

If expenditures were spent evenly throughout the year, the Town should have spent 75% of its budget, which is the budget amounts in the previous charts. Only one activities is over 75% spent of their budgets after the 3rd quarter are Public Works and Park Maintenance, which is mainly due to one-time expenditures for their equipment rental fee paid to the Town's Capital Equipment Fund, equipment repairs and summer expenditures related to temporary summer help, which have been completed for the year.

The bad news is that there are expenditures for snow plowing or sanding activities, which will begin before the end of the year. This could increase the road and bridge activity which is currently 70% spent closer to 100% or more.



Overall, the General Fund is in good shape through the first three quarters of the year. If revenues and expenditures follow previous year collections and expenditure patterns, revenues should finish the year above budget while expenditures will finish below budget.

DEBT SERVICE FUNDS

The Town Debt Service expenditure activity is completed for the year with both the February and August 1st bond payments being made totaling \$339,549.50. The Town now has \$1,640,000.00 in outstanding debt. Funding or revenues, which currently totals \$170,769.47, comes from Water Utility Fund revenues as well as property taxes, special assessments, and tax increments of which, the Town received the first half property tax settlement in July and will receive the 2nd half in December.

CAPITAL PROJECT FUNDS

Revenues received are from first half (tax settlement) special assessments, interest earnings, the billboard lease in the Community Park Fund, and a transfer from the Town's General Fund for the Town's annual sealcoating project. The expenditures are transfers from the Town's EDA Fund to the Debt Service Funds for their share of 2017 bond payments, some park and infrastructure improvements, totaling \$681,168.58, which is below budget.

ENTERPRISE FUNDS

The Town's Enterprise Funds third quarter financial information is as follows:

Enterprise Funds						
Revenues	2017	2017	%	2018	2018	%
	Budget	Actual	Received	Budget	Actual	Received
Water Fund	1,568,845.00	1,255,245.14	80.01%	1,648,241.00	1,269,408.62	77.02%
Sanitary Sewer Fund	1,716,760.00	1,127,299.40	65.66%	1,969,845.00	1,374,224.62	69.76%
Storm Water Fund	396,527.00	398,120.66	100.40%	550,726.00	391,562.71	71.10%
Total	3,682,132.00	2,780,665.20	75.52%	4,168,812.00	3,035,195.95	72.81%

Expenses	2017	2017	%	2018	2018	%
	Budget	Actual	Spent	Budget	Actual	Spent
Water Fund	3,029,456.00	1,893,969.91	62.52%	1,766,378.00	857,999.13	48.57%
Sanitary Sewer Fund	3,538,897.00	2,668,589.63	75.41%	2,394,814.00	1,332,162.09	55.63%
Storm Water Fund	1,075,063.00	173,640.09	16.15%	765,255.00	152,377.06	19.91%
Total	7,643,416.00	4,736,199.63	61.96%	4,926,447.00	2,342,538.28	47.55%

Revenues for the first three quarters of the year are above last year revenues for the Water and Sanitary Sewer Funds, which is due the new rates. The Storm Water Fund revenues are \$6,557.95 below 2017 revenues even with the rate increase. Expenses for the year are lower than prior year expenses due to the water tower painting in the Water Fund, the sewer lining project in the Sanitary Sewer Fund and drainage improvement projects in the Storm Water Fund. Also, keeping in mind that the expense budget for the Enterprise Funds includes depreciation, which will not be recorded until the end of the year. Because of the infrastructure projects in these funds, expenses should be below revenues for 2018.

INTERNAL SERVICE FUNDS

The Town's Town Building, Capital Equipment, and Risk Management Funds have collected their one-time fees from the General Fund and Enterprise Funds, thus they have collected 100% of their revenues, except for interest earnings, for 2018.

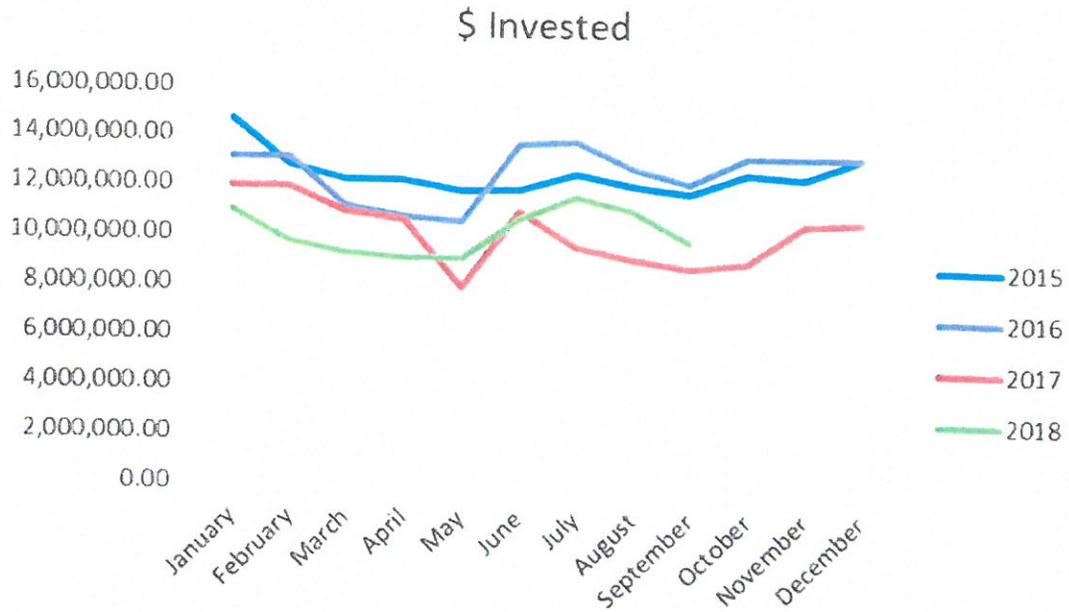
The Town Building Fund has spent only 4.05% of their budgeted items as some of the larger items budgeted have been delayed until sometime in the future and the funds will not be spent in 2018. The Capital Equipment Fund has spent 24.72% of their budget for small tools, pickup truck, mowers, and miscellaneous equipment.

The Risk Management Fund has paid the worker's compensation premiums for the 2018, so its expense activity for liability and auto insurance will be paid in the 4th quarter of 2018. Premiums are anticipated to cost the Town \$120,135, which is a decrease of \$26,240 from 2017. All of 2018 the worker's compensation premiums were paid in the amount of \$40,225.98 compared to \$31,579.00 for all of 2017. The increase is due to increases in personnel. Overall, the Risk Management fund has spent 37.3% of its 2018 budget.

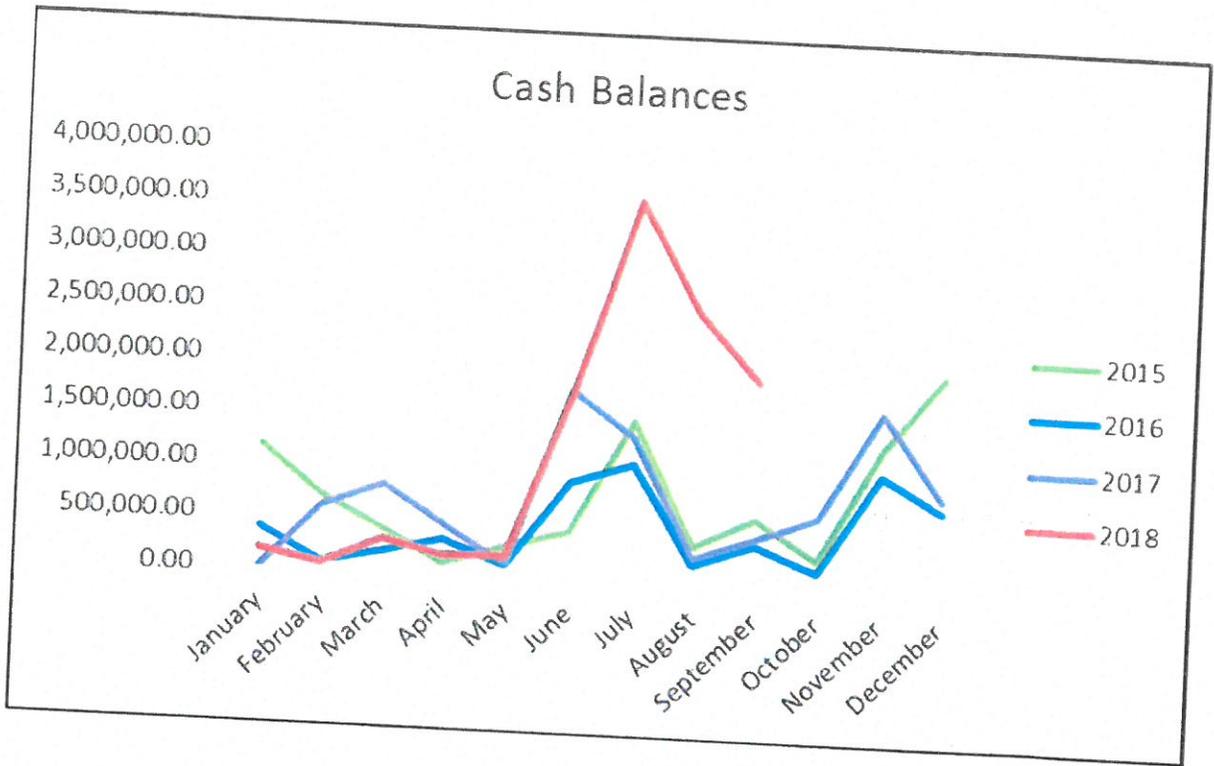
CASH AND INVESTMENTS

Finally, the Town had \$9,842,259.89 invested as of September 30st. This compares to \$8,785,060.86 invested last year at this time. Having more funds invested compared to last year is a result of funding the sanitary sewer lining and water tower painting projects internally

instead of issuing debt in 2017 and no projects in 2018. The investments had an average interest rate of 2.848% compared to 2.942% last year. Because of the premiums paid, the Town's yield to maturity is only 2.393% compared to 2.457% in 2017. The chart below shows the Town's invested funds for the last four years.



The other factor and equally important as funds invested is the Town's cash in the bank. These are the funds the Town uses to pay its bills each month. Since the Town receives the majority of its money in July and December from tax settlements, it is not unusual for the Town to have a large amount of cash available in those months with the funds being drawn down in the proceeding months. Depending on expenditures and other revenues collect the Town may draw on its investments to help meet its cash needs, as has been the case during the first three quarters of 2018. The chart following page demonstrates the cash flow for the Township the last four years.



CONCLUSION

The Township had a good first three quarters of the year financially. Through the third quarter, it appears revenues should finish the year above budgeted amounts for most revenue sources, while expenditures may end near or slightly below budgeted amounts. Last year the Water and Sanitary Sewer Fund had infrastructure expenses that resulted in expenses exceeding revenues for the year. For 2018, it would appear revenues will exceed expenses for these funds. The General Fund, which has revenues slightly above budget amounts and expenditures near budget amounts, should end the year with a small increase in reserves. The Township has sufficient cash and investments to meet its obligations until the Township receives its second tax settlement in December, however investment earnings remains low. Therefore, it would appear the Township is in good financial shape for 2018.



**Town Board Meeting
December 3, 2018**

Agenda Number: 6C – Old Business

Subject: None

Documentation:

Action / Motion for Consideration:

Receive Report



**Town Board Meeting
December 3, 2018**

Agenda Number: 7A – Public Hearing

Subject: **Vacation of Excess Right-of-Way – 5436 East Bald Eagle Boulevard – Consider Vacating Excess Right-of-Way**

Documentation: Petition to Vacate Parts of Bald Eagle Boulevard East / Public Notice / DNR & Resident Letter / Map / Affidavit of Publication / Certificate of Posting / Proposed Resolution Vacating Excess Right-of-Way on East Bald Eagle Boulevard /

Action / Motion for Consideration:

- Note Proper 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 Approve the Vacation of Excess Right-of-Way on East Bald Eagle Boulevard as it Relates to 5436 East Bald Eagle Boulevard

&

Adopt **Resolution Vacating Excess Right-of-Way on East Bald Eagle Boulevard**

Prudhon – Moves

Ruzek – Seconds

Noting that this Vacation of Excess Right-of-Way is Consistent with Others Along East & West Bald Eagle Boulevard

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 30th day of August,
2018 by Jodelle K. Klein.

Glenda Marie Houle
Notary Public

This Petition was Prepared by:
Edward L. Pardee, PA
Attorneys at Law
4856 Banning Avenue
White Bear Lake, MN 55110
Telephone: 651-429-2063
Z:\Realesta\Vacating Roadways\KleinPetition8-23-18.wpd



Exhibit A
David L. Klein and
Jodelle K. Klein

That part of Lots 1 and 2, Block 1, Town of Bald Eagle, described as follows: Commencing at the Southerly corner of said Lot 1; thence Westerly at an angle of 95 degrees 09 1/2' a distance of 35.83 feet to a point; thence Northwesterly a distance of 186.6 feet to a point on the Northerly line of said Lot 1 situated 102.6 feet from the Northeast corner of said Lot 1; thence along the Northerly line of said Lot 1 to the Northeast corner thereof; thence South along the Easterly line of said Lot 1 distance of 221.6 feet to the place of beginning.

Together with all that strip or tract of land lying along the shore of Bald Eagle Lake between said Jake and said Lot 1, being the tract of land lying between the Southwesterly line of said Lot 1 extended due North to the shore of Bald Eagle Lake and the Easterly line of said Lot 1 extended to the shore of Bald Eagle Lake.

Also the Westerly 1/2 of Mackey Ave., sometimes called Eagle St. adjoining said Lot 1 and extending to the shore of Bald Eagle Lake, together with all riparian rights of every kind and description appurtenant to said premises, except the following:

Beginning at an iron monument at the Southerly corner of Lot 1, Block 1, Town of Bald Eagle; thence North along the East line of said Lot 1, 12.05 feet to a point; thence Southwesterly at an angle of 95 degrees 09 1/2' with said East line of said Lot 1 distance of 39.52 feet to a point; thence Southeasterly a distance of 12.28 feet to a point 35.83 feet Westerly from the point of beginning; thence East 35.83 feet to the place of beginning.

Subject to: The conveyance of Eagle Street, sometimes called Mackey Avenue, and any riparian rights accessory thereto, shall be subject to the public rights in the platted street. The riparian rights being conveyed are subject to Bald Eagle Blvd. East as shown on the Plat of the Town of Bald Eagle.

together with all hereditaments and appurtenances belonging thereto.

Exhibit B

David L. Klein and Jodelle K. Klein
5436 Bald Eagle Blvd. East

**VACATION
OF
EXCESS RIGHT-OF-WAY
OF BALD EAGLE BOULEVARD**

That part of Bald Eagle Boulevard East, formerly platted as Lake Avenue in Wharton, Blair and Miller's Rearrangement of Block 1, Bald Eagle, and Town of Bald Eagle, outside of a 66 foot strip of land retained for road purposes, the centerline of which is described as follows:

Commencing at the South Quarter corner of Section 11, Township 30 North, Range 22 West, Ramsey County, Minnesota; thence northerly along the north and south quarter line of said Section 11, having a assumed bearing of North 0 degrees 06 minutes 39 seconds West for 2058.26 feet to the point of beginning; thence North 68 degrees 29 minutes 42 seconds East for 53.69 feet to a tangential curve; thence northeasterly along said curve concave to the northwest, having a radius of 26983.28 feet, delta angle of 0 degrees 47 minutes 26 seconds for 372.31 feet; thence North 67 degrees 42 minutes 16 seconds East for 0.30 feet; thence North 66 degrees 40 minutes 47 seconds East for 95.90 feet; thence North 64 degrees 23 minutes 05 seconds East for 699.82 feet; thence North 34 degrees 43 minutes 42 seconds East for 132.15 feet; thence North 20 degrees 42 minutes 50 seconds East for 504.26 feet; thence North 29 degrees 18 minutes 47 seconds East for 414.33 feet; thence North 42 degrees 50 minutes 14 seconds East for 252.50 feet, thence North 37 degrees 40 minutes 41 seconds East for 223.22 feet; thence North 25 degrees 16 minutes 54 seconds East for 326.56 feet; thence North 32 degrees 22 minutes 25 seconds East for 195-98 feet; thence North 39 degrees 51 minutes 45 seconds East for 129.47 feet; thence North 59 degrees 36 minutes 00 seconds East for 197.17 feet; thence North 71 degrees 46 minutes 46 seconds East for 244.08 feet; thence North 58 degrees 27 minutes 53 seconds East for 170.97 feet through a point on the east line of said Section 11 said point being 1957.39 feet northerly of the East Quarter corner of said Section 11; thence North 51 degrees 29 minutes 14 seconds East for 873 feet more or less, to the northwesterly extension of *the southwesterly* line of Lot 8, Block 1, *Shady Side Addition* and there terminating.

Except that part vacated in District Court Order File No. 472268; except that part lying southerly of said 66 foot strip adjoining Blocks 10 and 11, Town of Bald Eagle and vacated Oak Street.

And which lies between the Southwesterly line of Lot 1, extended due North to the shore of Bald Eagle Lake, and the Easterly line of the Westerly one half of Eagle Street, extended to the shore of Bald Eagle Lake, all in Block 1, Town of Bald Eagle.

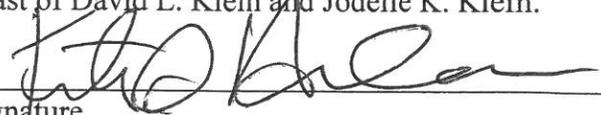
Exhibit C

David L. Klein and Jodelle K. Klein

5436 Bald Eagle Blvd East

The undersigned residents and voters in White Bear Township join in the attached Petition to Vacate Parts of Bald Eagle Boulevard East of David L. Klein and Jodelle K. Klein.

Signature



Printed Name

Ken Anderson

Address

5438 E. Bald Eagle Blvd, WBT

Signature



Printed Name

Keely C. Huberty

Address

5464 E. Bald Eagle Blvd. WBT

Signature



Printed Name

Doug Prusch

Address

5474 Bald Eagle Blvd E.

Signature



Printed Name

Edward L. Pruse

Address

5496 E. BALD EAGLE BLVD, WBT

Evelyn Duvall
Signature

Evelyn Duvall
Printed Name

5372 Bald Eagle Blvd E
Address

James Coombs
Signature

James Coombs
Printed Name

5271 W. Bald Eagle Blvd
Address

James Senesac
Signature

JAMES SENESAC
Printed Name

5500 E. BALD EAGLE BLVD
Address
WHITE BEAR LAKE MN.



Public Notice

NOTICE OF HEARING TO VACATE EXCESS RIGHT-OF-WAY 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, December 3, 2018 @ 7:00 p.m., to consider a petition of a majority of the owners of affected property to vacate excess right-of-way in the Town of White Bear, which affects the following property:

5436 East Bald Eagle Boulevard

and to hear and pass upon objections and recommendations, if any, and to conduct any and all business incident thereto, pursuant to Minnesota Statutes, Section 368.01, Subd. 25.

Given under my hand this 17th day of September, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS

WILLIAM F. SHORT, Clerk-Treasurer



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

September 28, 2018

Commissioner Tom Landwehr
MN DNR
500 Lafayette Road
St. Paul, Minnesota 55055-4040

**Re: Vacation of Excess Right-of-Way
5436 East Bald Eagle Boulevard**

Certified Mail/Return Receipt

Dear Commissioner Landwehr:

Enclosed please find the following documents:

- Notice of Hearing to Vacate Excess Right-of-Way in the Town of White Bear, Ramsey County, Minnesota;
- Petition to Vacate Excess Right-of-Way in the Town of White Bear, Ramsey County, Minnesota; and
- Draft Resolution Vacating Excess Right-of-Way on East Bald Eagle Boulevard.

Please note that the Public Hearing on this matter has been scheduled for Monday, December 3, 2018 @ 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota 55110.

Sincerely,

Patti Walstad
Paralegal

PSW/s
Encls.
cc:admin/add.file
cc: Ed Pardee



recycled paper



WHITE BEAR TOWNSHIP

1858
RAMSEY COUNTY
MINNESOTA

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

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

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

November 19, 2018

David & Jodelle Klein
5436 East Bald Eagle Boulevard
White Bear Township, Minnesota 55110

Re: Vacation of Excess Right-of-Way

Dear Mr. & Mrs. Klein:

Enclosed for your information please find a **Notice of Hearing to Vacate Excess Right-of-Way in the Town of White Bear, Ramsey County, Minnesota** concerning your property at 5436 East Bald Eagle Boulevard.

You will note that the Public Hearing has been scheduled for **Monday, December 3, 2018 @ 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota.**

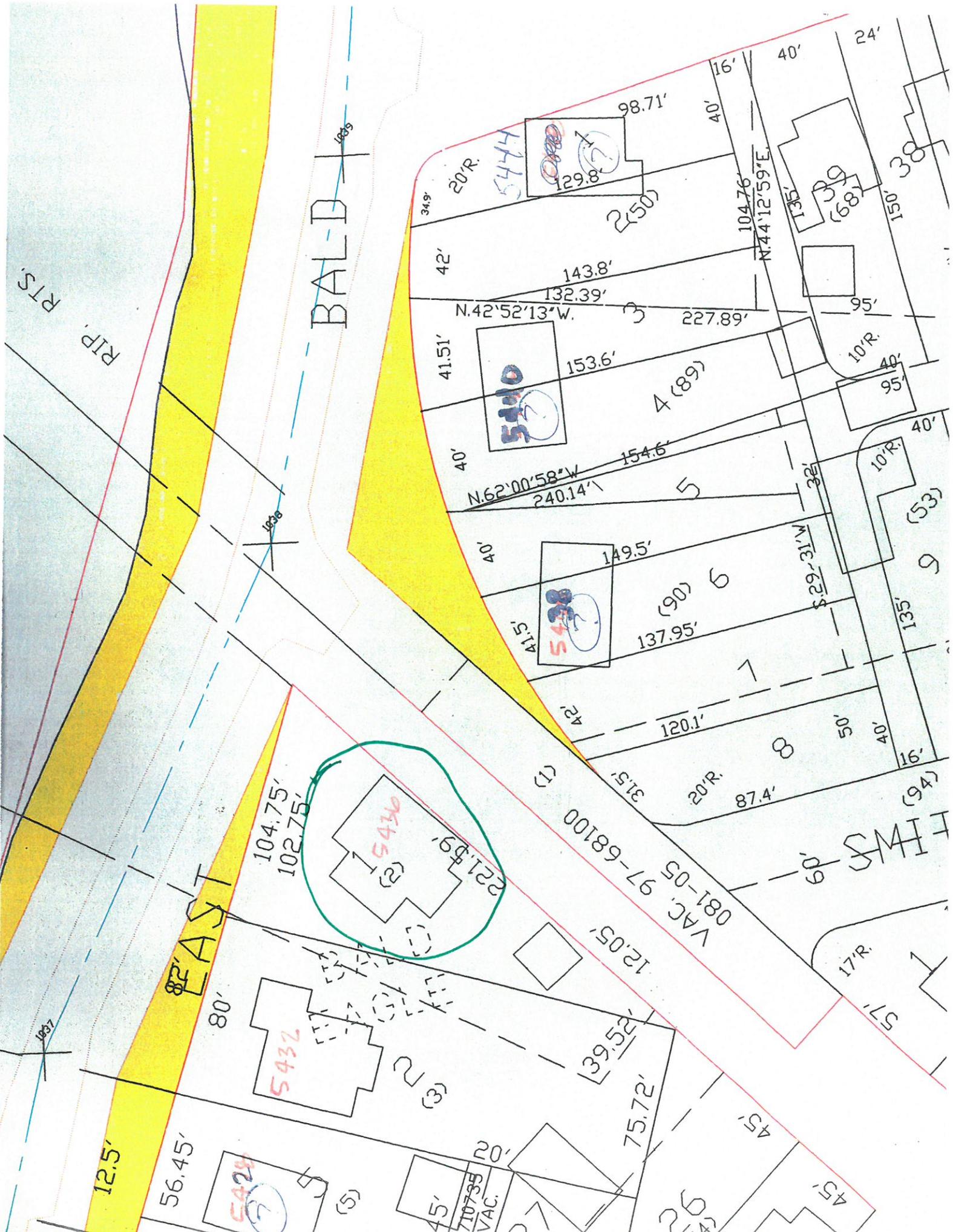
Also enclosed is a copy of the "draft" Resolution which will be considered for adoption the night of the hearing.

Sincerely,

Patti Walstad
Paralegal

PSW/s
Encls.
cc: Ed Pardee;
admin/add.file.





BALD

EAST

RIP, RTS.

5428

5432

5436

5435

5434

5433

5434

VAC. 97-68100

VAC. 710735

THS

20'R.

20'R.

17'R.

10'R.

10'R.

10'R.

24'

40'

16'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

42'

41.51'

40'

40'

42'

42'

42'

42'

42'

42'

42'

34.9'

42'

41.51'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

40'

143.8'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

98.71'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

132.39'

153.6'

154.6'

149.5'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

120.1'

104.76'

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 two successive weeks: it was first published on Wednesday, the 7th day of November, 2018 and was thereafter printed and published on every Wednesday to and including Wednesday, the 14th day of November, 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.

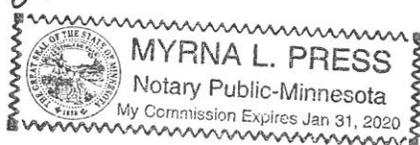
FURTHER YOUR AFFIANT SAITH NOT.

BY: [Signature]

TITLE: Carter Johnson, Publisher

Subscribed and sworn to before me on this 14th day of November, 2018.

[Signature]
Notary Public



WHITE BEAR TOWNSHIP PUBLIC NOTICE
NOTICE OF HEARING TO VACATE EXCESS RIGHT-OF-WAY 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, December 3, 2018 @ 7:00 p.m., to consider a petition of a majority of the owners of affected property to vacate excess right-of-way in the Town of White Bear, which affects the following property:
5436 East Bald Eagle Boulevard
and to hear and pass upon objections and recommendations, if any, and to conduct any and all business incident thereto, pursuant to Minnesota Statutes, Section 368.01, Subd. 25.
Given under my hand this 17th day of September, 2018.
BY ORDER OF THE TOWN BOARD OF SUPERVISORS
WILLIAM F. SHORT, Clerk-Treasurer
Published two times in the White Bear Press on November 7 and 14, 2018.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

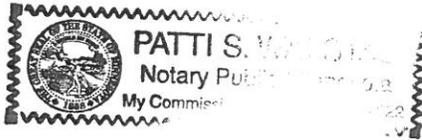
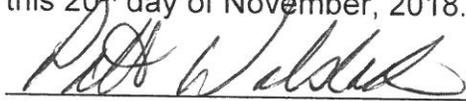
Affidavit of Posting

PATRICK CHRISTOPHERSON, being first duly sworn, deposes and says: That he is the duly qualified and acting Clerk of the Town of White Bear, Ramsey County, Minnesota; that on the 20th day of November, 2018, he posted the attached Notice in four (4) conspicuous places in the Town of White Bear, Minnesota; and that said Notice remained so posted for a period of at least two (2) weeks and until after December 3, 2018.



PATRICK CHRISTOPHERSON, Clerk-Treasurer

Subscribed & sworn to before me
this 20th day of November, 2018.



EXTRACT OF MINUTES OF A MEETING OF THE TOWN
BOARD OF THE TOWN OF WHITE BEAR, MINNESOTA,
HELD ON DECEMBER 3, 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 December 3, 2018, at 7:00 p.m.

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

Supervisor Prudhon introduced the following Resolution and moved its adoption:

**RESOLUTION VACATING EXCESS
RIGHT-OF-WAY ON WEST BALD EAGLE BOULEVARD**

WHEREAS, located within the boundaries of the Town of White Bear are plats of Milner's Lake Add., Town of Bald Eagle and The Eyrie. That dedicated on said plat is a public right-of-way known as Bald Eagle Boulevard East,

AND WHEREAS, David & Jodelle Klein have petitioned for partial vacation of said Bald Eagle Boulevard and the Town, after due investigation, has determined that partial vacation of said right-of-way would not adversely affect the interests of the Town subject to the retention of certain easements and restrictions on use of the vacated right-of-way,

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

That portion of Bald Eagle Boulevard East described in Exhibit A attached hereto shall be vacated and all public easements terminated subject to the following conditions:

1. Payment by the Petitioner to the Town of White Bear the sum of \$1,000.00.
2. That no permanent structure shall be placed within the vacated right-of-way unless a building permit is issued and there shall be no permanent changes to the topography of the right-of-way as it exists at the time of this Resolution.



**Town Board Meeting
December 3, 2018**

Agenda Number:

7B – Public Hearing

Subject:

Calvary Church, 4604 Greenhaven Drive – Consider the Granting of a Conditional Use Permit to Allow Construction of 6,000 Square Feet of Classroom Space

Documentation:

Public Notice / Resident Letter / Affidavit of Publication / Town Planner Memo w/ attachments / Resident Comment / Conditional Use Permit Application

Action / Motion for Consideration:

- Note Proper 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 the Hearing & **Continue to December 17th @ 7:00 p.m.**



Public Notice

Notice is Hereby Given, That the Town Board of Supervisors of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, December 3, 2018 at 7:00 p.m. to consider the request for a Conditional Use Permit to allow construction of a 6,000 square foot classroom space at the following described property lying and being in the Town of White Bear, Ramsey County, Minnesota:

Lot 17, Block 3, Southwind of Gilfillan

(4604 Greenhaven Drive)

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

Given under my hand this 5th day of November, 2018.

BY ORDER OF THE TOWN BOARD OF SUPERVISORS



WILLIAM F. SHORT, Clerk-Treasurer



**WHITE BEAR
TOWNSHIP**

1858
RAMSEY COUNTY
MINNESOTA

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

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

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

November 20, 2018

Township Resident
White Bear Township, Minnesota 55110

Re: Conditional Use Permit Request – Calvary Church

Dear Resident:

Enclosed please find a **Public Notice** regarding the request for a Conditional Use Permit by Calvary Church which would allow construction of 6,000 square feet of classroom space onto the east side of the Church building.

In accordance with Town Ordinances, a Public Hearing must be held on the matter. Therefore, a Public Hearing has been scheduled for **Monday, December 3, 2018 @ 7:00 p.m. at Heritage Hall, 4200 Otter Lake Road, White Bear Township.**

If you have any comments or questions regarding this request please plan to attend the hearing. If you cannot attend the hearing you may forward your comments or questions to Tom Riedesel, Planner, by phone, letter, or e-mail @ tom.riedesel@whitebeartownship.org.

Sincerely,

Patti Walstad
Paralegal

PSW/s
Enc.
cc:admin/add.file



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 21st day of November, 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.

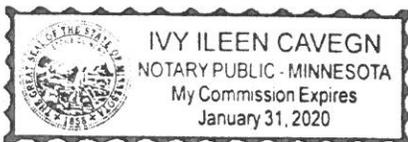
FURTHER YOUR AFFIANT SAITH NOT.

BY: [Signature]
TITLE: Carter Johnson, Publisher

Subscribed and sworn to before me on this 21st day of November, 2018.

[Signature]
Notary Public

WHITE BEAR TOWNSHIP PUBLIC NOTICE
Notice is Hereby Given, That the Town Board of Supervisors of the Town of White Bear, Minnesota, will meet at Heritage Hall, 4200 Otter Lake Road, in said Town on Monday, December 3, 2018 at 7:00 p.m. to consider the request for a Conditional Use Permit to allow construction of a 6,000 square foot classroom space at the following described property lying and being in the Town of White Bear, Ramsey County, Minnesota:
Lot 17, Block 3, Southwind of Gilfillan (4604 Greenhaven Drive)
and to pass upon objections and recommendations, if any, and to conduct any and all business incident thereto.
Given under my hand this 5th day of November, 2018.
BY ORDER OF THE TOWN BOARD OF SUPERVISORS
WILLIAM F. SHORT, Clerk-Treasurer
Published one time in the White Bear Press on November 21, 2018.



MEMORANDUM

TO: PLANNING COMMISSION
FROM: TOM RIEDESEL
DATE: OCTOBER 16, 2018

SUBJECT: CALVARY CHURCH ADDITION

REQUEST: CONDITIONAL USE PERMIT
LOCATION: 4604 GREENHAVEN DRIVE
APPLICANT: CALVARY CHURCH, RICHARD STUERMAN-BWBR
ZONING: R-2, URBAN RESIDENTIAL

Calvary Church is requesting approval of a Conditional Use Permit which would allow them to construct a 6,000 square foot classroom addition onto the east side of the Church building.

Christ Community Church was constructed in 2002 and was part of PUD which included the Bradshaw Funeral Home and 54 townhomes constructed by Southwind Builders. The Church changed names to Calvary Church after it was originally constructed.

The Church property is 9.66 acres in size and shares parking and stormwater treatment with the Bradshaw Funeral Home. The stormwater treatment system is below the parking lot. The Master Plan showed future additions on the north, east and west sides of the Church with additional parking on the east side of the building. The parking lot is located on the west side of the building. The original Master Plan for the Church shows approximately 40,000 square feet of future additions. The 6,000 square foot addition is consistent with the additions shown on the Master Plan, as proposed.

A church is listed as a Conditional Use in the R-2 Zoning District. A Conditional Use Permit must be approved by the Town prior to construction of the proposed addition. The following standards must be established by the Town prior to approval of a Conditional Use Permit:

9-4.4(a). The proposed use shall be planned, designed, constructed and maintained to avoid:

- (1). Unnecessary detracting from the appearance of adjacent properties or from the Town as a whole.
- (2). Aesthetic incompatibility.
- (3). Aural Incompatibility.
- (4). Damage to vegetation.
- (5). Traffic pattern incompatibility.

- (6). Erosion of soil.
- (7). Unnecessary loss of existing natural features (vegetation, steep slopes, wetlands, water bodies).
- (8). Increased flood potential.

9-4.4(b). The proposed use shall meet all reasonable requirements, as set forth by the Town Board, in order to protect the health, safety and welfare of the Town. Uses proposed for "O-S" Open Space districts shall provide for a level of police protection and civilian supervision as set forth by the Town Board to ensure supervision and maintenance of said districts.

9-4.4(c). Fire prevention and fighting equipment acceptable to the Board of Fire Underwriters and Town Board shall be readily available when any activity involving the handling or storage of flammable or explosive materials is carried on.

9-4.4(d). The proposed use shall bear the cost of all additional water availability (W.A.C.) charges, pursuant to Ordinance No. 12 (Regulating Use of Water), and sewer availability (S.A.C.) charges, pursuant to Ordinance No. 36 (Sewer Service Availability and Charges), where the proposed use expands upon a pre-existing use.

9-4.4(e). The proposed use shall not result in the destruction, loss or damage of a natural, scenic, environmental or historic feature of the Town.

9-4.4(f). The proposed use shall not depreciate the value of adjacent properties.

9-4.4(g). The proposed use shall be sited, oriented, designed, landscaped and maintained to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.

9-4.4(h). The proposed use shall organize vehicular access and parking to minimize traffic congestion to adjacent properties.

9-4.4(i). The proposed use shall preserve and incorporate the site's natural and scenic features into the development design.

9-4.4(j). The proposed use shall have no negative impact of noise, glare or odor effects on adjacent properties.

9-4.4(k). The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the policy and plan recommendations of the Comprehensive Plan.

The building addition as proposed appears to meet the standards set forth by the Zoning Ordinance to approve a Conditional Use Permit.

Staff is currently working with the Church architect to provide additional information regarding stormwater treatment. The existing subterranean system is due for inspection and it appears that the 6,000 square foot addition will require additional stormwater treatment on site.

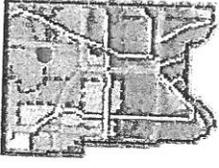
If the Conditional Use Permit is recommended for approval it should include the following requirements:

- Submission of drainage documentation to the Town Engineer and approval of the final drainage plan by the Town Engineer.
- Replacement of existing landscaping being removed to make room for the new addition.
- Inspection of the subterranean stormwater treatment system by the Town Engineer and Public Works Director and following the requirements for cleaning and/or improvements to the system as required.

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



Legend



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

Notes

Enter Map Description



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



SAINT PAUL | MADISON

380 St. Peter Street, Suite 600
Saint Paul, MN 55102

651.222.3701
bwbr.com

October 5, 2018

Re: Calvary Church – White Bear Township Addition
4604 Greenhaven Drive
White Bear Township, MN 55127

Parcel ID: 173022440061

Legal Description: Lot 17, Block 3, SOUTHWIND OF GILFILLAN HILLS, Ramsey County, Minnesota.

Worship times: Sunday 9AM & 10:15AM; Students Worship: Wednesday 6PM & 7PM

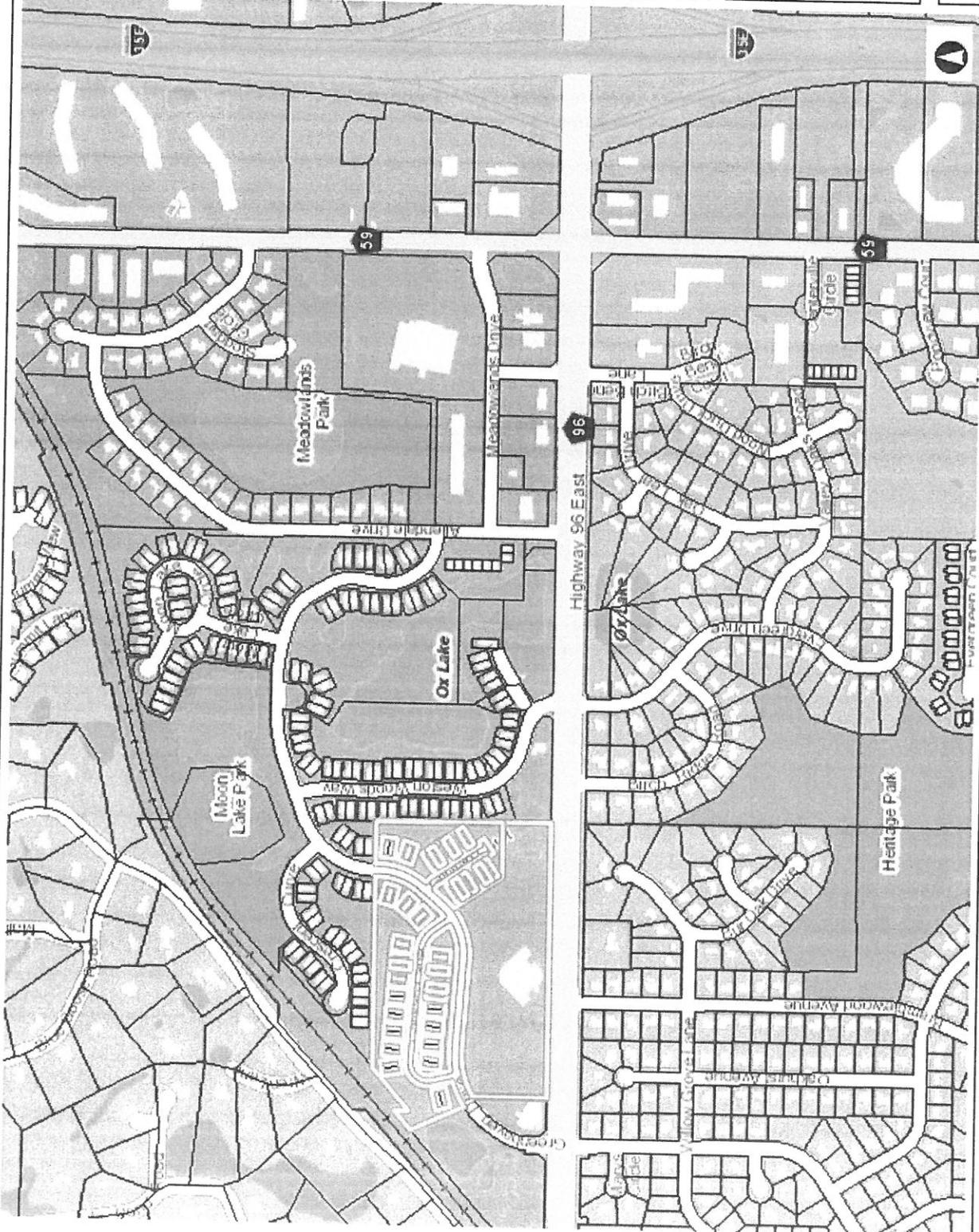
Calvary is proposing to add approximately 6,000 sf of classroom space to better accommodate religious education for their preschool – first grade children. Currently they gather kids in a shared space used for offices and meetings outside of worship times. The proposed change will help provide more appropriate space for the children and improve the safety and security of the kids.

This small addition is congruent with the original master plan and will have a similar appearance to the existing building with either a matching Concrete Masonry or a brick with similar color and appearance. The addition will create very little impact to the 9.66 acre site. No parking will be lost and no seats will be added to the Worship Center. The 6,000 SF of added impervious surface is only 1.43% of the site; the total impervious after the addition is 37.0% of the site.

Calvary intends to add a playground for children in the near future outside of the addition. The size and design has not been determined at this time.

The Church has funding to proceed upon approval and anticipates occupying the new space by fall of 2019.

End.



Legend



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

Notes

Enter Map Description

1,333.3 Feet

666.67

0

1,333.3

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

Patti Walstad

From: Tom Riedesel
Sent: Monday, November 26, 2018 10:37 AM
To: Patti Walstad
Subject: FW: Calvary Church CUP

For the Calvary Church hearing.

From: Jerry & Carol [mailto:jmhcmh@comcast.net]
Sent: Monday, November 26, 2018 9:49 AM
To: Tom Riedesel <Tom.Riedesel@whitebeartownship.org>
Subject: Calvary Church CUP

I did not receive the letter from the township notifying of the hearing for the CUP but got it from my neighbor.

I have lived at 4612 Greenhaven Dr. since the summer of 2002 and watched as the church was built.

The church is an asset to the community except for the parking. The church goers tend to park on the street even though there is parking on the west end of the lot. This is creating a restriction to the flow of traffic. This is especially trues when they park on both sides of the street or during the winter.

My suggestion is to limit parking on the street to one side and to strongly suggest to the church that announcements be made that parking on the street is not prudent when parking spaces are open in the lot.

Jerry Hicks
4612 Greenhaven Dr.

Sent from [Mail](#) for Windows 10



CONDITIONAL USE PERMIT APPLICATION FORM

INTRODUCTION

A Conditional Use Permit may be granted or denied by the Town Board after recommendation by the Planning Commission in accordance with Ordinance No. 35 (Zoning), Section 9-4, Conditional Use Permit Procedure.

APPLICANT(S) Richard Stuerman (BWBR Architects)
for Calvary Church

PHONE (Home) _____
(Business) 651-487-2855 Calvary
(Cell) 651-815-2765 BWBR

ADDRESS 2120 Lexington Ave. N., Roseville, MN 55113
380 St. Peter St. Suite 600, St. Paul, MN 55102

PROPERTY OWNER Calvary Church (Ken Geis, Exec Pastor)

ADDRESS OF SITE 4604 Greenhaven Drive

ZONING R-2

EXISTING USE OF SITE Church

DESCRIPTION OF CONDITIONAL USE BEING REQUESTED

Church is adding approx 6,000 sf to East side of building for classroom space (Sunday and Wednesday PM church programming)

pd-20

Fee (\$75.00 plus \$200.00 Expense Deposit) 10/11/18

CHECKLIST:

- _____ Site Plan
- _____ Building locations (dwelling, garage, accessory building).
- _____ Site improvements (parking areas, drives, sidewalks, fences, decks, lighting, etc.).
- _____ Yard (front, side, rear setbacks).
- _____ Wetlands (delineation of streams, water bodies, wetlands & 100 year storm elevation).
- _____ Existing trees (6 inch in diameter or more), large shrubs & proposed landscaping.
- _____ Location of site, with adjacent land use.
- _____ Topography, grading.

It is the policy of White Bear Township that all identifiable costs associated with Conditional Use Permits 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.

Richard T. Stuerman (BWBR Architects)

Signature of Applicant(s)

October 5, 2018

Date

To Be Completed By Office:

Date Request Received 10/11/18

By _____
(Staff Member)

\$75.00 Fee + \$200 Deposit Received

Yes
 No

Date Application Complete 10/11/18



**Town Board Meeting
December 3, 2018**

Agenda Number: 8A – New Business

Public Works Director Item:

Subject: Truck #37 Engine Replacement – Receive Quotes & Approve

Documentation: Staff Memo w/attachments

Action / Motion for Consideration:

Public Works Director Report at Meeting / Discuss

Based on Public Works Director Review & Recommendation Receive the Quotes & Approve the Quote from Cutting Edge Diesel & Truck in the Amount of \$12,781.12 to Replace the Engine in Truck #37 with Funding from the Public Works Repair Maintenance Portion of the General Fund

MEMORANDUM

Date: November 28, 2018

To: Town Board

From: Paul Peltier, Leadworker; Dale Reed, Public Works Director

Re: Truck #37 Engine Replacement

Truck #37, a 2007 Ford F-550 Super Duty One Ton Dump Truck, with 42,000 miles and has a No Replacement (NR) status within the Equipment Fleet. Vehicles designated as an NR have no planned future replacement, but are in continual use during the year by both fulltime and part time staff. The existing motor is exhausted and is in need of replacement. The motor issue was discovered during a recent oil change that had showed metal shavings on the drain plug. To confirm that there was a motor issue, the truck was brought to Cutting Edge Diesel for further diagnostic work.

#37 is used daily during the spring, summer, fall, and is a backup snowplow truck for #36 (#37's replacement) during the winter months. Public Works staff use #37 to haul equipment for asphalt patching and for Park maintenance activities during the spring, summer, and fall. #37 is in good condition overall, less the engine issue. Public Works staff recommend replacing the motor to extend #37's useful life and allow for future resale.

Three quotes were received by Public Works for a new motor. Below are the vendors and their respective quotes. All three vendors provide a 2-year, unlimited mileage for parts and labor warranty. The motor replacement will require removal of the cab from the chassis.

Cutting Edge Diesel and Truck	\$12,781.12
Autonation Ford Fleet Service	\$15,215.00
Roseville Midway Ford	\$16,287.70

Staff is recommending that the Town Board approve the quote from Cutting Edge Diesel and Truck for \$12,781.12. The Public Works Repair Maintenance portion of the General Fund will provide funding for the motor replacement.

Town Board action to accept the quotes and approve the quote from Cutting Edge Diesel and Truck for \$12,781.12 to replace the motor in #37.

Cutting Edge Diesel and Truck

24400 Greenway Ave
 Forest Lake, Mn. 55025
 Phone: 612-807-3781 Fax: 651-272-5650

Sub Estimate

Estimate for Services

Estimate Date : 11/5/2018

White Bear Township - G.T.

2008 Ford - F550 Super Duty - 6.4L,V8 (391CI) VIN(R)

Lic # : 927789 - Mn

Odom. In: 0

Cell: 651-747-2772

VIN # : 1FDAF56R7 8EC53641

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
CYLINDER HEAD GASKET 8C3Z 6051 B	2.00	117.94	235.88	ENGINE ASSEMBLY (COMPLETE) - Remove & Replace - F250 Super Duty,F350 Super Duty,4WD,V8,Diesel,Automatic Trans w/Cab Removal,w/Air Conditioning - [Includes: Transfer fuel and electrical assemblies, replace engine mounts, adjust idle speed and ignition timi	2,500.00
ROCKER BOX/VALVE COVER SET - LEFT 8C3Z 6584 B	1.00	26.54	26.54		
ROCKER BOX/VALVE COVER SET - RIGHT 8C3Z 6584 C	1.00	29.20	29.20	REFLASH - STOCK	500.00
FRONT COVER SEAL KIT 8C3Z 6020 E	1.00	46.45	46.45	REBUILD ENGINE ASSEMBLY	
BED PLATE GASKET 5C3Z 6710 AA	2.00	7.74	15.48	RESURFACE	550.00
LOWER OIL PAN GASKET 3C3Z 6710 BA	1.00	11.81	11.81	CLEAN AND PRESSURE TEST CYLINDER HEADS	
UPPER OIL PAN GASKET 3C3Z 6710 CA	1.00	10.61	10.61		
CRANKSHAFT OIL SEAL 8C3Z 6700 B	1.00	20.58	20.58		
REAR MAIN SEAL 3C3Z 6701 B	1.00	43.80	43.80		
REAR COVER GASKET 3C3Z 6D083 AA	1.00	14.60	14.60		
TURBO SEAL KIT 8C3Z 97514 C	1.00	71.66	71.66		
INTAKE MANIFOLD GASKET 3C3Z 9439 AA	2.00	12.26	24.52		
EXHAUST MANIFOLD GASKET 6C3Z 9448 A	2.00	12.21	24.42		
INJECTOR "O" RING KIT 8C3Z 9229 A	8.00	29.00	232.00		
INJECTION PUMP GASKET 8C3Z 9G805 B	1.00	126.30	126.30		
ENGINE OIL COOLER 8C3Z 6A642 A	1.00	281.25	281.25		
VALVE COVER GASKET KIT 8C3Z 6584 B	1.00	26.54	26.54		
EXHAUST MANIFOLD HARDWARE 11115674	1.00	0.59	0.59		
VALVE ROCKER ARM ASSEMBLY 8C3Z 6564 D	2.00	200.00	400.00		
ENGINE OIL FILTER FL2016	1.00	22.08	22.08		
ENGINE OIL 1540	15.00	3.69	55.35		

2YR /

MULTIPLE

Cutting Edge Diesel and Truck

24400 Greenway Ave
 Forest Lake, Mn. 55025
 Phone: 612-807-3781 Fax: 651-272-6650

Sub Estimate

Estimate for Services

Estimate Date : 11/5/2018

White Bear Township - G.T.

2008 Ford - F550 Super Duty - 6.4L,V8 (391CI) VIN(R)

Lic #: 927789 - Mn

Odom. In: 0

Cell: 651-747-2772

VIN #: 1FDAF56R7 8EC53641

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
ENGINE OIL COOLER 8C3Z 6A642 A	1.00	281.25	281.25		
TIMING COVER GASKET 8C3Z-6020-E	1.00	50.24	50.24		
FUEL FILTER 8C3Z-9N184-C	1.00	57.49	57.49		
SHORT BLOCK ASSEMBLY 8C3Z 6009 AARM	1.00	5,882.50	5,882.50		
COOLANT KIT -	1.00	199.99	199.99		
MANIFOLD KIT -	1.00	249.99	249.99		
Shop Supplies			40.00		

Parts/Supplies: 8,481.12

Labor: 3,000.00

Sublet: 1,300.00

Total: \$ 12,781.12

An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on all parts are per manufacturer's/provider's warranty. Labor warranty is one year or 12,000 miles on all new parts, whichever comes first. All used parts carry no labor warranty whatsoever. All warranty work has to be performed in our shop & cannot exceed the original cost of repair. ANY aftermarket modifications such as but not limited to programming/tuning devices, modified injectors, and modified turbos VOID any and ALL warranty. All warranty claims will require proof of scheduled maintenance including but not limited to oil change intervals at no more than 3000 miles. ANY and ALL Warranty is NON-Transferrable. By signing this invoice you have acknowledged and understand the terms and conditions of the work performed by Cutting Edge Enterprises.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature _____ Date _____ Time _____

MULTIPLE



**Town Board Meeting
December 3, 2018**

Agenda Number: 8B – General Business

Subject: Hourly Independent Contractor Agreement - Approve

Documentation: Agreement

Action / Motion for Consideration:

Town Clerk Report at Meeting / Discuss

Based on Town Attorney & Staff Review & Recommendation Approve the Hourly Independent Contractor Agreement Between White Bear Township & Bill Short

Hourly Independent Contractor Agreement

This Agreement is made between Town of White Bear, a Minnesota political subdivision ("Town") with a principal place of business at 1281 Hammond Road, White Bear Township, MN 55110 and William Short ("Contractor"), with a principal place of business at 6213 Bolland Trail, Inver Grove Heights, MN.

1. Services to Be Performed

- A. Contractor agrees to perform the following services:
Advice and consultation with respect to the Town's Economic Development Authority and any other services that are agreed upon by Town and Contractor.
- B. Contractor is engaged as a consultant, on a non-exclusive basis to provide consulting services to Town.
- C. Contractor shall have the right to provide services to any other entity during the term of this Agreement.
- D. Contractor shall communicate with the Town Clerk or his designee for all purposes relating to this Agreement.

2. Payment

In consideration for the services to be performed by Contractor, Town agrees to pay Contractor at the rate of \$74.00 per hour not to exceed 20 hours per week. Contractor shall be paid within a reasonable time after Contractor submits an invoice to Town. The invoice shall include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile expenses, insurance premiums, cell phone expenses.

4. Materials

Contractor will furnish all materials used to provide the services required by this Agreement. Contractor will be allowed to use Town's electronic communication system for purposed related to services under this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor and shall not be deemed a Town employee. In its capacity as an independent contractor, Contractor agrees and represents, and Town agrees, as follows

[Check all that apply]

Contractor has the right to perform services for others during the term of this Agreement.

Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select hours for services, days of work and order the work is performed.

Contractor shall not receive any training from Town in the professional skills necessary to perform the services required by this Agreement.

Contractor shall not be required by to devote full time to the performance of the services required by this Agreement.

6. State and Federal Taxes

Town will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Town with proof that such payments have been made.

7. Fringe Benefits

Contractor understands that Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Town.

8. Unemployment Compensation

Town shall make no state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

9. Workers' Compensation

Town shall not obtain workers' compensation insurance on behalf of Contractor. Contractor will abide by the requirements by the State of Minnesota for workers' compensation if necessary.

10. Insurance

Town shall not provide insurance coverage of any kind for Contractor. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

Automobile liability insurance for each vehicle used in the performance of this Agreement in the minimum amount of:

- \$ 250,000 per person bodily injury
- \$ 500,000 per accident bodily injury
- \$ 100,000 property damage
- \$1,000,000 Umbrella (in excess)

11. Indemnification

Contractor shall indemnify and hold Town harmless from any loss or liability arising from performing services under this Agreement.

12. Term of Agreement

This agreement will become effective on December 1, 2018 and will terminate December 1, 2019.

13. Terminating the Agreement

Without cause, either Town or Contractor may terminate this Agreement, effective immediately upon written notice. Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate. Town shall not be responsible for any payment, other than for services performed, prior to termination.

14. Exclusive Agreement

This is the entire Agreement between Contractor and Town.

15. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

16. Resolving Disputes

If a dispute arises under this Agreement, any party shall try to resolve the dispute within 5 business days. If the dispute cannot be resolved to the satisfaction of either party, this Agreement shall be immediately terminated.

17. Confidentiality

Contractor acknowledges that it will be necessary for Town to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Town. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Town without Town's prior written permission except to the extent necessary to perform services on Town's behalf. Contractor understands and agrees that the performances of services in this Agreement is subject to the State of Minnesota Data Practices Act.

Proprietary or confidential information includes:

- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Town makes reasonable efforts to maintain the secrecy of

Upon termination of Contractor's services to Town, or at Town's request, Contractor shall deliver to Town all materials in Contractor's possession relating to Town's business.

19. Proprietary Information.

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs,

inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Town, and Contractor hereby assigns to the Town all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Town's ownership in the Work Product.

19. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Town's behalf.

20. Assignment and Delegation

Contractor may not assign any rights or delegate any of its duties under this Agreement without Town's prior written approval.

21. Minnesota Law

This Agreement will be governed by Minnesota law, without giving effect to conflict of laws principles.

22. Legal Counsel

Contractor and Town recognize that this is a legally binding contract and acknowledge and agree that Contractor had the opportunity to consult with the legal counsel of their choice.

All notices required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail – Return Receipt Requested, postage prepaid, addressed to the party's last known address.

Town: Town of White Bear

Signature

Date

Contractor: William Short

Signature

Date

Taxpayer ID Number



**Town Board Meeting
December 3, 2018**

Agenda Number: 8C – General Business

**Subject: Independent Contractor Agreement Recording
Secretary - Approve**

Documentation: Agreement / Resume

Action / Motion for Consideration:

Town Clerk Report at Meeting / Discuss

Based on Town Attorney & Staff Review & Recommendation Approve the Independent Contractor Agreement - Recording Secretary Between White Bear Township & Megan Cavanaugh

Independent Contractor Agreement Recording Secretary

This Independent Contractor's Agreement (the "Agreement") is entered into by and between the Town of White Bear herein after ("Town"), a governmental political subdivision of the State of Minnesota with its principal place of business at 1281 Hammond Road, White Bear Township, MN 55110, and Megan Cavanaugh herein after ("Cavanaugh"), an independent contractor residing at 1440 11th Avenue, Newport, Minnesota 55055.

WHEREAS, the Town is desirous of contracting for the services of a Recording Secretary to take minutes of various Township Commissions/Board meetings,

WHEREAS, Cavanaugh desires to enter into an Independent Agreement for Recording Secretary,

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

1. PURPOSE OF CONTRACT.

- a. Cavanaugh shall provide Recording Secretary services to the Town at various Commission/Board meetings as requested.

2. TERM OF CONTRACT.

- a. The Contract shall commence on January 1, 2019 and shall be automatically renewed annually unless terminated upon thirty (30) days' notice by either party.

3. SCOPE OF SERVICES.

Cavanaugh agrees to perform Recording Secretary services as follows:

- Attendance at various Commission/Board meetings as needed
- Preparation of the Commission/Board minutes in Word document form & transmitted to the Town at least two (2) weeks prior to next meeting

4. COMPENSATION.

In consideration for the above-described services, the Town shall pay Cavanaugh a set fee of \$150.00 per meeting for the completion of the services as outlined in 3. Scope of Services above. Such compensation shall be paid by Town check upon receipt of an invoice for services. Payments will be made monthly.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- a. No Agency Relationship. Cavanaugh 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. Cavanaugh 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. Cavanaugh shall not be entitled to participate in any of the Town's employee benefits, including without limitation any health or retirement plans. Cavanaugh 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 Cavanaugh.

6. PROPRIETARY RIGHTS.

- a. Cavanaugh 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 Cavanaugh in connection with said services, nor any right to or interest in any copyright therein. Cavanaugh 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. Cavanaugh expressly agrees to execute such instruments as the Town may from time to time deem necessary or desirable to evidence, establish, maintain and protect the Town's ownership and all other rights, title and interest therein.

7. NON-DISCRIMINATION.

- a. Cavanaugh agrees that during the life of the contract, Cavanaugh 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. Cavanaugh agrees to indemnify and hold harmless the Town, its agents, officers, and employees from any and all claims, causes of 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 Cavanaugh 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 Cavanaugh, or Cavanaugh's employees or agents in connection with Cavanaugh's performance of this Contract. Cavanaugh 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 Cavanaugh in the performance of this Contract.

9. TERMINATION.

- a. It is understood the essence of this Contract is high quality service to the Town. As such, if the Town determines that Cavanaugh is in breach of any provision of this Contract, written notice will be sent to Cavanaugh allowing her thirty (30) days to comply. Upon failure by Cavanaugh 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 Cavanaugh 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

Cavanaugh:

Megan Cavanaugh
1440 11th Avenue
Newport, MN 55055

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: _____

Dated: _____

TOWN OF WHITE BEAR

By: _____

ROBERT J. KERMES, Chair

MEGAN CAVANAUGH
Independent Contractor

ATTEST:

By: _____

PATRICK CHRISTOPHERSON, Clerk-Treasurer

Megan R. Cavanaugh

1440 11th Ave.
Newport, MN 55055

507 - 329 - 5775
mcavanaugh@blc.edu

Skills Summary

- Articulate
- Eager to learn
- Creative
- Highly organized self-starter
- Excels in team-oriented environments
- Achieved black belt in one style of martial arts
- Proficient in Spanish
- Appreciate English language; use it precisely and impeccably
- Skilled with desktop, laptop and Macintosh computers
- Understand MLA, APA and AP styles
- Understand Microsoft Office, cameras and social media
- Experienced in five Adobe products

Work History

- 2018 Marketing Writer Specialist for **Paffy's Pest Control**-Newport, MN (651)459-4654
- Create bi-monthly newsletter, communicating with owners, other departments and clients daily
 - Dream, design and create yearly marketing campaign emails (2-4 per month per customer's needs)
 - Design and implement a social media marketing strategy, maintain it daily
 - Develop company handbook, create policy and procedures as needed
 - Ensure communication, through phone and email, with marketing and advertising sources
 - Monitor monthly survey results, report to owners, department heads and document via newsletter
 - Manage and store all technical devices for presentations, promotions and media outlets
 - Serve as a backup technician product inventory, invoicing and contract writer when needed
 - Communicate and work to fix any technical needs throughout the company
 - Train new employees in the software and phone system
- 2015 - 2017 Content Editor for **Bethany Lutheran College newspaper** (507)344-7860
- Conducted meetings, delegated story assignments and enforced deadlines
 - Edited stories and laid out newspaper
- 2015 - 2017 Layout Staff for **Bethany Lutheran College newspaper**-Mankato, MN (507)344-7860
- Created infographics, ads, etc. in a moment's notice
 - Laid out an 8-12-page bimonthly paper using Adobe InDesign
- 2013 - 2017 Journalist for **Bethany Lutheran College newspaper**-Mankato, MN (507)344-7860
- Wrote three to six stories per issue; scheduled and conducted interviews
 - Prepared own photographs to go with stories when needed
- 2016 Intern Journalist for **Southwest Journal**-Minneapolis, MN (612)483-5438
- Completed assigned stories in a timely manner
 - Interviewed main and supporting sources for stories
 - Attended events, collaborated and met with editors on a weekly basis
 - Wrote content for print and online news
- 2016 Freelance for **FINE Magazine**-San Diego, CA (760)846-1030
- Completed assigned stories in the categories of health, design and travel
- 2011 - 2018 Salad Bar Clerk, Health Market Clerk at **Hy-Vee**
- Served customers throughout the store, prepare food under the customer's deadlines
 - Trained new staff, supervise
 - Communicated with managers and store directors about sales
 - Placed product on shelves, administer pricing changes and relocations
 - Serviced customers throughout the store, with a friendly face, encouraging sales

Education

2013 - 2017 **Bethany Lutheran College**-Mankato, MN, May 2017
B.A. in English, emphasis in Multimedia Writing and a minor in Spanish



**Town Board Meeting
December 3, 2018**

Agenda Number: 9 – 10- 11 - 12

Subject: Added Agenda Items
Open Time

Receipt of Agenda Materials & Supplements
Adjournment

Action / Motion for Consideration:

Added Agenda Items
Open Time

Receive All Agenda Materials & Supplements for Tonight's Meeting
Adjourn Meeting